

The 22 LMOU items



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In this month's article, I will discuss the 22 subject items listed in Article 30 of the National Agreement to be negotiated locally. As previously stated, most letter carrier contractual rights and benefits are negotiated at the national level. However, there are 22 subject items that local parties are left to negotiate based on their own preference.

The union and management are obligated to bargain over each of the 22 items. This means that if either side raises an issue with any subject listed item during local negotiations, the other party must negotiate in good faith. Article 30, Section B of the National Agreement specifies the listed 22 items for local negotiations:

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1. Additional or longer wash-up periods. In addition to the National Agreement language that grants reasonable wash-up time to employees who perform dirty work or work with toxic materials, the local parties may negotiate to establish what is "reasonable wash-up time," such as when, how often and how long wash-up time occurs or lasts.

2. The establishment of a regular workweek of five days with either fixed or rotating days off. Negotiating fixed or rotating days off for all carriers in the office, or negotiating both rotating and fixed days off, specifying exactly what kinds of routes (e.g., parcel post, business, etc.) receive rotating or fixed days off.

3. Guidelines for the curtailment or termination of postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions. The idea here is to negotiate language that calls for reasonable decisions to be made with consideration for the safety and health of letter carriers.

4. Formulation of a local leave program. Among the items that may be negotiated are date of notification for making choice period selections, method for making choice selections, quota of carriers off during non-choice period, reposting of cancellations, transferring with leave, military leave, Family and Medical Leave Act (FMLA) leave and posting of leave schedules.

5. The duration of the choice vacation period(s). Some local memorandums of understand (LMOUs) have year-round choice vacation periods and no non-choice vacation periods. Other LMOUs have Memorial Day to Labor Day for the choice vacation period and the rest of the year as a non-choice vacation period. Many LMOUs have something in between these two examples.

6. The determination of the beginning day of an employee's vacation period. Generally, the vacation period begins either on a Saturday or on a Monday.

7. Whether employees, at their option, may request two selections during the choice vacation period, in units of either five or 10 days. The local parties can simply state whether there will be one or two selections during the choice vacation period.

8. Whether jury duty and attendance at national or state conventions shall be charged to the choice vacation period. The local parties negotiate whether an employee's attendance shall be charged against the total number of employees off during any week of the choice period.

9. Determination of the maximum number of employees who shall receive leave each week during the choice vacation period. Local NALC representatives should decide whether to negotiate a percentage formula or an absolute number. What may be likely to happen to the size of the workforce in the individual post office in which the LMOU is being negotiated should first be considered. If the size of the workforce is on the decline, then negotiating an absolute number will probably be advantageous. If, however, the workforce is expanding, then a percentage formula will be to the workforce's advantage.

10. The issuance of official notices to each employee of the vacation schedule approved for such employee. It is recommended that local NALC representatives negotiate language requiring the Postal Service to give each employee a copy of Form 3971, approving their vacation schedule.

11. Determination of the date and means of notifying employees of the beginning of the new leave year. Local NALC representatives might wish to include Article 10, Section 4.A in the LMOU. This language provides that the employer must post on bulletin boards, etc., no later than Nov. 1 the beginning date of the leave year. Of course, local NALC representatives may wish to nego-

tiate another date, depending on the needs and wishes of the members.

12. The procedures for submission of applications for annual leave during other than the choice vacation period. This item allows branches to negotiate procedures for obtaining leave during periods of the year other than the choice vacation period. There are two general types of provisions the branch should consider here—procedures for making non-choice period vacation selections and procedures for applying for incidental leave. Some branches also negotiate the percentage of letter carriers allowed to take leave during this period.

13. The method of selecting employees to work on a holiday. This simply determines the order in which employees will be selected to work on a holiday. The *Joint Contract Administration Manual (JCAM)* provides a default pecking order; however, the local parties may negotiate different holiday scheduling provisions as long as they are consistent with the provisions outlined in Article 11.6 of the National Agreement.

14. Whether “Overtime Desired” lists in Article 8 shall be by section and/or by tour. Some branches identify the individual sections by number or name in the LMOU.

15. The number of light-duty assignments within each craft or occupational group to be reserved for temporary or permanent light-duty assignment. In negotiating the number of light-duty assignments, local NALC representatives should first assess what the office’s needs have been in the past and then allow for abnormal circumstances that might require more light-duty assignments than have generally been required.

16. The method to be used in reserving light-duty assignments so that no regularly assigned member of the regular work force will be adversely affected. As part of the method to be used in reserving light-duty assignments to minimize the impact of these assignments on the regular workforce, local NALC representatives might attempt to negotiate that management reduce the hours of the non-career workforce to reserve a sufficient number of light-duty assignments.

17. The identification of assignments that are to be considered light duty within each craft represented in the office. Management typically finds limited-duty work for city letter carriers injured on duty. Consequently, one way to define light-duty assignments is to identify limited-duty work and attempt to negotiate

these same duties into a definition of light-duty assignments for city letter carriers.

18. The identification of assignments comprising a section, when it is proposed to reassign within an installation employees excess to the needs of a section. Some branches separate their installations into sections by station, while other branches separate their installations into sections by zone.

19. The assignment of employee parking spaces. The intent of this item is that the parties negotiate the number of existing parking spaces that will be allocated to letter carriers. It is not—and has never been—the intention to negotiate about the construction of additional spaces.

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 total choice vacation plan. It is important to note that union activities in this item differ from the national and state conventions referenced in Item 8.

21. Those other items that are subject to local negotiations as provided in the craft provisions of this agreement. Since Items 21 and 22 incorporate areas that overlap with one another, it is suggested that these items be negotiated together.

22. Local implementation of this agreement relating to seniority, reassignments and posting. Some categories that should be negotiated are frequency of posting, the scope and method of posting and bidding, and whether or not a branch chooses to incorporate Article 41, Section 3.0 into its LMOU.

Neither party is obligated to bargain outside the listed 22 subject items. However, each party may negotiate and make agreements outside the listed subject items as long as the local agreement is not inconsistent, or in conflict, with the provisions of the National Agreement.

Although we don’t know when the local implementation period will occur, it is important to understand what you are negotiating. Negotiating an LMOU can seem overwhelming for NALC local representatives, especially for those who have not been through the local implementation process. This is why it is essential for you to develop an action plan. Reach out to your branch’s local membership to determine what they would like to see improved in the LMOU.

To move a mountain, you must move one stone at a time.