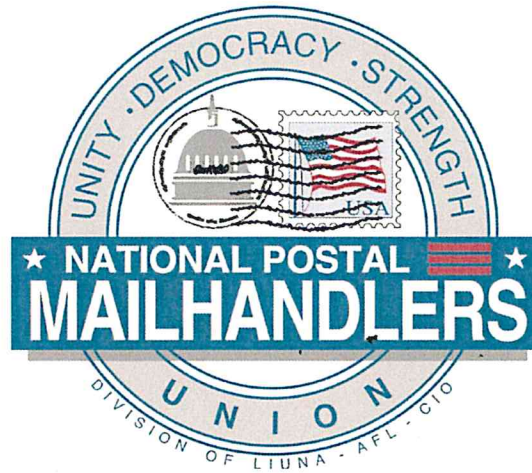


NATIONAL POSTAL MAIL HANDLERS UNION



HANDBOOK

FOR

LOCAL NEGOTIATIONS

(FOR NEGOTIATIONS BEGINNING IN SEPTEMBER 2020)



National Postal Mail Handlers Union

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May 2020

TO: All Local Union Officers and Stewards
National/Regional CAD

FROM: Paul Hogrogian, National President
Michael J. Hora, National Secretary-Treasurer

RE: Local Negotiations

We are pleased to enclose a detailed Handbook concerning local negotiations that your Local Union may be conducting with the Postal Service pursuant to Article 30 of the 2019 National Agreement. Under Article 30 of the recently ratified agreement, as amended because of the COVID-19 pandemic, such local negotiations are scheduled to take place during a 30-day period falling between September 2, 2020 and October 31, 2020.

This Handbook has been prepared by the National Office in an attempt (1) to answer the most commonly asked questions about local negotiations; (2) to provide general guidance concerning the procedures and rules governing local negotiations; and (3) to compile much of the previously developed materials concerning the substantive terms of Local Memoranda of Understanding. In addition, available with this Handbook for your review is a document prepared by postal management for its own local negotiators, which should be helpful to you when you conduct local negotiations.

Please do not hesitate to contact your representatives in the Contract Administration Department should you have any questions or if you would like additional assistance.

HANDBOOK FOR LOCAL NEGOTIATIONS

Introduction.....	1
Procedural Issues In Local Negotiations	2-14
• Relevant Contractual Provisions.....	2
• Timing of Local Negotiations.....	2-3
• Timing of Post-Bargaining Impasse Procedures.....	3-6
• Failure to Refer or Appeal Outstanding Issues.....	6
• Management Ability to Appeal to Arbitration.....	6-8
• Matters Within the Items Listed in Article 30.2.....	8
• Matters Outside the Items Listed in Article 30.2.....	8-9
• Matters in Conflict or Inconsistent.....	9-11
• Bargaining in Good Faith.....	11-12
• Requests for Information.....	12-14
• Format for Local Memoranda of Understanding.....	14
Article 30 Local Implementation.....	15-18
MOU Article 30—Local Implementation Procedures.....	19-20
Contract Interpretation Manual (V.4) Article 30.....	21-30
Sample Notice Opening Negotiations.....	31
Sample Negotiation Ground Rules.....	32-34
Article 31 Union-Management Cooperation.....	35
Sample Request for Information.....	36
LMOU Considerations.....	37-46
Sample Language.....	47-66

INTRODUCTION

In accordance with the provisions of the 2019 National Agreement between the National Postal Mail Handlers Union and the United States Postal Service, specifically, Article 30, Local Implementation and the Memorandum of Understanding (MOU) on Local Implementation Procedures, the implementation period for local negotiations in all facilities employing mail handlers is scheduled to begin on or after September 2, 2020, and is scheduled to conclude on or before October 31, 2020. Thereafter, if local agreements are not reached, the parties have agreed on various procedures, including possible arbitration of certain items taken to impasse, to resolve their outstanding disputes.

This Handbook for Local Negotiations has been prepared by the National Postal Mail Handlers Union in order to assist Local Union representatives while they conduct local negotiations with their counterparts in postal management. This publication provides a wide variety of references and resources for use during local negotiations, including an exhaustive registry of arbitration awards covering a wide range of subjects.

Should you have any questions or if you would like additional assistance, please do not hesitate to contact your Local Union or your representatives in the Contract Administration Department.

PROCEDURAL ISSUES IN LOCAL NEGOTIATIONS

1. **Relevant Contract Provisions**

Local negotiations conducted during 2020 generally are governed by Article 30 of the 2019 National Agreement, as well as by the Memorandum of Understanding on Local Implementation Procedures from the 2019 National Agreement. In addition, the parties at the National level also have signed a separate agreement to extend the dates for local implementation because of the COVID-19 pandemic. Copies of these contract provisions and the amendment are included within this Handbook for your easy reference.

2. **Timing of Local Negotiations**

Under Article 30, Section 30.2 of the National Agreement, as amended because of the COVID-19 pandemic, "[t]here shall be a 30 consecutive day period of local implementation which shall occur within a period of 60 days commencing September 2, 2020." The amended MOU on Local Implementation further recognizes that the 30-day period must commence on or after September 2, 2020 and must terminate on or before October 31, 2020.

Although the total implementation period is 60 days (from September 2 through October 31, 2020), the local parties to any particular memorandum of understanding are expected to agree to a period of 30 consecutive days within this 60-day period in which to conduct their local negotiations. These days must be consecutive and should not include sporadic days during the total period of 60 days that, taken together, add up to 30 days.

The amended MOU on Local Implementation provides that where the local parties are unable or unwilling to agree to a specific 30-day negotiations period, "the local implementation period shall be from October 2, 2020 to October 31, 2020." In other words, the last possible 30-day period will be used if the parties do not agree otherwise.

In addition, the amended MOU on Local Implementation contains several crucial deadlines with which you must be familiar, including the following:

- a. A deadline of September 15, 2020 by which either party must provide written notification of its intent to invoke the local implementation process. Should the Local Union representatives seek to modify the Local Memorandum of Understanding, it is imperative that this deadline of September 15, 2020 be met. It is strongly suggested that this written notification be made either with a signed receipt or by certified or express mail. (A sample letter for Local Union use is included within this handbook.)

b. A deadline of the first 21 days within the agreed-to 30-day implementation period for exchanging initial proposals between the parties. In other words, assuming again that the Local Union representatives seek to modify their Local Memorandum of Understanding, at least the Local's initial proposals on each item of bargaining must be exchanged within the first 21 days of the 30 consecutive day local implementation period.

If no party provides written notification of its intent to invoke the local implementation process on or before September 15, 2020, presently effective Memoranda of Understanding not inconsistent or in conflict with the 2019 National Agreement shall remain in effect during the term of the 2019 National Agreement.

Finally, negotiations must be conducted within the time periods specified in the contract. You should review Arbitrator Richard Mittenenthal's June 2, 1995 National Arbitration Decision in Case No. H7N-1F-C-39072/39075/39076, which held that management -- and, presumably, the union -- may declare null and void any changes to a Local MOU that may have been negotiated outside of the specified local implementation period. This decision is available within CIM Version 4, Article 30, page 3.

3. Timing of Post-Bargaining Impasse Procedures

Local Union representatives also must meet additional deadlines at the end of the 30-day local implementation period, each of which is explained below:

a. Submission of Issues Remaining in Dispute to Region/Area

Of most importance, if issues remain in dispute at the end of the 30-day local implementation period, each party at the Local level has 15 days after October 31, 2020 - or until November 15, 2020 - within which to identify such issues in writing, compile all relevant proposals and counterproposals, and forward these materials to the appropriate Union and management representatives listed in item 2 of the MOU on Local Implementation, as amended. That item specifically provides as follows:

"In the event that any issue(s) remain in dispute at the end of the thirty (30) consecutive day local implementation period, each party shall identify such issue(s) in writing. Initialed copies of this written statement and copies of all proposals and counterproposals pertinent to the issue(s) in dispute will be furnished by the appropriate local

party to the appropriate management official at the Grievance/ Arbitration Processing Center of the Employer with copies to the Installation Head, local Union President and the Union's Regional Representative within fifteen (15) days after October 31, 2020. Inclusion of any matter in the written statement does not necessarily reflect the agreement of either of the parties that such matter is properly subject to local implementation."

As specifically stated in this item, copies of the written materials identifying the outstanding issues and including all proposals and counterproposals that are pertinent to those issues must be forwarded to:

- the Local Union President;
- the Postal Service's Installation Head;
- the Union's Regional Representative; and
- the appropriate management official (Area Manager, Labor Relations) at the Postal Service's Grievance/Arbitration Processing Center.

The addresses for the Union's Regional Representatives are as follows:

815 16th Street NW Suite 5100
Washington, DC 20006
(for Eastern, Northeastern, and Southern Regions)

11990 Grant Street
Suite 410
Northglenn, CO 80233
(for Western [both Oakland and Denver] and Central Regions)

Copies of materials being forwarded to the appropriate management official at the Postal Service's Labor Relations Service Center should be sent to the Labor Relations Service Center in your Region, which would be located at the following address:

LR Service Center- Impasse Appeal
PO BOX 23788
WASHINGTON DC 20026-3788

You also should note that Item 2 of the MOU on Local Implementation Procedures specifically provides that the inclusion of any particular matter in the written statement and materials that you forward to the parties listed "does not necessarily reflect the agreement of either of the parties that such matter is properly subject to local implementation." Thus, by including any particular

matter in the written statement or materials used to submit outstanding disputes to Regional/Area resolution and ultimately to arbitration, you do not acknowledge or concede that such matters have been or properly could be subject to negotiation or resolution during the local implementation period.

b. Resolving Disputes at the Regional/Area Level

After these issues are identified and forwarded to the Regional/Area level, the appropriate Regional representative for the NPMHU and the appropriate management official at the Postal Service's Area office will have 75 days within which to resolve the outstanding disputes. This 75-day period runs from October 31, 2020, the end of the local implementation period, regardless of the 30-day period that the local parties may have chosen as their local implementation period. Thus, if you take the entire period - ending 15 days after October 31, 2020 - to forward the necessary written materials to the Region and the appropriate management officials, your Regional Representative will have only 60 days within which to attempt to resolve any remaining disputes with their counterparts in management. If you submit your materials earlier, however, your Regional Representative will have a longer period of time to use in resolving any disputes. You therefore are urged to provide your written materials, as well as any additional information or assistance that is requested by your Regional Representative, as promptly as possible.

You should note that, under the MOU on Local Implementation, the appropriate management official at the Area office and the Regional Union representative "will have full authority to resolve all issues still in dispute." Nonetheless, your Regional Representatives expect to coordinate their efforts with all Local Union representatives; thus, your active participation in the local implementation process necessarily will continue well beyond the date for filing unresolved issues with your Regional Office.

c. Appealing Outstanding Disputes to Arbitration

If the Regional/Area representatives of the parties are unable to reach agreement at their level by the end of the 75-day period (January 14, 2021), the issues may be appealed to final and binding arbitration either by the Union or by the Postal Service's Vice-President, Labor Relations. Under the MOU, the period for filing such appeals to arbitration expires 21 days after the end of the 75 days given to each Region to resolve disputes.¹ This final appeal date for arbitration is

¹ Article 30.3A of the National Agreement states that such a request for

February 4, 2021. Stated again, absent any extensions, February 4, 2021 will be the final date for appealing any and all outstanding disputes to arbitration. An appeal by the Union is filed by the National Office.

Once a case is appealed to arbitration, it will be returned to the Local Union for processing. As stated in item 4 of the MOU on Local Implementation Procedures, all such appeals "shall be given priority scheduling on the District Regular Contract Docket." This means that local impasse arbitrations will be moved to the top of the arbitration docket for contract or non-disciplinary cases.

When the case is returned to the Local Union, information gathered during the periods when the Regional Office and/or National Office were attempting to resolve your dispute, or similar disputes arising in other facilities or other Local Unions around the country, will be shared, and arbitration arguments and strategies will be developed and coordinated.

4. Failure to Refer or Appeal Outstanding Issues

If the parties at the Local level do not refer outstanding matters to the appropriate officials at the Regional/Area level, or if the Union and the Postal Service fail to appeal outstanding matters to arbitration, the provisions, if any, contained in the former Local Memorandum of Understanding shall continue to apply unless they are inconsistent with or in conflict with new or amended provisions of the 2019 National Agreement. See Article 30.3 of the National Agreement.

5. Management Ability to Appeal to Arbitration

Since the 1996 Vaughn Arbitration Award that established the terms of the 1994 National Agreement, management has had the right to appeal certain matters to arbitration, even if they are not in conflict or inconsistent with the National Agreement.

In Article 30.1, the National Agreement provides that presently effective

arbitration may be submitted "within 10 days of the end of the local implementation period." This is inconsistent with the MOU, and the Postal Service and the Union have agreed that the 10-day deadline does not apply. Instead, the language of the MOU controls: the deadline for filing an appeal to arbitration is 21 days after the end of the 75 days given to each Region to resolve disputes.

local memoranda shall remain in effect unless changed by mutual agreement or "as a result of an arbitration award or settlement arising from either party's impasse of an item from the presently effective local memorandum of understanding." Thus, management can force the Union to relinquish previously negotiated provisions even if they are not in conflict or inconsistent with the National Agreement. At the same time, the National Agreement also places severe limitations on the Postal Service when it chooses to submit a proposal that remains in dispute to final and binding arbitration:

a. Arbitration Limited to 20 Items

First, the provisions of Article 30 under the 2019 National Agreement do not allow the Postal Service to appeal to final and binding arbitration any matter that is not within the 20 items enumerated in Article 30.2. Rather, they simply grant management the same right to appeal to arbitration as the Union also possesses -- namely, the right to take to arbitration any matter that falls within the 20 items enumerated in Article 30.2. Matters beyond these 20 items may not be included in the Postal Service's arbitration agenda. See the June 18, 1993 Arbitration Decision, Case No. HOC-NA-C-3 (Richard Mittenthal, Arb.), accessible through CIM Version 4 Article 30, Page 7, which concluded that management's right to appeal to arbitration under the provisions of Article 30 is limited to the items expressly listed in Article 30.2.

b. Unreasonable Burden to the Postal Service

Perhaps of greater importance, in any arbitration in which the Postal Service seeks to change a presently-effective Local Memorandum of Understanding, Article 30.3.D provides that "the Postal Service shall have the burden of establishing that continuation of the existing provision would represent an unreasonable burden to the Postal Service."

Keep in mind that management has the burden of proving that the existing contract provision represents an unreasonable burden. Stated another way, it is not up to the Union, in the first instance, to show that the challenged contractual provision is reasonable, but rather it is up to the Postal Service to prove that the provision creates (or will create) an unreasonable burden.

Moreover, in both bargaining and arbitration, the Union should focus on the fact that the contract provision has not, in practice, posed an unreasonable burden on the employer for however many years the

provision has been in existence. The longer the provision has been in effect, the stronger the Union's argument.

It is difficult, if not impossible, to define "unreasonable burden" outside the context of a specific set of facts and circumstances. But you should make certain that the Postal Service is required to demonstrate not only that the presently existing provision creates a burden on management, but also that the burden created is an unreasonable one. Remember, all contract provisions create burdens on management. But very few contract provisions, if any, create unreasonable burdens on the Postal Service, and even some of these may have offsetting benefits (for either the employees or management) that justify the otherwise unreasonable burdens that may be created.

6. Matters Within the Items Listed in Article 30.2

We must remember that the subjects about which the Postal Service and the Union are required to bargain in local negotiations are restricted to the twenty items listed in Article 30.2 of the National Agreement. Moreover, the parties cannot negotiate, with regard to any of those 20 items, language which is in conflict or inconsistent with the terms of the 2019 National Agreement.

You should make every effort to ensure that all proposals submitted by the Local Union take these limitations into consideration.

7. Matters Outside the Items Listed in Article 30.2

To the extent that Local Memoranda of Understanding currently contain provisions that are beyond the scope of the 20 items listed in Article 30.2, the parties can agree to continue those items in effect, without alteration, or to eliminate them altogether. The Postal Service often argues that contract provisions outside the scope of the 20 items cannot be negotiated or enlarged upon in these local negotiations, but that is more a statement of the position adopted by the Postal Service than a description of the actual legal rules that govern this situation. Indeed, you should know that prior arbitration decisions have concluded that, although the parties are not required to bargain with regard to matters outside of the 20 items enumerated in Article 30.2, the parties nonetheless are free to expand their negotiating agenda to include subjects not covered within the 20 items.

Thus, if the management representatives present a demand that is outside of the list of items contained in Article 30.2, and the proposal is considered to be adverse to the interests of the Union or its membership, the Union representatives should listen to management's presentation and then

inform management that the issue is outside the scope of Article 30 and not proper for inclusion in a Local Memorandum of Understanding.

Similarly, if the Union representatives submit proposals with regard to matters beyond the 20 items listed in Article 30.2, you can expect management to refuse to bargain with regard to those proposals. It is the position of management that the Postal Service is not required to negotiate language beyond the 20 items specifically listed in Article 30.2, although the Union clearly believes that management also has the authority to negotiate or to agree to such language if it chooses to do so.

8. Matters That Management Declares to Be In Conflict or Inconsistent with the National Agreement

a. Changes in the 2000 National Agreement

Provisions first negotiated in the 2000 National Agreement substantially limited management's ability to challenge a Local Memorandum of Understanding provision as "inconsistent or in conflict" with the National Agreement.

Prior to the 2000 National Agreement, management was permitted to declare items inconsistent or in conflict at any time and even if the inconsistency or conflict had existed for many years. In addition, once it claimed that an LMOU provision was "inconsistent or in conflict" with the National Agreement, management could cease immediately any compliance with such provisions. Thus, the Postal Service could review all presently effective Local Memoranda of Understanding for provisions that, in management's view, were in conflict or inconsistent with the National Agreement, declare such provisions to be in conflict or inconsistent prior to, or at the very outset, of local bargaining, and immediately stop complying with those provisions. See the April 3, 1987 National Arbitration Decision, Case No. H4M-NA-C-36 (Nicholas Zumas, Arb.).

In the 2000 National Agreement, management's rights in this regard were significantly restricted. Article 30.3 now provides, in part:

"The Employer may challenge a provision(s) of a local memorandum of understanding on "inconsistent or in conflict" grounds only by making a reasonable claim during the local implementation process that a provision(s) of the local memorandum of understanding is inconsistent or in conflict with new or amended provisions of the current National Agreement that did not exist in the previous National Agreement, or with provisions that have been amended subsequent to the effective date of the previous National Agreement. If local management refuses to abide by a local memorandum of understanding on

"inconsistent or in conflict" grounds and an arbitrator subsequently found that local management had no reasonable basis for its claim, the arbitrator is empowered to issue an appropriate remedy."

Under these new provisions, management can challenge Local Memorandum of Understanding provisions during the local implementation process only by making a reasonable claim that the Memorandum of Understanding is inconsistent or in conflict with new or amended provisions agreed to in the 2019 National Agreement.

Moreover, where management challenges a provision of a current Local Memorandum of Understanding as inconsistent or in conflict with new or amended provisions agreed to in the 2019 National Agreement, it no longer can immediately stop complying with that provision. The National Agreement requires management wait four months before affecting the change. Item 6 of the Memorandum of Understanding on Article 30, Local Implementation Procedures, provides:

"Items declared to be inconsistent or in conflict shall remain in effect until four (4) months have elapsed from the conclusion of the local implementation period under the 2019 National Agreement."

The National Agreement also contains provisions dealing with any mid-term change in, or addition to, the National Agreement. Article 30.3 now provides:

"In the event of a mid-term change or addition in the National Agreement, local management may challenge a provision(s) of a local memorandum of understanding subsequent to the local implementation period, but only by making a reasonable claim that a provision(s) of a local memorandum of understanding is inconsistent or in conflict with the changed provision(s) of the National Agreement."

Where management challenges a provision of a Local Memorandum of Understanding on the grounds that it is inconsistent or in conflict with a mid-term change in or addition to the National Agreement, it is prohibited from immediately ceasing to comply with the provision. Article 30.3 now provides:

"The challenged provision(s) declared to be inconsistent or in conflict with the [changed provision(s) of the] National Agreement shall remain in effect for 120 days from the date on which the Union is notified in writing of management's challenge or the date of an arbitrator's award dealing with management's challenge, whichever is sooner."

b. Procedure for challenging a claim of "inconsistent or in conflict"

If the Postal Service makes this declaration during local negotiations, it is imperative that the Union representatives appeal the matter -- first to the Regional/Area level and then to arbitration -- in accordance with the MOU on Local Implementation Procedures.

In particular, pursuant to Item 6 of the Memorandum of Understanding on Local Implementation Procedures, "[w]here a dispute exists as to whether an item in the former Local Memorandum of Understanding is inconsistent or in conflict with the 2019 Mail Handlers National Agreement, such dispute will be processed in accordance with the procedures outlined in [Items] 2 through 4 [of that same MOU]." Thus, if postal management declares an item to be in conflict or inconsistent with the National Agreement, that item must be appealed by the Union, first to the Regional/Area level (that is, to "the appropriate management official at the Grievance/Arbitration Processing Center of the Employer with copies to the Installation Head, local Union President, and the Union's Regional Representative within fifteen (15) days after October 31, 2020,") and then, if still unresolved, to final and binding arbitration.

To repeat, if the Postal Service challenges an existing item as being in conflict or inconsistent with the newly negotiated 2019 National Agreement, the Union must appeal that item. If the Union fails to so appeal, that provision could be declared null and void.

Although the Union is the party appealing management's claim that a provision of the Local Memorandum of Understanding is inconsistent or in conflict with the 2019 National Agreement, in arbitration management has the burden of proving the inconsistency or conflict.

9. Bargaining in Good Faith

When negotiating collective bargaining agreements, including the Local Memoranda of Understanding under Article 30 of the National Agreement, both Unions and management have a legal obligation to bargain in good faith.

Good faith bargaining requires an honest attempt by representatives of both Union and management to reach agreement. Neither side is required to make any concessions or to agree to any specific proposals, but both sides are required to make good-faith efforts to reach an agreement.

Here is a general list of obligations imposed on employers, including the Postal Service, during negotiations:

- a. must furnish relevant information that may be requested by Union representatives (see paragraph 10 below);
- b. must not impose inappropriate conditions on reaching an agreement - - e.g., management will accept the Union's proposal only if the Union withdraws an unrelated grievance;
- c. must not refuse to meet at reasonable times or in reasonable locations;
- d. must not be unavailable for lengthy periods of time during the local implementation period;
- e. must grant sufficient authority to bargaining representatives to conduct good-faith negotiations, including the authority to accept, modify, or reject proposals;
- f. must not engage in "surface" bargaining, where the negotiators give the appearance of bargaining without any real intent of reaching an agreement;
- g. must not withdraw already-accepted offers or proposals;
- h. must not refuse to put agreements into writing; and
- i. management must not try to bypass the Union representatives and deal directly with the employees.

10. **Requests for Information**

The National Labor Relations Board has long held that part of the duty to bargain in good faith is the duty on the part of the employer to supply the Union, upon request, with sufficient information to enable the Union to understand and intelligently discuss the issues raised. The information requested must be relevant to the issues involved in the bargaining dispute.

With regard to local bargaining, Section 31.3 of the National Agreement confirms the Union's right to information. Here are the relevant provisions:

Section 31.3 Information

- A. The Employer will make available for inspection by the Union all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement, . . . Upon the request of

the Union, the Employer will furnish such information, provided, however, that the Employer may require the Union to reimburse the USPS for any costs reasonably incurred in obtaining the information.

- B. Requests for information should be submitted by the local Union representative to the installation head or designee.
- C. Nothing herein shall waive any rights the Union may have to obtain information under the National Labor Relations Act, as amended.

The obligation to supply information is extremely broad. You may request documents, factual information, and data. The Union must make specific requests, however. It is not entitled to conduct a "fishing expedition" into the employer's records. Here are some examples of information that you can request:

Documents. You are entitled to examine relevant employer records. Documents you can request include, but are not limited to, the following:

- * attendance records
- * bargaining notes
- * management memos
- * correspondence
- * relevant disciplinary records
- * job assignment records
- * training manuals
- * relevant LMOU provisions from other facilities
- * notes to file
- * payroll records
- * parking records
- * photographs
- * reports, studies or other information compiled by management
- * leave records
- * overtime records

Factual Information.

Employers must answer pertinent factual questions, especially if they can be answered without imposing a tremendous burden on management.

Carefully drawn information requests are good tactics in local bargaining: they help identify facts and arguments, they sometimes encourage settlements, and they even may discourage the Postal Service from seeking changes in your LMOU.

When a request for information is made, it should always be done so in writing. You should also submit each request in duplicate, with management acknowledging and returning one of the copies to you. This would be your proof that you submitted a request for information and that management refused to provide the requested information in a timely manner. This proof could be used later for charging that the Postal Service has committed an unfair labor practice: a refusal by management to provide requested information to the Union that is relevant to bargaining is a violation of Section 8(a)(5) of the National Labor Relations Act, because it constitutes a failure on the part of the employer to bargain in good faith. The Union also may be able to use the Postal Service's failure to provide relevant information to the ultimate benefit or advantage of the Union in arbitration, if only by suggesting to the arbitrator that the Postal Service had something to hide during bargaining discussions.

11. Format for Local Memoranda of Understanding

In accordance with Article 30.4 of the National Agreement, at the conclusion of their local negotiations, representatives of the parties should sign a Local Memorandum of Understanding that covers the items on which agreement has been reached. This signed memorandum will be subject to change by subsequent resolution or arbitration concerning any items which remain in dispute.

The format for the Local Memorandum of Understanding shall be as follows:

This Memorandum of Understanding is entered into on _____, 20_ , at _____, between the representatives of the United States Postal Service, and the designated agent of the National Postal Mail Handlers Union, a Division of the Laborers' International Union of North America, AFL-CIO, pursuant to the Local Implementation Article of the 2019 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

THE NATIONAL AGREEMENT

ARTICLE 30

LOCAL IMPLEMENTATION

Section 30.1 Current Memoranda of Understanding

Presently effective local memoranda of understanding not inconsistent or in conflict with this Agreement shall remain in effect during the term of this Agreement unless changed by mutual agreement pursuant to the local implementation procedure set forth below or, as a result of an arbitration award or settlement arising from either party's impasse of an item from the presently effective local memorandum of understanding.

Section 30.2 Items for Local Negotiations

There shall be a 30 consecutive day period of local implementation which shall occur within a period of 60 days commencing **May 2, 2020** on the 20 specific items enumerated below, provided that no local memorandum of understanding may be inconsistent with or vary the terms of this Agreement:

- A. Additional or longer wash-up periods.
- B. 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.
- C. Formulation of local leave program.
- D. The duration of the choice vacation period.
- E. The determination of the beginning day of an employee's vacation period.
- F. Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days.
- G. Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.
- H. Determination of the maximum percentage of employees who shall receive leave each week during the choice vacation period.

- I. The issuance of official notices to each employee of the vacation schedule approved for such employee.
- J. Determination of the date and means of notifying employees of the beginning of the new leave year.
- K. The procedures for submission of applications for annual leave during other than the choice vacation period.
- L. Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour.
- M. The number of light duty assignments to be reserved for temporary or permanent light duty assignment.
- N. 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.
- O. The identification of assignments that are to be considered light duty.
- P. The identification of assignments comprising a section, when it is proposed to reassign within an installation, employees excess to the needs of a section.
- Q. The assignment of employee parking spaces.
- R. 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.
- S. Those other items which are subject to local negotiations as provided in the following Articles:
 - Article 12, Section .3B5
 - Article 12, Section .3C
 - Article 12, Section .3E3g
 - Article 12, Section .4
 - Article 12, Section .6C4a
 - Article 13, Section .3
- T. Local implementation of this Agreement relating to seniority, reassignments and posting.

Section 30.3 Grievance-Arbitration Procedure

- A. All proposals remaining in dispute may be submitted to final and binding arbitration, with the written authorization of the Union or the Vice President, Labor Relations. The request for arbitration must be submitted within 10 days of the end of the local implementation period. However, where there is no agreement and the matter is not referred to arbitration, the provisions of the former local memorandum of understanding shall apply, unless inconsistent with or in conflict with this Agreement. The Employer may challenge a provision(s) of a local memorandum of understanding on "inconsistent or in conflict" grounds only by making a reasonable claim during the local implementation process that a provision(s) of the local memorandum of understanding is inconsistent or in conflict with new or amended provisions of the current National Agreement that did not exist in the previous National Agreement, or with provisions that have been amended subsequent to the effective date of the previous National Agreement. If local management refuses to abide by a local memorandum of understanding on "inconsistent or in conflict" grounds and an arbitrator subsequently finds that local management had no reasonable basis for its claim, the arbitrator is empowered to issue an appropriate remedy.

In the event of a mid-term change or addition in the National Agreement, local management may challenge a provision(s) of a local memorandum of understanding subsequent to the local implementation period, but only by making a reasonable claim that a provision(s) of a local memorandum of understanding is inconsistent or in conflict with the changed provision(s) of the National Agreement. The challenged provision(s) declared to be inconsistent or in conflict with the National Agreement shall remain in effect for 120 days from the date on which the Union is notified in writing of management's challenge or the date of an arbitrator's award dealing with management's challenge, whichever is sooner.

- B. An alleged violation of the terms of a memorandum of understanding shall be subject to the grievance-arbitration procedure.
- C. When installations are consolidated or when a new installation is established, the parties shall conduct a thirty (30) day period of local implementation, pursuant to Section 2. All proposals remaining in dispute may be submitted to final and binding arbitration, with the written authorization of the Union or the Vice President, Labor Relations. The request for arbitration must be submitted in accordance with the Memorandum of Understanding Re: Local Implementation.
- D. Where the Postal Service, pursuant to Section 3A, submits a proposal

remaining in dispute to arbitration, which proposal seeks to change a presently effective Local Memorandum of Understanding, the Postal Service shall have the burden of establishing that continuation of the existing provision would represent an unreasonable burden to the Postal Service.

Section 30.4 Local Memorandum of Understanding

Subject to the local implementation provisions of this Article, at the conclusion of the local negotiation period, the management representative and the Union representative will sign a local memorandum of understanding for those items on which agreement has been reached. Any items which remain in dispute and which are subsequently resolved in accordance with the local implementation provisions of this Article will be incorporated as an addendum to the local memorandum of understanding. The format for the local memorandum shall be as follows:

This Memorandum of Understanding is entered into on. , 20 , at , between the representatives of the United States Postal Service, and the designated agent of the National Postal Mail Handlers Union, AFL-CIO, a Division of the Laborers' International Union of North America, pursuant to the Local Implementation Article of the **2019** National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

MEMORANDUM OF UNDERSTANDING

ARTICLE 30 - LOCAL IMPLEMENTATION PROCEDURES (as amended)

It is hereby agreed by the United States Postal Service and the National Postal Mail Handlers Union, A Division of the Laborers' International Union of North America, AFL-CIO, that the following procedures will apply to the implementation of Article 30 during the 2019 local implementation period.

1. The thirty (30) consecutive day period for 2019 local implementation will commence, pursuant to agreement by the local parties, on or after **September 2, 2020** and terminate on or before **October 31, 2020**. If the local parties do not reach agreement on the dates for local implementation, the local implementation period shall be from **October 2, 2020** to **October 31, 2020**. Initial proposals must be exchanged within the first twenty one (21) days of the thirty (30) consecutive day local implementation period. If neither party provides written notification of its intent to invoke the local implementation process on or before **September 15, 2020**, presently effective Memoranda of Understanding not inconsistent or in conflict with the 2019 National Agreement shall remain in effect during the term of this Agreement.
2. In the event that any issue(s) remain in dispute at the end of the thirty (30) consecutive day local implementation period, each party shall identify such issue(s) in writing. Initialed copies of this written statement and copies of all proposals and counterproposals pertinent to the issue(s) in dispute will be furnished by the appropriate local party to the appropriate management official at the LR Service Center of the Employer with copies to the Installation Head, local Union President and the Union's Regional Representative within fifteen (15) days after **October 31, 2020**. Inclusion of any matter in the written statement does not necessarily reflect the agreement of either of the parties that such matter is properly subject to local implementation.
3. The appropriate management official at the Area office and the Regional Union representative shall attempt to resolve the matters in dispute within seventy-five (75) days after **October 31, 2020**. The appropriate management official at the Area office and the Regional Union representative will have full authority to resolve all issues still in dispute.
4. If the parties identified in paragraph 3 above are unable to reach agreement at the Regional level by the end of the seventy-five (75) day period provided for above, the issue(s) may be appealed to final and binding arbitration by the Union or the Vice President, Labor Relations, within twenty-one (21) days of the end of the seventy-five (75) day period.

Any such appeal shall be given priority scheduling on the District Regular Contract Docket.

5. Where there is no agreement and the matter is not referred to the appropriate management official at the LR Service Center or to arbitration, the provision(s), if any, of the former Local Memorandum of Understanding shall apply unless inconsistent with or in conflict with new or amended provisions of the **2019** National Agreement.
6. Where a dispute exists as to whether an item in the former Local Memorandum of Understanding is inconsistent or in conflict with the **2019** Mail Handlers National Agreement, such dispute will be processed in accordance with the procedures outlined in 2 through 4 above. Items declared to be inconsistent or in conflict shall remain in effect until four (4) months have elapsed from the conclusion of the local implementation period under the **2019** National Agreement.

This Memorandum of Understanding expires at 12 midnight on **September 20, 2022.**

ARTICLE 30 LOCAL IMPLEMENTATION

Section 30.1 Current Memoranda of Understanding

Presently effective local memoranda of understanding not inconsistent or in conflict with this Agreement shall remain in effect during the term of this Agreement unless changed by mutual agreement pursuant to the local implementation procedure set forth below or, as a result of an arbitration award or settlement arising from either party's impasse of an item from the presently effective local memorandum of understanding.

Since the beginning of full postal collective bargaining in 1971, the contractual rights and benefits of bargaining unit employees have been negotiated at the national level. However, the implementation of certain provisions of the National Agreement has been left to the local parties on the basis of their particular preferences and circumstances; this period of "local implementation" has followed the negotiation of each National Agreement. The agreement reached by the local parties during this period is referred to as the Local Memorandum of Understanding (LMOU).

Section 30.1 provides that currently effective LMOU provisions, which are not in conflict or inconsistent with the National Agreement, remain in effect during the term of the new National Agreement unless the parties change them through local implementation or the related impasse procedures.

Question: If neither party invokes the local implementation process during the specified period, does the previous LMOU continue in effect?

Answer: Yes. Section 30.1 states that "presently effective local memoranda of understanding not inconsistent or in conflict with this Agreement shall remain in effect during the term of this Agreement unless changed by mutual agreement pursuant to the local implementation procedure set forth below. . ."

Section 30.2 Items for Local Negotiations

There shall be a 30 consecutive day period of local implementation which shall occur within a period of 60 days commencing **March 1, 2017** on the 20 specific items enumerated below, provided that no local memorandum of understanding may be inconsistent with or vary the terms of this Agreement:

Local implementation takes place during a consecutive 30 day period selected by the local parties. That 30 day period is selected within a period of 60 days, which will commence under the **2016** National Agreement on **March 1, 2017**. The Memorandum of Understanding, Article 30 – Local Implementation Procedures,

reproduced hereunder, contains specific procedures for local implementation under the **2016 National Agreement**.

MEMORANDUM OF UNDERSTANDING

ARTICLE 30--LOCAL IMPLEMENTATION PROCEDURES

It is hereby agreed by the United States Postal Service and the National Postal Mail Handlers Union, AFL-CIO, a Division of the Laborers' International Union of North America, that the following procedures will apply to the implementation of Article 30 during the **2016 local implementation period**.

1. The thirty (30) consecutive day period for **2016 local implementation** will commence, pursuant to agreement by the local parties, on or after **March 1, 2017** and terminate on or before **April 29, 2017**. If the local parties do not reach agreement on the dates for local implementation, the local implementation period shall be from **March 31, 2017 to April 29, 2017**. Initial proposals must be exchanged within the first twenty one (21) days of the thirty (30) consecutive day local implementation period.

If neither party provides written notification of its intent to invoke the local implementation process on or before **March 15, 2017**, presently effective Memoranda of Understanding not inconsistent or in conflict with the **2016 National Agreement** shall remain in effect during the term of this Agreement.

2. In the event that any issue(s) remain in dispute at the end of the thirty (30) consecutive day local implementation period, each party shall identify such issue(s) in writing. Initialed copies of this written statement and copies of all proposals and counterproposals pertinent to the issue(s) in dispute will be furnished by the appropriate local party to the appropriate management official at the **LR Service Center** of the Employer with copies to the Installation Head, local Union President and the Union's Regional Representative within fifteen (15) days after **April 29, 2017**. Inclusion of any matter in the written statement does not necessarily reflect the agreement of either of the parties that such matter is properly subject to local implementation.

3. The appropriate management official at the Area office and the Regional Union representative shall attempt to resolve the matters in dispute within seventy-five (75) days after **April 29, 2017**. The appropriate management official at the Area office and the Regional Union representative will have full authority to resolve all issues still in dispute.

4. If the parties identified in paragraph 3 above are unable to reach agreement at the Regional level by the end of the seventy-five (75) day period provided for above, the issue(s) may be appealed to final and binding arbitration by the Union

or the Vice President, Labor Relations, within twenty-one (21) days of the end of the seventy-five (75) day period. Any such appeal shall be given priority scheduling on the District Regular Contract Docket.

5. Where there is no agreement and the matter is not referred to the appropriate management official at the **LR Service Center** or to arbitration, the provision(s), if any, of the former Local Memorandum of Understanding shall apply unless inconsistent with or in conflict with new or amended provisions of the **20 National Agreement**.

6. Where a dispute exists as to whether an item in the former Local Memorandum of Understanding is inconsistent or in conflict with the **2016 Mail Handlers National Agreement**, such dispute will be processed in accordance with the procedures outlined in 2. through 4. above. Items declared to be inconsistent or in conflict shall remain in effect until four (4) months have elapsed from the conclusion of the local implementation period under the **2016 National Agreement**.

This Memorandum of Understanding expires at 12 midnight **September 20, 2019**.

The Memorandum of Understanding provides specific dates for local implementation under the **2016 National Agreement**, including establishment of a set 30-day implementation period in those instances where the local parties do not reach agreement, standardization of the dates for impassing the dispute to the Area/Regional level and, if resolution is not achieved at that level, for appeal to Regional level arbitration.

In an effort to assure timely resolution of impasse items resulting from local implementation under the **2016 National Agreement**, appeals to Regional arbitration are given priority scheduling on the District Regular Contract Docket. Items declared in conflict or inconsistent remain in effect for four months after the conclusion of the local implementation period.

A National arbitration award has confirmed that the local parties do not have the right to make changes to the LMOU that are substantial, in character or scope, except during the specific 30-day implementation period. Where the local parties desire to make such interim changes in the LMOU, they must obtain joint agreement from the parties at the National level in advance.

Source: National Arbitration Award H7N-1F-C 39072, Arbitrator R. Mittenthal, dated June 2, 1995.

The 20 Items: Section 30.2 lists the 20 Items that the parties may discuss during the period of local implementation. The local parties are required to discuss any of these items which are raised by either party. This means that if one party raises one of the listed items, the other must discuss it in good faith.

These are “mandatory subjects” of discussion if raised during the period of local implementation. The local parties are free to discuss other subject areas as well, but neither party is required to discuss subjects other than the 20 items listed in Section 30.2. See further the discussion of the September 21, 1981 National Arbitration Award by Arbitrator R. Mittenthal under Section 30.3A below.

A Additional or longer wash-up periods.

Article 8 (Section 8.9) is the contractual provision that provides for wash-up time. Item A provides the opportunity to discuss locally additional or longer wash-up periods.

B 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.

This item gives the local parties the opportunity to discuss and formulate guidelines for the curtailment of postal operations in case of an emergency.

C Formulation of local leave program.

D The duration of the choice vacation period.

E The determination of the beginning day of an employee’s vacation period.

F Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days.

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

H Determination of the maximum percentage of employees who shall receive leave each week during the choice vacation period.

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

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

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

All of the above Items (C thru K) plus Item R cover the formulation of a local leave program. See generally Article 10. This program covers both choice and other-than-choice vacation.

L Whether “Overtime Desired” lists in Article 8 shall be by section and/or tour.

Article 8 (Section 8.5B) contains the National Agreement language related to this item.

M The number of light duty assignments to be reserved for temporary or permanent light duty assignment.

N 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.

O The identification of assignments that are to be considered light duty.

See Article 13 (Section 13.3).

P The identification of assignments comprising a section, when it is proposed to reassign within an installation, employees excess to the needs of a section.

Article 12 (Section 12.6C4) is the provision related to this item. This item provides for the identification of sections for the purposes of administering the provisions of Article 12 (Section 12.6C4). If sections are not identified in accordance with this item the entire installation will be considered a section.

Q The assignment of employee parking spaces.

The parties locally can identify procedures for the assignment of parking spaces; e.g. first come, first served. See generally Article 20.

R 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.

See discussion under Items C through K above.

S Those other items which are subject to local negotiations as provided in the following Articles:

Article 12, Section .3B5

Relates to reposting of a duty assignment due to changes in duties or principal assignment area.

Article 12, Section .3C

Relates to posting and bidding on an installation-wide or other basis.

Article 12, Section .3E3f

Relates to the order of movement of full-time employees outside the bid assignment area.

Article 12, Section .4

Relates to the definition of a section.

Article 12, Section .6C4a

See Item P above.

Article 13, Section .3

See Items M through O above.

T Local implementation of this Agreement relating to seniority, reassignments and posting.

Section 30.3 Grievance-Arbitration Procedure

A All proposals remaining in dispute may be submitted to final and binding arbitration, with the written authorization of the Union or the Vice President, Labor Relations. The request for arbitration must be submitted within 10 days of the end of the local implementation period. However, where there is no agreement and the matter is not referred to arbitration, the provisions of the former local memorandum of understanding shall apply, unless inconsistent with or in conflict with this Agreement. The Employer may challenge a provision(s) of a local memorandum of understanding on “inconsistent or in conflict” grounds only by making a reasonable claim during the local implementation process that a provision(s) of the local memorandum of understanding is inconsistent or in conflict with new or amended provisions of the current National Agreement that did not exist in the previous National Agreement, or with provisions that have been amended subsequent to the effective date of the previous National Agreement. If local management refuses to abide by a local memorandum of understanding on “inconsistent or in conflict” grounds and an arbitrator subsequently finds that local management had no reasonable basis for its claim, the arbitrator is empowered to issue an appropriate remedy.

In the event of a mid-term change or addition in the National Agreement, local management may challenge a provision(s) of a local memorandum of understanding subsequent to the local implementation period, but only by making a reasonable claim that a provision(s) of a local memorandum of understanding is inconsistent or in conflict with the changed provision(s) of the National Agreement. The challenged provision(s) declared to be inconsistent or in conflict with the National Agreement shall remain in effect for 120 days from the date on which the Union is notified in writing of management's challenge or the date of an arbitrator's award dealing with management's challenge, whichever is sooner.

[See Memo, page 196]

The Memorandum of Understanding, Article 30 – Local Implementation Procedures, reprinted above, sets out the specific provisions for impasse of items remaining in dispute. Either party may impasse and submit to interest arbitration a provision in a LMOU that relates to one of the 20 items listed in Section 30.2. Neither party, however, has the right to resort to impasse arbitration over subject matters outside the 20 items.

Source: National Arbitration Award H0C-NA-C 3, Arbitrator R. Mittenthal, dated July 12, 1993.

The parties have agreed that the time limits for appeal to Regional level arbitration contained in the Memorandum of Understanding supersede the language found in this section. The ten day period provided for in Section 30.3 is overridden by the Memorandum of Understanding which provides 21 days.

Source: Letter from W. Flynn, NPMHU, to A. Wilson, USPS, dated June 19, 2002.

Question: If there is no agreement on a proposal as a result of local implementation, and the proposal is not referred to the Area/Regional level and/or to impasse arbitration, is the proposal thereby automatically adopted by the local parties?

Answer: No. Where there is no agreement, and the matter is not referred to the Area/Regional level or to arbitration, the provision(s), if any, of the former LMOU shall apply unless inconsistent or in conflict with new or amended provisions of the current National Agreement.

Management may challenge a local memorandum provision as in conflict or inconsistent only by making a reasonable claim during the local implementation process that a provision(s) of the LMOU is inconsistent or in conflict with new or amended provisions in the current National Agreement that did not exist in the previous National Agreement, or with provisions that have been amended

subsequent to the effective date of the previous National Agreement. If local management refuses to abide by the LMOU on “inconsistent or in conflict” grounds and an arbitrator subsequently finds that local management had no reasonable basis for its claim, the arbitrator is empowered to issue an appropriate remedy. When management declares an item to be in conflict and/or inconsistent during the local implementation period, the union has the burden to appeal that item under the impasse procedures. Management may cease to honor provisions of a LMOU which it deems to be in conflict or inconsistent with the National Agreement after four months have elapsed following the conclusion of the local implementation period.

Management may also make an in conflict or inconsistent challenge as a result of a mid-term change or addition to the National Agreement that is made subsequent to the local implementation period, but only by making a reasonable claim that a provision(s) of the LMOU is inconsistent or in conflict with the changed provision(s) of the National Agreement. In this circumstance, the local memorandum provision must remain in effect for 120 days from the date that management notified the union of the challenge or the date on which an arbitrator rules on the challenge, whichever is sooner.

The parties have agreed that the introduction of the CIM does not constitute “new or amended provisions” or “a mid-term change or addition” to the National Agreement and that, therefore, it cannot be used as a basis to declare an item in an existing Local Memorandum of Understanding inconsistent or in conflict with the National Agreement.

Arbitrator Garrett declared that a proposal which may seem to seek a result in conflict with the National Agreement, but which nonetheless seeks to deal with a genuine problem within the scope of Article 30, still may provide a basis for good faith negotiations. “Nothing in the present Article (XXX) authorizes a refusal to negotiate concerning a local proposal, on one of the subjects delineated in Paragraph (B) thereof.” However, “either party may and should resist agreement upon any compromise or alternate solution which would conflict with the National Agreement.”

Source: National Arbitration Award Impasse 78, Arbitrator S. Garrett, dated October 28, 1974.

While the parties may discuss and implement language which is outside the scope of the 20 items listed in Section 30.2, they are not required to do so. Arbitrator Mittenthal ruled that it would take clear contractual language to prohibit the local parties from negotiating a clause on a subject outside the listed items and that no such language exists in Article 30. In this case, in which local management in Helena, MT had agreed to restrict the re-labeling of carrier cases to the regular carrier or T-6, the arbitrator ruled that the “exclusive right” provisions of Article 3 did not prevent local management from agreeing to “limit the assignment of particular work to particular employees. That was simply one

of the options available to it. Because this Helena clause was hence within Management’s powers, it can hardly be considered ‘inconsistent or in conflict with’ Article III rights.”

Arbitrator Mittenthal added that the local parties are free if they wish to expand their negotiating agenda to include subjects nowhere mentioned in Section 30.2, but that neither party can be required to negotiate any subject outside those listed.

Source: National Arbitration Award N8-W-0406, Arbitrator R. Mittenthal, dated September 21, 1981.

B An alleged violation of the terms of a memorandum of understanding shall be subject to the grievance-arbitration procedure.

Once the LMOU is signed and implemented, its provisions are enforceable through the grievance-arbitration procedures of Article 15. As noted above, items which are in conflict and/or inconsistent with new or amended provisions of the current National Agreement must be challenged by management during the local implementation period. Also, management may make an in conflict and/or inconsistent challenge as a result of a mid-term change or addition to the National Agreement.

C When installations are consolidated or when a new installation is established, the parties shall conduct a thirty (30) day period of local implementation, pursuant to Section 2. All proposals remaining in dispute may be submitted to final and binding arbitration, with the written authorization of the Union or the Vice President, Labor Relations. The request for arbitration must be submitted in accordance with the Memorandum of Understanding Re: Local Implementation.

This provision provides for the parties to conduct local implementation outside the period provided in Section 30.2 in those limited instances where installations are consolidated or a new installation is created.

D Where the Postal Service, pursuant to Section 3A, submits a proposal remaining in dispute to arbitration, which proposal seeks to change a presently-effective Local Memorandum of Understanding, the Postal Service shall have the burden of establishing that continuation of the existing provision would represent an unreasonable burden to the Postal Service.

This provision establishes the burden of proof required where management impasses an existing provision of a currently effective LMOU – that management “shall have the burden of establishing that continuation of the existing provision would represent an unreasonable burden to the Postal Service.” Note that the union does not bear the same burden when it seeks to change a presently effective LMOU provision.

Section 30.4 Local Memorandum of Understanding

Subject to the local implementation provisions of this Article, at the conclusion of the local negotiation period, the management representative and the Union representative will sign a local memorandum of understanding for those items on which agreement has been reached. Any items which remain in dispute and which are subsequently resolved in accordance with the local implementation provisions of this Article will be incorporated as an addendum to the local memorandum of understanding. The format for the local memorandum shall be as follows: This Memorandum of Understanding is entered into on _____, 20____, at _____, between the representatives of the United States Postal Service, and the designated agent of the National Postal Mail Handlers Union, AFL-CIO, a Division of the Laborers' International Union of North America, pursuant to the Local Implementation Article of the 2016 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

Section 30.4 sets out the procedures and specific language required for executing the LMOU and provides for incorporation of items eventually resolved through the impasse procedures.



National Postal Mail Handlers Union, A Division
of the Laborers' International Union of North America, AFL-CIO

Installation Head
Address
XXXXXXXXXXXXXXXX

September 15, 2020

Dear Sir/Madam:

Article 30.2 of the National Agreement, as amended, states in part that, "There shall be a 30-day consecutive day period of local implementation which shall occur within a period of 60 days commencing May 2, 2020." The MOU entitled Local Implementation further recognizes that the 30-day period must commence on or after May 2, 2020 and must terminate on or before June 30, 2020. These timelines have been extended by the National Parties to commence September 2, 2020 and terminate on or before October 31, 2020.

In accordance with the above cited provisions of Article 30 of the 2019 National Agreement and the Memorandum of Understanding regarding Local Implementation, the National Postal Mail Handlers Union, Local ____ herewith notifies your office of its intent to invoke the Local Implementation Process.

Please notify this office in writing of your intent and availability to ensure compliance with the above cited Article of the National Agreement. Additionally, a meeting prior to the commencement of Local Negotiations would facilitate scheduling and/or ground rules discussion.

Thank you in advance for your anticipated cooperation in this matter.

Respectfully,

Branch President

cc: Regional Director
Local President
NPMHU Negotiating Team



LOCAL IMPLEMENTATION GROUND RULES FOR THE PROCESSING & DISTRIBUTION CENTER



SAMPLE

Representatives of the National Postal Mail Handlers Union and the U.S. Postal Service at the Processing & Distribution Center (P&DC) agree to conduct Local Memorandum of Understanding implementation sessions in accordance with the following ground rules:

LOCATION

Local implementation sessions will be held in the Conference Room at the P&DC. A caucus room will be designated for the party not hosting the session.

SCHEDULE

Local implementation sessions will begin on __, 2017, and will end no later than __, 2017. Sessions will be held on the following dates, as necessary __, 2017. Additional dates may be designated by mutual agreement of the parties' spokespersons. Sessions will begin at 10:00 AM and conclude by 1:00 PM on each of these dates.

Changes in dates, starting times, and/or duration of meetings may be made by mutual agreement of the spokespersons.

LOCAL IMPLEMENTATION TEAMS

The team for each party will consist of not more than five (5) members. Members of the teams will be as follows:

USPS Spokesperson: USPS Members:

Union Spokesperson: Union Members:

Either party may designate an alternate member(s) of the team, who will serve in the absence of a designated member(s).

If either party determines the need to change a member(s) of the team, the spokesperson for that party shall notify the spokesperson for the other party in advance of the next scheduled session.

Technicians may attend local implementation sessions at the discretion of either party, with notice to the spokesperson of the other party in advance of the session(s) that the technician will attend.

Each party may approve up to two individual observers to be present at a session(s) if space is available in the meeting room. Mutual agreement is required if either party seeks to have more than two observers at a session. Observers will not be permitted to sit at the main table and will not be permitted to participate in the sessions, except by mutual consent of the parties' spokespersons.

SUBCOMMITTEES

Subcommittees, consisting of an equal number of representatives of each party, may be established by mutual consent of the spokespersons, who shall determine the purpose, authority and operating procedures of the subcommittee(s).

RULE OF ORDER

The spokesperson for either party may speak at his/her own discretion. The other members of the team and any technicians may speak only when recognized by their respective spokesperson.

Sessions will be chaired on an alternating basis by the spokespersons. The regular order of business at each session shall be as follows:

1. Unfinished business from preceding sessions.
2. Items on the agenda agreed to by the spokespersons at the preceding session.
3. Setting of the agenda for the next session.
4. Submission of additional proposals or counter proposals.

The spokespersons can mutually agree to alter the order of business for any session at the beginning of that session.

CAUCUSES

Caucuses may be called at any time by the spokesperson for either party. The time for each caucus will be set by the spokesperson requesting the caucus. After the caucus, the joint session will resume.

PROPOSALS

All initial proposals will be submitted no later than the close of the September/October session. Proposals will be lettered to reflect which of the items in Article 30 is being referenced.

MINUTES

No official minutes of the sessions will be made. However, either party will be allowed to prepare unofficial minutes for its own use.

AGREEMENT

The spokespersons of the parties will verbally indicate their conditional agreement to any item. No item will be considered agreed upon until all items are agreed upon or until the conclusion of the local implementation period as outlined above. At the conclusion of the local implementation period, those items agreed to will be signed off on by the Processing Center Manager and the Union Spokesperson. [Alternatively,

those items agreed to will be signed off on, as those agreements are reached, by the Processing Center Manager and the Union Spokesperson.]

IMPASSES

Impasses will be handled in keeping with the procedures outlined in Article 30 and the Memorandum of Understanding on Article 30-Local Implementation Procedures contained in the 2019 National Agreement.

AMENDMENTS TO THE RULES

Amendments and additions to these Ground Rules may be made by mutual agreement of the spokespersons for the parties.

Spokesperson USPS/Spokesperson NPMHU

Date:

ARTICLE 31

UNION-MANAGEMENT COOPERATION

Section 31.1 Membership Solicitation

The Union may, through employees employed by the Employer, solicit employees for membership in the Union and receive Union dues from employees in non-work areas of the Employer's premises, provided such activity is carried out in a manner which does not interfere with the orderly conduct of the Employer's operation.

Section 31.2 Electronic Communication

The Employer shall, on an accounting period basis, provide the Union at its national headquarters with electronic communication containing information as set forth in the Memorandum of Understanding regarding Article 31.
[See Memo and Letter, pages 199-200]

Section 31.3 Information

A The Employer will make available for inspection by the Union all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement, including information necessary to determine whether to file or to continue the processing of a grievance under this Agreement. Upon the written request of the Union, the Employer will furnish such information, provided, however, that the Employer may require the Union to reimburse the USPS for any costs reasonably incurred in obtaining the information.

B Requests for information relating to purely local matters should be submitted by the local Union representative to the installation head or designee. All other requests for information should be directed by the Union to the Vice President, Labor Relations.

C Nothing herein shall waive any rights the Union may have to obtain information under the National Labor Relations Act, as amended.

Section 31.4 Committee

The Employer and the Union, believing that improvements in the work life can heighten employee job satisfaction, enhance organizational effectiveness, and increase the quality of service and that these objectives can be best accomplished by joint effort, hereby continue, at the national level, a joint Committee to Improve the Quality of Work Life.

(The preceding Article, Article 31, shall apply to Mail Handler Assistant employees.)



National Postal Mail Handlers Union, A Division
of the Laborers' International Union of North America, AFL-CIO

September 15, 2020

TO: _____

Title: _____

FROM: _____

Title: _____

RE: Request for information and/or documents relative to Local Negotiations in accordance with Article 30 of the National Agreement.

Please make the following information and/or documents available to the Union

Pursuant to Article 17, Section 17.3B and/or Article 31, Section 31.3 of the National Agreement, this union requests a review of all information listed below. This request is for the purpose of determining whether to file a grievance or to continue to process a grievance. The information should include, but not be limited to, these specific items:

1. _____
2. _____
3. _____
4. _____
5. _____

Please provide this material in a timely manner but not later than September 20, 2020.

We thank you in advance for your cooperation.

Date: _____

LMOU CONSIDERATIONS

ITEM A

ADDITIONAL OR LONGER WASH-UP PERIODS

1. Review Article 8.9 for National Agreement language on wash-up time.
2. Be certain to address wash-up time for both before lunch and before the end of the tour.
3. Request specific time frames, rather than allowing for wash-up time at the discretion of management.
4. Make specific provisions enabling Mail Handlers who perform exceptionally dirty work or who work with toxic materials to use additional wash-up time as needed.

ITEM B

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

1. While management has the final decision when these provisions will take effect, you should attempt to tie that to decisions of local authorities who are ruling on behalf of the public at large; e.g., a declared disaster that affects the public at large will probably also have an effect upon the USPS.
2. Be sure that language provides for clear instructions to Mail Handlers on duty of actions they should take and for notification to Mail Handlers who have not yet reported for duty

ITEM C

FORMULATION OF LOCAL LEAVE PROGRAM

1. The period for vacation sign-up should be of sufficient length to assure that all Mail Handlers have the opportunity to make an informed vacation selection. At the same time, the language should require Mail Handlers to select within a reasonable time after they are canvassed so

that all have an opportunity' during the sign-up period. See Article 10.4B2.

2. The procedure for sign-up must be established. Having the supervisor keep the vacation sign-up list in his/her possession provides for greater security, while the use of bulletin boards provides ready access for all Mail Handler but is not as secure. Additionally, some local offices make use of PS Form 3971, which can confirm submission.
3. The order of sign-up is also important and should be addressed in this item. Total tour seniority places maximum emphasis on Mail Handler length of service but may limit the maximum percentage that management will be willing to negotiate under Item H; as such language does not spread vacation scheduling throughout the various sections on the tour. In larger facilities, therefore, seniority on a sectional basis may enable the Local Union to obtain a higher percentage of Mail Handlers on leave at any given time.
4. Allowances should be made for those weeks which are not selected. Please refer to Article 10.5C.
5. Attention should also be paid to the order of selection for part-time flexibles, part-time regulars, and mail handler assistants. For PTF's, please see Article 12.2E.
6. Provisions should also be made for Mail Handlers to relinquish all or part of their vacation periods. Within this, arrangements should be made to enable other Mail Handlers to select periods relinquished in accordance with the guidelines of Article 10.5C; this can be accomplished through updating the posted vacation schedule as periods are relinquished.
7. As Mail Handlers may transfer from one section or tour to another after the vacation schedule has been determined, you may wish to address the question of whether or not that Mail Handler takes his/her vacation selection along. If you want that Mail Handler to retain the initial selection in the new section or tour, you will need to address management's probable concern with not reposting those weeks in the losing section. If you choose not to allow the Mail Handler to carry that vacation selection with him/her, that Mail Handler may be limited to only those weeks still available in the gaining section when he/she arrives; but under this provision, you may be able to have those weeks reposted in the losing section.
8. The exchange of periods between Mail Handlers on the vacation schedule can be addressed here, but care should be taken to assure that no Mail

Handler who did not have the option of selecting the weeks being exchanged is adversely affected.

9. You may wish to make special provisions for-religious and ethnic holidays, birthdays, special leave for blood drives and related activities in this item, on the other hand, you may prefer to address these issues under Item K.
10. Attention should be paid to those Mail Handlers required to fulfill military commitments during the choice vacation periods. It may be possible to obtain an additional selection from available weeks for a Mail Handler whose military duty coincides with his/her selected vacation periods.

ITEM D

THE DURATION OF THE CHOICE VACATION PERIOD

1. In considering the duration to be negotiated, representatives should remember that a shorter period will require a higher percentage of Mail Handlers off in each week in order to give full coverage to the work force: conversely, a longer duration may require a lower percentage in each week. If the parties cannot agree on the duration, the provisions of Article 10.5A will automatically establish a vacation period of 23 consecutive weeks beginning on the last Saturday in April.
2. Representatives should assure that the language in this item indicates that such duration is applicable to "each year" covered by the local memorandum.
3. If the proposal only provides for the summer months, you may wish to add additional weeks to cover periods of interest in your location, such as hunting season, etc.

ITEM E

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

1. Please review Article 10.3E as it applies to this item. Also, review Article 8.2.
2. Vacation periods that begin on the first day of the Mail Handler's basic or normal work week entitle that Mail Handler to nine consecutive days off for five days leave used: this results from two sets of non-scheduled

days being combined with five days of leave. Vacations based on the service week provide seven consecutive days in most cases.

ITEM F

WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD IN UNITS OF EITHER 5 OR 10 DAYS

1. Review the provisions of Article 10.3D for consideration of the total number of days available for Mail Handlers dependent upon their leave earning category.
2. Remember that allowing two selections in the initial canvassing period will assure that the prime weeks of the vacation schedule are awarded to the senior most Mail Handlers in your facility. If you wish to more equitably distribute vacation selections, you may want to negotiate one vacation pick on the first canvassing and then allow for a second pick after all Mail Handlers have had one opportunity to select a vacation period.

ITEM G

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

1. You should attempt to negotiate provisions that assure leave used for these purposes is not charged to the choice vacation or other leave period. The provisions of Article 10.3F stipulate that Mail Handlers affected by jury duty or conventions can select a remaining available vacation period after each Mail Handler receives a first vacation selection.

ITEM H

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

1. Remember to negotiate percentages and not numbers of Mail Handlers.
2. As with the duration question in Item D, be sure these percentages are addressed for "each year" of the local memorandum's duration and that the percentages are designated as applying to "each week" of the choice vacation period i.e., percentage of Mail Handlers granted leave in each week of the choice vacation period.

3. Remember that the percentages can *vary* through different parts of the choice vacation period. You can negotiate a higher percentage in the summer months and a lower percentage at other times, accounting for local conditions.
4. Please consider the effect on percentage of establishing vacation selections in Item C by section versus by tour.

ITEM I

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

1. Article 10.4B3 requires the Employer to provide each Mail Handler with a copy of his/her approved vacation schedule. This can be accomplished through use of duplicate PS Form 3971 or another form of local origin. Make provisions to assure these forms are returned timely after completion of vacation periods canvassing.
2. You should also attempt to have the vacation schedules posted on secure bulletin boards. Language in Article 10.5B may assist you in this regard.

ITEM J

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

1. The provisions of Article 10.4A may be referenced and/or reproduced.

ITEM K

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

1. Please review Article 10.3D4 and 10.4C regarding this item.
2. Form 3971, used in duplicate, can provide the Mail Handler with notification of approval of requested leave.
3. An order of selection for Mail Handlers submitting leave requests under this item should be established. You may wish to determine selection by seniority or on a first-come, first-served basis.
4. Provisions should be included to assure that the supervisor renders decision on the request within a reasonable time after submission of the

3971. You might wish to attempt to mandate automatic approval of the leave if those time limits are not met.

5. Special emphasis should be placed on emergency leave requests. Please review Article 10.5D.
6. Finally, please review Number 9 under Item C.

ITEM L

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

1. Review Article 8.5B for authority to negotiate this item.
2. The language of Article 8.5 permits establishing overtime desired lists on the widest possible basis so that regular Mail Handlers signing the list have the greatest number of opportunities to work. For this purpose, tour lists will generally be preferred to section lists. In multi-floor facilities, lists may be best established by work floor on each tour.

ITEM M

THE NUMBER OF LIGHT DUTY ASSIGNMENTS TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT

1. Please review Article 13.3 for general information for Items M, N and O. Pay particular attention to Article 13.3C for this item.
2. Attempt to negotiate numbers large enough to provide coverage for all Mail Handlers who may need light duty assignments. A review of several years previous experience will be helpful in your considerations; this information should be requested from management. Assure that the number of positions is established for each tour.
3. Provisions should be negotiated to allow for discussions by Union and Management officials if it is determined that additional assignments need to be identified during the term of the Local Memorandum.

ITEM N

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

1. Language should be addressed to provide that light duty assignments will be supplemental to regular work force assignments so that no regular Mail Handler is displaced.
2. Efforts should be made to identify situations in which Mail Handlers current duty assignments can be modified to meet the light duty requirements.
3. Light duty assignments should be based on the limitations recommended by the physician of record.
4. Attempt to obtain reports from management on all light duty assignments made during the term of the Memorandum.
5. While the provisions of Article 13.4D provide discretion to the Installation head, you may wish to address language specifying that every effort would be made to assign the light duty Mail Handler within his/her current schedule and to establish an order of assignment for light duty positions.

ITEM O

THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY

1. Please review the provisions of Article 13.3A.
2. To the extent possible within your installation, identify specific assignments for light duty work. Examples include rewrap, sack examination, hand cancelling, culling and facing, scanning, sweeping, etc. Consider the concerns explained under Item N, No 1.
3. Attempt to obtain language requiring management to consult with the Union prior to the assignment of any Mail Handler in a light duty position.

4. Language can also set forth the method by which Mail Handlers apply for light duty assignments within the installation.

ITEM P

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

1. Please review Article 12.4 for the general information which can be used to define a section.
2. Also review Article 12.6C4 and the MOU – Section 12.3 Principles of Posting, to which this Item specifically applies.
3. Language negotiated in this Item will determine the effect upon Mail Handlers when they are excessed from their section or subject to the MOU - Section 12.3 Principles of Posting. Keep in mind that section, if defined as the entire tour, will permit management to excess those Mail Handlers from one tour to another. If sections are defined on a more limited basis, this potential effect may be avoided.
4. Take into consideration that the sections as defined may have an effect on other areas of the Local Memorandum, including those dealing with vacations, overtime desired lists and reassignment under Article 12.3E. Sections should be defined consistently on each tour within the installation.
5. You may also wish to negotiate language allowing for the addition of sections covering new assignments to provide for possible expansion of operations at the installation.

ITEM Q

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

1. Where parking is available on USPS property, consideration should be given to the order in which parking spaces will be assigned, e.g., on a first-come, first-served basis.
2. Whether parking is available on USPS property or not, the question of Mail Handler security should be addressed.

3. The provisions of Article 20.4A apply to the assignment of specific parking spaces for the designated agent of the Union. Please review these provisions.

ITEM R

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. If you do not specifically negotiate a provision providing that this type of leave is not to be charged against the choice vacation, the language of Article 24.2B will apply.

ITEM S

THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE FOLLOWING ARTICLES:

1. Article 12.3B5. You may wish to simply refer to the provisions of Article 12.3B7.
2. Article 12.3C. Unless otherwise specified here, bidding for duty assignments will be on an installation-wide basis.
3. Article 12.3E3g. Provisions should be established here to require a specific order of movement for full-time regular Mail Handlers.
4. Article 12.4, refer to Item P.
5. Article 12.6C4a, refer to Item P.
6. Article 13.3. You will note that these provisions have been negotiated in Items M through O. You may reference those items here.

ITEM T

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

1. You may wish to negotiate language assuring that updated seniority rosters are provided to the local union at each installation on a quarterly basis. Please review Article 12.2C.

2. Additionally, you may wish to secure copies for the Union of all posted notices which affect the Mail Handlers at the installation.
3. Consider bid postings in terms of the locations where bids will be posted to assure that all Mail Handlers have ready access to this information, the use of secure bulletin boards is recommended. Review Article 12.3C.
4. The specific methods under which bids will be submitted can be addressed here. Please refer to Articles 12.2D5 and 12.3B9.
5. Finally, you may also wish to establish a procedure whereby the Local Union representative reviews bid postings prior to their placement on the bulletin boards.

SAMPLE LANGUAGE

ARTICLE 30 - LOCAL IMPLEMENTATION

ITEM A

Additional or longer wash-up periods.

1. Employees who perform dirty work or work with toxic materials shall be granted the time needed to wash up.

Listed hereunder are types of work which are classified as dirty work or work with toxic materials:

- a. Dock Work
 - b. Pouch Rack Pulling
 - c. Hand Stamp Work
 - d. Dumping Assignments
 - e. Break Up Table
 - f. Sack Segregation
 - g. Parcel Post Sorting Units
 - h. Bulk Mail Sacking Operations
 - i. Rewrap/Debris
 - j. Dispatching Units
2. Mail Handlers shall be granted at least ten (10) minutes wash-up time before lunch and at end of tour. Additional wash-up time shall be granted to employees doing extremely dirty work or working with toxic material, upon completion of such assignment.
 3. Installation Heads shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials. Supervisors will be advised of the office policy in this regard.

ITEM B

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

1. In the event that there is a curtailment or termination of Postal Operations to conform to the orders of local authorities or as local conditions warrant because of emergency conditions the following will apply:
 - * If on duty, the employees will be notified of what action to take.

- * If off duty, the Employer shall make every effort to notify the employees through available media and other means of communication.
- * Off-duty employees will make every reasonable attempt to contact the employer locations for instructions.

Final determination to curtail or terminate operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions will be made by the Manager/Postmaster.

2. In the event of bomb threats, tornado warning, riots and/or other emergencies:

- * Bomb threats. Evacuation of all employees from the building.
- * Tornado Warnings. All personnel will be moved to the safest part of the building under the guidelines of Tornado Procedure, handed down and in accordance with Federal Safety Program.
- * Riots. No employee will be forced to work if civil disorder is in the area where he/she resides.
- * Other Emergencies. Representatives of the Union and the Employer shall jointly consult to determine the appropriate response.

3. When local emergency conditions warrant wholesale closing of businesses and other local industries, and if public transportation is sharply curtailed, management will be responsible for dissemination of information to employees regarding orders of local authority or as local conditions warrant.

4. The parties recognize that the Postal Service is a vital part of the communications machinery of the Nation and that historically this Postal Facility has provided this service to the public without interruptions; therefore, as a matter of policy, Postal Operations will not be terminated at the Postal Facility unless the Installation Head determines that conditions so warrant however, reasonable consideration shall be given for, but not limited to, such conditions as:

- * The Safety and Health of the Employee
- * Civil Disorders
- * Acts of God
- * Hazardous Weather Conditions
- * Advice of Local Authorities

Management will notify employees at the earliest possible time of

termination or curtailment of Postal Operations. Such notification will be by telephone, e-mail, text and/or available public media such as TV or radio.

ITEM C

Formulation of local leave program.

1. Management will excuse a minimum of 20% of Mail Handlers in each section, on each tour of those regularly scheduled, on a first come basis with all requests for leave being approved within forty-eight (48) hours. Union officials on official Union Business, will not be included in the 20% minimum.
2. All leave not approved or disapproved by Management within forty-eight (48) hours of submission will automatically be granted.
3. Any employee who has requested and has been approved Annual Leave and has an insufficient Annual Leave balance to cover such approved leave shall not be subject to a charge of absent without leave (AWOL) or an unscheduled absence for the time not covered.

ITEM D

The duration of the choice vacation period.

The Choice vacation period shall be May 15th through September 15th, for the duration of the Contract.

ITEM E

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

The vacation period will commence with the first day of employee's service week,

ITEM F

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. Mail Handlers shall have the option of selecting 10 working days as a first choice vacation period.
2. Mail Handlers may select a second choice for vacation period as long as such choice does not interfere with first choice of other Mail handlers.

ITEM G

Whether jury duty and attendance at national or state conventions shall be charged to the choice vacation period.

Employees called for Military Service, Jury Duty, or Union Officials, attending National or International Conventions and Union Meetings, during their scheduled choice vacation period, shall not be deprived of alternate vacation period. Such alternate choice of vacation shall not be counted against the number of Mail Handlers allotted for each choice vacation period.

ITEM H

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

A minimum of 18% of those Mail Handlers regularly scheduled from each tour shall receive leave each week during the choice vacation period.

ITEM I

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

Each Mail Handler shall receive a written notification for the choice vacation period, granted to him/her no later than two (2) weeks after the final date of submission. A General Roster of scheduled choice vacation periods shall be posted on all Official Bulletin Boards and provided to the Union.

ITEM J

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

Post on all Bulletin Boards thirty (30) days prior to leave year.

ITEM K

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

1. First come first served basis and Management must approve or disapprove the earlier of within forty-eight (48) hours of submission or prior to the beginning of the leave period or leave shall be automatically granted.
2. The parties agree that the Employer shall extend due and careful consideration to all vacation requests which do not fall within the choice period.
3. Submissions for vacations outside the Choice Vacation period shall be no sooner than thirty (30) days prior to the start of the leave.
4. Beginning Day of Vacation
 - * The parties agree that the beginning day of Mail Handler Craft employees vacation period shall be Saturday providing that said craft employee is assigned to the (Detroit) General Mail Facility.
 - * The parties also agree that craft employees assigned to stations or branches will begin their vacations on Monday.
 - * The parties further agree that exceptions may be granted by mutual consent of the parties.
5. Selection of Weeks
 - * The parties agree that the maximum number of consecutive weeks of vacation that shall be granted to craft employees shall be consistent with Article 10 of the National Agreement and the needs of the Postal Service during the choice vacation period.
6. Annual Leave Request – Incidental
 - * All employees requesting scheduled advance leave shall submit a 3971 in duplicate to management no sooner than thirty (30) days prior to the start of the leave period. When approved and signed by the supervisor, the duplicate shall be returned to the employee.
7. Leave to Conduct Official Union Business
 - * Request for leave to conduct official union business made by the Local President will not be unreasonably denied and shall not count toward the leave allotment.
8. Leave for Birthdays and Special Events
 - * The Employer shall also grant leave to any Craft Member requesting leave for the purpose of observing the birthday of the individual Craft Member, providing Craft Member makes prior arrangements.

- * The parties agree that the efficiency of the Postal Service is of paramount importance. However, it is agreed that the Employer shall extend due consideration to any request for the purpose of observing Ethnic and Religious events.

PROCEDURES FOR SUBMISSION

Seniority rule shall apply as the order of selection.

Order of Sign-up: full-time regulars, part-time regulars flexible schedule employees.

1. According to Section 1. of this Memorandum of Understanding, Mail Handlers will sign up in the following manner:

Tour 1: by entire tour

Tour 2: by entire tour

Tour 3: The Bulk and Dock Section will be considered one unit

All other Mail Handler Sections will be considered another unit.

All other facilities having Mail Handlers will be considered separate units.

2. In the event part-time regular Mail Handlers are employed, they will be considered separate from full-time regular or flexible Mail Handlers in vacation planning and will have a separate vacation schedule.
3. In the event vacant periods still exist on the vacation sign-up list; request for the vacant weeks shall be handled as follows:
 - * The installation head will consider all requests for vacant weeks which are submitted fourteen (14) days in advance of the leave period.
 - * The installation head will make every effort to grant requests for vacant weeks submitted less than seven (7) days in advance of the leave period.
4. Granting Leave Without Pay for the express purpose of taking a vacation because an employee has exhausted his annual leave due to unforeseen circumstances shall be approved to the extent possible.
5. Exchange of annual leave periods may be permitted only after all employees senior to the exchanges in the vacation unit have been offered said period(s) If none of the employees senior to the exchanges object In the event of a request for an exchange of vacation periods, the supervisor

must be notified at least three (3) weeks in advance of the earliest vacation period. The Supervisor shall post the requested exchange period on the official Bulletin Board in the leave unit for two (2) weeks to afford the senior employees the opportunity to intervene if they wish.

6. Any relinquished annual leave within a vacation unit must be posted for bid. and granted to the senior bidder within the unit.
7. Any employee transferring from one vacation unit to another vacation unit shall be granted their annual leave as previously chosen. the employee at their option, may give up his previously chosen period and sign up in a vacant period in his new unit.
8. Employees desiring to be off on special occasions for observance of a nonlegal holiday (Religious, or otherwise) will be allowed to take annual leave to the extent possible, consistent with the needs of the service.

Administrative Leave (Donation of blood)

- * Leave granted an employee for the donation of blood shall not count against the allowance for annual leave.

Military Leave

- * Military Leave will not count as a choice of employee's vacation time. and shall not count against the leave allowance.

Scheduling

- * If an employee wishes to cancel a vacation the employer must be notified no less than forty-eight (48) hours prior to the start of the leave. Whenever possible the leave shall be granted to the next employee.
- * Leave selections that otherwise become available shall be offered to the next employee whenever possible.
- * Leave for military duty and emergency leave will be handled outside the regular allowed quota and shall not count against the leave allowance.

Choice Periods

- * The choice periods are considered from the first Monday in May through the last Sunday in November.

- * Vacations will be chosen by craft seniority.
- * Mail Handlers must be prepared to sign for vacation periods within seventy-two (72) hours after they are contacted. If an employee is unable to decide, it may be necessary to forfeit the choice.
- * Full and part-time Mail Handlers will be given an opportunity by seniority to choose up to the maximum number of continuous days allowed during the choice period. Those employees who desire to choose a period other than during the choice period for their first choice may choose as many consecutive weeks as he/she has available at that time.

Birthdays

- * Each employee shall be permitted to take annual leave on his/her birthday. During the month of December, if conditions permit; the request will be granted by management.

Vacation Planning

- * Choice vacation period for Mail Handler- Craft shall be May 2 thru October 31.
- * One (1) Mail Handler shall receive leave each week during the choice vacation period.
- * A Mail Handler at his/her option may request two (2) selections during the choice period(s) in units of either five (5) or ten (10) working days, the total not to exceed ten (10) or fifteen (15) days, whichever is applicable.
- * Mail Handlers on jury duty or delegates to a National or State Assembly will have the option of selecting another choice period. After all Mail Handlers have been assigned their choice in the first round by order of seniority, the entire vacation period will be open. and each Mail Handler will have a second opportunity by order of seniority, to complete their vacation schedule.
- * The employer shall notify each employee of the vacation schedule approved for him/her on PS Form 3971.

- * A Mail Handler who has exhausted his/her annual leave by reasons beyond his control. may be granted LWOP during his scheduled annual leave period subject to approval of the installation head.
- * Employees desiring to be off on special occasions for observance of non-legal holiday (Religious, or other) will be allowed to take annual leave to the extent possible, consistent with the needs of the service.
- * The choice vacation period is from the first Saturday in March, through the last Friday in October.
- * On the initial sign-up period, Mail Handlers will be granted annual leave in accordance with Article 10, Section 10.3D 1 and 2, of the National Agreement. Two selections will be allowed in the choice period on the initial sign up, not to exceed-a total of 15 days. Mail Handlers may then select the remainder of accrued leave on second sign up.
- * The beginning date of an employee's vacation period shall be the first day after the employee's scheduled days off.
- * Requests for cancellation must be submitted to the employee's supervisor in writing no later than the day prior to the start of the vacation selected.
- * When an employee changes assignment, (voluntarily or involuntarily), he or she shall retain his or her original choice of vacation.

Percentages

- * The maximum number of employees who shall be granted leave each week during the choice vacation period shall be in accordance with the-percentages listed below, by tour
- * Annual leave granted to Officers of the Local Union to conduct official business shall not count against the leave allowance.
- * An employee who desires annual leave during other than the choice vacation period shall submit a PS Form 3971 to his supervisor no sooner than 45 days in advance of the start of the leave. Action on the request should occur no later than forty-eight (48) hours after

submission. Failure to act within this period will be considered an approval of the leave.

ITEM L

Where overtime desired lists in Article 8 shall be by section and/or tour.

1. An overtime desired list will be established for each section. Full time regular employees desiring to work overtime shall place their names on the list and indicate whether they wish to volunteer for (1) overtime in excess of 8 hours, (2) on NS days or (3) both.

* It is expected that employees who place their names on the overtime desired list will do so with the genuine intent of making themselves available for overtime when it is offered.

2. An overtime desired list will be established on each tour and section and at the General Mail Facility or Bulk Mail Center. Volunteers on the overtime desired list on each tour will be used exclusively on the tour to which the list applies provided the skills are available. Volunteers on the desired list of other tours will be used to obtain the skills needed or because a list has been exhausted. Supervisors on overlapping tours shall give attention in scheduling of overtime equitably where the lists on two tours can be used.

* An "Overtime Desired" list will be posted in each section and each tour.

* When there is not sufficient Mail Handlers in the work section, Mail Handlers from another section may volunteer.

* Notice of overtime will be given prior to employee lunch period but never less than one (1) hour before end of tour and employees will only be required to work the number of hours that was and announced.

Overtime desired list shall be by:

- * Facility by tour and/or sections
- * Metro Mail Station
- * Warehouse
- * Network Distribution Center by tour and/or section.

Overtime desired lists shall be by area and tour as follows:

RINCON ANNEX

Registry
AFSM Operations
Group Leaders
Technicians
All other Mail Handlers

AIR MAIL FACILITY

Sack Sorter Operations
APPS
Group Leaders
Technicians

POSTAL CONCENTRATION CENTER

Fork-lift Operations
All other Mail Handlers

All Mail Handlers

- * Overtime shall be announced at least two hours before the end of the tour when practicable, this applies to those on overtime desired list well.

ITEM M

The number of light duty assignments to be reserved for temporary or permanent light duty assignment.

1. Light duty assignments for Mail Handlers shall be provided within the Mail Handler craft at the main office and any installation or station that has Mail Handlers.

- * The following duties and assignments shall be considered as, but not limited to light duty work for full-time, or part-time regular or flexible employees:

Re-wrap

SCP Letters

SCF Plats

Or any combination of these duties. Other duties which may be performed by the supplemental work force will also be considered in an effort to provide the maximum employment for ill or injured employees.

Other areas where assignment does not exceed the medical recommendation.

2. A Doctor's certificate specifying the limitation of the duties which an employee may perform shall be the guidelines in placing an employee into light duty assignment.
3. Additional needs of the "light duty" program will be resolved at the Joint Labor- Management Committee meetings.
4. Employees shall be assigned duties compatible with their limitations. These assigned duties shall be determined by mutual agreement between union and management on an individual basis. If these assigned duties involve higher level work, Article 25, Section 1, 2, 4 and 8 shall control. No light duty assignment shall adversely affect a regularly assigned member of the craft.

ITEM N

The method to be used in reserving light duty assignment so that no regularly assigned member of the regular work force will be adversely affected.

1. There shall be designated light duty assignments for Mail Handlers as identified jointly by the parties. It is also agreed that assignments shall be determined on a case by case basis when needed.
2. The light duty assignments are currently identified as
 - * First and Third Class opening units incoming mail, all tours.
 - * First Class SPR Belts, tour 3
 - * Third Class canceling table, tour 2 and 3
 - * Hand canceling letters and flats, tour 2 and 3
3. Rest bars will be used in these positions when required.
4. Management will be guided by Article 13 of the National Agreement in assignment of light duty.
5. The employer and union officials will form a committee and regularly meet in an effort to update the light duty policy of the installation.

6. No regularly assigned member of the regular work force will be adversely affected by the reservation of light duty assignments.

ITEM O

The identification of assignments that are to be considered light duty.

1. No specific number of light duty assignments shall be designated. These assignments shall vary according to number of people involved, and commensurate the needs of the service.
2. light duty assignments shall be established commensurate within the limitations of the particular disability, but not to the detriment of any full-duty member of the regular work force.
3. Light duty assignments will not be restricted to the Mail Handler craft. Mail Handlers on light duty may be assigned to any job commensurate with their limitations.
4. Upon application for light duty assignment within craft, the Local President or Branch President of the Union, the installation head or the designated management representative will meet as an Ad Hoc Committee to determine available Light Duty Assignments.
5. When Light Duty Assignments are requested in other crafts for limited periods and for permanent assignment involving reassignment to another craft, the Local Presidents of the Union or his or her designee and the designated management representative will meet as an Ad Hoc Committee as soon as practicable to determine availability of a Light Duty Assignment for each case.
6. When light duty assignments are necessary the following operations shall be reviewed:
 - * Traying
 - * Primary Belt
 - * Examining and sacking empty equipment
 - * Simple case distribution
 - * Transporting mail
7. The following assignments shall be considered as light duty assignments in the Mail Handler Craft and will remain on the same tour:
 - * Dressing sack racks, no labelling
 - * Sack examination

- * Working primary letters or flats
 - * Sweeping cases
 - * Culling non-machinable.
 - * Administrative messenger
 - * Elevator operators
8. The parties agree that light duty assignments for the Mail Handler Craft shall be confined to job assignments normally considered to be Mail Handler Assignments. It is understood that such light duty assignments shall not adversely affect any other full-duty, full-time member of the Mail Handler Craft.
9. When a member of the Mail Handler Craft applies for light duty, the designated agent of the Mail Handler Craft will be consulted as to the appropriate assignment. It is understood that the number of light duty assignments in the Mail Handler craft is not unlimited and will be consistent with the needs of the U.S: Postal Service.
10. The number of assignments reserved for temporary or permanent light duty shall be at follows:
- * 2nd Floor Outgoing Opening Table
 - * 1st Floor Uncancelled Circ
 - * B Floor Bag Room
 - * 1st Floor Bag Room
 - * 1st Floor Rewrap Section
 - * 2nd Floor Rewrap Section
 - * 1st Floor Opening Table
 - * 2nd Floor Sticks break up
11. Light duty assignments for Mail Handlers shall be provided within the Mail Handler craft.
12. The following duties and assignments shall be considered as, but not limited to light duty work for full-time or part-time flexible employees.
- * Examining empty equipment
 - * Culling, batching, and traying of letter: mail
 - * Loading of letter mail on ledges
 - * Distribution of outgoing mail
 - * Stamping labels
 - * Re-wrapping of parcels

13. The following jobs and duties constitute the light duty assignment for Mail Handlers:

- * Rewrapping broken and soiled parcels
- * Culling any opening unit
- * Limited duties in sack deposit areas
- * Operating mimeograph machine computer

14. Mail Handler on light duty shall not be limited solely to the positions.

15. Light duty employees used in any of the aforementioned areas shall be used as a supplement to these areas and not as a replacement of the regular workforce.

16. Mail Handlers on light duty will be moved to any of the light duty areas to achieve eight hours of work.

17. The Mail Handler craft shall be notified of any Mail Handler duties designated as light duty assignments to their crafts.

ITEM P

The identification of assignments comprising a section when it is proposed to reassign within an installation employees excess to the needs of a section.

1. Mail Handlers Local _____ accepts previously agreed upon identification of Sections, with only one addition identified with an asterisk (*). All Sections are by tours, that is what comprises a Section on Tour I shall also be a Section on Tour 2 and Tour 3, etc.

PARCEL POST ANNEX

Operations on North Dock and in Key Man Areas
Operations on East Dock and South Dock Areas
Operations on inside of the building

NETWORK DISTRIBUTION CENTER

Low Cost Universal Sorter 1
Low Cost Universal Sorter (Sack Sorting)
Loading-Unloading Dock Operations
Incoming Parcel Post and Rewrap Operations
Automated Package Processing System

CARRIER ANNEX

All Operations at facility.

FEDERAL ANNEX:

Operations on the Second Floor

Operations on the First Floor

Operations on the Ground Floor, from Column G-11 to East end of the Building

Operations on the Ground Floor, from Column G-11 to West end of the Building

Operations on the Platforms, and including the Freight Elevators

Operations in the Duplicating Addresses Center/Computer.

2. The opening of the new facilities which come under the jurisdiction of the Post Office, or the shifting of the major portion of operations which does not comprise a section for Mail Handlers to another of the now existing facilities, shall justify a special meeting of the Labor Management Committee in order to establish the realignment of the affected section.
3. When it is proposed to take any action regarding the opening of new facilities or the shifting of operations, the employer shall notify the union as far in advance as practicable: when possible, at least a 30-day notice will be given.
4. Sections defined for purposes of Annual Leave, Overtime, Holiday, and the Permanent Excessing of Employees from a Section.
 - * Mail Processing Section
 - a. Ground floor: Pref. Pouch Hold, AFSM-100, and Platform Sack Room, North Dock, South Dock
 - b. First floor: Dock and Work Room floor, Weighing Section
 - c. Second floor; Sack Central - L Belt, Shake Out, Rest of floor
 - d. second Floor. West-Outgoing Letters and Papers, East-Incoming Letters and Papers;
 - e. First Floor: Cancellation. incoming Letter, Mail Messengers (tour #2 only)
 - * Station, Branches and Air Mail Facilities
 - * The above Sections shall apply only on all tours and floors except that the entire ground floor will constitute a section for overtime purposes only.

5. Management will identify section as a tour pursuant to Article 12 of the National Agreement.
6. In the Mail Handler Craft, when it is proposed to reassign within the installation an employee excess to the needs of a section, such reassignment shall be implemented keeping dislocation and inconvenience to a minimum.
7. For the purpose of defining a Section under the 2019 National Agreement the following will be designated by tour.
 - * Main Office
 - a. Originating
 - b. Destinating
 - * Detached Mail Unit: Terminal Facility, ANNEX Facility
8. For the purpose of this Local Memorandum of Understanding, a "Section" shall be defined as the job within an area in which the employee is regularly assigned.

ITEM Q

The assignment of employee parking spaces.

1. Reserved spaces for the following:
 - * Postmaster
 - * Postal inspector.
 - * Local Union President or Branch President
 - * No parking stickers will be issued during the month of December
 - * All other parking spaces will be on a first come, first served basis
2. Mail Handlers will be authorized to park their private vehicles in any parking spaces not specifically designated for government vehicles, vehicles under contract, or parking spaces designated for certain individuals or for the public.
3. One parking space at the Main Office will be for union officials (all unions, on Official union business) on a first-come, first served basis.
4. The Branch President of the Local Union shall be assigned a parking space at the facility and such parking space shall be in the vicinity of other postal officials or of a similar distance from the entrance of the building.

This item is further addressed in Article 20.

ITEM R

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. Annual leave to attend union activities shall not be charged against choice vacation period or incidental leave allowances.

ITEM S

Those other items which are subject to local negotiation as provided in the following articles.

Article 12, Section 12.3B5

- * What constitutes a significant change to require reposting shall be determined on a case by case basis and shall not conflict with the terms of the National Agreement.

Article 12, Section 12.3C

- * Once an employee has been determined to be the successful bidder in accordance with the National Agreement that employee shall have the right to exercise day to day seniority in the selection of duty assignments within the bid area and level in accordance with this memorandum.

Article 12, Section 12.3E3g

- * The temporary movement of FTR employees from their bid duty assignment shall be in the following order:
 - a. Those on a temporary change of schedule for personal convenience.
 - b. Those in an overtime status.
 - c. Those who have volunteered for their designated holiday.
 - d. Those other employees by juniority.

Article 12, Section 12.4

- * Sections within the facility shall be defined by tour, floor, and pay location.

Article 12, Section 12.6C4a

- * For purposes for reassigning employees within an installation excess to the needs of a section, sections within the facility shall be defined by tour, floor, and pay location.

Article 13, Section 3

- * Items M and N of the local Memorandum of Understanding shall control.

ITEM T

Local implementation of this agreement relating to seniority, reassignments and posting

1. Seniority

- * Preferred duty assignments are any assignments preferred by the employee within their level and bid assignment and shall be given to the senior requesting employee.
- * Once the employee receives the requested preferred duty assignment such assignment shall be treated the same as if awarded.
- * The Senior designated Union representative within the installation shall be provided notice as soon as practicable of any additions or removals from the craft rolls.

2. Posting

- * A designated representative of the Union shall be notified and given an opportunity to review and provide input on all vacant and newly established duty assignments prior to posting.
- * Copies of bid postings and bid award notices shall be sent to a designated representative of the Union as soon as practicable upon their creation.
- * After the bid is closed and prior to the award posting the senior eligible bidder shall have the right to decline said job and remain in their present assignment. The posted job would then be awarded to the next senior eligible bidder.
- * Newly established craft positions shall be posted for installation wide bidding when those duties have been performed in excess of three consecutive months.

- * Temporarily vacant duty assignments (in excess of one month) shall be offered to those employees within the section and tour by seniority in a modified selection process.