

LOCAL MEMORANDUM OF UNDERSTANDING

For Offices Without a Local Union Structure

Between
**American
Postal Workers
Union, AFL-CIO**

And
U.S. Postal Service

**February 24, 2008
November 20, 2010**



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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 2006 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 2006-2010 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; and
2. there are APWU represented employees.

This model LMOU shall not supercede 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 2006 National Agreement.

**1. Additional Or Longer Wash Up Periods
(Item 1)**

Wash-up time, if applicable, 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 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.

**3. Formulation Of Local Leave Program
(Item 4)**

The local leave program shall be administered in accordance with Article 10 of the 2006 National Agreement and Section 510 of the Employee and Labor Relations Manual (ELM).

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 during choice vacation is governed by Article 10, Sections 3.D.1 and D.2 of the 2006 National Agreement.
- b. A choice vacation calendar will be placed on the employees' bulletin board no later than February 1.
- c. Choice vacation selections shall be made by seniority, among all APWU represented bargaining unit employees.
- d. Choice vacation period shall be from April 1 through November 30.
- e. February 15, 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 only, one (1) APWU represented bargaining unit employee will be allowed off each week during the choice vacation selection period.

- 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, if practical;

 - 3. Postmaster Relief (PMR) from other installations. Note that PMR 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. This agreement cannot be

cited in any forum as a basis for arguing that the PMR position or PMR work is within or should be within the bargaining unit and does not in any way change the definition of PMR as outlined in ELM Section 419.3, modify the national award in Case No. Q94C-4Q-C 96081517, acknowledge the duties assigned are bargaining unit work nor acknowledge that the PMR position should be in the bargaining unit.

- h. The installation head/designee shall post the approved vacation schedule no later than March 1.
- 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 2006 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 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 2006 National Agreement. The total leave approved cannot exceed the ten or fifteen days above.

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 2006 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. The Procedures For Submission Of Applications For Annual Leave During Other Than The Choice Vacation Period (Item 12)

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.

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

Light duty will be administered in accordance with Article 13 of the 2006 National Agreement.

10. Overtime Desired List (Item 14)

Overtime Desired List (OTDL) shall be established in accordance with Article 8 of the 2006 National Agreement.

11. Employee Parking (Item 19)

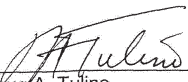
If available and authorized by the installation head, non-designated vehicle parking spaces may be utilized by APWU bargaining unit employees, on a first come, first served basis.

12. 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.

This LMOU for MAL offices expires on November 20, 2010.

For the Employer:




Doug A. Tulino
Vice President
Labor Relations

Date:

1/25/08

For the Union:



William Burrus
President
American Postal Workers Union

Date: JANUARY 25, 2008

**IMPLEMENTATION AGREEMENT
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION**

RE: LMOU FOR OFFICES WITHOUT A LOCAL
UNION STRUCTURE

The parties agree that for the purposes of initial implementation of the LMOU for offices without a local union structure dated January 25, 2008, the following dates apply for 2008 only:

- Item 4.b will be changed to March 1
- Item 4.e will be changed to March 15
- Item 4.h will be changed to April 1

This MOU is intended for calendar year 2008 only and will expire on April 2, 2008.

For the Employer:

For the Union:



Doug A. Tulino
Vice President
Labor Relations

Date: 1/28/08



William Burrus
President
APWU

Date: 1/28/2008

