

Rap Session
2019 – 2023 Proposed
Agreement

December 20, 2020

Article 43 p.87

Section 2. Duration

Unless otherwise provided, this Agreement shall be effective **September 21, 2019** and shall remain in full force and effect to and including 12 midnight **May 20, 2023**, and unless either party desires to terminate or modify it, for successive annual periods. The party demanding such termination or modification must serve written notice of such intent to the other party, not less than 90 or more than 120 days before the expiration date of the Agreement.

Article 9.2 p.16

Section 2. Basic Annual Salary

Effective **November 23, 2019**—the basic annual salary for each grade and step of Table One and Table Two shall be increased by an amount equal to **1.1%** of the basic annual salary for the grade and step in effect on the date of this Agreement.

Effective **November 21, 2020**—the basic annual salary for each grade and step of Table One and Table Two shall be increased by an amount equal to **1.1%** of the basic annual salary for the grade and step in effect on the date of this Agreement.

Effective November 20, 2021—the basic annual salary for each grade and step of Table One and Table Two shall be increased by an amount equal to **1.3%** of the basic annual salary for the grade and step in effect on the date of this Agreement.

Effective November 19, 2022—the basic annual salary for each grade and step of Table One and Table Two shall be increased by an amount equal to **1.3%** of the basic annual salary for the grade and step in effect on the date of this Agreement.

Article 9.3 pp16-17

B. Effective Dates of Adjustment

Each eligible employee covered by this Agreement shall receive cost-of-living adjustments, upward, in accordance with the formula in Section 3.C, below, effective on the following dates:

- the second full pay period after the release of the January **2020** Index
- the second full pay period after the release of the July **2020** Index
- the second full pay period after the release of the January **2021** Index
- the second full pay period after the release of the July **2021** Index
- the second full pay period after the release of the January **2022** Index
- the second full pay period after the release of the July **2022** Index
- **the second full pay period after the release of the January 2023 Index**

D. Steps A through N in the basic salary schedules provided for in Table Two of this Agreement shall receive COLAs calculated using the formula in paragraph C adjusted proportionally to each step's percentage of Step O. **Step AA of the Hourly Basic Rates for Part-Time Flexible Employees provided for in Table Two of this Agreement shall receive COLA calculated using the same formula in paragraph C adjusted proportionally to its percentage of Step O.**

E. Effective November 19, 2022, Table One and Step P of Table Two shall receive COLAs calculated using the formula in paragraph C. Also effective November 19, 2022, Steps A through O (including Step AA of the Hourly Basic Rates for Part-Time Flexible Employees) in the basic salary schedules provided for in Table Two of this Agreement shall receive COLAs calculated using the formula in paragraph C adjusted proportionally to each Step's percentage of Step P.

Article 9.8 p.18

Effective November 19, 2022, NALC RSC Q (Table One) and NALC RSC Q7 (Table Two) will be modified to include an additional Step P that is \$444 more than Step O of the basic salary schedule in Tables One and Two. The waiting period in Step O to reach Step P of the basic salary schedule in Tables One and Two will be 46 weeks. Employees with at least 46 weeks in Step O of the basic salary schedule in Tables One and Two on November 19, 2022 will advance to Step P in the salary schedule, and employees with less than 46 weeks will advance upon reaching 46 weeks.

MOU Re: Elimination of Step CC Pay Rate in CCA Schedule p.121

Re: Elimination of Step CC Pay Rate in CCA Schedule

- 1. Effective June 19, 2021, the Step CC pay rate in RSC Q4 and Q5 (Table Three) will be eliminated. Step BB and its pay rate will become the new entry step for new CCA hires. The new waiting period from Step BB to Step AA will be 52 weeks.**
- 2. All CCAs in Step CC of RSC Q4 and Q5 as of June 19, 2021 will advance to Step BB and will maintain their current time-in-step credit toward Step AA.**
- 3. CCAs in Step BB of RSC Q4 and Q5 as of June 19, 2021 will have 12 weeks added to their current time-in-step credit toward Step AA.**

Article 9.7 p.18

Section 7. City Carrier Assistants (CCAs)

The CCA hourly rates in Table **Three** shall be adjusted by the general increases provided for in Article 9.2. In addition, CCAs will receive the following wage adjustments:

Effective **November 23, 2019**, the CCA hourly rates in Table Three shall be increased by **1.0%**.

Effective **November 21, 2020**, the CCA hourly rates in Table Three shall be increased by **1.0%**.

Effective **November 20, 2021**, the CCA hourly rates in Table Three shall be increased by **1.0%**.

Effective November 19, 2022, the CCA hourly rates in Table Three shall be increased by 1.0%.

MOU Re: Sunday Delivery – City Carrier Assistant Staffing pp.111-112

Re: Sunday Delivery - City Carrier Assistant Staffing

The parties recognize the importance of the continued expansion of Sunday parcel delivery service, which began testing in approximately 900 delivery zones on November 10, 2013.

Pursuant to the Memorandum of Understanding *Re: Full-time Regular Opportunities - City Letter Carrier Craft*, the parties continue the process of permanently filling residual vacancies and full-time regular opportunities by assignment of unassigned regulars, conversion of part-time flexible employees to full-time status, acceptance of transfer requests and conversion of CCAs to full-time regular career status.

For the purposes of applying the Memorandum of Understanding *Re: Full-time Regular Opportunities - City Letter Carrier Craft*, the parties recognize that additional CCAs **are** needed in order to perform Sunday parcel delivery in a cost effective manner, or to expand and maintain the delivery of competitive products. Accordingly, the national parties will **continue** to meet on a weekly basis to monitor implementation of the Memorandum of Understanding *Re: Full-time Regular Opportunities - City Letter Carrier Craft*, and this memorandum. These meetings will include discussion of any **additional** CCAs (by District) that are necessary as indicated above. **In each District**, the continued employment of any CCAs that would exceed **the greater of six percent** over the Article

7.1.C.1 cap, or **one CCA for every 275 Sunday packages delivered in that District by city letter carriers, will require** the mutual agreement of the national parties. **The number of packages in each District will be calculated as an average over a continuous period of time. The parties will meet to determine the time period used and to discuss when and how the time period will be updated.**

The parties will also discuss locations in which CCAs are working consecutive days or excessive hours on a sustained basis. If, as a result of these weekly meetings, there is a disagreement over increased CCA resources, that matter will be referred to the NALC National President and the Vice President, Labor Relations for discussion and resolution.

In light of the continuing changes in the competitive environment in which the Postal Service operates, the parties will meet annually to discuss the package formula as set forth above. While it is the parties' intent to continue this provision of the MOU beyond the 2019-2023 Agreement, should the parties fail to reach agreement for modification or extension of the package formula in the next collective bargaining agreement and continuation of the package formula is an issue to be resolved in interest arbitration, there shall be no presumption that this provision of the MOU is to be carried forward based upon the fact that the formula has been in effect.

MOU Re: Full-time Regular Opportunities – City Letter Carrier Craft pp.109-111

When full-time regular opportunities may be filled through voluntary reassignment (transfer), the Postal Service shall begin the process of considering requests as soon as practicable, but no later than fourteen (14) calendar days after the date the full-time regular opportunity becomes available.

With respect to the ratios outlined in Item 3 above, this agreement is considered a continuation of the Memorandum of Understanding, *Re: Full-time Regular Opportunities – City Letter Carrier Craft* **in the 2016 collective bargaining agreement.**

MOU Re: Complement and Staffing p.112

Re: Complement and Staffing

It is anticipated that during the term of the 2019 National Agreement, circumstances may arise in which it becomes necessary for the parties to examine the complement and staffing mix within the city carrier bargaining unit. The parties agree to explore ways to optimize the staffing mix of non-career employees, employees in the new career wage schedule, and employees in the old career wage schedule to generate cost/ productivity efficiencies for the purpose of positioning the Postal Service as the delivery service provider of choice for the American public.

MOU Re: City Carrier Assistants – Conversion to Career Status p.108

Re: City Carrier Assistants – Conversion to Career Status

The U.S. Postal Service and the National Association of Letter Carriers, AFL-CIO agree that City Carrier Assistants (CCAs) who reach 24 months of relative standing will be converted to part-time flexible career status in their installation.

- CCAs converted to part-time flexible employees under this MOU will count as full-time career carriers for purposes of calculating the CCA cap.
- Any accumulated annual leave will be paid out to the CCA in a lump sum consistent with Appendix B.3.B.1.c upon conversion under this MOU.
- In offices with 200 or more workyears, part-time flexible employees converted under this MOU will not be counted until they have at least 52 weeks of service credit as a PTF for purposes of calculating the full-time staffing percentage in Article 7.3.A.
- Conversions to career status detailed above will be effective as soon as practicable, but no later than 60 days from the ratification date of the 2019 National Agreement or the first day of the third full pay period that follows the date a CCA achieved 24 months of relative standing, whichever is later.

- Conversions made under this memorandum are in addition to conversions to full-time regular opportunities pursuant to the Memorandum of Understanding, Re: *Full-time Regular Opportunities – City Letter Carrier Craft*.
- CCAs may decline the opportunity to be converted to career status under this memorandum. A CCA who does not accept the career opportunity will no longer be eligible for conversion to career status under this memorandum, but will retain his or her relative standing and will remain eligible for conversion to career status under the Memorandum of Understanding, Re: *Full-time Regular Opportunities – City Letter Carrier Craft*.

In light of the continuing changes in the competitive environment in which the Postal Service operates, the parties will meet no less than annually to discuss any necessary adjustments to this MOU as it relates to City Carrier Assistant (CCA) and Part-Time Flexible (PTF) staffing, complements, and conversions.

While it is the parties' intent to continue this MOU beyond the 2019-2023 Agreement provided operational circumstances remain conducive to doing so, should the parties fail to reach agreement for modification or extension of this MOU in the next collective bargaining agreement, and the continuation of this MOU is an issue to be resolved in interest arbitration, there shall be no presumption that this MOU is to be carried forward based upon the fact that the provisions of the MOU have been in effect.

Article 9.8 p.18

NALC RSC Q7 (Table Two) will be modified to include a new entry Step AA for the Hourly Basic Rates of Part-Time Flexible (PTF) Employees. The Step AA Hourly Basic Rate will be equal to Step A of the Full-Time/Part-Time Regular Employees Hourly Basic Rate in Table Two. The waiting period from PTF Step AA to PTF Step A in Table Two will be 46 weeks. Upon conversion to Full-Time, Part-Time Flexible employees in RSC Q7 (Table Two) will be slotted into the Full-Time Step commensurate with their number of weeks as a PTF, and retain their time credit toward the next step.

MOU Re: Conversion of CCAs with Creditable TE Service pp118-119

Re: Conversion of CCAs with Creditable TE Service

1. Any City Carrier Assistant (CCA) who was employed as a Transitional Employee (TE) after September 29, 2007, and is converted to a career city carrier position on or after the ratification date of the 2016 National Agreement will be converted into the lowest Table Two Step that is higher than the employee's current CCA rate. The waiting time in that step will depend on whether the employee is eligible for an advancement to a higher step pursuant to the MOU *Re: Step Credit for Former Transitional Employees*.
2. Employees who are eligible for step advancement pursuant to the MOU *Re: Step Credit for Former Transitional Employees* will have the waiting time for the next step after conversion augmented by 46 weeks for each additional step granted under paragraph one above. Subsequently, on May 26, 2018, or upon career conversion if converted after May 26, 2018, the employee will be advanced any eligible step credit pursuant to the MOU *Re: Step Credit for Former Transitional Employees*, maintaining their current time-in-step credit to include any waiting time added at conversion.
3. Employees who are not eligible for step advancement pursuant to the MOU *Re: Step Credit for Former Transitional Employees* will advance to the next step of the salary schedule 46 weeks after conversion. The waiting time for the subsequent step increase will be augmented by 46 weeks for each additional step granted under paragraph one above.
4. Additionally, any career city carrier in Step A of Table Two with prior creditable service as a TE after September 29, 2007, will advance to Step B of Table Two on the first day of the first pay period after the ratification date of the 2016 National Agreement. Employees affected by this paragraph will retain time-in-step credit augmented by 46 weeks.

This MOU will apply to any CCA with creditable TE service who is converted to career status during the term of the 2019 National Agreement.

Article 21 p.62

B. The bi-weekly Employer contribution for self only, self plus one, and self and family plans is adjusted to an amount equal to **73% in 2020 and 2021, and 72.0% in 2022 and 2023**, of the weighted average bi-weekly premiums under the FEHBP as determined by the Office of Personnel Management. The adjustment begins on the effective date determined by the Office of Personnel Management in January **2020**, January **2021**, and January **2022**, and **January 2023**.

E. The limitation upon the Employer's contribution towards any individual employee shall be **76% in 2020 and 2021, and 75% in 2022 and 2023** of the subscription charge under the FEHBP in **2020, 2021, 2022, and 2023**.

Appendix B. 3. OTHER PROVISIONS. F. ARTICLE 21 Health Insurance pp.92-93

Effective Plan Year 2022, the Postal Service will make a bi-weekly contribution equal to 75% of the total premium for any CCA employee who wishes to participate in the USPS Plan for self, self plus one, or family coverage, regardless of year of employment.

Article 26.2 p.66

Section 2. Annual Allowance

The annual allowance for eligible employees in the reimbursable uniform program shall be as follows:

A. Effective May 21, **2021** the annual allowance for all eligible employees shall be increased from present **\$464.00** per annum to **\$487.00** per annum. The increase shall become effective on the employee's anniversary date.

Effective May 21, **2022** the annual allowance for all eligible employees shall be increased from **\$487.00** per annum to **\$499.00** per annum. The increase shall become effective on the employee's anniversary date.

B. A newly eligible employee entering the reimbursable uniform program will receive an additional credit to the employee's allowance as follows:

Effective May 21, **2021** - **\$113.00** if entitled to **\$487.00** per annum.

Effective May 21, **2022** - **\$116.00** if entitled to **\$499.00** per annum.

An eligible employee cannot receive this additional credit more than once; however, the current procedures regarding employees transferring from one allowance category to another shall be continued.

Article 11 pp.20-23

Section 3. Payment

A. An employee shall receive holiday pay at the employee's base hourly straight time rate for a number of hours equal to the employee's regular daily working schedule, not to exceed eight (8) hours. **Effective with the 2021 Independence Day holiday, employees who work their holiday, at their option, may elect to have their annual leave balance credited with up to eight (8) hours of annual leave in lieu of holiday leave pay.**

B. Holiday pay is in lieu of other paid leave to which an employee might otherwise be entitled on the employee's holiday.

Section 4. Holiday Work

A. An employee required to work on a holiday other than Christmas shall be paid the base hourly straight time rate for each hour worked up to eight (8) hours. **Effective with the 2021 Independence Day holiday, employees who work their holiday, at their option, may elect to have their annual leave balance credited with up to eight (8) hours of annual leave or receive the holiday pay to which the employee is entitled as above described.**

B. An employee required to work on Christmas shall be paid one and one-half (1 1/2) times the base hourly straight time rate for each hour worked. **Effective with the 2021 Independence Day holiday, employees who work their holiday, at their option, may elect to have their annual leave balance credited with up to eight (8) hours of annual leave or receive the holiday pay to which the employee is entitled as above described.**

C. Deferred holiday leave credited in accordance with Section 4.A or 4.B, above, will be subject to all applicable rules for requesting and scheduling annual leave and shall be combined with annual leave and counted as annual leave for the purposes of annual leave carryover.

Section 8. City Carrier Assistant Holidays

C. Payment

CCAs shall receive holiday pay at the employee's base hourly straight time rate. The number of hours of holiday leave pay for a CCA will be determined by the size of the office in which he/she works:

- 200 Workyear offices 8 hours
- POSTPlan offices 4 hours
- All other offices 6 hours

Effective with the 2021 Independence Day holiday, CCAs who work on a holiday may, at their option, elect to have their annual leave balance credited with 4, 6, or 8 hours (as applicable) of annual leave in lieu of receiving holiday pay.

MOU Re: Qualifying Period – Exception for City Carrier Assistants pp.127

Re: Qualifying Period - Exception for City Carrier Assistants

The parties agree that City Carrier Assistants with a minimum of 90 days of continuous service as a CCA prior to conversion to career status will be exempt from the 90-Day Qualifying Period in ELM 512.313. Any break in service as required by Appendix B, Section I.1.b will not impact this continuous service requirement. The ELM will be updated to reflect this change.

MOU Re: City Delivery and Workplace Improvement Task Force pp.156-157

Re: City Delivery and Workplace Improvement Task Force

This Task Force is established for the purpose of jointly seeking methods to improve the cultural and operational environment in city delivery offices. The parties reconfirm our commitment to modernize our delivery methods and processes to ensure the Postal Service remains the provider of choice for our customers and that we continue our joint objective of creating an improved work environment for all employees.

During term of the 2019 National Agreement, the parties agree that the intent of jointly developing and testing new work methods/concepts is to prepare our city carrier workforce to operate in a future delivery environment that will require precision, innovation and ingenuity. With the mutual understanding that the parties' respective interests are best served through a cooperative effort, **this Task Force will develop the processes necessary to examine conditions, to develop solutions, and to test alternative procedures in city delivery offices related to, at a minimum:**

- **Creating a positive work environment/culture where everyone is treated with dignity and respect. Evaluate the workplace culture and develop solutions to address the causes of conflicts between management and city letter carriers, including disagreements over the amount of time a letter carrier needs to complete their daily assignment.**
- **Efficiency and use of space. Jointly develop and test new work methods/concepts to prepare for future delivery environments that ensure the Postal Service remains the provider of choice for our customers. Jointly explore the modification of current case configurations and work methods to identify more efficient techniques for handling residual and sequenced mail volumes. Jointly examine current casing standards and times for associated line items. Explore various combinations of office and street functions, and other alternatives for structuring city carrier routes that will drive efficiency associated with variable daily workloads.**
- **Staffing and Scheduling. Jointly review and address issues regarding city letter carrier complements, starting times, employee availability, and related transportation schedules, in order to optimize staffing and scheduling efficiencies.**
- **Route Evaluation. Utilizing the alternative and technological findings of the Alternate Route Evaluation and Adjustment Process Task Force, jointly develop and implement a process to efficiently and accurately evaluate delivery routes and assignments, and determine the most efficient and effective mix of letter routes, parcel routes, etc. Jointly explore the use of technology, data, advanced analytics and machine learning to improve operations, route evaluation, adjustment and optimization, delivery capabilities and visibility.**

MOU Re: City Delivery and Workplace Improvement Task Force pp.156-157 cont.

- **Safety.** Jointly ensure that the parties are fully utilizing the provisions of Article 14 to maintain a safe environment for all employees, including adherence to COVID-19 protocols for as long as necessary.
- **Contractual Compliance.** Jointly address issues with repeated violations of the parties' collective bargaining agreement, as well as any issues with the timely and effective functioning of the Dispute Resolution Process.
- **Mentorship.** Explore the possibility of jointly developing and discussing implementation options for a mentorship program for new employees intended to improve the onboarding experience and retention rate of City Carrier Assistants.
- **Business Growth.** Utilizing the findings of the New Product Development and Innovation Task Force, jointly explore how to safely and effectively perform existing, expanding, and future services, and how to efficiently integrate such services into the structure of city delivery. Jointly review the office's use of the Customer Connect program and the potential for new business.

The Task Force will consist of **an equal number of** members appointed by the NALC and by the Postal Service. The Task Force is authorized to jointly test techniques directed at improving work relationships between city letter carriers and supervisors as well as alternate methods and procedures related to city delivery functions. These initiatives may be tested separately or in concert with each other, as jointly determined by the Task Force. The Task Force's guiding principles should be to improve the work climate and daily relationships on the workroom floor, and to increase operational efficiency in city delivery.

This agreement is without prejudice to the Postal Service's right to make changes to policy consistent with Article 19 and 34, and the Union's ability to challenge the same.

The Task Force shall convene within **30** days of the **ratification** date of this Agreement and will function for the term of the **2019** National Agreement. The Task Force will **meet on a regular basis and report** to the NALC National President and the Postal Service Vice President, Labor Relations.

MOU Re: New Product Development and Innovation Task Force p.170

Re: New Product Development and Innovation Task Force

The parties agree that it is in the mutual interest of both the Postal Service and the Union to cooperate on identifying and developing potential opportunities to increase revenue that also provides a positive financial contribution.

Accordingly, the parties agree to the following:

- 1) Establish a joint “New Product Development and Innovation” Task Force for the term of the 2019 Collective Bargaining Agreement.
- 2) The Task Force will meet as frequently as needed but not less than once per month.
- 3) The Task Force will be co-chaired by the NALC President and USPS Vice-President of Labor Relations, or by their designees.
- 4) This Task Force will be authorized to discuss, research, and consult with experts in various fields. The Task Force will make its best efforts to agree to programs, including pilot programs, to implement agreed-to services and practices. During such tests/pilots data will be collected and analyzed in a timely manner with the aim of possible replication throughout the Postal Service.
- 5) The Task Force/Committee will consider measures including but not limited to:
 - Expanded e-commerce products and services targeting national retailers and small- and medium-sized local businesses
 - Promotion and expansion of Marketing Mail for small- and medium-sized businesses
 - Increase the use of First Class Mail by promoting vote at home expansion
 - Partnerships with government agencies
 - New First- and Last-Mile services
 - Other subjects the Task Force may decide to considerWithin 6 months after the effective date of the 2019 Collective Bargaining Agreement, pilot program(s) related to one or more of subject identified above, will be launched.
- 6) The parties agree to work together to obtain PRC approval if necessary for any enhanced and expanded services.

MOU Re: Managed Service Point Scans

pp.169-170

Re: Managed Service Point Scans

The parties agree that the Managed Service Points (MSPs) will be removed from the street delivery portions of city letter carrier routes. The removal of the scans will take place no later than 60 days from the ratification date of the 2019 collective bargaining agreement.

Article 30 pp.69-71

B. There shall be a 30-day period of local implementation to commence **April 29, 2021** on the 22 specific items enumerated below, provided that no LMOU may be inconsistent with or vary the terms of the **2019** National Agreement:

MOU Re: Leave Sharing pp.121-122

Re: Leave Sharing

The Postal Service will continue a Leave Sharing Program during the term of the **2019** Agreement under which career postal employees will be able to donate annual leave from their earned annual leave account to another career postal employee, within the same geographic area serviced by a postal district. In addition, career postal employees may donate annual leave to other family members that are career postal employees without restriction as to geographic location. Family members shall include son or daughter, parent, and spouse as defined in ELM Section 515.2. Single donations must be of 8 or more whole hours and may not exceed half of the amount of annual leave earned each year based on the leave earnings category of the donor at the time of donation. Sick leave, unearned annual leave, and annual leave hours subject to forfeiture (leave in excess of the maximum carryover which the employee would not be permitted to use before the end of the leave year), may not be donated, and employees may not donate leave to their immediate supervisors. To be eligible to receive donated leave, a career employee (a) must be incapacitated for available postal duties due to serious personal health conditions or pregnancy **or must need leave to care for a child born to or placed for adoption with the employee within the twelve months prior to taking leave** and (b) must be known or expected to miss at least 40 more hours from work than his or her own annual leave and/or sick leave balance(s), as applicable, will cover, and (c) must have his or her absence approved pursuant to standard attendance policies. Donated leave may be used to cover the 40 hours of LWOP required to be eligible for leave sharing.

For purposes other than pay and legally required payroll deductions, employees using donated leave will be subject to regulations applicable to employees in LWOP status and will not earn any type of leave while using donated leave. Donated leave may be carried over from one leave year to the next without limitation.

Donated leave not actually used remains in the recipient's account (i.e., is not restored to donors). Such residual donated leave at any time may be applied against negative leave balances caused by a medical exigency. At separation, any remaining donated leave balance will be paid in a lump sum.

(The preceding Memorandum of Understanding, Leave Sharing, applies to City Carrier Assistant Employees.)

Article 12.5.B.4 pp.25

4. Full-time and part-time flexible employees involuntarily detailed or reassigned from one installation to another **who qualify for relocation benefits** shall be given not less than 60 days advance notice, if possible. They shall receive moving, mileage, per diem and reimbursement for movement of household goods, as appropriate, if legally payable, as governed by the standardized Government travel regulations as set forth in the applicable Handbook.

Full-time and part-time flexible employees involuntarily detailed or reassigned from one installation to another who do not qualify for relocation benefits shall be given not less than 30 days advance notice, if possible.

Article 15 pp.45-53

Step B:

(b) The Step B team will review the appeal and issue a joint report of the decision and any supporting findings within fourteen (14) days of receipt of the appeal at Step B unless the parties mutually agree to extend the fourteen (14) day period. The Step B team will give priority consideration to discussion and decision of removal cases **followed by emergency procedure cases. In the event related removal and emergency procedure cases involving the same grievant are awaiting decision at Step B, the team shall give such consideration to those cases consecutively.** It is the responsibility of the Step B team to ensure that the facts and contentions of grievances are fully developed and considered, and resolve grievances jointly. The Step B team may 1) resolve the grievance 2) declare an impasse 3) hold the grievance pending resolution of a representative case or national interpretive case or 4) remand the grievance with specific instructions. In any case where the Step B team mutually concludes that relevant facts or contentions were not developed adequately in Formal Step A, they have authority to return the grievance to the Formal Step A level for full development of all facts and further consideration at that level. If the grievance is remanded, the parties' representatives at Formal Step A shall meet within seven (7) days after the grievance is returned to Formal Step A. Thereafter, the time limits and procedures applicable to Formal Step A grievances shall apply.

C. Arbitration - Expedited

- f. the arbitrator may issue a bench decision at the hearing but in any event shall render a decision within **five calendar days** after conclusion of the hearing. Such decision shall be based on the record before the arbitrator and may include a brief written explanation of the basis for such conclusion. These decisions will not be cited as a precedent. The arbitrator's decision shall be final and binding. An arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within forty-eight (48) hours of the close of the hearing.
4. No decision by a member of the Expedited Panel in such a case shall be regarded as a precedent or be cited in any future proceeding **except to enforce its terms**, but otherwise will be a final and binding decision.

MOU Re: Article 15 – Dispute Resolution Process pp.135-139

In the interest of providing stability and developing expertise, the parties expect that Step B representatives will serve for no less than 2 years, absent special circumstances including, but not limited to, retirement, promotion, relocation, and decertification.

Unless alternate arrangements are **mutually** agreed upon **at the national level**, the Step B Dispute Resolution Teams will work at the District office. **When considering the use of an alternate location, the District Manager or Area Manager, Labor Relations and the National Business Agent are required to submit a proposal to the parties' national representatives at the Headquarters Level.** If the **designated national representatives jointly approve the use of an alternate location**, any additional expenses will be shared equally by the local parties. **Any Step B office that is in a location other than the District office is subject to a review process by the parties at the national level. As part of the review process, the designated national representatives at the Headquarters level will determine, by mutual agreement, whether to maintain the Step B Team office as located or move/return to the District office. If the national parties cannot agree, the office will remain in its current location.** The Step B Dispute Resolution Teams should be provided suitable office space, clerical support as typically provided in that office, and suitable equipment (e.g. speakerphone, computers, access to a copy machine) needed by the team to perform its responsibilities.

MOU Re: Expedited Arbitration pp.141-142

Re: Expedited Arbitration

The expedited arbitration system will be utilized for the following issues:

- **Article 2 - Non-Discrimination and Civil Rights**
- Article 8 - Posting, sign-up, 8.5.D rotation, 8.5G 12/60 hour limitation issues
- Requests for medical certification
- Restricted sick leave
- Individual requests for annual leave, sick leave, advance sick leave, leave without pay, court leave, bereavement leave, and administrative leave for donating blood or voting
- Individual holiday scheduling issues
- **Article 14 - Safety and Health**
- **Article 16 - Disciplinary grievances for issues of fourteen (14) day suspensions or less**
- **Article 17 - Representation, Section 17.3, 17.4, and 17.5**
- Article 22 - bulletin boards
- Article 23 - union officials entering postal installations
- Article 25 - higher level assignments
- Articles 26.2 and 26.3 – uniforms – annual allowance issues
- **Article 27 - Employee claims**
- **Article 28 - Employer claims of less than \$5,000 dollars**
- **Article 29 - Limitation on Revocation of Driving Privileges**
- **Article 30 - Local Implementation, Section D Violations of Existing LMOU Provisions**
- **Article 31 - Union-Management Cooperation**
- MOU Re: Debts of Retired Employees
- Hold-down assignments
- Article 41.1.A.1 – posting vacant duty assignment(s)
- Article 41.1.A.2 – four month rule
- Article 41 – Sections 3.A, B, C, E, G, H, I, K, N
- Special route inspection not conducted within four weeks of request

The parties at the National level will continue to attempt to identify and agree upon additional issues to be heard in expedited arbitration.

This does not change either party's right to refer an expedited case to regular arbitration in accordance with the provisions of Article 15, Section 4.C.2, of the National Agreement.

Article 27 p.67

Subject to a **\$60** minimum, an employee may file a claim within fourteen (14) days of the date of loss or damage and be reimbursed for loss or damage to his/her personal property except for motor vehicles and the contents thereof taking into consideration depreciation where the loss or damage was suffered in connection with or incident to the employee's employment while on duty or while on postal premises. The possession of the property must have been reasonable, or proper under the circumstances and the damage or loss must not have been caused in whole or in part by the negligent or wrongful act of the employee. Loss or damage will not be compensated when it resulted from normal wear and tear associated with day-to-day living and working conditions.

Article 41.2.C p.82

C. Responsibility for Administration

The Employer shall be responsible for the day-to-day administration of seniority rules. Every installation, station, branch, and/or delivery unit shall have a roster posted in an appropriate place listing all carriers in order of seniority number **or relative standing**. Said roster shall be updated during the months of July and January of every calendar year.

LOI Re: Opting Duration p.152

Re: Opting Duration

The parties agree to modify the JCAM language as follows:

JCAM Page 41-14

Involuntary Reassignment and Hold-Downs. The duration provision in the National Agreement generally prevents the involuntary removal of employees occupying continuing hold-down positions.

National Arbitrator Bernstein (H1N-3U-C 10621, September 10, 1986, C-06461) held that an employee may not be involuntarily removed from (or denied) a hold-down assignment in order to prevent his or her accrual of overtime pay (See “Eligibility for opting”). For example, suppose an employee who worked eight hours on a Saturday then began a forty-hour Monday-through-Friday hold-down assignment. Such an employee may not be removed from the hold-down even though he or she would receive overtime pay for the service week.

Article 41.1.A.7 of the National Agreement states that unassigned full-time regular carriers may be assigned to vacant residual full-time duty assignments for which there are no bidders. However, National Arbitrator Mittenthal ruled that an unassigned regular may not be involuntarily removed from a hold-down to fill a residual full-time vacancy (H1N-3UC 13930, November 2, 1984, C-04484). Of course, management may decide to assign an employee to a residual vacancy pursuant to Article 41.1.A.7 at any time, but the employee may not be required to work the new assignment until the hold-down ends. However, the employee may voluntarily choose to end the hold-down **at any time** and assume the new assignment in this circumstance.

MOU Re: City Carrier Uniform Task Force

pp.145-146

Re: City Carrier Uniform Task Force

The parties recognize the importance of providing eligible City Carriers with uniforms in a timely manner. **The parties are committed to improving the efficiency and accessibility of the uniform program and to improving the overall quality of available uniform items in a cost-effective manner.**

To that end, the parties will establish a national level Task Force for the purpose of evaluating the processes by which **City Carriers** are issued uniforms. **Specifically, the Task Force will** explore modified or alternative methods for **City Carriers** to obtain authorized uniform items, **including evaluating ways that technology can be integrated into these processes. The Task Force will also explore ways to incorporate improved materials and uniform designs into the uniform program while continuing to supply City Carriers with sufficient uniform items.**

The Task Force will consist of **up to** three members appointed by the NALC and **up to** three members appointed by the Postal Service.

The Task Force will begin meeting within thirty days of ratification of the **2019** collective bargaining agreement and will provide status reports that include recommendations to the NALC President and the Vice President, Labor Relations, or their designees on a quarterly basis.

This Task Force will function during the term of the **2019** collective bargaining agreement.

Deleted MOUs

- CCA Conversion to Career Status
- Centralized Uniform Program