

Local memorandum of understanding update



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I am going to use my space this month to let you know about the current situation with local memorandum of understanding (LMOU) impasses.

As you know, the 30-day local negotiation period for new LMOUs ended on Nov. 14. Some branches were successful during local negotiations in achieving a negotiated contract. Unfortunately, many branches were not able to attain such results.

In accordance with Article 30 of the National Agreement, those impasse LMOU items were sent/appealed to the relevant national business agent (NBA) for the second step in the local negotiations process. Each NBA/designee had 75 days to meet with

the appropriate USPS area manager/designee to try to resolve the LMOU impasses. That deadline ended on Jan. 28.

Many NBAs succeeded in resolving issues that did not involve annual leave rights for CCAs. Unfortunately, the CCA annual leave rights issues remain unresolved in most cases.

The 2016-2019 National Agreement includes a newly negotiated Memorandum of Understanding (MOU) Re: City Carrier Assistant (CCA) Annual Leave, which sets a clear path for CCAs to have annual leave-planning rights. This MOU states:

Re: City Carrier Assistant (CCA) Annual Leave

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

In any office that does not have provisions in its current LMOU regarding annual leave selection for CCAs, the parties agree that, during the 2017 local implementation period, the local parties will, consistent with the needs of employees and the needs of management, include provisions into the LMOU to permit city carrier assistant employees to be granted annual leave selections during the choice vacation period and for incidental leave. Granting leave under such provisions must be contingent upon the employee having a sufficient leave balance when the leave is taken.

The 2011-2016 National Agreement also included a MOU Re: City Carrier Assistant (CCA) Annual Leave. This MOU had the same title, but the words were significantly different from what we have now. The expired MOU said:

Re: City Carrier Assistant (CCA) Annual Leave

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

During the local implementation period, the parties may agree to include provisions into the local memorandum of understanding to permit city carrier assistant employees to

apply for annual leave during choice vacation periods, as defined in Article 10.3.D of the National Agreement. Granting leave under such provisions must be contingent upon the employee having a leave balance of at least forty (40) hours.

As you can see, these two agreements are very different. The new MOU is much more specific about giving the parties direction on including provisions to *grant* annual leave to CCAs during the choice vacation period and for incidental annual leave as well. It would seem logical that it would be easier this time to come to agreement on CCA annual leave rights issues. However, it turns out that this is not the case, as of this writing.

The new MOU Re: City Carrier Assistant (CCA) Annual Leave also includes an Alternative Dispute Resolution (ADR) process for the CCA annual leave issues in cities where there were no previous CCA annual leave rights. The relevant language states:

In the event a proposal(s) on this subject is appealed through the Article 30 impasse procedure, prior to a request for arbitration, such dispute(s) will be referred to an Alternate Dispute Resolution (ADR) team established by the national parties. The expectation is that the ADR team will reach an agreement that will allow city carrier assistants to plan for leave use while accounting for city carrier assistant absences, including during scheduled five day service breaks.

The catch was the part about discussing all these cases before appealing to national interest arbitration. The deadline for appealing cases to national interest arbitration was Feb. 18. That left us a little more than two weeks to discuss these cases. I can report that we received cases from more than 500 cities and have discussed each and every city individually. I wish I could report that we worked things out on CCA annual leave rights, but as of yet we have not.

So, what is next?

We appealed 1,833 LMOU impasse cases to interest arbitration.

We will now turn our attention to selecting and assisting a group of NALC arbitration advocates to prepare for presenting our cases to a neutral arbitrator for a final decision on CCA annual leave rights. We will begin hearing these cases in May. Meanwhile, we will continue talking to the Postal Service in search of a negotiated resolution.

On a side note, I wrote about two new national-level disputes in my December article. The first case (Q16N-4Q-C 1763818) involves a proposed change to the promotional pay rules contained in Section 422.2 of the *Employee and Labor Relations Manual (ELM)*. This case had been scheduled to be heard on Jan. 30. The second case (16N-4Q-C 17638150) concerns the timing of when CCA retroactive pay for holidays from the 2016-2019 National Agreement should begin. This case had been scheduled to be heard on Feb. 15. The arbitrator who was scheduled to hear both cases canceled the dates due to a health issue. We are currently in the process of rescheduling these cases.