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American Postal Workers Union, AFL-CIO

Idowu Balogun, Assist. Dir. A

Steven G. Raymer, Director

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ET-11 Leave/OT Settlement Rejects MTSC Management Action

It pays to belong - advancing the interests of our highest paid occupational group.

The Maintenance Technical Support Center (MTSC) is a HQ level unit in Norman, OK. They are heavily involved in mail processing equipment and automation. Our ET-11 occupational group members work within MTSC and are physically domiciled in just under 100 locations, including MTSC, throughout the country. This occupational group is the subject of the new language in Article 38.7.F and an associated MOU in the national agreement. That MOU established the concept of a “virtual” installation for the ET-11s. This, in particular, addressed the wholly unacceptable situation where a promotion to ET-11 would cost the member use of their seniority for selecting a different, vacant, duty assignment. There are a many issues to address for this unique group of members and the parties agreed to negotiation of a “LMOU” for the virtual installation to address them, consistent with the national agreement and particularly Article 38.

The status quo is that ET-11s are covered under a Management Instruction (AS 530-1999-5) which identifies subjects like the local office responsibilities, including, notably, under the heading:

Pay, Time, and Attendance

The local office, following local practices and procedures, administers pay, time, and attendance.

This would also cover the leave program. The APWU entered into negotiations to establish a new LMOU under the terms in Article 38 and the ET-11 MOU. The MOU provided that the parties would agree on what the local office responsibilities would be or would submit the matter to impasse arbitration.

However, MTSC management decided to issue their own version of a brand new policy on ET-11 leave and overtime and change the status quo in the middle of negotiations by issuing MMO 152-16. We challenged this as an unfair labor practice, filing with the NLRB, which resulted in a nationwide ULP posting when MTSC management threatened discipline on employees for engaging in discussion with each other over their working conditions. The NLRB also deferred to the grievance procedure the charge covering the issuance of MMO 152-16. The Maintenance Division also filed HQ disputes for the Article 15 and 19 violations of issuing the MMO.

Two other disputes remain pending arbitration regarding a draft Management Instruction and the impasse of the ET-11 LMOU. We want to thank all the ET-11 members for their patience and perseverance in seeing this chapter to a successful conclusion.

Please contact your NBA or Maintenance Division HQ if any questions.

Please Post

Mr. Steven G. Raymer
Director, Maintenance Division
American Postal Workers Union, AFL-CIO
1300 L Street, NW
Washington, DC 20005-4128

RE: Q15T-4Q-C 17340522 and
Q15T -4Q-C 17340479
Washington, DC 20260-4100

Dear Mr. Raymer,

Recently, we met to discuss the above captioned disputes at the Step 4 level of the grievance-arbitration procedure. Time limits were extended by mutual agreement.

This resolution concerns the disputes appealed to arbitration by the APWU on January 12, 2017 (case 17340522) and April 11, 2017 (case 17340479). The issues in this dispute include the promulgation of MMO 152-16 unilaterally and without notice to the APWU. This occurred during the period of negotiations for an ET-11 LMOU and the action is not consistent with the understanding of the parties. In order to resolve the matter, the parties agree as follows:

- 1) MMO 152-16 will be rescinded and treated as if never issued.
- 2) The APWU will withdraw NLRB charge Case 14-CA-187848. Within 5 days of the execution of this Agreement, the Union will submit its withdrawal request in writing to NLRB Region 14 and will further provide a copy of such withdrawal to the Postal Service.
- 3) ET-11 employees will be made whole by:
 - a) Annual Leave lost due to excessive carryover into leave year 2017 will be paid to the employee at their current rate of pay.
 - b) Any discipline or adverse action related to leave or overtime involving MMO 152-16 issued after 10/31/16, including AWOL, will be rescinded and expunged from all records of the aggrieved employee.
 - i) This employee will be made whole for all wages and benefits.
 - c) Any leave denied between 10/31/16 and present can be resubmitted within three (3) weeks of the date this agreement is signed for the same number of hours as administrative leave and such request will be approved within 24 hours of receipt. This leave is in addition to any other already approved leave. Such leave requested must be used by 11/26/2017.

- 4) Managerial control of leave policy and overtime regarding those items enumerated in Article 30 is the responsibility of the ET-11s' domicile office pending the ET-11 LMOU when it is developed and agreed to, or arbitrated if necessary.
 - a) Management Instruction (MI) AS-530-1999-5 remains the controlling policy document for ET-11s, pending the resolution of dispute number Q15T-4Q-C 17340407.
- 5) Leave procedures for ET-11 employees will be handled at each ET-11's individual, domiciled installation utilizing that installation's LMOU. This may be modified by the subsequent agreement for an ET-11 LMOU when it is developed and agreed to, or arbitrated if necessary.
- 6) Overtime opportunities for ET-11 employees will be assigned in accordance with the current Collective Bargaining Agreement including using procedures utilizing the new ET-11 LMOU when it is developed and agreed to, or arbitrated if necessary.

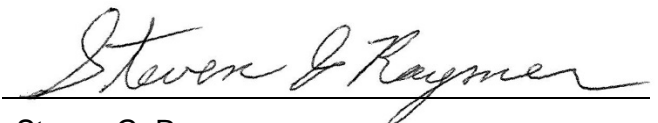
The terms of this settlement are not prejudicial to the parties' positions negotiating the new ET-11 (NST) LMOU or in impasse arbitration should it be necessary. Further, provisions 4, 5, and 6 of this settlement will sunset upon the subsequent agreement for an ET-11 LMOU when it is developed and agreed to, or arbitrated if necessary.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement. Any cases held pending this dispute shall be released and processed in accordance with Article 15.

Sincerely,



Terry C. LeFevre
Labor Relations Specialist
Contract Administration (APWU)
United States Postal Service



Steven G. Raymer
Director
Maintenance Division
American Postal Workers Union, AFL-CIO

Date: June 27, 2017