

# Subject items NALC and USPS can negotiate locally

**N**ow that the 2016-2019 National Agreement between NALC and USPS has been ratified by the membership, local negotiations between NALC branches and USPS installations are set to begin Oct. 16 and will continue for 30 days, ending on Nov. 14. This round of local negotiations will be different from any in recent history, due to the changes in the memorandum of understanding (MOU) Re: City Carrier Assistant (CCA Annual Leave). This MOU, incorporated into our recently ratified National Agreement, is a significant change from what we had in our last national contract. The new and improved MOU sets a clear path for CCAs to have annual leave planning rights, but these rights must be negotiated during local negotiations this fall.

For those letter carriers who are not familiar with local negotiations, most of letter carriers' contractual rights and benefits are negotiated at the national level; however, some subjects have been left to the local parties to work out according to their own preferences and particular circumstances. These rights and benefits are incorporated into what is commonly referred to as the local agreement or local memorandum of understanding (LMOU).

Article 30 of the National Agreement lists 22 subject items the parties negotiate locally. Both management and the union are obligated to bargain over each of the items. This means that if one party raises one of these items in negotiations, the other must negotiate over it in good faith. Neither party is obligated to bargain over subjects outside the 22 items listed in Article 30. However, each side may—as a matter of voluntary choice—negotiate and make agreements about such subjects, as long as nothing in the local agreement is inconsistent or in conflict with the provisions of the 2016 National Agreement. The following 22 items are specified in Article 30, Section B, as items for local implementation:

**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.** This can be as simple as 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.) receiving 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 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, re-posting of cancellations, transferring with leave, military leave, FMLA leave, and posting of leave schedules.

**5. The duration of the choice vacation period(s).** Some 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.

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**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

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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 each 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 may wish to include Article 10, Section 4.A in the LMOU. This language provides that the employer must post on bulletin boards, etc., the beginning date of the leave year no later than Nov. 1. Of course, local NALC representatives may wish to negotiate 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 a 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 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 make an assessment of 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 workforce will be adversely affected.** As part of the method to be used in reserving light-duty assignments so as 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 for the parties to negotiate about 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 differs 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.

**Creating an LMOU that best serves the needs of members as a whole can be a very challenging task for local NALC representatives.** To help NALC branch officers have the best chance of achieving such an LMOU, the NALC Contract Administration Unit has updated the *NALC 2017 Local Negotiations* guide and has provided it to the NBA offices for distribution to the branches.