



National Postal Mail Handlers Union

Paul V. Hogrogian
National President

Timothy M. Dwyer
National Secretary-Treasurer

June Harris
*Vice President
Central Region*

John A. Gibson
*Vice President
Eastern Region*

David E. Wilkin
*Vice President
Northeastern Region*

Lawrence B. Sapp
*Vice President
Southern Region*

Don J. Sneesby
*Vice President
Western Region*

June 26, 2018

TO: All Local Union Officers and Representatives

FROM: Paul Hogrogian, National President *PUH*
Tim Dwyer, National Secretary-Treasurer *TD*
Teresa Harmon, CAD Manager *TH*

RE: National Parties Agree to Tripartite Memorandum of Understanding to Update RI-399 Dispute Resolution Procedures

We are pleased to attach a copy of a tripartite Memorandum of Understanding – executed earlier today by the NPMHU, the American Postal Workers Union, and the U.S. Postal Service – that updates the RI-399 Dispute Resolution Procedures that were originally signed in 1992. The parties have been negotiating and discussing the terms of this Update MOU for several years, and its execution marks an important milestone in the history of RI-399 and the process for deciding jurisdictional disputes between NPMHU mail handlers and APWU clerks.

The Update MOU resolves many of the pending disputes now being held at the National, Regional, and Local levels. The Update MOU also requires all local facilities employing both mail handlers and clerks to develop updated or “Revised 9-1-2017 Inventories” to reflect the actual assignment practices in each facility as of September 1, 2017, with a status quo agreement being enforced as of that date on most jurisdictional issues. If the local facilities do not sign their own inventories, then the National parties will send in representatives to complete these documents. The Update MOU provides for certain monetary payments to mail handlers and clerks, with details about the distribution of such amounts still to be determined. And, the Update MOU adopts new procedures to reduce future disputes and to keep the RI-399 process from again becoming a bottomless pit where jurisdictional disputes reside, but never get resolved.

Here are more details:

1. All National disputes pending as of September 1, 2017 are withdrawn, with the parties accepting the USPS determinations previously issued. These cases include
 - a. Containerization of Trays/Tubs;
 - b. Presort;
 - c. Containerization of ACDCS Mail;
 - d. Filing of Post-Hearing Rebuttal Briefs;
 - e. Air Records Processor Position Description;
 - f. Buffer System Prototype;
 - g. Tabbng Machine;
 - h. Automated Package Processing System (APPS);
 - i. Craft Jurisdiction at PMPCs Converted to L&DCs;
 - j. Automatic Induction (AI) and Automatic Tray Handling System (ATHS) for the AFSM 100;
 - k. Increase in Work Resulting In More than 4 Hours Continuous Work;
 - l. A second dispute about Automatic Induction (AI) and Automatic Tray Handling System (ATHS) for the AFSM 100;
 - m. Flat Sequencing System (FSS); and
 - n. Conversion of SPBS to APBS Machines.
2. Disputes regarding the Low Cost Tray Sorter (LCTS), the High Speed Tray Sorter (HSTS), the Low Cost Universal Sorter (LCUS), the High Speed Universal Sorter (HSUS), and the Passive Adaptive Scanning System (PASS) shall all be governed by the status quo rule as of September 1, 2017.
3. There are two exceptions to this rule on pending National disputes: the Small Parcel Sorting System (SPSS) and the Advanced Facer Cancellor System (AFCS). Both of these jurisdictional disputes will be arbitrated at the National level in two cases, first all disputes remaining over the SPSS, and then a hearing on the three appeals pending relative to the AFCS.
4. With regard to pending Local and Regional disputes, within the next 90 days, the representatives of the parties will be required to take the following actions:
 - a. Identify all disputes, grievances, or arbitrations currently pending in the RI-399 process that present contractual issues other than jurisdictional or Article 7.2 (cross-craft) issues, and remand those non-jurisdictional and non-crossing-craft issues to the Article 15 process of the grieving Union.
 - b. Withdraw and administratively close all other pending disputes that were filed in or referred to the RI-399 process before

September 1, 2017 – whether they are jurisdictional or cross-craft cases.

- c. Continue to process in each union's Article 15 process all grievances filed in that process and not referred to RI-399 before September 1, 2017.
 - d. Send any grievances that initially were filed in either union's Article 15 process, but were referred to RI-399 on or after September 1, 2017, to the National Dispute Resolution Committee (NDRC) for resolution, with any remedial issues remanded for resolution by the Article 15 process on a bilateral basis.
 - e. Fully implement or arbitrate any disputes that already have been resolved by a tripartite agreement or in arbitration, or are the subject of a pending arbitration in which the hearing opened prior to the signing date of the Update MOU.
5. The prohibition on jurisdictional changes occurring outside of the RI-399 process, or on a bilateral basis, will continue, with any such changes considered null and void.
 6. As noted, the National parties will apply the status quo on September 1, 2017 (reflected in the Revised 9-1-2017 Inventories) to resolve all pending disputes filed in or referred to the RI-399 process on or after September 1, 2017. Future disputes may only be filed in accordance with the new work, new or consolidated facilities, or operational change criteria of the RI-399 Dispute Resolution Procedures.
 7. When determining the status quo as of September 1, 2017, the local jurisdictional work assignment practices as of that date shall be controlling, unless those practices were contrary to a National-level craft determination previously issued by the Postal Service, a National-level or local-level jurisdictional settlement signed by all three parties, a National-level or Regional-level tripartite arbitration award determining jurisdiction, or an existing inventory signed by all three parties. If there is a disagreement as to whether any of these exceptions (following the word "unless") apply to a particular Revised 9-1-2017 Inventory, it will be referred to the NDRC for resolution by the NDRC.
 8. The Revised 9-1-2017 Inventory for all postal facilities without mail handlers assigned as of September 1, 2017 shall reflect that all operations are assigned to the clerk craft. Any future changes shall be determined in accordance with the new work, new or consolidated facilities, or operational change criteria of the RI-399 Dispute Resolution Procedures, unless these clerk-only facilities had mail handlers working in mail processing prior to September 1, 2017 who were excessed out of the facility and that excessing remains disputed by a timely grievance initially filed by the NPMHU under its Article 15

grievance process or a timely dispute initially filed by the NPMHU under the RI-399 Dispute Resolution Procedures. In these situations, the Revised 9-1-2017 Inventory will note whether any of the exceptions to the status quo as of September 1, 2017 apply in the event the NPMHU grievance or dispute is arbitrated in the NPMHU's favor.

9. The Revised 9-1-2017 Inventories will be binding on all parties at all levels, and on all employees, supervisors, managers, and representatives. The process for developing Revised 9-1-2017 Inventories will include a deadline by which the Local parties, acting on a tripartite basis, will have an opportunity to prepare and submit signed Revised 9-1-2017 Inventories to the NDRC. Absent the local parties completing a Revised 9-1-2017 Inventory, Regional or National Representatives will visit the postal facilities to complete Revised 9-1-2017 Inventories based on the jurisdictional work assignment practices for each facility as of September 1, 2017. A form for the completion of Revised 9-1-2017 Inventories shall be developed by the parties at the National level.
10. Article 7.2 cases filed after the signing date of the Update MOU may be referred to the RI-399 process by management or the non-grieving Union only at the Step 3 level of the grievance-arbitration process. In particular, upon receipt of a Step 3 appeal from the Clerk Craft or the Mail Handler Craft, the Postal Service Step 3 representative shall forward a copy of the case file to the Step 3 representative of the other, non-grieving Union. Upon receipt of the case file, the non-grieving Union at Step 3 only will have twenty-one (21) calendar days to refer the grievance to the RI-399 Dispute Resolution Procedures via written notice to the other parties; failure to refer the grievance during this 21-day period will forfeit the Union's right to do so at a later date, and will prohibit the non-grieving Union from seeking to intervene in the subsequent grievance or arbitration proceedings in that case. If the Postal Service at Step 3 decides to refer the case to the RI-399 Dispute Resolution Procedures, the referral must be done no later than the timely issuance of the Step 3 answer; failure of the Postal Service to refer the grievance by this deadline will forfeit the Postal Service's right to do so at a later date.
11. In addition to limiting future referrals to the RI-399 process to Step 3 representatives during a limited period of time, the parties also have agreed to other changes to the RI-399 Dispute Resolution Procedures. These changes include the following:
 - a. Any operational changes occurring or implemented by the Postal Service at the Local level on or after the signing date of this Update MOU will require a written notification to the Local Dispute Resolution Committee (LDRC) and the Regional Dispute

Resolution Committee (RDRC) at least fourteen (14) calendar days prior to implementation.

- b. The Postal Service at the National level shall issue a Memorandum, with copies to both Unions, requiring its local and regional managers to notify the Postal Service at the National level and all parties at the impacted LDRC and RDRC at least forty-five (45) days prior to any new work or new or consolidated facilities occurring or being implemented at the Local level.
- c. Any changes caused by new work, new or consolidated facilities, or operational changes occurring or implemented at the National level will require a notification to the NDRC at least forty-five (45) calendar days prior to implementation.
- d. If timely notice is not provided, when the adversely affected Union identifies a change in jurisdiction that was implemented without said notice, the assignments will be returned back to the craft that was performing the work prior to the change until the full fourteen (14) or forty-five (45) calendar days of notice is provided.
- e. A local dispute must be filed with the LDRC within twenty-one (21) days of the date on which the union first learned or may reasonably have been expected to have learned of its cause.
- f. At the National level, either union may initiate a dispute at the National level within twenty-one (21) calendar days from the date of receipt of a National craft determination made by the Postal Service; otherwise, that craft determination will be final and binding on the parties. The NDRC shall have sixty (60) calendar days after receipt of the dispute to attempt to resolve the dispute. If the dispute is resolved, a tripartite settlement agreement will be signed by the three parties. If the dispute is unresolved at the end of the sixty (60) calendar day period, a tripartite decision will be written by the NDRC setting forth the position of each party. The moving party may appeal the dispute to National arbitration within twenty-one (21) calendar days of the receipt of the written decision of the NDRC. Copies of the appeal must be provided to the other parties through the NDRC within the twenty-one (21) day timeframe.
- g. Disputes concerning National craft determinations may be initiated only at the National level.
- h. National RI-399 settlements or arbitration awards shall be binding on all parties nationwide, whether or not a Local or Regional dispute has been filed.
- i. Any National-level case disputing a craft jurisdictional determination will be arbitrated within six (6) months of the implementation of the determination.
- j. Any liability resulting from any National-level arbitration, dating back to the initial filing of any National-level dispute, will be determined utilizing the moving party's Article 15 grievance-

arbitration process. Once the National arbitration award is issued, no additional liability shall be incurred until thirty (30) calendar days after the issuance of the jurisdictional award; liability shall continue starting on the 31st day following the issuance of the award.

k. To ensure timely notification and to resolve RI399 disputes filed on or after September 1, 2017, the parties agree to the following:

- i. The LDRCs shall meet at 10:00 a.m. local time on the last Wednesday of every month (other than December), at which meetings the three parties shall discuss any issues covered by the RI-399 Dispute Resolution Procedures, including new work, new or consolidated facilities or operational changes for which the Postal Service has provided notice in advance of the meeting. If this monthly meeting does not occur because one (or two) of the parties refuse to meet, any party may refer this failure to meet for discussion and resolution by the appropriate RDRC; in addition, if this monthly meeting does not occur, the disputing union party has the right to appeal the dispute to the RDRC without the application of any time limits.
- ii. The parties at the Regional (District or Area) level and their RDRCs shall meet at 10:00 a.m. local time on the last Wednesday of every calendar quarter (except for the last quarter of each calendar year, which meeting shall occur on the second Wednesday of December). If this quarterly meeting does not occur because one (or two) of the parties refuse to meet, any party may refer this failure to meet for discussion and resolution by the NDRC.
- iii. The parties at the National level and the NDRC shall meet at 10:00 a.m. local time on the last Wednesday of every calendar quarter (except for the last quarter of each calendar year, which meeting shall occur on the second Wednesday of December), at which meetings the three parties shall discuss any issues covered by the RI-399 Dispute Resolution Procedures.

12. The National level arbitrator shall be prescheduled for two consecutive days every six months to resolve pending disputes among the parties.

13. In addition to the required meetings, the parties may hold meetings of the LDRC, the RDRC, and/or the NDRC more frequently, as they mutually agree.

14. In addition to the quarterly meetings of the NDRC, the parties at the National level shall meet on a tripartite basis in a Joint Technological and Mechanization Committee on a semiannual basis,

or more frequently if necessary, to discuss from the conceptual stage onward any issues concerning proposed technological and mechanization changes which may affect jobs or operations, including new work, new or changed jobs, new or consolidated facilities, or operational changes that may affect the wages, hours, or working conditions of employees in the clerk and/or mail handler crafts.

15. The NDRC will meet within 30 calendar days of the signing date of this Update MOU to discuss amendments to the RI-399 Dispute Resolution Procedures to include this Update MOU, the RI-399 Transitional Procedures, and the Questions and Answers issued by the parties in 1992.

This summary and the actual Update MOU have been added to the NPMHU website. You should expect the National parties to implement various training programs, circulate questions and answers, and identify other means to ensure that this Update MOU is properly implemented.

We appreciate your patience and support during this long settlement process.

Cc: National Executive Board
National/Regional CAD