

Contract Administration Unit

Brian Renfroe, Executive Vice President
Lew Drass, Vice President
Christopher Jackson, Director of City Delivery
Manuel L. Peralta Jr., Director of Safety and Health
Dan Toth, Director of Retired Members
Jim Yates, Director of Life Insurance

The bargaining process for LMOUs

With the passage of the Postal Reorganization Act (PRA) in 1970 and the start of full postal collective bargaining in 1971, most of letter carriers' contractual rights and benefits have been negotiated at the national level. However, many local practices and provisions were bargained prior to the passage of the PRA. Instead of those agreements being negated, they were incorporated into the National Agreement via Article 30.

Since its inception, the National Agreement has recognized and permitted NALC branches to engage in negotiations with local postal officials over the items identified in Article 30. These rights and benefits are incorporated into what is commonly referred to as the local memorandum of understanding (LMOU), or local agreement. This article is intended to educate members on the 22 items contained in Article 30, Section B, which branches are able to negotiate during the LMOU negotiation period.

As of the date of this writing, results of the ratification vote on the 2019-2023 National Agreement are not known; however, LMOU negotiations will commence at some time in the future. Upon ratification of the new contract, LMOU negotiations between NALC branches and USPS installations will commence on the date agreed upon by the national parties and continue for a defined 30-day period.

During this 30-day period, NALC and management representatives at the local level may negotiate a list of 22 subject items provided in Article 30, Section B of the National Agreement to either create the LMOU or modify the terms of an existing local agreement. If one party raises any of the 22 items during negotiations, the other party is obligated to bargain over the item. 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 2019 National Agreement.

The following 22 items are specified 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 and posting of leave schedules.
- 5. The duration of the choice vacation period(s)**—The LMOU typically sets forth a system where the leave year is divided into times known as the “choice vacation period” (also called “prime time”) and other times that are outside the choice vacation period (“non-prime time”). For example, the choice vacation period might run from the first week of May through the last week of October.
- 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 NALC national or state conventions shall be charged to the choice vacation period**—The local parties negotiate whether a member absent to attend a national or state convention 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**—Key LMOU provisions may establish the percentage of carriers (or a fixed number of carriers) to receive vacation each week, both during the choice vacation period and during the non-choice periods. The number of carriers that must be permitted off during the choice vacation period is typically higher than the number during non-prime time.
- 10. The issuance of official notices to each employee of the vacation schedule approved for each employee**—Local parties may negotiate LMOU provisions indicating how management must give employees official notice of their approved 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 time periods 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 the non-choice period.
 13. **The method of selecting employees to work on a holiday**—This item 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**—In some offices, the overtime desired list (ODL) covers the entire facility; while in other offices, each section (zone/ZIP code) may have an independent ODL. During LMOU negotiations, local branches may choose whether the ODL is for the entire facility or by specific sections.
 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 workforce 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 offer management various operational alternatives 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**—This item allows the local parties to identify separate sections within an installation when the need to involuntarily reassign (excess) a letter carrier due to the elimination of a full-time assignment. If the LMOU does not identify separate sections for excessing purposes, the entire installation is considered a section. A more detailed explanation of this item is found on pages 12-30 and 12-31 of the 2014 *JCAM*.
 19. **The assignment of employee parking spaces. The intent of this item is for the parties to 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 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 or modifying an LMOU that best serves the needs** of members can be a very challenging task for local NALC representatives. To help branch officers achieve such an LMOU, the NALC Contract Administration Unit has created the NALC 2021 Local Negotiations guide and has provided it to the NBA offices for distribution to the branches.
- For a comprehensive explanation of the LMOU negotiating process, see Vice President Lew Drass’s four-part series of articles that began in the January edition of *The Postal Record*.