

**United States Postal Service
And
American Postal Workers Union, AFL-CIO
And
National Postal Mail Handlers Union**

Re: RI-399 Dispute Resolution Procedure Update – Questions and Answers

The parties have jointly agreed to the following Questions and Answers to provide further clarification and guidance regarding the MOU *Re: Update of Regional Instruction (RI) 399 Procedures* (“2018 Update MOU”), dated June 26, 2018.

1. Is the 1992 MOU Re: RI-399 Dispute Resolution Procedure (DRP) (“1992 DRP MOU”) still valid?

Answer: Yes. The 2018 Update MOU provides for the development of a status quo inventory and a revised process for handling of RI-399 disputes

2. If language in the 1992 DRP MOU and subsequent RI-399 MOUs, Q&As, and settlement agreements conflict with the 2018 Update MOU, which shall prevail?

Answer: The language in the 2018 Update MOU shall prevail.

3. Regarding the handling of RI-399 disputes filed after the signing of the 2018 Update MOU, what supersedes the 1992 DRP MOU?

Answer: Paragraphs 10, 11, and 12 of the 2018 Update MOU address dispute handling and include the following concepts:

- a. All local disputes must be filed with the Local Dispute Resolution Committee (LDRC) within 21 days from first becoming aware of a violation (Paragraph 11). Disputes filed directly in the RI-399 DRP at the LDRC level will be assigned a GATS number by the USPS LDRC representative.
- b. All local disputes must be appealed to the Regional Dispute Resolution Committee (RDRC) for discussion and possible resolution before they are eligible to be scheduled for arbitration.
- c. Disputes concerning national craft determinations may only be initiated at the national level. (Paragraph 12.c)
- d. Either Union may initiate a dispute at the national level within 21 calendar days from the date of receipt of the national craft

determination made by the Postal Service; otherwise, that craft determination will be final and binding on the parties.
(Paragraph 12)

- e. 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. (Paragraph 12.d)
 - f. The DRP is amended so that any operational changes occurring or implemented by the Postal Service at the Local Level on or after June 26, 2018 will require a written notification to the LDRC and the RDRC at least 14 calendar days prior to implementation. Any of these changes occurring or implemented at the national level by the Postal Service will require a notification to the National Dispute Resolution Committee (NDRC) at least 45 calendar days prior to implementation. If timely notice, as referenced above, is not provided, when the adversely impacted union identifies a change in jurisdiction that was implemented without proper notice, the assignments will be returned back to the craft that was performing the work prior to the change until the 14 or 45 calendar days of notice is provided. (Paragraph 11)
 - g. Article 7.2 cases filed on or after the signing of the 2018 Update MOU may be referred to the RI-399 process by management or the non-grieving Union only at Step 3 of the Article 15 grievance/arbitration process. The USPS Step 3 representative shall forward a copy of the case file to the designated Step 3 representative of the other non-grieving union, who will have 21 calendar days to refer the grievance to the RI-399 DRP via written notice to the other parties if they think it contains a jurisdictional issue. Failure to do so within the 21-day period means that the non-grieving union will forfeit the right to refer the grievance to the RI-399 DRP later and will prohibit that union from seeking to intervene in any subsequent grievance or arbitration in that case. If the Postal Service refers a case to the RI-399 DRP at Step 3, the referral must be done no later than the timely issuance of the Step 3 answer. Failure of the Postal Service to refer by this deadline will forfeit their right to do so later. (Paragraph 10.f & g)
4. What is the process at Step 3 when an Article 7.2 grievance involving clerks and mail handlers is received by the Postal Service?

Answer: The Postal Service's Step 3 representative is required to send a copy of the file to the designated Step 3 representative of the non-grieving union within 21 calendar days of receipt of the Step 3 appeal at the USPS Service Center. This notification does not modify the contractual timelines for meetings at Step 3. Included with the case file shall be a form developed by the NDRC that the non-grieving union must return within 21 days from receipt of the case file. Using this

form, the Step 3 representative of the non-grieving union will state if the case is being referred to RI-399. Any referral will be to the RDRC for further processing. If the Postal Service Step 3 representative does not provide a copy of the case file to the non-grieving union, when that error is identified the grievance will be returned to Step 3 for the appropriate notification.

5. Following application of Paragraphs 2, 3, and 4 of the 2018 Update MOU, will any disputes filed before September 1, 2017 in the RI-399 process be returned to the Article 15 procedure?

Answer: Disputes in the RI-399 process that were filed or referred prior to September 1, 2017 that do not contain contractual issues other than jurisdictional or Article 7.2 (cross-craft) issues as stated in Paragraph 1 of the 2018 Update MOU will be considered withdrawn and administratively closed.

6. What types of contractual issues referred to in Paragraph 1 of the 2018 Update MOU could remain after the jurisdictional or Article 7.2 (cross-craft) issues are resolved?

Answer: Contractual issues such as, but not limited to, Article 14 safety issues, Article 12 excessing issues, assignment disputes for crafts other than Clerk or Mail Handler (Maintenance, Motor Vehicle Services, Letter Carriers, supervisor performing bargaining unit work, etc), may be contained in the jurisdictional dispute or cross craft grievance and shall be remanded to the step in the Article 15 process of the grieving union from which it was referred.

7. Does the withdrawal of any disputes referenced in paragraph 4 of the 2018 Update MOU set any binding precedent on jurisdiction for new equipment?

Answer: No, the DRP criteria for new work, new or consolidated facilities, or operational changes may still be applied in the deployment of any new equipment.

8. Will the parties utilize the September 1, 2017 inventory date to resolve cross-craft (Article 7.2) grievances that are pending in the Article 15 process of each union?

Answer: Yes, unless the function in question is covered by one of the exceptions listed in Paragraph 10.a.(ii) or 10.b.(ii).

9. After the 2018 Update MOU is signed, will there be any national jurisdictional cases that remain open?

Answer: Yes. Three Advanced Facer Cancellor System (AFCS) cases (two Clerk Craft cases, one Mail Handler case); the parties have agreed to arbitrate the three AFCS cases together. Two Small Package Sorting System (SPSS) cases (one Clerk Craft case, one Mail Handler case); the parties have agreed to arbitrate the two SPSS cases together.

10. After the signed date of the 2018 Update MOU (June 26, 2018), and the withdrawal of the appropriate cases, will there be any regional RI-399 cases that remain open?

Answer: Yes, only those grievances filed or referred to the RI-399 DRP after September 1, 2017.

11. What is the status of the Article 7.2 cases that are currently in each Union's Article 15 procedure?

Answer: These cases will remain open and will be processed through the Article 15 grievance/arbitration process.

12. What is the deadline for completion of the Revised 9-1-2017 Inventories?

Answer: Revised 9-1-2017 Inventories should be completed, including providing a signed copy of the inventory to the NDRC, no later than December 31, 2018.

13. Does the Revised 9-1-2017 Inventory have a persuasive value on a jurisdictional determination in another independent installation?

Answer: No, the Revised 9-1-2017 Inventory is binding in that installation exclusively.

14. Following completion of the Revised 9-1-2017 Inventory, if an operation is assigned to the craft not designated in the inventory, is it acceptable for the assignment to continue?

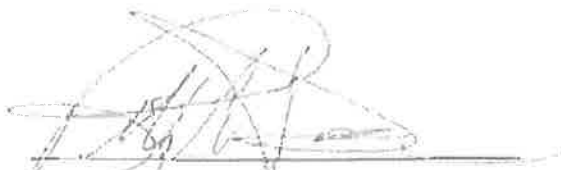
Answer: No, the Revised 9-1-2017 inventory should resolve the issue locally, if an agreement cannot be reached at the LDRC it will be referred to the RDRC. If the RDRC is unable to resolve the dispute, the issue will be referred to the NDRC.

15. Is there any requirement to identify all the facilities that are exclusively staffed by clerks?

Answer: No, the Postal Service will provide a list in a separate document as an addendum to the 2018 Update MOU.

16. What if one or more of the parties cannot attend the mandatory meeting per Paragraph 13 a, b, or c (LDRC, RDRC, & NDRC, respectively)?

Answer: The appropriate parties may agree to another time and date, however, the parties should ensure that the meetings are routinely scheduled and maintain the identified frequency (LDRC – monthly and RDRC – quarterly).



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NDRC Representative Rickey R. Dean

Date: 8/10/2018



National Postal Mail Handlers Union (NPMHU)
NDRC Representative Kevin Fletcher

Date: 8-10-18



American Postal Workers Union (APWU)
NDRC Representative Ron Suslak

Date: 8/10/2018