MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS
AFL-CIO

Re: Resolution of Issues Left Open by the Nolan Award of March 21, 2025

To implement Arbitrator Nolan's award setting the terms of the 2023-2026 National Agreement, the parties agree to the following.

The following provisions contained in Article 8 of the 2023-2026 National Agreement, which modified the language in the 2019-2023 National Agreement, shall be implemented on July 1, 2025.

Article 8, Section 2. Work Schedules

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.

Article 8, Section 3. Exceptions

The above shall not apply to part-time employees.

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.

Article 8, Section 4. Overtime Work

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.

Article 8, Section 5. Overtime Assignments

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).*

C.2. a. When during the quarter the need for overtime arises, employees with the necessary skills having listed their names will be selected from the "Overtime Desired" list.

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.

G. Full-time employees not on the "Overtime Desired" list may be required to work overtime only if all available employees on the "Overtime Desired" list have worked up to twelve (12) hours in a day or sixty (60) hours in a service week. Employees on the "Overtime Desired" list:

1. may be required to work up to twelve (12) hours in a day and sixty (60) hours in a service week (subject to payment of penalty

overtime pay set forth in Section 4.D for contravention of Section 5.F); and

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

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.

All other modifications to Article 8, which were incorporated into the 2023-2026 National Agreement pursuant to Arbitrator Nolan's award, were implemented immediately upon the issuance of the award on March 21, 2025.

Prior to July 1, 2025, the language in the 2019-2023 National Agreement contained in the above sections shall remain in effect.

The parties acknowledge that the Postal Service payroll system may not be updated by July 1, 2025, to automatically compensate city letter carriers at the pay rate of two and one half (2 1/2) times the base hourly straight time rate as required under Article 8, Section 4.G. Until the payroll system is updated, the parties agree to the following procedure:

- Management will designate a representative in each district to review the work hours of all city letter carriers each pay period.
- The management designee will identify the city letter carriers who have worked in excess of 12 hours in a service day and/or 60 in a service week during the preceding pay period.
- The management designee will input adjustments in GATS to compensate all city letter carriers an additional fifty (50) percent of the base hourly straight time rate for all hours worked in excess of 12 hours in a service day and/or 60 hours in a service week.
- A record of the adjustments, to include the name of the employee; employee identification number; finance number; number of hours worked; and the GATS adjustment input, shall be provided each pay period to the NALC at the national level.
- Any disputes regarding the proper payment input in GATS shall be addressed by the national parties.

The MOU Re: *New Employee Experience, Retention and Mentoring Program* shall be implemented nationwide on July 1, 2025.

The pilot programs operating under the MOU Re: *New Employee Experience and Retention Program* and the MOU Re: *New Employee Mentoring Program* shall continue through June 30, 2025.

Issues regarding the implementation of this agreement shall be forwarded to the Director, Contract Administration, NALC and the NALC President, or their designees, for resolution.

This agreement is without prejudice to the positions of either party and may only be cited to enforce its terms.

Michael J. Elston
Vice President Labor Relations
United States Postal Service

Date May 27, 2025

Brian Renfroe
President
National Association of Letter Carriers, AFL-CIO

Date: 5-27-25