

**LOCAL MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE, MTSC
AND THE
MAINTENANCE DIVISION, AMERICAN POSTAL WORKERS UNION, AFL-CIO**

RE: ARTICLE 38.7.F and MOU RE: ELECTRONIC TECHNICIAN PS-11 (NTSN TECHNICIAN)

I. PREAMBLE

This Local Memorandum of Understanding (LMOU) was discussed and developed by the parties pursuant to the 2018 National Agreement, Article 38.7.F and the MOU Re: Electronic Technician PS-11 (NTSN Technician). Included herein, as referenced in the 38.7.F MOU, are those items enumerated in the Collective Bargaining Agreement, Article 30.B. This LMOU is agreed upon and entered into by and between the United States Postal Service (MTSC, Employer or USPS) and the Maintenance Division, American Postal Workers Union (APWU or Union) and shall extend through the life of the **2018-** National Agreement and until a newer LMOU is agreed upon. This LMOU is applicable only to the employees of the Electronic Technician PS-11 (or ET-11) occupational group of the Maintenance Division, APWU and the Maintenance Technical Support Center (or MTSC).

II. DEFINITIONS, APPLICABILITY, and REPRESENTATION

Terms used herein are those defined generally in the current CBA and specifically in Article 38.

The provisions contained in the MOU Re: Electronic Technician PS-11 (NTSN Technician) are applicable herein, whether specifically referenced or not.

The MTSC is considered as a '*virtual Installation*' and will generally be responsible for the administration and responsibilities of the collective bargaining agreement (CBA) contained herein.

A '*domicile office*' is the field (local) installation within which an ET-11 duty assignment is established and is the employee's official duty station. Certain administrative responsibilities of an ET-11's domicile office are identified herein.

Hours of work, such as on a notice(s) of intent (NOI) shall be standardized to the Central Time Zone (CTZ).

For all states, excluding Alaska and Hawaii, the definition of "tour" used herein is based on the begin tour time of a duty assignment as follows (CTZ):

Tour 1 2000-0399 Tour 2 0400- 1199 Tour 3 1200-1999

For Alaska and Hawaii, the definition of tour used herein is based on the begin tour time of a duty assignment as follows (PST):

Tour 1 2100-0499 Tour 2 0500- 1299 Tour 3 1300-2099

Begin tour for duty assignments in a State that does not observe daylight savings time, will use CST for the entire year.

In accordance with the MOU Re: Electronic Technician PS-11 (NTSN Technician) section under REPRESENTATION:

Union representation will be certified to MTSC management by the APWU National Director,

Maintenance Division. Article 17 will be applicable per tour for the virtual installation. Class action grievances are filed by the certified ET-11 representative at Step 1 with the MTSC designee.

Grievances filed at Step 1 for an individual ET are filed by the steward certified at that ET's domicile office with the domicile office local management designee or with a designated MTSC supervisor. ET-11s may also be Union representatives in their respective Local Unions.

Grievance appeals to Step 2 will be to the MTSC manager or designee and may be conducted remotely using telephonic and/or electronic means.

Grievances involving an individual ET-11 grievant will be appealed to Step 3 or arbitration using the Article 15 appeal process for the ET-11's domicile office. Class action grievances will be appealed to Step 3 or arbitration by the certified steward using the Article 15 process for that steward's domicile office.

III. SENIORITY

Seniority for preferred assignments will be the same as the employee's virtual installation seniority. This shall be determined as date in which an employee entered the MTSC virtual installation, i.e. the effective date in the announcement of selection for promotion to an ET-11 duty assignment. CBA Article 38.3.J will be applied in the event of a tie.

The seniority list shall indicate the virtual installation seniority and numerically rank the employees and be updated in accordance with Article 38.

Installation seniority, as defined in Article 38.2, will also continue to accrue for members of the ET-11 occupational group within their domicile office. This could apply, for example, if the employee requests reassignment to lower level or is impacted by Article 12.

IV. COMMUNICATIONS

Electronic means are the preferred method for routine communication using the employer provided email addresses (e.g. Notice of Intent, Training opportunities, etc.). To communicate with employees and comply with Articles 30 and 38, the MTSC will establish an electronic bulletin board for temporary, semi-permanent and permanent postings and for those other items normally included on a physical bulletin board. This electronic bulletin board will contain at a minimum:

1. Preferred assignment register (PAR)
2. Postings by Notice of intent - (see Article 38.4.E for requirements)
3. Seniority lists,
4. Leave Boards,
5. Overtime Desired List,
6. Holiday work schedule,
7. Training sign up opportunities

A reference in this LMOU to an item that is posted means transmitting of such for posting on the ET-11 electronic bulletin board. These communications and postings, including any

changes or updates, are also timely sent electronically to the APWU National Director, Maintenance Division or designee. In addition to this employee electronic bulletin board, MTSC management agrees to explore the granting of read only access for the APWU National Director, Maintenance Division to the MTSC web site.

V. LEAVE

- 1) APWU and MTSC management representatives will meet no later than November 10 of the calendar year to review and determine the procedures for the annual leave selection for the next leave year. Unless otherwise mutually agreed to, ET-11 employees will make their selection of annual leave in order of their virtual installation seniority.
- 2) The choice leave period shall run concurrent with the actual leave year.
- 3) In accordance with Article 10.3.D, employees may request two selections during the choice vacation period in units of five (5) or ten (10) days totaling either 10 or 15 total days of annual leave.
- 4) The first day of an employee's leave period shall be on Saturday or the first work day immediately following an employee's scheduled days off, at the employee's discretion. For the purposes of determining the percentage that will be allowed off on annual leave, the majority of the employees' selection in a week (i.e. 3 working days), shall close that slot within that week.
- 5) The following percentages will be applied to the number of established employees, by tour. This will determine the number of available annual leave slots on the electronic calendar for employees to indicate their annual leave selection(s). When applying these percentages, any fraction of 0.50 or more will be rounded to the next higher number. Any fraction less than 0.50 will be rounded to the next lower number.
 - a) **Saturday immediately after Thanksgiving through the last full service week in February – 8%**
 - b) **Saturday immediately after the last full service week in February through the Friday immediately following Thanksgiving – 15%**
- 6) Upon determination of the annual leave board, it shall be posted on the ET-11 electronic bulletin board and an email notice sent to all ET-11s advising that the annual leave board is posted and employees should make their plans for annual leave for the next leave year. This shall occur no later than November 15.
- 7) Choice vacation period selections will be submitted using duplicate PS Form 3971, by postal-provided email to Management's specified designee at MTSC. Employees may submit up to five (5) selections in units of either 5 or 10 working days.
- 8) An employee requesting choice annual leave will include in the remarks section of the PS 3971:
 - a) Their own seniority list number from the posted ET-11 seniority list and
 - b) Their preference (listed 1 through 5) for that annual leave choice.
- 9) A copy of the approved PS Form 3971 will be returned to the employee via postal-provided email should the request be within the annual leave slots determined above. **The highest preference selection available will be granted to each employee, by seniority. After the initial round of selections, a second round of selections will be conducted, in the order submitted, provided two or more selections were submitted by the employee.**

- a) Choice period selections shall be submitted by the employee no later than 1600 CTZ on December 1st.
 - b) These selections shall be acted on and returned to the employee as soon as possible but no later than five (5) business days after December 1st. **The parties agree that this process will be implemented for choice leave selection for Leave Year 2021, and be incorporated into the LMOU.**
- 10) If any employee did not receive their two selections, another round for only those employees will be conducted from remaining selections available. This round of choice period selections shall be completed expeditiously but no later than December 20th.
 - 11) Disputes regarding date and time of submission or approval shall be resolved using the time/date stamp on the email, corroborated by Information Systems, if necessary.
 - 12) For each section (tour), selection of annual leave during the choice period will be made in order of seniority, as defined in this Agreement. The completed vacation schedule shall be posted to all employees and shall remain posted on the ET-11 electronic bulletin board.
 - 13) Employees must have sufficient annual leave balance at the beginning of their chosen periods to cover the time selected or their annual leave selection will be forfeit. The granting by management of LWOP (except for official Union business or as applicable under FMLA or other ELM provision), is at management's discretion.
 - 14) Attendance at National and State Conventions shall be permitted in excess of the maximum number of employees who shall receive annual leave each week during the choice vacation period, limited to one (1) employee per tour or a maximum of three (3) employees total. Additional employees attending the National and State conventions shall be charged to the choice vacation period. The additional leave slots for National and State conventions shall be blocked off to ensure the delegates may be granted leave in accordance with Article 24, Section 2.B of the National Agreement.
 - 15) Employees serving jury duty, in accordance with the ELM, shall be permitted leave in excess of the maximum number of employees who shall receive leave each week during the choice vacation period.
 - 16) The granting of incidental leave (annual leave other than the individual's weeks selected during choice vacation period) will be granted on a first-come, first-served basis. Where leave slots remain open, leave requests will be accepted 30 days or more in advance. Requests for day(s) of annual leave where the leave slot remains open shall be approved and the PS3971 returned expeditiously to the employee.

When requesting incidental annual leave where leave slots are not available or where the request is within 30 days, the employee will be notified of approval or disapproval within three (3) business days following submission. If not so notified, the leave will be approved.

- 17) **Employees with approved annual leave immediately preceding or subsequent to any holiday period shall not be forced to work at any point during the holiday period.**

VI. WASH-UP

When an employee is assigned to perform dirty work or work with toxic materials, the employee will be allowed reasonable wash up time.

VII. FIXED OR ROTATING DAYS OFF

ET-11 duty assignments covered by this Agreement shall have fixed days off.

VIII. GUIDELINES FOR CURTAILMENT OF POSTAL OPERATIONS

ET-11s domiciled in facilities outside the Maintenance Technical Support Center will follow the guidelines established by the LMOU in the facility in which they are domiciled.

For ET-11s domiciled at MTSC, 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, shall be made by the Manager, MTSC. When the decision has been reached to curtail Postal Operations, to the extent possible, management will notify and seek the cooperation of local radio and television stations to inform employees.

IX. THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY

A notice soliciting volunteers to work during the three day holiday scheduling period (actual Holiday and two days) will be posted on the ET-11 electronic bulletin board at least seventeen (17) days prior to the actual holiday date. Those wishing to work during the holiday scheduling period must have electronically submitted their desire to volunteer no later than three (3) days prior to the date of the holiday schedule posting determined in accordance with the CBA. Selection for holiday scheduling shall be by ET-11 installation seniority for volunteers and juniority for non-volunteers, within each tour. The OTDL is not applicable for this initial holiday scheduling posting. The order of selection for holiday scheduling shall be:

1. Full time regular employees who volunteer to work their holiday, or designated holiday.
2. Full time regular volunteer employees on their scheduled non-work day, even though the payment of overtime is required.
3. Full time regular non-volunteer employees on their scheduled non-work day, even though the payment of overtime is required.
4. Full time regular employees who have not volunteered to work their holiday or designated holiday.

X. OVERTIME

Overtime Desired Lists shall be created by tour for all National Service Technicians. Those employees having signed the overtime desired list for their section shall be available for assignment of overtime in rotation, by seniority, pursuant to the terms of Article 8 of the National Agreement.

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

For purposes of involuntary reassignment of employees (excessing) under Article 12.5.C.4, the sections will be the occupational group and tour within the virtual installation.

Excessing from the virtual installation will be applied in accordance with Article 12 and Article 38 using first the virtual installation seniority and then the employee's domiciled facility installation seniority.

XII. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

For employees domiciled in offices other than MTSC, employee parking shall follow the rules established in the employee's domiciled office.

For employees at MTSC, employees must park in spaces designated for USPS employee parking at the facility. Parking spaces excess of USPS needs will be available on a first come, first served basis.

XIII. LIGHT DUTY ASSIGNMENTS

Light duty assignments will be handled in accordance with Article 13. Should there be a need for accommodation with work not part of an employee's occupational group; MTSC management shall discuss the specific issue(s) with the designated APWU representative.

XIV. TRAINING

With the intention to provide transparency and disclosure, and to address concerns regarding equity of training to minimize or eliminate its impact on the assignment of work and overtime, this provision seeks to ensure that the requirements of Article 38.6 are met, while providing recognition of the unique and non-standard nature of the MTSC installation and its needs.

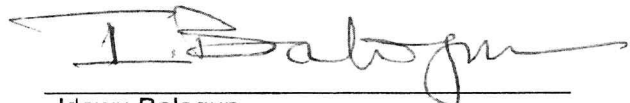
This provision applies only to those employees within the MTSC installation, assigned to Electronics Technician PS-11 (National Service Technician) positions. Within each respective category, as identified below, training will be provided in accordance with Article 38.6 Sections 1 through 6. Training opportunities and obligations will be addressed in the following order:

1. Training which is offered for those employees with the specific equipment located within a 50 mile radius from the facility in which the employee is domiciled;
2. Training which is offered for employees without the specific equipment located within a 50 mile radius from the facility in which the employee is domiciled.

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