

LOCAL MEMORANDUM OF UNDERSTANDING

Between

American Postal Workers Union
Puerto Rico Area Local 1070

and

U.S. Postal Service, Puerto Rico

Representing

Clerks, Maintenance
Motor Vehicle and
Support Services Divisions



APWU AFL-CIO PRAL 1070

Juan Carlos Gonzalez Del Valle - President

Angieliz Colondres - Vice President

Daphne Cotes - Secretary

July 25, 2022 to September 20, 2024

TO: APWU MEMBERS

FROM: Juan Carlos González-Del Valle- President PRAL-1070 APWU

RE: Local Memorandum of Understanding

This is our 2021-2024 Local Memorandum of Understanding as provided by Article 30 of the National Collective Bargaining Agreement.

Yet another year of working very hard to bring up to date our LMOU. We succeeded in many areas, and we need to continue to improve it in other areas. I strongly recommend that every member read and understand thoroughly this agreement. Every member has the right to file a grievance when an item of this agreement is violated by management.

I am very proud of and wish to recognize every member of the negotiation team and every member who helped us by providing ideas. Now it is our duty to follow the rules and regulations written in this document and to make sure that management abides by them.

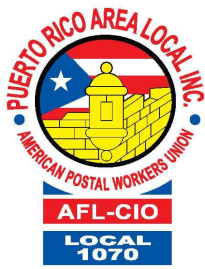
Sincerely and in Union Solidarity,

Juan Carlos González Del Valle

APWU Puerto Rico Area Local 1070 Negotiation Team

1. Juan Carlos Gonzalez-Del Valle - President and Alternative Spokesperson
2. Angieliz Colondres – Vice President and Chief Spokesperson
3. Samuel Hernandez – Legislative Director and Negotiator
4. Guillermo Aviles Jr. – Clerk Craft Director Technical Advisor
5. Raul Betancourt - Maintenance Craft Director and Technical Advisor
6. Gabriel Medina – Human Relations Director and Technical Advisor
7. Omar Ortiz – Metro Regional Coordinator and Technical Advisor
8. Grisselle Nieves – Northern Regional Coordinator and Technical Advisor
9. Luis Soto – Eastern Regional Coordinator and Technical Advisor
10. Kenny Novoa – Southern Regional Coordinator and Technical Advisor
11. Jordan Villanueva/ Chief Shop Steward and Technical Advisor
12. Daniel Soto/ National Business Agent and Historian

Note: Bold Face Type in the text indicates revised or a new language. Boldface type in headings does not necessarily indicate change.



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Date: 07/25/2022

To: ALL APWU CRAFT MEMBERS

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REGIONAL COORDINATOR
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Luis Soto
REGIONAL COORDINATOR
EASTERN DISTRICT

Alvin Serrano
REGIONAL COORDINATOR
WESTERN DISTRICT

From: Angieliz Colondres, APWU PRAL 1070 Vice President

Subject: 2021-2024 LOCAL MEMORANDUM OF UNDERSTANDING (LMOU)

Just a note to show you my appreciation for the help, hard work, and suggestions made by the negotiating committee and members of the APWU Puerto Rico Area Local 1070. It takes teamwork to make a lasting and powerful effect and change. We currently have one of the best LMOUs in the nation, and even though it's not perfect, it is a working process for which we are very proud of the work performed by this team of brothers and sisters.

Please read and familiarize yourselves with each section of this LMOU and make sure to contact your steward if you have any questions or to grieve any violation.

In Union Solidarity,

Vice President, APWU PRAL 1070

TABLE OF CONTENTS

Subject	Content	Page
Preamble		1
Item 1	Wash Up	2
Item 2	Basic Work Week	2
Item 3	Emergency Curtailment	3
Item 4	Leave Program	4
Item 5	Choice Vacation Period	5
Item 6	Vacation Start Day	5
Item 7	Vacation Choice	6
Item 8	Convention, Jury Time	6
Item 9	Number Permitted Vacation	7
Item 10	Vacation Notices	8
Item 11	Leave Year Notices	8
Item 12	Non-Choice Vacation	9
Item 13	Holiday Pecking Order	11
Item 14	Overtime Desired List	12
Item 15	Light Duty – Number of Assignments	14
Item 16	Light Duty – Reserving Assignments	15
Item 17	Light Duty – Identifying Assignments	16
Item 18	Sections for Reassignment	18
Item 19	Parking Spaces	23
Item 20	Union Leave	24
Item 21	Craft Items	24
Item 22	Seniority, Reassignments, Posting	27
	Applicability and Duration	30
	Memorandum of Agreement	31

PREAMBLE

This Memorandum of Understanding is entered into on July 18, 2022, in San Juan, Puerto Rico, between the representatives of the United States Postal Service, Puerto Rico District, and representatives of the Puerto Rico Area Local, APWU, AFL-CIO for the following crafts employees:

Clerk Craft employees
Maintenance Craft employees
Motor Vehicles Craft employees
Support Services Craft employees

This agreement is entered into pursuant to the terms of Article 30. Local Implementation of the 2021-2024 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

It is further established that this Memorandum of Understanding shall have immediate applicability over all installations within the Puerto Rico Area Local, APWU, AFL-CIO, and identified as the Puerto Rico District. Henceforth, it is understood that these provisions will apply on an installation basis.

ITEM 1

ADDITIONAL OR LONGER WASH-UP PERIODS

1. Clerk Craft, All Installations
 - A. Handling pouches and sacks, distribute parcel post manually is considered dirty work. **All** clerks who work in the specific duty assignment identified above or work with toxic materials shall be given 10 minutes of wash up before the lunch period and before the end of tour duty. Past practice shall prevail in **all** other assignments.
2. Maintenance Craft and Motor Vehicle; All Installations
 - A. The employer shall grant a reasonable **wash-up** time to those employees performing dirty work or working with toxic materials before **the** lunch period and at the end of the tour of duty. For all other employees, past practice shall prevail, where applicable.

ITEM 2

THE ESTABLISHMENT OF A REGULAR WORK WEEK OF 5-DAYS WITH EITHER FIXED OR ROTATING DAYS OFF

1. All Crafts; All Installations
 - A. As far as practicable the five (5) days shall be consecutive within the regular service week. Days off will be fixed for all postal installations, except in Carolina Post Office where Tour 1 and Tour 2 (Mail Processing Clerks) will have rotating days off.

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ITEM 3

GUIDELINES FOR THE CURTAILMENT OF TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS

1. All Crafts; All Installations
 - A. It is agreed that the following guidelines are established for the curtailment or termination of postal operations by the employer, taking into consideration:
 1. The welfare of the employees.
 2. The need of the service.
 3. Orders from local government
 4. Civil Defense.
 5. Bulletins from the Weather Bureau and local conditions due to an emergency situation. The situation must be general in scope rather than personal and must prevent a group of employees from working, reporting to work, or reporting tardy.
 - B. The employer shall advise the Union representative before **rendering** a decision **on** whether or not **to** curtail operations within two hours **and for situations of an immediate nature, the Union will be notified as expeditiously as the decision has been made to curtail operations.**
 - C. The employer shall make timely announcements through local radio, television stations, **readily available media outlets, and the USPS emergency hotline** as to whether or not employees shall report to work in the event of curtailment or termination of postal operations.
 - D. However, in instances when employees are unable to report to work because of an emergency condition beyond their control, the decision as to whether or not the absence shall be charged to administrative leave will be based on the merits of each individual case provided that employees furnish supporting documentation.

ITEM 4

FORMULATION OF THE LOCAL LEAVE PROGRAM

1. All Crafts; All Installations

- A. Choice and Non-Choice vacation periods shall be granted at each installation by stations and sections in each tour.
- B. Both parties will meet during the month of October of each year to determine the period of the choice and non-choice vacation periods.
- C. Batches for Choice and Non-Choice vacation will be posted **from** November 1 until November 30. Employees will have until November 30 to apply. The employer will post approved selections by December 31. Copies will be provided to the APWU President or designee upon request to the Installation Head.
- D. Employees who did not get awarded any batch because of seniority will be offered the remaining batches until they get one within five (5) days of awarding the batches by seniority.
- E. Employees shall not be granted a second selection during the Choice and Non-Choice Vacation Period until a selection has been awarded to all employees during such period.
- F. Employees will make every effort to retain sufficient Annual Leave to cover their approved selections.
- G. Once an employee has been awarded his/her selection during the vacation period, it cannot be changed, postponed, or canceled, except by agreement between the employee, his /her union representative, and the employer two months prior to the start of the employee's awarded vacation period. This is including having no sufficient annual leave at the time of the awarded period.
- H. If an employee changes, postpones or cancels the approved selection for a valid reason as in Part G above, the selection shall be available to the next senior employee of the section, as identified in Part A, if it had been requested during the vacation selection period. If no selections were made during the Choice Vacation selection period, the remaining batch(es) will be posted within five (5) days for a period of five (5) days. The employer will post approved selections within three (3) days.

ITEM 5

THE DURATION OF THE CHOICE VACATION PERIOD

1. All Crafts; All Installations
 - A. The Choice Vacation period shall be from the first full pay period of April to the last full pay period of August.

ITEM 6

THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD

1. All Crafts; All Installations
 - A. The Choice and Non-Choice Vacation periods shall start on the first day (Saturday) of the Full-Time Regular (FTR), Part-Time Flexible (PTF), or Postal Support (PSE) employee's basic work week. When a holiday falls during the approved vacation period the employee may, at his/her option, extend his/her vacation for eight (8) hours. The request must be made during the choice and non-choice vacation selection period. When an employee fails to request an extra day during the choice and non-choice vacation selection period, it may only be granted with management approval.

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ITEM 7

WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO (2) SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER FIVE (5) OR TEN (10) DAYS

1. All Crafts; All Installations

- A.** Employees who earn 20 (160hrs) or 26 (208hrs) days of annual leave may choose any one of options A through E below. Employees who earn 13 (104hrs) days of annual leave may choose any one of options C, D, or E below.
- 1.** Three (3) continuous weeks in a batch; or
 - 2.** Two (2) continuous weeks in a batch and one (1) separate week in a different batch; or
 - 3.** Two (2) separate weeks in different batches; or
 - 4.** Two (2) continuous weeks in a batch; or
 - 5.** One (1) week.

Note: Employees are not allowed to **break** any 3-week batches by selecting the middle week.

ITEM 8

WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO CHOICE VACATION PERIOD

1. All Crafts; All Installations

- A.** Attendance to National or State Conventions, Jury Duty, and, offsite technical training, shall not be charged to **the** employee's Choice Vacation Period. The provisions of Item 4.1F will apply only to Jury Duty when practicable.
- B.** The Employer will make every effort to schedule maintenance employees to offsite technical training billets so that the billets shall not coincide with the approved Choice Vacation period unless the employee request such billets.

ITEM 9

DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD

1. All Crafts; All Installations
 - A. The number of employees who shall receive leave each batch in each station, section, and scheme, by tour, as applicable is fifteen percent (15%).
2. Clerk Craft; Aguadilla, Arecibo, Caguas, Carolina, Guaynabo, Mayagüez, Ponce, Rio Grande and Toa Baja.
 - A. During the Choice Vacation Period ten percent (10%) per batch, by tour or one (1) by each section.
3. Clerk Craft; All other Installations
 - A. During the Choice Vacation Period, ten percent (10%) of the employees in each installation or section by tours shall be granted leave in each batch.
4. Maintenance Craft
 - A. The number of employees who shall receive leave each batch shall be the following:
 1. Building Services- fifteen percent (15%) on each tour.
 2. Building Equipment Section- fifteen percent (15%) on each tour.
 3. Postal Equipment and Mail Processing Equipment Section- fifteen percent (15%) on each tour.
 4. Field Maintenance Office Section- fifteen percent (15%) on each tour.
 5. Maintenance Control Unit Section- fifteen percent (15%) on each tour.
5. Motor Vehicle Craft
 - A. Any number of employees from each tour shall be granted leave during the Choice Vacation period provided that no less than (1) employee of the same title and designation will be on annual leave in the same batch.

ITEM 9 SECTION 6

6. All Crafts; All Installations

- A. Where the need of the service permits, additional employees may go on vacation in the same batch by sections and tours.
- B. When applying the percentage above, results of .5 or higher will be rounded to the next higher whole number. (For example, 2.5 rounds to 3 while 2.4 rounds to 2).
- C. **Postal Support Employees will also bid during the regular Choice and Non-Choice bid process without affecting the seniority list of career employees.**

Postal Support Employees in Mail Processing will bid for vacation batches from January 5 until January 12. Management will post the vacation awards by January 31, 2022.

ITEM 10

THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE

1. All Crafts; All Installations

- A. The Employer shall provide a copy of the vacation selection requested with an approval signature to each employee upon approval of the requested leave.

ITEM 11

DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR

1. All Crafts; All Installations

- A. By November 1st of each year, notices will be posted on all bulletin boards in the installation starting **at** the beginning of the new leave year.

ITEM 12

THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD

1. All Crafts; All Installations

- A. Submission of PS Form 3971, Request for a Notice of Absence will be submitted to the Supervisor in duplicate. The original will remain with the Supervisor as an official document.

The copy will be given back to the employee with the Supervisor's signature of notification and the date and time of receipt.

B. Advance planning for Non-Choice Vacation Period

1. Applications should be submitted to the immediate supervisor or designee and shall be considered in order of seniority.
2. November 1 through November 30 of each year shall be the period for submission of applications for annual leave during the non-choice vacation period for the upcoming leave year.
3. The Employer shall post in each installation and station by section, as applicable, the approved Annual Leave Schedule for Non-Choice Vacation Period not later than December 31 of each year.
4. Employees will make every effort to retain sufficient Annual Leave to cover approved applications.
5. No employee shall have scheduled Annual Leave canceled or be called into work while on vacation except by agreement between the employee, his/her Union representative, and the Employer.
6. The Union will notify the Employer in the affected installation as much in advance as possible, of the dates and anticipated number of employees needed to be released for National, State, Regional, or Local Convention, or other similar events that are outside the Choice Vacation Period. Annual Leave or Leave without pay, at the employee's option will be granted provided the approval of such leave does not **have a serious adverse effect on** the service needs of the installation.
7. Procedures of Item 7 and Item 9 will apply to this part of this Item.

ITEM 12 SECTION 1.C

C. Incidental Leave

1. Leave requests for personal matters shall be processed in order of receipt by the employee's immediate supervisor by installations, stations, sections, and tours as applicable. Such requests must be submitted at the beginning of the employee's tour and must be processed before the end of the tour. Failure by the employee's immediate supervisor to notify the employee of the approval or disapproval of the leave requested on PS Form 3971 (as specified on Item 12.1A) before the end of the employee's tour of duty shall be assumed approved.
2. The Employer shall make every effort to grant leave to Union representatives and employees for the purpose of attending official Union Business.
3. The Union's representatives shall not be denied leave requests for official Union Business unless an extreme emergency situation does exist. Such requests will be made as soon as possible.

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ITEM 13

THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY

1. All Crafts; All Installations
 - A. Once the Employer has determined the number and category of employees needed for holiday or designated holiday, employees will be selected in the following order:
 1. Full-Time employees with the necessary skills who volunteered to work the holiday or day designated as their holiday by seniority on a rotating basis.
 2. Full-Time employees with the necessary skills who would have volunteered to work the holiday who otherwise have the holiday as a scheduled non-workday by seniority on a rotating basis.
 3. All Postal Support Employees even if overtime is necessary.
 4. All Part-Time Flexibles even if overtime is necessary.
 5. Full-Time employees who do not volunteer on what would otherwise be their scheduled non-workday by inverse seniority on a rotating basis.
 6. All other full-time regular employees by inverse seniority on a rotating basis on what would otherwise be their holiday or designated holiday.
 - B. Full-Time employees will not be required to work their holiday or day designated as their holiday unless all volunteers on the tour with the necessary skills are given the opportunity to work, regardless of their normal assignment.

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ITEM 14

WHETHER “OVERTIME DESIRED LISTS” IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR

1. All Crafts; All Installations
 - A. The Overtime Desired List shall be posted at the P&DC by sections in each tour. Customer Services shall be posted by installation and/or stations by sections and tour. The current Overtime Desired List shall be posted at all times within the area of the affected employees. The Overtime Desired List shall show the quarter covered with dates, inclusive.
 - B. A Union Representative will be provided with a copy of the Overtime Desired List.
2. Maintenance Craft; All Installations
 - A. An Overtime Desired List in the Maintenance Craft shall be established for each occupational group and level and special qualifications where necessary.
 - B. The Overtime Desired List shall be posted on all maintenance bulletin boards by tours, sections, occupational groups, and levels, properly initialed by appropriate management maintenance officials. A copy of the Overtime Desired List will be provided to a Union Representative.
3. Motor Vehicle Craft; All Installations
 - A. The Employer agrees that the Overtime Desired List shall be established by tours and sections.
 - B. The current Overtime Desired List shall be posted at all times within the area of the affected employees and shall show the quarter covered with the dates, inclusive. A copy of the Overtime Desired List will be provided to the Union Representative.

ITEM 14 SECTION 4

4. All Crafts; All Installations

- A. Employees required to work overtime during their tour of duty shall be notified in advance at least one (1) hour before their end tour.
- B. The Overtime Desired List shall be composed of **three (3)** separate columns indicating overtime up to ten (10) hours, penalty hours up to twelve (12) hours, **and the non-scheduled day off**. The employee will initial the column he or she so desires.

Employees in the OTDL may be used outside their preferences as per Article 8.5 and MOU Re: Article 8 of the CBA.

- C. No employee of one tour or section will be assigned to work overtime on another tour or section when there are employees on the Overtime Desired List to work overtime on that tour or section.
- D. A copy of the Overtime Desired List for all tours and sections shall be furnished to the Union Representative properly initialed by the manager or designee. Overtime Desired List shall be posted at all times within the sections, schemes, stations, and branches of the installation during the quarterly periods.
- E. Overtime hours worked and opportunities offered will be posted and updated quarterly, by sections, tours, stations, **and** branches.
- F. Once the Overtime Desired List is closed no one may sign the list except:
 - 1. Employees who have been converted to full-time.
 - 2. Employees who have bided to another Section, Station, and Tour or Location who were on the Overtime Desired List when the quarter began.
 - 3. Employees who were on military leave who return on duty.
 - 4. **Signing-up** must be done within the week of (1), (2), or (3) taking place when an employee begins in the new location of the bided position.
- G. Employees in NTFT duty assignments will be eligible to sign the Overtime Desired List(s).
- H. Item 18 of the LMOU will be utilized to identify sections for the purpose of the OTDL.

ITEM 15

THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT

1. All Crafts; All Installations

- A.** Any number of light-duty assignments within each craft or occupational group for temporary or permanent light-duty assignments will be reserved after formal consultation between the Employer and the Local Union President. The number of light-duty assignments within each craft or occupational group shall be reviewed each year at a Labor Management meeting.

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ITEM 16

THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED

1. All Crafts; All Installations

- A. Light Duty assignments shall be made in accordance with Article 13 of the National Agreement. The Employer will discuss the Light Duty assignment with the employee's Union President or designee. Such discussion will be in advance whenever possible.
- B. Every consideration shall be given to the maximum extent when assigning an employee to temporary light duty to maintain the employee's tour of duty.
- C. Every effort will be made to re-assign the concerned employee within his/her present craft or occupational group even if such assignment reduces the number of hours of the postal support employees. After all, efforts have been exhausted in this area, consideration will be given to re-assignment to another craft or occupational group within the same installation as per guidelines established under Article 13 of the National Agreement.
- D. Employees assigned to temporary Light Duty shall remain in their current salary level.
- E. Temporary Light Duty Assignments will be granted up to sixty (60) days at a time. Additional periods of up to sixty (60) days may be granted upon presentation of updated medical documentation. When appropriate the Employer, the Union, and the affected employee may agree on a longer temporary Light Duty period.
- F. To the greatest extent, the installation head shall respond to all Light Duty requests as soon as possible.

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ITEM 17

THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE

The following are Light Duty Assignments subject to physical limitations based on the examining physician's report when such work is available.

1. Clerk Crafts; All Installations
 - A. Mailing Division, All Tours
 - B. Main Office Window Section (MOWS)
 - C. Registry Section, All Tours
 - D. Computerized Central Mark Up (CFS)
 - E. All Administrative Offices
 - F. Business Mail Entry Unit
 - G. Consumer Affairs
 - H. Any other duties the injured employee is capable of performing as per restrictions.
2. Maintenance Craft; All Installations
 - A. Maintenance Control
 - B. Bench Work
 - C. Cleaning and dusting distribution cases
 - D. Any other duties the injured employee is capable of performing as per restrictions.

ITEM 17 SECTION 3

3. Motor Vehicle Craft; All Installations

- A. Fueling Vehicles
- B. Assisting in Dispatch Office.
- C. Assisting in **the** preparation of truck reports.
- D. Assisting in tool and parts office.
- E. Any other duties the injured employee is capable of performing as per restrictions.

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ITEM 18

THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION

- Tour I - begin tour times between 2000 – 0399**
Tour II - begin tour times between 0400 – 1199
Tour III - begin tour times between 1200 – 1999

The above definition of “tour” is used throughout this LMOU unless otherwise specifically addressed in an individual article/section.

The following are identified as sections when it is proposed to reassign within the installation employees excess to the need of a section:

1. Clerk Craft; **Mail Processing Annex 2 (MPA2)**

Each of the sections identified below is further subdivided by tour:

A. Automation – (T1, T2, T3)

1. DIOSS, DBCS, CIOSS, LCREM
2. **AFCS Cancellation (T3)**

B. Manual Operations – Non-scheme

1. Manual Letter Operation (030, 040) **(T1, T2, T3)**
2. Manual Flat **Operation** (060, 070) **(T1, T2, T3)**

C. Registry – (T1, T3)

D. SWYB Manual (T1, T3)

E. Platform – Logistics (T1, T2, T3)

1. Expeditors
2. Ramp Clerks

ITEM 18 SECTION 2

- 2. Clerk Craft; Mail Processing Annex 3 (MPA3)**
 - A. SWYB – (T1, T2, T3)**
 - B. Parcel Sorter Machines – (T1, T2, T3)**
 - 1. APBS**
 - 2. ADUS**
 - C. Registry – (T1, T3)**
 - D. Manual Operations – Non-scheme**
 - 1. Manual Package Operation (INTRA) (T3)**
 - 2. Express Mail (T2)**
 - 3.aa Outbound a (Secondary) T3**
 - E. Platform – Logistics (T1, T2, T3)**
 - 1. Expeditors**
 - 2. Ramp Clerks**
 - F. Quality Control SVC Unit**
 - 1. Data Collector Tech (T1, T2)**
- 3. Clerk Craft; Detached Mail Distribution Unit (DMDU)**
 - A. SWYB – (T1, T2, T3)**
 - B. Parcel Sorter Machines – (T1, T2, T3)**
 - 1. LCUS**
 - 2. APBS**
 - C. Manual Operations – Non-scheme – (T1, T2, T3)**
 - 1. Manual Package Operation (324)**

ITEM 18 SECTION 3.D

D. Platform

- 1. Expeditors (T1, T2, T3)**
- 2. Bulk Mail Dock Clerk (T2)**

- 4.** Clerk Craft; Customers Services, San Juan Stations, branches, and other San Juan facilities each of the sections **identified** below are further subdivided by tours:

A. Computerized Forwarding System (CFS)

B. Business Mail Entry Unit

- 1.** Mailing Requirements
- 2.** Consumer Affairs
- 3.** Bulk Mail Technicians

C. Administrative Office

- 1.** Customer Service
- 2.** Operation Program Support
- 3.** Administrative Support
- 4.** Customer Service Support
- 5.** Finance

D. Platform (MOWS)

- 1.** Expeditors
- 2.** Ramp Clerks

E. Each Station and Branch is a separate section.

F. Main Office Window Section (MOWS)

- 1.** Window Section
- 2.** GPO Boxes
- 3.** Accountable Paper

ITEM 18 SECTION 5

5. Clerk Craft; Installations with classified stations.

A. Aguadilla

1. Aguadilla Main- Tour 1 and Tour 2
2. Victoria Station
3. Ramey Station

B. Aibonito

1. La Plata

C. Arecibo

1. Arecibo Main
2. Barrio Cotto Station
3. Arecibo Pueblo

D. Caguas

1. Caguas Main
2. Caguas North Station

E. Carolina

1. Roberto Clemente Walker PO
2. Carolina (Pueblo) Station
3. Plaza Carolina Station

F. Lares

1. Angeles

G. Mayaguez

1. Mayaguez Main
2. Marina Station

ITEM 18 SECTION 5.H

H. Ponce

1. Pampanos Ponce Main Tour 1 and Tour 2
2. Atocha Station

I. Rio Grande

1. Rio Grande Main
2. Palmer Station

J. Toa Baja

1. Toa Baja Main
2. Levittown Station

6. Clerk Craft; Other Installations

- A.** All other installations without established sections, the entire installation shall be considered a section.

7. Maintenance Craft; San Juan Installation

- A.** All tours and stations by occupational group and level within the following categories:

1. Building Services
2. Maintenance Control Unit (MCU)
3. Field Maintenance Office (FMO)
4. Building Equipment Maintenance
5. Postal Equipment and Mail Processing Equipment

8. Maintenance Craft; Other Installation

- A.** Sections identified by tours and occupational group and level.

ITEM 18 SECTION 9

9. Motor Vehicle Craft

A. Sections identified by tours and occupational group and level.

1. Vehicle Maintenance Facility- GMF
2. Vehicle Maintenance Facility- Ponce
3. Motor Vehicle Service

ITEM 19

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

1. All Crafts; All Installations

- A. A Joint Labor/Management sub-committee shall be established with representation from each craft to be known as the Parking Committee for the purpose of studying and resolving present and future parking problems and needs at all USPS parking facilities, only to the **extent** cited in Article 20, sections 2 and 3 of the National Agreement. This committee will submit recommendations to the Postmaster.
- B. Parking Space shall be provided to all employees on a space-available basis, first come, first served.
- C. The Employer agrees to provide parking spaces within the controlled parking area for the designated Union representative while on official business related to the administration of the contract.

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ITEM 20

THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION SCHEDULE IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN.

1. All Crafts; All Installations
 - A. Request for annual leave to attend Union activities requested prior to determination of the choice vacation schedule shall not be part of the total choice vacation plan.

ITEM 21

THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT

1. All Crafts; All Installations
 - A. Sufficient change in starting time to cause reposting. The assignment that requires a change in starting time of more than one (1) hour or days off must be reposted unless negotiated between the parties when there is more than one change to an employee position within one year. After negotiations between the parties, the incumbent has the option of accepting or not the new change.
 - B. Length of posting. Notice of vacant duty assignments and new positions shall remain posted for ten (10) days.
 - C. Shorter period for placement in **the** new assignment. Excluding the month of December, the successful bidder shall be placed in the new assignment within fourteen (14) days, provided the employee meets the qualification requirements of the position.

ITEM 21 SECTION 2

2. Maintenance Craft; All Installations

- A. Reposting an assignment where the change in starting time is two (2) or more hours, subject to Article 38, section 4 A. 4., of the National Agreement. Duty assignments that required a change of days off must be reposted. An exception to the requirement to repost an assignment where the change in starting time is two or more hours may be negotiated locally. 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 so desires.

3. Motor Vehicle Craft; All Installations

- A. Change of starting time.
 - 1. Duty assignments that require a change in starting time of two or more hours or a change of days off must be reposted.
- B. Length of posting.
 - 1. Notice of vacant duty assignments and new positions shall remain posted for ten (10) days.
- C. Shorter period for placement in **the** new assignment.
 - 1. Excluding the month of December, the successful bidder shall be placed in the new assignment within fourteen (14) days, provided the employee meets the qualification requirements of the position.
- D. Posting and Bidding.
 - 1. Ponce- Vehicle Maintenance Facility will have **its** own posting and bidding.
 - 2. San Juan- Vehicle Maintenance Facility will have **its** own posting and bidding.
 - 3. All full-time regular Motor Vehicle Operators, Tractor Trailer Operators, and all Motor Vehicle Maintenance craft assignments shall be posted for bid each calendar year during the month of January when requested by the Union.

ITEM 21 SECTION 4

4. All Crafts; All Installations

- A. Every effort shall be made to equalize the hours of work available between all part-time flexible within the installations, stations, and tours. Every effort includes providing opportunities for all part-time flexible to become similarly qualified. Skills and qualifications will be considered in comparing part-time flexible hours.
- B. Training facilities, necessary material, and training personnel will be made available for voluntary off-the-clock utilization to employees who bid for a preferred duty assignment **that** requires scheme knowledge as **a** prerequisite to **the** permanent filling of the duty assignment and the employee is not already qualified on the prerequisite scheme, as long as it conforms with the provisions contained in the Fair Labor Standard Act.
- C. Employees shall review their OPF through the Lite Blue Internet Site.
- D. Coffee Breaks - there will be two (2) ten-minute breaks during each employee's tour of duty. **The** time of break is subject to business conditions. **The Past Practice shall prevail.**
- E. Certified Union representatives of all APWU crafts shall be allowed the use of telephones, faxes, and copy machines (When using copy machines, the paper will be provided by the Union) for the purpose of receiving and placing calls for legitimate business related to the administration of the National and Local Agreements.

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ITEM 22

LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS, AND POSTING

1. Seniority All Crafts

- A.** An updated copy of the Seniority List of all employees of all crafts shall be posted every calendar quarter on all bulletin boards at work locations where craft employees are permanently assigned.
- B.** Copy of the Seniority List shall be furnished to the President of the Puerto Rico Area Local Inc. 1070 -APWU, and to the Craft Directors or Designees.
- C.** Normally, on temporary movements between sections, the Employer will recognize the application of seniority in the daily movements of employees with the needed skills and qualifications.

2. Reassignments- All Crafts

- A.** Reassignments will be subject to Article 12 of the CBA, but craft articles shall prevail.

3. Posting & Bid

A. Clerk Craft

- 1. Employees may bid on more than one posted job having the same closing date. When multiple bids are submitted, the employee shall designate the preference of jobs in writing in numerical order. This shall be done by stating first choice, second choice, etc., on a multiple bid PS form 1717A, telephone bidding, or computerized bidding process.
- 2. Employees desiring to withdraw a bid shall have the right to cancel the bid, in writing, **on** the telephone, or computerized bidding process at any time before the closing time (hour and date) of the posting.
- 3. The President of Puerto Rico Area Local Inc. 1070- APWU or his/her designee shall be present when bids are opened and recorded, in offices with manual bids. This process shall also apply when assigning residual positions to unassigned employees. A list of bidders shall be furnished to the Union.
- 4. The Local President must be informed, in writing, in advance of any permanent changes in work week and duty assignments starting time and the reason (s) thereof.

ITEM 22 SECTION 3.A.5

5. If a Senior Bidder is not the Successful Bidder because he/she has been awarded five (5) bids during the duration of the National Agreement, the reason shall be given on the notice announcing the Successful Bidder.
6. Vacant Clerk Craft duty assignments shall be posted and filled in accordance with Article 37 of the National Agreement. Vacant clerk craft duty assignments shall be posted for ten (10) days. Bids must be received at the place and time specified in the posting.
7. When the Senior Bidder becomes qualified or is already qualified on the scheme requirements of the duty position, he/she shall be placed in the new assignment within fourteen (14) days, except in the month of December.
8. When an employee is designated as a Successful Bidder and remains a live Bidder on other bids, the employee shall notify the employer in writing within ten (10) days of his/ her election to remain a bidder on one or more of those assignments. The notice shall identify the assignment(s) by job and posting number. Failure to notify within ten (10) days will cancel such other bids.
9. An unencumbered full-time employee with a fixed schedule shall bid on a duty assignment posted for bid by employees in the craft. If the employee does not bid or is the unsuccessful bidder such employee shall be assigned in any residual assignment, in accordance with Article 37 section 4.C.1.A. of the National Agreement. The employee's preference will be considered if there is more than one (1) assignment available and shall be honored except where an employee can be assigned to an available duty assignment for which he/she is currently qualified (including scheme requirement).

4. Maintenance Craft

- A. The Postal Service must post on bulletin board(s) Preferred Assignment Register (PARs) and Promotion Eligibility Registers (PERs) in accordance with Article 38.4.B.

ITEM 22 SECTION 5

5. All Crafts; All Installations

- A. The President of the Union or designee shall be present when bids are opened and recorded. President or designee shall be furnished with the list of bidders within ten (10) calendar days after bids are opened.
- B. The Employer will provide the Union President at the local level with a copy of PS Form 1723 showing the beginning and ending of all such details.
- C. Part-Time Flexible employees shall be notified of the next day reporting time prior to the end of his/her tour of duty in the previous day.

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APPLICABILITY AND DURATION

This memorandum of understanding is entered by and between the representatives of the United States Postal Service, Puerto Rico District Labor Relations Manager, and the President of the Puerto Rico Area Local 1070, American Postal Workers Union pursuant to the local implementation provisions of the 2021-2024 National Agreement. This Local Memorandum of Understanding is effective as of July 25, 2022 and shall remain in full force and effect until midnight of September 20, 2024.



For the U. S. Postal Service
Puerto Rico District
Neftali N. Pluguez
District Manager
Date 07.25.2022




For the Puerto Rico Area Local 1070
American Postal Workers Union
Juan Carlos González-Del Valle
President
Date 07.25.2022

Memorandum of Agreement


Re: Labor/ Management Corporation

- A. Use of Swing Rooms - The Union shall be permitted to hold meetings of Union Representatives and members in conference rooms and swing rooms during swing time provided the Employer is given advance notice and participating employees are off-the-clock and there is no disruption of service.
- B. Cabinets and Space - Cabinets and space to keep Union supplies shall be loaned to the Union.
- C. Special Events - Announcement of results of special events will be made over the public address system where available.
- D. Publications - The Employer shall provide all APWU Craft Directors and President with a copy of the Postal Bulletin and Regional Bulletin.
- E. Safety Defects - The Employer and the Union recognize that all reported defects, unsafe equipment, and vehicles shall be properly repaired before **being** returned to the work floor.
- F. PS Form 8085 - The President of the Puerto Rico Area Local Inc. 1070, APWU, or designee shall receive copies of PS form 8085 (Maintenance Craft Only).
- G. Joint Labor/ Management Committee Meeting
 - 1. APWU PRAL-1070 LMM - The Joint Labor/Management Committee meeting shall be held **monthly. The following meeting will be agreed upon before adjourning and shall be part of the agenda items.** Christmas operations will be **the** subject of a separate Joint Labor/Management meeting.
 - 2 All other Installations - Meetings will be upon request or as needed.
 - 3 Agenda
 - A. All agenda items shall be answered in writing. Those items requiring further research or study will be carried over as agenda items to be answered not later than the following meeting.
 - B. The agenda will be submitted to the manager, Labor Relations, on the Friday preceding the Labor/ Management meeting.

This Memorandum is incorporated by the parties into the 2021 Local Memorandum of Understanding.



For the U. S. Postal Service
Puerto Rico District
Neftali N. Pluguez
District Manager 07.25.2022



For the Puerto Rico Area Local 1070
American Postal Workers Union
Juan Carlos González-Del Valle
President 07.25.2022

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