

**LOCAL MEMORANDUM
OF
UNDERSTANDING**

Between

**U.S. Postal Service
Seward, Alaska 99664**

And

**Midnight Sun Area Local 2756
American Postal Workers Union AFL-CIO**

May 30, 2002

This memorandum of understanding is entered into on May 30, 2002 at Seward, Alaska, between the representatives of the United States Postal Service and the designated agent of the Midnight Sun Area Local 2756, American postal Workers Union AFL-CIO, pursuant to the local implementation of the 2000 Collective Bargaining Agreement.

APWU - MSAL

ARTICLE 3

EMERGENCY CURTAILMENT OF POSTAL OPERATIONS

- 1. The decision for the curtailment or termination of postal operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the installation head. When a decision has been reached to curtail postal operations, to the greatest extent possible, management will notify and seek the cooperation of local radio and television stations to inform employees. Depending on the severity of the emergency situation and what is allowed by local authorities under such a situation, Postal Service telephones will be open for employees to call for information.**
- 2. Employees involved in actual emergency situations not covered in (1) above will take immediate action to protect themselves and or the mails. Under such circumstances, management will be advised as soon as possible.**
- 3. In the event of emergency conditions, employees will heed the warnings of local public safety authorities. Each employee will, at his earliest opportunity, notify supervision of the reason and duration of his anticipated absence. The ultimate decision as to the acceptability of the employee's absence from work shall be made by the installation head and will be subject to Article 15, Grievance Arbitration Procedure, of the Collective Bargaining Agreement.**
- 4. In the event of a power failure in a postal facility, management will, in the affected areas, take such steps as are necessary to assure the safety and health of employees and the security of the mails and postal funds.**

ARTICLE 8

OVERTIME DESIRED LIST

1. An overtime desired list, (OTDL) shall be established in each craft, in the Seward, Alaska Post Office.

1. Clerk Craft

2. Maintenance Craft

Installation head shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials. (Generally 2 minutes prior)

ARTICLE 10

ANNUAL LEAVE

1. PRIME TIME ANNUAL LEAVE (PTAL) VACATION PERIOD

1a. For PTAL purposes, the PTAL year shall start with the first full week in April and continue through the last full week in September. The employee's vacation shall start on Sunday of the leave week.

1b. There shall be no less than one space per week in each defined work center for employee choice through the PTAL period. A work center shall be defined as a physical building, by craft.

1c. The leave sign up list shall consist of a listing of weeks of PTAL, with spaces for each week for employees to print and sign their names indicating their choices.

1d. The employer shall, no later than November 1, publicize on bulletin boards and by other appropriate means the beginning date of the new leave year. The PTAL sign-up list shall be posted no later than November 1. The PTAL sign-up period shall begin November 1 by descending seniority and end on or before November 15. An annual leave sign-up list shall be circulated by a designated union member.

1e. Employees shall be provided time to sign up during their regular hours of work. Each employee shall have a period of two workdays in which to sign the list.

1f. Employees who earn 13 days of annual leave per year shall be granted up to 10 days annual leave per year during prime time. The numbers of days shall be at the option of the employee. Employees who earn 20 or 26 days of annual leave per year shall be granted up to fifteen days of annual leave during prime time.

1g. Accompanying each sign-up list shall be a seniority list compiled by the Postmaster. The seniority list shall state the leave category of each eligible employee as of the closing of the PTAL sign-up period. (E.g. weeks, 3 weeks, AL/YR).

1h. All leave requests must be accrued and/or credited to the employee before leave is taken. Leave without pay may not be used in lieu of annual leave requested under this article. All leave must be supported by an approved Form 3971 prior to leave being taken except in cases of emergency.

1i. Employees at their option may request two selections during the PTAL period in units of one or two weeks.

1j. Should an employee be absent for an extended period of time during PTAL sign-up, he/she may empower a union representative or designee to sign the PTAL list in his/her behalf so that the sign up may continue. If an employee does not sign up or empower a union representative or designee to sign the list in the prescribed time, he/she will be by-passes and the sign up shall continue with

his/her junior. When sign up has continued through the junior employee within a work center, by-passed employees shall be afforded an opportunity to sign up.

1k. The final posting of the PTAL list shall constitute official notice to each employee of the vacation schedule approved for him/her.

1l. Emergency hardship, military leave and other types of leave shall be dealt with on an individual basis. An employee shall not forfeit his PTAL while serving on jury duty. In the event of jury duty, the employee will be permitted to make another available selection. Upon the death of an immediate family member, the employee shall be granted annual leave, or LWOP in the absence of sufficient annual leave balance of a minimum of 14 calendar days unless the employee requests a shorter period.

2.NON-PTAL VACATION PERIOD

2a. Annual leave other than the PTAL vacation period is defined as the period from December 26 to November 30. This non-PTAL vacation period excludes the PTAL vacation period defined in Article 10, section 1a of this Local Memorandum Of Understanding.

2b. For purposes of annual leave during this period, the work centers and number of spaces per week shall remain the same as during PTAL.

2c. The leave sign up list shall consist of a listing of weeks of non-PTAL, with spaces for each week for employees to print and sign their names indicating their choices.

2d. The non-PTAL sign up period shall begin November 15 by descending seniority and end on or before December 1. The annual leave sign-up list shall be circulated by seniority by a designated union member.

2e. Employees shall be provided time to sign up during their regular hours of work. Each employee shall have a period of two workdays in which to sign the list.

2f. Employees at their option may request up to three weeks annual leave during the non-PTAL period.

2g. All leave requests must be accrued and/or credited to the employee before leave is taken. Leave without pay may not be used in lieu of annual leave requested under this article. All leave must be supported by an approved Form 3971 prior to leave being taken except in cases of emergency.

2h. Should an employee be absent for an extended period of time during PTAL sign-up, he/she may empower a union representative or designee to sign the PTAL list in his/her behalf so that the sign up may continue. If an employee does not sign up or empower a union representative or designee to sign the list in the prescribed time, he/she will be by-passes and the sign up shall continue with his/her junior. When sign up has continued through the junior employee within a work center, by-passed employees shall be afforded an opportunity to sign up.

2i. After the first sign up, a copy of the list shall then be posted on the official bulletin board for employees to sign on a first come first served basis for any

remaining available slots throughout the non-PTAL period. Employees shall be able to sign the leave list at anytime during the non-PTAL period provided the signing is by Tuesday prior to the week leave commences.

3. OCCASIONAL LEAVE

3a. Occasional leave shall not appear on the A/L sign-up lists. Occasional leave shall be granted on a first come first served basis when possible. For this reason, the supervisor must complete the portion of the Form 3971 “time of call or request”

3b. PS Form 3971 shall be submitted in duplicate to the immediate supervisor when requesting occasional A/L. Upon receipt of same, the supervisor must complete the portion of the form marked “Signature of Supervisor Notified and immediately return the duplicate to the employee requesting the leave. Requests for occasional A/L may be submitted up to 45 days in advance.

3c. The immediate supervisor shall determine if leave can or cannot be granted. In the event of disapproval, the immediate supervisor shall so endorse the 3971 stating reason for disapproval and return the 3971 to the employee within 7 calendar days. Occasional annual leave not disapproved within 7 days shall be considered approved on the 8th day.

3d. All leave requests must be accrued and or credited to the employee before leave is taken. Leave without pay may not be used in lieu of annual leave requested under this article.

ARTICLE 11

HOLIDAYS

1. A holiday volunteer sign up list shall be posted for full time and part time regular employees.

The voluntary sign up list shall be posted for one week prior to the Friday preceding the holiday work schedule posting as referred to in Article XI, section 6 of the Collective Bargaining Agreement. The cut off time for the volunteer sign up shall be the Friday preceding the holiday work schedule posting.

This volunteer sign up list shall constitute the offer for full time and part time regular employees with the required skills to work on the holiday.

The method of selecting non-volunteer full time and part time regular employees to work on a holiday shall be according to the required skills and by inverse seniority in the area requiring holiday work.

ARTICLE 13

ASSIGNMENT OF ILL OR INJURED REGULAR WORK FORCE EMPLOYEES

1. The employer and the union agree to the following provisions for reassignment of ill or injured work force employees to light duty.

Light duty assignments, after compliance by the employee with the Collective Bargaining Agreement, will be determined, at the time of request, on an individual basis, and in keeping with the needs of the service at the time. A copy of the records shall be given to the union upon request. Light duty shall be a permanent agenda item for labor-management meetings.

2a. Light duty assignments shall be defined as assignments adapted to an individual's physical limitations and shall be the most similar to the employee's regular assignment, if possible, based upon the employee's qualifications and medical restrictions as stated by a licensed physician or chiropractor.

2b. Renewal Requirements. In duration of continuous light duty in excess of thirty calendar days another medical document every thirty days shall be required stating the anticipated duration of convalescence.

3a. Light duty assignments shall be those that will meet the needs of the employee and the service.

3b. In order of date of written request for temporary light duty assignments will be made in the following order of recourse:

- 1. Modification of the employee's basic duties within the employee's bid position**
- 2. Available assignment within the craft with different work hours**
- 3. Available assignment within another craft**

3c. Provide split assignments in which an employee may perform certain duties of his/her present assignment and have added thereto other duties available in any craft.

4a. Overtime will not be granted if there is an available qualified ill or injured employee who can help management meet service needs.

5a. Requests for light duty will be considered on an individual basis in order to assure that no employee or group of employees is adversely affected.

5b. Qualified employees in each craft represented by the union shall have priority for every light duty assignment within their respective crafts. Craft lines may be crossed only when no employee in the appropriate craft is deprived thereby when a qualified employee in the craft becomes ill or injured the employee from another craft must relinquish the light duty assignment to the craft member.

5c. Crossing of craft lines for craft not represented by the Union shall be allowed after all light duty requests from employees in the union bargaining unit have been granted.

5d. This shall not preclude detail to a higher level craft position if an employee can medically fulfill the duty requirements of the position.

5e. No employee on light duty will be precluded from bidding and receiving a higher level position of which the employee is qualified.

5f. When APWU light duty assignments exceed available light duty work, the available work shall be distributed among the light duty employees.

ARTICLES 14 & 17

LABOR AMANAGEMENT SAFETY & HEALTH MEETINGS

1.labor Management/Safety and Health meetings shall be held once per month if requested by either Labor or Management. Agenda Items of either Labor or Management shall be submitted at least three days prior to meetings, unless they involve an immediate safety issue. Management shall keep minutes of the meetings and supply the Union with a copy no later than five days after the meeting.

ARTICLE 24

UNION LEAVE

1. Consistent with the provisions of Article 12 of the Collective Bargaining Agreement, one (1) Union representative shall be allowed to attend National, State, and Regional conventions (assemblies). Such leave shall be considered a part of the choice vacation period; however; he/she will not be required to forfeit any prime time vacation leave.

In witness whereof:

William Hearn, Jr.
Postmaster
U.S. Postal Service
Seward, Alaska

Joe Tromblee
Chief Spokesperson
American Postal Workers Union AFL-CIO
Seward, Alaska