



**National
Association
Of Letter
Carriers**

2013

**Local
Negotiations**

**A Guide To Local
Negotiations
Under Article 30
Of The National
Agreement**

TO NALC BRANCH OFFICERS:



Local negotiations in 2013 will begin on April 1, 2013, and will continue for 30 days, concluding on April 30, 2013.

NALC's Contract Administration Unit and Education Department have updated this booklet for the 2013 local negotiations. The booklet offers practical advice and essential information that will help you throughout the negotiating process, from planning and gathering membership support, to nuts-and-bolts analyses of the 22 negotiating items, through the conclusion of local implementation. I urge you to read it carefully and then prepare well in advance before sitting down with management to hammer out a new local memorandum of understanding.

I am confident that each branch will negotiate in the best NALC tradition to improve the working lives of letter carriers.

Sincerely and fraternally,

A handwritten signature in black ink, appearing to read "Fredric V. Rolando". The signature is stylized and cursive.

Fredric V. Rolando
President

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Of Letter
Carriers**

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National Association of
Letter Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, D.C. 20001-2144

LOCAL NEGOTIATIONS CALENDAR

Preparation for Negotiations	Now
Information Requests	Now
Notice of Intent to Negotiate Sent	As Soon As Possible
Negotiating Ground Rules Set.....	Before April 1, 2013
Negotiations Begin.....	Monday, April 1, 2013
Negotiations End	Tuesday, April 30, 2013
Impasse Discussions Begin	Wednesday, May 1, 2013
Impasse to USPS and NBA By	Wednesday, May 15, 2013
Impasse Discussions End.....	Sunday, July 14, 2013
Appeal to Arbitration No Later Than	Sunday, August 4, 2013

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THE 2013 RULES FOR LOCAL NEGOTIATIONS

CHAPTER 1

This chapter explains the bargaining and impasse rules for the 2013 round of local negotiations and offers advice on branch bargaining strategies. As most branch officers know, Article 30 of the National Agreement permits NALC branches to engage in negotiations with local postal officials over certain work rules and other terms and conditions of employment. Since the start of full postal collective bargaining in 1971, most of letter carriers' contractual rights and benefits have been negotiated at the national level. However, some subjects have been left to the local parties to work out according to their own preferences and particular circumstances.

Article 30 lists 22 subject items which the parties may negotiate locally to create a Local Memorandum of Understanding (LMOU). The parties are free to negotiate on other subjects as well. However, either party may negotiate over subjects outside the 22 items listed in Article 30.

Although not every branch has engaged in local negotiations with management, every branch should negotiate an LMOU for each installation under its jurisdiction. Local bargaining is the best way for branch members to turn the details of their particular preferences into contractual rights regarding certain subjects, such as vacations, bidding on assignments, light duty, etc.

April 1 – April 30, 2013: Time Period for Local Negotiations

Local negotiations—also called “local implementation”—occur during a specified period after each National Agreement is finalized. The 2011 National Agreement provides for a local implementation period of April 1 through April 30, 2013. The schedule for 2013 local negotiations and the impasse procedures are specified in the Local Implementation Memorandum (Appendix B). See the “Local Negotiations Calendar” on page ii.

Before beginning serious preparations for local negotiations, all members of the branch's bargaining team must understand both Article 30 itself and how Article 30 relates to the rest of the National Agreement. As a start, all team members should read this booklet cover-to-cover, paying special attention to Article 30 and the related Memorandums of Understanding on Local Implementation, reproduced in the appendices.

1. What Subjects Are Negotiated

The rules on what subjects must and may be negotiated, and Article 30's list of 22 subject items for negotiations, have not changed in the 2011 National Agreement.

The 22 Items: Both management and the union are obligated to bargain over each of the 22 subject items listed in Article 30. This means that if one party raises such an item in negotiations, the other must negotiate over it in good faith.

Other Subjects: Neither party is obligated to bargain over subjects outside the 22 items listed in Article 30. However, each side *may*—as a matter of voluntary choice—negotiate and make agreements about such subjects.

Management may claim in local negotiations that it “cannot” bargain over subjects outside the 22 listed items or that such items are “outside the scope of local implementation.” That is plainly wrong, but it makes no practical difference whether management says that it can not, or says that it will not, bargain over subjects outside the 22 items. In either case, management may refuse to address those subjects in local negotiations.

National Arbitrator Mittenthal held in the decision C-14489, dated June 2, 1995, that the local parties may not negotiate wholesale changes to an LMOU except during the 30-day period provided by Article 30. Although the decision does not explicitly prohibit negotiating any changes outside of this period, branches should address all LMOU provisions they wish to change during the 30-day 2013 local negotiations period.

2. Impasse Rules for 2013 Local Negotiations

Certain subjects in local negotiations may be “impassed.” That is, when an impasse occurs—a failure to reach agreement in local negotiations—the union or management may appeal the dispute for resolution in arbitration, subject to certain rules.

The Impasse Rules: Although either party may impasse an item in local negotiations, management's right to impasse is strictly limited. Here are the impasse rules:

- Either party may impasse an item.
- Only a subject within Article 30's 22 items may be impassed.
- Where management submits a proposal to arbitration to change an existing LMOU provision, it has the burden of establishing that continuation of the existing provision would represent an *unreasonable burden* to the USPS. (There is no such burden on the union when it seeks to change a LMOU.)

Thus, management has a *limited* right to impasse an existing LMOU provision that is within the 22 items. To change such an item management must prove to an arbitrator that the existing provision represents an “unreasonable burden” on the Postal Service.

So a branch cannot simply “keep what it has” in the LMOU by refusing to agree to change existing language and refusing to bring the matter to impasse. Management can bring the item to impasse and attempt—by arguing that the existing provision is an “unreasonable burden” on the Postal Service—to initiate a change on its own. Despite this heavy burden on management, branches should anticipate that many postmasters will seek to impasse existing LMOU provisions.

National Arbitrator Mittenthal, in the decision C-13080, dated July 12, 1993, sustained NALC's position that management may *not* impasse a subject that is outside the 22 items. Thus, a branch may continue in effect an already existing LMOU provision on a subject outside the 22 items, and management has no ability to bring about a change in the provision without union cooperation.

Impasse Procedure: Where the parties do not reach agreement on a subject (or subjects) the impasse is submitted to higher levels of NALC and the USPS for settlement discussions. If the settlement discussions are not successful, the matter may be taken before a neutral arbitrator. The arbitrator hears evidence from both sides and decides what language will become part of the LMOU. The impasse procedure is addressed in Chapter 4 of this booklet and set forth in the national Memorandum of Understanding on Local Implementation (Appendix B).

3. What May Be Enforced

After the LMOU is negotiated and signed, all of its provisions may be enforced through the grievance procedure—both provisions within the 22 items and those outside the 22 items.

4. Inconsistent or In Conflict

You should approach local negotiations with a clear understanding that LMOUs should agree with the National Agreement. However, you should be equally aware that the 2011 National Agreement contains language in Article 30 and the Local Implementation Memorandum which limits management's right to challenge existing LMOU provisions on the grounds that they are inconsistent or in conflict with the National Agreement. See Appendices A (Article 30, Section C.1) and B (Memorandum of Understanding Re: Local Implementation # 6). What this all boils down to is a very simple, but really important point. The parties have essentially provided for "grandfather" provisions (which may be inconsistent or in conflict with the National Agreement) by agreeing to this language.

Prior to the changes in the 2001 National Agreement, management had the right to declare LMOU provisions in conflict and inconsistent at any time and to cease compliance with the disputed provisions until the issue was resolved.

In 2001, the impasse rules changed dramatically. The rule became: the only time an LMOU provision may be challenged as in conflict or inconsistent with the National Agreement is in the local implementation period immediately following the 30-day period of local negotiations when you put the item/subject in question into your LMOU.

For example: Let's say you negotiated two 15 minutes breaks each day for the letter carriers you represent back in the 2001 round of local negotiations. This is a provision that could be (and has been in the past) argued to be in conflict, or inconsistent with the National Agreement.

However, if management let it slide and didn't make this claim during the 2006 round of local negotiations, then they are prohibited from making the claim during the 2013 round of local negotiations

There are two exceptions to this general rule. They are closely related. The first is if provisions of the 2011 National Agreement were amended or modified in such a way as to directly affect your LMOU, then either party can claim an affected provision to be in conflict or inconsistent with the National Agreement (Appendix A - Article 30, Section C.2)

An example would be the inclusion of the transitional employee classification in your Item 13 (holiday scheduling) LMOU provisions. If management insisted on leaving transitional employees (TEs) as part of your LMOU holiday scheduling provisions, you could impasse the item as in conflict or inconsistent with the National Agreement. This is true because the classification of TEs will be phased out before the provisions of your local agreement come into play.

Once an item has been declared in conflict or inconsistent due to a change in the 2011 National Agreement, the parties should attempt to resolve it during the local negotiation period and impasse the item if unable to come to agreement. The provision at issue remains part of your local agreement and will remain in full force until the issue is either resolved or arbitrated.

The second exception is if related provisions of the 2011 National Agreement are amended or modified between now and May 20, 2016 in such a way as to directly affect your LMOU, then either party could claim an affected provision to be in conflict or inconsistent with the National Agreement during the next round of local negotiations (Appendix A - Article 30, Section C.3).

For example, what if one of the results of the Article 8 Task Force were to amend the National Agreement to include time spent on your own assignment in determining equitability of quarterly overtime distribution? Counting all overtime hours worked (an hour is an hour rule) to determine equitable distribution would simplify Article 8, but it might affect your local agreement. What if you had negotiated an equitability formula in your local agreement that was different than the National Agreement (as amended)? In this scenario, either side could impasse the related item/subject

as in conflict or inconsistent with the National Agreement.

It is important to remember that a provision that becomes in conflict or inconsistent due to change in the National Agreement between now and May 20, 2016 cannot be changed until the next round of local negotiations, which will occur no earlier than 2016. In other words, whatever provision(s) of your local agreement is/are in dispute will remain in full force until 2016 at the earliest.

Of course there may be cases where, despite the clear new rules, management refuses to continue or comply with LMOU provisions on the grounds that they are in conflict or inconsistent. In such cases the branch should challenge management's action through the grievance procedure; and request a financial remedy for the first and all subsequent violations.

Be aware that in the real world management's arguments about whether specific LMOU provisions are "in conflict and inconsistent" or merely an "unreasonable burden" may be confused, intermixed and not always clearly

distinguished. Keep careful negotiation notes in case there is later dispute about what issues were discussed and what arguments were actually made.

Past Practices

A binding past practice may establish enforceable rights even if they are not explicitly provided by the written terms of an LMOU. The current edition of the JCAM describes the functions of past practice as follows:

- **To Implement Contract Language:** Contract language may not be sufficiently specific to resolve all issues that arise. In such cases, the past practice of the parties provides evidence of how the provision at issue should be applied....
- **To Clarify Ambiguous Language:** Past practice is used to assess the intent of the parties when the contract language is ambiguous, that is, when a contract provision could plausibly be interpreted in one of several different ways. A practice is used in such circumstances because it is an indicator of how the parties have mutually interpreted and applied the ambiguous language. For example, in a dispute concerning the meaning of an LMOU provision, evidence showing how the provision has been applied in the past provides insight into how the parties interpreted the language. If a clear past practice has developed, it is generally found that the past practice has established the meaning of the disputed provision.

- **To Implement Separate Conditions of Employment:** Past practice can establish a separate enforceable condition of employment concerning issues where the contract is "silent." This is referred to by a variety of terms, but the one most frequently used is the silent contract. For example, a past practice of providing the local union with a file cabinet may become a binding past practice, even though there are no contract or LMOU provisions concerning the issue.

Branches may seek to incorporate past practices into the express written terms of an LMOU. See, for example, the discussion under "Temporary Changes in Carrier Technician Assignments" in Chapter 3, Item 21, found on page 46. However, before this decision is made, branches should carefully review the entire discussion of past practice in the JCAM and be confident that a binding past practice can be proven if challenged.

Any proposal to incorporate a past practice into an LMOU should include a written statement that the proposal is being made solely for the purpose of making the written terms of the LMOU consistent with the established past practice of the parties. Otherwise management may later argue that a past practice the Union is trying to enforce is, in fact, an "unachieved bargaining demand."

Unreasonable Burden

Branches should make sure to formulate a strategy to counter management claims that an LMOU provision is an “unreasonable burden” on the Postal Service. Regardless of the difficulties management may face in proving “unreasonable burden” to an impasse arbitrator, no branch should rest on its laurels and simply hope that management will not use its limited right to impasse.

Rather, when management proposes to change an existing LMOU provision against the branch’s wishes, the union should find out whether management believes the provision represents an “unreasonable burden” and whether it is considering impassing the item. If management appears serious about changing the provision, then the branch must have a strategy to either defend the current language or bargain for new language.

In all such cases it will be management’s burden to show that retaining an existing provision is an “unreasonable burden” on the Postal Service. The union is *not* required to show that retaining the provision is, in fact, *not* an “unreasonable burden” on the Postal Service.

The branch should request to see all of the evidence—asking for the specifics—that the disputed provision is an “unreasonable burden.” It is suggested that the request be in writing to prevent any further problems. Ask why management believes the burden is “unreasonable.” Hasn’t management lived with the language for four years and often much longer? What is it that suddenly makes the provision too great a burden to bear?

For example, if management asserts that the current local leave provisions are an “unreasonable burden,” make a written request demanding proof. If management negotiators claim that the current provisions have caused problems with unreasonable overtime rates, make a written request asking them to document when and how. If management believes the provisions have caused recurrent problems meeting service standards, make a written request asking for specific examples.

Carefully document management’s responses, or lack of responses, to your questions and information requests; keep copies of written communications and make notes of the dates, times and substance of spoken communications on these issues. Your careful record-keeping could help win an arbitration case over your LMOU.

In addition to demanding proof of “unreasonable burden” from management, the branch should prepare its own facts and arguments to show that the disputed provision is less costly and more beneficial to management than some alternatives.

Finally, the branch should consider offering its own alternative to the disputed provision. If the branch comes to believe that management has a strong chance of proving “unreasonable burden,” then it should consult with the National Business Agent for advice on whether to negotiate a change to the existing LMOU provision or to risk arbitrating the dispute through the impasse procedures.

2013 Bargaining Strategies

In some cases local management may take an aggressive approach in 2013 local negotiations and seek to utilize its impasse rights to make changes in the LMOU. If it does, the branch will have to put together a vigorous defense of provisions that management challenges.

If management seeks to change or weaken a current LMOU provision that is within the 22 items, the branch must bargain over the provision. It should consider offering its own

proposal to strengthen or enlarge the provision.

Where management makes several proposals or challenges several current LMOU provisions, the branch may have to offer its own proposals—even some proposals that are not top priorities and that the branch may not actually expect to achieve. In the give-and-take of bargaining, the branch may need some “reserve items” it can concede late in the process to get an agreement.

PLANNING AND CONDUCTING LOCAL NEGOTIATIONS

CHAPTER 2

Experienced NALC branch officers know that *planning and preparation* are the keys to effective local negotiations. This chapter offers some pointers to help you prepare for the entire local negotiations process from the beginning to the end, when you sign an LMOU.

More than one LMOU: Many merged NALC branches negotiate more than one local memorandum of understanding—typically one LMOU with each separate postmaster for whom its members work. Branches should know that all of the postmasters involved need not bargain together. Although you may convince your postmasters that it is mutually beneficial for them to bargain together, there is nothing in either the National Agreement or federal labor law to prevent each postmaster from bargaining separately. The advice given in this chapter assumes the branch negotiates just one LMOU. In merged branches, the advice applies to *each separate* local agreement that you will be negotiating.

Some of you have a different type of merger to consider this round of local negotiations. The USPS has relocated letter carriers from one installation to another in cities and towns all over the country since the last round of local negotiations. This process is called Delivery Unit Optimization (DUO). There are three MOUs that govern the DUO process (Appendix E). The end result of a DUO is that two installations with two separate local agreements turn into one installation with one local agreement. There is a process to resolve differences in LMOUs when DUOs happen, but the difference in the DUO process is that it doesn't end in arbitration like the local negotiation process does.

If you've been part of a DUO, it is advisable that a group of letter carriers from each city/zone that was combined meet and talk about how the LMOU everybody now has is serving the members. If your group determines to seek changes, or restore a former provision(s) from either LMOU, you should seek to document your case appropriately. If you do a thorough job of documenting your case, you'll create a win-win situation for the members you are representing. Either you will convince management to resolve the matter with your negotiating committee or you'll build a much stronger case to impasse.

Six Steps

Here are six steps toward a productive local bargaining effort:

1. Notify Management of Intent to Negotiate
2. Choose a Negotiating Committee
3. Develop an Action Plan
4. Create a Membership Support and Communications Plan
5. Develop and Draft Proposals
6. Conduct the Negotiations

1. Notify Management in Writing of Intent to Negotiate or Extend Current LMOU

You should notify your postmaster as soon as possible before April 1 if you intend to conduct local negotiations in 2013. An early notice will enable you to begin negotiations promptly when the implementation period begins on April 1.

It is strongly recommended that you mail a written notice and keep a copy. See the sample notice letter in Appendix H to this booklet; you may, of course, draft your own notice or adapt this one to fit your needs. It is a good idea to notify management even if management has already notified the branch of its own intention to conduct local negotiations.

You should also notify management even if you only intend to extend your current LMOU through the term of the 2011-2016 National Agreement—through May 20, 2016. In that case you should discuss the matter with management and execute a written extension signed by both parties. It is recommended that as part of this document, you indicate what minor editorial changes (for example, changes in dates, changing letter carrier classifications from TE to CCA) the parties have agreed to in order to bring the old memo up-to-date.

2. Choose a Negotiating Committee

It is crucial to select an effective branch negotiating committee. The branch should consider very carefully what group of union activists will best represent the members' interests in local negotiations. Here are some pointers gleaned from the experience of many local unions.

- **Size of the Committee**—Usually determined by the size of the local union. Small committees—no more than five—are usually more effective; don't create a huge committee because of local union politics.
- **How will the Committee be Selected**—Several possibilities: appointment by the local president or the executive board; election by the branch; or a combination of appointment and election.

Note: If you are negotiating for an installation that was part of a DUO, you should consider inviting letter carriers from both of the offices/cities involved to serve on the local negotiations committee.

- **Composition of the Committee**—If possible, all major stations should be represented, either by stewards or by others who are interested in being involved in local negotiations.
- **Chief Spokesperson**—Selected by the committee; usually the Branch President. A chief spokesperson should be thoroughly familiar with the National and Local Agreements, know the problems of the branch, have good judgment and have the respect of the committee.
- **Appropriate Mix of Talents**—An effective committee must perform several tasks or “roles” which require different talents and personalities. There are many such roles—for example, a committee leadership role, a note-taking and record-keeping role, a contract “expert” role, a language-writing role, “advocate” and “peacemaker” roles, and a creative, solution-finding role. Try to build a group that has the best possible combination of talents and personalities, so that all such roles are performed well.

3. Develop an Action Plan

Once selected, the branch negotiating committee's first task should be to sit down together with a calendar and plan out the negotiating process. Start by studying the "Local Negotiations Calendar" on page ii. Note that you have a very short period—just 30 days—to start and finish the negotiating process.

As a new working group, the committee should decide what its goals are and then develop a list of tasks it needs to perform. After that it should make a schedule for accomplishing those items and assign particular tasks or roles to individual members or subcommittees. For instance, somebody must prepare the notice of intent to negotiate. Another member might draft a poll of the membership to determine negotiating positions. Still another could take on membership communications.

It is strongly recommended that one committee member be designated to take notes and perform the committee's record-keeping tasks. This is an extremely important function and one person should take full responsibility for it.

4. Create a Membership Support and Communications Plan

Local negotiations represent a unique opportunity for the branch to “organize” its members around issues that are important to them. Although the branch may seldom hear from many union members, every letter carrier has a stake in at least some local issues—how vacations are scheduled, how the local leave program works and so forth.

Membership support is the source of the branch’s bargaining power and should be cultivated during the local negotiations process. You can also use local negotiations to increase participation in the branch and build appreciation for the union’s efforts.

Communications is the key to membership participation and support. The bargaining committee should create a plan for communicating with members—before, during and after the negotiations. Polling your members about their preferences on certain items can be an essential phase of your communications strategy; see below.

To construct a plan, first decide what *message* the branch wants to send. Don’t “promise the moon,” but do let members know that you intend to protect and improve their working conditions. Know that whatever communications you send to members also will leak out to management; use this factor to your advantage.

What communications method will you use? If the branch newsletter comes out just once a month, what other channels of communication are available? E-mail? Flyers? A mailing? You might use a combination of written and word-of-mouth news and information, delivered through your network of branch activists.

Steward networking. In medium-sized and large branches, probably the best way to inform and involve members is to mobilize your existing network of NALC activists—the branch’s shop stewards.

Consider calling a special meeting of branch stewards to discuss local negotiations before they start. Introduce the negotiating committee, present its basic bargaining plan and ask for input and suggestions.

Get the stewards to take responsibility for direct communication with members. Ask them to speak with *every member*—one-on-one if possible—about local negotiations just before the process begins.

After the meeting you might give each steward a one-page “talking paper” containing basic information about the negotiations—who is on the committee, why the local agreement is important, how the process works, when it will begin and so forth. Within the bounds of necessary secrecy, your handout can broadly outline the branch’s negotiating goals.

Set up a system for ongoing communications with the stewards. Construct a “telephone tree,” or plan to provide them with flyers or information sheets as the negotiation process unfolds. Explain that some details of the ongoing negotiations will have to be kept secret to facilitate the process. Ask stewards to pass on to members all the information you do provide.

Follow up on your commitments. Negotiations can be time-consuming, and the committee could get so busy it neglects to communicate with members. Plan to fix this problem in advance by assigning communications tasks to a particular committee member or a subcommittee, subject to committee approval. Then make sure the job gets done.

Advance planning, again, is the key. You must schedule meetings, make deadlines for the writing, copying and distribution of materials, figure when stewards will be communicating with members, and so on. The proper orchestration of membership communications can strengthen your hand at the bargaining table and also build long-term support for the local union.

Polling your members. There are certain local negotiating items where only your carriers can determine what is best for them. For items such as “fixed or rotating days off,” no single choice is naturally better than another; it is up to each branch’s members to decide. In these cases, the branch should consider polling its members.*

A number of Article 30 negotiating items are suitable for polling—where the preference of your members may not be obvious and there is a simple “Yes” or “No”, “A” or “B” answer. Although each branch will have to decide for itself which issues it will put before the carriers it represents, the following items should be considered:

Item 2. Fixed or rotating days off.

Item 5. The duration of the choice vacation period.

Item 21. Article 41.3.O: Whether to incorporate in your LMOU the provision pertaining to the posting of all routes and full-time duty assignments held by carriers junior to the carrier(s) whose route(s) or full-time duty assignment(s) have been abolished. (When you read 41.3.O, you will note that this is a

non-negotiable item: If the branch wants it to be part of the LMOU, management *must* accept it.)

Item 21. Article 41.1.A.5: Whether a route will be posted when there is a change of more than one hour in starting time.

Item 21. Article 41.1.B.2: Whether posting and bidding will be done on an installation-wide or sectional basis.

Item 21. Article 41.1.B.3: Length of time (other than ten days) for posting. (It is recommended that you give your carriers a limited number of choices to vote on.)

Item 21. Article 41.1.C.4: Whether the rule that unanticipated circumstances may require a temporary change in assignment shall apply to Carrier Technician assignments.

Read Chapter 3 for more information on these items.

5. Develop and Draft Proposals

To develop a set of proposals, the bargaining committee should gather the necessary information, make a list of potential negotiating subjects, prioritize them and then reduce the selected subjects to writing.

Gathering Information

Committee members need three types of information to begin these tasks. First, you need contract information. Rules on what you can negotiate are

*A question frequently asked is whether a branch must poll non-members as well as members. The labor laws provide that you need not consult non-members if you are polling simply to obtain input to a decision that branch officers will make. However, if a poll’s results will dictate the “final say” on a branch proposal, or on a working condition—such as fixed or rotating days off—then you must poll non-members as well as members. For instance, if as part of your local memo, you agree with the Postal Service to take a vote after local negotiations to determine whether fixed or rotating days off will apply in your office, then you must permit non-members to vote as well as members.

dictated by the National Agreement and explained in this booklet. The committee must be familiar with the National Agreement and with relevant postal handbooks and manuals. In addition, *other local agreements* can be an excellent source of ideas for your own branch’s proposals. Many LMOUs contain provisions first developed by other branches.

Second, the committee should gather information about what subjects need to be negotiated in 2013. The branch may also poll the members or seek out their input, solicit advice from stewards and branch officers, and review grievance file(s) for problem areas in the current LMOU.

Third, the committee may need information from management. Such information may be especially crucial in areas where management may try to prove that existing LMOU provisions represent an “unreasonable burden” on the Postal Service.

Information requests should be made immediately, before local negotiations begin. Here are some tips on information requests:

- Make the request in writing and keep a copy.
- State that the request is made pursuant to Article 31, Section 3 of the National Agreement, and in preparation for negotiation of a new Local Memorandum of Understanding.
- Be as specific as possible in asking for the information. Ask for amounts, dates, etc.
- State that a prompt response is important.
- Make notes and keep records on management’s response, or lack of response.

Establishing Priorities

Use your research to assemble a list of all potential negotiating subjects—even matters that seem unimportant. Then the committee should discuss and prioritize them, deciding which items are primary, “must do” negotiating objectives, which are “secondary” or minor priorities and which items are not worth negotiating. Keep in mind the interests of all groups—Carrier Technicians, Part-Time Flexibles, City Carrier Assistants, etc. Remember to include extra demands to use as “bargaining chips.”

Drafting

When priorities have been decided, it is time to write up the proposals you will present to management. You should consider two important factors in drafting contract proposals—tactics and language.

Tactically, your proposals should be drafted to fit the negotiations process which usually starts with initial demands, proceeds to a concessionary stage in which each side reduces its demands, and then ends with an agreement. It is wise to draft more

than one proposal on each subject – an initial proposal, an intermediate proposal, and a minimum proposal (see the suggested Proposal forms in Appendix I).

The initial proposal is one that includes everything you want. The intermediate proposal should represent some concession but would still be a fair deal that serves your interests well. The minimum proposal should be the least you can accept. In order to be fully prepared, it is helpful to draft each of these three types of proposals on all items to be discussed prior to the beginning of negotiations. Once negotiations begin, submit them one at a time, starting with your initial proposal. Attempt to reach agreement on the initial proposal before submitting the intermediate proposal. If agreement isn’t reached on either, you may then consider submitting your minimum proposal. Remember to date all of your proposals.

Language is the other major concern when drafting proposals. The best contract language should be *clear and precise*—easy to understand and definite in the way it applies in various circumstances. The “perfect” contract provision is one that is impossible to misinterpret or misapply. Here are some pointers on drafting contract language:

- **Organize your writing.** State the most important things, such as general rules, first. Then list the next most important thing, or any exceptions to the general rule. Break long provisions into separate sections and subsections, each with its own title.
- **Keep your words and sentences simple** — not fancy, flowery, or “legal”-sounding. Say just what you mean in plain English. When arbitrators analyze contract language, they first look to the “plain meaning” of the words.
- **Define your terms** where the “plain meaning” will not be clear. Sometimes a single word or phrase means different things in different contexts. State which definition you are using.

- **Run it by others.** Ask others to read the language looking for vagueness, loopholes or other ways it could be misinterpreted. If everybody who reads it thinks it means the same thing, it is probably clear.

Conceptual Proposals

“Conceptual” proposals are an alternative to presenting proposals in concrete, contract-style language. In conceptual bargaining one side generally identifies a problem or issue, and then invites the other party to search jointly for a solution.

The usual, “contract-style” proposal typically spurs the other party to object, to argue about specifics or language, and to overreact by hardening its position. In other words, the receiving party moves right into “conflict” mode.

With conceptual proposals, the other party may instead ask questions and explore the problem, before any concrete solutions are raised and before conflict arises. Some negotiators have used this approach to change the style of negotiations and improve the results.

Example—Contract Proposal

There shall be at least one light duty assignment answering telephones in each station.

Same Example—Conceptual Proposal

Problem: There are insufficient light duty assignments for injured letter carriers.

Proposal: The parties should identify additional light duty work for injured letter carriers.

Management might reject the first proposal out of hand, but react to the second by discussing the problem. A useful discussion could follow, perhaps leading to joint identification of other light duty work—besides answering phones.

Combining Proposals

You may wish to take those proposals which deal with a single subject and combine them for purposes of discussion. For example, items 4 through 12 and 20 all deal with leave. More specifically, items 6, 7, 8, 9 and 20 pertain to the choice vacation period. Items 15 through 17 are all concerned with light duty assignments.

6. Conduct the Negotiations

This section addresses the actual bargaining between the branch and local management.

Ground Rules

Ground rules should be the first order of business at your first negotiating session with management. Setting the ground rules in advance will help clarify how the parties expect to conduct negotiations and prevent later disputes over the process.

Review the “Sample Ground Rules for Local Negotiations” provided in Appendix J at the end of this booklet. Not all of these suggested rules will fit your own local circumstances and not all will be attainable—for example, having the negotiations “on the clock.” However, they are all worth serious consideration. The

initialing of tentative agreements is particularly important.

Record-Keeping System

It is crucial to keep careful and complete records of your negotiations. Good, clear records will prevent confusion and misunderstandings. They should document the intent and meaning of contract language—which could help you win an arbitration involving your LMOU. They should be sufficient to help you prepare for any appeals to the impasse procedure. They may also help guide your future negotiations.

As noted before, a single, knowledgeable person on the negotiating committee should be designated to take notes full-time at the table and keep

all negotiating records in good order. It is recommended that the note taker keep:

- An agenda for each negotiating session.
- A set of notes of each negotiating session, which should be reviewed by the full committee before they are finalized.
- A complete set of all union and employer proposals and counter-proposals, with carefully noted dates and times when the proposals were made.
- A status or summary sheet for each negotiating subject or item. See Appendix K, a sample “Negotiating Item Status Sheet.”

Negotiating at the Table

One of the best books on negotiating techniques is *Getting to Yes*, by Roger Fisher and William Ury (2nd ed. 1992). The authors point out that most negotiators tend to take either a totally “hard” or a totally “soft” stance in negotiations.

Hard negotiators are hard on the issues and hard on the people across the table. They protect their interests but can cripple the negotiating atmosphere through unnecessary acrimony. “Soft” negotiators create a better atmosphere at the table but often give in too easily to avoid conflict.

Fisher and Ury argue that negotiators should take neither a totally “hard” nor a totally “soft” stance. Instead, they recommend a stance of “hard” on the merits, but “soft” on the people. It may seem psychologically difficult to be both tough and friendly at the same time. However, the best negotiators use this technique to great advantage.

Here are some additional tips for conducting your negotiating sessions with management:

- **Let the chief spokesperson do the talking (normally)**—If necessary, pass notes or call a caucus. (See section on caucuses in this chapter.)
- **Maintain order among your committee** — Don’t argue in front of management; they may see the division as weakness and exploit it.
- **Bring sufficient copies of proposals**— Enough for each person at the table. Get management to do likewise.
- **Make management respect you**—At the bargaining table union and management are equals; no one is the “Boss”.
- **Don’t be offensive.**
- **Be reasonable**—But be confident and unafraid of management.
- **Discuss easy items first**—For example, fixed or rotating days off ordinarily can be resolved with management.
- **Look for areas of common interest**—If you have a proposal which solves what has been a problem for both the union and management, let management know that it is in the mutual interest of both parties to solve the problem.
- **Try to anticipate management’s argument on your proposals**—And be ready with a reply.
- **If you have a proposal that will not have a detrimental effect on management, let management know this**—Simply argue that the proposal will help your members without hurting management.
- **Drop a proposal** if the issue becomes difficult, with the understanding you will come back to it.
- **Make concessions in small steps**—Backing off too quickly or all at once on an issue may signal weakness.
- **Don’t let management stall.**
- **Don’t get bogged down by discussions of individual grievances during negotiations.**
- **Once an oral agreement is reached, don’t let management write up all of the contract language**—Contract language is what determines your rights.

- **Question management's contract language**—Where management does write up language, make sure you understand it completely before agreeing. Challenge qualifying or restrictive language when appropriate and suggest your own alternatives.

Union Caucus: Important Bargaining Tool*

Most of the time what really takes place at the bargaining table is the announcement of a position by one side accompanied by some words of justification. The other side responds, sometimes with questions, sometimes with a general comment and questions.

Often, particularly during the later stages of negotiations, one side will leave the room for a caucus. This is particularly true of the union side. During the caucus the union reviews its positions and proposals, prepares its answers to management and works out any internal differences. Caucusing is a crucial part of the bargaining process.

The most common purposes of the caucus are:

1. Make sure everybody understands the Postal Service's proposal and position, including the implications of the proposal for each group.
2. Find out how each member of the committee "reads" management's latest position or proposal. Example: Was it a final position? Are they just playing games? Does it indicate a real change in the Postal Service's attitude on a given issue? Is it evidence of a split on the management side?
3. Let the members of the committee react to what is happening at the table. This may be especially true if your committee is operating under a fairly tight one-spokesperson rule.

4. Pull the committee together. This may be necessary in a situation where suddenly everybody has started talking at the table and they are starting to disagree.
5. Cool off some of the committee members, particularly after a heated exchange at the table.
6. Slow down the pace of negotiations when things are moving too fast; for example, when employer counter-proposals are coming too fast to study properly.
7. Change the subject. Decide on the next issue or proposals to be discussed.
8. Add emphasis to a point or proposal the union has just made and pressure management to respond.
9. Plan strategy and tactics for the rest of that bargaining session as well as those scheduled ahead.
10. Review how the union's basic bargaining game plan is proceeding.
11. Deal with unexpected developments away from the bargaining table.
12. Keep the members of the committee mutually apprised of what's going on at the table, both in terms of what's being said and what's not being said.
13. Make sure the note taker on the committee got that last management statement down accurately as it may be useful at the next membership meeting or in the next bulletin to the members.
14. Evaluate the hardness of the company's position on a union proposal and whether now is the time to think about modifying the union's position.
15. Reassess the members' support on the issue under discussion at the table. This is particularly important toward the end of bargaining.

* This material on union caucuses has been adapted from an article written by John Sloan for the George Meany Center for Labor Studies.

NEGOTIATING

THE 22 ITEMS

CHAPTER 3

This chapter discusses the main substance of local negotiations—the 22 negotiating items listed in Section B of Article 30. Each of the 22 items is discussed separately below. The discussion of each item is broken into three parts:

- (1) Language from other parts of the National Agreement which directly or indirectly affects the item;
- (2) Suggestions for bargaining strategy on the item; and
- (3) Suggested language for your proposals.

As you read this material and prepare for negotiating a new Local Memorandum of Understanding, keep in mind these additional points:

The process lasts just 30 days—from Monday, April 1, 2013 through Tuesday, April 30, 2013. There are no provisions for extending this time period, so the process must be completed within these 30 days.

By the end of this period the parties must know what agreements have been made—what new provisions will be included in the LMOU, and what provisions from the 2007 LMOU will be carried forward without change. Each party also should know which areas, if any, it will appeal to impasse pursuant to Section C of Article 30.

This material is intended to be educational only. The suggestions and advice in the following pages are offered to assist branches in local negotiations. Except for certain explicitly stated rules, this material states suggestions—not requirements—regarding what should be negotiated, possible LMOU language and related matters. Branches throughout the country have used their own creativity to negotiate local agreements that serve their members well. That is good and should continue. You may use this material wholly or partially as you wish.

Please note that by bringing certain matters to your attention, the NALC is not committing itself to taking to arbitration all impasses pertaining to the suggestions below.

ITEM 1
Additional or
longer wash-up
periods.

***OTHER REFERENCES IN THE 2011
NATIONAL AGREEMENT***

Article 8, Section 9

Wash-up Time. Installation heads shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials. The amount of wash-up time granted each employee shall be subject to the grievance procedure.

Articles 8.9 and 30.B.1 prohibit negotiation of LMOU provisions that provide wash-up time to all employees without consideration of whether they perform any dirty work or are exposed to toxic materials. Local parties remain free to define the employees who satisfy those conditions (see National Arbitrator Nolan, B98N-4B-I-01029365 and 01029288, C-25374 July 25, 2004). This rule does not negate the provisions of Article 30.C or the Article 30 Memorandum, which address existing LMOU provisions (see JCAM page 30-7).

DISCUSSION

Most branches have already negotiated some sort of wash-up time language into their LMOUs. This is the time to either attempt to negotiate better language, or if this subject isn't a problem for the members you represent, you may decide to just keep the language you have. If you presently don't have any language for this item, you have nowhere to go but up. Regardless of your ultimate goal, it is highly advisable to be prepared with three proposals for this item prior to beginning your bargaining sessions.

Your committee may decide to put a proposal on the table which establishes what is "reasonable wash-up time." Some LMOUs have very specific language as to what that is and others define the term "reasonable" in a more general way.

On the other hand, your committee may decide that simply incorporating Article 8, Section 9, into your LMOU would be sufficient to serve the needs of the letter carriers you are representing.

SAMPLE PROPOSAL

Each letter carrier will be granted _____ minutes for wash-up after casing the route and prior to delivering on the street. Every letter carrier will also be granted _____ minutes for wash-up after returning to the office from the street. Every letter carrier working as a router shall be granted three periods of _____ minutes each for wash-up each work day.

ITEM 2

The establishment of a regular work week of five days with either fixed or rotating days off.

OTHER REFERENCES IN THE 2011 NATIONAL AGREEMENT

Article 41, Section 1.A.3:

The existing local procedures for scheduling fixed or rotating non-work days and the existing local method of posting and of installation-wide or sectional bidding shall remain in effect unless changes are negotiated locally.

DISCUSSION

There are several different possibilities here. You may wish to negotiate simply fixed or rotating days off for all carriers in your office or you may wish to negotiate *both* rotating and fixed days off, specifying exactly what kinds of routes (e.g., parcel post, business, etc.) receive rotating or fixed days off. Avoid language such as, “the existing practice will be continued.” What you seek in this area will depend upon local needs and the preferences of your carriers. As noted in Chapter 2, you may wish to poll your members on this item.

SAMPLE PROPOSALS

All letter carrier routes in the _____ Post Office shall be on a rotating days off schedule, with the work week running from Saturday through Friday. The exception to rotating nonscheduled days will be parcel post routes with a Monday through Friday work week with a non-scheduled day of Saturday. Unless these routes are expanded to six-day delivery routes, they will remain with a fixed day off.

Letter carriers in the _____ Post Office will be granted a non-scheduled work day on a rotating basis, except as provided below:

- (a) Business routes shall have a Monday through Friday work week with Saturday as their non-scheduled day.
- (b) Parcel post carriers and carriers on combination parcel post, relay and collection routes will be granted a non-scheduled work day on a rotating basis, except that those engaged in business or partial business areas that do not have a full Saturday delivery schedule shall have a Monday through Friday work week with Saturday as their nonscheduled day.
- (c) All mounted firm delivery carriers will have a fixed day off to be established based on service needs.

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

OTHER REFERENCES IN THE 2011 NATIONAL AGREEMENT:

None.

DISCUSSION

This is a subject area that is often overlooked during local negotiations. You should take a look at the present language in the LMOU you are negotiating and work from there. There are always improvements that can be made to existing language. The whole idea here is to negotiate language that calls for reasonable decisions to be made with consideration for the safety and health of the letter carriers you are negotiating for.

If your LMOU doesn't have any language negotiated for this subject and your committee has an interest, consider the following proposal:

It is recognized by both parties that on occasion, emergency conditions may exist which would encourage the employer to consider the curtailment of mail. In cases of such emergency conditions, the employer will, prior to making a decision to curtail the mail, take into consideration such factors as:

- (a) The degree of emergency as stated by and acted upon by responsible governmental authorities;
- (b) Public notice of occurrences such as road closings, media advisements not to venture out except in case of an emergency, and reactions of its customers to the emergency shall be given the greatest consideration prior to making any decisions;
- (c) The accessibility of postal operations and its customers to the employer and employee; and
- (d) The safety and health of its employees.

Prior to taking action to curtail the mail, the Employer will notify the branch president and shop steward in each affected unit of its decision and plan of implementation immediately after taking action to reduce the level of service.

However, your committee may decide to offer other proposals on this subject. Before you begin writing proposals, it is advisable for your committee to review the language in Section 519.21 of the Employee and Labor Relations Manual which defines "Acts of God" and establishes guidelines for postmasters to determine when employees should be dismissed early as well as when they are unable to report.

Remember, whatever language is finally negotiated into your LMOU on this subject, the final determination on whether conditions are safe or unsafe rests with the individual letter carrier.

Here are a few more sample proposals to consider:

SAMPLE PROPOSALS

Letter carriers shall not be required to attempt delivery during periods of inclement weather of such severity that civil authorities (e.g., city mayors, state highway police authorities, state highway administrative authorities, etc.) consider road travel hazardous and have advised the public (by radio, television, or other media) not to travel public streets or highways.

The _____ Post Office shall comply with all requests by local (city and county), state and federal officials in regard to any emergency that may be an endangerment to life or limb of the people in the affected area.

THE LOCAL LEAVE PROGRAM

LMOU Items 4-12 and Item 20 are all related or connected to vacations and/or other periods of annual leave rights in one way or another. Annual leave rights are some of the most important provisions in an LMOU. This is your chance to negotiate for an annual leave program tailored to fit the particular

needs and desires of the members you are representing. This is a matter to take quite seriously, but you shouldn't be intimidated by the prospect of negotiating an annual leave program either. Just follow the advice in this guide and you'll be fine!

Choice Vacation Period

The first thing you need is a good understanding of how each leave year is divided. You have what is known as a choice vacation period and a non-choice vacation period. Each period represents a certain time frame during the year. The time frames for choice and non-choice vacation periods vary from LMOU to LMOU. Some LMOUs have year round choice vacation period and no non-choice vacation period. Other LMOUs have Memorial Day to Labor Day for choice vacation period and the rest of the year as non-choice vacation period. Many LMOUs have something in between those two examples.

The number or percentage of letter carriers granted annual leave during the choice vacation period is usually negotiated in Item 9. Once you figure how many letter carriers will be granted annual leave during each week during the choice vacation period, you should think about how many weeks are needed so that there are enough weeks available for all letter carriers to make choice vacation selections.

This is done by taking the number of letter carriers you have and considering how much leave each letter carrier earns. Career letter carriers with less than three years of service and all CCAs earn 13 days of annual leave each year. Each one is entitled to two blocks of 5 days annual leave.

Career letter carriers with over three years of service earn 20 days of annual leave each year. Each one is entitled to three 5 day blocks of annual leave. Career letter carriers with over 15 years of service earn 26 days of annual leave each year, but still get only three 5 day blocks of annual leave.

For example, let's say you have 25 letter carriers and 20 of them earn at least 20 days of annual leave. The other 5 earn only 13 days of annual leave. In this example, you need 70 ($20 \times 3 = 60 + 5 \times 2 = 10$) five-day blocks of annual leave to cover everybody. If you are allowed 5 letter carriers off each week during the choice vacation period, you need at least 15 weeks of time for your choice vacation period. If you used Memorial Day weekend through Labor Day weekend for your choice vacation period, you would barely have enough blocks of leave to allow the letter carriers you represent the number of 5 day blocks of annual leave they are entitled to. When determining the number of letter carriers that will be granted annual leave each week and the length of the choice vacation period, you should leave room for giving letter carriers that are called to jury duty during one of the weeks they selected to have another week to choose from. You should also leave room for union officials who attend regional, state, and national conventions or assemblies. In this example, you're going to have

to negotiate a higher percentage or number of letter carriers granted annual leave each week during the choice vacation period or a longer length of time for your choice vacation period.

Once you're set with the number of letter carriers granted annual leave each week and how long the choice vacation period will be, you have to decide on the method for choosing the 5 day blocks of annual leave. The 5 day blocks of annual leave are selected by seniority. You can negotiate whether letter carriers will be given one or two selections of 5 day blocks of annual leave during the choice vacation period. If you decide to use two selections, you then have to determine if you want to have both selections at the same time or if you want to have each letter carrier make one selection and then go back through by seniority for the second selection.

You also negotiate over what day of the week the 5 day block of annual leave will begin. Your choices are Saturday and Monday.

The next step is to decide on a method for making selections of 5 day blocks. Choice vacation selections have to be continuous. They can be for one week, two weeks, or three weeks of time depending on how much annual leave the letter carrier making the selection earns. One method

is to use a leave book that is passed around by seniority. Another is to post a leave chart that is filled in by seniority. A third method is to simply use leave slips (3971s).

Before selections are made, you need to block off enough weeks for the union officials that work in your office to attend the regional, state, and/or national conventions or assemblies scheduled for the upcoming year. You can negotiate whether or not time spent attending conventions or assemblies will be counted toward the number or percentage of letter carriers granted annual leave during the choice vacation period. You do the same thing for letter carriers who are called to jury duty during the choice vacation period. For instance, if you are allowed five letter carriers off each week and you have three letter carriers attending a convention one week, are you going to allow eight letter carriers off that week or are you going to have just five off? You can also negotiate whether or not annual leave used for other types of union activities will be counted toward the number or percentage of letter carriers granted annual leave during the choice vacation period.

After you finish with selections of the 5 day blocks, you need a method for letting the letter carriers know which 5 day block(s) they were awarded.

Non-Choice Annual Leave during the Choice Vacation Period

Once all letter carriers have had the opportunity to make all of their 5 day block selections, there are other kinds of annual leave requests that occur during the choice vacation period to consider. Letter carriers that earn 13 days of annual leave have at least 3 days of annual leave left to use after the 5 day block selections are made. Letter carriers that earn 20 days each year will have 5 days of annual leave left over and those that earn 26 days each year will have 11 days left over.

You should plan to have some 5 day blocks of leave that are still available after all choice vacations selections are made. For instance, if you are allowed five letter carriers off each week, and you only have three letter carriers who selected a given week, there would be two slots available. This is called non-choice leave during the choice vacation period.

You should plan for non-choice annual leave requests for anywhere from a partial day to more than a week during the choice vacation period. Consider how far in advance letter carriers will be allowed to submit leave requests, how they will be submitted, and how and when management will reply to leave requests.

You also have to decide if these types of leave requests will be granted by seniority or on a first come, first served basis. You can negotiate different rules for different amounts of annual leave taken. For instance you may allow same day annual leave requests to be granted on a first come, first served basis with seniority being a tie breaker. You could have requests of more than a day handled differently. You could leave a period of time (like 14 or 30 days) open for letter carriers to make non-choice leave requests after the choice selections

have all been made, and then have them granted on a seniority basis. You could negotiate that after that process was finished, remaining leave requests would be granted on a first come, first served basis.

It is also important to negotiate firm rules for how leave requests are submitted, how long management has to act on a leave request, and what happens if management doesn't follow the rules. For instance, you could negotiate that letter carriers submit leave requests at least two days before the leave begins. Also that management is required to respond to a request and provide the letter carrier with a copy of the reply on PS Form 3971 within 24 hours of the request.

You should also negotiate on what happens if management fails to respond to a leave request within 24 hours as agreed to. For instance, you could negotiate that the leave request is automatically approved regardless of the number or percentage of letter carriers already off if management fails to reply within the 24 hours (or whatever time frame you have in your LMOU).

If you have year round choice vacation period (January 1 – December 31), you don't have to worry about rules for annual leave requests during the non-choice vacation period. If you have something less than year round choice vacation period (January 1 – November 30, etc.) in your LMOU, then follow the advice below.

Non-Choice Vacation Period

The first thing to do here is to figure out how many letter carriers will be granted annual leave during the non-choice vacation period. The number or percentage of letter carriers granted annual leave during the non-choice vacation period is usually negotiated in Item(s) 4 or 12 (or both). The procedure for requesting annual leave during the non-choice vacation period is usually negotiated in Item 12. This is an important place not to overlook. How will annual leave requests be submitted? How long will management have to approve or deny an annual leave request? What happens if management doesn't approve or deny an annual leave request in the agreed time frame? You need to try and answer all these questions in Item(s) 12 and/or 4.

You will have the same kinds of annual leave requests that occur during the non-choice vacation period to consider as you negotiated for the non-choice leave requests made during the choice vacation period.

There are other related matters that should be negotiated as part of your local leave program. What happens if a letter carrier becomes ill and is unable to take vacation as scheduled? What about Union events such as state and national conventions during the non-choice vacation period? How will that be handled?

Oftentimes, management attempts to include other types of leave in the percentage or number of letter carriers allowed off during the non-choice vacation period. For instance, they may

try and get you to agree to include things like extended sick leave, military leave, OWCP leave, leave without pay, etc. The list goes on.

The point is, don't agree to these types of management requests lightly. You can include items that result in you having nobody granted annual leave during the non-choice vacation period if you're not careful. The best LMOU provisions have no other types of leave counted against the number or percentage of letter carriers allowed off during the non-choice vacation period.

You should plan for annual leave requests during the non-choice vacation period for anywhere from a partial day to more than a week. Consider how far in advance letter carriers will be allowed to submit leave requests, how they will be submitted, and how and when management will reply to leave requests.

You also have to decide if these types of leave requests will be granted by seniority or on a first come, first served basis. You can negotiate different rules for different amounts of annual leave taken. For instance you may allow same day annual leave requests to be granted on a first come first served basis with seniority being a tie breaker. You could have requests of more than a day handled differently. You could leave a period of time (like 14 or 30 days) open for letter carriers to make non-choice vacation period leave requests after the choice vacation period selections have all been made, and then have them granted

on a seniority basis. You could negotiate that after that process was finished, remaining leave requests would be granted on a first come, first served basis.

On the other hand, you could negotiate that all leave requests during the non-choice vacation period will be granted on a first come, first served basis if that is what your committee decides to do.

It is also important to negotiate firm rules for how leave requests are submitted, how long management has to act on a leave request, and what happens if management doesn't follow the rules. For instance, you could negotiate that letter carriers submit leave requests at least two days before the leave begins. Also that management is required to respond to a request and provide the letter carrier with a copy of the reply on PS Form 3971 within 24 hours of the request.

You should also negotiate on what happens if management fails to respond to a leave request within 24 hours as agreed to. For instance, you could negotiate that the leave request is automatically approved regardless of the number or percentage of letter carriers already off if management fails to reply within the 24 hours (or whatever time frame you have in your LMOU).

The pages that follow take you step by step through the leave provisions your negotiating committee can negotiate into your LMOU. There are certain choices to make on several items relating to leave that your committee can fashion to the particular needs of the members you represent.

Best of luck!

ITEM 4 Formulation of local leave program.

OTHER REFERENCES IN THE 2011 NATIONAL AGREEMENT

See, in general, Article 10 (Leave), and Items 5-12 and 20.

DISCUSSION

Item 4 is an extremely general item which serves as a “catch-all” for a wide variety of provisions pertaining to the administration of the local leave program. Some issues that can be addressed here are:

- Date of Notification for Making Choice Period Selections
- Method for Making Choice Selections
- Method for Making Non-choice Leave Selections During the Choice Leave Selection Period
- Ill During Vacation
- Re-posting of Cancellations
- Exchanging of Leave
- Transferring with Leave
- Vacation Call-In
- Military Leave
- FMLA Leave
- Posting of Scheduling
- Percentage or Number of Carriers Off During Non-choice Period

Annual leave provisions for CCAs are guided by the Memorandum of Understanding *Re: City Carrier Assistant (CCA) Annual Leave* (see Appendix D). This MOU allows the parties to agree to “include provisions into the local memorandum of understanding to permit city carrier assistant employees to apply for annual leave during choice vacation periods, as defined by Article 10.3.D of the National Agreement. Granting leave under such provisions must be contingent upon the employee having a leave balance of at least forty (40) hours. In addition, the parties will explore at the national level appropriate options regarding current policies for paying terminal leave.”

SAMPLE PROPOSALS

Here are a number of provisions you should consider proposing under Item 4:

1. Date of Notification for Making Choice Period Selections

Management shall notify all carriers by _____ (date) of the beginning and ending dates of the period for making selections during the choice vacation period.

2. Method for Making Choice Selections.

There are at least three possible methods, but whatever method is selected should be specified in the LMOU.

- (a) The Leave Book shall be passed throughout the carrier workforce by seniority, and each carrier will indicate his or her selection for the choice period in the book.
- (b) Carriers shall indicate their selection for the choice period on a list posted on the bulletin board.
- (c) Leave forms will be distributed and all carriers must indicate their first, second and third preferences for their selection during the choice week.

3. Method for Making Non-choice Leave Selections During the Choice Leave Selection Period

The method for making non-choice leave selections during the choice vacation period is sometimes covered in Item 9 but most LMOUs cover it here in Item 4. Either way, the LMOU should specify the procedure for selecting this type of leave. Three possible methods are:

- (a) After all choice leave selections have been made, the leave book shall be passed throughout the carrier workforce by seniority, and each carrier will indicate his or her non-choice leave selections that fall during the choice leave selection period in the book.
- (b) After all choice leave selections have been made, carriers shall indicate their selections for non-choice leave during the choice leave selection period on a list posted on the bulletin board.
- (c) After all choice leave selections have been made, leave forms will be distributed, and each carrier may indicate his/her selection(s) for non-choice leave that falls during the choice leave selection period.

4. Ill During Vacation

Carriers who become ill while on annual leave during the choice period shall be allowed to have another selection during the choice period.

5. Re-posting of Cancellations

All cancellations shall be re-posted as soon as management is notified of the cancellation.

6. Exchanging of Leave.

- (a) Exchanging of leave is not to be permitted without the approval of the Union.
- (b) There shall be no exchanging of leave unless all carriers senior to either one of the carriers exchanging have had an opportunity to participate in the exchange.
- (c) There shall be no exchanging of leave.

7. Transferring with Leave

Any carrier transferring from one station to another will be granted his or her annual leave as previously scheduled in the station from which the carrier transferred. Article 10, Section 4.D requires “All advance commitments for granting annual leave must be honored except in serious emergency situations.”

8. Vacation Call-In

No carrier will be called in to work while on annual leave.

9. Military Leave

Military leave will not count as part of a carrier’s selection(s) for the choice period, nor will it count against the minimum percentage or number of carriers allowed off on annual leave during the choice period.

10. FMLA Leave

Annual leave taken under the provisions of the Family and Medical Leave Act will not count as part of a carrier’s selections for choice period, nor will it count against the minimum percentage or number of carriers allowed off on annual leave.

11. Posting of Scheduling

Management will post the leave chart as soon as possible after it has been completed.

12. Percentage or Number of Carriers Off During Non-choice Period

It is suggested that you try to negotiate a number or percentage of the letter carrier workforce who will receive leave during the non-choice vacation period. Some LMOUs include the minimum percentage or number of letter carriers allowed off on annual leave in Item 12 and some include it here in Item 4. While it is not necessary, you may want to consider putting it in both items. In 1986, National Arbitrator Mittenenthal (C-05670) ruled that branches may include such a provision in the LMOU; he rejected a Postal Service claim that such provisions were inconsistent or in conflict with the National Agreement.

In the _____ Post Office, at least _____ percent (___ %) of the letter carrier workforce shall be granted annual leave during the non-choice vacation period. In those instances where computing the _____ percent does not result in a whole number, and the fractional result is 0.1 or higher the next whole number shall be considered the correct figure—e.g., 2.1 and above would become three (3) employees.

Note on other leave items: The subject of leave is addressed by several of the 22 negotiating items in Article 30. Although the procedure for making vacation selections during the choice period is usually covered here under Item 4, the number or percentage of carriers off during the choice vacation period is normally negotiated under Item 9. A similar subject is also normally covered under Item 12—the procedure for taking annual leave during the non-choice vacation period. Be sure that the various leave related items all work together and do not cause problems due to conflicting language between items.

ITEM 5
The duration of the choice vacation period.

OTHER REFERENCES IN THE 2011 NATIONAL AGREEMENT

Article 10, Section 3.C.

The parties agree that the duration of the choice vacation period(s) in all postal installations shall be determined pursuant to local implementation procedures.

Also see, in general, Article 10 (Leave) and Items 4, 6-12 and 20.

DISCUSSION

The duration of the choice vacation period varies from one LMOU to another. Some LMOUs have a year round choice vacation period (January 1 – December 31). There are other LMOUs that have a much shorter time frame such as Memorial Day to Labor Day for the choice vacation period and the rest of the year as non-choice vacation period. Many LMOUs have something in between those two examples.

The main thing to remember when preparing to negotiate for the duration of the choice vacation period is that you want to make sure it is long enough to be sure that all of the letter carriers you are representing will have a real opportunity to use the two or three 5 day blocks of annual leave selections they are entitled to. You also want to leave some room for non-choice selections, Union activities, and jury duty service considerations.

As time goes on, more and more NALC branches are discovering that including the month of December in your LMOU's choice vacation period is not an unreasonable goal. Years ago, this was very difficult to achieve because of the increased workload during December. We still have an increased workload, but it's not to the degree it was many years ago when most LMOU Item 5 provisions were negotiated. Therefore, including December as part of your choice vacation period is a totally reasonable proposal that can benefit both parties.

SAMPLE PROPOSAL

The choice vacation period shall begin on January 1 and end on December 31.

The choice vacation period shall begin with the (first, second, etc.) full week of (month) and continue for a period of _____ consecutive weeks, ending with the (first, etc.) week in (month) of each year.

Note: Article 10, Section 3.D.3 provides for no more than two (2) selections during the choice period. Be careful in your local negotiations not to provide for more than two (2) selections during the choice period and thus, avoid any claim that the provision is inconsistent with Article 10.

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

OTHER REFERENCES IN THE 2011 NATIONAL AGREEMENT

Article 10, Section 3.E

The vacation period shall start on the first day of the employee's basic work week. Exceptions may be granted by agreement among the employee, the Union representative and the Employer.

Although this language appears to be inconsistent with the language of Item 6, above, Item 6 has been held to be controlling. *You have a definite right to negotiate on this point.*

See also, in general, Article 10 (Leave) and Items 5, 7-12 and 20.

DISCUSSION

Generally, the vacation period begins either on a Saturday (with the carrier returning to work on a Saturday) or on a Monday (with the carrier returning to work on a Monday).

SAMPLE PROPOSALS

The leave week during the choice vacation period shall begin on Saturday and end on Friday.

The leave week during the choice vacation period shall begin on Monday and end on Saturday.

ITEM 7
Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days.

OTHER REFERENCES IN THE 2011 NATIONAL AGREEMENT

Article 10, Section 3, especially D.3 which reads:

The subject of whether an employee may at the employee's option request two (2) selections during the choice period(s), in units of either 5 or 10 working days, the total not to exceed the ten (10) or fifteen (15) days above, may be determined pursuant to local implementation procedures.

See also, in general, Article 10 (Leave), and Items 4-6, 8-12 and 20.

DISCUSSION

This is a very straightforward item and your language can be equally straightforward. You can simply state whether there will be two selections during the choice vacation period. Please note that if you do not negotiate specific language requiring that there be two selections, the Postal Service will undoubtedly allow only one.

Although the language in Item 7 limits you to the simple choice of one or two selections during the choice period, there are other related subjects you may wish to negotiate which have been considered to be within the scope of this item. For example, if you are successful in negotiating for two selections, you may wish to negotiate a procedure for selecting the two periods (both selections together or one selection and then a second choice at a later date).

SAMPLE PROPOSALS

Letter carriers, at their option, may request one (1) or two (2) selections during the choice vacation period in units of either five (5) or ten (10) or fifteen (15) days; total not to exceed ten (10) or fifteen (15) days on the first choice, in accordance with leave earned annually.

Each letter carrier will be granted two (2) selections at his or her option during the choice vacation period as outlined in Article 10, Section 3 of the National Agreement.

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

OTHER REFERENCES IN THE 2011 NATIONAL AGREEMENT

Article 10, Section 3.F

An employee who is called for jury duty during the employee's scheduled choice vacation period or who attends a National, State or Regional Convention (Assembly) during the choice vacation period is eligible for another available period provided this does not deprive another employee of first choice for scheduled vacation.

See also, in general, Article 10 (Leave), and Items 4-7, 9-12 and 20.

DISCUSSION

In negotiating this item, jury duty should be treated separately from attendance at national, regional and state conventions or assemblies.

Article 10, Section 3.F above protects an employee on jury duty or attending a national, regional or state convention or assembly from losing a choice vacation period; such an employee may select another period.

So what the local parties should negotiate is whether such an employee's attendance shall be charged against the total number of employees off during any week of the choice period (see item 9).

Jury duty: It is suggested that you resist any management efforts to have jury duty charged against the number of employees off during the week in question. You should point out to management that an employee off on jury duty is performing his or her civic duty and serving the community and therefore, should not be penalized personally. In addition, there may be a state law requiring the Postal Service to provide paid jury duty to employees. Moreover, other employees who have previously made a selection during the week in question should not lose their rights to their prime vacation selection because another employee has been called to perform a civic responsibility.

Union conventions: It is suggested that you also resist any management attempts to charge attendance at national, regional and state conventions or assemblies against the total employees off during each week of the choice period.

SAMPLE PROPOSALS

Jury duty

Jury duty will not be considered as part of the minimum percentage or number of carriers allowed off on annual leave during the choice vacation period.

Union convention or assembly

A carrier attending a national, regional or state convention or assembly during the choice vacation period will not be counted toward the minimum percentage or number of carriers allowed off on annual leave during that period.

If the above proposal does not meet your needs, consider the following proposal:

Attendance at Union conventions or assemblies shall not be charged as a vacation selection. At the beginning of each year when the convention week has been determined, sufficient slots for all eligible delegates shall be withheld for the appropriate week.

ITEM 9
Determination
of the maxi-
imum number of
employees who
shall receive
leave each week
during the
choice vacation
period.

OTHER REFERENCES IN THE 2011
NATIONAL AGREEMENT

See, in general, Article 10 (Leave), and Items 4-8, 10-12 and 20.

DISCUSSION

Although on the surface this item seems simple, there are several considerations that should influence your preparation for bargaining on this subject:

- (1) The branch may wish to improve on the number of carriers who in the past have been off during each week of the choice period. If you have expressed the number off in percentage terms and wish to keep this method of figuring the number off—then you can simply try to increase the percentage. If, on the other hand, you used absolute numbers and you wish to keep doing so, then simply try to increase the number. In trying to decide whether you wish to negotiate a percentage formula or an absolute number, consider what may be likely to happen to the size of the work force in the individual post office you are negotiating with. If you believe the size of the work force is on the decline, then negotiating an absolute number will probably be advantageous. If, however, the work force is expanding, then a percentage formula will be to your advantage.
- (2) Be sure that you negotiate either a number or a percentage which is large enough to get everybody off during the choice period as is required by Article 10, Section D. In considering how large the number or percentage should be, you must take into account the duration of the choice vacation period which is negotiable under Item 5. Keep in mind that the Item 9 percentage or number off that you negotiate also includes non-choice annual leave requests during the choice vacation period.

For example, if the total number of weeks carriers are entitled to be off during the choice period is 120 and the total number of weeks during the choice period is 12, then at least 10 carriers must be off each week during the choice period. Of course you should note that you may not need the entire weekly minimum percentage or number of carriers allowed off on annual leave, which the formula above would produce because some carriers will not be taking their full entitlement during the choice period.

- (3) In addition to whatever weekly minimum percentage or number of carriers allowed off on annual leave you arrive at, you may also wish to negotiate that a specified additional number of carriers will be off during the weeks which include Memorial Day, Independence Day and Labor Day. In fact, the inclusion of a proposal to this effect may help you resolve impasses pertaining to the other, “non-holiday” weeks of the choice period.
- (4) Leave provisions for CCAs are guided by the Memorandum of Understanding *Re: City Carrier Assistant (CCA) Annual Leave*.
- (5) The use of the word “maximum” in Item 9 can be misleading. *Do not use the word “maximum” in your LMOU.* As illustrated below, the proper language simply states what number or percentage will be off during each week of the choice period. This point is emphasized because the word “maximum” sets an upper limit and does not mandate that management will actually allow that number off.

SAMPLE PROPOSALS

If the branch wishes to specify a minimum number(s) of letter carriers allowed off on annual leave during the choice vacation period, consider using one of the sample proposals below.

There shall be a minimum of _____ letter carriers (including city carrier assistants) granted annual leave each week during the choice vacation period.

If the above proposal does not meet your needs, consider the following proposal:

There shall be a minimum of _____ career letter carriers granted annual leave each week during the choice vacation period.

There shall be a minimum of _____ city carrier assistants granted annual leave each week during the choice vacation period.

Management shall allow a minimum of _____ letter carriers (including city carrier assistants) off on annual leave in any one week except for the period from _____ through _____. During the period from _____ to _____, a minimum of _____ carriers will be allowed off on annual leave.

If the above proposal does not meet your needs, consider the following proposal:

Management shall allow a minimum of _____ career letter carriers off on annual leave in any one week except for the period from _____ through _____. During the period from _____ to _____, a minimum of _____ carriers will be allowed off on annual leave.

Management shall allow a minimum of _____ city carrier assistants off on annual leave in any one week except for the period from _____ through _____. During the period from _____ to _____, a minimum of _____ carriers will be allowed off on annual leave.

If the branch wishes to specify a minimum percentage(s) of the letter carrier workforce allowed off on annual leave during the choice vacation period, consider using one of the sample proposals below.

In the _____ Post Office, at least _____ percent (___ %) of the total letter carrier workforce (including city carrier assistants) shall be granted annual leave during each week of the choice vacation period. In those instances where computing the _____ percent does not result in a whole number, and the fractional result is 0.1 or higher the next whole number shall be considered the correct figure—e.g., 2.1 and above would become three (3) employees.

If the above proposal does not meet your needs, consider the following proposal:

In the _____ Post Office, at least _____ percent (___ %) of the total career letter carrier workforce shall be granted annual leave during each week of the choice vacation period. In those instances where computing the _____ percent does not result in a whole number, and the fractional result is 0.1 or higher the next whole number shall be considered the correct figure—e.g., 2.1 and above would become three (3) employees.

In the _____ Post Office, at least _____ percent (___ %) of city carrier assistants shall be granted annual leave during each week of the choice vacation period. In those instances where computing the _____ percent does not result in a whole number, and the fractional result is 0.1 or higher the next whole number shall be considered the correct figure—e.g., 2.1 and above would become three (3) employees.

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

OTHER REFERENCES IN THE 2011 NATIONAL AGREEMENT

See, in general, Article 10 (Leave), and Items 4-9, 11, 12 and 20.

DISCUSSION

It is recommended that you negotiate language requiring the Postal Service to give each employee a copy of Form 3971 approving his or her vacation schedule. Although it is certainly helpful for lists and notices to be posted on the bulletin board, employees also should be notified individually. These individual notices are extremely useful when a grievance arises in this area.

SAMPLE PROPOSAL

Each carrier craft employee will submit, following final selection of his or her choice (and non-choice, where applicable) vacation period(s), Form 3971 in duplicate, filling in all applicable items. A copy, signed by the responsible supervisor, will be returned to each carrier craft employee within (hours, days) .

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

OTHER REFERENCES IN THE 2011 NATIONAL AGREEMENT

Article 10, Section 4.A

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

See also, in general, Article 10 (Leave), and Items 4-10, 12 and 20.

DISCUSSION

You may wish to include into your LMOU Article 10, Section 4.A which is printed above. Note, however, that this language provides that the employer must post on bulletin boards, etc. the beginning date of the leave year no later than November 1. You may wish to negotiate an *earlier* date.

SAMPLE PROPOSALS

No later than November 1st of each year, management shall post a notice on all employee bulletin boards to notify letter carriers of the beginning date of the new leave year.

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

OTHER REFERENCES IN THE 2011 NATIONAL AGREEMENT

Article 10, Section 3.D.4

The remainder of the employee's annual leave may be granted at other times during the year, as requested by the employee.

See also, in general, Article 10 (Leave), and Items 4-11 and 20.

DISCUSSION

This item allows branches to negotiate procedures for obtaining leave during periods of the year that are not the choice vacation period. Some LMOUs include a percentage or number of carriers that shall be granted annual leave during the non-choice period in item 4, here in item 12, or in both items. Either way, it is important to include this percentage or number in your LMOU. There are two general types of provisions that the branch should consider here.

- 1. Procedure for making non-choice period vacation selections.** First, if the branch has negotiated a percentage or number of carriers granted annual leave during the non-choice period it may follow up by specifying a procedure for making non-choice period vacation selections. The same method used for the choice period may be used here, if the branch wishes. (See Item 4, No. 2.) Language to consider:

Annual leave requests during the non-choice vacation period shall be made immediately after choice vacation selections. Annual leave requests during the non-choice period shall be made by the same method used for non-choice leave selections during the choice vacation period.

Note on national arbitration ruling: In the January 29, 1986 award C-05670, National Arbitrator Richard Mittenenthal ruled that provisions of this kind may be negotiated and are not "inconsistent or in conflict" with the National Agreement. However, he specified one procedural restriction on non-choice period selections. He held that "to the extent to which Local Memoranda of Understanding

provisions on leave time during non-choice vacation periods allow employees to ignore the choice period and make their initial selection of leave from the non-choice period, such provisions are 'inconsistent or in conflict with...' the National Agreement. In all other respects, these non-choice vacation period clauses or incidental leave clauses are not 'inconsistent or in conflict with...' the National Agreement".

- 2. Procedures for requesting other annual leave during the non-choice period.** A second topic you should negotiate under this item is the procedure for applying for other annual leave. Such procedures should be negotiated even if your branch has negotiated a percentage or number of carriers that shall be granted annual leave during the non-choice period (see Item 4, No. 12), and a procedure for making non-choice period vacation selections.

Your LMOU can specify how far in advance a carrier must submit copies of Form 3971, as well as specify the amount of time management has to respond. Both topics may be subject to hard bargaining, so it is suggested you begin by demanding "better" time limits than you hope to achieve.

You should also try to obtain language that will specify exactly what criteria the Postal Service will use when selecting which carrier or carriers will receive leave outside the choice vacation period. For example, it is advisable to negotiate separate language for daily leave and for leave in advance with the criteria for each type of leave being either (a) seniority, or (b) first-come, first-served with seniority deciding the question when two or more carriers apply at the same time for the same period. Sample proposal:

Carriers requesting other annual leave must submit Form 3971 not less than (hours, days) in advance. Station supervisors will indicate on the Form 3971 the date and time it was submitted. Management will reply within (hours, days) following submission of Form 3971 or the leave is automatically approved. Same day annual leave shall be granted on a (first-come, first-served or seniority) basis, while annual leave requested in advance shall be granted on a (first-come, first-served or seniority) basis.

ITEM 13
The method for selecting employees to work on a holiday.

OTHER REFERENCES IN THE 2011 NATIONAL AGREEMENT

Article 11, Section 6, Holiday Schedule

A. The Employer will determine the number and categories of employees needed for holiday work and a schedule shall be posted as of the Tuesday preceding the service week in which the holiday falls.

B. As many full-time and part-time regular schedule employees as can be spared will be excused from duty on a holiday or day designated as their holiday. Such employees will not be required to work on a holiday or day designated as their holiday unless all casuals and part-time flexibles are utilized to the maximum extent possible, even if the payment of overtime is required, and unless all full-time and part-time regulars with the needed skills who wish to work on the holiday have been afforded an opportunity to do so.

C. An employee scheduled to work on a holiday who does not work shall not receive holiday pay, unless such absence is based on an extreme emergency situation and is excused by the Employer.

D. Qualified CCAs will be scheduled for work on a holiday or designated holiday after all full-time volunteers are scheduled to work on their holiday or designated holiday. They will be scheduled, to the extent possible, prior to any full-time volunteers or non-volunteers being scheduled to work a nonscheduled day or any full-time non-volunteers being required to work their holiday or designated holiday. If the parties have locally negotiated a pecking order that would schedule full-time volunteers on a nonscheduled day, the Local Memorandum of Understanding will apply.

In negotiating a “pecking order” for holiday work, it is important to understand the purpose underlying Article 11, Section 6 and to convey this purpose to local postal management. Article 11, Section 6 is designed to permit the maximum number of full-time and part-time regular employees to be off on the holiday should they desire not to work while preserving the right of employees who wish to work their holiday or designated holiday.

The Joint Contract Administration Manual (JCAM) has not yet been updated to reflect changes in the 2011 National Agreement. However, the national parties have traditionally agreed in the JCAM that in the absence of LMOU provisions or a past practice concerning holiday assignments, a certain pecking order (listed in the JCAM) should be followed. The best advice we can offer at this point is to plan for a minimum pecking order to appear in the updated JCAM. You can expect it to look something like this:

HOLIDAY SCHEDULING DEFAULT PECKING ORDER

- 1) All part-time flexible employees to the maximum extent possible, even if the payment of overtime is required.
- 2) All full-time and part-time regular employees who possess the necessary skills and have volunteered to work on their holiday or their designated holiday—by seniority.
- 3) City Carrier Assistant employees.
- 4) All full-time and part-time regular employees who possess the necessary skills and have volunteered to work on their non-scheduled day—by seniority.
- 5) Full-time regulars who **do not** volunteer on what would otherwise be their nonscheduled day—by inverse seniority.
- 6) Full-time regulars who **do not** volunteer on what would otherwise be their holiday or designated holiday—by inverse seniority.

Branches may choose to incorporate the “default pecking order” into the LMOU. Or, they may negotiate different holiday scheduling provisions consistent with the provisions of Article 11, Section 6. The JCAM specifically provides that “adverse inferences concerning whether a ‘pecking order’ contained in an LMOU is in conflict or inconsistent with the language of Article 11.6 should not be drawn solely because the parties at the national level have agreed to a default pecking order”. If an LMOU has a pecking order different than the JCAM default pecking order, branches should make sure that the LMOU pecking order includes City Carrier Assistants.

The sample proposal below requires carriers who will be paid overtime to be scheduled before carriers who will receive holiday premium pay. It also requires that all full-time volunteers be scheduled before any Part-Time Flexibles or City Carrier Assistants.

SAMPLE PROPOSAL

- | | |
|--|---|
| <ul style="list-style-type: none"> 1) All full-time and part-time regular employees who possess the necessary skills and have volunteered to work on their non-scheduled day—by seniority. 2) All full-time and part-time regular employees who possess the necessary skills and have volunteered to work on their holiday or their designated holiday—by seniority. 3) All part-time flexible employees to the maximum extent possible, even if the payment of overtime is required. | <ul style="list-style-type: none"> 4) All City Carrier Assistants to the maximum extent possible, even if the payment of overtime is required. 5) Full-time regulars who do not volunteer on what would otherwise be their non-scheduled day—by inverse seniority. 6) Full-time regulars who do not volunteer on what would otherwise be their holiday or designated holiday—by inverse seniority. |
|--|---|

**ITEM 14
Whether
“Overtime
Desired” lists
in Article 8
shall be by
section and/or
tour.**

**OTHER REFERENCES IN THE 2011
NATIONAL AGREEMENT**

Article 8, Section 5.B

Lists will be established by craft, section, or tour in accordance with Article 30, Local Implementation.

DISCUSSION

The best method to implement the use of the Overtime Desired List (ODL) is by section. Any other method involves the crossing-over of employees from one section to another. Some branches identify the individual sections by number or name in the LMOU.

Please note that Item 14 is normally limited to whether the ODL will be by section or tour. For example, you cannot negotiate the selection of employees for overtime work by seniority because it is outside the scope of Item 14—as well as conflicting directly with Article 8, Section 5 of the National Agreement.

SAMPLE PROPOSALS

Overtime desired lists will be by Sections as defined in this Memorandum of Understanding.

An overtime desired list shall be established for each individual station except:

- (a) All parcel post carriers are a separate section.
- (b) Collections shall comprise a separate section.

Separate overtime desired lists shall be prepared at each Section, Station, Branch, and Annex. The Main Post Office Sections shall be designated as follows:

- (a) Parcel Post Delivery
- (b) Collections
- (c) Zone 4
- (d) Zone 13
- (e) Zones 1, 2, 55

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

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

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

OTHER REFERENCES IN THE 2011 NATIONAL AGREEMENT

Article 13, Sections 3.A and 3.C

3.A. Through local negotiations, each office will establish the assignments that are to be considered light duty within each craft represented in the office. These negotiations should explore ways and means to make adjustments in normal assignments, to convert them to light duty assignments without seriously affecting the production of the assignment.

3.C. Number of Light Duty Assignments. The number of assignments within each craft that may be reserved for temporary or permanent light duty assignments, consistent with good business practices, shall be determined by past experience as to the number of reassignments that can be expected during each year, and the method used in reserving these assignments to insure that no assigned full-time regular employee will be adversely affected, will be defined through local negotiations. The light duty employee's tour hours, work location and basic work week shall be those of the light duty assignment and the needs of the service, whether or not the same as for the employee's previous duty assignment.

DISCUSSION

Because Items 15, 16 and 17 are so closely related, it is recommended that you negotiate these items together. In doing so, consider the following points:

- (1) In negotiating the number of light duty assignments, first make an assessment of what your needs have been in the past and then allow for abnormal circumstances which might require more light duty assignments than you have generally required. You might begin by proposing that every letter carrier who needs a light duty assignment should receive one with the fall-back being that every carrier requiring a temporary light duty assignment will be accommodated. You may also consider a proposal to increase the number of light duty assignments provided for in your LMOU.
- (2) As part of the method to be used in reserving light duty assignments so as to minimize the impact of these assignments on the regular work force, you might attempt to negotiate that management will reduce the hours of the non-career workforce in order to reserve a sufficient number of light duty assignments.
- (3) Management has been finding limited-duty work for city letter carriers injured on duty. Consequently, one way to define light duty assignments is to identify limited duty work and attempt to negotiate these same duties into a definition of light duty assignments for city letter carriers.

SAMPLE PROPOSALS

There shall be established by the Employer (number) positions, consisting of eight (8) hours, which shall be designated as light duty assignments for letter carriers.

The Postmaster shall make every effort to employ letter carriers in their own station(s) or branch(s) for light duty assignments.

Identification of Light Duty Assignments—
A “light duty” assignment is any assignment within the physical capability of an employee who is temporarily or permanently incapable of performing his or her normal duties as a result of illness or injury.

Identification of Light Duty Assignments—

It is agreed that light duty assignments within the stations and branches, for letter carriers, may include but not be limited to:

- (1) Assisting routes by setting up mail
- (2) Marking up forwardable mail
- (3) Relabeling carrier cases
- (4) Updating carrier route books
- (5) Coverage of suitable collection routes
- (6) Labeling inside of apartment boxes
- (7) Training new employees

ITEM 18
The
identification
of assignments
comprising a
section, when it
is proposed to
reassign within
an installa-
tion employees
excess to the
needs of a sec-
tion.

*OTHER REFERENCES IN THE 2011
NATIONAL AGREEMENT*

*Article 12, Section 5.C.4, Reassignment
Within an Installation of Employees Excess
to the Needs of a Section*

- a. The identification of assignments comprising for this purpose a section shall be determined locally by local negotiations. If no sections are established immediately by local negotiations, the entire installation shall comprise the section.
- b. Full-time employees, excess to the needs of a section, starting with that employee who is junior in the same craft or occupational group and in the same level assigned in that section, shall be reassigned outside the section but within the same craft or occupational group. They shall retain their seniority and may bid on any existing vacancies for which they are eligible to bid. If they do not bid, they may be assigned in any vacant duty assignment for which there was no senior bidder in the same craft and installation. Their preference is to be considered if more than one such assignment is available.
- c. Such reassigned full-time employee retains the right to retreat to the section from which withdrawn only upon the occur-

rence of the first residual vacancy in the salary level after employees in the section have completed bidding. Such bidding in the section is limited to employees in the same salary level as the vacancy. Failure to bid for the first available vacancy will end such retreat right. The right to retreat to the section is optional with the employee who has retreat rights with respect to a vacancy in a lower salary level. Failure to exercise the option does not terminate the retreat rights in the salary level in which the employee was reassigned away from the section. ...
[clerk-related language omitted here]

- d. The duty assignment vacated by the reassignment of the junior full-time employee from the section shall be posted for bid of the full-time employees in the section. If there are no bids, the junior remaining unassigned full-time employee in the section shall be assigned to the vacancy.

DISCUSSION

In order to fully understand this item, you must understand the excessing provisions contained in Article 12, Section 5.C.4 of the National Agreement. It is not necessary to have an LMOU provision concerning this item.

If you *do not identify* separate sections within an installation for excessing purposes, Article 12, Section 5.C.4(a) applies and the entire installation will comprise the section. In such cases, the excessing provisions of Article 12 do not come into play unless letter carriers are excessed out of the installation, letter carriers are excessed out of the craft, or employees from other crafts or installations are excessed into the letter carrier craft.

If you *do identify* separate sections for excessing purposes, then the special rules in Article 12, Section 5.C.4(b),(c) and (d) will apply whenever management proposes to reassign letter carriers within the installation who are excess to the needs of one of the defined sections. These rules give the excessed letter carrier “retreat rights” to the first residual vacancy in the same grade that occurs in the section. Failure to bid on the first available vacancy at the former grade level in the section ends such retreat rights.

In order to implement these retreat rights, Article 12, Section 5.C.4 provides that as long as an excessed employee has retreat rights to the section, bidding for vacant duty assignments *in the grade level* from which the employee was excessed is subject to the following rules:

- Bidding is limited to employees in the section, even if, for example, the LMOU ordinarily provides for installation wide bidding.
- Bidding for positions in the grade from which the employee was excessed is limited to employees in that grade. For example, if a letter carrier is excessed from a Carrier Technician position, only Grade 2 carriers may bid on Carrier Technician vacancies in the section.

SAMPLE PROPOSALS

If you wish to separate your installation into sections by station, consider the following sample proposal:

It is agreed that the _____ Post Office and its stations and branches shall be known as an installation. It is further agreed that each of the following shall be considered a separate section for reassignment purposes:

Station A
Station B
Station C

If you wish to separate your installation into sections by zone, consider the following sample proposal:

It is agreed that the _____ Post Office and its stations and branches shall be known as an installation. It is further agreed that each of the following shall be considered a separate section for reassignment purposes:

Zone 00001
Zone 00002
Zone 00003

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

**OTHER REFERENCES IN THE 2011
NATIONAL AGREEMENT**

Article 20, Parking

Section 1. National Study Committee. The existing parking program will remain in effect. A National Study Committee on Parking will be established in order to improve the parking program at existing facilities and to recommend such programs for new facilities.

Section 2. Security. Recognizing the need for adequate security for employees in parking areas, and while en route to and from parking areas, the Employer will take reasonable steps, based on the specific needs of the individual location, to safeguard employee security, including, but not limited to, establishing liaison with local police authorities, requesting the assignment of additional uniformed police in the area, improving lighting and fencing, and, where available, utilizing mobile security force patrols.

DISCUSSION

The intent of this Item is for the parties to negotiate about the number of *existing* parking spaces which will be allocated to letter carriers. It is not—and has never been—the intention to negotiate about the construction of additional spaces.

There are several possibilities:

- (1) Assign available spaces to senior employees.
- (2) Provide that union officials have parking space.
- (3) Provide that the spaces will be filled on a first-come, first-served basis.
- (4) Make reference to how unused vehicle parking spaces can be used for employee parking.

SAMPLE PROPOSALS

After the employer determines the parking needs of the Service (government vehicles, customers, supervisors) the carrier craft allotment of the remaining parking spaces shall be on a percentage equal to the percentage of carrier craft employees assigned to this work location. Such percentage shall be rounded off to the nearest whole number. Carrier craft employee parking spaces will be allotted by seniority within the work location. Enforcement of this program by seniority will be an internal function of the Union through the shop steward.

The private use of parking spaces available to letter carriers will be permitted on a first-come, first-served basis.

The letter carrier craft shall be allocated (number) parking spaces which shall be designated on a (seniority or first-come, first-served) basis.

At each unit where space is available, the Employer shall allow use of available spaces for employee parking including such spaces vacated by postal vehicles, either indoor or outdoor. Assignment of such spaces will be designated on a (seniority or first-come, first-served) basis.

ITEM 20
The determination as to whether annual leave to attend Union activities requested prior to determination of the choice vacation schedule is to be part of the total choice vacation plan.

OTHER REFERENCES IN THE 2011 NATIONAL AGREEMENT

Article 24, Section 2.B

If the requested leave falls within the choice vacation period and if the request is submitted prior to the determination of the choice vacation period schedule, it will be granted prior to making commitments for vacations during the choice period, and will be considered part of the total choice vacation plan for the installation, unless agreed to the contrary at the local level. Where the specific delegates to the Convention (Assembly) have not yet been determined, upon the request of the Union, the Employer will make provision for leave for these delegates prior to making commitments for vacations.

See also, in general, Article 10 (Leave) and Items 5-12.

DISCUSSION

“Union activities” include a wide variety of union programs other than simply conventions—for example, legislative rallies, training seminars, etc. One idea is to provide that no annual leave granted to participate in union activities will be charged to the total choice vacation period's specified minimum percentage or number of carriers allowed off on annual leave—regardless of when this leave has been requested. Another idea is to provide that no annual leave granted to participate in union activities will be charged to the total choice vacation period's specified minimum percentage or number of carriers allowed off on annual leave if the leave is requested prior to the determination of the choice vacation schedule.

SAMPLE PROPOSAL

Annual leave to attend Union activities requested at any time will not be a part of the total choice vacation period.

Annual leave to attend Union activities requested prior to the determination of the choice vacation schedule will not be a part of the total choice vacation period.

ITEM 21
Those other items which are subject to local negotiations as provided in the craft provisions of this Agreement.

ITEM 22
Local implementation of this Agreement relating to seniority, reassignments and posting.

OTHER REFERENCES IN THE 2011 NATIONAL AGREEMENT

Item 21: Article 41, Sections 1.A.3, 1.A.5, 1.B.2, 1.B.3, 1.C.4, 3.O.

Item 22: Article 12, Section 5.C.4. See also Item 18.

DISCUSSION

Since Items 21 and 22 incorporate areas which overlap with one another, it is suggested you negotiate these items together. It is also recommended that you approach these items by organizing your proposals under several categories, each of which will be discussed in this section:

FREQUENCY OF POSTING:

Article 41 of the 2006 National Agreement contained new language on posting. Prior to the 2006 National Agreement, Article 41.1.A.1 read:

A vacant or newly established duty assignment not under consideration for reversion shall be posted within five working days of the day it becomes vacant or is established.

This section was changed in the 2006 National Agreement and continued in the 2011 National Agreement to read:

A vacant or newly established duty assignment not under consideration for reversion shall be posted within **fourteen calendar days from** the day it becomes vacant or is established, **unless a longer period of time is negotiated locally.**

This language was negotiated to accommodate the automated bidding system used in many installations. Installations not under automated bidding and having language in their LMOU requiring postings in less than fourteen days likely have no need to change their language.

In those installations on the automated bidding system, management may have an interest in negotiating a period even longer than fourteen

days because the automated bidding system often defaults to a 30 day bidding cycle. This could give you an opportunity to seek changes to another section of the LMOU in return. For example, if management proposes to lengthen this period, you may consider accepting their proposal in exchange for a higher percentage or more carriers off during the choice vacation period.

SAMPLE PROPOSAL

Each vacant or newly established duty assignment not under consideration for reversion shall be posted within _____ calendar days from the day it becomes vacant or is established.

SCOPE AND METHOD OF POSTING AND BIDDING (INSTALLATION, SECTIONAL OR OTHER):

1. The key to negotiating locally on items 21 and 22 is deciding whether you wish the posting and bidding to be conducted on the basis of section, installation or some other method. Bidding for vacant assignments and for the fixed day off will be done on an installation-wide basis *unless* you have negotiated in the past or do now negotiate a sectional method or some other method such as, for example, limiting the bidding for fixed days off to the six carriers on a "string".

SAMPLE PROPOSAL

Notice inviting bids shall be posted on a (Section-wide) (Installation-wide) basis.

2. If your office has sectioned bidding only, you may wish to negotiate a method of allowing carriers to bid from one section to another.

SAMPLE PROPOSAL

After posting and bidding for vacant or newly-created letter carrier assignments has been completed in a section, the remaining vacancy shall be posted for bid throughout the installation.

3. You should negotiate the exact procedure which will be used for posting. For example, you should negotiate language which will establish how many days the notice inviting bids will be posted and how copies of bid notices will be provided to the local union. Provisions enabling absent employees to receive the notice should also be included in your LMOU. (Note that the position of “Full-Time Reserve Letter Carrier” is a bid position and management must post all vacancies for the position.)

Carefully review your existing LMOU bidding provisions in light of the August 14, 2000 Memorandum of Understanding concerning bidding which provides the following:

Re: Article—Bid Process

The parties agree that where telephoning bidding is an alternative form of bidding, bids may be submitted by telephone. When computerized and telephone bidding are available to all employees in an installation, telephone and computerized bidding is mandatory.

The national parties have agreed that any LMOU provisions inconsistent with telephone and computerized bidding memorandum will no longer be in effect once telephone and computerized bidding become mandatory in an installation.

SAMPLE PROPOSALS

Notice inviting bids for letter carrier craft assignments and to such other assignments to which a letter carrier is entitled to bid shall be posted on the official bulletin board for (number) days. Copies of the notice shall be given to the local Union. When an absent employee has so requested, in writing, stating his or her mailing address, a copy of any notice inviting bids shall be mailed to the employee.

4. You should note that unless you negotiate on the number of days the notice will remain posted, it will remain posted for ten days. Although you may wish to reduce this number somewhat, remember that anything less than five days will create hardships for carriers on leave or off on long weekends.

SAMPLE PROPOSAL

The notice inviting bids shall remain posted for (number) days.

5. Section 1.A.5. of Article 41 permits the local parties to negotiate whether assignments should be posted if there is a change of more than one hour in starting time. This is simply a matter of determining what the letter carriers you represent prefer.

SAMPLE PROPOSAL

Letter carrier assignments (shall) (shall not) be posted when there is a change in starting time of more than one (1) hour.

6. Although quite often the bidding of fixed non-scheduled days (in those offices that have them) and assignments take place at the same time, some branches prefer to post and bid the fixed non-scheduled day and the assignment separately. One method is to post the non-scheduled day prior to posting the assignment.

SAMPLE PROPOSAL

Non-scheduled days shall be posted and bid (prior to, separately from) letter carrier assignments.

7. Management will be very reluctant to agree to posting and bidding non-scheduled days separately because of the need to realign Carrier Technician strings. A more palatable method is to post the non-scheduled day only to the carriers on the string where the vacancy occurs. When this is completed, the assignment and the remaining non-scheduled day are posted together.

SAMPLE PROPOSAL

A non-scheduled day shall be posted for bid only in the string where the vacancy occurs. After the bidding is completed, the remaining non-scheduled day shall be assigned to the vacant assignment.

8. The Memorandum of Agreement M-00446 (see Appendix C) and the JCAM give branches the right to negotiate locally concerning the method of posting and bidding craft duty assignments of anticipated duration of five days or more (so that they may be “opted” for, as provided by Article 41, Sections 2.B.3 & 4, by full-time reserve, unassigned, full-time flexible, part-time flexible, and city carrier assistant letter carriers). Keep in mind the 2011 National Agreement gives City Carrier Assistant employees the right to opt on temporarily vacant assignments in the same manner as other letter carriers.

Branches may also consider bargaining over similar provisions for the filling of temporarily vacant higher level assignments under the provisions of Article 25.

SAMPLE PROPOSAL:

- a. At each work location, management shall post all temporarily vacant full-time craft duty assignments of anticipated duration of five (5) days or more.
- b. Full-time reserve, unassigned regular, full-time flexible, part-time flexible and city carrier assistant letter carriers may indicate their preference for such assignments until twenty-four (24) hours before an assignment commences.
- c. Twenty-four (24) hours before the assignment commences, the senior career carrier or the city carrier assistant with the highest relative standing, as applicable, having indicated his or her preference shall be notified that he or she is awarded the assignment.
- d. The above shall not apply where assignments become available upon less than twenty-four (24) hours notice. In such circumstances, management shall inquire as to the preference of each employee and award the assignment to the senior career carrier or the city carrier assistant with the highest relative standing, as applicable, who indicates a preference

ARTICLE 41.3.O

Article 41, Section 3.O provides that if the branch requests that certain language contained in that section be incorporated into the LMOU, management *may not refuse*. The language which the branch can insert without modification into its LMOU reads:

When a letter carrier route or full-time duty assignment other than the letter carrier route(s) or full-time duty assignment(s) of the junior employee(s) is abolished at a delivery unit as a result of, but not limited to, route adjustment, highways, housing projects, all routes and full-time duty assignments at that unit held by letter carriers who are junior to the carrier(s) whose route(s) or full-time duty assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article.

One-time right to delete: Article 41.3.O further provides that “the local branch may on a one-time basis during the life of this Agreement elect to delete the provision from its local agreement”.

Application to selected delivery units: Article 41.3.O further provides:

That provision may, at the local NALC Branch’s request during local implementation, be made applicable (including the right to delete it) to selected delivery units within an installation.

Where the branch requests in local negotiations to apply the 41.3.O re-posting language to selected delivery units, management must agree. The branch also has a one-time right during the term of the LMOU to delete the language as it applies to the selected units.

Note on branch choice: Each branch should consider carefully the implications of postal automation in deciding whether to insert the language of Article 41.3.O into its LMOU. If some bid

assignments are abolished then consequences will vary according to what the LMOU provides. The branch’s choices are as follows:

- 1. Article 41.3.O not incorporated.** First, consider what happens if a branch *does nothing* in this area if it does not adopt the 41.3.O language in its LMOU. In that case, when management abolishes an assignment the result is straightforward: The carrier whose assignment is abolished (even if he or she is the most senior carrier in the delivery unit) will become an unassigned regular in the unit.
- 2. Article 41.3.O is incorporated.** The consequences are different when the branch does incorporate Article 41.3.O language in its LMOU (for some or all delivery units). In that case, where an assignment is abolished in a unit where the language applies, and the abolished assignment is not the one held by the most junior carrier in the unit, a bidding procedure follows.
 - a. Routes and full-time duty assignments of more junior carriers put up for bid.** The routes and full-time duty assignments of all carriers in the delivery unit who are junior to the carrier whose assignment was abolished, are put up for bid.
 - b. Who may bid?** Who may bid on those assignments depends upon what the branch has negotiated in its LMOU. There are at least two possibilities:
 - (1) No provision on this subject.** If the branch has no LMOU provision specifically dealing with this situation, then the usual scope of posting and bidding on duty assignments will apply. For example, if your LMOU provides for installation-wide bidding on vacant duty assignments, then all carriers in the installation will be free to bid on the assignment(s) put up for bid under 41.3.O.

- (2) **LMOU restricts bidding to delivery unit.** If it wishes, the branch may negotiate language to restrict the scope of the bidding in these particular circumstances to the delivery unit only. That way the same assignments would be put up for bid but only the carriers in the affected delivery unit could bid on them.

SAMPLE PROPOSAL

(Immediately following the re-posting language from Article 41.3.O, quoted above:)

The posting for bid of routes and full-time duty assignments in the circumstances described immediately above shall be restricted to the affected delivery unit. This shall be an exception to the procedures for posting duty assignments provided in Article 41 of the National Agreement and in this Local Memorandum of Understanding.

ARTICLE 41.1.C.4—TEMPORARY CHANGES IN CARRIER TECHNICIAN ASSIGNMENTS

Article 41, Section 1.C.4 provides that Carrier Technicians may not be moved from their bid assignment unless “unanticipated circumstances” require it or “unless the local agreement provides otherwise”. The following explanation from the current edition of the JCAM raises two related issues that branches may choose to address during local negotiations.

The five routes on a Carrier Technician’s string or group which constitute a full-time duty assignment are normally carried in the posted sequence. In the absence of any Local Memorandum of Understanding provisions **or binding past practice** concerning this issue (see Article 5), management has discretion to move a Carrier Technician off the assignment he or she is working in the regular rotation to another route on the Carrier Technician’s string. If a Carrier Technician is moved to another route on the string, that route becomes the carrier’s assignment on that day

for the purposes of Article 41.1.C.4 and the application of the overtime provisions of Article 8.5. (*Emphasis added*)

Management may not move the Carrier Technician off the string entirely, unless the Local Memorandum of Understanding so provides or “unanticipated circumstances” arise. It is not an “unanticipated circumstance” when the regular carrier, whose route the Carrier Technician is working, comes in and works his or her non-scheduled day.

1. The JCAM specifically authorizes LMOU provisions restricting management’s discretion to move a Carrier Technician off the assignment he or she is working in the regular rotation to another route on the Carrier Technician’s string. If there already is a binding past practice restricting management’s rights in this area, branches may seek to incorporate the practice into the LMOU. In such cases the bargaining proposal should be drafted with care in order not to jeopardize the existing practice. See the discussion of “past practices” in Chapter 1, on page 5.

2. The language in Article 41.1.C.4 does not describe what happens when a regular carrier works on a non-scheduled day—who bumps whom.

If the branch does not negotiate any LMOU language in this area, then management may not move a Carrier Technician off his or her string (which is the Carrier Technician’s bid assignment), because the regular carrier working on a non-scheduled day is not an “unanticipated circumstance.” However, if another route on the string is vacant that day, it is within management’s discretion whether or not to move the Carrier Technician to the vacant route. An LMOU may change this arrangement. Three possible ways are:

- An LMOU could remove management's discretion by providing that a carrier working on a non-scheduled day shall bump a Carrier Technician, but only to another vacant route on the Carrier Technician's string.
- A provision could give the regular coming in on a non-scheduled day a stronger bumping right, by providing that he or she shall bump the Carrier Technician off the route, and even off the string where there is no vacancy on the string that day.
- Finally, an LMOU could provide that the regular working on a nonscheduled day has no right to bump a Carrier Technician off the route the Carrier Technician was scheduled to work that day, under any circumstances.

SAMPLE PROPOSALS

A full-time regular carrier called in to work on a non-scheduled day shall work his or her full-time duty assignment provided there is a vacant route on the string to which the Carrier Technician carrier may be assigned. Otherwise the carrier working on a non-scheduled day will be assigned where needed.

A full-time regular carrier called in to work on a non-scheduled day shall work his or her full-time duty assignment. The Carrier Technician scheduled to work the route that day shall work on another route on the string that is vacant that day, or if there is no such vacancy, shall be assigned where needed.

A full-time regular carrier called in to work on a non-scheduled day will be assigned where needed, and will not bump the Carrier Technician scheduled to work the route that day.

Except in unanticipated circumstances, Carrier Technicians will be scheduled to work their routes in the regular rotation.

An impasse occurs when the parties fail to reach agreement in local negotiations. Depending on the situation, either the union or management may decide to “impasse” one or more negotiating items, by appealing the dispute to a higher level for settlement discussions. If those discussions are not successful, the matter may be taken before a neutral arbitrator, who hears evidence from both sides and decides what language will become part of the LMOU.

The negotiating committee should study the impasse rules and procedure carefully before negotiations begin. They are set forth in Article 30, Sections C and F (Appendix A), and in the national Memorandum of Understanding on Local Implementation (Appendix B).

Before An Impasse Occurs

Because impasses are handled at a higher level, the branch should maintain contact with its NALC National Business Agent when an impasse appears to be developing during the 30-day negotiations period. Your NBA can provide useful advice and sometimes can help resolve deadlocks at the local level.

Keep in mind that a reasonable negotiated settlement is usually preferable to one imposed by an outsider. So it is a good idea to “keep the door open” to further negotiation even though management has hardened its position, and even

though the April 30 deadline may be very close. Many labor contracts are settled at “the 11th hour,” although an agreement seemed distant and impossible just a short time before.

Even if the parties cannot reach agreement on how to change a provision, they can keep the language they already have by declining to impasse it. See Article 30, Section A and paragraph 5 of the Memorandum of Understanding on Local Implementation.

What May Be Impassed

The 2013 impasse rules are as follows:

- Either party may impasse an item.
- Only a subject within Article 30’s 22 items may be impassed.
- Where management submits a proposal to arbitration to change an existing LMOU provision, it has the burden of establishing that continuation of the existing provision would represent

an *unreasonable burden* to the USPS. (There is no such burden on the union when it seeks to change a LMOU.)

- Any LMOU provision(s) added or modified during one local implementation period may be challenged as inconsistent or in conflict with the National Agreement only during the local implementation period of the successor National Agreement.

Impasse Procedure Deadlines

The “Local Negotiations Calendar” on page ii lists the impasse procedure deadlines. The most important deadlines are:

Wednesday, May 15, 2013: No later than this date, you must furnish to your National Business Agent, the appropriate management official at the USPS Labor Relations Service Center, and the Postmaster your written, initialed statement identifying the item(s) in dispute. You must also include copies of all proposals and counter-proposals pertinent to such item(s) with your impasse appeal.

Sunday, July 14, 2013: Your National Business Agent and the Postal Service’s representative will have until this date to resolve the disputed matters.

Sunday, August 4, 2013: Under the terms of the Memorandum of Understanding the National President must, by this date, certify for arbitration all impasses which are to be resolved by arbitration. So the President must receive all such requests before this date.

When an Impasse Occurs

If one or more items are appealed to impasse, remember to do the following:

- Complete a separate impasse appeal form for each item you are impassing. Appendix L shows the suggested format for an appeal. Be sure to include all the requested information.
- Write a separate cover letter to your National Business Agent for each item being appealed. Fully explain the disputed issues and the course of negotiations. If appealed items are related, be sure to give a clear explanation. Include any other information that may be helpful when discussing the issues or preparing for arbitration. Do not send this letter to the Labor Relations Service Center with your impasse. It is intended to give your NBA information that may be useful while seeking resolution or in arbitration.

- Ask your National Business Agent for the correct address of the USPS Labor Relations Service Center.
- If the Postal Service makes its own appeal to impasse, make sure to obtain a copy of management’s written statement. Read it carefully and send it along with your written comments on it to your National Business Agent.
- Your NBA may need additional branch input during settlement discussions with the Postal Service. Make sure the National Business Agent knows how to contact your negotiating team.

APPENDICES

ARTICLE 30 LOCAL IMPLEMENTATION

Section 1. Programs

- A. Presently effective local memoranda of understanding not inconsistent or in conflict with the **2011** National 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 (LMOU).
- B. There shall be a 30 day period of local implementation to commence **April 1, 2013** on the 22 specific items enumerated below, provided that no LMOU may be inconsistent with or vary the terms of the **2011** National Agreement:
1. Additional or longer wash-up periods.
 2. The establishment of a regular work week of five days with either fixed or rotating days off.
 3. Guidelines for the curtailment or termination of postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions.
 4. Formulation of local leave program.
 5. The duration of the choice vacation period(s).
 6. The determination of the beginning day of an employee's vacation period.
 7. Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days.
 8. Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.
 9. Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.
 10. The issuance of official notices to each employee of the vacation schedule approved for such employee.
 11. Determination of the date and means of notifying employees of the beginning of the new leave year.
 12. The procedures for submission of applications for annual leave during other than the choice vacation period.
 13. The method of selecting employees to work on a holiday.
 14. Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour.
 15. The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.
 16. The method to be used in reserving light duty assignments so that no regularly assigned member of the regular work force will be adversely affected.
 17. The identification of assignments that are to be considered light duty within each craft represented in the office.
 18. The identification of assignments comprising a section, when it is proposed to reassign within an installation employees excess to the needs of a section.
 19. The assignment of employee parking spaces.
 20. The determination as to whether annual leave to attend Union activities requested prior to determination of the choice vacation schedule is to be part of the total choice vacation plan.
 21. Those other items which are subject to local negotiations as provided in the craft provisions of this Agreement.
 22. Local implementation of this Agreement relating to seniority, reassignments and posting.

C. All proposals remaining in dispute may be submitted to final and binding arbitration, with the written authorization of the national Union President 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 LMOU shall apply. The parties may challenge a provision(s) of an LMOU as inconsistent or in conflict with the National Agreement only under the following circumstances:

1. Any LMOU provision(s) added or modified during one local implementation period may be challenged as inconsistent or in conflict with the National Agreement only during the local implementation period of the successor National Agreement.
2. At any time a provision(s) of an LMOU becomes inconsistent or in conflict as the result of a new or modified provision(s) of the National Agreement.
3. At any time a provision(s) of an LMOU becomes inconsistent or in conflict as the result of the amendment or modification of the National Agreement subsequent to the local implementation period.

In such case, the party declaring a provision(s) inconsistent or in conflict must provide the other party a detailed written explanation of its position during the

period of local implementation, but no later than seven (7) days prior to the expiration of that period. If the local parties are unable to resolve the issue(s) during the period of local implementation, the union may appeal the impasse to arbitration pursuant to the procedures outlined above. If appealed, a provision(s) of an LMOU declared inconsistent or in conflict will remain in effect unless modified or eliminated through arbitration decision or by mutual agreement.

- D. An alleged violation of the terms of an LMOU shall be subject to the grievance-arbitration procedure.
- E. 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 B. All proposals remaining in dispute may be submitted to final and binding arbitration, with the written authorization of the national Union President or the Vice President, Labor Relations. The request for arbitration must be submitted within 10 days of the end of the local implementation period.
- F. Where the Postal Service, pursuant to Section C, submits a proposal remaining in dispute to arbitration, which proposal seeks to change a presently-effective LMOU, the Postal Service shall have the burden of establishing that continuation of the existing provision would represent an unreasonable burden to the USPS.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO**

Re: Local Implementation

It is hereby agreed by the United States Postal Service and the National Association of Letter Carriers, AFL-CIO that the following procedures will apply to the implementation of Article 30 during the **2011** local implementation period.

1. **2011** local implementation will commence on **April 1, 2013** and terminate on **April 30, 2013**.
2. In the event that any issue(s) remain in dispute at the end of the thirty (30) 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 counter-proposals pertinent to the issue(s) in dispute will be furnished by the appropriate local party to the appropriate management official at the **Labor Relations Service Center** with copies to the Postmaster and the Union's Regional Representative within fifteen (15) days of the expiration of the local implementation period. 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 Representative of the Employer from the **Labor Relations Service Center** and the Union's Regional Representative shall attempt to resolve the matters in dispute within seventy-five (75) days after the expiration of the local implementation period. The Representatives of both the Union and the Employer will have full authority to resolve all issues still in dispute.
4. If the parties identified above are unable to reach agreement 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 National Union President or the Vice President, Labor Relations within twenty-one (21) days of the end of the seventy-five (75) day period.
5. Where there is no agreement and the matter is not referred to the **Labor Relations Service Center** or to arbitration, the provision(s), if any, of the former Local Memorandum of Understanding (LMOU) shall apply.
6. LMOU items existing prior to the 2006 local implementation period may not be challenged as inconsistent or in conflict, unless already subject to a pending arbitration appeal. The parties may challenge an LMOU item added or modified during a National Agreement's local implementation period as inconsistent or in conflict only during the period of local implementation of the successor National Agreement.
7. The national parties will establish an impasse arbitration panel in each area for challenges to LMOU items as inconsistent or in conflict with the National Agreement or an unreasonable burden. A sufficient number of arbitrators will be selected so that all such appeals will be scheduled and heard within thirty (30) days of receipt of the appeal to arbitration. In those areas where the impasse backlog will not allow the parties to meet these time limits, it is understood that steps will be taken to process them as expeditiously as possible. Impasse appeals addressing whether an item is inconsistent or in conflict will be scheduled prior to unreasonable burden cases.

This Memorandum of Understanding expires at 12 midnight **May 20, 2016**.

**MEMORANDUM OF AGREEMENT
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO
M-00446**

In full and final settlement of all impasse issues pending at the regional level on the subject of filling available craft duty assignments of anticipated duration of (5) days or more pursuant to Article 41, Section 2.B.3.4, of the 1981 National Agreement, the parties hereby enter into the following agreement.

The parties at the national level hereby agree that impasses on this issue pending arbitration at the regional level are to be returned to the local parties for discussion and resolution. The parties at the local level shall meet to discuss the matter and shall develop for use locally:

- (a) A method for making known the availability of temporary assignments of an anticipated duration of (5) days or more whenever reasonable advance notice is given to the employer of the intended vacancy.
- (b) A method for submission of preference for such assignments to the delivery unit to which the employees are assigned.
- (c) A cutoff time for submission of preference by those employees wishing to be considered for available craft duty assignments of anticipated duration of (5) days or more.

These methods shall be developed, agreed upon, and executed by the parties locally as soon as possible but not later than 45 days from date of this agreement.

February 7, 1983

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO**

Re: City Carrier Assistant (CCA) Annual Leave

Article 30 of the National Agreement and Local Memorandum of Understanding provisions do not apply to city carrier assistant employees, except as follows:

During the local implementation period, the parties may agree to include provisions into the local memorandum of understanding to permit city carrier assistant employees to apply for annual leave during choice vacation periods, as defined in Article 10.3.D of the National Agreement. Granting leave under such provisions must be contingent upon the employee having a leave balance of at least forty (40) hours.

In addition, the parties will explore at the national level appropriate options regarding current policies for paying terminal leave.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO
M-01744**

**Re: Local Memorandum(s) of Understanding under
Delivery Unit Optimization**

Delivery Unit Optimization (DUO) refers to a process that includes permanently moving all city carrier assignments from one work location to another location(s).

The parties agree to the following process to address issues related to Local Memoranda of Understanding resulting from Delivery Unit Optimization:

1. The local parties at the gaining installation will identify and discuss any existing Local Memoranda of Understanding (LMOU) provisions from the losing installation(s) that are different from those in the gaining installation(s). While these discussions are not considered Article 30 local implementation, the local parties will make necessary revisions to the LMOU in the gaining installation(s) to accommodate city delivery operations moving from the losing installation(s).

2. Any LMOU issues not resolved at the local level will be referred within 30 days of DUO notice to the Area Manager, Labor Relations (or his/her designee) and the National Business Agent (or his/her designee) for resolution.

3. Any LMOU issue(s) not resolved within 20 days of receipt by the Area and NBA will be forwarded to the parties at the National Level for resolution.

4. Any provision(s) of an LMOU from a losing installation that is made part of the LMOU in the gaining installation(s) will use the date the provision was added to the LMOU in the losing installation for the purpose of applying Article 30.C.

5. In the event city delivery assignment(s) are returned to the losing installation(s), the original LMOU in the losing installation(s) shall be reinstated.

6. This agreement does not apply to the movement of city letter carriers when installations are discontinued, consolidated, or when a station or branch is transferred or made independent in accordance with Article 12.5.C.1, 12.5.C.2, and 12.5.C.3.

This agreement is reached without prejudice to either party's position on this or any other matter and may only be cited to enforce its terms. Either party to this agreement may unilaterally withdraw from this process with 60 days notice to the other party. However, such withdrawal will not impact the provisions of paragraphs 4 and 5, above.

March 22, 2011

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO
M-01745**

Re: Delivery Unit Optimization

Delivery Unit Optimization (DUO) refers to a process that includes permanently moving all city carrier assignments from one location to another location(s).

Regarding the city letter carrier craft, the parties agree to the following principles when Delivery Unit Optimization results in moving city letter carriers from one installation to another:

1. All city letter carriers and transitional employees will be moved from the losing installation to the gaining installation(s). However, this provision does not alter or modify the rights or obligations of either party under the Memorandum of Understanding, Re. Transitional Employees Additional Provisions.
2. At least 60 days advance notice, whenever possible, will be provided to the Union at the National, Regional, and Local Levels, and to individual city letter carriers who are to be moved to another installation.
3. City letter carriers from both the gaining and losing installations will retain their craft installation seniority and bid assignments. For the purposes of applying Article 41.2.B.7, all craft seniority will be credited as earned at the gaining installation.

4. Hold down assignments obtained pursuant to Article 41.2.B will not be impacted by the movement of city letter carriers under the Delivery Unit Optimization process. Temporary higher level carrier technician assignments obtained pursuant to Article 25.4 of the National Agreement will not be impacted solely by the movement of city letter carriers under the Delivery Unit Optimization process.

5. The parties agree that annual leave requests previously approved in either the gaining or losing installation(s) will be honored except in serious emergency situations, pursuant to Article 10.4.D of the National Agreement.

6. This agreement does not apply to the movement of city letter carriers when installations are discontinued, consolidated, or when a station or branch is transferred or made independent in accordance with Article 12.5.C.1, 12.5.C.2, and 12.5.C.3.

This agreement is reached without prejudice to either party's position on this or any other matter and may only be cited to enforce its terms.

March 22, 2011

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO
M-01778**

Re: Delivery Unit Optimization - Retreat Rights

Delivery Unit Optimization (DUO) refers to a process that includes permanently moving all city carrier assignments from one work location to another location(s).

The parties agree to the following when DUO results in moving city letter carriers from one installation to another:

Any city carrier(s) who had active retreat rights to the losing installation at the point of DUO implementation will have his/her retreat rights carried forward to the gaining installation. In this situation, retreat rights will be offered to excess city letter carriers by seniority as defined by the Memorandum of Understanding *Re: Delivery Unit Optimization* and the National Agreement.

In the event city delivery assignment(s) are returned to the losing installation(s), any city carrier(s) who had active retreat rights to the losing installation at the point of DUO implementation will have retreat rights restored to his/her original installation.

This agreement is reached without prejudice to either party's position on this or any other matter and may only be cited to enforce its terms.

April 9, 2012

SAMPLE NOTICE OF INTENT TO NEGOTIATE

_____, 2013

Postmaster _____

(Address)

(City, State, Zip)

Dear _____ :

This is to notify you that, pursuant to the provisions of Article 30 of the 2011 National Agreement, Branch _____, National Association of Letter Carriers, wishes to negotiate a Local Memorandum of Understanding with the management of the _____ Post Office.

We request a meeting with you and the members of your staff as soon as possible to establish the ground rules for negotiations as well as meeting dates, times and places.

Sincerely,

(Name)

President, Branch _____
National Association of Letter Carriers, AFL-CIO

PROPOSAL SUMMARY
PROPOSAL 1

Branch _____

Local Negotiations 2013

ITEM/SUBJECT _____

Date _____

PROPOSAL SUMMARY
PROPOSAL 2

Branch _____

Local Negotiations 2013

ITEM/SUBJECT _____

Date _____

PROPOSAL SUMMARY
PROPOSAL 3

Branch _____

Local Negotiations 2013

ITEM/SUBJECT _____

Date _____

SAMPLE GROUND RULES FOR LOCAL NEGOTIATIONS

Representatives of the _____ Post Office, United States Postal Service, and Branch _____ of the National Association of Letter Carriers, AFL-CIO, agree to conduct negotiations for a Local Memorandum of Understanding in accordance with the following procedures:

1. Designation of Parties. For use in these Ground Rules, the National Association of Letter Carriers will be referred to as Union and the _____ Post Office, U.S. Postal Service, as Employer.

2. Place of Negotiating Sessions. Negotiations will be held in Room _____, Building _____ or such place as may be mutually agreed upon. Union negotiations will use Room _____ for caucus purposes. Employer negotiators will use Room _____ for caucus purposes.

3. Time Schedule for Negotiating Sessions. Negotiations will be conducted _____ during hours mutually agreed to by the parties until bargaining is concluded. Changes in the time schedule may be made by mutual consent of the Union and Employer spokespersons. The parties agree that the time schedule may be kept flexible to achieve a productive level of negotiations. In the event a bargaining session is unavoidably cancelled, it shall be rescheduled on a day prior to the next scheduled meeting. A time for adjourning will be set by mutual agreement at the commencement of each meeting. Such time may be changed only by mutual agreement.

Negotiations shall commence on _____ at _____.

Additional meetings are scheduled for _____ at _____
Additional meetings are scheduled for _____ at _____
Additional meetings are scheduled for _____ at _____

4. Recess. The spokesperson for either party may call a recess for the purpose of a caucus at any time. The negotiations shall resume upon mutual agreement.

5. Negotiating Teams

(a) **Negotiators for the Parties.** The negotiators for the parties shall be:

Union Spokesperson _____	Employer Spokesperson _____
Members _____	Members _____
Members _____	Members _____
_____	_____
_____	_____

(b) **Alternates.** Either party may designate alternate negotiators to serve in place of each regular negotiator. Alternates may be present at all negotiation sessions.

(c) **Change of Negotiators.** If either party finds it necessary to change negotiators or alternates, the spokesperson for that party shall notify the spokesperson for the other party of such change.

(d) **Technical support.** Persons providing technical support may attend negotiating sessions at the discretion of either party.

6. Subcommittees. By mutual consent the spokespersons for the parties may establish subcommittees, consisting of an equal number of representatives of each party, which may include negotiators, alternates and technicians. The spokespersons shall determine purpose, scope, authority and operations of such committees.

7. Rules of Order. The spokesperson for each party may speak at his or her own discretion. The other negotiators and technical support persons may speak when recognized by their respective spokesperson. The spokespersons shall serve as Co-chairpersons at each negotiating session.

8. Order of Business. The regular order of business at any negotiating session will normally be as follows:

- a) Unfinished business from preceding session.
- b) Items on the agenda as agreed upon by the parties at the preceding session.
- c) Submission of additional proposals or counter-proposals.
- d) Establishment of the agenda for the next session.

9. Minutes. No official minutes, transcript or tape recording of the negotiating sessions shall be made. However, either party shall be allowed to prepare unofficial minutes and to keep unofficial notes for its own use.

10. Tentative Agreements. When a proposal on a specific issue has been agreed to by the parties it shall become effective upon the conclusion of negotiations and the execution of the Memorandum of Understanding by the parties with the exception of impasse items.

When tentative agreement is reached on an issue under discussion or on the draft of an Article or Section, the spokespersons for the parties shall date and initial a copy of the draft. Such tentative agreement shall not prevent a party from reopening the issue during the negotiation period and shall be conditional upon acceptance of the total Memorandum of Understanding.

11. Impasses. In regard to those issues where no agreement has been reached and thus are still in dispute at the end of the negotiations period, the parties shall follow the impasse procedure provided for in the current national Memorandum of Understanding on Local Implementation between the National Association of Letter Carriers and the United States Postal Service.

12. Final Agreement. The Local Memorandum of Understanding shall be signed at a time and place to be determined by both parties. If any impasse items remain after the period of local negotiations is over, the resolution of such impasse items shall be incorporated into the Local Memorandum of Understanding immediately after the parties to these ground rules have been notified of final action taken on such impasse items at a higher level or through arbitration and they shall be implemented at such time as specified in such impasse resolution.

13. Changes in Rules and Procedures. After the commencement of negotiations, changes and additions to these rules and procedures for negotiations may be made through negotiations and agreement by the spokespersons for both parties.

Signed on behalf of Branch _____, NALC Signed on behalf of _____ Post Office

(Name)

(Name)

(Title)

(Title)

(Date)

(Date)

Sample Impasse Appeal Format

Separate form for each impasse item

TO: Labor Relations Service Center ____ (Address)	FROM: NALC Branch No. ____ (Address)
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LMOU Impasse Appeal

NALC impasse

USPS impasse

Article 30 Item No. (1-22) _____

LMOU Item and/or Section _____

Installation: _____

- 1) Exact language, if any, of the impasse item as it appeared in the 2007 LMOU
- 2) Original Union proposal (exact language and date discussed)
- 3) Management counter-proposal (exact language and date discussed)
- 4) If applicable, attach any additional proposals and counter-proposals
- 5) Final Union proposal (exact language and date discussed)
- 6) Final Management Position (exact language and date discussed)

Union Representative _____ Date _____ Initials _____ (Address) Phone _____	Management Representative _____ Date _____ Initials _____ (Address) Phone _____
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Labor Relations Service Center NBA Postmaster Branch File Copy

NOTES:

NOTES:

NATIONAL ASSOCIATION OF

LETTER CARRIERS, AFL-CIO

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