

**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

I. PREAMBLE

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 **2018** 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 **2018-2021** National Agreement.

II. DEFINITIONS

A "Local Union structure" is defined as a chartered union local acknowledged by the 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).

III. APPLICABILITY

This model LMOU shall be applicable to offices of the United States Postal Service, wherever located throughout the nation, where:

1. there is no Local Union structure or statewide or district wide LMOU; and
2. there are APWU represented employees.

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 **2018** National Agreement.

1. Additional or Longer Wash-Up Periods (Item 1)

Wash-up time will be administered in accordance with Article 8.9 of the National Agreement.

2. Guidelines for Curtailment or Termination of Postal Operations (Item 3)

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.

3. Formulation of Local Leave Program (Item 4)

The local leave program shall be administered in accordance with Article 10 of the **2018** 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 % 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 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.

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.

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.

- 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:
 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 installations pursuant to the HUB Clerk MOU, and the amendment to that MOU RE "Assignment of PTF Hub Clerks", made a part of the **2018** National Agreement, with the exception of Level 6 PSEs that staff RMPOs as agreed in the settlement of National case Q10C-4Q-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.

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)

- 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 **2018** National Agreement;
- b. A choice vacation calendar will be placed on the employees' bulletin board no later than January 15;

- c. Choice vacation selections shall be made by seniority, among all APWU represented bargaining unit employees;
- d. Choice vacation period shall be from March 1, through November 30;
- e. February 1, shall be the final date for 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;
- 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% 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;
- 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:
 - 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 installations pursuant to the HUB Clerk MOU, and the amendment to that MOU Re: "Assignment of PTF Hub Clerks", made a part of the **2018** National Agreement, with the exception of Level 6 PSEs that staff RMPOs as agreed in the settlement of National case Q10C-4Q-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.
- h. The installation head/designee shall post the approved vacation schedule no later than February 15;
- i. Upon request, the installation head/designee will provide the APWU Regional Coordinator/designee with a copy of the completed vacation planning schedule.

5. The Determination of The Beginning Day of an Employee's Vacation Period (Item 6)

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 **2018** National Agreement. Exceptions may be granted by agreement among the Employee, the Union Representative, and the Employer.

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)

Employees may request two (2) 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 **2018** National Agreement.

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)

a. Pursuant to Section 10.3.F of the **2018** 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;

b. Annual leave approved to attend other union activities prior to the granting of choice vacation period will be charged to the choice vacation period.

8. Light Duty Assignments (Items 15, 16, 17)

Light duty will be administered in accordance with Article 13 of the **2018** National Agreement.

9. Overtime Desired Lists (Item 14)

Overtime Desired List (OTDL) shall be established in accordance with Article 8 of the **2018** National Agreement.

10. Employee Parking (Item 19)

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.

11. Seniority, Reassignments and Posting (Item 22)

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.

12. Application Exception

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.

This LMOU for MAL offices expires with the expiration of the **2018-2021** National Agreement.

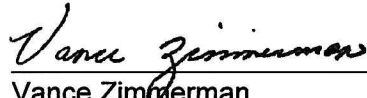
For the Employer:



Rickey R. Dean
Manager, Contract Administration (APWU)
United States Postal Service

Date: 07/03/2020

For the Union:



Vance Zimmerman
Industrial Relations Director
American Postal Workers Union, AFL-CIO

Date: July 3, 2020