

**LOCAL MEMORANDUM
OF
UNDERSTANDING**

Between

**U.S. Postal Service
Kenai, Alaska 99611**

And

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

May 22, 2002

This Local Memorandum of Understanding is entered on May 22, 2002 at Kenai, Alaska between the Midnight Sun 995/996 Area Local, American Postal Workers Union, AFL-CIO, on behalf of its represented employees, and the United States Postal Service.

This Memorandum is pursuant to the local implementation procedures of the 2000 - 2003 National Agreement, and shall remain in force concurrent with the 2000 - 2003 National Agreement. Any item that was locally negotiable and is not mentioned in this document, whether by commission or omission, shall be governed by the National Agreement. This contract shall remain in effect until and unless it is renegotiated.

APWU - MSAL

ARTICLE 3

EMERGENCY CONDITIONS

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 Postmaster. When a decision has been reached to curtail postal operations, to the greatest extent possible, management will notify and seek 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 left open for employees to call in for information.

Employees involved in actual emergency situations not covered in the paragraph above will take immediate action to protect themselves and/or the mails. Under such circumstances, management will be advised as soon as possible.

In the event of emergency conditions, employees will heed the warnings of local public safety authorities. Each employee will at their earliest opportunity, notify supervision of the reason and duration of their anticipated absence. The ultimate decision as to the acceptability of the employee's absence from work shall be made by the installation head. Any adverse decision by the installation head will be subject to Article 15, Grievance-Arbitration procedure, of the National Agreement.

In the event of a severe earthquake or volcanic eruption and a subsequent fallout of volcanic ash in the Kenai area severe enough to endanger postal employee's health or cause concern in a prudent person as to the safety of postal employees the Postmaster shall seek guidance from the proper authorities as to the precautions necessary to ensure the employees health and safety.

In the event of a power failure and the failure of auxiliary power in a postal facility under the administrative control of the Postmaster, Kenai, Alaska, management shall, 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

HOURS OF WORK

As far as practicable the work week will consist of five consecutive days within the service week. There shall be fixed days off.

An "Overtime Desired List" (OTDL) shall be established in each craft listed below:

1. Clerk craft
2. Maintenance craft
 - a. By occupational group and level

The main Kenai Post Office shall be considered as one section and one tour for the use of the OTDL.

Each future branch, station or office under the administrative control of the Kenai Postmaster shall establish separate overtime desired lists per the list above.

Employees shall normally be given two hours of advance notice when overtime is required. Exceptions to the overtime, if requested by the employee may be approved by local management in exceptional cases based on equity (e.g., anniversaries, birthdays, illness, doctor's appointments, etc.)

Employees on the Overtime Desired Lists can withdraw names from the list, in writing, anytime during the quarter. The withdrawal shall be effective seven days from the date the withdrawal was submitted.

Installation heads shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials, prior to break, lunch and end of tour. (Generally 2-3 minutes prior)

ARTICLE 10

LEAVE

SECTION 1-CHOICE VACATION PERIOD

For choice vacation purposes, the annual leave year will consist of twenty-three (23) consecutive weeks beginning with the first fall week in May.

The Clerk Craft will have two slots per week. If the clerk craft complement reaches sixteen (16) there shall be three slots per week for the choice vacation period.

During the second week of September the union shall receive a copy of the proposed sign-up lists, the weekly allocations, and the basis for determining manpower needs which were established by the employer. Accompanying each sign-up list shall be a seniority list. The seniority list will also state the leave category of each employee as of the closing of the choice vacation period.

The union shall have seven calendar days to review the information and should the allocations be inadequate or inequitable, shall meet with the employer to resolve any questions regarding the allocations.

In the absence of a resolution to a dispute that may arise over the weekly allocations, a committee of three shall be established to arrive at a final solution. One committee person shall be selected by the General President of the Midnight Sun 995/996 Area Local, one person shall be selected by the Postmaster, Homer, Alaska and the third person shall be the Employee Assistance Program Director. This will be accomplished not later than September 30th.

The Postmaster shall post a notice on the bulletin board notifying the employees of the beginning of the leave year.

The Choice Vacation period sign-up lists shall be posted for one week for the employees to review. The APWU designee shall circulate the choice vacation period lists to the clerks and maintenance employees, by seniority, for their leave selection. Employees shall be provided time during their regular work hours to sign the choice vacation period list.

Each employee shall have one working day; from the time they are approached by the APWU designee, in which to sign the choice vacation period list.

All leave requested must be accrued and/or credited to the employee before leave is taken. LWOP may not be used in lieu of annual leave requested under this article.

The beginning day of an employee's vacation period shall be Monday.

CHOICE VACATION PERIOD SIGN-UP PROCEDURES

There shall be separate choice vacation period sign-up list in the clerk and maintenance craft.

The clerk craft choice vacation period sign-up list shall consist of a listing by vacation week with dates, with the required number of slots per week. For each slot there shall be one line for the employees to print their name and one line for the employee's signature.

The maintenance craft choice vacation period sign-up list shall also consist of a listing by vacation week with dates, with one (1) slot per week. For each there shall be one line for the employee to print their name and one line for the employee's signature.

An employee who will be absent during the choice vacation period sign up may empower the APWU designee, of another employee, in writing to sign the choice vacation period list in his/her behalf. If the absent employee does not empower another, and does not personally sign up for choice vacation period leave (within the one work day allotted), he/she will be passed over and sign-up will continue with the next junior employee in the office. The by-passed employee shall then be afforded an opportunity to sign the choice vacation period list.

A copy of the list shall then be posted on the official bulletin board for employees to sign up on a first-come/first-served basis for any remaining leave slots through out the leave period. Employees shall be able to sign the leave list at anytime during the choice period provided the signing is by the Tuesday prior to the leave week.

Employees who have signed up for choice vacation period leave, and who do not wish to take the leave signed for, shall notify their supervisor and the APWU designee at the earliest opportunity to vacate the leave. Vacated leave shall be made available, by seniority, for seven days. After seven days it shall be available first-come/first-served.

With the concurrence of the Postmaster and the union designee, choice vacation period slots may be traded by employees after the choice vacation period sign-up is completed. Trades must be made at least seven (7) calendar days prior to the commencement of the leave week. Employees involved in trades must have the necessary skills to provide for service needs.

New employees to the Homer Post Office, entering the installation work force after the completion of the choice vacation period sign-up, may sign-up for vacant or vacated choice vacation period leave.

Any change to the choice vacation period sign-up list, or non-choice vacation period list, after completion of sign-up, must be signed or initialed by the affected employee(s), the Postmaster or his designee, and the APWU designee.

1. Employees who earn 13 days of annual leave per year shall be granted up to ten (10) days of annual leave during the choice vacation period(s). The number of days of annual leave, not to exceed ten (10) shall be at the option of the employee.
2. Employees who earn 20 to 26 days of annual leave per year shall be granted up to fifteen (15) days of annual leave during the choice period(s). The number of days of annual leave, not to exceed fifteen (15) shall be at the option of the employee.
3. The employee may request two (2) selections during the choice vacation period, in units of five (5) or ten (10) working days, the total not to exceed the ten or fifteen days in paragraph 1 & 2 above.

SECTION 2 - NON-CHOICE VACATION PERIOD

A. For the purposes of this section the period other than choice vacation period is defined as December 26th through the end of November, excluding the choice vacation period defined in Article 10, section 1.

B. The clerk craft will have 2 slots per week during this period except in serious emergency situations.

C. On November 1st a sign-up book will be circulated on a seniority basis by a designated union official until December 1st.

1. Should an employee be absent he may empower in writing a Union representative or designee to sign the book on his/her behalf in order for the sign-up to continue. If an employee or his/her designee does not sign up within 24 hours, he/she will be by-passed and the sign-up will continue.

OCCASIONAL LEAVE

Occasional leave shall not appear on the choice vacation period sign-up list. Occasional annual leave shall be granted on a first come/first served basis. A PS-Form 3971 shall be submitted in duplicate to the immediate supervisor when requesting occasional annual leave. Upon receipt of the PS-Form 3971, the supervisor must complete the portion of the form marked "Signature of Supervisor & Date Notified" and immediately return the duplicate to the employee requesting occasional annual leave. Since occasional annual leave is first-come/first-served the supervisor must also fill in that portion of the PS-Form 3971, "Time of call or Request" to establish order of receipt. Requests for occasional leave may be submitted up to 45 days in advance.

The immediate supervisor shall determine if leave can or cannot be granted. The supervisor will notify the employee of approval or disapproval of the leave request within **five (5)** calendar days. If the original form 3971 is not returned to the employee, endorsed with the reason for disapproval, within (7) calendar days the leave is approved.

All leave must be supported by an appropriate form 3971 prior to leave being taken.

BEREAVEMENT LEAVE

- A. In cases of death in the immediate family of an employee the employee will be granted annual leave, or leave without pay in the absence of an annual leave balance, of a minimum of 14 calendar days unless a shorter period is requested by the employee.

- B. For the purpose of administration of this provision, the immediate family shall be defined as:
 - 1. Spouse and parents of spouse.
 - 2. Children and spouses of children.
 - 3. Parents.
 - 4. Brothers and sisters.
 - 5. Persons related by blood, and whose close association with the employee was such as to have been equivalent to a close family relationship.

JURY DUTY

Employees selected for jury duty while on Choice Vacation shall be afforded the opportunity to sign for other vacant or vacated leave slots.

ARTICLE 11

HOLIDAY SCHEDULING

A holiday volunteer sign-up list shall be posted for full time and part time employees on the Monday preceding the posting of the holiday work schedule (Tuesday) referred to in Article 11, section 6, of the National Agreement. The cutoff time for volunteer sign-up shall be the close of the Homer Post Office on the Saturday preceding the holiday work schedule posting.

The sign-up list shall constitute the offer for full time regular and part time regular employees, with the required skills to volunteer for holiday work, if needed.

The selection of employees to work on a holiday or the day designated as their holiday shall be made in the following order:

1. Casuals.
2. Part time flexibles, even if overtime is necessary.
3. Volunteers, full time and part time regular employees, by seniority.
 - a. Whose regular schedule includes that day.
 - b. Whose regular schedule does not include that day.
4. Non-volunteer full time and part time regulars by inverse seniority.
 - a. Whose regular schedule does not include that day.
 - b. Whose regular schedule includes that day.

ARTICLE 12

EXCESSING

Consistent with the National Agreement, section 12, section 5, C.4.a the identification of assignments for the purpose of reassignments within an installation of employees excess to the needs of a section shall be:

1. Clerk craft
 - a. window/distribution positions
 - b. other clerk positions

2. Maintenance craft
 - a. custodial positions
 - b. firemen/labors
 - c. mechanics helpers
 - d. enginemen

3. Future branches, stations, and window service units.

ARTICLE 13

ILL & INJURED EMPLOYEES

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

DEFINITION: Light duty assignments shall be defined as assignments adapted to an individual's physical limitations shall be those most similar to the employee's regular assignments, if possible. Light duty assignments shall be based upon employee's qualifications and the medical restrictions as stated by a Medical Provider as defined in the FMLA-LAW.

The employee must request light duty in writing.

Light duty assignments, after compliance with the National Agreement (employee's written request), medical statement supplied to management, etc. will be determined at the time of the request on an individual basis and in keeping with the needs of the service. As soon as possible after the employee's written request for light duty, the Postmaster or designee will schedule a light duty hearing with the affected employee and a Union steward or alternate to discuss the employee's physical restrictions, available work, and variations in the clerks normal duties or hours that may be given to the Union and the employee within five working days of the light duty hearing.

Renewal Requirement: If the duration of continuous light duty is in excess of thirty (30) calendar days a Medical Provider statement shall be required every thirty days stating the anticipated duration of the convalescence.

In order of date of written request for temporary light duty, assignments shall be made in the following order:

1. Modification of the employee's basic duties with in the employee's bid position.
2. Available assignments within the craft and on the same tour and in the same facility.
3. Available assignment within the craft and other than on the same tour, but in the same facility.
4. Available assignments within the craft, on the same tour, other than the same facility.

5. Available assignment within the craft, other than on the same tour, and other than in the same facility.
6. Available assignment with another craft.
7. Provide split assignments, in which an employee may perform certain duties of his present assignment and have added thereto other duties available in any craft.

Overtime will not be scheduled or assigned to other employees if there is a qualified ill or injured employee, with the necessary skills who, within non-overtime hours, can help management meet service needs. Medical Provider limitations will be the determining factor.

Requests for light duty shall be considered on an individual basis in order to assure that no employee nor group of employees is adversely affected.

Within their medical limitations, as defined by the Medical Provider, ill or injured employees within a craft shall have priority for available light duty assignments within their respective craft. Craft lines may be crossed only if no ill and injured employee in the appropriate craft is deprived thereby. Therefore, an employee from another craft must relinquish a light duty assignment when an employee with the appropriate craft becomes ill or injured.

Cross-craft light duty assignments of employees of crafts not represented by the APWU shall be allowed after all light duty assignments of employees in the APWU bargaining unit have been granted.

Nothing contained herein shall preclude detail to a higher level craft position if an employee can medically fulfill the duty requirements of the position.

Nothing contained herein shall preclude an employee from bidding and receiving a higher level position for which the employee may otherwise qualify.

**ARTICLE 17
LABOR MANAGEMENT/SAFETY & HEALTH MEETINGS**

Labor Management/Safety & Health meetings shall be held once per month if requested by either Labor or Management. Management shall keep minutes of the meetings and supply the union a copy within 7 days.

Agenda items of either Labor or Management shall be submitted 7 days prior to the meeting.

**ARTICLE 20
PARKING**

There shall be handicapped employee parking as needed.

**ARTICLE 24
UNION LEAVE**

Code 84 Union leave to attend union activities requested prior to the determination of the choice vacation schedule shall not be counted as choice vacation period leave.

**ARTICLE 37
CLERK CRAFT**

SECTION 1C

Preferred duty assignments shall not be posted for bid when:

1. Periodic minor route adjustments are made to the existing schemes.
2. Financial responsibility is changed.

The incumbent shall have the option of accepting or declining the position as redescribed. However, if the incumbent declines the position as redescribed, he/she then becomes an unassigned regular and the position shall be posted for bid.

If cumulative changes in the starting time of the preferred duty assignments exceeds one hour, but is not one and one-half hour, the duty assignment may be reposted at the incumbent's option. The incumbent shall not have the option of accepting the new reporting time when it exceeds one hour and one-half hour. The starting time of all preferred duty assignments presently in effect as of October 1, 1996, shall be the center point for the application of the radius.

When the starting time of a preferred duty assignment is changed and the duty assignment is not required to be posted, the clerk holding the duty assignment and the APWU designee shall be notified of the time change in writing.

SECTION 3C, D & E

When a preferred duty assignment becomes vacant and is available for bidding, or a new preferred duty assignment is created, the following guidelines shall apply:

1. Management shall decide the hours of duty (beginning and ending), tour, the principal assignment area, qualification standards, and physical requirements unusual to the specific assignment. The bid duty assignment shall be posted on a Wednesday by noon. The bidding period shall be for seven (7) days and will close at noon the following Wednesday. A copy of the postings is to be mailed to the APWU local president.

Bids are to be submitted in writing on PS Form 1717, or PS Form 1717A, or locally designed multi-bid forms. In the absence of the appropriate forms, bids may be submitted in letter form. At the minimum, the letter shall contain:

1. The name and social security number of the applicant
2. The job description or position number
3. The applicant's signature

If multiple bids are enclosed the clerk's choices shall be numbered, e.g., first, second, third, etc.

Bids for preferred duty assignments are to be placed in the designated locked bid box at the Homer Main Post Office. If the PS Form 1717/letter cannot be placed in the bid box by the bidder the bid may be mailed to the Postmaster, but must be clearly marked "CLERK BID ENCLOSED". The Postmaster shall place the unopened envelope in the bid box. It is the responsibility of the clerk to assure that their bid is received in the Homer Post Office Prior to the close of the bid period (noon Wednesday).

Bids shall be removed from the locked receptacle (bid box) with an APWU designee present. The names of the successful bidders shall be posted as soon as possible, but no later than twenty-four hours after the bid box is opened.

A union officer or union designee shall be allowed to check the records of previous bids to ascertain the number of times an employee has bid during the life of the National Agreement, if there is a question of an applicant exceeding the maximum number of bids.

Bid withdrawal shall be in accordance with the National Agreement, Ref. Article 37, Section 3.A6.

The successful bidder(s) shall be placed in their new position (s) at the beginning of the next pay period, but not later than 21 days. Ref. Article 37, Section 3.F.2.

The Postmaster shall maintain a posted current seniority list. A copy of this list will be given to the APWU Steward as changes are made.

The Postmaster shall post a copy of an updated seniority list (of all employees of each craft represented by the APWU) within ten days of the first day of January, April, July, and October. One copy of this list shall be furnished to the APWU designee.

Management shall advise the union prior to orientation of new personnel (Up to 15 minutes shall be granted)

ARTICLE 38 MAINTENANCE CRAFT

Maintenance assignments shall be posted when:

Building services;

1. Custodial; Non-custodial
 - a. When a change in the specific duties on the route sheets of a particular position account for 50% (cumulative) change of said duties, the position shall be reposted.
 - b. Change in domicile.
 - c. The incumbent shall have the option of accepting or declining the changed or redescribed position. If the incumbent declines the position as described, he/she then becomes an unassigned regular until the posting is completed.

When it is necessary that fixed schedule day(s) of work in the basic work week for a craft assignment be permanently changed, or the starting time for such assignment be changed by one and one-half hour or more, the affected assignment shall be reposted by notice of intent. If the incumbent in the assignment has more seniority for the preferred assignment than the senior employee on the preferred assignment eligibility register for those off days or hours the employee may remain in the duty assignment, if the employee desires.

Management shall advise the union prior to orientation of new personnel (Up to 15 minutes shall be granted)

END OF LOCAL MEMORANDUM OF UNDERSTANDING TEXT

IN WITNESS WHEREOF:

(DATE)

5-22-02

(DATE)

(SIGNATURE)

Vicki Shilliam
Postmaster
Kenai, Alaska 99611

(SIGNATURE)

Joe Tromblee
Negotiator
Midnight Sun 995/996
Area Local APWU
AFL-CIO