

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE, THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO, AND
THE NATIONAL POSTAL MAIL HANDLERS UNION,
A DIVISION OF LABORERS'
INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

REGIONAL INSTRUCTION 399 - DISPUTE RESOLUTION PROCEDURES

General Principles

The parties to this Agreement agree to a new procedure for resolving jurisdictional disputes under Regional Instruction 399 (hereafter "RI-399"). The new procedures will be implemented sixty (60) calendar days after the effective date of this Agreement.

Effective with the signing of this Agreement, no new disputes will be initiated at the local level by either union challenging jurisdictional work assignments in any operations as they currently exist. Except as otherwise specifically provided in the New or Consolidated Facilities, New Work, or Operational Change sections contained in this memorandum, all local craft jurisdictional assignments which are not already the subject of a pending locally initiated grievance will be deemed as a proper assignment for that facility.

In order to provide for expeditious and efficient resolution of jurisdictional disputes only one representative case shall be processed for each operation/function in dispute. Multiple disputes arising out of the same or substantially similar issues or facts shall not be allowed.

Dispute Resolution Committees shall be established at the local, regional and national levels. The Committee shall be composed of one (1) representative from each of the three parties. The representative on the Committee may be assisted by a technician at any or all meetings if advance notice is given to the other two parties. At larger installations the local parties may mutually agree to establish more than one (1) Committee; however, there shall not be more than one (1) Committee per facility. Committee decisions shall be by mutual agreement of all 3 parties.

Meetings of the Committee must be scheduled with sufficient frequency so that a decision can be rendered within the time limits contained in this Agreement. The time limits contained in this Agreement may be extended by mutual agreement of the parties. If a committee fails to render a decision within the time frames in this Agreement the moving union may appeal the dispute to the next step in the procedure.

Each party at the local level will be responsible for maintaining an inventory of jurisdictional assignments not in dispute. As jurisdictional disputes are resolved under this procedure, the results shall be added to the inventory.

The national parties shall mutually determine and implement a new numbering system to be utilized in this procedure.

All parties to this Agreement may participate in the arbitration proceedings at either level and all parties shall be bound by the arbitrator's award whether or not they participate in the arbitration proceedings. The arbitrator's award shall be final and binding.

Any settlement entered into at any level must be a tripartite settlement.

Local Level

The Local Dispute Resolution Committee (LDRC) will have thirty (30) calendar days after receipt of a properly filed dispute to attempt to resolve the dispute.

1. A dispute may be initiated by either Union. It must be submitted in writing to the other two parties. It must, at minimum, contain:
 - A. the operation number/description,
 - B. the function number/description,
 - C. what craft is presently assigned the work,
 - D. a diagram of the operation with a written narrative describing the disputed function,
 - E. the contentions of the party filing the dispute.

F. The condition which permits the filing of the dispute; i.e., new or consolidated facility, new work, or operational changes.

2. If a dispute is resolved, a tripartite settlement agreement will be signed by the parties and the jurisdictional work assignment shall be added to the local inventory of agreed upon craft assignments. The settlement agreement will include the grievance number, the identification of the operation and functions involved and the determination of the appropriate craft. A diagram jointly prepared with a narrative describing the disputed operation/function will be attached to the settlement, if possible.
3. If the dispute is unresolved at the end of the thirty (30) day period, a tripartite decision will be written by the Committee setting forth the position of each party. The moving Union may appeal the dispute to the Regional Committee within twenty-one (21) calendar days of the date the decision is reduced to writing and signed by the three parties. A copy of the appeal and the complete case file must be sent to each of the Regional parties by the appealing Union.

Regional Level

The Regional Dispute Resolution Committee (RDRC) shall have sixty (60) calendar days after receipt of a properly appealed dispute to attempt to resolve the dispute.

1. If a dispute is resolved a tripartite settlement agreement will be signed by the parties. The Agreement shall contain the same information specified in the section of this Agreement for local settlement of disputes. The Agreement will be sent to the local committee for implementation and the work assignment shall be added to the local inventory of agreed upon craft assignments.

2. If the dispute is unresolved at the end of the sixty (60) calendar day period, a tripartite decision will be written by the Committee setting forth the position of each party. The moving Union may appeal the dispute to regional arbitration within twenty-one (21) calendar days of the date of receipt of the written decision of the Committee. Copies of the appeal will be provided to the other parties.
3. If any member of the Regional Committee identifies an appealed dispute as involving an interpretive issue which is of general application, that member shall inform the other members of the specific issue(s), in writing, prior to the issuance of a decision by the Committee on that dispute. The written decision by the Committee shall have this written notification attached to the decision. If such an issue is so identified and remains unresolved on the date of the Regional Committee decision, the moving union may only appeal such dispute to the National Committee. Failure of a party to identify such an issue prior to the date of the decision by the Regional Committee precludes appeal to the National Committee of that specific dispute.
4. The RDRC may, by mutual agreement, remand a case back to the LDRC with specific instructions.

National Level

The National Dispute Resolution Committee (NDRC) shall have sixty (60) calendar days after receipt of a properly filed or appealed dispute to attempt to resolve the dispute.

1. Either union party may initiate a dispute at the National level when such dispute involves an interpretive issue which under the National Agreement is of general application. Such disputes shall be provided to the National Committee, in writing, and must specify in detail the facts giving rise to the dispute, the precise interpretive issues to be decided and the contentions of the Union.

2. If a dispute is resolved, a tripartite settlement agreement will be signed by the parties.
3. If the dispute is unresolved at the end of the sixty (60) calendar day period, a tripartite decision will be written by the Committee setting forth the position of each party. The moving Union may appeal the dispute to National Arbitration within twenty-one (21) calendar days of the date of receipt of the written decision of the Committee. Copies of the appeal will be provided to the other parties.
4. In the event the National Committee, after review, decides that a dispute appealed from the regional level does not involve an interpretive issue which is of general application, the dispute shall be remanded to the regional level and placed on the list of pending arbitration cases.

Regional Arbitration

A panel of two (2) arbitrators will be jointly selected by the parties for each of the five (5) regions. Additional arbitrators may be added to a regional panel up to a maximum of five (5) by mutual agreement of the parties. Selection of the arbitrators will be by a method and for a time period to be agreed upon by the parties. Such panel of arbitrators shall hear only jurisdictional cases. Their fees and expenses will be allocated on a basis of one-half (1/2) to management and one-half (1/2) shared equally by the participating unions. If any party decides not to participate in the arbitration proceedings, the remaining parties will equally divide the arbitrator's fees and expenses. The current practices of the parties related to allocation of cost for canceled dates will be continued.

Scheduling of regional arbitration cases will be jointly performed by the parties from a list of dates submitted by the arbitrators. All scheduling correspondence with the arbitrators will be jointly signed by the parties. The method of scheduling will be jointly agreed to by the parties. The factors to be considered in establishing such a method shall be:

1. a first-in/first-out basis;
2. cost effectiveness of the system;
3. volume of cases in a particular geographic area;
4. availability of advocates for each party; and
5. a proportionate allocation of dates for each geographic area.

Cases will be scheduled and heard within ninety (90) calendar days after receipt of the appeal. Jurisdiction arbitrators will provide their decisions to the parties within thirty (30) calendar days of the close of the record.

National Arbitration

One arbitrator will be jointly selected by the parties at the national level on the basis of mutual agreement. Once selected, the arbitrator will hear only jurisdictional disputes. The arbitrator's fees and expenses will be allocated on the basis of one-half (1/2) to management and one-half (1/2) shared equally by the participating unions. However, if a party decides not to participate in the arbitration proceedings, the remaining parties will equally divide the arbitrator's fees and expenses. Scheduling of cases will be jointly performed by the parties from a list of dates submitted by the national arbitrator. Time frames will be the same as those designated for regional arbitration. The method of scheduling will normally be on a first-in/first-out basis.

Pursuant to Article 15 of the National Agreement, only disputes involving interpretive issues under the National Agreement which are of general application will be arbitrated at the national level.

Additionally, the national-level arbitrator may be invited to participate in an advisory capacity at National Committee meetings on items related to problems of consistency of regional-level awards or other problems mutually determined by the committee. The arbitrator may be empowered by mutual agreement of the parties to issue instructions to the regional-level arbitrators which were consistent with any mutual understanding on these issues reached as a result of committee discussions. Payment for such services will be made as for an actual arbitration hearing.

New Or Consolidated Facilities

The following procedures shall apply to the opening of new or consolidated facilities.

Forty-five (45) calendar days prior to the opening of a new or consolidated facility, the members of the RDRC will be notified of the date on which activation will take place. Within ninety (90) calendar days of that activation, the LDRC designated for the facility will conduct an inventory of jurisdictional assignments at the facility and will attempt to resolve any disputes which arise from these discussions. If necessary, representatives of the RDRC will assist the local parties with on-site reviews.

Jurisdictional assignments shall not be changed solely on the basis of moving operation(s) into a new facility. If jurisdictional assignments existed in a previous facility, they shall be carried forward into the new facility except where operational changes as described below result in the reassignment from one craft to another.

In a new or consolidated facility, the jurisdictional assignment in the previous facilities must be considered by the LDRC in the determination mentioned above, in the event the consolidated operation(s) had a mixed practice in the previous installations.

The decision of the LDRC will be processed in accordance with the decision and appeals procedures previously outlined, including appeals to the higher levels of the process.

New Work

This section refers to implementation of RI-399 involving work which had not previously existed in the installation.

The procedures for activation of a new or consolidated facility shall apply to the assignment of new work to an installation. The standards contained in Section II.E of RI-399 shall apply in making the craft determinations.

Operational Change

Management will not engage in operational changes for the purpose of affecting the jurisdictional assignments in a

facility. It is the intent of the parties to continue craft jurisdictional assignments which are not already the subject of a grievance as indicated on page 1, paragraph 2, of this Agreement.

To the extent that operational changes are made that may result in the reassignment of functions from one craft to another management must present and discuss such changes with the LDRC thirty (30) days prior to the effective date of the operational change. Within 14 days from the effective date, the adversely impacted union may appeal the operational change to arbitration. A tripartite arbitration shall be heard within sixty (60) days of the effective date of the operational change in order to resolve any jurisdictional disputes. The issue to be decided in cases involving operational changes will be whether the proposed change is consistent with RI-399 and/or the intent of this Agreement.

for William J. D'Amore

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