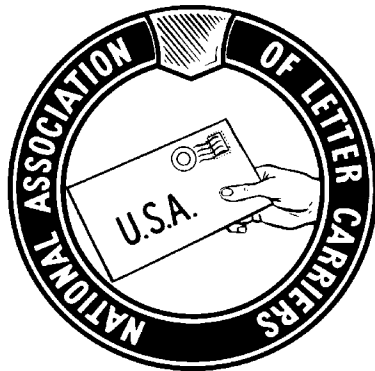


ARTICLE 30

LOCAL IMPLEMENTATION



This booklet is intended to give Local Branch Officers a rudimentary understanding of how Article 30 came to be as it is, and to offer some basic guidance in negotiating locally. We intend it to be nothing more than a simple introduction into a very complex topic. This booklet is a compilation of information from many sources. Postal Service publications, various readings on Negotiation and Arbitration, and the extensive experience of NALC Officers throughout the State donated considerably to the effort. By far, the greatest contribution came from NALC Headquarters Publications and from information provided by our National Business Agent's Office. The sample proposals came from the National publications.

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HISTORY OF ARTICLE 30

The process that they now term “Local Implementation” existed long before the Postal Reorganization Act of 1970. We can trace it back as far as 1962 under the old Post Office Department. Then called “Local Negotiations,” the range of topics discussed by the Parties was almost unlimited.

In 1971, the newly established United States Postal Service submitted a proposal to the Unions that contained the following provisions:

- Ÿ *A statement of philosophy that held that the Parties recognized the existence of only one Labor Agreement. Because of that statement of philosophy, the only purpose of local discussions would be to carry out the terms of the National Agreement at the local level; therefore the title of this proposal was “Local Implementation.”*
- Ÿ *A list of 21 specific items for discussion.*
- Ÿ *A proposal that the Parties agree to establish a study committee that would have the responsibility of developing a structure for future bargaining. The intent of this group would be to move toward the idea of one USPS/UNION Agreement.*

The Unions’ proposal was much shorter and in direct opposition to the position taken by the Postal Service. It required that:

- Ÿ *Negotiations would be on all local conditions of employment.*
- Ÿ *A third party would decide all impasse items.*

The final language agreed upon in 1971 provided that:

- Ÿ *The process was to be called “Local Implementation.”*
- Ÿ *The parties were to bargain on 21 specific local items.*
- Ÿ *No agreement reached locally could be inconsistent, or in conflict, with the National Agreement or deprive any individual of any rights or benefits provided for under the National Agreement.*
- Ÿ *Unresolved local issues would be forwarded to the Region and then to Headquarters for resolution under Article 30.C. (Impasse Procedure). If efforts at resolution failed, **either Party had the right to request arbitration.** The arbitrator would then have the authority to break the impasse, consistent with the other terms of the National Agreement.*

The language did not restrict local negotiations to **only** those options provided in Articles of the National Agreement. We could negotiate other issues if they were not “inconsistent or in conflict” with the National Agreement. They have estimated that more than 100,000 items went to Impasse at the conclusion of the first Local Implementation period which followed the Postal Reorganization. The only documented progress made in resolving any of the impasses was an agreement made between the NALC and the Postal Service at the National level. It provided for a 23-week choice vacation period that would begin on the last Saturday in April as full and final resolution of all impasses pertaining to the duration of the choice vacation period. The APWU filed an unfair labor practice charge over the entire conduct of local bargaining throughout the country, but in 1973, the final language agreed upon contained the same provisions as before.

Following the 1973 negotiations, Article 30 consisted of the following elements:

- Ÿ *All current Local Memorandums were continued in full force and effect as long as the provisions were not inconsistent, or in conflict, with the National Agreement.*
- Ÿ *The Parties were limited to bargaining over the 21 items listed in a Union proposal and one additional item pertaining to the makeup of the Overtime Desired List. (There are now 22 negotiable items under Article 30.)*
- Ÿ *At the end of bargaining, impasse items could be submitted to interest arbitration only by the signed authorization of a National Union President. (Management no longer had the right to request arbitration of impasse items.)*

Except minor cosmetic changes, those provisions were carried forward into the 1975 and 1978 Agreements. Article 30 remained almost unchanged from the previous Agreements.

In 1984, the USPS offered a proposal under which:

- Ÿ *A uniform period of choice vacation time would exist nationally.*
- Ÿ *That period would have been 30 weeks long, beginning the first Saturday in April.*
- Ÿ *A formula would determine the maximum percentage of employees in each installation who would be eligible to be off each week during that period. Never would more than 10% of the employees be on annual leave at any one time. They would have allowed a maximum of 5% off during the “non-choice” period.*
- Ÿ *Local negotiations on the subject of leave would have been done away with except that, “whether annual leave scheduling would be by installation, tour, section” would continue in effect as provided for in the Local MOU unless changed by mutual agreement between the Parties at the local level.*

We rejected this proposal and, as a result, the provisions of Article 30 remained almost unchanged in 1984.

In 1987, Section E of Article 30 was added. It provided for:

- Ÿ *Local negotiations when independent installations are consolidated or new ones established.*
- Ÿ *Impasses arising from those local negotiations may be referred to arbitration **only by the National Union President** within 10 days of the “Local Implementation” period.*

In 1990, language was added through an arbitrated National Agreement that restored management’s right to send items to Impasse. Section A of Article 30 was amended to include:

“or, as a result of an arbitration award or settlement arising from either party’s impasse of an item from the presently effective memorandum of understanding.”

Sections C and E of Article 30 were amended to include authorization to Impasse by “the Assistant Postmaster General, Labor Relations.”

Section F was also added to Article 30 in the 1990 Agreement. Article 30.F. now reads:

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

Although management again has the right to Impasse, they face the substantial burden of demonstrating “**an unreasonable burden to the Service.**” Following the period of Local Implementation in 1991, management tested its new tool. More often than not, their tool failed them in attempts to change existing language related to the “22 items.” Management also attempted to impasse existing language that was outside the “22 items,” while conceding that they had no right to impasse a **new** clause outside the “22 items.” In June of 1993, Arbitrator Mittenthal ruled that management likewise had no right to impasse old clauses outside the “22 items.”

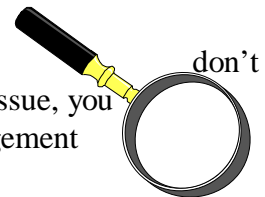
PRE-BARGAINING

As long as we have a Collective Bargaining Agreement, bargaining and preparation for Contract negotiations never ceases. Every Branch should keep special files relating to their local Memorandum of Understanding. In that manner, they will document and save events that occur during the life of the Agreement for later use. In case of a dispute with Management over the intention of a particular clause, documentation will be available to make clear the intent of prior discussions and resultant language from Local Negotiations. It's possible that an impasse item might be sent to Arbitration or perhaps to the NLRB as a complaint. If so, a good record keeping system may ensure that your position can be presented properly to the NLRB or an Arbitrator if it should become necessary. Exhibit #1 shows the kind of preparation necessary if you are to prevail.



In preparation for Local Negotiations, things need to be done:

- Ÿ Review your MOU item by item. Ask yourselves if the present language has been a source of disputes and grievances. There's no better time than right now to resolve these disputes. Is there some continuing topic of Labor/Management meetings? Is the language in your MOU consistent with the way that things are done normally?
- Ÿ Review the records of your prior negotiations.
- Ÿ Analyze the problems of your current MOU. Review your Grievance Files for recurring problem areas. Develop proposals and put them in writing. Exhibit #2 shows the definition of a problem, and then Exhibit #3, the “talking papers,” covers the arguments showing why we need the proposed language. Thoroughly review, plan, and discuss the reasoning that supports your position. Prepare the arguments necessary to prove why you need these changes. Don't expect Management to give you what you want because they like your smile. **They'll give it to you when you prove not only why your position is the best for you, but also prove why it is the best for them.** Anticipate all of Management's prospective arguments and figure out how you will counter them. Since negotiations are to be conducted on a “good faith” basis, you'll have a much better chance to improve your MOU by submitting proposals that are based on good judgement, sound arguments, and by documented facts.
- Ÿ **Fully analyze all proposals before opening an issue for discussion.** You don't have to renegotiate anything, but consider the fact that, if you do open an issue, you might lose something you now have. Try to anticipate what changes management might want if you do try to renegotiate.



If you have a “past practice” that is not explained in your MOU, and you attempt to legitimize it through inclusion in your new MOU, you might not be pleased with the results. Management might just say, “You’re right, we have been doing that in the past, but we don’t intend to allow it any more.”

ý **Negotiations are a give and take proposition.** To negotiate successfully, you must have:

T **A goal.** You must have some rational idea of where you want to end up.

T **Knowledge of human behavior.** You must know your opponent and know what will influence them.

T **A good estimate of the relative “power” that the parties possess.** Remember that knowledge is power, and you must build your own “power base” to respond to and to deflect their power.

T **You must be professional, correct, reasonable, and above all else, credible.**

NOTICE OF INTENT TO NEGOTIATE

Before negotiations can begin, your Postmaster has to know that you wish to reopen negotiations on your existing MOU (if you have one) or to negotiate one if none now exists. If the terms of your MOU are not in conflict with the National Agreement, and you wish to keep it as it is, you shouldn’t open bargaining with the Postal Service on it unless they insist on it. Our National Office does not encourage unnecessary bargaining. You should renegotiate only if you can foresee the likelihood of a specific benefit. If you consider it necessary to renegotiate, proceed cautiously. The new provisions of Article 30, Section A of the National Agreement opened the door for management to reopen one of the “22 items” and perhaps take it to Impasse.

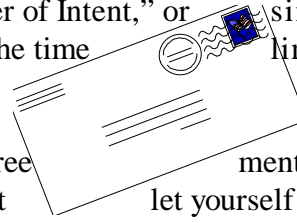
Article 30, Section A.:

“Presently effective local memoranda of understanding not inconsistent or in conflict with the 19__ 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 memorandum of understanding.”

If you decide to carry forward your current MOU for the life of the new National Agreement, you should obtain a statement signed by both you and Postal Management that shows that your present MOU will be in effect for the duration of the new National Agreement. **You** should prepare the statement so that you can control the language so that it says what you want it to say. As part of that statement, you should show whatever minor editorial changes the Parties have agreed upon to bring the old MOU up to date.

If you decide to renegotiate provisions of your MOU, there is nothing wrong with simply telling your Postmaster/OIC that you want to begin bargaining. Nevertheless, we strongly urge that you put something down in writing that will **officially** inform them that you intend to enter **formal negotiations** rather than engage in a casual chat. Then, in case there is any controversy over when we actually notified Management, the letter itself should end any argument. As always, keep copies of all documents that you give to Management. Exhibit #4 offers a suggested letter.

Whether you write Management a “Letter of Intent,” or simply tell Management of your intentions, be sure that you do it within the time limits shown in the new National Agreement. In the 1990 Agreement, as in years past, those time limits were listed in Article 30.B. Local negotiations normally began ninety (90) days following the signing of the National Agreement, with a thirty (30) day period for such negotiations to be completed. Don’t let yourself get caught in the position that you run out of time. Start early and move things along.



NEGOTIATING COMMITTEE

The Negotiating Committee should be small and an uneven number, but large enough to provide sufficient input. Double check your Branch bylaws to see if they say anything about the team’s composition. In deciding the size of a committee, consider the benefits to be gained from different size teams.

There are several benefits to a larger committee. It:

- provides a broader range of experience to draw from.
- provides more people on hand to observe the other side.
- provides more diversity of representation.
- helps build membership confidence that they’ve gotten the best possible results from the committee’s efforts.



A smaller committee:

- makes it easier to agree on bargaining strategies.
- is more secure. It’s easier to keep sensitive plans from leaking out.
- is easier to control in the Bargaining sessions.
- is easier to get to the Bargaining sessions.

No matter how large or small your committee, try to create a blend of talents designed to give you a wide range of “experts.”

Something to consider would be a **small Bargaining Team** backed up by a **larger Negotiating Committee**. That option gives you the benefits of both. The Committee might be appointed by the President or Executive Board, elected by the Branch, or a combination of appointment and election. There are a couple of key Committee members who must be specifically selected.

The Chief Spokesperson

The Chief Spokesperson must:

- have the authority to make decisions and reach agreements.
- **be well prepared.**
- be organized.



ŷ have the ability to command respect and confidence, both from the Union members and Management.

ŷ inspire confidence in his or her constituents.

ŷ have knowledge of the National and Local Agreement and a good understanding of the problems facing the Branch (must “know the territory”).

ŷ be cool headed under pressure and provocation.

ŷ have patience.

ŷ have the ability to listen. The art of listening comes naturally to some and not to others. Since “listening” is so critical to success, let’s consider it now. Some specific techniques can be used to improve listening skills.

T Maintain eye contact with the speaker.

T Besides listening to the words spoken, note the tone, facial expression, and other characteristics of the delivery.

T Ask clarifying questions about points that are not completely clear.

T Periodically rephrase a statement or restate it using your own words to confirm your understanding.

T From time to time, let the speaker know that you are following their thoughts by interjecting “I see,” or “I understand.” If you say that, be careful to not imply agreement with the words spoken unless that agreement is intended.

T Curb your tendency to form opinions on things as you hear them. Judgments and decisions should be reserved until after the speaker has finished.

T Build a habit of “hearing out” the speaker rather than thinking of rebuttals or what you’re going to say when they stop talking.

T Refrain from criticizing the speaker because of their mannerisms, attire, attitude, accent, etc.

T Sift each main point from supporting points. Learn to recognize and dismiss irrelevant material quickly. Besides listening to management's Chief Spokesperson, it can be enlightening to listen to comments from other members of the committee, especially what seems to be spontaneous comments. Sometimes they will inadvertently tell you what management’s **real goal** is, or maybe where the **real power** lies in their committee.

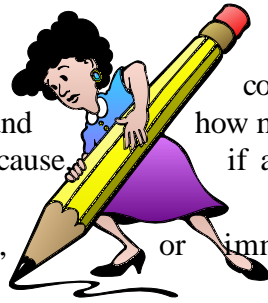
ŷ have the ability to keep the meeting under control.

ŷ have integrity.

Once the Chief Spokesperson has been selected, the remaining members of the Team must be selected. They must share the qualities of the Chief Spokesperson and one’s expertise in one area can be used to buoy up someone else’s deficiencies in that area. We should assign each member specifically to pay attention to a counterpart on the other team. They should look for body language or other indications that give feedback regarding proposals. All members of the team should be continuously, visibly taking notes (even to the point of doodling if they have nothing to note). Although everyone should be taking notes for the files as the discussions progress, a critical member of the team is the Notetaker. Exhibit #5 gives an example of a form that might be used for note-taking during sessions.

The Notetaker

The Notetaker must be able to take reflect the subject matter, how, when and if any. This is extremely important because prepared to support your position.



comprehensive notes of the proceedings that how much it was discussed, and the resolution, if an item is impassed, you must be fully

The Notetaker should compile during, or immediately following each negotiation session:

- ŷ The date, time, and place of the meeting with a listing of the participants.
- ŷ Any written correspondence exchanged at the meeting or between meetings.
- ŷ Copies of all proposals and counterproposals exchanged and a summary of any relevant discussions, (See Exhibit #1).
- ŷ Summaries of discussions in each session in factual form, not emotional arguments.
- ŷ Keep facts, not editorial comments.
- ŷ Type up the minutes as soon as possible after each session while events are still fresh in mind. With the passage of time, it might become impossible to decipher handwritten notes.

All of the above is necessary to help prepare strategy for future meetings, to document the intent and meaning of language if a dispute arises, and to help the next negotiating team.

Issues To Be Resolved

Some issues need to be resolved by the team before entering negotiations.

- ŷ The Team must decide how they are going to decide issues, whether by consensus, majority rules, or whatever.
- ŷ They must decide how they are going to communicate the need for a caucus to each other.
- ŷ They must decide how to unobtrusively get the attention of the Spokesperson.
- ŷ They must prepare and complete a “Negotiations Preparation Checklist.” See Exhibit #6.

GROUND RULES

Your first Negotiating Meeting will undoubtedly be devoted to setting up “Ground Rules” and the procedures to be followed during negotiation. Before attempting to actually negotiate the MOU, Union and Management should establish ground rules that will prevail during the actual negotiations. Exhibit #7 offers some suggested language.

Designation of Parties

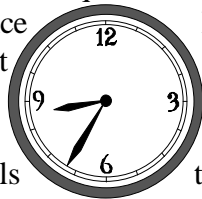
Identify the Parties who will be represented in the negotiations. (Branch _____, NALC, City, State and Post Office, USPS)

Place of Negotiating Sessions

Decide where you want to negotiate and be prepared to justify that determination. Be aware that Management probably will present plenty of arguments to hold the Negotiations on Postal premises. There is nothing wrong with that if you recognize that it puts the negotiations on Management's "home turf" where they, and you, are used to them being "in charge." If you have a cooperative relationship and are used to working together, that shouldn't be a problem. If, however, yours is a combative relationship, you might try to get the meetings held in the Branch Office, or at least in some neutral territory. At this time, you also should identify where Caucuses will be held. **Remember, management must know always that they are dealing with professionals.**

Time Schedule For Negotiating Sessions

Identify the days and times for the Negotiating Sessions, including the beginning and ending times that mutual agreement may adjust. (See exhibit #7) Be flexible enough to get a productive level of negotiations. The Law requires that negotiations be held at reasonable time and places at the request of either Party. Since Management lacks any obligation to pay expenses for time spent in negotiating, don't expect them to agree to negotiating while you're "on-the-clock." Additionally, if you're "on-the-clock," your members might be more influenced by the other side's "status" or might feel limited by time constraints. Your National Business Agent feels that meeting "off-the-clock" would better serve you. An hour and a half to two hours are normally long enough for a session. After a day's work, you don't want to let them get you tired to the point that you can't think clearly and will make stupid mistakes.



Conducting Sessions

Don't allow Management's chairperson of the negotiations to act as the official, **or unofficial**, conduct meetings, but you may be used to having Management don't let them control the negotiations. The Chief Spokespersons should act as Co-Chairs who, when necessary, will agree on who will speak or when to move to a new topic. **Expect, And Demand, to Be Treated as Equals.**




If Management negotiators keep leaving the room to take phone calls or messages, the Union should object and ask that both sides agree to have all calls held while negotiations are in session. Raising this issue can be a good way to emphasize that your time is as valuable as Management's, and that these Negotiations are as important as any other responsibilities either side has. If Management negotiators interrupt when a Union negotiator is talking, calmly suggest that both sides consider it a Ground Rule that people will not interrupt each other. Otherwise, Management may use interrupting as a device to undermine the confidence of the Union team. If members of the Management team call you by your first names, use their first names as well.

Recess/Caucus

Make sure that you include a provision that the Spokesperson for either side may call a recess to caucus anytime. The negotiations should resume upon mutual agreement.

The Caucus is an invaluable tool to negotiating. Normally during negotiations, one side announces a position and tries to justify that position. The other side responds with questions or a general comment and questions. Often then, one side or the other will leave the room for a caucus. During the caucus, the individual sides review their positions and proposals and prepare answers and counterproposals. It is during this process that the real give and take discussion takes place in bargaining. That is why caucusing is so important to the bargaining process.

The major purposes of the caucus in our Local Negotiations are:

- ý To make sure that everybody understands the Postal Service's position and proposal, including that proposal's implications and possible side effects.
- ý To find out how each member of the Bargaining Team Management's latest position or proposal. Was it a final position? Are they just "playing games?" Does it mean a real change in the Postal Service's attitude on a given issue? Is there a split on the company side?
- ý To let the members of the Team react over what's happening at the table. This may be especially true if the topic is tense and the Team is operating under a tight "one spokesperson rule."
- ý **To pull the team together.** This may be especially necessary if suddenly everybody started talking at the table and is starting to disagree on an issue.
- ý **To cool off some team members,** particularly after an intense exchange at the table.
- ý **To slow the pace of negotiations** when things are moving too fast, such as when the Company's counterproposals are coming too fast to study properly.
- ý To change the subject. To select the next issue or proposals to be discussed.
- ý To add emphasis to a point or proposal that the Union has just made and to pressure the Company to respond.
- ý To plan strategy and tactics for the rest of that session and those scheduled in the future.
- ý To review how the Union's basic bargaining game plan is going
- ý To deal with unexpected developments away from the Bargaining Table.
- ý To keep the members of the Committee mutually apprised regarding what's going on at the Table, both what's being said and what's not being said.
- ý To make sure that the Notetaker on the committee got that last Company statement down accurately since it may be useful during the next Bargaining Session.
- ý To 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.
- ý To reassess the members' support on the issue under discussion at the table. This is particularly important toward the end of bargaining.

Identify The Negotiating Teams

Make provisions for alternates and the changing of Spokespersons if it becomes necessary. You might consider defining the participants specifically to exclude someone who might be obstructive or otherwise make negotiations difficult. Remember however, that when you open a door, the other side also might use it. You should also consider arranging to bring outsiders, or technical advisors with specific knowledge or expertise on a particular topic, into the session.



Subcommittees

Make provisions by which 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 should decide the purpose, scope, authority and operations of any such committees.

Rules of Order

The Spokesperson for each Party should speak at their discretion. The other negotiators should speak **only** when recognized by their respective Spokesperson. The Spokespersons should serve as the Co-Chairmen at each negotiating session.

Order of Business

The regular order of business at any negotiating session should normally be as follows:

- ŷ Unfinished business from the preceding session.
- ŷ Items on the agenda as agreed upon by the parties at the preceding session.
- ŷ Submissions of additional proposals or counterproposals.
- ŷ Establishing the agenda for the next session.

Minutes

No official minutes or transcript or physical record of the proceedings will be made. Nevertheless, either party should be allowed to prepare unofficial minutes and to keep unofficial notes for its own use.

Tentative Agreements



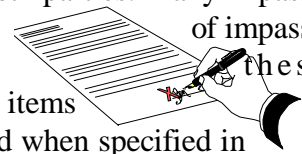
When the parties have agreed to a proposal on a specific issue (see exhibit #9) it will become effective upon the conclusion of negotiations and the execution of the MOU by the parties except for impassed items. When tentative agreement is reached on an issue, take a caucus. Pause and review the language to make sure that it still says what you intend for it to say. Following that, **THE SPOKESPERSON FOR THE PARTIES WILL DATE AND INITIAL A COPY OF THE DRAFT.**

Impasses

Regarding those issues where no agreement has been reached and thus is still in dispute after the 30-day negotiation period, the parties will follow the impasse procedure provided for in the Memorandum of Understanding between the NALC and the USPS, established for this National Agreement.

Final Agreement

The new MOU will 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 impasse items will be incorporated into the MOU immediately after the parties to these ground rules have been notified of the final action taken on such impasse items at the Regional level or through arbitration and they will be implemented when specified in such impasse resolution.

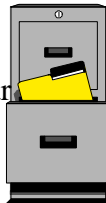


Change in Rules And Procedures

After the commencement of negotiations, changes and additions to these rules and procedures for negotiations may be made through negotiations and agreement by the spokesperson for both parties.

DRAFTING PROPOSALS

It is important that you know what you can negotiate. Don't propose items that are inconsistent or in conflict with the National Agreement or the recent changes. Be thoroughly familiar with the new National Agreement and also Postal Service Manuals and Handbooks as they pertain to Letter Carriers. Review your records to decide where your Branch is having the most trouble and, if possible, draft proposals that would correct these problems. Check other MOUs to see how others approach similar problems. Poll your members to find issues that they think are important to change. Make sure that you pay particular attention to proposals to recognize the adverse impact to one subgroup from a proposal that benefits another subgroup. Make to recognize the adverse impact to one subgroup.



After you have decided what you want, and what effect those proposals would have on Management, put your proposals in writing. (See exhibit #2) Discuss them within your Negotiating Committee, and collect the facts and documentation to support them. Additionally, it wouldn't hurt to generate some extra proposals, some things that you either don't want very badly or know you won't get that can be used for trading - "throwaways."

When writing your proposals, the choice of language is very important. The use of language can give a provision an entirely different meaning than you intended. Or, it might even make the provision meaningless. Do not leave the writing of any Agreement solely to Management. Challenge the language used when it is to your advantage to do so. This is part of the Bargaining Process. You bargain not only about what the substance of the MOU is, but also how it says it (its meaning and its implications).

Make your language as clear and as unambiguous as possible. Clear and unambiguous language is language that does not have two or more reasonable explanations.

Language

Below are some important words and phrases that you should remember (they will):

| | |
|-------------------------|---|
| MAY | Implies permission to do something |
| WILL | Denotes the future. It does not imply compulsion. |
| SHOULD | Expresses a moral obligation, but nothing more |
| SHALL | Denotes compulsion. It has to happen this way. |
| MUST | Implies necessity. It is stronger than shall. |
| WHEN APPROPRIATE | Allows full discretion to Management. |
| WHEN PRACTICAL | Management decides when something is “practical” |
| WHEN PRACTICABLE | Really means “workable.” Management decides when something is “workable.” This allows room for discussion and argument. |
| NORMALLY | Allows Management to decide when the situation is “other than normal” |
| WHEN POSSIBLE | Very compelling. The only argument for inaction would be that it is not possible, and this is a very difficult case to support. |

Before proposing, or agreeing to specific language, have several people check it for potential problems. Ambiguities, or language that says something other than what you intend, must be culled out before signing. Draft language using the simplest words and sentences that will express your intent accurately. Don't bring up proposed language that you know you can't get. If you're winning with your current language, leave it alone. If you try for stronger language and don't get it, somewhere down the road an Arbitrator may use that failed attempt against you.

When Drafting Proposals

- ŷ Identify the problem.
- ŷ Identify the proposal.
- ŷ Avoid different terms for the same person or entity.
- ŷ Avoid different meanings for the same term.
- ŷ Avoid redundant or needless phrases.
- ŷ Avoid “legalisms.”
- ŷ Use headings wherever possible.
- ŷ Be precise in the use of numbers and the use of time.
- ŷ Clarify references to other contract provisions.
- ŷ Enumerate multiple terms.
- ŷ Use consistent sequential numbering of paragraphs.
- ŷ Use examples or charts for conceptually difficult presentations.

- ŷ Create a list of reasons, and documentation to prove why Management should sign off on your proposal.
- ŷ Write down your proposals and make enough copies for all the members of your Committee.

When Presenting Proposals

- ŷ Written offers always carry more weight.
- ŷ Although it's written, **read it to them**. If you just hand them out, it gives the impression that the offer isn't very important.
- ŷ Fully explain your position and the considerations made in arriving at that position.
- ŷ **Accentuate the Positive**. Focus on the positive but stay away from obvious "salesmanship."
- ŷ Expect acceptance. If you don't convey that expectation, they probably won't accept it.
- ŷ Invite questions. This reflects pride and confidence in your offer.

BARGAINING TECHNIQUES AT THE TABLE

The basic objective in Collective Bargaining, including both negotiations and grievance handling, is to reach agreement. Unfortunately, there are representatives to be found in both Union and Management who approach bargaining as some sort of armed combat or maybe a debating society. This attitude raises serious obstacles to the development of a sound Labor/Management relationship. Below are some suggestions designed to simplify the reaching of sound agreements in negotiations.



Discuss The Easy Items First

Discussing easy things, such as fixed or rotating days off, etc., will help create the "Yes Habit." Start discussions from areas of common agreement rather than from an obviously controversial matter. From that you will have a basis of agreement on which to build, and you will find it easier to reach accommodation on dispute items later.

Assume Acceptance

Don't show that you lack confidence in the reasonableness or acceptability of any major proposal. If you suggest in any way that they might turn down your proposal, it probably will be. Also, don't ever signal in advance the relative value of any of your proposals. Initially they must be equally important.

The Forced Choice

Often, it's difficult to decide. Generally speaking, the more riding on any given decision, the more difficult that decision is to reach. The "forced choice" is an attempt to ease the burden of a weighty decision by offering a choice between alternatives. As much as possible, avoid offering a choice between something and nothing. Be prepared to make "tradeoffs" whenever appropriate.

Begin With a Proposal That Is More Than You Expect to Get

When appropriate, begin with a proposal that is more than you expect to get. Still, know in advance what your "final" position is and be prepared with at least one intermediate position.

Demonstrate "No Loss to Them"

Whenever 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.

Demonstrate "Shared Benefits"

If you have a proposal that 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. While we can easily overdo this approach, it does happen with some frequency. Where these benefits to the Company are significant, they serve as a properly additional factor supportive of your case.

Be Willing to Drop a Proposal

If an issue becomes difficult, table it with the understanding that you will come back to it.

Let The Chief Spokesperson Do The Talking

If necessary, pass notes or call a caucus.

Maintain Order Among Your Committee

Don't argue in front of management. They will interpret it as a division or weakness. Call a Caucus.

Know When to Shut up

Once we reach agreement, shut up and go on to the next issue. It never hurts to be gracious. If you win a point, credit the other party for their sincerity and fair mindedness. To gloat over victories makes it improbable that the other side will offer future reasonable compromises without resentment and embarrassment.

Make Management Respect You

At the Bargaining Table, Union and Management are equals. No one is the “Boss.” Remember that you are engaged in Collective Bargaining, not collective begging. **Be quick to demand respect and courtesy.** Be confident and unafraid of Management, but don’t be offensive. Don’t let Management make changes in policy with negotiating those changes with you. Remember that the Union may be considered to have waived its right to bargain by failing to object to unilateral changes. It must object to the change and demand bargaining immediately upon learning of any changes to avoid the “waiver doctrine.” An employer’s unilateral change in conditions of employment is a violation of Section 8(a)(5) of the NLRA in that it is a “circumvention of the duty to negotiate. (NLRB v. Katz 369 US 736, 743 (1962))

Thoroughly review all management proposals. You must understand them in great detail. Treat all proposals as **very important.** If you bargain at length on insignificant proposals by management - if you ask probing questions and thoroughly review and discuss **all** proposals, then you will encourage management not to waste everybody’s time on insignificant issues.

Don't Let Management Stall

Don’t get bogged down by discussions of individual grievances during negotiations. Try to anticipate management’s arguments on your proposals and be ready with an appropriate answer.

Understand “Making Concessions”

Never make a concession without consideration or caucus. Explore all possible consequences of a concession before making it. Don’t concede a point unless you’re sure that it’s still an issue. Make sure that a proposal is “still on-the-table” before you agree to it. You don’t want to give away something needlessly.

- ŷ Never concede a point unless you’re sure that it is still an issue.
- ŷ Never make a concession without a consideration and/or caucus.
- ŷ Always get something in return.
- ŷ Don’t give the whole cake when half a cake might suffice.
- ŷ Make them **earn** every concession.

Always Get Something in Return

Always try to get something in return. Even if it’s only the withdrawal of other proposals.

Give a Reason For Saying “No”

If you say no to a Management proposal, say why. This may help your team to support its position better, or may lead Management to agree with the change that you request, or even, seek out a solution on it’s own.

Look For Alternatives

Try to be flexible and look for alternative solutions to problems raised by Management. This will often reveal whether the employer is seeking a solution to a real problem or is just “stonewalling.”

Keep Them Talking

The longer they talk, the more information they will give you.

Answering Proposals

Never immediately reject any proposal. Always say that you will consider it fully and accept it if the conditions are acceptable. Try to not say “No.” Say instead:

- Ÿ “We cannot agree with your proposal at this time.”
- Ÿ “We see little merit in your proposal, but we’ll review it.”
- Ÿ “We’ll consider your proposal in our next caucus.”
- Ÿ “We see no merit in this proposal. It has no advantage whatever to us and has the following drawbacks . . . ”

After The Negotiations Are Over, You Have to Live With Each Other

Never agree to a proposal that you cannot deliver. A Union that fails to live up to its side of the bargain just undermines its authority with Management.

Take Negotiations Seriously

They take an enormous amount of time and preparation. If you aren’t willing to spend the time and energy, stay out!



TWENTY TWO ITEMS

1. Additional or Longer Washup Periods

Referenced in the 1990 national agreement:

Article 8, Section 9:

“Installation heads shall grant reasonable washup time to those employees who perform dirty work with toxic materials. The amount of washup time granted each employee shall be subject to the grievance procedure.”

Although many Branches have negotiated a specific washup time into their local MOU, those that have not will probably find it extremely difficult to make any progress in this area. Following the 1975 local implementation period, the NALC took two cases concerning washup time to arbitration. In both cases, the arbitrators didn’t agree that the local Branches involved had a right to any specific

length of washup time. If you wish to put a proposal on the table that establishes what is “reasonable washup time,” and if management doesn’t accept it, you should consider simply incorporating Article VIII, Section 9 into your Local Memorandum. If you do obtain a specific time, you also should attempt to write specific language in your MOU providing that the washup time will be credited as part of the evaluated eight (8) hour day during route inspections (Line 21). We recommend that you try to negotiate a provision stating that whatever procedures are established cannot be changed unless there is prior consultation with the Union and the union approves of the proposed change. You should be aware that management’s position probably will be that they should give you no additional or no longer periods than those available now. If you have any now, they will probably push for less than you have. Exhibits #8, 9 & 10 show language that others have in their MOUs.

2. The Establishment of a Regular Work Week of Five Days With Either Fixed or Rotating Days Off

Referenced in the 1990 national agreement:

Article 41, Section 1.A.3:

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

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 dependent on the kind of route. Avoid language such as “the existing practice will be continued.” What you’re after in this area will depend upon your local needs and the preferences of your Carriers. This is an item that is appropriate for polling your members. Exhibits #10 & 20 show examples of the language used by some Locals. Since most of us wish the current focus on routers as route adjustment would just “go away,” most Locals don’t have provisions that specifically cover the scheduling of a Routers SDO. Do you want to negotiate new language to cover them?

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

Not referenced in the 1990 national agreement.

Management is clear in their position of not wishing to negotiate on this issue. Their position is that administrative pay is not to be negotiated, and that the decision whether to curtail or terminate operations will be retained by management under Article 3. Therefore, this is a very difficult area and getting the language that you want may be impossible. In part, this is because of the clear intent of the item. That intent is to establish guidelines for the curtailment or termination of Postal Operations. The language does not speak to whether Carriers should report to work, or whether administrative leave should be granted.

Because of this, and because of the existence of Article 3 (Management Rights) in the National Agreement, it's highly unlikely that the NALC could win an arbitration on this item. Therefore, if you negotiate this item, and if you are unable to negotiate better language in this area, the following impasse language should be your final position. You should stress the importance of Safety and Health in any language negotiated.

Sample Language:

Ÿ *“It is recognized by both parties that on occasion, emergency conditions may exist that would encourage the employer to consider the curtailment of mail. In cases of emergency situations, the employer will, before making a decision to curtail the mail, consider such factors as:*

- (a) The safety and health of it's employees;*
- (b) The degree of emergency as stated by and acted upon by responsible governmental authorities;*
- (c) The requirements and reactions of it's customers to the emergency;*
- (d) The accessibility of postal operations and it's customers to the employer and employees.*

Before taking action to curtail the mail, the employer will notify the Union of it's decision and plan of implementation.”

Remember, whatever language is or is not negotiated into your local MOU, the final determination on whether conditions are safe or unsafe rests with the individual Letter Carrier. Exhibits #11 & 12 show a few examples.

4. Formulation of Local Leave Program

Referenced in the 1990 national agreement:

Article 10

The responsibility for the administration of the leave program rests with local management. Item #4 is an extremely general item that serves as a “catchall” for a variety of provisions pertaining to that administration. Branches have used this item to negotiate on several subjects that are not covered elsewhere in Article 30. The only restriction on what is negotiable under Item #4 (beyond the obvious one that the provisions must relate to leave) is that whatever you negotiate cannot be inconsistent with the current National Agreement.

Sample Language:

Date of notification

Ÿ *“Management shall notify all Carriers by _____ (date) of the beginning and ending dates of the period for making selections during the choice vacation period.”*

Exchanging of leave

Ÿ *“Exchanging of leave is not to be permitted without the approval of the Union.”*

Ÿ *“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.”*

Ÿ *“There shall be no exchanging of leave.”*

Ill during vacation

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

Method for making choice selections

Whatever method is selected should be specified in the local memorandum. Three alternatives are:

ŷ *“The Leave Book (chart, or whatever) shall be passed throughout the Carrier workforce by seniority, and each Carrier will indicate their selection for the choice period in the book.”*

ŷ *“Carriers shall indicate their selection for the choice period on a list posted on the bulletin board.”*

ŷ *“Leave forms will be distributed, and all Carriers must indicate their first, second, and third preferences for their selection during the choice week.”*

Military leave

ŷ *“Military leave, or leave for Union business, will not count as part of a Carrier's selections for the choice period, nor will it count against the Branch's quota for the choice period.”*

Posting of scheduling

ŷ *“Management will post the leave chart as soon as it has been completed.”*

Reposting of cancellations

ŷ *“All cancellations shall be reposted as soon as management is notified of the cancellation.”*

Transferring with leave

ŷ *“Carriers transferring from one section to another will retain what leave they selected during the choice period before being transferred.”*

Vacation call-in

ŷ *“No Carrier will be called in to work while on annual leave.”*

Exhibits #13, 14 & 15 offer a couple of examples.

5. The Duration of Choice Vacation Period(s)

Referenced in the 1990 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.”

The duration of the choice vacation period obviously varies from one geographical section of the country to another. While the normal period for most of the country is from May to September (the school vacation period), warm areas have much longer choice vacation periods. For those parts of the country that have the more normal and shorter period, the Branch's object should be to enable the largest number of people to get off in the shortest period of time. Be aware that the shorter period, the more management's flexibility is limited. They will, therefore, try to get the period stretched out. Be aware also that Article 10.3.D.3. limits the selection of leave to two (2) periods of leave during the choice period. The longer that you stretch out the choice period, the more leave that must be taken in non-choice time.

Exhibits 13, 14 & 15 show what others have done.

6. The Determination of The Beginning Day of an Employee's Vacation Period

Referenced in the 1990 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 Item #6 of Article 30, Item #6 has been held to be controlling. The issue in this item is whether employees should start their vacation on the first day of their basic work week (Monday with the Carrier returning to work Monday), or at the start of the service week (Saturday with the Carrier returning to work Saturday).

Exhibits #13 & 14 might help.

7. Whether Employees at Their Option May Request Two Selections During The Choice Vacation Period, Units of Either 5 or 10 Days

Referenced in the 1990 Agreement:

Article 10, Section 3.D.3.:

“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 five (5) or ten (10) working days, the total not to exceed the ten (10) or fifteen (15) days above, may be determined pursuant to local implementation procedures.”

This is a very clear item and your language may be equally clear. 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. While strictly speaking the language in Item #7 limits you to the simple choice one or two selections during the choice period there are other related subjects you may wish to negotiate which have been considered 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 later).

Sample Proposals:

Ÿ *“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.”*

Ÿ *“Each Letter Carrier will be granted two (2) selections at their option during the choice vacation period as outlined in Article 10, Section 3 of the National Agreement.”*

Exhibits #13 & 14 show what others have done.

8. Whether Jury Duty And Attendance at National or State Conventions Shall Be Charged to The Choice Vacation Period

Referenced in the 1990 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 any other employee of first choice for scheduled vacation.”

This item presents at least four separate areas for the Branch to negotiate and thus it should be approached carefully. First, jury duty should be treated separately from attendance at Union assemblies. Second, the question of whether either jury duty or attendance at Union assemblies shall be charged to the choice vacation period involves two considerations: (a) The charge against the employee’s selection, and (b) The charge against the Branch’s total number of employees off during any week of the choice period.

Jury Duty

We suggest you resist any management efforts to have jury duty charged against the choice period either against the employee’s number of selections or against the Branch’s total number off during the week in question. You should point out to management that an employee off on jury duty is performing their civic duty and serving the community and therefore, should not be penalized personally. Also, 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.

Sample Proposals:

Ÿ *“Letter Carriers on jury duty during the choice vacation period shall be eligible for another available period within the choice period.”*

Ÿ *“Jury duty will not be considered as part of the quota of Carriers off during the choice vacation period.”*

Union Assemblies

We suggest that you also resist any management attempts to charge attendance at National, State, or Regional NALC assemblies against the choice vacation period, against either the employee’s number of selections or against the Branch’s total number of employees off during each week of the period.

If you are unable to obtain this recommended position, a secondary position would be to provide that while the attendance at a NALC convention would not be charged against one of the employee’s own selections during the choice period, only a specific number of employees attending the NALC convention would not have such attendance charged to the Branch’s weekly total.

A third position would be to negotiate language providing that Carriers who are delegates must use their seniority to select the vacation during the choice period. If seniority qualifies the individual to be off during the period, then this is charged against the Branch’s number. But, if the individual’s seniority is not enough to guarantee the Carrier the convention week off, then the Carrier would

receive leave to attend a Union convention regardless and this would not be charged to the Branch's weekly number.

A final position clearly the weakest, would be to have attendance at NALC conventions part of the Branch's number, but to block off convention week to insure that all delegates will be able to attend the convention.

Sample Proposal:

- Ÿ *“A Carrier attending a NALC assembly, during the choice vacation period will not be counted in the number of Carriers scheduled off during that period.”*
- Ÿ *“Carriers who are delegates to NALC assemblies shall use their seniority during the choice period. If their seniority is insufficient, they will be off regardless, and this leave will not be considered part of the quota of Carriers off during the choice period.”*
- Ÿ *“Attendance at NALC assemblies shall be charged as a choice 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.”*

Exhibits #13 & 14 show what others have negotiated.

9. Determination of The Maximum Number of Employees Who Shall Receive Leave Each Week During The Choice Vacation Period

Not referenced in the 1990 national agreement.

Be aware that management will prefer to negotiate a percentage rather than a fixed number and will want to negotiate a maximum rather than a minimum. While on the surface this item seems simple, there are several considerations that should influence your preparation for bargaining on this subject:

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 this number 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 probably will be advantageous. If, however, the work force is expanding, then a percentage formula will be to your advantage.

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 10.3.D. In considering how large the number or percentage should be, you must consider the duration of the choice vacation period that is negotiable under Item #5 of Article 30.B. A simple formula will give you guidelines in this area: (Total number of weeks Carriers are entitled to during the choice vacation period) divided by (Number of weeks in choice vacation period) equals (Number of Carriers off each week). 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 quota that the above formula would produce because some Carriers will not be taking their full entitlement during the choice period. In making your proposal to management, you might

emphasize that management has the option of hiring Casuals as vacation replacements during the choice period. This, however, is an increasingly touchy subject.

In addition to whatever weekly quota you arrive at, you may also wish to negotiate a specified additional number of Carriers will be off during the weeks that include Memorial Day, Independence Day, and Labor Day. In fact, the inclusion of a proposal to this effect may help you resolve impasses about the other “non-holiday” weeks of the choice period.

You must include Part-time Flexibles as part of the number or percentage to be off during each week of the choice period.

The use of the word “maximum” in Item #9 can be misleading. **If at all possible, do not use the word “MAXIMUM” in your Local Memorandum.** 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. A more appropriate term to use would be “minimum.”

You may be able to resolve impasses on this item by proposing that the number or percentage of Carriers off each week of the choice period be increased during each of the three years of the Contract.

Sample Proposals:

Ÿ *“There shall be _____ Carriers off each week during the choice vacation period.”*

Ÿ *“Management shall allow _____ Carriers off in any one week except the period from _____ through _____. From _____ to _____ Carriers will be off.”*

Ÿ *“The number of Carriers who shall be off during the choice vacation period is as follows:*

Station A - 20

Station B - 10

Station C - 10”

Ÿ *“The list of allocated slots for each week of the choice vacation period will be as follows:*

Week of _____ 5

Week of _____ 10

Week of _____ 30

In each successive year during the life of this Memorandum, the same number of Carriers will be off”

Ÿ *“In the _____ Post Office, _____ percent (___%) shall be allowed off 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 .1 or higher, the next whole number shall be considered the correct figure (e.g., 2.1 and above would become three (3) employees).”*

See Exhibits #13 & 14.

10. The Issuance of Official Notices to Each Employee of The Vacation Schedule Approved For Each Employee

Not referenced in the 1990 national agreement.

Management will want the least cumbersome and costly provisions. The NALC recommends that language be negotiated into the MOU that would provide that the Postal Service give employees a copy of Form 3971 approving the vacation schedule. While it is certainly helpful if lists and notices are posted on the bulletin board, it is important that the employees be notified individually. These important notices are extremely useful in case there is a grievance in this area.

Sample Proposal:

Ÿ *“Each carrier craft employee will submit, following final selection of their choice 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).”*

Exhibit #14 might offer some help.

11. Determination of The Date And Means of Notifying Employees of The Beginning of The New Leave Year

Referenced in the 1990 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.”

Note 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. Since this does not require management to post this information any earlier than November 1, you may wish to negotiate an earlier date.

Sample Proposals:

Ÿ *“No later than November 1st of each year, management will notify all Carrier craft employees through the General Orders of the beginning date of the new leave year. The General Orders with this information will be read to all employees at each respective work location.”*

Ÿ *“As soon as management receives official notification from the Postal Data Center of the beginning of the new leave year, it shall be placed on the order book. This must be no later than November 1st.”*

12. The Procedures For Submission of Applications For Annual Leave During Other Than The Choice Vacation Period

Referenced in the 1990 national agreement:

Article 10, Section 4.D.:

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

This item allows for negotiating the procedures for submitting duplicate copies of Form 3971 in advance of annual leave to be taken at times other than during the choice vacation period. The language here should specify exactly how far in advance Form 3971 must be submitted, as well as

specify the amount of time management has to respond. Obviously both of these provisions may be subject to hard bargaining, so we suggest you begin by demanding “better” time limits than you hope to get. You also should try to obtain language in your MOU that will specify exactly what criteria will be used by the Postal Service when selecting which Carrier or Carriers will receive leave outside the choice 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 either being seniority or first-come first-served with seniority deciding the question when two or more Carriers apply simultaneously for the same period. Besides quotas, make sure that you make provisions for other than the use of full weeks of A/L. It is possible that language that would grant incidental annual leave on an “across the board” basis could be negotiated. Management’s position probably will be that any such language would be inconsistent and/or in conflict with the National Agreement. However, existing language of that nature has been determined by Arbitrator Mittenthal at the National level, not to be inconsistent or in conflict since it was merely the method agreed to by local management for applying its’ discretion.

Sample Proposals:

- Ÿ *“Carriers requesting annual leave outside the choice period must submit Form 3971 not less than _____ (hours, days) in advance. Management will reply, indicating approval or disapproval, within _____ (hours, days) following submission of Form 3971. Daily leave shall be granted on a _____ (first come first served or seniority) basis while leave in advance shall be granted on a _____ (first come first served or seniority) basis.”*
- Ÿ *“These rules will also apply, but are not limited to, weddings, extended trips, etc. where advance planning is necessary. Station Supervisors will date Form 3971 when the request for leave is made. Supervisors will indicate numerically the order of receipt of the Forms 3971 for identical days. The earliest dated request(s) shall be honored in numerical order when sufficient replacements are not available to honor all requests.”*
- Ÿ *“The decision of the Station Manager, or designee, will be given to the employee on or before the Wednesday prior to the service week during which the leave is requested, and the duplicate PS form 3971 shall be given to the employee. Failure to comply with this paragraph will indicate that the requested leave is approved. However, the employee must have an initialed copy, by the manager or replacement, indicating the acknowledgment of the form.”*

See Exhibits #13 & 14.

13. The Method of Selecting Employees to Work on a Holiday

Referenced in 1987 National Agreement:

Article 11, Section 6.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 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.”

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 management. It is designed to ensure that as many full-time and part-time regular employees as possible who do not wish to work the holiday

do not have to work. The sample proposal below accomplishes that purpose. Because it requires that Carriers who will be paid overtime are called before Carriers who will receive premium pay, it is the strongest possible proposal for this item.

Sample Proposal:

Ÿ *“Management will select Carriers to work on holidays in the following order:*

1. *Casuals*
2. *Part-time Flexibles*
3. *Full-time Regulars who volunteer to work on their nonscheduled day by seniority*
4. *Full-time Regulars who volunteer to work on their holiday or day designated as a holiday by seniority*
5. *Full-time Regulars who did not volunteer on what would have otherwise be their non-scheduled day by inverse seniority*
6. *All other non-volunteer full-time regulars by inverse seniority.*

If, after the posting period, a need develops for additional or replacement employees, employees shall be selected according to the same order as above.”

NOTE: This wording coincides with the of the interpretation of both the NALC and the Postal Service at our Regional level.

14. Whether "Overtime Desired" List in Article 8 Shall Be by Section And/or Tour

Referenced in the 1990 national agreement:

Article 8, Section 5.B.:

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

The best method to implement the use of the “Overtime Desired” list is by section. Any other method involves the crossing of employees from one section to another. It should be noted that some Branches identify the individual sections by number in the Local Memorandum of Understanding. It should be emphasized that Item #14 is limited simply to whether the ODL will be posted by section or by tour nothing else. 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.C.2. of the National Agreement.

Sample Proposals:

Ÿ *“Overtime lists will be by Sections as defined in this Memorandum of Understanding.”*

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

1. *All parcel post Carriers are a separate section.*
2. *Collections shall comprise a separate section.”*

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

- 1. Parcel Post Delivery*
- 2. Collections*
- 3. Zone 4*
- 4. Zone 13*
- 5. Zones 1, 2, & 55”*

See Exhibits #9, 10 & 24.

15. The Number of Light Duty Assignments Within Each Craft or Occupational Group to Be Reserved for Temporary or Permanent Light Duty Assignment

Referenced in the 1990 national agreement:

Article 13, Section 3:

“Due to varied size installations and conditions within installations, the following important items having a direct bearing on these reassignment procedures (establishment of light duty assignments) should be determined by local negotiations.”

Article 13, Section 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 experience as to the number of reassignments that can be expected during each year . . .”

Exhibits #116, 17, 18 & 19 show what others have done.

16. The Method to Be Used in Reserving Light Duty Assignments So That No Regularly Assigned Member of the Workforce Will Be Adversely Affected

Referenced in the 1990 national agreement:

Article 13, Section 3.C.:

“...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.”

Exhibits #16, 17, 18 & 19 might help.

17. The Identification of Assignments That Are to Be Considered Light Duty Within Each Craft Represented in the Office

Referenced in the 1990 national agreement:

Article 13, Section 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.”

Article 13, Section 3.B.:

“Light duty assignments may be established from part-time hours, to consist of 8 hours or less in a service day and 40 hours or less in a service week. The establishment does not guarantee any hours to a Part-time Flexible employee.”

Article 13, Section 3.C.:

“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.”

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

- Ÿ 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 that might require more light-duty assignments than you have generally required. Your proposal should ask for more than what you intend to settle for. For example, you might begin by proposing that every letter carrier who needs a light-duty assignment should receive one with the fallback position that every Carrier requiring a temporary light-duty assignment will be accommodated. If you can't negotiate either of the above positions, then perhaps you will have to settle for increasing the number if you even have a stated number in your local MOU. Management probably will look for some sort of “reasonable accommodation” language. A final position by far the weakest is a provision that “Light duty assignments will be established by consultation to provide maximum possible light duty work in the Carrier Craft.”
- Ÿ As part of the method to be used in reserving light-duty assignments to minimize the impact of these assignments on the regular work force, you might attempt to negotiate that management reduce the hours of Casuals to reserve a sufficient number of light-duty assignments.
- Ÿ Management has been finding limited-duty assignments for Carriers on OWCP. Consequently, one way to define light-duty assignments and attempt to negotiate these same duties into a definition of light-duty assignments.

Sample Proposals:

- Ÿ *“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.”*
- Ÿ *“The Postmaster shall make every effort to employ Letter Carriers in their own Station(s) or Branch(s) for light-duty assignments.”*

Ÿ *“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. *Redoing Carrier route books;*
5. *Coverage of suitable Collection routes;*
6. *Labeling the inside of apartment boxes;*
7. *Training new employees when training is done at the station level by a craft employee.”*

Ÿ *“Identification of Light Duty Assignments. A “light-duty” assignment is any assignment within the physical capabilities of an employee who is temporarily or permanently incapable of performing their normal duties because of illness or injury.”*

See Exhibits #16, 17, 18, & 19.

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

Referenced in the 1990 national agreement:

Article 12, Section 5.C.4.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.”

To understand fully the objects provided by this item, as well as Items 21 and 22, you should understand fully the reassignment provisions of the National Agreement contained in Article 12, Sections 4 and 5. While they are an extremely long and complex series of provisions, the key to understanding their purpose is to remember that they were designed to alleviate the dislocation and inconvenience to regular employees who are compelled to change assignments due to changing work route requirements in the Postal Service. This usually comes about when the Service “excesses” employees from one installation to another. You should note that reassignments by Sections conflicts with citywide bidding, so if you have citywide bidding there is no need to identify sections for reassignment purposes. But, if you wish to identify each Section within the bidding, then you will wish to retain this identification for purposes of reassignments due to excessing. You may also want to identify Stations within a particular installation. The next few years will undoubtedly cause dramatic changes in our jobs as Letter Carriers. Automation and other innovations have more potential than ever of causing routes to be excessed. Therefore, you might want to consider defining a “section for reassignment purposes” as narrowly as possible.

Sample Proposals:

Ÿ *“A section shall be defined as a delivery unit throughout the _____ Post Office (e.g., the General Postal Office is a delivery unit, etc.).”*

ŷ “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:
(list of sections should be inserted here)”

See Exhibits #20 & 27.

19. The Assignment of Employee Parking Spaces

Referenced in the 1990 national agreement:

Article 20, Section 3.:

“Parking is a proper subject for discussion at local Labor/Management Committee meetings. The location of new, additional, or improved parking facilities; the number of parking spaces; security and lighting in the parking areas as well as similar subjects are proper agenda items for such meetings. The local Labor/Management Committee may make recommendations to the installation head concerning such subjects.”

The intent of this item is for the parties to negotiate about the number of existing parking spaces that will be allocated to Letter Carriers. It is not now, nor has it ever been the intention that we negotiate about the construction of additional spaces.

There are several possibilities:

- ŷ Assign available spaces to senior employees;
- ŷ Provide that Union officials have parking spaces;
- ŷ Provide that the spaces will be filled on a first come first served basis;
- ŷ Refer to how unused vehicle parking spaces can be used for employee parking.

Sample Proposals:

- ŷ *“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.”*
- ŷ *“The private use of parking spaces available to Letter Carriers will be permitted on a first come first served basis.”*
- ŷ *“The Letter Carrier craft shall be allocated _____ (number) of parking spaces that shall be designated on a _____(first come first served or seniority) basis.”*
- ŷ *“At each unit where space is available, the Employer shall allow the 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 _____ (first come first served or seniority) basis.”*

Exhibits #21, 22, 23 & 24 give some examples.

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

Referenced in the 1990 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.”

Article 24, Section 2.C.:

“If the requested leave falls within the choice vacation period and the request is submitted after the determination of the choice vacation periods schedule, the Employer will make every reasonable effort to grant such request, consistent with service needs.”

It is important to note that “Union activities” as it pertains to this item differs from the reference to National and State conventions included in Item 8. Obviously, “Union activities” includes a variety of Union programs other than simply conventions for example legislative rallies, rap sessions, etc.. The best possible language here is to provide that no annual leave granted to participate in Union activities will be charged to the Branch's total choice vacation period regardless of when this leave has been requested. However, you may have to accept language that requires leave be approved before determination of the choice vacation schedule.

Sample Proposal:

Ÿ *“Annual leave to attend Union activities will not be considered part of the choice period allotment.”*

See Exhibits #13 & 14.

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

Referenced in the 1990 national agreement:

Article 41, Section 1.A.3.:

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

Article 41, Section 1.A.5.:

“Whether or not a Letter Carrier route will be posted when there is a change of more than one (1) hour in starting time shall be negotiated locally.”

Article 41, Section 1.B.2.:

“Posting and bidding for duty assignments and/or permanent changes in fixed nonwork days shall be installation-wide unless local agreements or established past practice provide for sectional bidding or other local method currently in use.”

Article 41, Section 1.B.3.:

“The notice shall remain posted for 10 days unless a different length for the posting period is established by local negotiations.”

Article 41, Section 2.B.3.:

“Full-time reserve Letter Carriers, and any unassigned full-time Letter Carriers whose duty assignment has been eliminated in the particular delivery unit, may exercise their preference by use of their seniority for available craft duty assignments of anticipated duration of five (5) days or more in the delivery unit within their bid assignment areas, except where the local past practice provides for a shorter period.”

Article 41, Section 2.B.4.:

“Part-time Flexible Letter Carriers may exercise their preference by use of their seniority for vacation scheduling and for available full-time craft duty assignments of anticipated duration of five (5) days or more in the delivery unit to which they are assigned.”

Article 41, Section 3.O.:

“The following provision without modification shall be made a part of a local agreement when requested by the local Branch of the NALC during the period of local implementation; provided, however, that the local Branch may on a onetime basis during the life of this Agreement elect to delete the provision from its local agreement:

“When a Letter Carrier route or full-time duty assignment, other than the Letter Carrier route(s) or full-time assignment(s) of the junior employee(s), is abolished at a delivery unit as a result of, but not limited to, route adjustments, highway, 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.”

Since items 21 and 22 incorporate areas that overlap with one another, we suggest you negotiate these items together. It is also recommended that you approach these items by organizing your proposals under the following categories each of which will be discussed in turn:

Scope and method of posting and bidding (Installation, Section, or Other)

Article 41.1.A.3&5; Section 1.B.2&3;

Posting of all assignments of Carriers junior to Carrier whose assignment has been abolished
Article 41.3.O.

Scope and method of posting and bidding (Installation, Sectional, or Other)

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 another 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 sectional method or another method such as, for example, limiting the bidding for fixed days off to the six Carriers on a “string.”

Sample Proposal:

Ÿ “Notice inviting bids shall be posted on a _____ (Section-wide or Installation-wide) basis.”

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

Sample Proposal:

Ÿ “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.”

You should negotiate the exact procedure that will be used for both the posting and bidding. For example, you should negotiate language that will establish how many days the notice inviting bids will be posted and which notices require the Postal Service to provide copies of the notice to the local Union. Provisions enabling absent employees to receive the notice as well as requiring the presence of a Branch Steward when the bids are opened also should be included in your local Memo.

Sample Proposals:

Ÿ “Notice inviting bids for Letter Carrier craft assignments and to such other assignments to which a Letter Carrier is entitled shall be posted on the official bulletin board for _____ days. Copies of the notice shall be given to the local Union. When an absent employee has so requested in writing, showing their mailing address, a copy of any notice inviting bids shall be mailed to the employee.”

Ÿ “Letter Carriers shall make their bids in writing to the manager in charge by _____ (time) on the final day. When more than one assignment is posted, letter carriers shall have the right to bid for all assignments, stating their preference (i.e., 1st choice _____ ; 2nd choice _____ ; and 3rd choice _____). A Steward or other Union representative shall be present when the bids are opened.”

You should note that unless you negotiate on the number of days the posted, it will remain posted for ten (10) days. While you may wish to reduce this number somewhat, remember that anything less than five (5) days will create hardships for Carriers on leave or off on long weekends.

Sample Proposal:

Ÿ “The notice inviting bids shall remain posted for _____ (number) days.”

Article 41, Section 1.A.5. allows local Union to decide whether assignments should be posted if there is a change of more than one (1) hour in starting time. This is simply a matter of determining what each "bidding unit" (section, installation) prefers.

Sample Proposal:

Ÿ “Letter Carrier assignments _____ (shall, shall not) be posted when there is a change in starting times of more than one (1) hour.”

While quite often the bidding of fixed nonscheduled days, in offices that have them, and assignments take place simultaneously, some Branches prefer to post and bid the fixed nonscheduled day and the assignment separately. One method is to post the nonscheduled day before posting the assignment.

Sample Proposal:

Ÿ *“Nonscheduled days shall be posted and bid _____ (before, separately from) Letter Carrier assignments.”*

Management will be very reluctant to agree to posting and bidding nonscheduled days separately because of the need to realign utility or T6 swings. A more palatable method is to post the nonscheduled day only to the Carriers on the string where the vacancy occurs. When this is completed, the assignment and the remaining nonscheduled day are posted together.

Sample Proposal:

Ÿ *“A nonscheduled day shall be posted for bid only in the string where the vacancy occurs. After the bidding is completed, the remaining nonscheduled day shall be assigned to the vacant assignment.”*

The method of posting and bidding craft assignments of anticipated duration of five (5) days or more (“opting” as provided by Article 41, Section 2.B.3&4 by full-time, reserve, unassigned regular, and part-time flexible Letter Carriers) may be negotiated locally.

Sample Proposal:

- Ÿ “1. *At each work location, management shall post all temporary vacant full-time craft duty assignments of anticipated duration of five (5) days or more.*
2. *Full-time reserve, unassigned regular, and part-time flexible Letter Carriers may indicate their preference for such assignments until twenty four (24) hours before an assignment commences.*
3. *Twenty four (24) hours before the assignment commences, the senior Carrier having indicated their preference shall be notified that they are awarded the assignment.*
4. *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 employee who shows a preference.”*

Article 41.3.O. requires that whenever the Branch requests that the language contained in that Section be incorporated in the local Memorandum, management must agree to this. It requires posting of all assignments of Carriers junior to the Carrier whose assignment has been abolished. The language may be incorporated into the local in it's entirety. Exhibits #25, 26, 27, 28 & 29 might help.

IMPASSE



Article 30, Section C

“All proposals remaining binding arbitration, with the _____ in dispute may be submitted to final and written authorization of the national Union President. The request for arbitration must be submitted within 10 days of the end of the local implementation period. However, where there is no agreement and the matter is not referred to arbitration, the provisions of the former local memorandum of understanding shall apply, unless inconsistent with or in conflict with the _____ National Agreement.”

Remember that impasse arbitration (sometimes called “interest arbitration”) differs substantially from “contract arbitration.” In “interest arbitration” you generally have no contractual language to prove your position. You are essentially looking to acquire rights for the future as opposed to asserting rights claimed to have been vested in the past.

Impasse will be determined based on a variety of factors such as:

- ŷ number of sessions.
- ŷ bargaining history.
- ŷ the importance of issues over which there is no agreement.
- ŷ the length of differences on these issues.
- ŷ the mutuality of understanding of the existence of impasse.

If Management wants to open negotiations on something that you want to leave alone, you still have to negotiate it. “Good faith bargaining” is absolutely necessary if you are to prevail. It is one key indicator of “Good Faith.” “Movement” means that you will need to show efforts at compromise. If you have to negotiate on something that you don’t want to negotiate, start by asking for more than you have now. You can always work back down to your original position to show “movement.” Having shown that, if you go to Impasse, chances are good that you will end with what you have now.

Per Se violations of the obligation to bargain in good faith are:

- ŷ refusal to meet.
- ŷ insistence on bargaining on a non-mandatory subject.
- ŷ refusal to sign an agreement.
- ŷ **refusal to supply information.**
- ŷ a unilateral change.

Management may not make a unilateral change in your MOU. National Arbitrator Mittenthal ruled (case #N8W0406, September 21, 1981) that Postal Service management **must follow local MOUs** even if the subject matter of those MOUs is not included within the 22 items set forth in Article 30. “Surface Bargaining” is unlawful as one form of “bad faith bargaining.” It is in effect a refusal to bargain. It amounts to going through **the motions of bargaining** for the purpose of meeting the bargaining obligation, but with the **purpose of avoiding an agreement.**

Factors include:

- Ÿ predetermined and inflexible position on important issues.
- Ÿ agreement reached on only minor issues.
- Ÿ delaying tactics.
- Ÿ an apparent intent to reach impasse.
- Ÿ arbitrary scheduling of the time and day of bargaining meetings.
- Ÿ failure to designate representatives with sufficient authority.
- Ÿ changing positions on issues previously agreed upon.
- Ÿ refusing to offer reasons or explanations for positions which are adopted.
- Ÿ refusing to offer counter-proposals.

To prevail at impasse arbitration, you must be able to persuade the arbitrator that:

- Ÿ A genuine problem exists.
- Ÿ The present MOU language, if any, is not adequate to resolve the problem.
- Ÿ The proposed language, or change, would correct the problem (makes sense).
- Ÿ The proposed language, or change, is not inconsistent or in conflict with the National Agreement.

Obviously, the more documentation you have, the more likely it is that you will be able to convince the arbitrator that your position is proper. In fact, if your position is sound and well documented at the onset of negotiations, you will be much more likely to receive a favorable response from Management. That would avoid the cost of an arbitration in time, money, energy, and frustration.

Go back and review Exhibit #1 to make sure that you are well prepared. Go back to Square 1.



This booklet is not intended to be accepted as all encompassing with regards to Article 30, but is intended to assist local Branches in the Local Negotiation process. Negotiation is a complex and sometimes confusing process. It is easy for the inexperienced to intend one thing and actually to negotiate and/or write down something entirely different. Your Business Agent is the expert. Rely on his expertise and advice. If you have unanswered questions, contact your National Business Agent's office for assistance.

EXHIBIT #1

Annual Leave each week during the choice vacation period

Background:

This item determines the number of employees who will be allowed off on Annual Leave during each week of the choice vacation period. In 1978, the Parties agreed to set this number by a percentage of the employees in the Carrier Craft at the beginning of each year during the life of the Contract. The percentage established in 1978 was 15% with the whole number “kicker” at .65 (i.e. if the percent off did not compute to a whole number, then, when the number reached .65, an additional employee would be allowed off). This percentage remained in effect during the 1981-84 Contract as well since there were no negotiations during 1981. In 1985, the percentage was renegotiated to 13% with a “kicker” at .5.

Union’s initial proposal: (submitted 10/20/87)

The Union’s initial proposal in 1987 was to raise the percentage to 18%. The reasons for this proposal was two-fold:

- U A review of the number of weeks (either 2 or 3) that each employee is entitled to during the CVP (Choice Vacation Period) indicates a total of 257. With the proposed 19 week CVP, there would have to be at least 14 Carriers off during each week of the CVP to allow all Carriers to choose the number of weeks entitled. With a complement of 92 Carriers, the percentage would have to be raised to a minimum of 15% to accomplish this.
- U The Kent Post Office has 23 PTF Carriers. Management can easily handle having 18% (17 Carriers) off during each week of the CVP.

Management’s initial proposal: (submitted 10/20/87)

Management’s initial proposal was to leave the percentage at 13%. The reasons given for their proposal was that there were not enough employees to cover that many Carriers off during the CVP.

Counter-Proposals: (10/27/87)

Management again offered 13% off. They stated that their figures showed that there were only 240 man-weeks needed to provide for the number of weeks entitled. (The Union said 257!)

The Union disagreed with management’s figures and requested a copy of PS Form 7 which would show the number of weeks to which each Carrier was entitled.

There was also further discussion on this date concerning the length of the CVP.

Based on the PS Form supplied by management, the Union stated that it’s figures of 257 man-weeks during the CVP were correct and, that in order to allow Carriers to choose the number of weeks to which they were entitled, management would have to allow;

- U 14 Carriers off each week during a 19 week CVP,
- U 13 Carriers off each week during a 20 week CVP, or
- U 12 Carriers off each week during a 21 week CVP.

The Union pointed out that this was based on 91 employees. In the coming years, the complement would raise and more would be allowed off. As a counter-proposal, the Union submitted the following.

Counter-Proposals: (10/29/87)

The Union would agree to a 21 week CVP (the last week in May to the 3rd week in October) if management would agree to the following proposals.

- U** Raising the percentage off in Item 12 (non-CVP time) from the present 8% to 10%.
- U** Changing Item 4.f/ to allow four (4) employees off during the period December 14 to 25. (Currently on a day-to-day basis)
- U** Provide for 13% off during the Friday and Saturday of the State Convention.

The Union stated that this proposal would allow for two less Carriers off for management to cover during the CVP, and one more Carrier off during non-CVP. It would also allow four more Carriers to plan to spend the week prior to Christmas with their families which would be a great morale booster.

Management could easily cover 13% during State Convention as this would only be two days during the week, and subs could be scheduled so that they would be available .

Management returned to the table after caucus on these proposals and stated that before they addressed them, there were some related proposals that needed to be clarified. These were discussed. When the Union asked to return to a discussion of the previous proposal. Management stated that they “couldn’t buy” any of the Union proposals based on “the needs of the office.” When the Union asked for clarification of that remark, management stated that as far as they were concerned, the meeting was over and that they would be unavailable for any further meetings. The Union again sought clarification and management stated that the “meeting is over.”

The Parties agreed to return to the bargaining table on final time on 11/03/87.

The Union restated it’s proposals submitted on 10/29/87 and asked for management’s response.

- U** Management stated that raising of the number off during non-CVP to 10% was too high. “I can’t handle that many people. . .more than I can comfortably live with.”
- U** As to allowing four Carriers off during December 14-24, management stated, “No. That’s our heaviest period.”
- U** Management agreed that they could live with allowing 13% off during the weekend of the State Convention.

Counter-Proposal: (11/03/87)

The Union submitted the following counter-proposal.

- U** In order to get the four (4) off during December, the Union would agree to lower the percentage off in CVP to 12.5% over a 24 week period.

This would give management two less Carriers off during CVP. The 24 week period would be necessary to allow all of the Carriers their respective 2 or 3 weeks if only eleven (11) were to be off each week.

- U** Set the percentage during non-CVP at 8%, but make the “kicker” any fraction over that.

This would allow one more Carrier off the first year but, it would be at least two more years before that number would go up.

- U** 13% off on the Friday and Saturday of State Convention.

Management responded that they could not accept the “four off in December.”

The Union asked about Items 2 and 3.

Management said “only on a day-to-day basis - no guarantees.” They also said that they would not lower the “kicker.” Management said that they would allow the 13% off during State Convention. The Union responded that this was not enough movement to get us to lower the percentage below 14%. Fourteen percent was the minimum needed to allow all Carriers their respective 2 or 3 week guarantees during the 20 week CVP now in the LMOU.

Management responded that was the “best they could do.”

The Union and management signed off on those items not remaining in dispute. Item 5, which designates the CVP was signed off as in the previous LMOU.

Analysis:

The Parties have agreed that the CVP will be from the last Monday in May to the second full week of October. This is a twenty (20) week period.

The complement of Carriers in the Kent Post Office is currently 92 and is projected to rise about 6-8% per year. Of the current force, PS Form 7 indicates that:

U 73 Carriers will be entitled to 3 weeks during CVP as of 01/01/88

U 19 Carriers will be entitled to 2 weeks during CVP as of 01/01/88

Two hundred fifty seven (257) weeks are necessary to satisfy the entitlement. With a twenty week CVP, thirteen (13) Carriers must be allowed off each week to assure their entitlement. The minimum percentage that provides that is 14%.

The Union contends that the percentage in Item #9 must be raised to 14%. That is an acceptable settlement to us.

EXHIBIT #2

Problem

The present provisions of Article 41, Section 1.A.1 have sparked controversy concerning the status of newly promoted PTF Carriers.

Proposal

Amend Article 41, Section 1.A.1 to clearly specify the status of newly promoted PTF Carriers.

EXHIBIT #3

Status of Newly Promoted Ptf Carriers “Talking Papers”

Article 41, Section 1.A.1 provides only two possible classifications for Letter Carriers newly promoted to full-time regular from part-time flexible: reserve regular letter carrier, or “unassigned regular.” However, neither of these possibilities is consistent with the rest of the Contract.

Classifying a newly promoted part-time flexible as a reserve letter carrier conflicts with the seniority and bidding provisions of Article 41. The parties agree that reserve regular positions are “bid” positions. A PTF letter carrier promoted into a reserve letter carrier position would attain a “bid” position that was never posted and for which other, senior employees never had the opportunity to bid. This defeat the well-established principles of seniority.

An alternative would be to classify newly promoted employees as “unassigned regulars” since they have not yet had the opportunity to bid. However, Article 41, Section 1.A.1 expressly limits the definition of an “unassigned regular” to those full-time letter carriers who are “excess to the needs of the delivery unit and are not holding a “bid” assignment.”

Because grievances are sometimes filed concerning the proper characterization of newly promoted letter carriers, we propose to clarify Article 41 on this point.

EXHIBIT #4



EMERALD EMPIRE BRANCH NO. 916 NATIONAL ASSOCIATION OF LETTER CARRIERS

TO: Postmaster
541 Willamette
Eugene, OR 97401-9998

RE: Notice of intent to negotiate LMOU between USPS and Branch 916, NALC

This is to inform you that, pursuant to the provisions of Article 39, Sections A & B of the 1995 National Agreement, Branch 916, NALC wishes to negotiate regarding the LMOU with the management of the Eugene Post Office.

We request as meeting with you and the members of your staff as soon as possible to establish the procedures which will be utilized during the course of these negotiations, as well as meeting dates, times, and places.

Sincerely yours,

President

Branch 916, NALC

EXHIBIT #6

Negotiations Preparation Checklist

| Review of Prior Negotiations | Assigned To | Completion Date |
|--|-------------|-----------------|
| < Agendas from previous negotiations | _____ | _____ |
| < Notes or minutes of previous negotiations if available. Study arguments made and answers given. Mark and index subject areas anticipated in upcoming negotiations. | _____ | _____ |
| < Evaluate successes/failures in past negotiations - tactics, timing, concessions, gains, etc. What can be learned from those experiences? Were bargaining objectives met? If not, why not? | _____ | _____ |
| < Review settlement agreements and and “side settlements.” | _____ | _____ |
| < Collect all oral or written commitments made during prior negotiations and since last agreement. Have all commitments been carried out? Do any need to be revised, eliminated, and/or incorporated into the new agreement? | _____ | _____ |
| < What were key issues in previous negotiations? Are they likely to surface again? Determine necessary preparations to deal with these issues. | _____ | _____ |
| < Who were the dominant personalities in prior negotiations? Will they be involved again? Will their presence or absence be a factor in the upcoming negotiations? What can be done to maximize or minimize that influence? | _____ | _____ |
| Review of experience during term of last Agreement | | |
| < Thoroughly study the current agreement to identify any provisions that require modification. | _____ | _____ |
| < Solicit input from members regarding needed changes in the current agreement. | _____ | _____ |
| < Analyze grievance experience from period of last agreement. Consider the origin of grievances, subject matter, pattern of grievances sustained or denied. Study arbitration awards regarding needed changes in contract application. | _____ | _____ |
| < Review minutes of Labor/Management meetings which occurred during term of last agreement. | _____ | _____ |

- < Review and analyze any disruptive incidents, problem areas, etc. to determine if they will, or should, influence negotiations. _____

Data Collection

- < Prepare a historical summary of key factors. _____
- < Prepare a chronology of changing factors. _____

Develop Strategy

- < Establish overall objectives for the negotiation. _____
- < Determine what changes in language are necessary. _____
- < Prepare drafts of needed changes. _____
- < Determine what, if any, proposals identified above should be part of the initial bargaining agenda, or reserved for counteroffers or counterproposals. _____
- < Prepare background material, data, arguments, and/or other information to support all of your proposals. Consider charts or visual aids as appropriate. _____
- < Prepare a rough negotiating timetable. _____
- < Prepare your opening statement for negotiations. _____
- < Establish guidelines for your team to follow through negotiations. _____

Preparations regarding management's proposals

- < Anticipate management's proposals. Investigate, research and obtain all necessary information on those which are new, complex, and/or significant. _____
- < When management's agenda is received, thoroughly analyze **each demand**.
 - ý What does it mean? Do we need more information? _____
 - ý What are the immediate effects if granted? _____
 - ý What are the long range effects? _____
 - ý How strongly do they feel about it? _____
 - ý How strongly do we feel about it? _____
 - ý What prompted the request? _____
 - ý Is there really a problem? Can it be solved another way? _____
 - ý How is it handled elsewhere? _____
- < Prepare statements, arguments, alternative solutions, and counterproposals for each proposal. _____
- < Draft contract language where necessary. _____

EXHIBIT #7

RULES & PROCEDURES FOR LOCAL NEGOTIATIONS

Representatives of the _____ (City, State) Post Office, USPS, and Branch _____ NALC, AFL-CIO, agree to conduct negotiations for a Local Memorandum of Understanding in accordance with the following procedures:

Designation of Parties

For use in these Rules and Procedures, the NALC will be referred to as the Union and the _____ Post Office, USPS will be referred to as the Employer.

Place of Negotiating Sessions

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

Time schedule for Negotiating Sessions

Negotiations will be conducted _____ (What days?) 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 canceled, 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 _____ (Date) at _____ (Time).

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.

Negotiating Teams

The Negotiators for the Parties shall be:

Union Spokesman _____

Employer Spokesman _____

Members _____

Members _____

Alternates.

Either Party may designate negotiators to serve in place of each regular negotiator. Alternates may be present at any or all negotiating sessions.

Change of Negotiators.

If either Party finds it necessary to change negotiators or alternates, the spokesperson for either Party shall notify the spokesperson for the other Party of such change.

Technicians.

Technicians may attend negotiating sessions at the discretion of either Party.

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 the purpose, scope, authority, and operations of such committees.

Rules of Order

The spokesperson for each Party may speak at his or her own discretion. The other negotiators and technicians may speak when recognized by their respective spokesperson. The spokespersons shall serve as Co-Chairs at each negotiating session.

Order of Business

The regular order of business at any negotiating session will normally be as follows:

1. Unfinished business from preceding sessions.
2. Items on the agenda as agreed upon by the Parties at the preceding session.
3. Submissions of additional proposals or counter-proposals.
4. Establishing the agenda for the next session.

Minutes

No official minutes or transcript or physical record of the negotiating sessions shall be made. However, either Party shall be allowed to prepare unofficial minutes and to keep unofficial notes for it's own use.

Tentative Agreements

When a proposal on a specific issue has been agreed to by the Parties, it shall become effective upon conclusion of the negotiations and the execution of the Memorandum of Understanding by the Parties with the exception of any 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.

Impasses

In regard to those issues where no agreement has been reached and thus are still in dispute at the end of the 30-day negotiations period, the Parties shall follow the impasse procedure provided for in the Memorandum of Understanding between the National Association of Letter Carriers and the United States Postal Service, dated _____, 1995.

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 LMOU immediately after the Parties to these ground rules have been notified of final action taken on such impasse items at the Area level, or through arbitration and they shall be implemented at such specific time as specified in such impasse resolution.

Changes in Rules and Procedures

After the commencement of negotiations, changes and additions to these rules and procedures may be made through negotiation and agreement by the spokesperson for both Parties.

| | |
|--|---------------------------------|
| Signed on behalf of Branch _____, NALC | Signed on behalf of _____, USPS |
| Name _____ | Name _____ |
| Title _____ | Title _____ |
| Date _____ | Date _____ |

EXHIBIT #8

Additional Wash-up Time

1. Article 8, Section 9, provides reasonable wash-up time for a Letter Carrier who performs dirty work.
 2. It is agreed that any Letter Carrier should be granted such time as is reasonable and necessary for washing up after performing dirty work, or incident to personal needs.
-

EXHIBIT #9

Article 8

Hours of Work

Section 1. Overtime Work

Overtime shall be scheduled according to an "overtime desired list" maintained by seniority on a rotating basis within the same pay location.

In order to assure that overtime will be scheduled on an equitable basis to those employees on the list, appropriate records will be maintained on a standard form, updated and posted on a daily basis. A telephone call shall be considered an opportunity and so posted.

Section 2. Non-Scheduled Assignment

In the event a regular assigned Carrier is requested to work on his/her SDO, he/she shall be assigned to work on his/her own route. A T-6 Carrier who works on his/her SDO shall be used to perform Carrier work on his/her string of routes.

Section 3. Work Week

During the term of this local agreement, the regular work week will be on a rotating days off schedule.

Section 4. Wash-Up Time

Letter Carriers shall be allowed three (3) reasonable wash-up periods per day. One in the morning before leaving for the route; one before lunch period; and one before ending the tour of duty. Such wash-up will be recorded as a Line 21 item on Carrier Worksheet 1838-C and credited as part of the evaluated work day during route adjustment.

EXHIBIT #10

Article 8 Hours of Work

Section 1. Wash-Up Time (Article 30, Section B.1)

Employees shall be guaranteed reasonable wash-up time when performing dirty work.

Section 2. Fixed or Rotating Days Off (Article 30, Section B.2)

All City Delivery Routes will be on a rotating days off schedule, except for Parcel Post Routes which will be on fixed days off. Those Parcel Post Routes that are now on "rotating days off" will continue as is for the life of this agreement.

With the mutual agreement of the NALC President, Branch 82, and the Postmaster, Portland, or his/her designee, Business Routes (70% or more business deliveries) may have "fixed days off."

Section 3. Overtime Desired List (Article 30, Section B.14)

A. The Overtime Desired List for Carriers will be by Sections as follows:

1. The Main Office Carrier Unit,
2. The Parcel Post Delivery and Collection Section,
3. Any Carrier Station or Branch, except University Station,
4. University Station will be divided into two separate areas. Carriers serving on letter delivery routes in Zones 4 and 5 will be one area. Carriers serving in all other duty assignments at University Station will be another area.

B. In University Station and the Main Office Carrier/Parcel Post Sections, when the Overtime Desired List is fully utilized in either zone, management, at their discretion, may utilize the other Overtime Desired List within these Units.

EXHIBIT #11

Article 30 Curtailement of Termination of Postal Operations

During times of civil disorders or emergency conditions, the installation head or his designees will determine whether conditions are such that postal operations should be curtailed or terminated, taking into account the needs of the service, local conditions, and the welfare of postal employees.

EXHIBIT #12

Guidelines for curtailment.

After a thorough review of Local Authority declarations when Postal Authorities declare an emergency condition exists which endangers the well-being of a carrier, they shall take prompt action to alleviate such danger. At such times when a carrier is outside the office and management communications to him regarding the emergency which may affect his well-being cannot be given him in a timely manner, it is natural for the carrier to determine the proper actions to take based upon his mature good judgement; when and if such is done, he shall communicate with management as soon as possible.

EXHIBIT #13

Article 10

Leave

Section 1. Annual Leave

- A. In the scheduling of annual leave the choice periods will be considered as those occurring between June 1 through September 30.
- B. Twenty percent (20%) of the carrier complement shall be allowed off during each week of the choice vacation period. In those instances where computing the twenty percent (20%) does not result in a whole number, and the fractional result is .1 or higher, the next whole number shall be considered the correct figure. Twelve percent (12%) of the carrier complement shall be allowed off during each week outside of the choice period.
- C. Delegates to National Association of Letter Carriers State and National conventions, State and National seminars and Legislative conferences, State and National AFL-CIO conventions, and State and National Credit Union conventions shall be given prime consideration in allotment of leave to attend these activities. This leave shall not be charged as their choice period. The Union will notify the Seattle Post Office by January 1 of the names of the delegates to such conventions and the dates involved. Military Leave, Jury Duty and other civic duties shall not be charged to an employee's choice vacation period.
- D. In each station or Branch, seniority will be used in the selection of vacation in the choice period. Basis for seniority will be current city-wide seniority list.
- E. Selection of Annual Leave shall begin on January 1 and be completed within 30 days, each employee being given a maximum of two days to make his choice. Each Employee shall have the opportunity to make a first selection, which must be in the choice vacation period. Such a unit of vacation to be a period of consecutive working days not to exceed the limits provided for in the National Agreement. (No employee will be allowed to select two separate units until all employees have had an opportunity to make a first selection.) After each employee has had an opportunity to make a selection in the first round, a second round shall begin with subsequent rounds until the time available is either exhausted or the employees indicate no further desire to

select.

All selections, subsequent to the first round, may be in or out of the choice vacation period. After January 30, weeks may be assigned on the basis of time available.

- F. There shall be no exchanges or trading of leave periods. Vacated periods shall be posted and assignment made by basis of seniority.
- G. Any employee transferring from one station to another station shall be granted his annual leave as previously chosen in the station from which he transferred.
- H. Scheduled vacations during the year shall begin on Monday and end on Sunday. The Saturday preceding the scheduled vacation period will be granted, if possible.

EXHIBIT #14

Article 10

Leave

L. Annual Leave

In scheduling of annual leave, the choice periods will be considered as those occurring between April 1st and Labor Day.

- B. 1. Delegates to National Association of Letter Carriers' state and National AFL-CIO conventions, and state and National Credit Union Conventions, shall be given prime consideration in allotment of leave to attend the activities. This leave shall not be charged as their choice period. The Union will notify Management by December 15 of the names of Delegates to such conventions and the dates involved.
- 2. Military leave, jury duty, and other civic duties shall not be charged to an employee's choice vacation period.
- C. Seniority will be used in the selection of vacation in the choice period. Basis for seniority lists.
- D. Selection of annual leave shall begin on December 15 and be completed within thirty (30) days, each employee shall select a first choice, which must be in the choice period. Such unit of vacation is to be a period of consecutive working days not to exceed the limits provided in the National Agreement. (No employee will be allowed to select two separate units until all employees have had an opportunity to select a first choice.) After each employee has had a first choice, a second round shall begin with subsequent rounds until the time available is either exhausted or the employee indicates no further desire to select. When vacation drawing is completed, the results shall be posted in a conspicuous place in the workroom area. This is considered to be the official notice. After the selection period, annual leave requests that are granted consisting of a partial day or more shall be granted in accordance with Section 1H.
- E. There shall be no exchanges or trading of leave periods. Vacated periods will be posted and assignment made by basis of seniority.
- F. Any employee transferring from one station to another station shall be granted his annual leave as previously chosen in the station from which he transferred.
- G. Scheduled vacations during the year shall begin on Monday and end on Sunday. The Saturday

preceding the scheduled vacation period will be granted, if possible.

- H. Eighteen percent (18%) of the carrier complement shall be allowed off during each week of the choice period. In those instances where computing the eighteen percent(18%) does not result in a whole number, and fractional result is higher than .5, the next whole number shall be considered the correct figure. Eight percent (8%) of the carrier complement shall be allowed off during each week outside of the choice vacation period. In those instances where computing the eight percent(8%) does not result in a whole number, and the fractional result is higher than .5, the next whole number shall be considered the correct figure.
- I. Annual leave requests granted in other than the selection period will be on a first come first served basis. Carriers requesting such leave must submit Forms 3971 Monday prior to the posting of the schedule for the service week involved to be assured of available leave. Management will reply promptly indicating approval or disapproval within, but not later than, seventy two (72) hours following submission of Forms 3971.

EXHIBIT #15

Leave

The choice vacation period shall be 23 weeks and shall start from the first full week in May for 23 weeks after.

The numbers off during any one week in the Choice Vacation Period shall be based upon the following formula:

As of December first, the number of regular full-time carriers and part-time flexible carriers shall be totaled; such total shall be multiplied by three and the result shall be multiplied by three and the result shall be divided by 23 which then determines the maximum number which may be allowed in any one week.

EXHIBIT #16

Article 13

Assignment of Ill or Injured Regular Work Force Employees

Section 1

An available light duty assignment shall be granted to any employee qualified under Article 13 of the Agreement, within the physical limitations and medical consideration of the individual. Every effort must be made to provide a light duty assignment within the employee's tour hours and basic work week.

Section 2

Within the carrier craft the following shall be considered light duty assignments:

- A. Marking up forwards.
- B. Labeling cases.

- C. Rewriting and repairing carrier route books.
- D. Normal Carrier duties which the ill or injured employee may be able to perform.
- E. All foot collection routes.

Section 3

First consideration for an employee requesting Light Duty Assignments shall be modification of the Carrier's bid position to meet their physical capability of the individual employee, without seriously affecting the production of the assignment.

Section 4

The Employer shall make every effort to employ Letter Carriers in their own Stations for all Light Duty Assignments.

EXHIBIT #17

Light Duty Assignments

Management shall make every effort to approve light duty assignments in the Carrier Craft on the merits of each case presented. First consideration for Light Duty Assignments shall be those duties available in the Carrier Craft at the delivery unit that are within the physical limitations of the injury or illness and are not detrimental to the health of the employee.

Examples of Light Duty Assignments Include:

- A. Assisting routes by setting up mail.
- B. Casing routes.
- C. Coverage of suitable collection routes.
- D. Labeling cases.
- E. Rewriting route books.
- F. Carrier mark-ups.

To the extent possible, management shall combine part-time hours into an eight (8) hour day and forty (40) hour week at the delivery unit level.

EXHIBIT #18

Article 13

Section 1

The postmaster shall make every reasonable effort to employ Letter Carriers in their own Station(s) or Branch(es) for 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:

Assisting routes by setting up mail.

Marking up forwardable mail.

Relabelling Carrier cases.

Rewriting Carrier Route books.

Coverage of suitable collection routes.

Labeling the inside of apartment boxes.

Training new employees when training is done at the Station level by a Craft employee, at management's discretion.

Part-time hours will be combined into an eight (8) hour day and forty (40) hour week when ever possible.

EXHIBIT #19

Article 13

Light Duty

The Postmaster shall make every effort to employ Letter Carriers in their own Craft for Light Duty Assignments.

It is agreed that Light Duty Assignments, within the Letter Carrier Craft, may include, but not be limited to:

- A. Assisting routes by setting up mail.
- B. Marking up forwardable mail.
- C. Relabelling Carrier cases.
- D. Rewriting Carrier Route books.
- E. Coverage of suitable collection routes.
- F. Labeling the inside of apartment boxes.
- G. Training new employees when training is done at the Station level by a Craft employee, at management's discretion.

A Light Duty Assignment is any assignment within the physical capability of an employee who is temporarily or permanently incapable of performing his/her normal duties as a result of illness or injury according to medical authority.

EXHIBIT #20

NALC

Memorandum of Understanding

Section 1. Memorandum of Understanding

- A. This Memorandum of Understanding, entered into at Boise, Idaho, between representatives of the USPS and the designated agent of the Union signatory to the National Agreement, Branch 331, NALC, pursuant to the Local Implementation Provision of the National Agreement.
- B. The Boise Post Office, including Borah, Whitney, Collister, Cole Village, Main Office, and any other station constructed in the future will be considered to mean one (1) installation for all purposes, including bidding, annual leave, overtime, etc.

Section 2. Hours of Work

- A. Scheduling of Employees
 - 1. All regular assigned Carriers and Technicians will be on a rotating schedule except for Parcel Post Routes.
 - 2. Parcel Post Routes will continue with their SDO as Saturday unless 6-day parcel post delivery is approved. If so, then Parcel Post Routes will also be on a rotating schedule.

EXHIBIT #21

Article 19

Parking

The employer shall allow use of available spaces for employee parking in the area outside of the covered parking within the painted stripes. Bikes and motorcycles shall be allowed to park within the designated spaces under the covered parking. If the employee complement reaches a number greater than the available parking spaces, assignment of such spaces will be designated on a seniority basis.

EXHIBIT #22

Article 20

Parking

If adequate free parking within two (2) blocks of the Post Office is not available to Carriers, the Postal Service shall make every effort to furnish free employee parking within two (2) blocks with one (1) space for each Carrier. This parking will be adequately lighted and protected from vandalism.

EXHIBIT #23

EMPLOYEE PARKING

Undesignated employee parking spaces shall be filled on a first-come first-serve basis at the Main Post

Office. Whenever it is necessary for an Officer of the Branch to visit the Main Post Office for the purpose of conducting official business with Postal Service Officials, arrangements will be made for the officer to park his/her vehicle on Postal Service property. There will be at least one (1) parking space reserved twenty-four (24) hours/day for the NALC.

EXHIBIT #24

Article 30

Local Implementation

6. Overtime desired lists will be by section.
7. The employer shall allow the use of available spaces for employee parking. Assignment of such spaces shall be on a first com first served basis.

EXHIBIT #25

Article 41

Letter Carrier Craft

Section 1 Seniority and Posting

At each work location, management shall post all temporarily vacant full-time PS-5 craft duty assignments of anticipated duration of five (5) days or more for opt:

- 1) Eligible employees may indicate their preference for such assignments until Tuesday of the week before the assignment becomes vacant. When indicating a preference for more than one (1) assignment, an employee will indicate the order of preference.
- 2) On the Wednesday of the week prior to the beginning of the assignment, the assignment shall be awarded to the senior eligible employee indicating a preference.
- 3) Such assignment shall be posted as soon as practicable, but not more than thirty (30) days in advance.
- 4) In the event that such an assignment becomes vacant at a time which precludes compliance with 1 and 2 above, management will announce the vacancy and the senior eligible employee expressing a preference shall be awarded the assignment.

EXHIBIT #26

Article 41

Letter Carrier Craft

Section 1 Seniority and Posting (Article 30, Section B.22)

Method of Posting

1. Carrier vacancies will be posted through the media of the Postmaster's Bulletin on the last Friday of each pay period and each posting will remain posted for a period of nine (9) calendar days.
2. The announcement will state whether the route that is posted is motorized, mounted, foot, parcel post, collection, or a combination of the same. If it is a combination of Parcel Post and Collection, it should state the hours of the different types of work at the time of posting.
3. The President and the Secretary of the Branch shall be sent the Postmaster's Bulletin and Personnel Order with each publication.
4. Carriers may submit bid cards to their Supervisor/Manager no later than 1600 hours on the Thursday prior to the closing date. The bid card will be round-dated and a copy made for the Station files. Use of this procedure shall constitute a valid bid.

The Steward and Employee shall have access to copies of the bid cards if a dispute arises.

EXHIBIT #27

Article 41

Posting

Section 1. Posting (a-5)

In the letter carrier craft routes will not be posed if there is a change more than (1) hour in starting time.

Section 1. Posting (o)

Under the current national agreement, only the duty assignments of those carriers junior to the carrier losing his/her assignment will be posted. A carrier who loses a higher level position because of implementation of this provision shall be entitled to saved a rate of pay under Article IX section 6.

Section 1. Length of posting

Posting shall be for seven (7) days.

Miscellaneous

1. For the purpose of this memorandum, the Idaho Falls Post Office shall be one office consisting of two (2) units; The Main Post Office and the Eagle Rock Station.
2. All Successfully arbitrated items for either party pertaining to this memorandum will be included in the Local Memorandum.
3. In accordance with section 242.341, M-39 the union opts to have both breaks on the street.

Article 12

Posting

Section 1

If and when any route(s) or full-time duty assignment (s) must be abolished at a delivery unit as a result of, but not limited to, route adjustments, highways, housing projects, etc., all routes and full-time duty assignments at that unit, junior in office seniority to the abolished carrier shall be posted for bid in accordance with posting procedures in this article.

Section 2

In instances where several assignments are posted, a letter carrier may bid for as many as are posted, stating his preference in the following manner:

First Choice _____: Second Choice _____: Third Choice _____:

Section 3

Letter Carriers applying for a permanent assignment shall make a bid in writing to be placed in the bid box, during the period for which the notice is posted.

Section 4

The Senior qualified applicant for a vacant assignment shall be placed in the new assignment within ten (10) working days after announcement of the successful bidder has been made, unless on leave, except during the month of December, he shall be placed in the new assignment of the first Saturday in January. Encouragement is given to reduce to three (3) working days when possible.

Section 5

Any successful bidder to a posted duty assignment shall be guaranteed retreat rights to his former duty assignment for the first five (5) working days on his new assignment.

- A. After the bidding period closes on any assignment, should the successful bidder retreat to his former duty assignment, the second highest bidder will automatically be awarded the new assignment.. Such bidder and each successive bidder shall have the same rights as stated in Section 5.

Section 6

When a regular carrier is on extended sick leave, annual leave, administrative leave, or any other type leave in anticipated duration of five (5) working days or more, his route will be posted for bid to all unassigned regulars, reserves, and part-time PTFs on a seniority basis for the duration of the regular carrier's leave. Bid shall be posted on Friday, ten (10) days prior to the leave. Bids must be received by noon on Tuesday prior to the leave.

Article Eight Posting and Bidding

Section A.

A copy of each job posted shall be furnished to the Union at the time of posting.

Section B.

An assignment shall be reposted when the territory served is changed by more than 50% at any one given time.

Section C. (From National Agreement, Article 41, Section 4,0)

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 adjustments, highway, housing projects, all routes and full-time duty assignment (s) 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.

Section D.

Letter carriers applying for an assignment shall make a bid in writing to the Supervisor or Delivery during the period for which the notice is posted. Bids shall be submitted on PS Form 1717 or the equivalent (i.e index cards) if no forms are available. A copy of the form will be made available to the bidding carrier(s) upon request.

Section E.

Where several assignments are posted, a letter carrier may bid for as many assignments as are posted, stating his/her preference in the following manner:

First Choice _____; Second Choice _____; Third Choice _____; etc. (Using a separate card for each bid.)