

UPDATE ON THE RI-399 MONETARY SETTLEMENT APPEAL PROCESS

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The RI-399 Update MOU provided monetary payments to approximately 38,000 eligible mail handlers, for a total of almost \$14.5 million dollars.

The criteria approved by the NPMHU National Executive Board to establish eligibility for this payment is as follows:

1. In order to be eligible for payment, a Mail Handler had to be in the NPMHU Bargaining Unit (Career or Mail Handler Assistant) and on the rolls of the Postal Service during the Pay Period which ended on September 1, 2017 and the Mail Handler had to be in the NPMHU Bargaining Unit (Career or Mail Handler Assistant) and on the rolls of the Postal Service during the Pay Period which ended on March 15, 2019. A Mail Handler must satisfy both of these criteria for payment.
2. Eligible payees in the Bargaining Unit for less than 5 years (as of September 1, 2017) were awarded 1 Share.
3. Eligible payees in the Bargaining Unit for 5 years or more but less than 10 years (as of September 1, 2017) were awarded 2 Shares.
4. Eligible payees in the Bargaining Unit for 10 years or more but less than 20 years (as of September 1, 2017) were awarded 3 Shares.
5. Eligible payees in the Bargaining Unit for 20 years or more (as of September 1, 2017) were awarded 4 Shares.

The Share amounts were calculated to be worth:

- 1 Share: \$143.90
- 2 Shares: \$287.80
- 3 Shares: \$431.70
- 4 Shares: \$575.60

The USPS made the payment on this settlement in the final pay period of the 2019 fiscal year, with the payment being included in the October 4, 2019 regular paycheck. However, the information that was provided by the Postal Service and used to determine share amounts did not provide accurate information of mail handler service time if the employee had either transferred facilities or had been excessed to another postal facility. Instead, the information only included mail handler service time in each employee's current facilities. With that in mind, and with the potential for inadvertent errors when there are such a large number of payees, the National Office established a Union-run appeals

committee to process for any claims of payment error. The decisions made by this appeals process are final and binding.

Mail Handlers had until January 17, 2020 to submit an appeal. The National Office received approximately 800 appeals by that deadline. Of those, approximately 600 did not include enough information for the committee to properly process the appeals. Thus, on January 17, 2020, the appeals committee sent those 600 a request for additional information to support their claims. That information must be received by the National Office on February 14, 2020.

The appeals committee is diligently reviewing the appeals as we receive them. The list of approved payees will be submitted to the Postal Service after the final date passes for additional information. It is anticipated that the Postal Service will have them processed in or around April 2020, but we will update that information as we receive it. Letters will be sent to all mail handlers who have submitted appeals to inform them of their appeal status at the end of the review period.

LOCAL MEMORANDUM OF UNDERSTANDING/IMPASSE PROCEDURES

In anticipation of having a ratified National Agreement before the next quarterly magazine is published, I want to go over the process for negotiating the Local Memorandum of Understanding and the Impasse Procedures that are contractually mandated based on the time for Local negotiations to start.

The National Agreement under Article 30 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 excess 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 the National Agreement relating to seniority, reassignments and posting.

The tentative 2019 National Agreement identifies the timeframes for negotiations of the Local Memorandum of Understanding as a thirty (30) consecutive day bargaining period during the sixty (60) day period commencing on May 2, 2020 and ending on June 30, 2020. The default bargaining period, if the parties cannot agree to the exact thirty (30) day period, is June 1, 2020 through June 30, 2020. The implementation procedures will appear as a MOU in the new National Agreement.

Either party can open negotiations with notification to the other party on or before May 15, 2020. The key timeframes to remember regarding Local negotiations are as follows:

1. The deadline for notification of intent to open negotiations is May 15, 2020. If neither party provides written notification of its intent to invoke Local implementation procedures by May 15, 2020, presently effective Memoranda of Understanding that are not inconsistent or in conflict with the 2019 National Agreement shall remain in effect during the term of the Agreement. The 2019 National Agreement will be in effect from September 21, 2019 through September 20, 2022.
2. Initial proposals must be exchanged by the parties within the first twenty-one (21) days of the thirty (30) consecutive day Local implementation period.
3. In the event that any issue(s) remain in dispute at the end of the thirty (30) consecutive day implementation period, each party shall identify such issue(s) in writing. Initialed copies of this written statement and copies of all proposals and counterproposals pertinent to the issue(s) in dispute shall be appealed within fifteen (15) days after June 30, 2020 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, 2020. 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 within twenty one (21) days of the seventy five (75) day period. The issues may be appealed by either the Union or the Postal Service's Vice President of Labor Relations. An appeal by the Union is done by the National Office.
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.

There is a training scheduled on Local Memorandum of Understanding for April 8, 2020, during the next SAMLU meeting, contingent on ratification of the contract.

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