

# LMOU impasses



**James D. Henry**

**I**n my last article, we covered the 22 subject items in Article 30 to be negotiated during the local implementation period. The union and management are obligated to bargain over each of the 22 items. This means that if either side raises an issue of the subject listed items during local negotiation, the other party must negotiate in good faith. If the union and management fail to obtain an agreement on a subject item or items by the end of the 30-day implementation period, an impasse will occur.

I previously discussed two main arguments that management makes during the local implementation

process: 1) The subject item or items are “inconsistent or in conflict” and/or 2) The subject item or items are an “unreasonable burden.” Management will use the “inconsistent or in conflict” argument in an attempt to eliminate language that benefits the letter carrier craft. However, the National Agreement contains language in Article 30 and the Local Implementation MOU, which limits management’s right to challenge existing local memorandum of understanding (LMOU) provisions on this matter.

Management also can make the argument that existing language in the LMOU imposes an “unreasonable burden” on the Postal Service. If management impasses this type of argument, it has the burden to establish that the continuation of the existing provision would cause an “unreasonable burden” on the Postal Service. There is no such burden on the union when it seeks to change an LMOU.

**So, what happens when both parties have come to a dispute during the local negotiation period? Unlike the grievance procedure, sending local negotiations appeals to impasse is not a joint process. Each party is responsible for appealing its position for the disputed subject items. If one or more of the subject items are appealed to impasse, you will have to complete a separate impasse appeal form for each item that you will impasse. Be sure to include the following with each impasse appeal form:**

- Exact language, if any, of the impasse item as it appeared in the LMOU;

- Original union proposal (exact language and date discussed);
- Management counterproposal (exact language and date discussed);
- If applicable, any additional proposals and counter-proposals;
- Final union proposal (exact language and date discussed);
- Final management proposal (exact language and date discussed).

You can send multiple impasse appeal forms with all of the information referenced above attached with a staple or paper clip in the same envelope. Send a copy of this information for each item you are appealing to three places: the Labor Relations Service Center at U.S. Postal Service, P.O. Box 23788, Washington, DC 20026; the installation head (postmaster); and your national business agent (NBA).

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**If you want to have the best chance for success, take the following additional steps with the impasse items package you send to your NBA:**

- Include a copy of your current LMOU. This will be useful for the NBA in tracking or clearing the language in the current LMOU. Additionally, you can provide past LMOUs to establish the agreement passed between the parties.
- Write a separate cover letter to your NBA for each item being appealed. Fully explain the disputed issues and the course of negotiations. If appealed items are related, be sure to give a clear explanation.

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# ‘Where are our bylaws?’ (continued)

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That is probably the status you will see more than any other notification, but in *review* a lot is happening. First, I go over the proposed bylaw change and make my initial ruling based on the *Constitution*, past presidential rulings, and sometimes legal advice from our counsel. I have been fortunate to have two previous assistant secretary-treasurers to advise me and help move some of the proposed changes through the process. Executive Vice President Paul Barner and Secretary-Treasurer Nicole Rhine have been very helpful, and I appreciate their assistance.

Once the initial ruling is applied, it then goes to Manny and Jim for concurrence or correction. Once we have an agreement on the final ruling, it is signed by

all, and you can view it on the portal before you receive the hard copy in the mail. You should note that it can be in “review” status while it is waiting to be printed and mailed.

**I would like to provide the members with a definitive timeline for the Committee of Laws, but there are so many variables (i.e., travel, contract negotiations, etc.) that can cause a delay.** By the time you read this, I am confident that all proposed changes received through May of this year have at least an initial ruling. It is the desire of our committee to keep that window of completion between 30 and 45 days. That, of course, can depend on the complexity of the submission.

In future columns I will give more insight into the rulings, especially those items that we find “*in conflict*”!

## Vice President

# LMOU impasses (continued)

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Include any additional information you have gathered to support the union’s position. This will be helpful when discussing the issues or preparing for arbitration. Do not send this letter or any other additional information you have gathered to support the union’s position to the Labor Relations Service Center or the installation head (postmaster) with your impasse.

- If management makes its own appeal to impasse, claiming a provision is an “unreasonable burden” or “inconsistent or in conflict with the National Agreement,” make sure to request and provide a copy of management’s impasse. You also will want to enclose any documents management has with the impasse item(s) package you send to the NBA.
- If management attempts to impasse an item that is outside of the 22 listed items in Article 30 of the National Agreement, make sure to follow the same procedures as in impassing the 22 items. In any of these situations, also enclose any documentation they have with your impasse items package that you send to your NBA.

- Your NBA may need additional branch input during settlement discussions with management at the regional/area level. Please make sure your NBA knows how to contact your negotiating team.

What can you do to avoid an impasse? Since the impasse is handled at a higher level, the branch should communicate with the NBA if you perceive that an impasse may occur with the subject items. The NBA can provide guidance as to how to resolve the conflict with any of the subject items. Both parties can keep the language they already have by declining to impasse it if they cannot come to an agreement.

**It is advised that the local implementation committee research and learn the impasse rules before negotiations begin.** Do not, under any circumstance, wait until the last minute to appeal the impasse subject items.

While the 2019-2023 National Agreement expired at midnight on May 20, the parties chose to extend the negotiations. Therefore, the existing language for the National Agreement and local memorandum of understanding will remain in effect until the new National Agreement has been ratified or arbitrated.