



National Postal Mail Handlers Union

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DATE: June 1, 2020

TO: Local Presidents
National Executive Board
National/Regional CAD

FROM: Paul V. Hogrogian, National President *PH*
Michael J. Hora, National Secretary - Treasurer *MJH*
Teresa Harmon, Manager Contract Administration *TH*

RE: 2019 – 2022 National Agreement Questions and Answers

With the ratification of the 2019 – 2022 National Agreement, the parties agreed to jointly develop and implement a Question and Answer document addressing and affirming the parties' mutual understanding and interpretation of many of the new provisions contained in the agreement.

While the Q&A document does not address every matter, the interpretations contained in the Q&A should be self-explanatory and this document may be updated if agreement is reached on additional items by the parties. Moreover, the Q&A is not intended to "add to, modify, or replace, in any respect" the language in the National Agreement. The Questions and Answers are binding on all representatives in the resolution of disputes at the Local and Area/Regional levels and in all phases of the grievance process up to arbitration.

As part of our recurring obligation to update the Contract Interpretation Manual, the Questions and Answers will be included in the next revision of our CIM (Version 5) which is now in development.

Please feel free to circulate the attached Questions and Answers as you deem appropriate, and please do not hesitate to contact the National CAD should you have any questions.

2019 National Agreement Between the United States Postal Service and the National Postal Mail Handlers Union Questions and Answers

Effective Dates

1. What are the effective dates of implementation of the 2019 National Agreement?

Work Rules. All work rules revised by the 2019 National Agreement take effect on Saturday, April 25, 2020, unless the National Agreement specifies another date.

Wages. With regard to wage increases and new wage rates – which to this point include the November 2019 general wage increase and the COLA which was effective February 29, 2020 (paid on March 20, 2020) – these are implemented prospectively in Pay Period 10, which begins on April 25, 2020.

Night Differential. The new night differential rates begin in Pay Period 11, which begins on May 9, 2020.

MHA Overtime. The new rules on MHA overtime, providing overtime pay for hours over eight in a service day, begin on May 9, 2020.

MHA Conversions. The date for conversion of MHAs to career under the one-time conversion program for MHAs with 2.5 years of service is June 6, 2020.

Elimination of Casual Employees. The last date for casual employees on the rolls of the mail handler craft is July 31, 2020.

MHA Relative Standing. The effective date for deeming all newly hired MHAs to be hired on a Saturday at the start of the pay period during which they begin work, solely for relative-standing-based-conversion to career, is May 9, 2020.

Starting Times. The effective date for measuring cumulative changes in starting time for a bid under revised Article 12.3B6 is the date of ratification, or April 7, 2020.

LMOUs. Because of the ongoing pandemic, the NPMHU and the Postal Service have agreed on a Memorandum of Understanding to delay the period during which the parties at each Installation will be authorized to conduct negotiations over the terms of their Local Memoranda of Understanding or LMOUs. In particular, the parties at the National level have reset the initial sixty-day period for local negotiations – which originally was set to occur in

May and June 2020 under Article 30 of the 2019 National Agreement – to the sixty-day period running from September 2, 2020 to October 31, 2020. The default bargaining period, if the parties cannot agree to the exact 30-day period, is **October 2, 2020** through **October 31, 2020**.

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

1. The deadline for notification of intent to open negotiations is **September 15, 2020**. If neither party provides notification of its intent to invoke local implementation procedures by **September 15, 2020**, presently effective Memoranda of Understanding not inconsistent or in conflict with the 2019 National Agreement shall remain in effect during the term of this Agreement.
2. 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 **October 31, 2020** to all of the following addresses:

LR Service Center
Installation Head
Local Union President
NPMHU Regional Representative

3. 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 the close of the implementation period. This seventy-five day period runs from **October 31, 2020** to **January 14, 2021**.
4. If the parties at the Area/Regional level are unable to reach agreement by the end of the 75-day period, the issues may be appealed to final and binding arbitration within twenty one (21) days of **January 14, 2021** or by **February 4, 2021**.

One-time MHA Conversions

1. Which MHAs are eligible for the one-time conversion?

All MHAs in 200 or more man-year installations who have over 2.5 years of service as of the ratification date of the 2019 National Agreement (that is, April 7, 2020) will be converted to career status as full time employees.

2. When will these conversions be effective?

These conversions will be completed as soon as administratively practicable but no later than June 6, 2020, which is 60 days after April 7, 2020, the ratification date for the 2019 National Agreement.

3. What date will be used to determine the 200 man-year office?

Normally September 21, 2019 would be the designated date and the office size would remain constant for the life of the September 21, 2019 – September 20, 2022 National Agreement. For purposes of the 2019 National Agreement only, the parties at the National level have agreed that the 200 man-year report will be calculated using the 26 pay periods that covered the period from September 16, 2017 to September 14, 2018 and the office size will remain constant for the remaining life of the 2019 National Agreement.

Casuals

1. The 2019 National Agreement eliminates use of casuals in the mail handler craft; when does this become effective?

The parties have agreed to a transition period not to exceed 120 days from the date of the Union's ratification of the Agreement. Thus, the last date for casual employees on the rolls of the mail handler craft is July 31, 2020.

2. How will this transition period work?

During the transition period, the number of casuals employed at any installation may be maintained at current levels or at 3.0%, whichever is lower. The current level on the rolls that may be maintained will be determined by the number on rolls on the AP Report AAW996 that includes the date of ratification of the 2019 National Agreement. An exception will be made for installations that have local agreements allowing temporary use of additional casuals: such agreements will remain enforceable, provided that after the local agreement expires (if within the 120 day period) the number of casuals will be limited to 3%. Any new non-career employee hired during this transition period will be an MHA. At no time during the transition period will the combination of casuals and MHAs exceed 21.5% in a district and 26.5% in any installation except as provided for in Article 7, Section 1B or due to the Temporary Exception Period MOU for COVID-19.

3. Can current casuals be converted to MHAs?

Casuals are eligible to take the appropriate examination and if reached, during the competitive hiring process, are eligible to be hired as MHAs.

Other Items

1. How is the initial MHA appointment date determined for the purpose of relative standing?

Effective on May 9, 2020 (the second full pay period after ratification of the 2019 National Agreement), all newly hired MHAs shall be deemed to have an initial MHA appointment date on a Saturday, at the start of the pay period during which they began work in the installation. This is solely for the purpose of relative standing.

2. When are MHAs paid at the overtime rate?

MHAs will be paid at the overtime rate for work performed in excess of eight (8) hours on duty in any one service day (effective May 9, 2020) or forty (40) hours in any one service week.

3. Can employees place their names on the Overtime Desired List at any time besides the two weeks prior to the start of a calendar quarter?

Yes. Newly converted full-time employees and employees converted, transferred, or reassigned into an installation or into the Mail Handler craft within the installation or a mail handler who bids or is reassigned during the a calendar quarter to a duty assignment in a different facility, in a different section, or on a different tour may place their names on the "Overtime Desired" list within the two weeks (14 calendar days) following the date upon which they are converted, transferred, or reassigned to full time. It does not matter whether the mail handler was on the OTDL for the losing facility, section or tour. Placement on the list shall be effective on the next calendar day.

4. Can MHAs be offered part-time career positions?

Yes, the 2019 National Agreement states that any newly established or vacant part-time career positions will be offered to all MHAs within fifty (50) miles of the position for conversion to career based on their relative standing.

5. How does the change made in Article 10.2C of the 2019 National Agreement relate to MHAs selecting annual leave during the choice vacation periods?

This minor change is meant to ensure that, if either party properly raises the issue during local negotiations under Article 30, the parties' representatives are required to discuss whether MHAs are allowed to apply for annual leave during choice vacation periods. Neither party is allowed to argue that such local negotiations are unnecessary. In addition, the parties at the local level remain authorized to reach local agreements or accommodations on this subject, by mutual agreement.

6. Will the Union be provided copies of Seniority and Relative Standing lists?

For Seniority lists, the installation head will post a seniority list of Mail Handlers on all official bulletin boards for that installation and provide an electronic or hard copy to the Union representative in that installation.

For Relative Standing lists, the installation head or their designee shall provide a hard or electronic copy of the Relative Standing list to the local Union official upon request.

7. What is the seniority of a Mail Handler when they are involuntarily excessed outside of their installation?

Effective with the ratification of the 2019 National Agreement, any Mail Handler involuntarily moving from one postal installation to another postal installation shall have the seniority established as of the employee's time in the losing installation. Prior to the ratification date of the 2019 National Agreement, the seniority had included the Mail Handler's complete Mail Handler service time.

8. When an employee transfers into the Mail Handler craft, will the Union be provided time to address them in orientation?

Yes. During the course of any employment orientation for new career or non-career employees or in the event a current postal employee is reassigned or transfers to the mail handler craft, a representative of the Union representing the craft to which the new or current employee is assigned shall be provided ample opportunity to address these employees.

9. Article 12.3B6 talks about a change in start time of an assignment exceeding four (4) hours of cumulative changes within the life of the Agreement; what does that mean?

Cumulative changes are changes that move the starting time outside of a circle which has the starting time as its center and the agreed upon time as its radius. The 2019 National Agreement states that, to be offered to the incumbent employee, cumulative changes must be within four hours prior and four hours after the start time of an assignment. The start date for determining these cumulative changes begins on the ratification date of the 2019 National Agreement, which is April 7, 2020. When an assignment is posted for bid, the start time of the effective date of the bid will become the new point from which cumulative changes are measured.

For example, if a start time on April 7, 2020 was 7:00 am, then a change to 9:00 am may be kept by the incumbent, but another change to 12:00 pm would be outside of the four (4) hour rule.

Another example would be a change of three (3) hours from 7:00 am to 10:00 am, followed by a subsequent change of five (5) hours in the other direction to 5:00 am. In this example, the incumbent would again be allowed to stay in that position because the new start time of 5:00 am remains four (4) hours or less from the original start time of 7:00 am.

10. What happens when changes are made by either Article 12.3B4 (change of fixed days of work), Article 12.3B5 (change in duties or change in principal assignment area), or Article 12.3B6 (change in starting time) that require a bid to be reposted while the number of bids in the section remains the same?

An expedited selection process must be applied, similar to the expedited selection process used under Article 12.6C4d.

11. How would that expedited process work?

The full-time employee whose bid is being reposted and all employees junior to that employee will be identified, and their duty assignments will be offered, in seniority order, to the employees remaining in the section beginning with the senior employee whose bid is reposted. An employee(s) declining to make a selection when canvassed shall be assigned to the duty assignment(s) remaining in the section after the expedited selection process has been completed. The results of the above action shall be effective at the beginning of the succeeding pay period.

12. Is the bid that is being reposted in accordance with Article 12.3B4 (change of fixed days of work), Article 12.3B5 (change in duties or change in principal assignment area), or Article 12.3B6 (change in starting time) part of the expedited selection process?

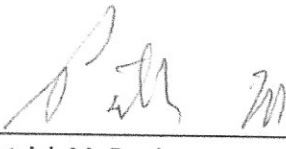
No, the bid will be posted installation wide and will not be part of the expedited selection process.

13. Can a Mail Handler who is temporarily detailed to a supervisory position (204b) or detailed to an EAS position bid on a vacant mail handler duty assignment?

No, a Mail Handler cannot bid on a vacant duty assignment while detailed. The Mail Handler must return to his or her craft position for one continuous pay period before they may exercise their right to bid on a vacant mail handler craft duty assignment. The one continuous pay period must be completed prior to submitting a bid.

14. Under the new agreement, when does an employee begin serving a 14-Day Suspension?

If the Union or the employee initiates a timely grievance prior to the effective date of the suspension and if the grievance is timely appealed to Step 2, the effective date of the suspension will be delayed until disposition of the grievance, either by settlement or an arbitrator's final and binding decision.

 M. A. 5-27-20

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 5-27-2020

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A Division of LIUNA, AFL-CIO