

MEMORANDUM

The undersigned parties negotiated a Memorandum of Understanding (MOU) entitled "LWOP in Lieu of SL/AL" that allows an employee to request Leave Without Pay (LWOP) prior to exhausting annual or sick leave. The following serves as a guide for administering these newly negotiated MOU provisions.

The basic intent of (in) this MOU is to establish that an employee need not exhaust annual or sick leave prior to requesting LWOP. One example of the term "need not exhaust" is (where) when an employee requests maternity or paternity leave and was previously required by local management to exhaust their sick or annual leave prior to receiving LWOP. An employee now has the option of requesting LWOP in lieu of sick or annual leave, (when they reach the point where they may "exhaust" their leave benefits).

It was not the intent of this MOU to increase leave usage (i.e., approved time off). Moreover, it was not the intent that every or all instances of approved leave be changed to LWOP thus allowing the employee to accumulate a leave balance which would create a "use or lose" situation. Furthermore the employer is not obligated to approve such leave for the last hour of the employee's scheduled workday prior to and/or the first hour of the employee's scheduled workday after a holiday.

This MOU does not change (impact) Local Memoranda of Understanding regarding procedures for prescheduling annual leave for choice or nonchoice vacation periods. It also was not intended to provide employees the opportunity to preschedule LWOP in lieu of annual leave for choice or nonchoice periods. (or increase leave usage. An employee may at a later date request to change the prescheduled annual leave to LWOP, subject to supervisor approval in accordance with normal leave approval procedures. however, this option is available to an employee only if they are at the point of exhausting their annual leave balance and the employee must provide evidence of such to their supervisor at the time of the leave request (e.g., pay stub)).

This MOU does not establish a (there is no) priority between incidental requests for annual leave or LWOP when several employees are simultaneously requesting such leave. The normal established local practice prevails, i.e., whether leave requests are approved in order of seniority or on a first come first serve basis or other local procedure. This memorandum of understanding has no effect on any other leave provisions contained in the Employee and Labor Relations Manual or other applicable manuals and handbooks other than specified by its specific terms.

July 30, 1991

Dear Ms. Cagnoli:

The 1990 Arbitrated Contract provides new provisions for the use of leave, permitting the use of LWOP at the employee's discretion. The only way to give any meaning to these new provisions is to modify PS Form 3891 that the employee's request for leave or LWOP occurs after the absence has been approved. The supervisor's decision to grant the request to be absent should not be colored by the leave used.

This was the parties intent in agreeing to the revised language. It would be made meaningless, if the approval is based on whether or not leave is requested.

This is to request your immediate attention to this issue.

Yours in union solidarity,

*William Burnus
Executive Vice President*

*Sherry A. Cagnoli
Asst. Postmaster General
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100*

WB:rb