



FULL TIME FLEXIBLE MAIL HANDLER

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With the recent ratification of the 2022 National Agreement, the National Office has begun preparing to implement the new contractual provisions. One of these provisions is the new Memorandum of Understanding (MOU) Re: MHA Automatic Conversion to Career.

Pursuant to this new MOU, beginning no later than the first full pay period 180 days after ratification, Mail Handler Assistants (MHAs) who work in 200 work year offices and reach twenty-four (24) months of relative standing will be automatically converted to career status into a new employee classification called full time flexible.

Automatic conversion therefore depends on two conditions. First, an MHA must work in a 200 work year office. This determination is made by counting all the crafts who bargained together in 1978 prior to the crafts splitting and bargaining separately. These crafts are the mail handler, clerk, motor vehicle, maintenance, and letter carrier crafts. The formula to obtain the number of work years for an office is to take the total number of paid hours accumulated by the career employees in these crafts in each office during the 26 pay periods immediately preceding the term of the current agreement (September 21, 2022), and divide that number by 2080. The hours of any non-career employees (MHAs, PSEs, CCAs, and RCAs) are not included. Whether an installation is classified as a 200 work year is determined at the beginning of each contract term, which in this case would be September 21, 2022, and does not change during the course of the contract term regardless of any increase or decrease in employee complement.

The second condition is that an MHA has 24 months of relative standing. An MHA's relative standing is determined by their initial MHA appointment date in that installation.

Automatically converted MHAs will convert to a new career classification called Full-Time Flexible ("FTF"). They will not have to serve a probationary period upon conversion into the FTF classification. The only employees who can hold FTF positions are MHAs who are automatically converted after twenty-four months of relative standing in the installation. MHAs who convert to career before reaching 24 months of relative standing will not be placed in an FTF position

but will instead be converted to a Full Time Regular (FTR) position. The new FTF classification provides another opportunity for MHAs to convert into a career position without having to wait for a conversion to occur through the Filling of Residual Vacancy MOU or when the Postal Service needs to hire for additional career positions.

FTF employees will have flexible reporting times, flexible non-schedule days and flexible reporting locations within the installation depending on operational requirements. FTF schedules will consist of five workdays per week, eight hours per day with two consecutive scheduled days off. Those schedules will be established on the Wednesday preceding the service week. Because of the flexibility in scheduling, FTFs cannot sign the "Overtime Desired List," but will be able to sign the Daily Volunteer List.

Automatically converted MHAs will go into a new entry step which at the time of implementation will be: at Grade 4, \$40,934 (Annual), \$19.68 (Hourly); at Grade 5, \$42,578 (Annual), \$20.47 (Hourly) (not including any COLA increases). These numbers will be increased by all contractual wage increases received by career employees as outlined in Article 9.1 as well as COLAs that are outlined in Article 9.3.C. After the new step waiting period of 48 weeks, if they have not been converted into a FTR position by that time, the FTF will progress into the same wage chart as the full-time regulars and will be placed at Step AA.

FTF retain their ability to convert into a FTR position by either being the successful bidder on a FTR duty assignment or being placed into a residual vacancy under the MOU – Filling of Residual Vacancies. When converting from an FTF into an FTR classification, the employee will be slotted into the FTR pay step based on the number of weeks served as an FTF and will retain time in step credit. For example, an MHA who reaches 24 months of relative standing and converts to FTF at the beginning of Pay Period 02 will slot into the entry step and will advance to Step AA at the beginning of Pay Period 26. If in Pay Period 11 of that same year, the FTF, before completing 48 weeks as an FTF, successfully bids on a FTR duty assignment or is placed into a residual vacancy, the employee will be placed into Step AA. Based on their time in

step credit, the employee under this scenario will advance to Step A in Pay Period 26.”

Conversions to FTF positions will begin no later than the first full pay period six months from the ratification of the 2022 National Agreement. We should have additional

information on the specific date that this will occur in the next few weeks.

Please talk to your local union official if you have some questions on this process and watch your local bulletin board for additional information.

CONTRACT ADMINISTRATION DEPARTMENT REPORT

LOCAL MEMORANDUM OF UNDERSTANDING/IMPASSE PROCEDURES

In this issue I will go over the process for negotiating the Local Memorandum of Understanding and the Impasse Procedures governing that process.

Article 30 of the National Agreement allows for local negotiation of 20 specific items provided that no local memorandum of understanding may be inconsistent with or vary the terms of the National Agreement.

These items include the following:

- a. Additional or longer wash-up periods
- b. 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
- c. Formulation of local leave program
- d. The duration of the choice vacation period
- e. The determination of the beginning day of an employee's vacation period
- f. Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days
- g. Whether jury duty and attendance at National or State

Conventions should be charged to the choice vacation period

- h. Determination of the maximum percentage of employees who shall receive leave each week of the choice vacation period
- i. The issuance of official notices to each employee of the vacation schedule approved for such employee
- j. Determination of the date and means of notifying employees of the beginning of the new leave year
- k. The procedures for submission of applications for annual leave during other than the choice vacation period
- l. Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour
- m. The number of light duty assignments to be reserved for temporary or permanent light duty assignment
- n. 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.
- o. The identification of assignments that are to be considered light duty
- p. The identification of assignments comprising a

section, when it is proposed to reassign within an installation, employees excessed to the needs of a section

- q. The assignment of employee parking spaces
- r. 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
- s. Those other items which are subject to local negotiations as provided in the following Articles:
 - Article 12, Section .3B5
 - Article 12, Section .3C
 - Article 12, Section .3E3g
 - Article 12, Section .4
 - Article 12, Section .6C4a
 - Article 13, Section .3
- t. Local implementation of this Agreement relating to seniority, reassignments and posting.

Negotiations of the Local Memorandum of Understanding are to occur during a thirty (30) consecutive day bargaining period during the sixty (60) day period commencing on May 2, 2023, and ending on or before June 30, 2023. If the parties cannot agree on the dates for negotiations, the thirty (30)

day period will run from June 1, 2023, through June 30, 2023.

Either party can open negotiations with notification to the other party on or before May 15, 2023. The key timeframes for Local negotiations are as follows:

- 1. The deadline for notification of intent to open negotiations is May 15, 2023.** If neither party provides written notification of its intent to invoke local implementation procedures by May 15, 2023, presently effective Memoranda of Understanding that are not inconsistent or in conflict with the 2022 National Agreement shall remain in effect during the term of the 2022 National Agreement, which runs from September 21, 2022 through September 20, 2025.
2. Initial proposals must be exchanged by the parties within the first twenty-one (21) days of the thirty (30) consecutive day period.
3. In the event that any issue(s) remain in dispute at the end of

the thirty (30) consecutive day period, each party shall identify such issue(s) in writing. Initialed copies of the written statement of issues and copies of all proposals and counterproposals pertinent to the issue(s) in dispute shall be appealed within fifteen (15) days after June 30, 2023 by providing notice to all of the following:

- LR Service Center
 - Installation Head
 - Local Union President
 - NPMHU Regional Representative
4. The appropriate management official at the Area office and the Regional Union representative shall attempt to resolve the matters in dispute within seventy-five (75) days of June 30, 2023. The appropriate management official at the Area office and the Regional Union representative will have full authority to resolve all issues at dispute.

5. If the parties at the Area/Regional level are unable to reach agreement by the end of the seventy-five (75) day period, the issues may be appealed to final and binding arbitration. An appeal by the Union is done by the National Office. Appeals must be filed within twenty one (21) days of the end of the seventy five (75) day period. The issue may be appealed by either the Union or the Postal Service's Vice President of Labor Relations.
6. Once the case is appealed to arbitration, it will be returned to the Local Union for processing. The appeal will be given priority scheduling on the District Regular Contract Docket, meaning that that it will be moved to the top of the arbitration docket for contract/non-disciplinary cases.

If you have any questions, please talk to your Local Union officials for more information.

