

ARIZONA REGIONAL PROCESSING DISTRIBUTION  
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LOCAL MEMORANDUM OF UNDERSTANDING  
THE UNITED STATES POSTAL SERVICE

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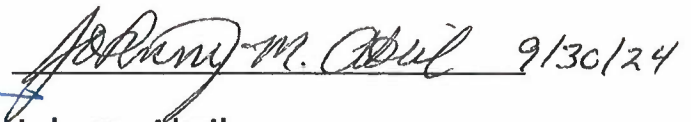
AMERICA POSTAL WORKERS UNION

LOCAL 93

Date: September 30, 2024



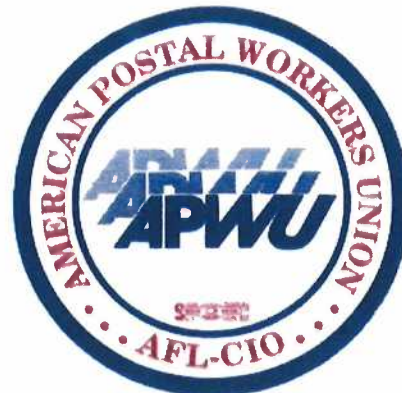
Sunny Kuruvilla  
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 9/30/24

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President  
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**UNITED STATES**  
**POSTAL SERVICE**



Management \_\_\_\_\_  
Union JS

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**1. Additional or longer wash-up periods.**

Employees who perform dirty work or work with toxic materials shall be granted up to 5 minutes of wash-up time, before lunch and/or the end of the workday.

Tractor Trailer Operators and Maintenance Craft employees may be granted additional wash-up time, if needed.

**2. The establishment of a regular work week of five (5) days with either fixed or rotating days off.**

Full- Time Regular Employees in the APWU craft shall have a fixed five-day regular work week. With the exception of MVS Drivers, when operationally necessary may have up to 20% split days off.

**3. Guidelines for the curtailment or termination of postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions.**

The decision for curtailment or termination of Postal Operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions (i.e Act of God, Natural Disaster, Bio-hazard Materials), shall be made by the installation head or designee. When the decision has been reached to curtail Postal Operations, to the extent possible, management will notify the employees at the earliest possible time of termination or curtailment operations. Such notification to the employees may be by telephone. Management will inform the local Union President of the decisions made by the installation head or designee to curtail the operation or allow employees to return to the building, as soon as practicable.

**4. Formulation of local leave program**

- Prior to October 15th management shall post a blank leave book with the available openings, as defined in Item 9 and 12, in each section.
- All leave requested in advance shall be submitted in triplicate copy on PS Form 3971 and shall be handed directly to the employee's immediate supervisor. As notice of receipt, one copy shall be returned to the employee at the time of submission.
- Choice vacation period submissions shall be November 1st- November 15th. TTO submissions will be accepted following Annual bid awards.
- All leave shall be granted by craft seniority in each section.
- If duplicate requests for the same period are received beyond the percentages allowed, the senior employee shall be given the leave period. The junior employee must resubmit within three calendar days after notification of disapproval but no later than three days before the posting of award, for an open period for choice vacation.

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- All advance commitments for granting annual leave must be honored except in serious emergency situations in accordance with 10.4 D.
- Leave request for openings not yet filled will be approved, provided the request is submitted no later than the Tuesday prior to the work week(s) in which the leave is desired. Approval of leave request made after the designated Tuesday will be subject to business conditions.
- Any request for incidental annual leave will be acted upon and returned as described below to the employee or the leave will be considered approved.
- All leave request submitted for same day leave will be submitted at the beginning of the tour and will be responded to within 2 hours.
  - a. Request for eight (8) hours or more of annual leave submitted within the first two (2) hours of the tour for use within seven (7) days will be acted upon within that tour of duty.
  - b. All leave request other than same day submitted will be adjudicated within 3 calendar days.

**5. The duration of the choice vacation period(s).**

The choice period shall begin on the first day of the Postal leave year and encompass the entire year.

**6. The determination of the beginning day of an employee's vacation period.**

Vacation Periods shall start on the first day of the employee's basic work week. The first day of day of the basic work week is defined as the day immediately following the employee's scheduled days off, and in the case of split days off, after the second scheduled day off. Exceptions may be granted by agreement among the employee, union, and employer.

**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.**

Employees may request two vacation selections during the choice vacation period up to the maximum length of continuous time pursuant to Article 10.3 (5, 10, or 15 days), of the National Agreement. Employees must identify their selections by first and second choice. All first selections will be acted upon by seniority prior to consideration of employee's second choice. Thereafter, the second choice will also be acted upon by seniority.

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**8. Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.**

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 available period provided this does not deprive any other employee of first choice for scheduled vacation in accordance with 10.3 F.

The leave for National, State or Regional Convention (Assembly) shall be blocked off up to the number of delegates to ensure the delegates may be granted leave in accordance with Art 24.2.B of the National Agreement.

**9. Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.**

A maximum of 15% of employees as identified in Article 7.1A, as of September 1st, shall be allotted Annual Leave during the choice vacation period. If a fraction occurs at or above .50, it will be rounded up, with a minimum of one.

**10. The issuance of official notices to each employee of the vacation schedule approved for such employee.**

No later than December 1st, Management shall complete the Official Action on PS Form 3971 and return a copy to the employee as notification of their choice vacation submission.

**11. Determination of the date and means of notifying employees of the beginning of the new leave year.**

The Employer shall, no later than November 1, publicize on bulletin boards and by other appropriate means the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year.

**12. The procedures for submission of applications for annual leave during other than the choice vacation period.**

A maximum of 5% of employees on the as identified in Article 7.1A, as of September 1st, shall be allotted Annual Leave during other than the choice vacation period. If a fraction occurs at or above .50, it will be rounded up, with a minimum of one.

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### **13. The method of selecting employees to work on a holiday.**

**Maintenance**-Holiday Scheduling will be by Occupational Code, Level and Tour.

1. Volunteers from full time regular employees normally scheduled to work on a holiday, by seniority.
2. Volunteers from full time regular employees normally scheduled off the holiday, by seniority.
3. Full-time regular employees who do not volunteer on what would otherwise be their holiday or designated holiday, regardless of whether the day is the employee's scheduled day off, by inverse seniority.

#### **Motor Vehicle Services**

1. All part-time flexible employees to the maximum extent possible, even if the payment of overtime is required.
2. All full-time regular employees who possess the necessary skills and have volunteered on their holiday or their designated holiday by seniority.
3. All full-time regular employees who possess the necessary skills and have volunteered to work on their non-scheduled day, by seniority.
4. Full-time regular employees who do not volunteer whether it is their non-scheduled day, holiday or designated holiday by inverse seniority.

#### **Clerk**

1. All full-time regular employees who possess the necessary skills and have volunteered on their holiday or their designated holiday by seniority, by primary assignment then by secondary assignment.
2. Postal Support Employees (PSEs)
3. All full-time regular employees who possess the necessary skills and have volunteered to work on their non-scheduled day, by seniority, by primary assignment then by secondary assignment.
4. Full-time regular employees who do not volunteer on what would otherwise be their holiday or designated holiday, regardless of whether the day is the employee's scheduled day off, by inverse seniority by primary assignment then by secondary assignment.

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#### **14. Whether Overtime Desired Lists in Article 8 shall be by section and/or tour.**

##### **Maintenance**

In accordance with Article 8.5, all overtime desired lists (ODL) will be by section and tour as defined in Item 18 of this LMOU.

##### **Motor Vehicle Services**

In accordance with Article 8.5, all overtime desired lists (ODL) will be by section and tour as defined in Item 18 of this LMOU.

##### **Clerk**

In accordance with Article 8.5, all overtime desired lists (ODL) will be by section and tour, primary and secondary assignments as defined in Item 18 of this LMOU.

##### **Overtime Desired List Administration**

- When an Overtime Desired List full-time regular is declared the successful bidder for a job in a new section or is reassigned to a new section during a calendar quarter, the employee may opt to bring his / her name forward from one OTDL to another within four (4) days after the effective date to the new assignment. Effective date, Day 1 being Saturday.
- Whenever a PSE/PTF is converted to full-time during a calendar quarter, he/she will have the opportunity to sign the Overtime Desired List within four (4) days after the effective date to the new assignment. Effective date of conversion, Day 1 being Saturday.
- Employees on the Overtime Desired List(s) can withdraw their names from the list in writing at any time during the quarter. The employee shall identify which part of the list they are withdrawing from. The withdrawal will be effective the day after it is submitted, and the employee is responsible for working the overtime they have already been scheduled (BT/ET or 6<sup>th</sup>) for the remainder of the current week. The employee must stay off the identified Overtime Desired List for the rest of the quarter.
- Employees who sign the OTDL have the option to sign for a 6<sup>th</sup> day only and/or same tour OTDL (10 and/or 12 hour.) The employees will also note if the list they are signing is for their primary bid assignment or their secondary bid assignment(s).
- Unassigned regulars can only sign the OTDL for the section they are assigned to work.
- Employees can sign the Out of Section OTDL only for the areas that they are qualified to work in, regardless of level.
- Management may go to the secondary list and skip the primary OTDL prior to scheduling penalty pay.

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- As a courtesy one-hour notice shall be given to all employees prior to the start of overtime.
- If a ODL is approved a schedule change they shall go to the bottom of the rotation.
- When management attempts to call an employee at home for overtime, if no contact is made, the next available employee will be scheduled. It is the employee's responsibility to keep management aware of the current home/cell phone number.

\*\*\*If an employee is on leave during the entire duration of the OTDL sign up period, he/she will have 7 days upon his/her return to duty to sign the OTDL\*\*\*.

**15. The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.**

There shall be no light duty assignments reserved for temporary or permanent light duty assignments. Each request for temporary light duty assignment shall be adjudicated on its own a case-by-case basis in accordance with Article 13 as defined in Items 16 and 17 of this Agreement. No regular employee on a bid job will be adversely affected because of light duty assignments.

There shall be no official permanent light duty sections or work areas.

**16. The method to be used in reserving light duty assignments so that no regularly assigned member of the regular workforce will be adversely affected.**

When an employee requests light duty, the USPS will make a bona fide effort to identify light duty work consistent with the employee's medical restrictions. In providing such light duty, the USPS should minimize any adverse or disruptive impact on the employee and shall not adversely affect a career employee due to light duty for others. The following examples may be considered:

Modifying the existing assignment:

- Reassignment in craft within the same hours as the employee's regular duty assignment,
- Modification of hours on the same tour as the employee's regular duty assignment,
- Reassignment within craft on another tour,
- Reassignment within another craft.

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**17. The identification of assignments that are to be considered light duty within each craft represented in the office.**

**Potential Light Duty Assignments:**

Maintenance- TBD

Motor Vehicle Services- Gate Control

Clerk- TBD

120 days from the start of APWU craft employees in this facility, Management and the Union will meet to discuss potential additional Light Duty assignments.

**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.**

Sections shall be by Tour.

The following work areas will comprise a section:

**Maintenance**

Occupational Code

**Motor Vehicle Services**

Tractor Trailer Operators

Dispatch Coordinators

**Clerk**

Dock Operations

Mail Processing Operations

Lead Clerks

\*\*\* If there are any additions or removal of mail processing machines and/or operations during the lifetime of this LMOU, Management and Union will re-meet to discuss potential sectional changes.

**19. The assignment of employee parking spaces.**

With the exception of the current covered parking, East and West Parking Lots are available for all Bargaining Unit Employees. All parking spaces are subject to current postal parking regulations and will be on a first come, first serve basis.

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**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.**

Annual Leave approved to attend Union activities prior to the granting of choice vacation period will be counted in the percentage provided for in Item 8 and Item 9.

**21-22.**

**Those other items which are subject to local negotiations as provided in the craft provisions of this Agreement. Local implementation of this Agreement relating to seniority, reassignments and posting.**

### **Maintenance Craft Implementation**

When the start time for a position in the Maintenance Craft is proposed to be changed by more than two hours from the original start time, it shall be reposted unless otherwise agreed between Management and the Union.

### **Motor Vehicle Services Craft Implementation**

When 25% or more change in the runs occurs, Local Unions Designee will meet with Management and have the right to call for an additional annual bid. This additional bid will only occur if the effective date of the movement is prior to July 31<sup>st</sup>.

### **Annual Bidding procedures:**

#### **A. Notification**

When the Union calls for an annual bid, the Union will notify management by November 1<sup>st</sup>.

#### **B. Meeting**

Union & Management will meet within 5 days of notification unless mutual extended.

#### **C. Posting**

- On November 15th, Management will post all runs and provide the Union a copy.
- Management will post runs/duty assignments for 15 days.

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#### **D. Bidding**

- Employees must submit all bid slips into a bid box located in the Supervisor's office by close of posting.
- Employees must bid by 1 of the following:
  1. In person, Employee will have 4 hours to bid once they are notified or have knowledge that they are the eligible bidder.
  2. By Phone (hours available to be contacted), Employees will have 4 hours to bid once they are notified/ contacted that they are the eligible bidder.
  3. By Proxy, appoint an employee to bid in your absence.

#### **E. Recording**

- All recording shall be in a pay status (APWU Representatives).
- Recording will be conducted jointly by the APWU and USPS continuously from December 1<sup>st</sup> through December 31<sup>st</sup>.
- When an employee is the eligible bidder, he will inform a supervisor that he/she wishes to bid. Management will make available an APWU steward to verify the employee's bid selection. The employee (a Proxy may be used at the request of the employee when they are bidding by phone), APWU and Management will all sign verifying the bid selection.
- Management and the Union will take the employees bid sheet and run sheet selected, staple them together, place them in a binder for record keeping purposes.
- Upon completion of the recording process the APWU will provide the final results to Management.

#### **F. Awards**

Management will certify the awards once they are presented by the APWU.

#### **G. Movement**

Awards will take effect the 1st full pay period in January.

#### **Other Than Annual Bidding Procedures:**

- For MVS Drivers, all new or vacant duty assignments shall be posted for seven (7) days. Awards will be made and posted within two (2) working days of the close of the bids. Movement to the new position shall be made on a full pay period within twenty-one (21) days.
- If the starting time of any MVS bid position for motor vehicle operators is changed by more than two (2) hours and/or 25% or more of the duty assignment, the job will be reposted.

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- If any change to an MVS run is made, and the run is not being reposted pursuant to B above, the changes shall take place no sooner than the first day of the following pay period.

### **Clerk Craft:**

- Invitation for FTR clerk craft bids will be posted every 28 days beginning Saturday, from first bid posting. These bids shall remain posted for 10 days. The announcement of awards will be issued no later than 10 days after the closing of the posting. Successful bidders will be moved to the new positions on the Saturday of the next full pay period. No employee will be moved during December. Should the move date be scheduled in December, the actual move date will be the first Saturday of the first full pay period in January. If management makes a determination that a job posted requires amending, it is necessary to obtain union concurrence. If it is agreed that the job requires amending, the job will be removed from the current posting and will be posted on the next bid cycle with the changes.
- The determination of what constitutes a significant change in the Clerk Craft is as follows:
  1. The adding or removing of a duty that requires qualifying,
  2. Change of primary duty assignment listed first on the employees bid job description,
  3. Change of Level.
- In the clerk craft, when reporting time of an occupied bid position is permanently changed by more than one (1) hour and up to two (2) hours, the incumbent shall have the option to accept or reject the change regardless of tour. If the incumbent rejects the change, the bid job will be reposted, and the incumbent will become an unencumbered employee.
- Announcements of best qualified bidders and backup awards will be made the second Tuesday of each pay period. Movement to take place the first Saturday of the next full pay period, provided however, the movement falls within the guidelines of the National Agreement.
- The following will be furnished to the Local President/Designee of the APWU:
  1. A copy of the bid,
  2. A copy of the final award notice,
  3. Disqualifications,
  4. UAR reassignments,
  5. Change in occupied bid job comments/ job descriptions.

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**Sufficient change in duties to cause reposting:**

The Local APWU President shall be consulted by Management when determination is to be made concerning a sufficient change of duties, principal assignment area, or knowledge requirements to cause the duty assignment to be reposted. Should the Local APWU President request that the job be reposted, it shall be.

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## ADDENDUM

Union agrees not to open up LMOU negotiations for the leave percentages for contract year 2024-2027 unless there is a written request from Management to open local negotiations.

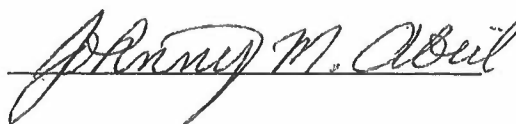


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