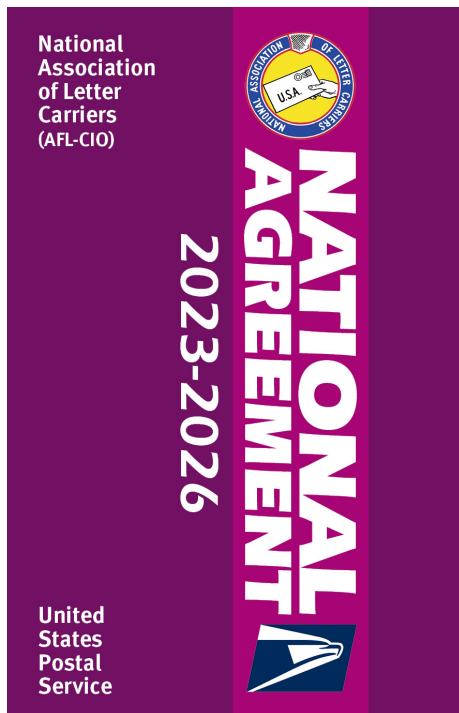




NALC Activist

A NEWSLETTER FOR BRANCH LEADERS OF THE NATIONAL ASSOCIATION OF LETTER CARRIERS



Changes to Article 8

With the implementation of the 2023-2026 National Agreement, there have been several significant changes to the overtime rules found in Article 8. This article will discuss these changes and in places where the contract has been modified, the new language is in bold.

The first change relates to the maximum number of hours full-time letter carriers can be required to work daily and weekly. The maximum number of hours letter carriers can be required to work in a day is limited to the provisions of Section 432.32 of the *Employee and Labor Relations Manual (ELM)*, which states the following:

Maximum Hours Allowed

Except as designated in labor agreements for bargaining unit employees or

in emergency situations as determined by the postmaster general (or designee), employees may not be required to work more than 12 hours in 1 service day. In addition, the total hours of daily service, including scheduled workhours, overtime, and mealtime, may not be extended over a period longer than 12 consecutive hours. Postmasters and exempt employees are excluded from these provisions.

According to the language of this section, letter carriers are limited to no more than 12 hours on the clock minus a 30-minute lunch break, unless otherwise designated in labor agreements. This means they can work no more than 11.5 hours in a day. The only exception to this

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Modifications to Articles 10, 11 and 15

The 2023-2026 National Agreement contains modifications to Articles 10, 11 and 15, as well as the addition of new memorandums of understanding (MOUs) related to these articles. This article will discuss these specific articles and in places where the contract has been modified the new language is in bold.

Article 10 of the National Agreement sets the rules for city carriers related to the crediting and usage of annual and sick leave. While there were no changes to the language of Article 10, several MOUs have been improved or newly created that benefit city carriers. These MOUs are found beginning on page 179 of the 2023-2026 National Agreement.

The MOU Re: Bereavement Leave provides city letter carriers up to three workdays of leave to make arrangements necessitated by the death of a family member or to attend the funeral of a family member. The existing MOU has been amended to add grandchildren to the list of defined family members. The MOU now reads:

Re: Bereavement Leave

City letter carriers may use a total of up to three workdays of annual leave, sick leave or leave without pay, to make arrangements necessitated by the death of a family member or attend the funeral of a family member. Authorization of leave beyond three workdays is subject to the conditions and requirements of Article 10 of the National Agreement, Subsection 510 of the Employee and Labor Relations Manual and the applicable local memorandum of understanding provisions.

Definition of Family Member. "Family member" is defined as a:

- (a) Son or daughter—a biological or adopted child, stepchild, daughter-in-law or son-in-law;*
- (b) Spouse;*
- (c) Parent; or*
- (d) Sibling—brother, sister, brother-in-law or sister-in-law; or*
- (e) Grandparent; or*
- (f) Grandchild*

Two newly created MOUs provide advanced annual leave to part-time flexibles (PTFs) and eligible city carrier assistants (CCAs). The MOU Re: PTF Advanced Annual Leave provides:

The parties agree that forty (40) hours of annual leave will be advanced to part-time flexible (PTF) employees, prorated to the end of the leave year for their first

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Changes to Article 8 (continued)

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rule in the National Agreement is for full-time employees on the Overtime Desired List (ODL) or Work Assignment List (WAL) who, in accordance with Article 8, Section 5.G, “may be required to work up to twelve hours in a day.” Since work, within the meaning of Article 8, Section 5.G does not include mealtime, the total hours of daily service for carriers on the ODL may extend over a period of 12.5 consecutive hours. This exception does not apply to full-time employees who are not on the ODL or WAL.

Prior to the 2023 National Agreement, letter carriers forced to work in excess of 11.5 hours in a day were required to file a grievance over the violation of the *ELM*. If they refused a direct order to work over the time limit, they ran the risk of being disciplined for failing to follow an instruction. One of the rules of labor law is that employees must “obey now and grieve later.” While there are exceptions to this rule, the employee typically needs to show there is a valid safety reason for their refusal to follow an instruction. Under the new contract, full-time letter carriers can now terminate their tour when they reach their daily and weekly work-hour limits and leave without being subjected to discipline. This language is found in the newly created Article 8, Section 2.D, which states:

D. Full time employees who are not on an “Overtime Desired” list or on the Work Assignment list, shall not be required to work beyond eleven and a half (11.5) hours of work in a day or sixty (60) hours of work in a service week, and shall not be subject to disciplinary action for terminating their tour of duty when these limits on hours of work are reached.

While the *ELM* contains a daily limit to the number of hours a non-ODL or non-WAL letter carrier can work, the language does not limit the number of hours during a service week, so the new language in Article 8, Section 2.D adds a limit of 60 hours per week. Full-time letter carriers also have the right to end their tour when they reach 60 hours in a week without the risk of being disciplined. Even if the supervisor gives them a direct order to work over one of these limitations, full-time letter carriers are

now protected against discipline for refusing to follow the instruction.

For those letter carriers who have signed the ODL or the WAL, Article 8 has been amended to give the same protection discussed above. As discussed earlier, the difference between the letter carriers not on the ODL or WAL, and those who are, is the daily workhour limitations. In previous contracts, letter carriers on the list have been limited to 12 paid hours per day, so they could be on the clock for 12.5 hours minus a 30-minute lunch.

“Now letter carriers who volunteer to work more than 12 hours in a day or 60 hours in a week will still receive the additional payment for the hours worked; however, they will not have to file a grievance to get paid.”

They also had a weekly limit of 60 hours. A new provision, Article 8, Section 5.G.3, grants these letter carriers the same right to end their tour when reaching 12 paid hours in a day without running the risk of being disciplined. This new language states:

3. may volunteer to exceed twelve (12) hours of work in a day or sixty (60) hours of work in a service week (subject to the payment of Section 4.G). Those who do not volunteer shall not be subject to disciplinary action for terminating their tour of duty when the limits on hours of work in paragraph 2 above are reached.

As stated above, the ODL and WAL letter carriers can also end their tour upon reaching the weekly maximum of 60 hours. Unlike the non-ODL and non-WAL letter carriers, those who are on the ODL or WAL may volunteer to exceed either of these limitations under the new language in Article 8, Section 5.G.2, which states:

2. excluding December, shall be limited to no more than twelve (12) hours of work in a day and no more than sixty

(60) hours of work in a service week unless they volunteer to work beyond those limits pursuant to paragraph 3 below; and

In the past, letter carriers have routinely been instructed to exceed the daily or weekly workhour limits. For many years, the remedy for these violations was an additional 50 percent of the base hourly straight-time rate for the hours worked in excess of the limitations, but the additional 50 percent was only paid once a grievance was filed related to the violation. Now letter carriers who volunteer to work more than 12 hours in a day or 60 hours in a week will still receive the additional payment for the hours worked; however, they will not have to file a grievance to get paid. A new provision in Article 8, Section 4.G has been added, which makes this payment automatic for any letter carrier with more than 12 paid hours in a day or 60 paid hours in a week. The new language states:

G. For any hours worked beyond twelve (12) hours in a service day or sixty (60) hours in a service week the employee is to be paid at the rate of two and one-half (2 1/2) times the base hourly straight time rate.

To go along with the changes to Article 8 described above, Article 8, Section 5.A, which defines the ODL, also has been modified. Previously, a letter carrier who signed the ODL was volunteering to work overtime on both their scheduled and non-scheduled days. They could also indicate their preference to work up to either 10 or 12 hours in a day. With the 2023-2026 National Agreement, letter carriers on the ODL can no longer indicate their preference to work up to 10 hours in a day; however, new overtime options have been made available. The new provisions of Article 8, Section 5.A are as follows:

A. Employees desiring to work overtime shall place their names on either one or both of the “Overtime Desired” lists defined below or the “Work Assignment” list during the two weeks prior to the start of the calendar quarter, and their names shall remain on the list until such time as they remove their names from the list. Employees may switch lists during the two weeks prior to the start of the calendar quarter, and the

change will be effective beginning that new calendar quarter.

1. Full-time letter carriers, including those on limited or light duty, may sign up for either one or both of the following regular Overtime Desired Lists:

- **Employees desiring to work up to twelve (12) hours per day on their regularly scheduled day(s). Employees signing only this list are not on the Overtime Desired List on their non-scheduled day(s). However, employees signing both regular Overtime Desired Lists are eligible to work up to twelve (12) hours per day on their regularly scheduled day(s) and their non-scheduled day(s).**
- **Employees desiring to work eight (8) hours per day on their non-scheduled days. Employees signing only this list are not on the Overtime Desired List on their regularly scheduled days or beyond eight (8) hours on their non-scheduled days. However, employees signing both regular Overtime Desired Lists are eligible to work up to twelve (12) hours per day on their regularly scheduled day(s) and their non-scheduled day(s).**

Prior to this, when letter carriers signed the ODL, they could be required to work up to 12 hours on both their scheduled and non-scheduled days. Under the new contract, letter carriers who wish to be on the ODL can now elect to volunteer to work up to 12 hours on their scheduled days only or they can volunteer to work overtime up to eight hours only on their non-scheduled days. If they desire to do both, they can do so by signing both ODLs. Letter carriers who select to work up to 12 hours on their scheduled days only, are available to work up to the daily limitations on each of their regularly scheduled days. On their non-scheduled days, they are treated like other letter carriers who are not on the ODL. For letter carriers who have selected to work overtime up to eight hours only on their non-scheduled days, they can work only on their non-scheduled days up to a maximum of eight hours. On their regularly scheduled days and beyond eight

hours on their non-scheduled days, they are the same as non-ODL letter carriers. If a letter carrier chooses to sign both ODLs, they are volunteering to work up to 12 hours per day on both their scheduled and non-scheduled days, in essence the same as the ODL that has been in place for many years. Regardless of which option a letter carrier who volunteers to work overtime chooses, the rules regarding the work-hour limitations described above apply. They can only exceed these limits if they are on the ODL and they volunteer to do so. Management cannot force them to work beyond the 12- and 60-hour maximums.

“...these modifications and additions to Article 8 represent some of the biggest changes to letter carriers’ overtime provisions and work schedules since the start of collective bargaining in 1971.”

The changes to the ODL also impact the way equitability is determined under Article 8, Section 5.C. The changes, found in Article 8, Section 5.C.2.b, make it clear that letter carriers who have signed the same ODL must be equitable with each other by stating the following:

b. During the quarter every effort will be made to distribute equitably the opportunities for overtime amongst those employees on the same “Overtime Desired” list.

Since full-time letter carriers cannot be forced to work beyond 12 hours of work in a day or 60 hours of work in a service week, any hours worked in excess of those limits do not count toward equitability.

Finally, Article 8 has been modified to address past situations where CCA and PTF letter carriers have been forced to work an excessive number of consecutive days. To address this issue, new language has been added to make it clear that, with one exception, these letter carriers will be guaranteed at least one non-scheduled day per week. The new provisions, found in Article 8, Section 3, state in pertinent part:

Part-time employees will be scheduled in accordance with the above rules, except they may be scheduled for less than eight (8) hours per service day and less than forty (40) hours per normal work week. All PTFs will be guaranteed a minimum of one (1) nonscheduled day each service week, except during the penalty overtime exclusion period. Management will notify PTF employees of their assigned nonscheduled day by the Wednesday preceding the service week.

CCA employees will be scheduled in accordance with Section 2, A and B, of this Article. All CCAs will be guaranteed a minimum of one (1) nonscheduled day each service week, except during the penalty overtime exclusion period. Management will notify CCAs of their assigned nonscheduled day by the Wednesday preceding the service week.

Prior to this new language, there was no limit on the number of consecutive days CCAs and PTFs could be forced to work. As shown above, the one exception to the requirement to guarantee at least one non-scheduled day each service week is only during the penalty overtime exclusion period, which is the four-week period during December in which penalty overtime is not paid. In accordance with the new memorandum of understanding (MOU) Re: New Employee Experience, Retention and Mentoring Program, when CCAs and PTFs reach their ninth week in their delivery unit, following the Carrier Academy, they may volunteer to work beyond six days per service week if the work is available, their supervisor approves it, and they choose to do so, but they cannot be required to work beyond six days per service week outside of the penalty overtime exclusion period. For a detailed explanation of that provision and the rest of the MOU, refer to the article in this edition of the *Activist* titled “The New Employee Experience, Retention and Mentoring Program.”

When taken together, these modifications and additions to Article 8 represent some of the biggest changes to letter carriers’ overtime provisions and work schedules since the start of collective bargaining in 1971.

Modifications to Articles 10, 11 and 15 (continued)

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leave year as a PTF, and annually thereafter, unless and until the employee converts to full-time status.

Similarly, the MOU Re: CCA Advanced Annual Leave states that, upon completion of an initial 360-day appointment as a CCA, and immediately upon reappointment to any subsequent appointments, CCAs will be advanced 40 hours of annual leave. Upon implementation, eligible CCAs will receive annual leave prorated to the end of their 360-day term.

The addition of these new MOUs should allow more opportunities for letter carriers to plan for and use annual leave.

Another new MOU, Re: Monetization of Annual Leave, provides career employees the opportunity to sell back up to 40 hours of annual leave prior to the beginning of the leave year if they are at the carryover maximum and they have used fewer than 75 sick leave hours in the year immediately preceding the year for which the leave is being exchanged. This MOU, found on page 186 of the National Agreement, reads:

Re: Monetization of Annual Leave

The parties agree that NALC career employees will be allowed to sell back a maximum of forty (40) hours of annual leave prior to the beginning of the leave year provided the following two (2) criteria are met:

- 1. the employee must be at the maximum leave carry-over ceiling at the start of the leave year; and***
- 2. the employee must have used fewer than 75 sick leave hours in the leave year immediately preceding the year for which the leave is being exchanged.***

The leave exchange is only applied to annual leave that would otherwise be advanced at the beginning of the leave year. You cannot exchange annual leave that was earned and accumulated in the previous leave year. The Annual Leave Exchange program runs each year during Open Season (mid-November through mid-December).

The maximum annual leave carryover is 440 hours, as defined in the *Employee and Labor Relations Manual*, Section 512.321. However, since the COVID-19 pandemic, the NALC and the Postal Service

have agreed on a year-to-year basis to increase the maximum carryover to 520 hours. The latest agreement, M-02002, found in NALC's Materials Reference System, will expire with the conclusion of the 2025 leave year. Therefore, the maximum will return to 440 hours in the 2026 leave year unless another agreement is reached.

Another new MOU provides additional benefits to city carriers related to bone marrow, stem cell, blood platelet and organ donations.

The MOU Re: Time Limitations Concerning Bone Marrow, Stem Cell, Blood Platelet, and Organ Donations defines the amount of administrative leave that can be granted each leave year for bone marrow, stem cell, blood platelet and organ donations made by letter carriers. This MOU states:

Re: Time Limitations Concerning Bone Marrow, Stem Cell, Blood Platelet, and Organ Donations

As to the time limitations applicable to bone marrow, stem cell, blood platelet, and organ donations, the parties agree the amount of administrative leave that can be granted per leave year to cover qualification and donation is determined by the number of days recommended by the treating physician or hospital, not to exceed the following for:

a. A full-time or part-time regular career employee is limited to:

- (1) for bone marrow, up to seven (7) days;***
- (2) for stem cells, up to seven (7) days;***
- (3) for blood platelets, up to seven (7) days; and***
- (4) for organs, up to thirty (30) days.***

b. A part-time flexible (PTF) or city carrier assistant (CCA) may be granted leave up to the limits set forth above. The amount of leave that may be granted will be based on the employee's average daily work hours in the preceding 26 weeks, but not to exceed eight (8) hours per day.

Article 11 of the National Agreement provides city carriers with paid holidays and includes rules related to the scheduling and pay for these holidays. With the 2023-2026 National Agreement, Juneteenth has been officially added to

Article 11, Section 1 as a paid holiday for career letter carriers, increasing the total holidays from 10 to 11. Article 11, Section 1 states:

Section 1. Holidays Observed

The following eleven (11) days shall be considered holidays for full-time and part-time regular scheduled employees hereinafter referred to in this Article as "employees":

New Year's Day

Martin Luther King, Jr.'s Birthday

Presidents Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Columbus Day

Veterans' Day

Thanksgiving Day

Christmas Day

Juneteenth became a federal holiday in 2021, when the law was signed by President Biden. However, the law does not apply to the Postal Service. Although the Postal Service started observing Juneteenth in 2022, the holiday was not yet an enforceable holiday until it was incorporated into our National Agreement. Unlike full-time and part-time regular employees, PTFs do not receive holiday pay for each holiday. Instead, Article 11, Section 7 provides that the holiday pay is built into the regular hourly rate for PTFs (except for those in Step AA). In other words, PTFs receive a higher regular rate of pay throughout the year that incorporates holiday pay, rather than receiving pay for the actual holiday. Therefore, Article 11, Section 7 had to be modified to update the pay calculation for PTFs to reflect the addition of the Juneteenth holiday. Article 11, Section 7 reads:

Section 7. Holiday Part-Time Employee

A part-time flexible schedule employee shall not receive holiday pay as such. Part-Time Flexible employees other than those in Step AA shall be compensated for the eleven (11) holidays by basing the employee's regular straight time hourly rate on the employee's annual rate divided by 1,992 hours. For work performed on December 25, a part-time

flexible schedule employee shall be paid in addition to the employee's regular straight time hourly rate, one-half (1/2) times the employee's regular straight time hourly rate for each hour worked up to eight (8) hours.

Adding another holiday means PTFs need to receive a slightly higher rate of pay than they did before. This modification increases the holidays from 10 to 11 and decreases the divisor of 2,000 hours to 1,992 hours. This contractual change, which has already been in practice since 2022, simply updates the language.

Article 15 of the National Agreement governs the grievance arbitration procedure. There are no changes to the language of Article 15; however, there are three memorandums related to the grievance procedure to review.

MOU Re: Dispute Resolution Process Testing, found beginning on page 208, is an existing memo that created a task force at the national level to explore methods to improve the Dispute Resolution Process. The task force is composed of three members from both the NALC and the USPS who will consider improvements and, when jointly agreed, test various aspects of the process. They will also provide quarterly reports with their recommendations to the NALC president and the USPS vice president of labor relations.

The changes to this memorandum dictate that the task force must begin meeting within 90 days of the new agreement and requires that it meet at least once per quarter. An additional modification instructs the national parties to jointly explore alternate methods for processing grievances, such as electronic grievance case files.

MOU Re: Article 15 – Dispute Resolution Process-Step B Team Procedures, beginning on page 199 of the 2023-2026 National Agreement, is a new memorandum that replaces two similarly named memorandums (MOU Re: Article 15 – Dispute Resolution Process and MOU Re: Article 15 – Dispute Resolution Procedure Task Force). Let's take a look at some of the changes.

Throughout the memo, titles of "USPS Area Manager, Labor Relations" and "USPS District Managers" have been updated to "USPS Director of Field, Labor Relations (DFLR)."

The previous memos did not address whether a certified back-up member could serve on any team, or just the team they were originally designated to serve. The following MOU language makes clear that a certified Step B member can work for any team:

A certified back-up Step B representative can serve as a back-up to any Step B team.

The process for identifying and fixing situations in which a team is unable to resolve cases within 14 days has been modified. Previously, the national business agent and the area manager would determine jointly whether there is a need to activate back-up Step B representatives to address a backlog. The new language provides that if a Step B team is unable to resolve cases within 14 days, the parties will either activate a back-up team or send cases to another primary team. If either of these situations is not feasible or there is a disagreement about what to do, the NBA and DFLR will promptly contact the parties at the headquarters level. The MOU reads, in part, as follows:

The NBA and the DFLR will review the workload of the Step B Team. If it is determined that a Step B Team is unable to resolve cases within fourteen (14) days, they will either:

1. Activate the back-up Step B Team without undue delay, normally within 48 hours, subject to availability. The back-up team will remain activated until the backlog is eliminated. For this purpose, "availability" means certified, employed by the Postal Service, and fit for duty consistent with the provisions of this memorandum.

2. Send Step B appeals to another primary Step B Team under the jurisdiction of the NBA and/or the DFLR if they determine that this Step B Team can handle the workload without causing the team's regular work to become untimely. With the exception of removal cases followed by emergency procedure cases being given priority consideration for discussion and decision, appeals from another team will be merged with the receiving team's cases using the date the case was received by the original team and will be worked in that order.

If the NBA and the DFLR do not agree that another primary Step B Team can handle the additional work without becoming untimely, the backup team will be activated as provided above. If the NBA and the DFLR are unable to identify a primary or backup Step B Team for this work, they will promptly contact and fully inform their respective parties at the headquarters level.

Another change to the above language explains how the Step B teams are to merge cases received from another team into their current workload. The previous memos did not address how this should be handled. Excluding time-sensitive cases that receive priority consideration (removals and emergency procedures), cases should now be merged based on the date the case was received by the original step B team and decided in that order.

Other new provisions explain that the NBA and DFLR will provide quarterly reports to the national level, there will be at least one representative for each party at the national level to provide oversight, the national parties can activate members to work remotely, and only the national parties have the authority to approve the movement of cases if that movement results in the receiving team's regular workload to exceed the 14-day time frame. These provisions state:

Additionally, the NBA and DFLR, or their designees, will report quarterly to the parties at the national level on the performance of their teams and any actions they have taken.

Each national party shall appoint at least one (1) representative to provide national oversight. This includes but is not limited to moving cases from one region to another to address extreme backlog and providing instruction and support to the NBA and the DFLR as needed.

If the national parties cannot identify another primary or backup Step B Team to provide assistance, then the parties can agree to temporarily activate and pair up any trained and available Step B Team members to work remotely.

Only the National Parties have the authority to approve the movement

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Article 12 changes explained

In 1971, the Postal Service and the seven unions which represented the bargaining unit crafts formed a Joint Bargaining Committee (JBC) and negotiated the first national agreement following passage of the Postal Reorganization Act. While there had been other contracts before 1971 that covered various work rules, this was the first agreement to address wages and other economic provisions. Since every bargaining-unit employee was covered by this contract, there were articles and provisions that were specific to the various crafts. In 1973, the JBC consisted of four unions due to the consolidation of crafts into the American Postal Workers Union (APWU). These four were the NALC; APWU; National Post Office Mail Handlers Union, now called the National Postal Mail Handlers Union (NPMHU); and the National Rural Letter Carriers' Association (NRLCA). Although the number of unions decreased, the JBC still negotiated the contract covering all bargaining-unit employees. The JBC continued to bargain for a single contract, so the 1973 and 1975 National Agreements still covered all craft employees. In 1978, the JBC experienced its first split as the NRLCA negotiated its own contract, leaving the NALC, APWU and NPMHU as the only unions in the JBC. Following these negotiations in 1978, the members represented by the JBC unions failed to ratify the tentative agreement, so the terms of the contract were determined in an interest arbitration award issued by Arbitrator James Healy on Sept. 15, 1978. The JBC split again during the next two rounds of negotiations. In 1981, the NPMHU went out on its own, and in 1984, the JBC officially ended when the NALC and APWU negotiated separate contracts.

Since the beginning of collective bargaining in 1971, Article 12 of the National Agreement has remained virtually unchanged. In the first contract, Article 12 addressed the principles of seniority and included language taken from the 1968 National Agreement. The 1968 provisions addressed reassignments and excessing as well as the procedures used when the Postal Service consolidates, discontinues an installation, or moves a delivery unit from one installation to another. Since all the bargaining units were covered by the same agreement, there was specific language to address each craft. In 1973, the language from the 1968 agreement

was moved from Article 12 to Appendix A of the contract and in 1978, this appendix was incorporated back into Article 12. Two other things happened in 1978 that had an impact on the provisions of Article 12. First, because the NRLCA left the JBC, the references to the rural letter carrier craft were removed from the contract. Second, the unions in the JBC signed the Memorandum of Understanding (MOU) Re: Article 7, 12, and 13 – Cross Craft and Office Size, found on pages 142 and 143 of the 2023 National Agreement. This MOU, also called the “Bridge Memo,” states that the provisions of Article 12, among others, will continue for the crafts covered by the 1978 National Agreement. Even after the JBC broke up, each union has continued to include this MOU in their successor agreements.

“During the negotiations for the 2023 National Agreement, the parties agreed to the most substantial changes of Article 12 since Appendix A was incorporated into the 1978 National Agreement.”

Because of the Bridge Memo, there has been little change to Article 12 since 1978. During the negotiations for the 2023 National Agreement, the parties agreed to the most substantial changes of Article 12 since Appendix A was incorporated into the 1978 National Agreement. If you have read through Article 12 in the *Joint Contract Administration Manual (JCAM)* over the years, you would have seen numerous provisions that were grayed out because they did not apply to the letter carrier craft. In some cases, the inapplicable language was found inside of another section and in other cases, entire sections applied to other crafts. The *JCAM* also explained which language did not apply to our craft. If you read Article 12 in the current contract, you will see that all the language that applies to other crafts has been deleted from the National Agreement. The sections where all the language was removed have now been marked “Reserved” to avoid re-numbering and

re-lettering the remaining sections. These modifications should make it easier for NALC representatives to read and understand the rules and regulations, since the language applying to other crafts no longer exists in our contract.

Another significant change to Article 12 in the 2023 National Agreement was the deletion of Section 5.C.8. In the 2019 National Agreement, this section contained provisions pertaining to the involuntary reassignment, or excessing, of part-time flexible letter carriers. The language of this section in the 2019 National Agreement stated the following:

8. Reassignment—Part-Time Flexible Employees in Excess of Quota (Other Than Motor Vehicle)

Where there are part-time flexible employees in excess of the part-time flexible quota for the craft for whom work is not available, part-time flexibles lowest on the part-time flexible roll equal in number to such excess may at their option be reassigned to the foot of the part-time flexible roll in the same or another craft in another installation.

Page 12-45 of the 2022 *JCAM* explained that the term “quota” in this section is obsolete, since there are no longer PTF quotas in the letter carrier craft. This conclusion is based on a national-level arbitration award issued by Arbitrator Shyam Das in case number H7C-NA-C 82, dated March 21, 2000, (C-20485 in NALC’s Materials Reference System). Arbitrator Das found that quotas were a holdover from the 1968 National Agreement and had no meaning since 1971. Under the 1968 agreement, there was a quota of one substitute, now PTF, for each five regular employees. Since this section is not applicable, and actually never was based on the award by Arbitrator Das, the parties agreed to delete the entire section and all the sub-sections.

NALC representatives should not confuse the quota referenced in the old Article 12, Section 5.C.8 with the number of PTFs the parties have agreed to hire in certain locations in accordance with the MOU Re: City Delivery Staffing Adjustment – Hiring Part-Time Flexible City Letter Carriers (M-01986). The number of PTFs to achieve listed in this MOU, which are intended to address staffing issues, are not quotas. Even if the Postal Service hires more PTFs than the number listed

for an installation, they cannot involuntarily reassign the PTFs in excess of this number on a permanent basis based on exceeding a quota.

Keep in mind that deleting this section does not prohibit management from temporarily detailing a PTF to another installation consistent with the provisions of Article 12, Section 5.B.5. Article 12, Section 5.C.8 only dealt with situations where a PTF was going to be permanently reassigned to another installation. In 2002, the parties agreed in case number C94-N-4C-C 99224809 (M-01470) to the following:

If a PTF does not agree to be temporarily detailed or loaned to another post office, management may involuntarily detail or loan the employee in accordance with Article 12.5.B.5 of the 2001 - 2006 National Agreement.

In addition to these changes in Article 12, the 2023 National Agreement also modifies the seniority calculation of employees who leave the bargaining unit and then return to the letter carrier craft found in Section 2.B. Since 1973, letter carriers who left the craft and then came back would either begin a new period of seniority or keep the seniority they had prior to leaving depending on the facts in each situation. When Article 12 references letter carriers who leave the craft, it is referring to those employees who either leave the Postal Service or who leave the bargaining unit. In most cases, this will be letter carriers who accept a non-bargaining unit position, typically in management. This does not apply to letter carriers who accept a detail as a temporary supervisor (204B) since they do not leave the craft while serving in this capacity and continue to accrue seniority regardless of where they work.

The prior language in Section 2.B stated the following:

B. An employee who left the bargaining unit on or after July 21, 1973 and returns to the same craft:

- 1. will begin a new period of seniority if the employee returns from a position outside the Postal Service; or*
- 2. will begin a new period of seniority if the employee returns from a non-bargaining unit position within the Postal Service, unless the employee returns within 2 years from the date the employee left the unit.*

Page 12-5 of the 2022 JCAM further explains this section:

Returning from a Different Installation. *If an employee leaves an installation and later returns to the letter carrier craft, Article 12.2.B is not applicable. Rather, Article 41.2.A.2 requires that in such cases the employee begins a new period of seniority. The only exception to this rule is when letter carriers exercise the Article 12 retreat rights described under Section 5.*

Returning to Same Installation. *Articles 12.2.B and 41.2.F, read together, provide for three different situations concerning the seniority of carriers who leave the bargaining unit, never leave the installation, and who then return to the carrier craft on or after July 21, 1978:*

- 1. If the carrier left the unit prior to July 21, 1973, then Article 41.2.F would apply, and the carrier would pick up whatever seniority he or she had at the time of departure from the unit, but would not receive credit for time spent out of the unit.*
- 2. If the carrier left the unit on or after July 21, 1973 and returned within 2 years, then Article 41.2.F again applies and the carrier would receive credit for the seniority he or she had prior to leaving the bargaining unit.*
- 3. A carrier who left the unit on or after July 21, 1973 and returns later than 2 years following the date of departure, begins a new period of seniority. (Article 41.2.F does not apply; rather Article 12.2.B.2 takes care of the entire matter.)*

This means that a letter carrier who left the bargaining unit, continued to work in the same installation, and then returned to the craft within two years in that installation would keep their seniority minus the time they spent outside of the letter carrier craft. For example, a letter carrier who had 10 years of seniority when they accepted a permanent management position in the same installation and then returned after 18 months, would have still have 10 years of seniority upon their return, not 11.5.

The new language, which reduces the time, states the following:

B. An employee who left the bargaining unit on or after July 21, 1973, and returns to the same craft:

- 1. will begin a new period of seniority if the employee returns from a position outside the Postal Service; or*
- 2. will begin a new period of seniority if the employee returns from a non-bargaining unit position within the Postal Service, unless the employee returns within 1 year from the date the employee left the unit.*

Under this rule, the employee in the above example would have to begin a new period of seniority since they returned after one year. The rules have not changed for letter carriers who leave the letter carrier craft for a position outside of their installation. They would still have to begin a new period of seniority regardless of their length of time outside the craft.

“Article 12 can be one of the most cumbersome articles in the contract to read and understand. The deletion of language that does not apply to the letter carrier craft should make this article easier for NALC representatives when they are faced with issues involving excessing and withholding.”

Article 12 can be one of the most cumbersome articles in the contract to read and understand. The deletion of language that does not apply to the letter carrier craft should make this article easier for NALC representatives when they are faced with issues involving excessing and withholding. The clarification that PTFs cannot be permanently excessed due to a quota should erase any confusion about the number of PTFs in an installation. The modification of the seniority rules will help protect the rights of letter carriers who remain in the craft by shortening the length of time a letter carrier, after accepting a management position in the same installation, can return to the craft without losing their prior seniority.

Letter carrier complements

With the implementation of the 2023-2026 National Agreement, there have been several changes made to the provisions governing letter carrier complements and how positions in our craft are filled. This article will explain the changes that have the most impact. Where contractual language is cited, the new language is shown in bold.

Article 7, Section 1.C

When Arbitrator Shyam Das issued the award setting the terms of the 2011-2016 National Agreement, the percentage of city carrier assistants (CCAs) allowed in each district was determined based on the number of full-time city letter carriers on the rolls within that district. In Article 7, Section 1.C.1, the number of CCAs allowed in each district could not be more than 15 percent of the total complement of full-time letter carriers in that district. Under Article 7, Section 1.C.2, the Postal Service was allowed to hire an additional 8,000 CCAs across the country; however, the number of CCAs each district could hire was limited to no more than 8 percent of the full-time letter carrier complement in that district. While the percentages in each section have not changed, the classification of letter carriers who are counted has been modified. Under the 2023-2026 National Agreement, all career letter carriers, both full- and part-time, will be counted when determining how many CCAs can be hired in each district. When Arbitrator Das set the terms of the 2011 National Agreement, he envisioned a phasing out of the part-time flexible (PTF) classification in the letter carrier craft. This is reflected in Section k of the General Principles, found in Appendix B of the 2023 National Agreement, which states:

*k. As Part-time Flexible (PTF) employees are converted to full-time in accordance with existing contractual processes, the PTF classification shall be phased out. There shall be no new hiring of PTF employees, unless expressly authorized under the **2023** National Agreement or otherwise mutually agreed to by the parties.*

Since the implementation of the 2011 National Agreement, the parties have signed several national-level settlements and memorandums of understanding (MOUs) to increase the number of PTF letter carriers across the country. The first

MOU, Re: CCA Conversion to Career Status, contained in the 2016 National Agreement, required the conversion of CCAs with relative standing dates prior to 30 months from the ratification date of the agreement to PTF in 100- or 125-workyear offices. The first settlement, which resolved case number Q16M-4Q-Co18034102 (M-01892), was signed on July 27, 2018. This agreement converted all CCAs to PTF if they had at least 30 months of relative standing and were employed in offices of less than 200 workyears. This settlement was due to the Postal Service exceeding the CCA caps in Article 7, Section 1.C.1. The next agreement was the MOU Re: Employing Part-Time Flexible Employees – San Francisco/Bay Valley Districts (M-01904 in NALC's Materials Reference System), dated June 27, 2019, and was signed to help address hiring issues in the offices listed in the MOU in these two districts. On Jan. 22, 2020, the parties settled a second national-level dispute in case number Q16N-4Q-C 19225551 (M-01906), which again dealt with the Postal Service hiring more CCAs than allowed under Article 7. As in M-01896, this settlement required the conversion to PTF of all CCAs with at least 30 months of relative standing in offices of less than 200 workyears. On March 18, 2020, an MOU (M-01909) was signed that is similar to M-01904, requiring the conversion of all CCAs and the hiring of PTFs in Aspen, CO. Additionally, on March 8, 2021, the same agreement was reached (M-01938) for San Bruno, CA, which also added this location to list of offices contained in M-01904.

When the 2019-2023 National Agreement was implemented, there were two changes to the contract that affected the number of PTF letter carriers on the rolls. The first was the MOU Re: City Carrier Assistants – Conversion to Career Status, found on pages 154 and 155 of the 2023 National Agreement. This MOU requires all CCAs, regardless of the size of their employing installation, to be converted to PTF no later than the first day of the third full pay period following the date they achieve 24-months of relative standing. The second change was to the MOU Re: City Delivery and Workplace Improvement Task Force, found on pages 234-236 of the current contract. This modification, which was intended to address offices where the Postal Service was unable to hire and retain CCAs, states the following:

Staffing and Scheduling. Jointly review and address issues regarding city letter carrier complements, starting times, employee availability, and related transportation schedules, in order to optimize staffing and scheduling efficiencies.

Because of this provision, the parties met at the headquarters level both during the term of the last contract and in the interim period between the expiration of the 2019 National Agreement and the award of Arbitrator Dennis Nolan on March 21, 2025. As a result of these meetings, the parties agreed to the MOU Re: City Delivery Staffing Adjustment – Conversions to Part-time Flexible and Full-time Regular Status (M-01985) and MOU Re: City Delivery Staffing Adjustment – Hiring Part-Time Flexible City Letter Carriers (M-01986) on May 24, 2022. Under M-01985, CCAs were converted to PTF (and FTR) in targeted installations. Under M-01986, and the addendum to the MOU, M-01988, hundreds of offices have been moved away from hiring CCAs, instead hiring directly to PTF.

Since all these agreements and settlements have increased the number of PTF letter carriers across the country since Arbitrator Das set the terms of the 2011 National Agreement, tracking the number of CCAs allowed in each district has become more difficult. For example, CCAs converted to PTF under the MOU Re: CCA Conversion to Career Status from the 2016 National Agreement, settlements M-01892 and M-01906, and the MOU Re: City Carrier Assistants – Conversion to Career Status were counted as full-time letter carriers. Under the other agreements and settlements, M-01904, M-01985 and M-01986, PTFs were not counted, or were counted as CCAs, when calculating and applying the percentages in Article 7. This new language simplifies the process for determining how many CCAs a district can have on the rolls and allows the NALC to better track districts that exceed those limitations.

MOU Re: Full-time Opportunities – City Letter Carrier Craft

Since 2013, the NALC has used this MOU and its successor agreements to convert thousands of letter carriers, both part-time flexibles (PTFs) and city carrier assistants (CCAs), to full-time status. This agreement has also resulted in hundreds

of career letter carriers being accepted for transfer using the normal considerations contained in the MOU Re: Transfers. Over the past 12 years, the parties at the national level have successfully used an Alternate Dispute Resolution (ADR) process to ensure that full-time opportunities are filled in accordance with the memorandum.

The first change to MOU Re: Full-time Opportunities – City Letter Carrier Craft deals with an issue that came up as a result of the MOU Re: City Carrier Assistants – Conversion to Career Status. Under this agreement, when CCAs reached 24 months of relative standing, they are converted to PTF, and this had an impact on the ability of career employees to transfer. Under the MOU Re: Full-time Opportunities – City Letter Carrier Craft, a PTF working in an installation where a full-time opportunity became available would have to be converted to full-time prior to the Postal Service accepting a transfer of a career employee. If an office consistently had PTFs on the rolls due to the conversion of CCAs, the likelihood of a career letter carrier being able to transfer would have been severely limited.

Following the ratification of the 2019-2023 National Agreement, the parties signed the MOU Re: Reassignment Opportunities (M-01947). This agreement did two things. First, it confirmed that CCAs converted to PTF in accordance with the MOU Re: City Carrier Assistants – Conversion to Career Status would count toward the conversion/transfer ratios found in Paragraph 3 of the MOU Re: Full-time Opportunities – City Letter Carrier Craft. Second, it allowed career bargaining-unit employees to transfer to an installation with PTFs on the rolls; however, the employee being accepted for transfer would start in the new office as a PTF.

The second modification to MOU Re: Full-time Opportunities – City Letter Carrier Craft requires the Postal Service to create additional full-time opportunities when a current full-time letter carrier is on the rolls but is not available, also known as ORNA positions. To qualify for the creation of an ORNA position, one of two criteria must be met. A letter carrier holding a bid assignment must be on leave without pay (LWOP) for 13 consecutive pay periods, or a full-time city letter carrier becomes absent for an extended period and it is likely that the employee

will not return to duty for an extended period of time. Under the first criteria, letter carriers who are absent due to LWOP for reasons including, but not limited to, military duty, union leave, leave due to a medical condition, including an illness or injury covered under the Office of Workers' Compensation Programs, would trigger the creation of an ORNA assignment. Once these letter carriers have been identified and the criteria confirmed, a new ORNA position is created. These positions are limited to one assignment per letter carrier who meets the qualifications. For example, a letter carrier serving in a full-time union position would have an ORNA position created for them once they reach the first 13-pay period threshold. After that, no other positions would be created unless the letter carrier returned to duty and then left and met the criteria again. These ORNA positions will be full-time opportunities and filled under the language of the MOU. Since these ORNA assignments are considered unassigned regular (UAR) positions, the letter carriers who fill them are still entitled to bid on vacant full-time assignments or be placed in a residual vacancy under the terms of Article 41. If a UAR occupying an ORNA position bids on a new job, the now vacated ORNA position would be filled by a new PTF or CCA conversion or the acceptance of a voluntary transfer. The ORNA position will continue until the letter carrier on LWOP returns to work. When that happens, the UAR remains in that status until they bid on an assignment or are assigned to a residual vacancy. At that point, the ORNA position is delimited, or abolished, until the conditions are met to create a new one. One thing to keep in mind about these positions: A letter carrier must be absent with no work hours before an ORNA position must be created. Letter carriers who are not working on their regular assignments, like those serving on the Step B team or as a 204b, are not absent even though they are not performing letter carrier craft work.

The third change to the MOU deals with an isolated issue that has come up from time to time and needed to be addressed for clarification. In the 2013 version of the MOU Re: Full-time Opportunities – City Letter Carrier Craft (M-01824), the parties agreed that PTFs who transferred in accordance with Item No. 2 would be granted retreat rights to their original

installation. This allowed those PTFs to transfer and be converted to full time and then return to their original installation when a residual vacancy became available. When the 2016 National Agreement was implemented, Item No. 2 of the MOU was modified to include only those PTFs who were on the rolls as PTFs on the ratification date of the 2016 agreement (Aug. 7, 2017). As more PTFs were added to the rolls, the retreat rights offered under the MOU became an issue since the agreement requires the conversion of PTFs to full time prior to offering a letter carrier who transferred the opportunity to return. To resolve the disputes that arose from this issue, the MOU has been modified to make it clear that a letter carrier with retreat rights would be allowed to return to the installation before another PTF was converted to full time to fill an opportunity. The only exception would be if the PTF in the installation has more seniority than the letter carrier with retreat rights. This occurs when a PTF with less seniority than another PTF in the office transfers under Item No. 2 of the MOU.

The final change to the MOU addresses situations where a former Postal Service employee applies for reinstatement under the provisions of Section 233.33 of *Handbook EL-312, Employment and Placement*. The new language in the MOU makes it clear that a reinstated employee does not count toward the transfer ratios found in Item No. 3 of the MOU. It also requires an employee who is granted reinstatement in an office with PTF letter carriers on the rolls may only return as a PTF.

The NALC and USPS will continue to use the ADR to address potential violations that arise under this MOU and work to resolve these issues.

What is a workyear?

Have you ever heard of the term “workyear” and wondered, what is that and how is it calculated? Throughout the National Agreement, you will find provisions that are applicable based on the workyear designation of the installation. In addition to the contract, you will find this term used in Step 4 and national-level settlements as well as various MOUs. You will also see the term “man year” in some places. “Man year” is an obsolete term from the early days of collective bargaining and with the 2023-2026 National

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The New Employee Experience, Retention and Mentoring Program (NEERMP)

The 2023-2026 National Agreement contains a nationwide program called the New Employee Experience, Retention and Mentoring Program. The program, which is new for most of the country, was designed with the intent of improving the communication between new letter carriers and their managers and co-workers, providing work experiences for new letter carriers that allow them the ability to learn their new jobs at a more moderate pace, and providing them with continuing education beyond the Carrier Academy and the on-the-job instruction stages.

The initial idea behind the New Employee Experience, Retention and Mentoring Program was first introduced in 2019 during contract negotiations for the 2019-2023 National Agreement. During negotiations, NALC developed and proposed to the Postal Service a memorandum of understanding (MOU) outlining and detailing a mentoring program that would be afforded to all new city letter carriers as they embarked on their new careers with the Post Office. The Postal Service was interested in the concept, and the two sides agreed to pursue it jointly in a subcommittee of the City Delivery and Workplace Improvement Task Force once the National Agreement was finalized.

The 2019-2023 National Agreement was ratified in March 2021. The subcommittee was then immediately formed, and the two sides hit the ground running in pursuit of developing processes to improve the onboarding, retention and mentoring of new employees. By April 2021, the parties had already jointly developed their first program and agreed to conduct a pilot test with the signing of MOU Re: New Employee Experience and Retention Program. The pilot started out small, with two delivery units, as the parties sought to learn about the new processes put in place. By August 2021, the parties had developed a second pilot program with the signing of MOU Re: New Employee Mentoring Program. It, too, started out small.

The two pilot programs were subsequently combined and modified through an addendum in June 2022, and eventually the testing expanded both programs to 881 stations and offices throughout the country. As a result of the testing and expansion of these programs, as well as lessons learned and the proven success in the pilot sites, the MOU Re: New Employee Experience, Retention and Mentoring Program was created, further modifying and

combining the programs into one. Arbitrator Nolan included the MOU and the program in the 2023-2026 National Agreement, and it will be implemented nationally, to all offices in which city letter carriers work, on July 1, 2025. Beginning that date, all newly hired city letter carriers will be informed of this program as part of the education they receive at the Carrier Academy.

The MOU Re: New Employee Experience, Retention and Mentoring Program contains two sections, the first titled “New Employee Experience and Retention” and the second titled “Mentoring Program.” This article will explain both parts of the program in great detail.

New Employee Experience and Retention

With the nationwide implementation of the program on July 1, 2025, all newly hired city letter carriers will receive the following *prior to leaving the Carrier Academy and reporting to their employing office*:

- Contact information for their employing office, including the direct phone number and email address of the employee’s immediate supervisor, the office phone number, address of the delivery unit, building access information, and the employee’s reporting date and time. Many times, new letter carriers leave the Carrier Academy only knowing which office to report to and when to do it. At times, they have no idea who to speak to when they get there or how to get ahold of them prior to reporting if they have questions. With this new requirement, the initial communication between the new employee and their employing office should be improved.
- A defined work schedule for their first week in the delivery unit. This schedule will include anticipated start and end times, daily hours of work, and scheduled days off. It will also identify days specified for training with an on-the-job instructor (OJI). Additionally, their first day in the office will not be on a Sunday.

All employees deserve to have an idea as to what their schedule from week to week may look like. Everyone likes to make plans for their non-scheduled days and during the hours when they are not required to work. Of course, schedules change from time to time, and undoubtedly these initial work schedules

will change as well, but this requirement will ensure the scheduling supervisor is planning how to utilize the new carrier during the initial week in their new office. The idea of an employee’s first day not being on a Sunday is because operations are different, not all people are there, and OJI training generally does not occur on that day.

- An Employee Identification Number (EIN) and instructions for completing time reporting records. This requirement is necessary to ensure new letter carriers get paid for the time they spend in Carrier Academy and have no issues with their pay when they arrive at their delivery unit.

No later than the first day in the employing office following completion of the Carrier Academy, or as soon as administratively possible, all newly hired letter carriers will receive:

- A new USPS-branded reflective vest, mail satchel and hat. These employees will also receive dog spray, and all other items regularly supplied to new employees. It is very important that new letter carriers can identify themselves as USPS employees while delivering the mail. New city carrier assistants (CCAs) do not become eligible for a uniform allowance until they have completed 90 workdays or 120 calendar days of employment, whichever comes first. New part-time flexible (PTF) letter carriers do not become eligible for a uniform allowance until they have completed their 90-day probationary period. The requirement to provide new letter carriers with a new USPS-branded reflective vest, a mail satchel and a hat ensures all employees can be identified by their customers as USPS employees from their first day in their delivery unit.
- An introduction to and familiarization with the employing office, including a facility tour, introduction to union steward/officials, management staff and other key personnel, and locations of communication/bulletin boards. The introduction and tour will be performed jointly by USPS and NALC representatives. This requirement will help new letter carriers feel welcome in their new workplace and will assist them in meeting their co-workers, representatives and supervisors. The jointly performed introduction and tour will also help new letter carriers understand where certain important parts of the delivery unit

are located, like break areas, restrooms, scanner and key locations, mail staging areas, throwback case, etc.

Additionally, the following policies will be in effect (*note that the weeks referenced below begin with the first week the new letter carrier begins OJI training following Carrier Academy*):

- All CCA and PTF city letter carriers will be guaranteed a minimum of one non-scheduled day each service week, except during the penalty overtime exclusion period. However, this penalty overtime exclusion period exception does not apply to CCAs or PTFs during Weeks 1 through 8 following completion of the Carrier Academy. In other words, CCAs and PTFs must have at least one day off per service week during Weeks 1 through 8. When CCAs and PTFs reach Week 9, they may volunteer to work beyond six days per service week if the work is available, their supervisor approves it, and they choose to do so, but they cannot be required to work beyond six days per service week outside of the penalty overtime exclusion period.
- Following completion of the Carrier Academy, work hours and work locations for CCAs and PTFs will be limited as follows (*again, Week 1 begins the week the new employee reports to their delivery unit following Carrier Academy and begins OJI training*):
 - Weeks 1 through 8—restricted to working only in their employing office. This includes restricting these employees from working in hubs outside of the employing office.
 - Weeks 1 through 4—limited to a maximum of eight workhours per day and 40 work hours per week, including OJI training.
 - Weeks 5 through 8—limited to a maximum of 10 work hours per day and 56 work hours per week.
 - Effective beginning Week 9 through 11—limited to a maximum of 11.5 work hours per day (consistent with *Employee and Labor Relations Manual*, Section 432.32), and 60 work hours per week.
 - Effective beginning Week 12—limited to a maximum of 11.5 work hours per day (consistent with *Employee and Labor Relations Manual*, Section 432.32).
- All CCAs and PTFs will receive a defined

work schedule, identifying anticipated non-scheduled days, start and end times, and route assignments. This schedule will be posted by the close of business on the Wednesday of the preceding week. As stated earlier, people deserve to have an idea as to what their schedule from week to week may be so they can make plans. Schedules are still subject to change, as they are now due to operational changes or needs, but the weekly posting must occur and the requirement to maintain work-hour restrictions and a guaranteed non-scheduled day does not change just because the schedule may.

- All newly hired city letter carriers will receive training on Sunday/Dynamic Delivery procedures with an experienced employee prior to performing Sunday delivery services on their own. This requirement simply means that another letter carrier who is experienced at performing Sunday delivery must train new CCAs and PTFs on how to perform Sunday delivery. There is no specified amount of training, but the idea is to familiarize the new employee and make them comfortable with how Sunday Delivery works prior to them performing the work on their own.
- Progress reviews for newly hired city letter carriers will be conducted at 30-, 60- and 80-day intervals in accordance with current guidelines. During these progress reviews, local management will identify opportunities for improvement, provide constructive feedback, and consider additional OJI/hands-on training as necessary. Copies of these reviews will be provided to the local union. Performing these progress reviews was required prior to this program, but now management must provide copies to the union so that it can ensure the reviews are being done and can understand what may or may not be going well for the new letter carrier.
- Employees will have access to updated route books and maps. Prior to delivering a new route assignment, employees will be provided with reasonable time to review the route book and, if desired, converse with another carrier familiar with the assignment. This requirement was put in place to help assist new carriers with familiarizing themselves with routes they are unfamiliar with, instead of just putting them on a new

route and expecting them to “just follow the mail.”

- To the extent possible, newly hired letter carriers will be provided with consistent route assignments to help promote confidence, route knowledge, quality of service, and familiarity with the employing office. It is the parties’ expectation that newly hired letter carriers will be given the same assignment as was worked the previous day, to the extent possible, during their first 12 weeks. In circumstances in which a letter carrier is assigned to work on a route with which they are not familiar, the reasonable amount of time necessary to become familiar with the route will be considered when evaluating the carrier’s performance.
- New employees are prohibited from performing work outside of the city letter carrier craft during their first 90 workdays or 120 calendar days, whichever comes first. This does not mean that once new letter carriers reach the 90-workday or 120-calendar day threshold that management can assign them to start carrying rural routes, or perform work in other crafts, without following the cross-craft assignment provisions that have always been in place in Article 7. This provision was put in place to make it clear that the cross-craft assignments outlined in Article 7 cannot happen to new letter carriers during their first 90 workdays or 120 calendar days under any circumstances.
- During the first 90 workdays or 120 calendar days of a new city letter carrier’s employment, a meeting should occur prior to any voluntary or involuntary separation. When practicable, the new employee, a union representative, their mentor (described in detail below), and the appropriate management representative should discuss the reasons for the potential separation and whether there are possible alternatives or resolutions to address the underlying issues. The new employee has the right to decline union or mentor representation during these conversations, but the idea is to give the entire group the opportunity to discuss the situation and possibly come to alternative solutions that would help retain the new letter carrier, before a final decision is made by the new employee or by management to terminate their employment.

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NEERMP (continued)

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- Joint Retention Teams (JRTs) may be established by mutual agreement of the USPS district manager and NALC national business agent (NBA), or designees. JRTs are comprised of one NALC member (compensated on a no-loss, no-gain basis) and one USPS member. The respective NALC NBA, or designee, will select the NALC team member and the district manager, or designee, will select the USPS team member. JRTs will educate, assist and monitor compliance with this program at installations with city letter carriers. Although JRTs are not a requirement, during the pilot programs it has been proven that properly functioning JRTs were successful in educating and assisting with the implementation of the program, as well as improving compliance in the offices they worked with. If the parties jointly agree to implement JRTs in a location, the amount of time they work performing their duties, the locations in which they work, etc., will be jointly determined and agreed upon by the NBA and the district manager.

Mentoring Program

As stated earlier, NALC first introduced the idea of a mentoring program for new city letter carriers in 2019. Research concerning mentoring programs has shown that mentoring relationships increase retention rates and help employees adapt to new workplaces. Employees who have workplace mentors have been found to be more likely to experience greater job satisfaction, and mentoring relationships can help eliminate obstacles, difficulties and stumbling blocks that new employees may encounter. Additionally, mentoring programs provide opportunities for new employees to freely ask questions, gain information necessary to successfully perform their jobs, and help build effective and diverse organizations.

To have a successful mentoring program, we must have experienced city letter carriers willing to serve as mentors and help guide new employees during the early stages of their careers. City letter carriers interested in serving as mentors may submit their names to the postmaster or branch president, or their designees, for consideration to be selected. Mentors will then be *jointly* selected by the applicable NALC NBA and USPS district manager, or their designees, based on the following criteria:

- Sufficient understanding of USPS policies, rules and regulations.
- Ability to convey a positive image and attitude.
- Demonstrated good communication skills, safe working practices, and regular attendance.
- Commitment to a four-month mentoring relationship, during which time the mentor will make themselves available for telephonic and/or in-person discussions during regularly scheduled work hours.
- Willingness to meet, both independently and with mentee participation, with management concerning the work performance of mentee.
- Ability and willingness to successfully complete a mentor training program jointly developed by the national parties.

Mentoring relationships established by this program will include the following:

- When practicable, the mentor will participate in the mentee's tour of the delivery unit, introducing the new employee to colleagues and providing them with an overview of the workroom floor.
- The mentor and mentee should meet regularly, as needed, to discuss the mentee's experiences and to address any work-related concerns or issues the mentee may be experiencing. Such requests should not be unreasonably denied.
- The mentor should provide encouragement and advice to the new employee regarding their performance and ability to adapt to the requirements of being a city letter carrier.
- During the first 120 calendar days of a mentee's employment as a city letter carrier, whenever possible, topics and results of any discussions related to the performance of a mentee (positive or negative), including 30-, 60- and 80-day evaluations as described by *Handbook EL-312, Employment and Placement*, Section 584, Employee Evaluation, should be shared with the mentor. *Note: The new employee may choose not to have this information shared with the mentor.*

Mentor and mentee participation in the program are voluntary. Mentors conduct their duties on the clock and are paid at their normal pay rate. While NALC and USPS have a joint expectation that mentoring relationships will last for a period of four calendar months,

the mentorship may be terminated by either the mentor or mentee at any time. In these circumstances, when practicable, efforts will be made to jointly assign a new mentor to the newly hired employee.

Once mentors are jointly selected by the NALC and USPS, they will be provided with a training program to assist them with the skills necessary to properly mentor new letter carriers. The training program consists of some self-study time on the clock of a jointly created *Mentoring Guide*, created by NALC and USPS as well as a jointly administered training session that explains all aspects of the mentor program to the new mentor. In addition to educating new mentors on the guidelines of the mentor program, the guide and the training session cover such topics as:

- What it means to be a mentor.
- Why mentoring is important.
- Building mentoring relationship skills.
- Communication skills such as active listening, communicating with management, and having difficult conversations.

Mentoring allows experienced city letter carriers the chance to directly influence the learning and behavior of the next generation and help define the future Postal Service. A mentoring relationship not only benefits the new employee; it benefits everyone. Mentors benefit by getting the chance to invest in another person and watch their investment grow. Within the office, a mentor's efforts may help build comradery among all carriers. And as the new employee's skills develop, they will help relieve the burden shared among the more senior carriers by independently and efficiently casing and carrying routes on their own. This, in turn, can help stabilize the office schedule, allowing for better work-life balance and planning for all carriers in the unit.

Prior to the New Employee Experience, Retention and Mentoring Program being implemented nationally, as agreed upon by the parties, all city letter carriers will be provided with information about the program. This will likely be done through a series of stand-up talks. Additionally, NALC will be sure to use its social media, website, and future printed publications to spread the message as well. For additional reading about the program, the MOU begins on Page 258 of the 2023-2026 National Agreement, which can be found on the NALC website.

***FIGHT
LIKE HELL!***



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- Find your representatives and senators, and contact them
- Learn more about the bills in the House and Senate that are being monitored by NALC
- Access NALC's fact sheets on our priority issues and legislation



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MOUs in the 2023-2026 National Agreement regarding joint route evaluation and adjustments

Included in Arbitrator Nolan's award that set the terms of the 2023-2026 National Agreement are two memorandums of understanding (MOUs) related to the route evaluation and adjustment process. There is a new MOU titled Re: Fixed Office Time in a Joint Route Evaluation and Adjustment Environment and the continuation of an MOU from the 2019-2023 National Agreement titled Re: Alternate Route Evaluation and Adjustment Process. This article will explain the application of both and how they affect letter carriers.

The continuation of the MOU Re: Alternate Route Evaluation and Adjustment Process in the 2023-2026 National Agreement reaffirms the parties' commitment to explore new methods of jointly evaluating and adjusting city delivery routes to as near eight hours as possible. This commitment includes exploring the use of available information and technologies and using methods that are more efficient and less intrusive than the traditional processes outlined in *Handbook M-41, City Delivery Carriers Duties and Responsibilities*, and *Handbook M-39, Management of Delivery Services*. Pursuant to the MOU (printed below), which now first dates back to almost two decades ago, the parties have negotiated six nationwide joint route evaluation and adjustment processes. Beginning with the Interim Alternate Route Adjustment Process (IARAP) in October of 2008 and continuing through the Technology Integrated Alternate Route Evaluation and Adjustment Process (TIAREAP) which ended in the fall of 2024, these processes made NALC an equal partner in the decisions made to properly evaluate and adjust routes, also providing for fewer disputes than in unilateral management-driven route evaluations and adjustments.

The MOU reads:

The National Association of Letter Carriers, AFL-CIO (NALC) and United States Postal Service recognize the success the parties have experienced the past fifteen years working jointly to evaluate and adjust city delivery routes and the importance of efficiently and effectively utilizing available information and technology to evaluate and adjust city delivery routes as near eight hours as possible.

In order to continue efforts to jointly de-

velop a city delivery route evaluation and adjustment process that reduces disputes and is more efficient and less intrusive, a National Task Force will jointly explore alternative methods of evaluating, adjusting and maintaining city delivery routes.

Additionally, the parties agree to jointly explore ways to utilize technology in joint route adjustment processes.

The Task Force will be established with the signing of this Memorandum, and will include four members from the NALC, and four members of the Postal Service. The Task Force will report to the NALC National President and the Postal Service Vice President, Labor Relations. A report outlining findings and recommendations will be issued by the Task Force as appropriate, but at least once per year from the date of this Memorandum.

This agreement is without prejudice to the Postal Service's right to make changes to policy consistent with Articles 19 and 34, and the union ability to challenge the same. The Task Force will function throughout the term of the 2023 National Agreement.

In addition to the six previous nationwide processes under the MOU, the parties have also agreed to use an alternate route evaluation and adjustment process when the Postal Service establishes a Sorting and Delivery Center (S&DC). This MOU Re: Alternate Route Adjustment Process – Sorting and Delivery Centers (ARAP-S&DC), (M-02006 in the NALC Materials Reference System) outlines the process through which city routes are evaluated and adjusted when they are affected as part of the creation of an S&DC.

One of the responsibilities of the task force established by the MOU is to continue to explore new methods of jointly evaluating and adjusting city delivery routes through the term of the 2023-2026 National Agreement. If the parties come to terms on a future joint route evaluation and adjustment process, the new MOU included in the National Agreement may change the way route evaluation and adjustment teams calculate fixed office time (FOT).

Over time with the changing mail mix, the traditional daily office duties of city carriers have evolved, and the FOT

allowances included in the *M-41* and *M-39* may no longer accurately reflect the morning activities letter carriers have to do. The MOU Re: Fixed Office Time in a Joint Route Evaluation and Adjustment Environment (printed below) is intended to address this issue. The MOU recognizes the need to modify methods for determining FOT to fit office activities in the current work environment.

The MOU reads:

The parties recognize that office work for city carriers has evolved due to the changing mail mix which has impacted caseable mail volume, parcel volume, and accountable mail. In addition, the creation of new modern facilities has also impacted office activities and further necessitates the need to make changes. The components of determining standard office time and the evaluated office time needs to be representative of our current work environment.

The parties agree that identifying the necessary time utilized to perform office activities effectively other than casing mail and pulling down mail which is specific to each route as recurring and non-recurring is appropriate for developing a representative fixed office time.

To modernize the process of evaluating office time on letter carrier routes in a route evaluation and adjustment environment, the parties agree to jointly modify the minimum time values for line items included in fixed office time to maintain components of standard office time that are representative of the current environment. Minimum time values for the office activities line items below will not be less than the indicated value:

- *Lines 8-13 – 0 minutes (see below)*
- *Line 14 – Accountables – 2 minutes*
- *Line 15 – Withdrawing mail – 0 minutes (see below)*
- *Line 19 – Vehicle inspection – 3 minutes*
- *Line 20 – Personal needs – 5 minutes*
- *Line 21 – Office work not covered – 10 minutes*

Time will not be recorded on Lines 8-13 and Line 15 (Withdrawing mail). Time for office activities formerly recorded under Lines 8-13 and Line 15 will be recorded under Line 21. The parties will jointly study and explore development of

methodology to further evaluate office activities as part of future joint route evaluation and adjustment processes.

As the title indicates, this new MOU **only** applies if city delivery routes are evaluated and adjusted under a future national-level joint route evaluation and adjustment process. It does not apply to route inspections conducted unilaterally by the Postal Service under the provisions of Chapter 2 of *Handbook M-39* and Chapter 9 of *Handbook M-41*. Also, it does not apply to unilateral minor adjustments made by management under the provisions of Chapter 1, Section 14 of *Handbook M-39*. In addition, it is not applicable to the current joint process of evaluating and adjusting city delivery routes impacted by the establishment of an S&DC. The ARAP-S&DC MOUs were agreed upon in September of 2024, prior to Arbitrator Nolan's award setting the terms of the 2023-2026 National Agreement.

In a traditional, unilateral management-conducted *M-39* route count and inspection, the establishment of the overall base office time for a route has historically been determined by the analysis of the regular or replacement carriers' average office time, casing standards (18 letters, eight flats, and 70 pieces per minute pull down), plus the evaluated FOT. This concept remains unchanged by this new MOU.

How it works

The Time Allowances for Carrier Office Work chart found on page 98 of *Handbook M-39* (shown above) details the breakdown for time allowances for individual office work functions. In a future nationally agreed upon joint process, the new MOU would modify the time allowances and the language at the bottom of the chart under "Computing Standard Office Time Under Columns (e), (f) and (g) on Form 1838."

The result of this modification would be:

- The recorded time for office work functions identified under Lines 8-13 would be documented on Line 21 (Office work not covered by the form).
- Line 14 base minimum time would be reduced from six minutes to two minutes.
- The recorded time for work functions identified under Line 15 (Withdrawing mail) would be recorded on Line

TIME ALLOWANCES FOR CARRIER OFFICE WORK		
Form 1838		Pieces Per Minute
Line No.	Work Function	1-Trip 2-Trip
1	Routing letter-size mail	18 18
2	Routing all other size mail. (Use Notice 26, Maximum Time Allowance for Routing Mail, to convert pieces to minutes.)	8 8
		Minutes
4.	Strapping mail in bundles or placing in trays, preparing relays and placing mail into satchels; for each 70 pieces regardless of character (minimum allowance 3 minutes). Strapping mail in bundles for markup at computerized forwarding unit. Lines 1-2-3 combined mail volume (strapping out pieces and markup pieces) is used in determining time allowance at 70 pieces per minute.	1
8.	For each 10 pieces of all classes of mail separated for forwarding or return	1
9	Periodicals marked up (for each 2 pieces handled for forwarding or return)	1
10	For each Form 3579, Undeliverable Periodical, Standard A & B or Controlled Circulation Matter	2
11	For each 4 pieces marked up (mail marked Deceased, Temporarily Away, Refused, Vacant (Occupant mail of obvious value) or No Mail Receptacle).	1
12	For each change of address, including Form 3546, recorded on Forms 1564-B and 3982	2
13	Insured receipts turned in	1
14	Registered, Certified, COD, Express Mail, Customs and Postage-Due; Keys, Form 3868, signing for, returning funds or receipts, and for partial completion of Form 3849 (name or address for identification). Base minimum allowance is 6 minutes.	*
15	Withdrawing mail where applicable (from distribution cases, trays, sacks, and/or hampers). Base minimum allowance is 5 minutes	*
16	Sequencing and collating by-pass mail. (Representative time in minutes will be allowed for work function.)	
17	Strapping out time (when mail must be placed in order of delivery) see 922.51d. (Representative time in minutes will be allowed for the work function.)	
18	break (local option).	
19	Vehicle inspection see 922.51f. Base minimum allowance is 3 minutes.	*
20	Personal needs, etc. (Time allowances are printed on the form for each trip, and must not be changed.)	
21	Office work not covered by form. (Work functions must be identified and approved as being necessary and of a continuing nature.) (Use "Comments" section.) Base minimum allowance is 9 minutes	*
22	Waiting for mail (office) and all other office activities not performed on a continuing basis which are excluded in computing net office time. (Use "Comments" section.)	
23	Counting Mail and filling out Form 1838-C worksheet.	

Note: ...For piece items, grant the next higher allowance in minutes for fractional units. Use actual times for Lines 14 through 19 and Lines 21 through 23 when those functions are performed.

* Computing Standard Office Time Under Columns (e), (f), and (g) on Form 1838: If the actual time for each of Lines 14, 15, 19, and 21 is less than the base minimum and the carrier performs the function the base minimum must be entered for the Line Item in the appropriate column. If the actual time exceeds the base minimum, an adjustment to that time cannot be shown which is less than the base minimum.

21 (Office work not covered by the form). The base minimum time for Line 15 would be reduced to zero.

- There would be no changes to how Lines 19 and 20 work functions are recorded.
- Line 21 base minimum time would be increased from nine minutes to 10.

Using the new MOU, the joint teams will calculate fixed office time by recording most office activities, other than casing and pulling down mail, as either recurring or non-recurring. Activities previously recorded on PS Forms 1838 and 1838-C, under Lines 8-13 and 15 would now be recorded on Line 21. When determining minimum line-item values using the modified method, the MOU prohibits the values from being less than what is listed in the MOU.

In a future joint process, the MOU reduces the minimum standard FOT of city delivery routes to 20 minutes, or 30 minutes if the office break option is utilized. However, the joint teams evaluating and adjusting

the routes are responsible for calculating each route's FOT by analyzing the available data and consulting with the regular or jointly agreed upon replacement carrier on the route. The teams will then evaluate and adjust routes jointly using the agreed-upon FOT needed for each route, whether that time is 20 minutes or 50 minutes. Simply put, a route will receive the FOT credit it has demonstrated in the evaluation.

As always, NALC representatives should be watchful of any attempts by management to unilaterally apply these modifications outside of a future nationally agreed upon joint route adjustment process. The new MOU clearly establishes that these modifications apply only in a future joint route adjustment environment. Any such unilateral action would violate the National Agreement, specifically Article 5 (Prohibition of Unilateral Action), Article 19 (Handbooks and Manuals) via *Handbooks M-39* and *M-41*, and the MOU.

Help your NALC family affected by natural disasters

The **NALC Disaster Relief Foundation** provides hands-on relief for carriers affected by natural disasters, such as wildfires, hurricanes, floods and tornados. It receives donations to be used to assist regular NALC members affected by natural disasters.

NALC response teams throughout the country are activated to go to disaster locations and offer assistance to NALC members and their families who live in the same household. Basic supplies, including uniforms and food, are available for those who need assistance.

Financial support may be available depending on the availability of funding and qualifying criterias. Any regular member of NALC who has faced hardship as a result of a natural disaster will be able to apply for assistance.

Make a donation by sending a check or money order to:

NALC Disaster Relief Foundation
100 Indiana Ave. NW
Washington, DC 20001-2144

The foundation is a 501(c)(3). Your contribution to the NALC Disaster Relief Foundation may be eligible for a tax deduction. It is recommended you seek further advice from your tax advisor.



**NALC
Disaster
Relief
Foundation**

Other changes to the 2023-2026 National Agreement

In addition to the other contractual provisions already written about in this edition of the *Activist*, the 2023-2026 National Agreement contains modifications to Articles 2, 14, 16, 17 and 23. While these changes may not be as extensive as some of the others, they are still very important for letter carriers. This article will discuss these changes, and in places where the contract has been modified the new language is in bold.

Article 2

Article 2 of the National Agreement memorializes the parties' understanding related to unlawful discrimination of city carriers. Article 2 has been slightly modified to include pregnancy as one of the protected classes and to replace outdated language consistent with the applicable laws. Article 2, Section 1 states:

Section 1. Statement of Principle

The Employer and the Union agree that there shall be no discrimination by the Employer or the Union against employees because of race, color, creed, religion, national origin, sex (including pregnancy), age, or marital status.

In addition, consistent with the other provisions of this Agreement, there shall be no unlawful discrimination against individuals with disabilities, as prohibited by the Rehabilitation Act.

Article 14

Article 14 of the National Agreement outlines the parties' commitment to safety in the workplace. Article 14, Sections 3.A and 3.B provide for joint national-level and area-level safety committees and Section 4 contains provisions regarding local safety committees; however, prior to the 2023-2026 National Agreement, there were no provisions in Article 14 for district safety committees. In a memorandum of understanding (MOU) signed in 2006, the parties agreed to create a pilot program for district-level safety committees, but the pilot program was not nationwide, and district committees did not exist in every postal district. With the 2023-2026 National Agreement, district-level joint safety committees will be implemented nationwide. This change is memorialized in Article 14, Section 3.C, which states:

C. There shall be established at the District Level, a District Joint La-

bor-Management Safety Committee. District Safety Committees will consist of at least two (2) members from each party; with management members selected by the District Manager or designee and Union members selected by the NALC President or designee. District Safety Committees will meet quarterly. Either party may request a special meeting of the Committee. District Safety Committees are responsible for assisting in implementing District-wide safety initiatives, facilitating communication between Area and Local Safety Committees, and assisting Local Committees as determined by the District Manager and Union. The USPS/NALC National Joint Labor-Management Safety Committee will create guidelines for District Committees. Area Safety Committees are responsible for assisting and monitoring District Committees.

All the language in Article 14, Section 3.C is new. The old language in Section 3.C is now labeled as Section 3.D. The old language in Section 3.D is now labeled as Section 3.E. There were no other changes to those two sections. With this addition to Article 14, district joint safety committees will now be established in every postal district, and those committees will consist of at least two members each from NALC and USPS. They also will be required to meet at least once every calendar quarter to address safety concerns.

Keeping the safety of city carriers in mind, a new Memorandum of Understanding (MOU) Re: Air-Conditioned Vehicles has been added to the National Agreement. The MOU found beginning on page 197 provides:

Re: Air-Conditioned Vehicles

The Postal Service will make every effort to acquire vehicles equipped with air conditioning for use by city letter carrier craft employees. If the Postal Service plans to acquire vehicles not equipped with air conditioning due to the climate in a particular geographic location or another factor(s), the issue will be discussed with the national union.

The Postal Service will continue to follow repair and maintenance procedures to ensure that any necessary maintenance or repairs to air con-

ditioning systems are completed in a timely manner. Inspection of the vehicles' air conditioning systems will be included in preventive maintenance inspections.

This new MOU requires the Postal Service to make every effort to acquire vehicles equipped with air conditioning and to follow repair and maintenance procedures to ensure that any necessary maintenance or repairs are completed in a timely manner.

Article 16

Another modification to the National Agreement is in Article 16 discipline procedures. In an emergency under certain conditions, management has the right to immediately place city carriers off duty in a non-pay status pursuant to Article 16, Section 7. This is commonly referred to as being put on Emergency Placement, or EP. Prior to the 2023-2026 National Agreement, carriers were forced to go without any type of pay during the EP period, at times creating a financial hardship. Article 16, Section 7 has now been amended to give city carriers the right to choose to use their annual leave while on EP to help alleviate the hardship of losing their earnings. It now reads as follows:

Section 7. Emergency Procedure

An employee may be immediately placed on an off-duty status (without pay) by the Employer, but remain on the rolls where the allegation involves intoxication (use of drugs or alcohol), pilferage, or failure to observe safety rules and regulations, or in cases where retaining the employee on duty may result in damage to U.S. Postal Service property, loss of mail or funds, or where the employee may be injurious to self or others. The employee shall remain on the rolls (non-pay status) until disposition of the case has been had. If it is proposed to suspend such an employee for more than thirty (30) days or discharge the employee, the emergency action taken under this Section may be made the subject of a separate grievance.

An employee placed in an off-duty status under this Section may utilize their accrued annual leave during this period.

Annual leave requested pursuant to Article 16, Section 7 can be used intermit-

Continued on page 18

Other changes (continued)

Continued from page 17

tently at the carrier's discretion. In the event management has improperly used the emergency procedure in violation of the National Agreement, stewards should include restoration of any used annual leave as part of the remedy request in a grievance.

Article 17

Article 17 of the National Agreement codifies city carriers' rights regarding union representation. There have been several positive changes for members in Article 17 regarding labor-management meetings and collection of union dues. Article 17, Section 5 requires regular labor management meetings at various levels to discuss the concerns of the parties and to potentially resolve the issues. However, absent an LMOU provision, there was no frequency requirement for the local parties. The new language added to Section 5 now requires the local parties to meet at least twice a year. Article 17, Section 5 now reads:

Section 5. Labor-Management Committee Meetings

*A. The Union through its designated agents shall be entitled at the national, area, and local levels, and at such other intermediate levels as may be appropriate, to participate in regularly scheduled Joint Labor-Management Committee meetings for the purpose of discussing, exploring, and considering with management matters of mutual concern; provided neither party shall attempt to change, add to or vary the terms of this Collective Bargaining Agreement. **The parties at the local level will meet at least twice per year, unless locally negotiated otherwise.***

Another change to Article 17 is in Section 7 related to the parties' responsibilities when collecting union dues from members. Historically, the Postal Service has been responsible for allocating dues once the employee completes PS Form 1187 authorizing the deduction of dues from their pay. Sometimes, for whatever reason, when USPS processes PS Forms 1187 for new members there have been unnecessary delays or errors. With the changes in Section 7, the union will now have full responsibility for dues withholding and processing. This change will make the processing of dues more

accurate and efficient for members and branches. Section 7.A now reads:

Section 7. Checkoff

*A. In conformity with Section 2 of the Act, 39 U.S.C. 1205, without cost to the Union, the Employer shall deduct and remit to the Union the regular and periodic Union dues from the pay of employees **as instructed in writing by the Union and the employee, which written assignment by the employee shall be irrevocable for a period of not more than one (1) year, from each employee on whose account such deductions are to be made. Additionally, the Employer agrees to make voluntary deductions authorized by the employee and directed by the Union. The parties agree that the Union will have sole responsibility for and control over dues withholding and revocation and voluntary deductions authorized by the Employee and directed by the Union. The Union must provide the Postal Service with withholding and revocation information in a format and within time periods acceptable to the Postal Service. The Employer agrees to remit to the Union all deductions to which it is entitled fourteen (14) days after the end of the pay period for which such deductions are made. Deductions shall be in such amounts as are designated to the Employer in writing by the Union.***

Additionally, the new Section 7 also allows members to make voluntary deductions/allotments beyond what the Postal Service previously offered.

Article 23

Another important change for union representatives involves Article 23, which provides union officials with the right to enter postal installations to conduct business related to enforcement of the collective-bargaining agreement. While there were no changes to the language in Article 23, a new companion Memorandum of Understanding Re: Article 23 Rights of Union Officials to Enter Postal Installations was added to the 2023-2026 National Agreement. The new MOU (below) improves access for full-time officers in a leave without pay status (LWOP) and retirees when they need to visit a postal facility on official union business.

Re: Article 23 Rights of Union Officials to Enter Postal Installations

The parties affirm that upon reasonable notice to the Employer, duly authorized representatives of the Union shall be permitted to enter postal installations for the purpose of performing and engaging in official union duties and business related to the Collective Bargaining Agreement. This includes elected or appointed National, Area, Local officers, and representatives.

Officers and/or NALC representatives who are in a full-time Leave Without Pay (LWOP) status or retired will be issued an identification badge to enter postal facilities within their respective local(s) for engaging in official union duties and business related to the Collective Bargaining Agreement. The Union, at the Regional Level, will certify to the appropriate USPS District Labor Relations Manager those full-time or retired officers and/or representatives who need to be issued an identification badge, including the name, location(s) for the access, and the duration of the term of office and/or appointment. Certification will be made on NALC Union Official ID Badge Verification Form.

Upon conclusion of term of office and/or appointment, the identification badge shall be surrendered to the Postal Service. This MOU is not intended to alter or amend the provisions of Article 23.

In the past, some overzealous managers refused to allow retirees or full-time union officers to enter postal facilities because they did not have a current, valid Postal Service identification badge. Postal Service regulations require that anyone entering secure areas of the facility must display a valid ID badge. The new MOU makes it clear that elected or appointed NALC representatives at all levels who are in a full-time LWOP status or retired will now be provided with a valid Postal Service ID badge to enter postal facilities within their respective locals.

These are just some of the very important improvements made to the 2023-2026 National Agreement. Be sure to review the entire agreement on the NALC website to understand all the contractual changes for letter carriers.



Install the free **NALC Member App** for your iPhone or Android smartphone

As technology increases our ability to communicate, NALC must stay ahead of the curve. We've now taken the next step with the NALC Member App for iPhone and Android smartphones. The app was developed with the needs of letter carriers in mind.

The app's features include:

- Workplace resources, including the National Agreement, JCAM, MRS and CCA resources
- Interactive Non-Scheduled Days calendar
- Legislative tools, including bill tracker, individualized congressional representatives and PAC information
- Instantaneous NALC news with personalized push notifications and social media access
- Much more

Go to the App Store or Google Play and search for "NALC Member App" to install for free

Preparing for impasse in local negotiations

This is the third and final part in a series of *Activist* articles on local negotiations. Part 1 in the Winter 2024 edition dealt with selecting LMOU committees, gathering information (leave records, schedules, times records, future event documentation, past bargaining records, and polling the membership), membership support, choosing the negotiation team, and developing strategy. Part 2 in the Spring 2024 edition focused on drafting contract proposals, developing talking points, notifying management of the branch's intent to bargain or not, setting the ground rules, meeting with management, and declaring impasse. Part 3 will dig deeper into the impasse process.

The new National Agreement was settled on March 21, 2025, when Arbitrator Nolan released his final and binding interest arbitration award. As with all new agreements, there comes a new local implementation period, and for this contract, the 2023 local implementation period is from May 27 to June 26, 2025.

To assist branches in preparing for this, NALC recently published *2025 Local Negotiations – A Guide To Local Negotiations Under Article 30 Of The National Agreement*. The guide is available on the Members Only portal of the NALC website under the “Presidents Docs” button. Branches wishing to obtain printed copies of the guide can request them from their national business agent's (NBA) office.

What is an impasse?

An impasse occurs when the parties fail to reach agreement in local negotiations. Depending on the situation, either the union or management may decide to “impasse” one or more of the Article 30 negotiating items by appealing the dispute to a higher level for settlement discussions. If those discussions are not successful, the matter may be taken before a neutral arbitrator. The arbitrator hears evidence from both sides and decides what language of the disputed section of the LMOU will be included going forward. The 2025 impasse rules are as follows:

- Either party may impasse an item.
- Only a subject from the 22 items listed in Article 30 may be impassed.
- When an impassed item involves a management proposal to change

existing language, management has the burden to establish that the continuance of the existing language represents an unreasonable burden on the USPS. (The union has no such obligation when it seeks to change the language of the LMOU.)

- Management may challenge any LMOU provision added or modified in one local implementation period as inconsistent or in conflict with the National Agreement, but they may only do so during the local implementation period of the subsequent National Agreement. If management fails to challenge the provision in the next immediate local implementation period, they forfeit their rights to ever do so. Therefore, management can now only challenge provisions as inconsistent or in conflict, which was added or modified during the 2021 round of local negotiations.

Because LMOU impasses are handled at a higher level, the branch should maintain contact with its NBA when there appears an impasse may be developing during the negotiations period. Your NBA can provide useful advice and sometimes can help resolve deadlocks at the local level.

Keep in mind that a reasonable negotiated settlement is usually preferable to the one imposed by an outsider. It is a good idea to keep the door open to further negotiation, even though management has hardened its position, and even though the June 26, 2025, deadline may be close.

Many labor contracts are settled at the 11th hour, even when an agreement seemed distant and impossible just a short time before. If the parties cannot reach agreement on how to change a provision, they can keep the language they already have by declining to impasse it.

The negotiating committee should study the *2025 Local Negotiations* guide carefully before negotiations begin.

2025 impasse procedure deadlines

Friday, July 11, 2025

You must mail your impasse packet by Friday, July 11, 2025, to the USPS Labor Relations Service Center (address below), the installation head (postmaster), and your NBA. The address and contact

information for your region's NBA can be found on the NALC website under the “Union Administration” tab. Copies of the packet must also be submitted to the postmaster, as well as to the USPS Labor Relations Service Center. Branches are encouraged to submit their impasses via Certified Return Receipt Mail. The USPS Labor Relations Service Center address is:

Labor Relations Service Center
U.S. Postal Service
ATTN: LMOU APPEALS
P.O. Box 23788
Washington, DC 20026

The impasse packet must contain your written, initialed statement identifying the items in dispute, as well as copies of all proposals and counterproposals relevant to each item.

Tuesday, Sept. 9, 2025

Your NBA and the Postal Service's representative will have until this date to try to resolve all the matters in dispute.

Tuesday, Sept. 30, 2025

Any remaining impasses must be certified for arbitration by the NALC national president by this date.

Wednesday, Jan. 28, 2026

All LMOU impasse items must be scheduled and heard in interest arbitration by this date.

Some tips when an impasse occurs

If one or more items are impassed, remember to do the following:

- Complete a separate impasse appeal form for each item (see sample). Be sure to include all the requested information.

- Write a separate cover letter for your NBA for each item being appealed.

This is for your NBA only and should not be sent to the postmaster or the Labor Relations Service Center. Provide a full explanation of the disputed items and the course of the negotiations. If the appealed items are related (e.g., the number off and the length of the choice vacation period), be sure to give a clear explanation. If there is some past negotiating or background history on the issues, please explain. Include any other information that may be helpful to

your NBA when discussing the issues with management or preparing for arbitration, including your hoped-for outcome and bottom line.

- If local management makes its own impasse appeal, make sure to obtain a copy of their written statement. Read it carefully and send it along with your comments about it to your NBA. Think of this as writing an addition and corrections letter in a grievance. Point

out flaws in management's reasoning and rebut statements that you don't agree with.

- As your NBA may need additional input from your branch during settlement discussions with management, make sure the NBA knows how to reach the negotiating team and branch president on short notice.

This series of articles began more than a year ago to encourage branches to get

an early start to begin preparing for local negotiations. For the most part, the steps of gathering information, selecting a team, developing bargaining positions, and creating proposals are steps that can be taken well in advance. Hopefully, branches found these articles useful and were able to take advantage of the extra time to prepare for local negotiations. As is often said: "Failing to prepare is preparing to fail." Good luck to you all.

The 22 LMOU items

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 the 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 leave and posting of leave schedules.

5. The duration of the choice vacation period(s). Some local memorandums of understanding (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 PS 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 the beginning date of the leave year on bulletin boards, etc., 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 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* provides a default pecking order; however,

Continued on page 23

Sample Impasse Appeal Format

Separate form for each impasse item

TO: Labor Relations Service Center ____ (Address)	FROM: NALC Branch No. ____ (Address)
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LMOU Impasse Appeal

NALC impasse

USPS impasse

Article 30 Item No. (1-22) _____

LMOU Item and/or Section _____

Installation: _____

- 1) Exact language, if any, of the impasse item as it appeared in the 2021 LMOU
- 2) Original Union proposal (exact language and date discussed)
- 3) Management counterproposal (exact language and date discussed)
- 4) If applicable, attach any additional proposals and counterproposals
- 5) Final Union proposal (exact language and date discussed)
- 6) Final Management position (exact language and date discussed)

Union Representative _____ Date _____ Initials _____ (Address) Phone _____	Management Representative _____ Date _____ Initials _____ (Address) Phone _____
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The 22 LMOU items (continued)

Continued from page 21

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 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 assignments. 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 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 (ZIP Code).

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.

Letter carrier complements (continued)

Continued from page 9

Agreement, the term was replaced with “workyear.” The parties first agreed to replace “man year” with “workyear” in the 1998 National Agreement. Just keep in mind that “man year” and “workyear” are interchangeable, so wherever you see either one of these terms, they mean the same thing.

Workyears are used to determine the size of a Postal Service installation based on the number of career bargaining-unit employees on the rolls. When calculating the number of workyears, USPS adds up the total number of hours paid to certain career bargaining-unit employees during a 12-month period immediately preceding the effective date of the National Agreement. These hours include all work hours, including overtime, and all paid leave hours. The Postal Service then divides the total hours by 2,080 and the

result is the workyear designation. Once the calculations are complete, the Postal Service generates a workyear designation report and provides it to the NALC at the headquarters level.

There are a few things to keep in mind regarding the workyear designation of an installation. First, only the hours worked by craft employees represented by the NALC, the American Postal Workers Union, and the National Postal Mail Handlers Union are added together. Employees represented by the National Rural Letter Carriers’ Association (NLRCA) are not included in determining the designation. This is due to the MOU Re: Article 7, 12, and 13 – Cross Craft and Office Size, found on pages 142 and 143 of the 2023 National Agreement. This MOU, also called the “Bridge Memo,” only includes those unions covered by the 1978 National Agreement, and because the NRLCA

negotiated its own agreement that year, rural letter carriers are not counted. The second thing to keep in mind is that only career bargaining-unit employees are included when determining the workyear designation. The hours worked by CCAs, PSEs and MHAs are not added to the hours worked by career employees. The last thing to remember is that the determination of the workyear designation only happens once during the lifetime of an agreement. This is important because so many provisions in the contract are based on the workyear designation. If an installation changes during the life of the contract, either by adding or subtracting bargaining-unit employees, there are no contractual provisions that require the Postal Service to recalculate the workyear designation. If you have questions about the size of your installation, contact your national business agent for assistance.

Modifications to Articles 10, 11 and 15 (continued)

Continued from page 5

of cases which result in the receiving team's regular workload exceeding the 14-day time frame for decisioning cases.

This new MOU improves and streamlines the Step B process to facilitate resolution of grievances.

The MOU Re: Electronic Grievance System is a brand-new memorandum that assigns the national parties to explore and work toward the use of an electronic grievance system. The MOU instructs the parties to explore, but not limited to:

- **Creating a system or systems where grievance information can be shared in accordance with laws and regulations.**
- **Communications between the parties and/or between separate systems, if necessary.**
- **Creating and use of electronic grievance forms for all steps of the grievance process to provide visibility to the parties of all grievance activity and its status.**
- **The use of push notifications when grievances are moved to the next steps.**

- **Time stamps to record dates/times of actions taken within the system.**
- **System edit lock-out options once a grievance step is finalized.**
- **Responding to information requests and the feasibility of using the same system to manage and store documents associated with information requests.**
- **Review of electronic repository, as well as associated server space needs and costs for grievance file storage.**
- **Maintenance and system update frequency and costs associated with utilizing an electronic grievance system.**
- **Internet access needed by union stewards to access the electronic grievance system.**

It remains to be seen what the parties will create, but an electronic grievance system has the potential to reduce administrative burdens, track grievances, provide instant updates, and facilitate communication and sharing between the parties at all levels of the grievance procedure. Ideally, an electronic grievance system will help speed up the resolution of grievances and mitigate harm to aggrieved members.



Branch presidents:

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NALC
Attn: Ed Morgan
100 Indiana Ave. NW
Washington, DC 20001

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