

NALC LMOU GUIDANCE (for operations)

HQ Field Labor Relations

April 18, 2025

Timelines

NEGOTIATIONS BEGIN DATE Tuesday, May 27, 2025
NEGOTIATIONS END DATE Thursday, June 26, 2025

Tuesday, May 27 – Thursday, June 26, 2025

IMPASSE BY Friday, July 11, 2025
IMPASSE DISCUSSIONS END Tuesday, September 9, 2025
APPEALS TO ARBITRATION Tuesday, September 30, 2025
ARBTRATION HEARINGS NLT Wednesday, January 28, 2026

*There shall be a **30-day period** of local implementation to commence **May 27, 2025**, on the 22 specific items enumerated in Article 30.*

#1) - Written notice to the local NALC, re: your intent to open bargaining over the implementation of the new Agreement. (Recommended by **NLT May 7, 2025**)

#2 - Select your negotiating team (ASAP, **NLT May 14, 2025**)

#3 - Draft your suggestions on the time, duration and place of the meetings. This is determined by a mutual agreement. (ASAP, **NLT May 14, 2025**)

#4 - Develop your suggestions for any other ground rules. (ASAP, **NLT May 14, 2025**)

#5) - Meet with the local NALC to arrive at an agreement on the ground rules (composition of the teams, meeting times, locations, any other logistics or matters) (**NLT May 21, 2025**)

#6) - “The party declaring a provision(s) inconsistent or in conflict must provide the other party a detailed written explanation of its position during the period of local implementation, but no later than seven (7) days prior to the expiration of that period (**MUST BE BY NLT May 20th, 2025**), **see pg. 104-105 of the National Agreement.**

#7) - Develop your proposals for discussion in the 30-day bargaining period. (**by NLT May 27, 2025**)

Notice to the NALC

TO: Local President, NALC

Our review of the current LMOU reveals that there are provisions that management is interested in (*changing and/or adding*). In addition, in our judgment, there are provisions that are inconsistent and/or in conflict with new or amended provisions of the 2023 National Agreement. We will not agree to continued inclusion of any provision which is impermissible by the terms of Article 30 of the National Agreement. You too may find provisions that require discussion as well.

Therefore, pursuant to Article 30 we will open bargaining over Article 30 twenty-two (22) items, and potentially other items, beginning on May 27, 2025

for a period of 30 days.

We would like to meet in advance of this date to discuss the ground rules, times and place of the meetings and any other logistics related to local implementation.

I would like offer the following for our initial meeting to discuss the logistics of the LMOU meetings:

May 18, TIME, DURATION, PLACE (or)

May 21 TIME, DURATION, PLACE

Sincerely

LMOU Meetings

In a nutshell, based on what is to be discussed, forecast and plan sufficient meetings to accomplish what is necessary in the implementation process and discussions.

Determine or project the number of meetings based on your proposals and the union's proposals, as well as any disputed items in your LMOU.

As an EXAMPLE, if there is only one proposal from management, and one proposal from the union and only two disputed items in the existing LMOU, you may want to schedule (block off) six meeting dates. **Example:**

May 28th, June 2nd, June 9th, June 16, June 19th, and June 24th

However, if there is going to be extensive discussions based on the number of items in dispute and the number of proposals on the table, then schedule sufficient meetings, (the parties may cancel dates not needed). **Example:**

May 27th, May 30th, June 3rd, June 6th, June 10th, June 13th, June 17th, June 20th, June 24th and June 26th.

Other Ground Rules

Will the parties share proposals in advance of a meeting?

At the end of a bargaining meeting will the parties then share proposals to be discussed in the next meeting?

Will the parties upon reading the other's proposals and subsequently developing their counter proposal, will they hold those to the next meeting to discuss or will they share in advance through e-mail?

What will the order of the discussions be? Item #1, #2, #3 (of 22, outlined in Article 30)? Or the union's first proposal, then management's first, so on and so forth?

Will proposals be thoroughly reviewed and tentatively agreed upon (or rejected) before moving on to the next item? Or can a proposal be tabled for later discussion to then move on to the next proposal or item?

Negotiating Team (example)

Chief Spokesperson (i.e. Postmaster)

Subject Matter Expert (Sr. MCSO)

Subject Matter Expert (Retail Supervisor)

Stakeholder (Delivery Supervisor)

Stakeholder (Station Manager)

Labor Relations Manager (or Designee)

Designates a team member to take notes and keep minutes

Chief Spokesperson

- Authority to make decisions and reach agreement.
- Have knowledge of the subject matter.
- Able to keep the meeting under control.
- Confidence in him/herself.
- Imaginative and innovative.
- Flexible.
- Ability to listen.
- Patience.
- Able to determine “what is going on”; be aware.
- Be able to seek and consider advice.

Proposals

Review the items in your LMOU that you wish to discuss based on a belief or a position that that subject matter should not be included in the LMOU because:

- It is **not one of the 22 items** outlined in Article 30.
- it is **inconsistent or in conflict with the new Agreement**.

Develop your proposals, specifying the additions to the current language, or the deletion of the existing language, and your basis for that rationale or position.

IF, you are going to challenge an existing provision that is not in conflict or inconsistent with the new Agreement, but rather is an **unreasonable burden**:

1- assess if you have sufficient documentation to prove this claim.

2-be prepared to bargain over, in the context “this for that.”

3-if no agreement is reached, understand it is an extremely heavy burden that you will carry into a hearing (see #1).

Unreasonable Burden

If you are to challenge an item due to an unreasonable burden, you must be able to establish this “unreasonable burden” beyond just claiming such a burden. You **MUST** demonstrate that the item carries a disproportionate cost, significant inefficiency or operational disruption.

- Imposes excessive cost that are significantly above a national norm or other offices without justifiable cause.
- Severely restricts operational flexibility with respect to scheduling, staffing or delivery logistics, in a way that hinders service in terms of reliability or performance.
- Causes measurable inefficiency things such as consistently leading to missed delivery standards, over staffing situations are under utilization of resources.
- Conflicts with national policy.
- Creates safety or liability risks that are not manageable through regular and normal oversight.

Unreasonable Burden (example)

There's a local provision that requires that 18 carriers be allowed off during the choice vacation period. The delivery unit has 156 routes (6 Aux) and 150 full-time city carriers (FTCC). Fast-forward to present day, there are now 87 FTCC and 90 routes (3 aux). 18 (carriers) was 12% of 150. 18 is nearly 21% of 87 now. Providing coverage for 18 carriers from a pool of 150 is much different than from a pool of 87.

- You may be able to claim that this represents a significant and unnecessary cost.
 - $150 \text{ routes} \times 8 \text{ hrs.} = 1200 \text{ hrs.} + 24 \text{ hrs. (6 aux} \times 4 \text{ hrs.)} = 1224 \text{ hrs./132 carriers (150-18)} = 9.27 \text{ hours}$
 - $87 \text{ routes} \times 8 \text{ hrs.} = 696 \text{ hrs.} + 12 \text{ hrs. (3 aux} \times 4 \text{ hrs.)} = 708 \text{ hrs./69 carriers (87-18)} = 10.26 \text{ hours}$
 - Resulting in a 10% increase in OT.
 - 132 carriers paid one (1) hour at the regular overtime rate (\$38/then) = \$5,016/day; \$1,509,816/yr.
 - 69 carriers paid two (2) hours at the regular overtime rate (\$44/now) = \$6.072/day; \$1,827,672/yr.
 - Resulting in a 27% increase in costs associated with just wages.
- That it is only a product or in existence based on outdated provisions in an LMOU negotiated years ago.
 - 150 FTCC then, 87 now.
- It reduces the Postal Service ability to allocate resources where needed most.
- Negatively impacts service
 - THEN: The last dispatch of value (LDOV) being at 17:00, with carriers starting when the mail is “ready” at 07:50 places carriers off at 16:00 or 17:00 with 1 hour of OT, meeting the LDOV.
 - NOW:THEN: The last dispatch of value (LDOV) being at 16:30, with carriers starting when the mail is “ready” at 08:00 places carriers off at 16:30, after LDOV or 18:00 well after LDOV with 2 hour of OT.

Unreasonable Burden (example of statement and support of the burden)

Statement of Claim:

History of the Provision:

Operational Impact:

Financial Impact:

Resource Allocation (where applicable)

Comparative Standards (where appropriate)

Conclusion:

*Must be vetted and approved
by the District Manager of LR*

22 Items (1-8)

1. Additional or longer wash-up periods.
2. The establishment of a regular work week of five days with either fixed or rotating 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.
4. Formulation of local leave program.
5. The duration of the choice vacation period(s).
6. The determination of the beginning day of an employee's vacation period.
7. Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days.
8. Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.

22 Items (9-15)

9. Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.
10. The issuance of official notices to each employee of the vacation schedule approved for such employee.
11. Determination of the date and means of notifying employees of the beginning of the new leave year.
12. The procedures for submission of applications for annual leave during other than the choice vacation period.
13. The method of selecting employees to work on a holiday.
14. Whether “Overtime Desired” lists in **Article 8** shall be by section and/or tour.
15. The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.

14. Whether ODL in Article 8 shall be by section and/or tour.

Section 5.A & 5.C.2 & MOU

- Currently there is one ODL which covers before and after tour overtime (OT) (2-4 hours) and non-scheduled days (8 hours)
- New Article 8 language creates 2 lists. One list for before and after tour OT and the second list for 8 hours on a non-scheduled day
- These lists would be equitable to themselves
- Full time employees can sign either list or both lists
- The intent is to have more employees on the ODL since they can choose the duration of OT they prefer and to reduce grievances.

14. Whether ODL in Article 8 shall be by section and/or tour.

14. Whether “Overtime Desired” lists in **Article 8** shall be by section and/or tour.

Re: Exceeding 12/60 work hour limits

- Currently employees are limited to 12 hours in a day and 60 hours in a week. This is hard cap and when employees exceed these limits they are entitled to an additional 50% premium. The NALC has been successful in attaining escalating remedies for the repetitive violations.
- Changes to Article 8 make the payment of the premium automatic and remove the need for employees to file a grievance.

14. Whether ODL in Article 8 shall be by section and/or tour.

14. Whether “Overtime Desired” lists in **Article 8** shall be by section and/or tour.

Re: Exceeding 12/60 work hour limits

- Article 8 will allow full time employees on the Overtime Desired List (ODL) to volunteer to exceed the 12/60 limits (Currently there is no exception for volunteers).
- Full time employees not on the ODL will not be allowed to volunteer to exceed the limits. These employees will have to sign the ODL in order to volunteer to exceed the limits.

22 Items (16-22)

16. The method to be used in reserving light duty assignments so that no regularly assigned member of the regular work force will be adversely affected.
17. The identification of assignments that are to be considered light duty within each craft represented in the office.
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.
19. The assignment of employee parking 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.
21. Those other items which are subject to local negotiations as provided in the craft provisions of this Agreement.
22. Local implementation of this Agreement relating to seniority, reassignments and posting.

Summary

Begin now

- NOTICE to the local NALC
- Your team
- Logistics (meeting location, time, duration, date, meeting format)
- Your proposals
- REVIEW your LMOU compared to the new Agreement
- Consult with District LR

Bargaining/Implementation Period May 27 – June 26, 2025

- Plan to meet (and meet in a sufficient amount of meetings, number and duration) to effectively be able to review, and discuss all matters related to the LMOU (items in your LMOU, those inconsistent and/or in conflict with the new Agreement, those creating an **unreasonable burden**). * **REQUIRES LR CONCURRENCE**
- Stay on course

SEE JCAM, pgs. 30-1 – 30-7