

Article 30 - Local Negotiations Presented by:

Minneapolis NBA Office

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Changes to Article 30

- The 30 consecutive day period for 2011 Local Negotiations will commence on August 1, 2011 and will terminate on September 30, 2011.
- Written notification of intent to negotiate must be provided prior to August 15, 2011, or the previous LMOU stays in effect.

Changes to Article 30 (cont.)

- Initial proposals must be exchanged within the first 21 days of the 30 day local implementation period.
- Appeal to impasse by November 4, 2011.
- Management's Area official and the APWU's Regional Union representative (NBA) will attempt to resolve the disputed issues within 98 days after the 60 day implementation period, or another mutually agreed to date.

Article 30

- Items declared inconsistent or in conflict shall remain in effect for four (4) months after the local implementation period.
- If local management refuses to abide by an existing LMOU item on "In conflict or inconsistent" grounds, and arbitrator finds no reasonable basis, remedy is appropriate.

Extending your current LMOU

If you are satisfied with your current LMOU, you must:

- Inform the Installation Head in writing
- Arrange a meeting for the resigning of the current LMOU
- A letter should be written to extend in full force and effect through the 2010-2015 NA
- Both parties should sign and date the letter

If the Union wants to negotiate a new LMOU:

- Send a notification letter to the Installation Head advising him/her of your intent
- Request a meeting to set ground rules
- Establish a Local Negotiating Team
- Select a Chief Negotiator
- Select an alternate Chief Negotiator
- Make sure all crafts are represented

Can Management Insist that the Union negotiate?

- Management has the right to insist on negotiations
- Attempt to negotiate in good faith
- Listen to, discuss, and consider each item
- It is not necessary to reach agreement on their items

What if Management declares items in conflict or inconsistent?

- The parties can agree to extend the LMOU with the exception of those items
- The Union should assure that those items are clearly listed
- Insist on all reasons why they have come to this conclusion
- Management must identify change in 2010 Agreement they are relying upon

What if the USPS declares an "unreasonable burden"?

- The parties can agree to extend the LMOU with the exception of those items
- The Union should assure those items are clearly listed
- Insist on all reasons why they have come to this conclusion
- Demand (in writing) that management provide all evidence they are relying upon

Preparing to Negotiate

- Establish responsibilities for each member of the negotiating team
- Research grievances and labor-management minutes
- Review other LMOU's
- Develop a Game Plan

Ground Rules

- **Rule 1** *Prior* to the start of negotiations, set dates, times and places for all sessions.
- **Rule 2** Identify the chief negotiators and members for both teams.
- **Rule 3** Make provisions for changing chief negotiators, members, or alternates.

Ground Rules (cont.)

- **Rule 4** Set rules of order.
- **Rule 5** Identify order of business.
- **Rule 6** Make provisions for sub-committees.

Ground Rules (cont.)

- **Rule 7** Have language for utilization of alternates and/or technicians.
- **Rule 8** Make provisions for caucusing.
- **Rule 9** Make provisions to change or add to ground rules by mutual consent.

Ground Rules (cont.)

- **Rule 10** Sign all ground rules.
- **Rule 11** Assure that no official minutes are taken. Each team keeps their own.
- **Rule 12** Reach agreement on the date the proposals will go into effect.

Ground Rules (cont.)

- **Rule 13** Include provisions to impasse disputed items.

20 Steps to Successful Local Negotiations

- **Step 1** Make sure that members of the Union's team are *off the clock* during negotiations.
- **Step 2** Set ground rules prior to the date that negotiations are scheduled to begin.

20 Steps to Successful Local Negotiations (cont.)

- **Step 3** Notify management, in writing, of the names of all team members. Request the same from them.
- **Step 4** Remember, the union determines who is on its team, not management.

20 Steps to Successful Local Negotiations (cont.)

- **Step 5** Rotate meeting sites between the post office and union office or utilize a neutral site such as a library.
- **Step 6** Insist that the chair is alternated between the union and management.

20 Steps to Successful Local Negotiations (cont.)

- **Step 7** Insist that all proposals and counter-proposals be typewritten by both parties.
- **Step 8** Keep accurate records of all proposals and counter-proposals.

20 Steps to Successful Local Negotiations (cont.)

- **Step 9** Establish an agenda of items to be discussed prior to each session.
- **Step 10** Give each member of both teams a copy of all proposals and counter-proposals.

20 Steps to Successful Local Negotiations (cont.)

- **Step 11** Complete negotiations within the time frame specified in the ground rules if possible.
- **Step 12** Do not allow management to utilize a bargaining unit employee to take minutes. (notes kept by both sides are unofficial)

20 Steps to Successful Local Negotiations (cont.)

- **Step 13** Union team members must get permission from its chief negotiator prior to speaking.
- **Step 14** Insist that a private room be available for caucusing.

20 Steps to Successful Local Negotiations (cont.)

- **Step 15** Caucus prior to agreeing to proposals or counter-proposals.
- **Step 16** Be careful when expressing an opinion which has not been discussed with other members of the union's team.

20 Steps to Successful Local Negotiations (cont.)

- **Step 17** The starting and adjournment times of meetings should be decided by mutual consent.
- **Step 18** Negotiations can be conducted during evening hours and on Saturday and Sunday if necessary.

20 Steps to Successful Local Negotiations (cont.)

- **Step 19** Do not discuss specific grievances during negotiation sessions.
- **Step 20** Keep a cool head.

Bargaining Tips

- Bargain for achievable, realistic goals
- Negotiate clear, concise language
- Be well prepared
- Be prepared to compromise
- Do not make quick concessions
- When making a concession, get something of equal or greater value in return

Bargaining Tips (cont.)

- Be flexible
- Be a good listener
- When in doubt, caucus
- Control your emotions
- Be firm, but not argumentative
- Communicate the union's position
- Be prepared to justify what you are asking for

Bargaining Tips (cont.)

- **Consider the impact of the negotiated language**
- **Once an agreement is reached, get it in writing**
- **Don't accept abuse**
- **Don't argue over positions**
- **Don't panic**

Listening and Communication Skills

- **Principles of Communication**
- **Key Factors of Good Listening**

Rules for Successful Negotiations

- **Rule 1 Keep the membership informed.**
- **Rule 2 Try to determine what management's maximum concession will be.**
- **Rule 3 Identify what the union's bottom line will be.**

Rules for Successful Negotiations (cont.)

- **Rule 4** Educate management as to the reasonableness and necessity of the union's demand.
- **Rule 5** Meet with team members both prior to and after each session.

Rules for Successful Negotiations (cont.)

- **Rule 6** Assign each member of the negotiating team specific tasks, such as researching items to be discussed.
- **Rule 7** Before agreeing to a management proposal or counter-proposal, determine if the change will cause controversy among the membership.

Do's and Don'ts for Successful Negotiations.



DO's

- **Analyze the proposal to determine if it is in the best interest of the membership**
- **Make effective use of counter-proposals**
- **Uphold the union's position**
- **Disagree without being disagreeable**
- **Determine from the start the bottom line**
- **Plan the union's tactics in advance**

DO's

- **Try to predict the moves management will make and plan counter-moves**
- **Review the union's position prior to each session**
- **Weigh the consequences of each offer carefully**
- **Listen carefully and read all proposals and counter-proposals thoroughly**

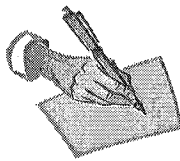
Don'ts

- **Arrive late for sessions**
- **Interrupt management's presentation of a proposal**
- **Make commitments without deliberation.**
- **Demonstrate anger**
- **Give in too rapidly, even on trivial items**
- **Demand the impossible**

Don'ts

- **Allow management to control the sessions**
- **Conduct yourself in an unprofessional manner**
- **Lose sight of the union's obligation to the membership**

Writing Proposals: Contractual vs. Conceptual Form



Contractual Form

- **Write the language exactly as it will appear in the LMOU.**
- **This method provides for specifics from the start of negotiations.**
- **The contractual form is generally not preferred because it hinders negotiations; arguments occur over specific words and language.**

Conceptual Form

- **The Union identifies the problem.**
- **Both parties exchange ideas to reach a solution.**
- **(see the CBRs for examples of this type of proposal)**

Organize a Record-Keeping System

- **Prepare each item as if it were going to impasse.**
- **Always document the meaning and intent of proposals and counter-proposals to assist if a dispute arises at a later date.**
- **One person should be designated to keep accurate notes. They should not participate in discussions.**

The Note Taker Should:

- **Know all agenda items to be discussed**
- **Know the status of all proposals**
- **Know where discussions stopped**
- **Know which items are scheduled to be discussed at each session**
- **(see the CBR for an example of the union status sheet)**

Strategy To Use When Negotiating a LMOU

- Be well prepared
- Review current LMOU item by item
- Gather necessary information

Obtaining Documents To Support Your Theory

- Documents may be obtained from the USPS, APWU Headquarters, other locals, experts.
- Make all requests for information in writing to the Installation Head.
- Be specific when requesting the documents and information needed.
- Specify in which format you wish to receive the information.

Subjects for Negotiation

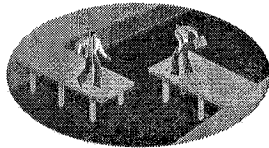
- There are 22 items on which the USPS must bargain in good faith. If agreement is not reached, the APWU can appeal to impasse arbitration
- The union may propose items which are not listed in Article 30. However, the USPS is not obligated to bargain on those items
- Items outside of the 22 listed in Article 30 can not be imposed

Management's Right To Impasse

National Agreement grants USPS a limited right to impasse. USPS can:

- Bargain to reach an agreement
- Declare that the current language poses an "unreasonable burden"
- Declare the current language to be inconsistent and/or in conflict with new language in the NA

Items Inconsistent and/or in Conflict With the NA

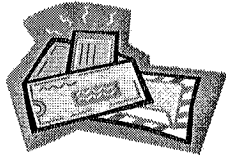


Language Negotiated During Local Negotiations May Not Violate Provisions of the National Agreement

In order to prepare the local union to win these challenges, consider these factors:

- The wording of the language. Can it be made to correspond with the NA?
- The application of the language. Is it flexible? Does it allow for deviation?
- The documentation to support the language. What is the past practice? What did the union trade off to get the language?

Deciding Whether or Not to Impasse an Item to Arbitration



Can the Dispute Be Impassed?

Items which can be moved to impasse are:

- **Union proposals attempting to establish or change the 22 items listed in Article 30.**
- **Items within the 22 listed in Article 30 which the USPS refuses to carry over declaring they are "inconsistent and/or in conflict" with new language in the CBA.**

Can the Dispute Be Impassed?

(cont.)

- **Items currently in the LMOU, outside of the 22 items, which the USPS refuses to carry over declaring them as "inconsistent and/or in conflict" with new language in the CBA.**
- **Items currently in the LMOU within the 22 items that the USPS declares to be an "unreasonable burden" to them.**

Can the Union Persuade an Arbitrator?

- Consider what arguments to use
- Review available evidence
- The arbitrator will look for a solution which will best serve both parties
- The arbitrator will look at previous LMOU's, the need for a change and the cost and benefits to both parties
- The arbitrator will determine if the proposed language conflicts with the CBA

Will the Local Get a Chance to Arbitrate?

- The Regional Coordinator or NBA has the authority to settle impasses before arbitration
- To avoid undesirable settlements, provide the R.C. or NBA with ALL justification for the proposal
- Notify the R.C. or NBA of problems with the LMOU (Include evidence and documentation)

Can the Local Afford the Cost?

FOR LOCAL IMPASSES & FOR USPS Unreasonable Burden Impasses:

- The local is responsible for providing an advocate to arbitrate impasse items
- The local union pays the costs for arbitration of impasse items

Past Practice has been for National APWU to pay costs of USPS "In Conflict" declarations resulting in impasse:

Impasse Instructions

Pursuant to the MOU located on pages 207-209 of the 2010-2015 CBA, the parties are required to:

- 1 Jointly identify the issue(s) in writing
- 2 Submit initialed copies of all proposals and counter-proposals pertaining to the issue(s) in dispute

Impasse Instructions

(cont.)

- 3 Within 15 days (November 4, 2011 extention) of the expiration of the local implementation period, the moving party must send the initialed copies of proposals and counter-proposals as follows:

- Appropriate USPS official at the grievance/arbitration processing center of the employer
- Local Postmaster/Installation Head

Impasse Instructions

(cont.)

- Local Union President
- APWU Regional Coordinator***
- The Local Union should request a copy of the Area Appeal Form from their Regional Coordinator (see the CBR)



*** Local Union sends copies to NDA Office. While USPS must send appeal to Regional Coordinator, Local Union should send ALL APWU files to NDA Office. Clearly mark any courtesy copies of USPS Appeals sent to NDA's as "USPS Appeals." DO NOT SEND COPIES OF USPS Appeals to Regional Coordinator's Office under any circumstances!!!!

Item # 1

- **Additional or longer wash-up periods**

Item # 2

- **The establishment of a regular work week of five days with either fixed or rotating days off.**

Item # 3

- **Guidelines for the curtailment or termination of postal operations to conform to local authorities or as local conditions warrant because of emergency conditions**

Item # 4

- Formulation of local leave program

Item # 5

- Duration of the choice vacation period

Item # 6

- The determination of the beginning day of an employee's vacation period

Item # 7

- Whether employees at their option may request two selections during the choice vacation period in units of either 5 or 10 days

Item # 8

- Whether Jury Duty and attendance at National or State Conventions shall be charged to the choice vacation period

Item # 9

- Determination of the maximum number of employees who shall receive leave each week during the choice vacation period

Item # 10

- The issuance of official notices to each employee of their approved vacation schedule

Item # 11

- Determination of the date and means of notifying employees of the beginning of the new leave year

Item # 12

- The procedures for submission of applications for annual leave during other than the choice vacation period

Item # 13

- **The method of selecting employees to work on a holiday**

Item # 14

- **Whether "overtime desired list" in Article 8 shall be by section and/or tour**

Items # 15, 16, 17

- **# 15 The number of duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignments**
- **# 16 The method to be used in reserving light duty assignments so that no regularly assigned member of the regular workforce will be adversely affected**
- **# 17 The identification of assignments that are to be considered light duty within each craft represented in the office**

Item # 18

- The identification of assignments comprising a section when it is proposed to reassign within an installation employees excessed to the needs of a section

Item # 19

- The assignment of employee parking spaces

Item # 20

- The determination as to whether annual leave to attend union activities requested prior to determination of the choice vacation schedule is to be part of the choice vacation plan

Item # 21

- **Craft Items**
- **Article 37 Sections 2.C, 3.A.4.b, 3.A.4.c, 3.D, and 3.F.2**
- **Article 38 Sections 3.C, 4.A.4 and 4.A.5.**
- **Article 39 Sections 1.E, 2.A.3, 2.A.4, 2.C and 3.E.2**

Item # 22

- **Local implementation of this Agreement relating to seniority, reassignment, and posting**

**THANKS FOR
LISTENING**

