

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE AND THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO**

RE: LMOU FOR OFFICES WITHOUT A LOCAL UNION STRUCTURE

Previous LMOU Language	New LMOU Language	Explanation of Changes
<p>I. PREAMBLE</p> <p>This Local Memorandum of Understanding (LMOU) was discussed and developed by the parties pursuant to the MOU Re: LMOUs for Offices Without a Local Union Structure, agreed upon in the 2010 National Agreement. It is entered into by and between the United States Postal Service (Employer) and the American Postal Workers Union (Union) and shall become effective thirty (30) days from the date signed by the parties and will extend through the life of the 2010-2015 National Agreement.</p>	<p>I. PREAMBLE</p> <p>This Local Memorandum of Understanding (LMOU) was discussed and developed by the parties pursuant to the MOU Re: LMOUs for Offices Without a Local Union Structure, agreed upon in the 2015 National Agreement. It is entered into by and between the United States Postal Service (Employer) and the American Postal Workers Union (Union) and shall extend through the life of the 2015-2018 National Agreement</p>	<p><i>Updated and Changed the reference date in the 1st sentence to be the 2015 National Agreement.</i></p> <p><i>Eliminated the previous effective date language. Updated and Changed the term and expiration dates in the last sentence to be the 2015-2018 National Agreement.</i></p>
<p>II. DEFINITIONS</p> <p>A "local union structure" is defined as a chartered union local acknowledged by the</p>	<p>II. DEFINITIONS</p> <p>A "local union structure" is defined as a chartered union local acknowledged by the</p>	<p><i>No Change</i></p>

<p>Union at the national level, with established officer structure, including but not limited to, a local president, local vice-president, secretary-treasurer and properly certified shop steward(s).</p>	<p>Union at the national level, with established officer structure, including but not limited to, a local president, local vice-president. secretary-treasurer and properly certified shop steward(s).</p>	
<p>III. APPLICABILITY</p> <p>This model LMOU shall be applicable to offices of the United States Postal Service, wherever located throughout the nation, where:</p> <ol style="list-style-type: none"> 1. there is no local union structure; and 2. there are APWU represented employees. <p>This model LMOU shall not super cede existing LMOUs currently in effect, unless the local Employer and State President or National Business Agent agrees to replace their current LMOU with this model LMOU. If both parties do not agree to replace the existing LMOU, then the existing LMOU shall stand for the duration of the 2010 National Agreement.</p>	<p>III. APPLICABILITY</p> <p>This model LMOU shall be applicable to offices of the United States Postal Service, wherever located throughout the nation, where:</p> <ol style="list-style-type: none"> 1. there is no local union structure or statewide or district wide LMOU; and 2. there are APWU represented employees. <p>This model LMOU shall not supersede existing LMOUs currently in effect, unless the local Employer and State President, or National Business Agent, agree to replace their current LMOU with this model LMOU during the local implementation period. If both parties do not agree to replace the existing LMOU, then the existing LMOU shall stand for the duration of the 2015 National Agreement.</p>	<p><i>New language expands and clarifies the references to offices for application of this LMOU.</i></p> <p><i>New language establishes protections for LMOU language that already exists, and states that consideration for replacement of such existing language with the provisions of this LMOU can occur only during the LMOU negotiations period.</i></p> <p><i>Updated and Changed the reference date in the last sentence to be the 2015 National Agreement.</i></p>
<p>1. Additional or Longer Wash Up Periods (Item 1)</p> <p>Wash-up time, if applicable, will be administered in accordance with Article 8.9 of the National Agreement.</p>	<p>1. Additional or Longer Wash-Up Periods (Item 1)</p> <p>Wash-up time will be administered in accordance with Article 8.9 of the National Agreement.</p>	<p><i>The phrase "if applicable" was removed from the previous LMOU, which removes any confusion over whether wash-up time applies to all employees.</i></p>

<p>2. Guidelines for Curtailment OR Termination of Postal Operations (Item 3)</p> <p>When the decision has been reached to curtail or terminate postal operations, to the extent possible, the Employer will notify the Regional APWU Coordinator or designee of this determination. The Regional APWU Coordinator or designee will provide the installation head in writing with the name and contact information, as soon as practicable.</p>	<p>2. Guidelines for Curtailment or Termination of Postal Operations (Item 3)</p> <p>When the decision has been reached to curtail or terminate postal operations, to the extent practicable. the Employer will notify the Regional APWU Coordinator or designee of this determination. The Regional APWU Coordinator or designee will provide the Employer at the Area level In writing with the name and contact information, as soon as practicable.</p>	<p><i>The term “to the extent possible” was replaced with the term “to the extent practicable”, which strengthens the LMOU requirement to notify the union’s representative of the determination to curtail or terminate operations.</i></p> <p><i>The term “installation head” was replaced with the term “Employer at the Area level”, which clarifies who the union notifies.</i></p>
<p>3. Formulation of Local Leave Program (Item 4)</p> <p>The local leave program shall be administered in accordance with Article 10 of the 2010 National Agreement and Section 510 of the Employee and Labor Relations Manual (ELM).</p>	<p>3. Formulation of Local Leave Program (Item 4)</p> <p>The local leave program shall be administered in accordance with Article 10 of the 2015 National Agreement and Section 510 of the Employee and Labor Relations Manual for career employees, and the PSE MOU, Attachment-A of Appendix A of the CBA, for PSE employees. Excluding the month of December, for incidental annual leave requested during the course of a leave year, a minimum of one (1) APWU represented bargaining unit employee within the installation, by craft. or a minimum of 15 percent of all APWU bargaining unit employees, by craft, if greater than the minimum of 1, will be allowed off on annual leave at any one time. APWU bargaining unit employees on choice vacation or incidental leave during the time period count toward the</p>	<p><i>Updated and Changed the reference date in the 1st sentence to be the 2015 National Agreement.</i></p> <p><i>New language expands and clarifies the use of Incidental Annual Leave by career and PSE APWU represented bargaining unit employees.</i></p> <p><i>This additional new language will allow at least one employee in each craft to be off for Incidental Annual Leave, as well as providing for a minimum of 15 percent of all APWU bargaining unit employees to be allowed off at any one time, with clarifying language that when applying the 15 percent, any fraction ending in .5 or higher will be rounded up to allow an additional employee off.</i></p>

	<p>above minimums. When calculating the minimum based on percentages, any fraction of a number ending in .5 or higher will be rounded off to the next whole number.</p> <p>A PSE who is off on annual leave in lieu of sick leave does not count as a bargaining unit employee off on incidental annual leave in the above paragraph.</p> <p>Any request for incidental annual leave will be acted upon and returned to the employee within 72 hours of receipt by management, or the leave will be considered approved</p> <p>a. In order to maintain the efficiency of its operations and to ensure that APWU represented bargaining unit employees are afforded maximum opportunity for incidental annual leave, consistent with Paragraph 3 above, the APWU and the USPS agree to backfill, if deemed necessary, for bargaining unit employees on incidental annual leave by utilizing the following pecking order:</p> <p>1. Qualified APWU bargaining unit employees at the straight-time rate of pay. in the installation;</p> <p>2. APWU bargaining unit employees at the straight-time rate of pay from other installations pursuant to the HUB Clerk MOU, and the amendment to that MOU RE "Assignment of PTF Hub</p>	<p><i>This new language clarifies that if a PSE is off on annual leave in lieu of sick leave, their absence does not count against the quota of employees who are granted Incidental Annual Leave.</i></p> <p><i>This new language requires management to act on request(s) for Incidental Annual Leave within 72 hours of their receipt. Failure to approve or disapprove such request(s) will result in the request(s) being considered as approved.</i></p> <p><i>This new language regarding backfilling of employees to cover for Incidental Annual Leave is the same as the new provisions regarding Choice Vacation selections in #4, g. 1&2, below.</i></p>
--	---	---

	<p>Clerks", made a part of the 2015 National Agreement, with the exception of Level 6 PSEs that staff RMPOs as agreed in the settlement of National case Q10C-40-C 16035805. Note that PSE usage, in this instance, is for the sole purpose of annual leave during the choice vacation period, as well as for incidental annual leave, and in this limited circumstance only, may be utilized to work window operations.</p>	
<p>4. The Duration of the Choice Vacation Period(s) (Item 5) and Determination of the Maximum Number of Employees Who Shall Receive Leave Each Week During The Choice Vacation Period (Item 9)</p> <p>a. The maximum number of days off during choice vacation is governed by Article 10, Sections 3.D.1 and D.2 of the 2010 National Agreement.</p> <p>b. A choice vacation calendar will be placed on the employees' bulletin board no later than February 1.</p> <p>c. Choice vacation selections shall be made by seniority, among all APWU represented bargaining unit employees.</p> <p>d. Choice vacation period shall be from April 1 through November 30.</p> <p>e. February 15, shall be the final date for</p>	<p>4. The Duration of the Choice Vacation Period(s) (Item 5) and Determination of the Maximum Number of Employees Who Shall Receive Leave Each Week During the Choice Vacation Period (Item 9)</p> <p>a. The maximum number of days off for choice vacation leave is governed by Article 10, Sections 3.D.1 and D.2 of the 2015 National Agreement.</p> <p>b. A choice vacation calendar will be placed on the employees' bulletin board no later than January 15th.</p> <p>c. Choice vacation selections shall be made by seniority, among all APWU represented bargaining unit employees.</p> <p>d. Choice vacation period shall be from March 1, through November 30.</p> <p>e. February 1, shall be the final date for</p>	<p><i>Updated and Changed the reference date in subsection a. to be the 2015 National Agreement.</i></p> <p><i>New language provides an additional two weeks for employees to review the choice vacation calendars.</i></p> <p><i>New language provides an additional month for employees to take choice vacation each leave year.</i></p> <p><i>New language requires employees to submit</i></p>

<p>employees to submit their request(s) for choice vacation period(s). If the employee desires a copy of the approved leave request, the employee must submit the request in duplicate.</p> <p>f. For choice vacation selections only, one (1) APWU represented bargaining unit employee will be allowed off each week during the choice vacation selection period.</p> <p>g. In order to maintain the efficiency of its operations and to ensure that APWU represented bargaining unit employees are afforded maximum opportunity for choice vacation selections, consistent with Paragraph 4.a, above, the APWU and the USPS agree to backfill, if deemed necessary, for vacationing bargaining unit employees by utilizing the following pecking order:</p> <ol style="list-style-type: none"> 1. Qualified APWU bargaining unit employees at the straight-time rate of pay, in the installation; 2. APWU bargaining unit employees at the straight-time rate of pay from other 	<p>employees to submit their request(s) for choice vacation period(s). If the employee desires a copy of the approved leave request, the employee must submit the request in duplicate.</p> <p>f. For choice vacation selections, a minimum of one (1) APWU represented bargaining unit employee within the installation by craft or a minimum of 15 percent of all APWU bargaining unit employees, by craft if greater than the minimum of 1 will be allowed off each week during the choice vacation period. When calculating the minimum based on percentages, any fraction of a number ending in .5 or higher will be rounded off to the next whole number.</p> <p>g. In order to maintain the efficiency of its operations and to ensure that APWU represented bargaining unit employees are afforded maximum opportunity for choice vacation selections, consistent with Paragraph 4.a, above, the APWU and the USPS agree to backfill, if deemed necessary, for vacationing bargaining unit employees by utilizing the following pecking order</p> <ol style="list-style-type: none"> 1. Qualified APWU bargaining unit employees at the straight-time rate of pay, in the installation; 2. APWU bargaining unit employees at the straight-time rate of pay from other 	<p><i>their request(s) for choice vacation by February 1st instead of February 15th.</i></p> <p><i>New language removes the previous restriction of only one APWU represented employee being allowed off each week in the installation for choice vacation. Additional new language will allow at least one employee in each craft to be off, as well as providing for a minimum of 15 percent of all APWU bargaining unit employees to be allowed off each week, with clarifying language that when applying the 15 percent, any fraction ending in .5 or higher will be rounded up to allow an additional employee off.</i></p>
--	---	---

<p>installations pursuant to the Hub Clerk MOU, if practical;</p> <p>3. Postal Support Employees (PSEs) from other installations. Note that PSE usage, in this instance is for the sole purpose of annual leave coverage during the choice vacation period and in this limited circumstance only, may be utilized to work the window operations.</p> <p>h. The installation head/designee shall post the approved vacation schedule no later than March 1.</p> <p>i. Upon request, the installation head/designee will provide the APWU Regional Coordinator/designee with a copy of the completed vacation planning schedule.</p>	<p>installations pursuant to the HUB Clerk MOU, and the amendment to that MOU RE: 'Assignment of PTF Hub Clerks', made a part of the 2015 National Agreement, with the exception of Level 6 PSEs that staff RMPOs as agreed in the settlement of National case 010C-40-C 16035805. Note that PSE usage, in this instance, is for the sole purpose of annual leave during the choice vacation period, as well as for incidental annual leave, and in this limited circumstance only, may be utilized to work window operations.</p> <p>h. The installation head/designee shall post the approved vacation schedule no later than February 15.</p> <p>i. Upon request, the installation head/designee will provide the APWU Regional Coordinator/ designee with a copy of the completed vacation planning schedule.</p>	<p><i>New language lists the restrictions and limitations of backfilling of APWU bargaining unit employees from other installations in order to afford maximum opportunity for choice vacation selections, pursuant to recent MOUs and a grievance settlement.</i></p> <p><i>The new language combines the previous language of paragraph #3 into paragraph #2.</i></p> <p><i>New language requires the installation head/designee to post the approved vacation schedule no later than February 15th instead of the previous requirement of March 1st.</i></p>
<p>5. The Determination of the Beginning Day of an Employee's Vacation Period (Item 6)</p> <p>The choice vacation period shall start on the first day of the employee's basic work week pursuant to Section 10.3.E of the 2010 National Agreement. Exceptions may be granted by agreement among the employee, the union representative and the Employer.</p>	<p>5. The Determination of the Beginning Day of an Employee's Vacation Period (Item 6)</p> <p>The choice vacation period shall start on the first day of the employee's basic work week pursuant to Section 10.3.E of the 2015 National Agreement Exceptions may be granted by agreement among the employee, the union representative and the Employer.</p>	<p><i>Updated and Changed the reference date in the 1st sentence to be the 2015 National Agreement.</i></p>

<p>6. Whether Employees at Their Option May Request Two Selections During the Choice Vacation Period, In Units of Either 5 Or 10 Days (Item 7)</p> <p>Employees may request two selections during the Choice Vacation Period in units of five (5) and ten (10) days or one selection of fifteen (15) days, pursuant to Section 10.3.D of the 2010 National Agreement. The total leave approved cannot exceed the ten or fifteen days above</p>	<p>6. Whether Employees at Their Option May Request Two Selections During The Choice Vacation Period, In Units of Either 5 Or 10 Days (Item 7)</p> <p>Employees may request two selections during the Choice Vacation Period in units of five (5) and ten (10) days or one selection of fifteen (15) days, pursuant to Section 10.3.D of the 2015 National Agreement.</p>	<p><i>Updated and Changed the reference date in the 1st sentence to be the 2015 National Agreement.</i></p> <p><i>Eliminated restrictive language that limited the total amount of approved leave.</i></p>
<p>7. Whether Jury Duty and Attendance at National or State Conventions Shall Be Charged to The Choice Vacation Period (Item 8), and Annual Leave to Attend Union Activities Requested Prior to Determination of Choice Vacation Schedule Is Part of the Total Choice Vacation Plan (Item 20)</p> <p>a. Pursuant to Section 10.3.F of the 2010 National Agreement, an employee who is called for jury duty during the employee's scheduled choice vacation period or who attends a National, State or Regional Convention (Assembly) during the choice vacation period is eligible for another period provided this does not deprive any other employee of first choice for scheduled vacation and does not interfere with the needs of the service.</p> <p>b. Annual leave approved to attend other union activities prior to the granting of Choice</p>	<p>7. Whether Jury Duty and Attendance at National or State Conventions Shall Be Charged to The Choice Vacation Period (Item 8), and Annual Leave to Attend Union Activities Requested Prior to Determination of Choice Vacation Schedule Is Part Of the Total Choice Vacation Plan (Item 20)</p> <p>a. Pursuant to Section 10.3.F of the 2015 National Agreement, an employee who is called for jury duty during the employee's scheduled choice vacation period or who attends a National, State or Regional Convention (Assembly) during the choice vacation period is eligible for another period provided this does not deprive any other employee of first choice for scheduled vacation and does not interfere with the needs of the service.</p> <p>b. Annual leave approved to attend other union activities prior to the granting of</p>	<p><i>Updated and Changed the reference date in the 1st sentence to be the 2015 National Agreement.</i></p>

<p>Vacation Period will be charged to the Choice Vacation Period.</p>	<p>Choice Vacation Period will be charged to the Choice Vacation Period.</p>	
<p>8. The Procedures for Submission of Applications for Annual Leave During Other Than the Choice Vacation Period (Item 12)</p> <p>The remainder of the employee's accrued annual leave may be granted at other times during the year, as requested by the employee, if approved by the installation head/designee.</p>	<p>This entire portion regarding Incidental Annual Leave was moved to be part of Item #4, above.</p> <p>NOTE; All of the following Items were renumbered accordingly.</p>	
<p>9. Light Duty Assignments (Items 15, 16, 17)</p> <p>Light duty will be administered in accordance with Article 13 of the 2010 National Agreement.</p>	<p>8. Light Duty Assignments (Items 15, 16, 17)</p> <p>Light duty will be administered in accordance with Article 13 of the 2015 National Agreement</p>	<p><i>This Item was renumbered to be Item 8, following the elimination of Item 7, above.</i></p> <p><i>Updated and Changed the reference date to be the 2015 National Agreement.</i></p>
<p>10. Overtime Desired List (Item 14)</p> <p>Overtime Desired List (OTDL) shall be established in accordance with Article 8 of the 2010 National Agreement.</p>	<p>9. Overtime Desired Lists (Item 14)</p> <p>Overtime Desired List (OTDL) shall be established in accordance with Article 8 of the 2015 National Agreement.</p>	<p><i>This Item was renumbered to be Item 9, following the elimination of Item 7, above</i></p> <p><i>Updated and Changed the reference date to be the 2015 National Agreement.</i></p>
<p>11. Employee Parking (Item 19)</p> <p>If available and authorized by the installation head, non-designated vehicle parking spaces may be utilized by APWU bargaining unit employees, on a first come, first served basis.</p>	<p>10. Employee Parking (Item 19)</p> <p>If available and authorized by the installation head, non-designated vehicle parking spaces may be utilized by APWU bargaining unit employees, on a first come. first served basis.</p>	<p><i>This Item was renumbered to be Item 10, following the elimination of Item 7, above</i></p> <p><i>No Change</i></p>

<p>12. Seniority, Reassignments and Posting (Item 22)</p> <p>When it is necessary to change, abolish and/or revert a duty assignment, the installation head/designee shall notify the APWU Regional Coordinator/designee, in writing of this determination.</p>	<p>11. Seniority, Reassignments and Posting (Item 22)</p> <p>When it is necessary to change, abolish and/or revert a duty assignment, the installation head/designee shall notify the APWU Regional Coordinator/designee, in writing of this determination.</p>	<p><i>This Item was renumbered to be Item 11, following the elimination of Item 7, above</i></p> <p><i>No Change</i></p>
	<p>12. Application Exception</p> <p>Without setting any precedent, and solely for this LMOU and with the understanding that this will not be cited in any forum except for enforcement of this LMOU, the definition of "Installation" applies both to singular stand-alone Associate Offices (AOs) and/or to POSTPlan offices which would include the Administrative Post Office (APO) and the Remotely Managed Post Offices (RMPOs) assigned to the APO as one installation.</p>	<p><i>Additional new language clarifies the application and restrictions of this LMOU</i></p>
<p>This LMOU for MAL offices expires on May 20, 2015.</p>	<p>This LMOU for MAL offices expires with the expiration of the 2015-2018 National Agreement</p>	<p><i>Updated and Changed the date that the LMOU for MAL offices expires as the expiration date of the 2015-2018 National Agreement.</i></p>