



# National Postal Mail Handlers Union

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February 2020

Dear Members:

We are pleased to present, for your ratification, the results of collective bargaining over the terms of the 2019 National Agreement between the National Postal Mail Handlers Union and the U.S. Postal Service. We believe that the gains and timing of this tentative agreement deserve your support, and we urge you to vote “Yes” to ratify the contract.

The 2019 National Agreement will cover a period of three years, expiring at midnight on September 20, 2022. For career mail handlers, there will be four general wage increases, including 1.1% paid retroactively to November 2019, 1.0% in November 2020, 1.0% in November 2021, and a “special pay adjustment” of 0.8% also in November 2021. The contract also calls for six cost-of-living adjustments (COLAs) based on changes to the July 2019 Consumer Price Index. These new COLAs will be paid every March and September, beginning in March 2020. The new contract also has only one small increase in employee health care contributions, to take effect in 2021. Starting then, the employer contribution will be decreased one last time to 72% of OPM’s weighted average formula, so that USPS pays the same as the U.S. Government does for federal employees receiving the same health benefits.

For a Level 4 MH at top step, the wage increases during the three years of the 2019 National Agreement – not including COLA – will total \$2,370, including \$668 retroactively effective in November 2019; \$607 effective in November 2020; and \$1,093 effective in November 2021. For a Level 5 MH at top step, these general wage increases – again not including COLA – will total \$2,413 over three years (\$681 retroactive to November 2019; \$619 in November 2020; and \$1,114 in November 2021). When projected COLA payments are added at the consensus estimate of \$250 per increase, at top step for career employees there will be an additional \$1,500 in base wage increases – over and above the general wage increases described above – during the term of the 2019 National Agreement. And, of course, protection against future inflation is precisely why the COLA provision remains an important component of the National Agreement.

Although Mail Handler Assistants do not receive COLAs, they will receive annual wage increases that are 1% higher than career employees –

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that is 2.1%, 2.0%, and 2.8%. For MHAs at Level 4, the rate that started in 2013 at \$13.75, and has recently been \$16.21, will immediately go to \$16.55 per hour retroactively effective in November 2019. By November 2021, the Level 4 MHA rate will be \$17.36.

There are other significant improvements in the proposed contract:

- Career mail handlers on the rolls as of September 20, 2019 will be protected from layoff.
- For the first time since 1994, night shift differential has been unlocked, and the differential at all grades and steps will increase by 2% per year.
- Casual employees will be eliminated from the Mail Handler craft within 120 days after ratification. The agreement will eliminate the 18.5% District-wide cap and the 23.5% Installation-wide cap on MHAs, and instead applies a new 24.5% hard cap at the Installation level. The 56-day period of unlimited employees to accommodate peak mailing season will continue, but these will be MHAs instead of casuials. This will mean additional members in our bargaining unit.
- Current MHAs (in 200-workyear facilities) with at least 30 months of service as of ratification will be converted to full-time career positions.
- MHAs will receive overtime pay for work performed in excess of eight (8) hours on duty in a service day (or in excess of 40 hours in a service week), while career Mail Handlers who seek overtime will maintain their preferences for such work.
- There are increases in clothing allowance at 2.5% per year; expansion of the donated leave rules to provide care for children born or adopted; and a host of new improvements in the Article 12 provisions covering seniority and reassignments.
- Under Article 2 of the National Agreement, a new MOU will be added about a Workforce Free of Harassment. The parties commit to providing employees with a safe, productive, and inclusive workplace, and establish a Task Force on Preventing Harassment that will be used to ensure that employees are fully aware of policies and procedures that exist to combat harassment.

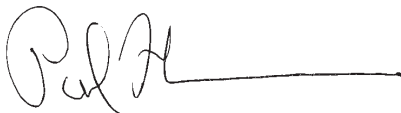
- With regard to health insurance for MHAs, during their first year MHAs will be able to maintain their participation in the USPS Noncareer health plan. The Postal Service will continue to pay \$125 per pay period for self-only coverage, but now the Postal Service will pay significantly more – that is, 65% of the total premium for any MHA who chooses to participate in the USPS Noncareer health plan for self-plus-one or family coverage. Following their first year, MHAs will be given the option of the USPS Noncareer Health Plan or using the same dollar contributions from the Postal Service (at \$125 per pay period for self only, or with USPS paying 75% of the total premium for self-plus-one or family coverage) towards the MHBP Consumer Option or MHBP Value Plan, which are two of the plans sponsored in the Federal Employees Health Benefits program by the NPMHU.

The 2019 round of bargaining has lasted four months beyond the contract expiration of September 20, 2019, but this delay has not had any adverse impact on mail handlers across the country. The effective dates for all economic improvements in the 2019 National Agreement remain the same, and will result in retroactive payments early in 2020.

This booklet contains all changes that are included in the proposed 2019 National Agreement. As required by the NPMHU Constitution, the text of all additions and deletions are set forth, together with a brief explanation of the proposed language. Also enclosed are a secret ballot, a secret-ballot envelope, and a business-reply envelope. At no cost to you, other than the time it will take to mark and mail your ballot, you can and should exercise your right to vote on the terms and conditions of your employment. After you examine all of the details, we hope you agree with our assessment that the tentative agreement is one that deserves your support. The entire National Executive Board has unanimously recommended membership ratification, and we urge all mail handlers to cast their votes to ratify the proposed 2019 National Agreement.

Please accept our gratitude for your patience and continued support.

Fraternally,



Paul V. Hogrogian  
National President



Michael J. Hora  
National Secretary-Treasurer





**TEXT AND EXPLANATION OF  
PROPOSED CHANGES  
TO THE  
2019 NATIONAL AGREEMENT  
BETWEEN  
NPMHU  
AND  
USPS**



## INTRODUCTION

The following pages contain all of the additions and deletions to the 2016 National Agreement that are part of the tentative 2019 National Agreement recently negotiated between the NPMHU and the USPS. Only those provisions that are being modified are presented for your review. Language that is being deleted from the 2016 National Agreement is indicated by ~~brackets~~ and strikethrough type; new language that is being added to the 2019 National Agreement is indicated by underlining and **bold type**. Any part of the 2016 National Agreement that is not mentioned in this document will remain unchanged during the 2019 National Agreement, except for date changes or other cosmetic changes that may be necessary to accommodate the new contract.

Following the language of each proposed modification, we have included a brief explanation of that particular change. The overall picture, however, is relatively easy to summarize: If the tentative agreement is ratified, all career Mail Handlers covered by this agreement will receive (1) four general wage increases, including 1.1% retroactive to November 2019, 1.0% effective in November 2020, 1.0% effective in November 2021, and a “special pay adjustment” of 0.8% also in November 2021; (2) six cost-of-living adjustments added to base pay starting in March 2020 and continuing in the months of March and September of 2020, 2021, and 2022; and (3) all of the other contract improvements that are described below, including full protection against layoffs and reductions in force, elimination of casuals, increased night shift differential rates, and more. Similarly, all Mail Handler Assistants covered by this agreement will receive annual increases of 2.1%, 2.0%, and 2.8. MHAs also will be converted to full-time career positions if they have served 2.5 years as an MHA on the date of ratification; will receive overtime pay for working over eight (8) hours in a service day, and will see other improvements in their terms and conditions. Should this agreement not be ratified, it is not possible to predict with any certainty what may happen over the next three years to the wages and other benefits that currently are earned by Mail Handlers. (We have included in the last few pages of this booklet a partial list of the proposals that USPS brought to the table during this round of bargaining.)

For all of these reasons, we urge you to vote “yes” to ratify the tentative agreement.





## TEXT AND EXPLANATION OF MODIFICATIONS

\* \* \*

**Article 9, Salaries and Wages**

## Section 9.1 Basic Annual Salary

Employees with career appointments before February 15, 2013 shall be paid and earn step increases according to the rates and waiting periods described in Section 9.2A and outlined in Table One.

Employees with career appointments on or after February 15, 2013 shall be paid and earn step increases according to the rates and waiting periods described in Section 9.2B and outlined in Table Two.

The basic annual salary schedule, with proportional application to hourly rate employees, for all grades and steps for those employees covered under the terms and conditions of this Agreement shall be increased as follows:

**Effective November 23, 2019 – the basic annual salary for each grade and step of Table One and Table Two shall be increased by an amount equal to 1.1% of the basic annual salary for the grade and step in effect on September 20, 2019.**

**Effective November 21, 2020 – the basic annual salary for each grade and step of Table One and Table Two shall be increased by an amount equal to 1.0% of the basic annual salary for the grade and step in effect on September 20, 2019.**

**Effective November 20, 2021 – the basic annual salary for each grade and step of Table One and Table Two shall be increased by an amount equal to 1.0% of the basic annual salary for the grade and step in effect on September 20, 2019.**

*Explanation: The underlined portions of these paragraphs mean that career Mail Handlers will receive three general wage increases during the three-year term of the 2019 National Agreement. More specifically, Mail Handlers will receive 1.1% retroactive to November 23, 2019, 1.0% effective on November 20, 2020, and 1.0% on November 21,*

2021. In addition, as noted in the MOU on Pay Schedule Adjustment, there will be an additional 0.8% general wage increase effective on November 21, 2021. For a Level 4 Mail Handler at top step, these wage increases during the three years of the 2019 National Agreement – not including COLA – will total \$2,370, including \$668 retroactively effective in November 2019; \$607 effective in November 2020; and \$1,093 effective in November 2021. For a Level 5 Mail Handler at top step, these general wage increases – again not including COLA – will total \$2,413 over the three years of the contract, including \$681 retroactively effective in November 2019; \$619 effective in November 2020; and \$1,114 effective in November 2021.

\* \* \*

### Section 9.3 Cost of Living Adjustment

#### A Definitions

1. "Consumer Price Index" refers to the "National Consumer Price Index for Urban Wage Earners and Clerical Workers," published by the Bureau of Labor Statistics, United States Department of Labor (1967=100) and referred to herein as the "Index."
2. "Consumer Price Index Base" refers to the Consumer Price Index for the month of July **2019** [2014] and is referred to herein as the "Base Index."

#### B Effective Dates of Adjustment

Each eligible employee covered by this Agreement shall receive cost-of-living adjustments, upward, in accordance with the formula in 4.C, below, effective on the following dates:

- ~~[the second full pay period after the release of the July 2016 Index]~~
- the second full pay period after the release of the January **2020** [2017] Index
- the second full pay period after the release of the July **2020** [2017] Index
- the second full pay period after the release of the January **2021** [2018] Index
- the second full pay period after the release of the July **2021** [2018] Index
- the second full pay period after the release of the January **2022** [2019] Index
- the second full pay period after the release of the July **2022** [2019] Index

- C The basic salary schedule provided for in Table One and Step P of Table Two of this Agreement shall be increased 1 cent per hour for each full 0.4 of a point increase in the applicable Index above the Base Index. For example, if the increase in the Index from **January 2020** [July 2016] to **July 2020** [January 2017] is 1.2 points, [all] pay scales for employees **in Table One and Step P of Table Two of** [covered by] this Agreement will be increased by 3 cents per hour. In no event will a decline in the Index below the Base Index result in a decrease in the pay scales provided for in this Agreement. Steps BB through O in the basic salary schedules provided for in Table Two of this Agreement shall receive COLAs calculated using the formula in this paragraph, adjusted proportionally as reflected in Table Two.

*Explanation: These changes ensure that all career employees covered by the tentative agreement will receive six cost-of-living adjustments during calendar years 2020 through 2021, with the first COLA effective in March 2020. The exact amount of the COLAs will be based on future increases in the Consumer Price Index. As Mail Handlers know from previous years, because of largely unpredictable fluctuations in the rate of inflation, economists have great difficulty in accurately projecting the amount of these COLAs. For example, the seven COLAs paid during the 40-month term of the 2016 National Agreement averaged \$345 per COLA, even though one COLA was 0 and another was only \$21 because of minimal inflation in the economy. If that average were to repeat itself during the term of the 2019 National Agreement, the COLA provision, by itself, would provide over \$1,800 in additional base wage increases over the next three years. Of course, should inflation moderate, these guaranteed COLA payments will be lower, and should inflation increase more than expected, these guaranteed COLA payments could provide larger wage increases.*

\* \* \*

#### Section 9.7 Mail Handler Assistant Employees

In addition to the general increases provided in Section 9.1 above, MHAs will receive an increase of 1.0% annually, for a total of **2.1%** effective November **23, 2019**, **2.0%** effective November **21, 2020**, and **2.0%** effective November **20, 2021**.

~~[MHAs will also receive hourly wage increases as follows:~~

- ~~• \$0.09 per hour effective November 26, 2016~~

- ~~\$0.20 per hour effective May 26, 2018~~
- ~~\$0.21 per hour effective May 25, 2019]~~

All percentage increases are applied to the wage rates in effect on **September 20, 2019** ~~[May 20, 2016]~~.

*Explanation: For MHAs, the years covered by the new National Agreement will mean three general wage increases, each one a full one percent above those provided to career employees for a total of 2.1% in November 2019; 2.0% in November 2020; and 2.0% in November 2021. In addition, as noted in the MOU on Pay Schedule Adjustment, there will be an additional 0.8% general wage increase effective on November 21, 2021. At Level 4, the MHA rate that was at \$13.75 in 2013 and has recently been \$16.21, will immediately go to \$16.55 per hour retroactively effective in November 2019. By November 2021, the Level 4 rate will go to \$17.36.*

\* \* \*

### **Memorandum of Understanding, Pay Schedule Adjustment**

**The parties hereby agree that, effective November 20, 2021, the basic annual salary schedule (Tables One and Two) in effect on September 20, 2019 with proportional application to hourly rate employees, for those employees covered under the terms and conditions of this Agreement, shall be adjusted upward by an amount equal to 0.8% of the appropriate September 20, 2019 salary schedule.**

**In addition, effective November 20, 2021, MHAs will receive a similar upward wage adjustment equal to 0.8% applied to the MHA Schedule wage rates in place on September 20, 2019.**

*Explanation: This is the new Memorandum of Understanding that provides a special pay schedule adjustment to all Mail Handlers and all MHAs of 0.8%, effective on November 20, 2021.*

RSC M (NPMHU)																	
Mail Handlers (RSC M) Schedule																	
Full-Time Annual Basic Rates																	
Retroactively Effective to November 23, 2019																	
M																	
GRADE	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
4	39,696	44,443	50,416	53,240	57,396	57,729	58,071	58,401	58,742	59,078	59,422	59,752	60,093	60,428	60,767	61,101	61,440
5		41,372	46,126	52,507	58,212	58,575	58,943	59,295	59,663	60,029	60,390	60,750	61,110	61,476	61,842	62,198	62,561
6			47,912	54,726	56,225	59,095	59,487	59,885	60,276	60,671	61,068	61,457	61,852	62,249	62,642	63,035	63,424
Part-Time Flexible Employees - Hourly Basic Rates																	
4	19.85	22.22	25.20	26.62	28.70	28.86	29.04	29.20	29.37	29.54	29.71	29.88	30.05	30.22	30.38	30.55	30.72
5	20.69	23.06	26.26	27.70	29.11	29.29	29.47	29.65	29.83	30.02	30.20	30.37	30.55	30.73	30.92	31.10	31.28
6		23.96	27.37	28.12	29.55	29.74	29.95	30.14	30.34	30.53	30.72	30.93	31.13	31.32	31.51	31.72	31.91
Part-Time Regular Employees - Hourly Basic Rates																	
4	19.09	21.36	24.23	25.60	27.59	27.75	27.91	28.08	28.24	28.40	28.57	28.72	28.89	29.06	29.22	29.38	29.54
5	19.89	22.17	25.24	26.64	27.98	28.16	28.34	28.51	28.68	28.86	29.04	29.21	29.38	29.55	29.73	29.91	30.08
6		23.03	26.31	27.03	28.41	28.60	28.79	28.98	29.17	29.36	29.55	29.73	29.93	30.12	30.31	30.49	30.68
Step Increase Waiting Periods (In Weeks)																	
Steps (From-To)	AA-A	A-B	B-C	C-D	D-E	E-F	F-G	G-H	H-I	I-J	J-K	K-L	L-M	M-N	N-O	O-P	
Grades 4 - 5	88	88	88	44	44	44	44	44	44	44	44	34	34	26	26	24	24
Grade 6		96	96	44	44	44	44	44	44	44	34	34	26	26	24	24	
NOTE: This schedule reflects a 1.1% wage increase retroactively effective to November 23, 2019																	
*Subject to rounding adjustments																	

***Schedule 2*** Mail Handlers (RSC M) Schedule Full-Time Annual Basic Rates Retroactively Effective to November 23, 2019																									
RSC M7 (NPMHU)*																									
M																									
GRADE	BB	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P							
4	35,288	36,827	38,363	39,904	41,440	42,981	44,519	46,058	47,596	49,134	50,671	52,208	53,747	55,288	56,824	58,363	59,902	61,440							
5	36,836	38,349	39,862	41,377	42,889	44,403	45,916	47,430	48,941	50,456	51,967	53,482	54,994	56,509	58,022	59,536	61,047	62,561							
Part-Time Flexible Employees - Hourly Basic Rates																									
4	17.64	18.41	19.18	19.96	20.72	21.49	22.26	23.03	23.80	24.57	25.34	26.10	26.87	27.64	28.41	29.18	29.96	30.72							
5	18.42	19.18	19.93	20.69	21.44	22.20	22.96	23.72	24.47	25.22	25.98	26.74	27.50	28.26	29.02	29.76	30.52	31.28							
Part-Time Regular Employees - Hourly Basic Rates																									
4	16.96	17.70	18.44	19.19	19.93	20.66	21.40	22.14	22.88	23.62	24.37	25.10	25.84	26.58	27.32	28.06	28.80	29.54							
5	17.71	18.44	19.17	19.90	20.62	21.35	22.07	22.80	23.53	24.25	24.98	25.71	26.44	27.17	27.89	28.62	29.35	30.08							
Step Increase Waiting Periods (In Weeks)																									
Steps (From-To)	BB-AA	AA-A	A-B	B-C	C-D	D-E	E-F	F-G	G-H	H-I	I-J	J-K	K-L	L-M	M-N	N-O	O-P								
Grades 4 - 5	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52								
NOTE: This schedule reflects a 1.1% wage increase retroactively effective to November 23, 2019																									
*Salary Schedule for career employees with a career appointment date on or after to February 15, 2013.																									
*Subject to rounding adjustments																									
National Postal Mail Handlers Union (NPMHU) Mail Handler Assistant (MHA) Schedule Hourly Rates Retroactively Effective to November 23, 2019																									
RSC M4 (NPMHU)																									
MHA Grade																									
4																									
5																									
NOTE: This schedule reflects a 2.1% wage increase retroactively effective to 11/23/2019																									

\* \* \*

## **New Memorandum of Understanding, Workplace Free of Harassment**

**The National Postal Mail Handlers Union and the United States Postal Service are committed to providing employees with a safe, productive, and inclusive workplace. All employees must refrain from practicing or tolerating discrimination and harassment based on race, color, religion, sex, national origin, age, mental or physical disability, genetic information, uniformed (military) service, or in reprisal for an employee's complaint about or opposition to discrimination or participation in any process or proceeding designed to remedy discrimination. Employees who believe that they are victims of harassment should bring the situation to the attention of a supervisor, a manager, or the manager of Human Resources.**

**To achieve a workplace free of harassment, the parties agree to establish at the National Level a "Task Force on Preventing Harassment." The purpose of the Task Force is to explore the most effective methods to ensure employees are aware of Postal Service policies and procedures on harassment.**

**This Memorandum of Understanding may not be cited in the grievance process or used as the basis for a grievance. Nothing in this Memorandum of Understanding affects the right of employees to file a grievance under Article 2 of the National Agreement.**

*Explanation: This new Memorandum of Understanding has been added under Article 2 of the National Agreement to help ensure a Workforce Free of Harassment. The parties commit to providing employees with a safe, productive, and inclusive workplace, and to establish a Task Force on Preventing Harassment that will be used to ensure that employees are fully aware of policies and procedures that can be used to combat harassment.*

\* \* \*

## Article 6, Layoff and Reduction in Force

### Section 6.3, Preconditions for Implementation of Layoff and Reduction in Force

D Before implementation of reassignment under this Article or, if necessary, layoff and reduction in force of excess employees within the installation, the Employer will, to the fullest extent possible, separate all casuals within the craft and minimize the amount of overtime work, **minimize the hours of Mail Handler Assistants, and minimize** part-time flexible hours in the positions or group of positions covered by the seniority unit as defined in this Agreement or as agreed to by the parties. In addition, the Employer shall solicit volunteers from among employees in the same craft within the installation to terminate their employment with the Employer. Employees who elect to terminate their employment will receive a lump sum severance payment in the amount provided by Part 435 of the Employee and Labor Relations Manual, will receive benefit coverage to the extent provided by such Manual, and, if eligible, will be given the early retirement benefits provided by Section 8336(d)(2) of Title 5, United States Code and the regulations implementing that statute.

*Explanation: This contract provision has never been implemented by the Postal Service because there have been no layoffs or reductions in force. If there ever were, however, the provision has been amended to ensure that overtime hours, MHA hours, and PTF hours, in that order, would be minimized before any layoffs.*

\* \* \*

## Article 6, Memorandum of Understanding, Layoff Protection

Each employee who is employed in the regular work force as of **September 20, 2019,** ~~[May 20, 2016]~~ and who has not acquired the protection provided under Article 6 shall be protected henceforth against any involuntary layoff or force reduction during the term of this Agreement. It is the intent of this Memorandum of Understanding to provide job security to each such employee during the term of this Agreement; however, in the event Congress repeals or significantly relaxes the Private Express Statutes this Memorandum shall expire upon the enactment of such legislation. In addition, nothing in this Memorandum of Understanding shall diminish the rights of any bargaining-unit employees under Article 6.



Since this Memorandum of Understanding is being entered into on a non-precedential basis, it shall terminate for all purposes at, midnight **September 20, 2022** ~~May 20, 2019~~ and may not be cited or used in any subsequent dispute resolution proceedings.

*Explanation: Under this no-layoff clause, all career Mail Handlers employed in the regular workforce as of September 20, 2019 will be protected against layoff or force reduction during the entire term of the Agreement, unless Congress repeals or significantly relaxes the Private Express Statutes. Without this clause, only Mail Handlers with six or more years of service would be protected against layoff or reductions in force under Article 6. This is a crucial part of the National Agreement, especially given the continuing growth in electronic communications and the continuing uncertainty surrounding postal reform legislation.*

\* \* \*

## **Article 7, Employee Classifications**

### Section 7.1 Definition and Use

\* \* \*

#### ~~[B — Supplemental Work Force~~

~~1. — The Supplemental work force shall be comprised of casual employees. Casual employees in all postal installations may be hired for a term not to exceed 360 calendar days per appointment.~~

~~2. — During the course of a service week, the Employer will make every effort to insure that qualified and available part time flexible employees are utilized at the straight time rate prior to assigning such work to casuals. The number of casuals who may be employed in any accounting period, other than the two (2) accounting periods per fiscal year identified as set forth below, shall not exceed 3.0%, on an installation basis, of the total number of career employees covered by this Agreement. The Employer shall notify the Union, at the National level and at the appropriate installation, of which two (2) accounting periods in each fiscal year during which it may exceed the 3.0% limitation in that installation; such notice will be provided at least six (6) months in advance of the beginning date of the affected accounting~~

~~period(s). The Employer will provide the Union at the installation level with an accounting period report listing the number of mail handler casuals at each installation. This report will be provided within fourteen (14) days of the close of the accounting period. In the event that the Employer exceeds the 3.0% limitation, a remedy, if any, will be determined by the individual facts and on a case-by-case basis.]~~

[See Letters, pages 133-135]

**B[€] Mail Handler Assistant Employees (MHAs)**

1. The Mail Handler Assistant (MHA) employee work force shall be comprised of noncareer bargaining unit employees.
2. During the course of a service week, in postal installations with less than 200 man years of employment, the Employer will make every effort to ensure that qualified and available part-time flexible employees, if there are any in the installation, are utilized at the straight-time rate prior to assigning such work to MHAs ~~[and/or casuals]~~, provided that the reporting guarantee for MHAs is met. This sentence also shall apply to larger installations during the limited period in which they continue to employ part-time flexible employees.
3. The total number of MHAs within an ~~[district]~~ **installation** will not exceed ~~[18.5%]~~ **24.5%** of the total number of career mail handlers ~~[in that district, but not more than 23.5%]~~ in ~~[any]~~ **the installation, except during the two (2) accounting periods per fiscal year identified as set forth below. The Employer shall notify the Union, at the national level and at the appropriate installation, of which two (2) accounting periods in each fiscal year during which it may exceed the 24.5% limitation in that installation; such notice will be provided at least six (6) months in advance of the beginning date of the affected accounting period(s).** The Employer will provide the Union at the National level with an accounting period report listing the number of MHAs at each installation and in each district. This report will be provided within fourteen (14) days of the close of the accounting period. In the event that the Employer exceeds the ~~[18.5% limitation by district, or the 23.5%]~~ **24.5%** limitation by installation, a remedy, if any, will be determined by the individual facts and on a case-by-case basis.
4. Any non-NPMHU bargaining unit employee on light or limited duty in the mail handler craft or on a rehabilitation assignment in the mail handler craft who does

not hold a bid assignment will not be counted as a career employee for the purpose of determining the number of MHAs who may be employed in the mail handler craft.

5. MHAs shall be hired from an appropriate register pursuant to such procedures as the Employer may establish. They will be hired for terms of 360 calendar days per appointment. Such employees have no daily or weekly work hour guarantees. MHAs will have a break in service of 5 days if reappointed. In addition, any MHA who is scheduled to work and who reports to work in an installation with 200 or more man years of employment shall be guaranteed four (4) hours of work or pay. MHAs at smaller installations will be guaranteed two (2) hours work or pay.

(The preceding Section, Article 7.1[~~C~~]**B**, shall apply to Mail Handler Assistant employees.)

*Explanation: The tentative agreement eliminates all casual employees from the Mail Handler craft within 120 days of the ratification of the agreement. Under the 2016 National Agreement, the Postal Service has been allowed 3% casuals, down from prior contracts when casual percentages have been as high as 12.5%. In return, the tentative agreement will increase the percentage of MHAs to allow up to 24.5% by Installation (up from 23.5% by Installation and 18.5% by District), and this cap will apply at the Installation level, making enforcement easier for the Union. The tentative agreement will eliminate the District cap, and instead apply a hard cap at the Installation level. In addition, during the peak mailing season, there will be a 56-day period for unlimited hiring of MHAs instead of casuals. This is a historic achievement, as non-career and non-union casuals without a path to career employment have been used in the Mail Handler craft since collective bargaining started in 1971. This also will mean approximately 1,400 additional members of our bargaining unit, which will be good for the employees who are new MHAs and good for the overall strength of the Union.*

\* \* \*

### **Letter of Intent, Transition Period**

The **2019** [2016] National Agreement makes structural changes to the non-bargaining unit workforce and, therefore, creates a need for a transition period to implement the changes. The parties agree to a transition period not to exceed 120 days from the date of the Union's ratification of the Agreement.

During the transition period, the number of casuals employed at any installation may be maintained at current levels or at **3.0%** ~~[5.0%]~~, whichever is lower. 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 **3.0%** ~~[5.0%]~~. Any new non-career employees hired during the transition period will be MHAs. ~~[, unless the installation is below 3.0% casuals, in which case the installation may hire new casuals up to the 3.0% cap before hiring MHAs]~~ At no time during the transition period will the combination of casuals and MHAs exceed 21.5% of the total number of career mail handler employees in a district and **26.5%** ~~[24.5%]~~ in any installation except as provided for in Article 7, Section 1B.

**Unless otherwise noted above, all other contractual language in the 2016 National Agreement relating to casuals will continue to apply during the 120-day transition period. During the transition period, the parties will review and remove all contractual language relating to casuals from the National Agreement.**

After 120 days from the date of the Union's ratification of the Agreement, the language of Article 7, Section **1B3** ~~[1B2 as supplemented by the Letter of Intent re: Installation Measurement of Casuals and the language of Article 7, Section 1C3]~~ **concerning MHA hiring shall be in full force and effect.**

*Explanation: This pre-existing Letter of Intent has been revised to provide for a 120-day transition period for the reduction from 3% casuals to no casuals that will apply under the tentative agreement. It also states that, during this transition period, the parties at the National level will review and remove from the National Agreement all contractual language relating to casuals.*

\* \* \*

### **Memorandum of Understanding, Mail Handler Assistant Employees**

Re: Mail Handler Assistant Employees

The following general principles concerning Mail Handler Assistant Employees (MHAs) shall apply:

## 1. General Principles

- a. The MHA work force is comprised of noncareer, mail handler bargaining unit employees.
- b. MHAs shall be hired for terms of 360 calendar days and will have a break in service of 5 days if reappointed.
- c. Leave provisions for MHAs are included in Attachment A to this MOU.
- d. For MHA percentage use allowances, see Article 7.1C.
- e. The Postal Service will provide a report every four week reporting period with information needed to monitor compliance with the provisions above, i.e., the total number of career bargaining unit employees and MHAs in the mail handler craft by installation.
- f. Effective **November 23, 2019**, the hourly rates for MHAs shall be as follows:

Hourly Rate: Level 4 at **\$16.55** and Level 5 at **\$17.43**

Adjustments to these hourly rates shall be in accordance with Article 9.7. Should it be necessary for recruitment or retention of MHAs, the Postal Service may pay higher hourly rates, with the concurrence of the Union.

g. When the Postal Service hires new mail handler full-time career employees, MHAs within the installation will be converted to full-time regular career status to fill such vacancies based on their relative standing in the installation, which is determined by their original MHA appointment date in that installation. **Effective with the second full pay period after bargaining-unit ratification of the 2019 National Agreement and solely for the purposes of relative standing, 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.** A MHA who does not accept the career opportunity will not lose his/her relative standing for future career opportunities.

## 2. Contract Provisions

\* \* \*

## Article 8

## HOURS OF WORK

\* \* \*

## Section 4. Overtime Work

\* \* \*

## G. Overtime Work for MHAs

MHAs shall be paid overtime for work performed in excess of **eight (8) hours on duty in any one service day or** forty (40) work hours in any one service week. Overtime pay for MHAs is to be paid at the rate of one and one-half (1-1/2) times the basic hourly straight time rate.

When an opportunity exists for overtime for qualified and available full-time employees, doing similar work in the work location where the employees regularly work, prior to utilizing a MHA in excess of eight (8) work hours in a service day or forty (40) hours in a service week, such qualified and available full-time employees on the appropriate Overtime Desired List will be selected to perform such work in order of their seniority on a rotating basis.

\* \* \*

## Article 9

## SALARIES AND WAGES

## Section 7. Mail Handler Assistant Employees

In addition to the general increases provided in Article 9.1, MHAs will receive an increase of 1.0% annually, for a total of **2.1%** effective **November 23, 2019**, **2.0%** effective **November 21, 2020**, and **2.0%** effective **November 20, 2021**.

~~MHAs will also receive hourly wage increases as follows:~~

- ~~• \$0.09 per hour effective November 26, 2016~~
- ~~• \$0.20 per hour effective May 26, 2018~~

- ~~\$0.21 per hour effective May 25, 2019]~~

All percentage increases are applied to the wage rates in effect on **September 20, 2019**.

## Article 10 LEAVE

### Section 2. Leave Regulations

\* \* \*

C. Article 30 of the National Agreement and Local Memoranda of Understanding provisions do not apply to MHAs, except as specifically referenced in the **2019** [2016] National Agreement and as follows: During the local implementation period, the parties may agree to include provisions in the local memoranda of understanding to permit MHAs to apply for annual leave during choice vacation periods, as defined in Article 10 of the National Agreement. Granting leave under such provisions must be contingent upon the MHA having a leave balance of at least forty (40) hours.

\* \* \*

## Article 19

### HANDBOOKS AND MANUALS

\* \* \*

Only the following Memoranda of Understanding from the **2019** [2016] National Agreement shall apply to MHAs:

Leave Sharing

LWOP In Lieu of SL/AL

Administrative Leave for Bone Marrow, Stem

Cell, Blood Platelet, and Organ Donations

Bereavement Leave

Interest on Back Pay

Processing of Post-Separation and Post-Removal Grievances

MHA Separations and Reappointments

One-Time MHA Conversion

Relative Standing of Mail Handler Assistants and Subsequent

Seniority Upon Conversion to Career Mail Handler

Potential for MHA PTF Opportunities

Filling of Residual Vacancies

PTFs in 200 Man Year Facilities Subject to Excessing

Purge of Warning Letters

Wounded Warrior Leave

LOI Mail Handler Assistants in Excess of Percentage Caps

### **Clarification of Regulations for National Day of Observance**

### **Workplace Free of Harassment**

#### 3. Other Provisions

\* \* \*

#### C. Health Insurance

After an initial appointment for a 360-day term and upon reappointment to another 360-day term, any eligible noncareer MHA who wants to pay health premiums to participate in the Federal Employees Health (FEHB) Program on a pre-tax basis will be



required to make an election to do so in accordance with applicable procedures. The total cost of health insurance is the responsibility of the noncareer MHA except as provided below.

Beginning in Plan Year 2014, the Postal Service will make a bi-weekly contribution to the total premium for any MHA who wishes to participate in the USPS Noncareer Health Care Plan (USPS Plan) equal to the greater of (a) \$125, or (b) the minimum required by the Patient Protection and Affordable Care Act, and applicable regulations, for self-only. ~~[The MHA is fully responsible for the cost of premiums for any health insurance plan beyond a self-only plan.]~~ **The Postal Service will make a bi-weekly contribution equal to 65% of the total premium for any MHA who wishes to participate in the USPS Plan for either self plus one or family coverage during the MHA's initial year of non-career employment. After an MHA's first year of employment, the Postal Service will make a bi-weekly contribution equal to 75% of the total premium for either self plus one or family coverage.** Any MHA employee wishing to make their health care contribution on a pre-tax basis will be required to make an election to do so in accordance with applicable procedures. All MHAs will be eligible for the USPS Plan within a reasonable period from the date of hire and entry into a pay status, consistent with the requirements established under the Patient Protection and Affordable Care Act.

~~[If for any reason the USPS Plan is not available to a MHA, the Postal Service will make a bi-weekly contribution for any eligible MHA who selects the Mail Handler Benefit Plan (MHBP) Value Plan or any other plan offered by the FEHB Program, which is equal to or lower in cost to the Postal Service than the MHBP Value Plan for self-only coverage. This contribution for any eligible MHA shall be equal to the greater of (a) \$125, or (b) the minimum required by the Patient Protection and Affordable Care Act, and applicable regulations, for self-only.]~~

**The Postal Service shall continue to provide the USPS Plan with self-only, self plus one, and family options for the duration of this Agreement.**

**If an eligible noncareer MHA elects to participate in the FEHB Program after an initial appointment for a 360-day term and upon reappointment to another 360-day term, the Postal Service will make a contribution toward the total premium for any eligible MHA who selects the Mail Handler Benefit Plan (MHBP) Value Plan or MHBP Consumer Option. For self-only enrollment, this contribution shall be equal to, but no greater than, the dollar amount of the Postal Service's contribution toward self-only coverage for MHAs under the USPS Plan. For self**

**plus one or family coverage, the contribution shall be equal to, but no greater than, the dollar value of 75% of the total premium for self plus one or family coverage under the USPS Plan.**

#### D. MHA Career Opportunity

When the Postal Service determines in accordance with contractual provisions that it has needs to fill vacancies with new career employees, available and qualified MHAs will be converted to fill such vacancies based on their relative standing in the installation, which is determined by their initial MHA appointment date in that installation. **Effective with the second full pay period after bargaining-unit ratification of the 2019 National Agreement and solely for purposes of relative standing, 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.**

\* \* \*

*Explanation: This Memorandum of Understanding re Mail Handler Assistant Employees remains the place for collecting most of the terms and conditions that affect MHAs, and therefore contains most, if not all of the changes that are being made to other portions of the 2019 National Agreement that directly impact MHAs. Notably, these include:*

- *Pay increases for MHAs*
- *Payment of overtime to MHAs after eight (8) hours of work in a service day*
- *Incorporation of all new MOUs and LOIs applicable to MHAs, including the MOU on a Workplace Free of Harassment*
- *Health Insurance:*
  - o *MHAs during their first year of employment will be able to maintain their participation in the USPS Noncareer health plan. The Postal Service will continue to pay \$125 per pay period for self-only coverage, but under the tentative agreement, the Postal Service will pay significantly more – namely, 65% of the total premium for any MHA who chooses to participate in the USPS Noncareer plan for self-plus-one or family coverage.*
  - o *After an MHA completes one 360-day appointment, beginning in each MHA's second year of employment, an MHA will be able to choose coverage under the USPS Noncareer health plan (at \$125 per pay period for self only, or with the Postal Service paying 75% of the total premium for self-plus-one or family coverage) or the MHA will be able to*

*use the same dollar amounts from the Postal Service to obtain coverage from the MHBP Consumer Option or the MHBP Value Plan, which are two of the three plans sponsored in the Federal Employees Health Benefits program by the NPMHU.*

\* \* \*

### **Memorandum of Understanding, One-Time MHA Conversion**

The U.S. Postal Service and the National Postal Mail Handlers Union, A Division of the Laborers' International Union of North America, AFL-CIO, agree to the following:

- **1.** All Mail Handler Assistants (MHAs) in 200 Man Year offices with a relative standing date prior to 2.5 years from the ratification date of the ~~[2016]~~ **2019** National Agreement shall be converted to career status.
- **2.** The conversion to career status will occur as soon as administratively practicable, but no later than sixty (60) days from the ratification date of the ~~[2016]~~ **2019** National Agreement
- **3.** MHAs converted to career status under this ~~[provision]~~ **memorandum** will not be required to serve a probationary period provided they have successfully completed one 360-day term as a Mail Handler Assistant.
- ~~[After one year from the ratification date of the 2016 National Agreement, the parties will evaluate the possibility of another one time conversion of MHAs.]~~

*Explanation: This MOU continues a very important provision from the 2016 National Agreement, which now will be reapplied under the 2019 National Agreement. Specifically, under this MOU, 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 will be converted to career status as full-time employees. These conversions will be completed as soon as administratively practicable, but no later than 60 days after the ratification date for the 2019 National Agreement.*

\* \* \*

## Article 8, Hours of Work

### Section 8.5A, Overtime Assignments

\* \* \*

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 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 (i.e., 14 calendar days) following the date upon which they are converted, transferred, or reassigned to full-time **(whether or not the mail handler was on the OTDL for the losing facility, section, or tour)**. Said placement on the list shall be effective on the next calendar day.

*Explanation: This change to Article 8.5A allows employees who bid or are reassigned during a calendar quarter to a duty assignment in a different facility, in a different section, or on a different tour to add their names to the overtime desired list, even if not on the OTDL in their prior assignment.*

\* \* \*

### Article 8, Section 8.5G, Overtime Work for MHAs

MHAs shall be paid overtime for work performed in excess of **eight (8) hours on duty in any one service day or** forty (40) work hours in any one service week. Overtime pay for MHAs is to be paid at the rate of one and one-half (1-1/2) times the basic hourly straight time rate.

When an opportunity exists for overtime for qualified and available full-time employees, doing similar work in the work location where the employees regularly work, prior to utilizing a MHA in excess of eight (8) work hours in a service day or forty (40) hours in a service week, such qualified and available full-time employees on the appropriate Overtime Desired List will be selected to perform such work in order of their seniority on a rotating basis.

*Explanation:* This change to Article 8.5G will guarantee that MHAs receive overtime pay for work performed in excess of eight (8) hours on duty in any one service day (or in excess of 40 hours on duty in any service week), while career Mail Handlers who seek overtime will maintain their preferences for such work.

\* \* \*

#### **Article 8, New Memorandum of Understanding, Night Shift Differential**

**Effective May 9, 2020, the flat dollar amount at each pay grade and step for night shift differential in Tables Three and Four shall be increased by an amount equal to 2% of the flat dollar amount for the grade and step in effect on September 20, 2019.**

**Effective May 8, 2021, the flat dollar amount at each pay grade and step for night shift differential in Tables Three and Four shall be increased by an amount equal to 2% of the flat dollar amount for the grade and step in effect on May 9, 2020.**

**Effective May 7, 2022, the flat dollar amount at each pay grade and step for night shift differential in Tables Three and Four shall be increased by an amount equal to 2% of the flat dollar amount for the grade and step in effect on May 8, 2021.**

*Explanation:* For the first time since 1994, the Postal Service and the NPMHU have agreed to unlock, each year of the contract, the flat dollar amounts paid for night differential at every grade and step of the wage scales. Under this agreement, all night differentials will increase by 2% per year, effective in May 2020, in May 2021, and in May 2022.

\* \* \*

## Article 10, Leave

### Section 10.2, Leave Regulations

\* \* \*

C. Article 30 of the National Agreement and Local Memoranda of Understanding provisions do not apply to MHAs, except as specifically referenced in the **2019** [2016] National Agreement and as follows: During the local implementation period, **if properly raised in accordance with Article 30**, the parties **will discuss whether** [may agree] to include provisions in the local memoranda of understanding to permit MHAs to apply for annual leave during choice vacation periods, as defined in Article 10 of the National Agreement. Granting leave under such provisions must be contingent upon the MHA having a leave balance of at least forty (40) hours.

*Explanation: This minor change is meant to ensure that, during local negotiations, the parties' representatives are required to discuss whether MHAs are allowed to apply for annual leave during choice vacation periods. Management no longer may argue that such local negotiations are unnecessary.*

\* \* \*

## Article 10, Memorandum of Understanding, Annual Leave Exchange Option

The parties agree that mail handler career employees will be allowed to sell back a maximum of forty (40) hours of annual leave prior to the beginning of the leave year provided the following two criteria are met:

- 1) The employee must be at the maximum leave carry over ceiling at the start of the leave year, and
- 2) The employee must have used fewer than 75 sick leave hours in the leave year immediately preceding the year for which the leave is being exchanged.

**This MOU and the Annual Leave Exchange Option shall apply to part-time flexible employees effective upon ratification of the National Agreement.**

This Memorandum of Understanding expires September 20, **2022** [2019].

*Explanation: The changes in this MOU continue the Annual Leave Exchange Option and allow part-time flexible employees to participate.*

\* \* \*

#### **Article 10, Memorandum of Understanding, Leave Sharing**

The Postal Service will continue a Leave Sharing Program during the term of the **2019** [2016] National Agreement under which career postal employees are able to donate annual leave from their earned annual leave account to another career postal employee. Single donations must be of 8 or more whole hours and may not exceed half of the amount of annual leave earned each year based on the leave earnings category of the donor at the time of donation. Sick leave, unearned annual leave, and annual leave hours subject to forfeiture (leave in excess of the maximum carryover which the employee would not be permitted to use before the end of the leave year), may not be donated, and employees may not donate leave to their immediate supervisors. To be eligible to receive donated leave, a career employee (a) must be incapacitated for available postal duties due to serious personal health conditions including pregnancy **or must need leave to care for a child born to or placed for adoption with the employee within the twelve months prior to taking leave** and (b) must be known or expected to miss at least 40 more hours from work than his or her own annual leave and/or sick leave balance(s), as applicable, will cover, and (c) must have his or her absence approved pursuant to standard attendance policies. Donated leave may be used to cover the 40 hours of LWOP required to be eligible for leave sharing.

\* \* \*

(The preceding MOU, Leave Sharing, shall apply to Mail Handler Assistant employees.)

*Explanation: This change to the Leave Sharing MOU ensures that leave may be donated or shared for the birth or adoption of children, even if no incapacitation from duty is involved.*

**Article 10, Memorandum of Understanding, Clarification of Regulations for National Day of Observance**

**The parties agree that the following procedures will apply to affected employees if the Postmaster General or designee determines that the Postal Service will participate in a National Day of Observation (e.g., National Day of Mourning), subsequent to the declaration of a National Day of Observance having been made by Executive Order of the President of the United States.**

**1. Full-time employees whose basic work week includes the National Day of Observance as a scheduled work day but who are not directed to report for work, will be granted administrative leave for that day.**

**2. Full-time employees whose basic work week includes the National Day of Observance as a scheduled work day, and who perform service, will be granted a day of administrative leave at a future date, not to exceed eight hours.**

**3. Full-time employees whose basic work week includes the National Day of Observance as a non-scheduled day and are not directed to report for work, will be granted a day of administrative leave at a future date.**

**4. If the National Day of Observance is a full-time employee's non-scheduled day and the employee is scheduled to work, the employee will receive overtime pay, plus up to eight hours of future administrative leave for the number of hours worked.**

**5. The same provisions apply to part-time regular employees as apply to full-time employees. The total hours of administrative leave should only equal the scheduled hours for the National Day of Observance, which may be less than eight hours. However, part-time regular employees whose basic work week includes the National Day of Observance as a nonscheduled work day and who are not directed to report for work on the National Day of Observance will be granted a day of administrative leave at a future date equal to the average number of daily paid hours in their schedule for the service week previous to the service week in which the National Day of Observance occurs, which may be less than eight hours.**



**6. Part-time flexible employees should be scheduled based on operational needs. Part-time flexible employees who work will be granted a day of administrative leave at a later date. The day of administrative leave will be based on the number of hours actually worked on the National Day of Observance, not to exceed eight hours. Part-time flexible employees who are not directed to work on the National Day of Observance will be granted administrative leave at a future date equal to the average number of daily paid hours during the service week previous to the service week in which the National Day of Observance occurs, not to exceed eight hours.**

**7. MHAs will only receive pay for actual work hours performed on the National Day of Observance. They will not receive administrative leave.**

**8. If an employee is on leave or Continuation of Pay on the National Day of Observance, the employee will be granted a day of administrative leave at a future date, not to exceed eight hours.**

**9. An employee on OWCP, AWOL, suspension or pending removal on the National Day of Observance will not be granted administrative leave. If the employee on AWOL, suspension or pending removal is returned to duty and made whole for the period of AWOL or removal, the employee may be eligible for administrative leave for the National Day of Observance if the period of suspension or removal for which the employee is considered to have been made whole includes the National Day of Observance. Such determination will be made by counting back consecutive days from the last day of the suspension or removal to determine if the employee had been made whole for the National Day of Observance.**

**10. Where provisions in this Memorandum of Agreement provide for a day of administrative leave to be taken at a future date, such leave must be granted and used within six months of the National Day of Observance or by the end of the Fiscal Year, whichever is later. However, administrative leave will not be granted to employees who are on extended leave for the entire period between the Day of Observance and six months from that date, or between the Day of Observance and the end of the Fiscal Year, whichever is later.**

**11. Administrative leave taken at a future date must be taken at one time.**

**12. Administrative leave to be taken at a future date may, at the employee's option, be substituted for previously scheduled but not used annual leave.**

**13. Administrative leave to be taken at a future date should be applied for by using the same procedures which govern the request and approval of annual leave consistent with Local Memoranda of Understanding.**

*Explanation: The terms of this new MOU guarantee that career mail handlers will continue to receive National Days of Observance upon the death of former U.S. Presidents. MHAs will receive pay only for hours of work performed on these days.*

\* \* \*

#### **Article 10, Memorandum of Understanding, Wounded Warrior Leave**

The parties agree that MHAs shall be covered by the **instructions** ~~[regulations that must be]~~ written by the Postal Service under the Wounded Warrior Federal Leave Act of 2015.

*Explanation: The changes in this MOU ensure that the current instructions governing Wounded Warrior Leave are incorporated into the National Agreement.*

\* \* \*

#### **Letter to Managers**

#### **AREA MANAGERS, HUMAN RESOURCES AREA MANAGERS, LABOR RELATIONS**

#### **SUBJECT: Mail Handler Assistant**

**In accordance with the Mail Handler Assistant (MHA) Annual Leave Provisions Memorandum of Understanding, MHAs accrue annual leave which may be used for rest, recreation, emergency purposes, and illness or injury. Except for**

**emergencies, annual leave for MHAs must be requested on PS Form 3971 and approved in advance by the appropriate supervisor.**

**An MHA may request annual leave for a minimum of one hour and up to the number of hours the MHA is scheduled to work, but no more than eight hours in a service day or 40 hours in a service week.**

**Doug A. Tulino**  
**USPS Vice President of Labor Relations**

*Explanation: This is a separate negotiated letter from USPS management to all Area, Human Resources, and Labor Relations Managers that makes clear that MHAs can request use of annual leave in increments of between one (1) and forty (40) hours, up to the number of hours the MHA is scheduled to work. There is no requirement that an MHA have 40 hours of annual leave in order to take a week of leave.*

\* \* \*

## **Article 12, Principles of Seniority Posting and Reassignments**

### Section 12.2, Principles of Seniority

\* \* \*

#### **C Responsibility**

The installation head is responsible for the day-to-day administration of seniority. Installation heads 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.** The seniority list shall be corrected and brought up to date quarterly.

*Explanation: Article 12.2C is amended to require management to provide a hard or electronic copy of the seniority list to union representatives at the Installation level.*

\* \* \*

\* \* \*

#### G. Changes in Which Seniority is Retained, Regained, or Restored

- G6 **For purposes of excessing outside the installation, [A]any Mail Handler involuntarily moving from one postal installation to another postal installation shall have seniority established as of the employee's time in the Mail Handler craft in the losing installation.**

*Explanation: This change to Article 12.2G provides that Mail Handlers who are involuntarily excessed outside of the installation will have their seniority established by the employee's service time in the losing installation, not the employee's complete Mail Handler service.*

\* \* \*

#### Section 12.3, Principles of Posting

\* \* \*

- B6 No assignment will be posted because of change in starting time unless the change exceeds an hour. Any change in starting time that exceeds one (1) hour shall be posted for bid, except when there is a permanent change in starting time of more than one hour and up to and including four hours, the incumbent shall have the option to accept such new reporting time. If the incumbent does not accept the new reporting time, the assignment will be posted for bid.

**A change in start time of an assignment exceeding four (4) hours will include cumulative changes within the life of this Agreement. Cumulative changes must be within four hours prior and four hours after the start time of the assignment on the ratification date of this Agreement. When an assignment is posted for bid, the start time at the effective date of the bid will become the new point from which the cumulative changes are measured.**

*Explanation: Article 12.3B6 governing posting of bids after changes in starting time is amended to provide that changes in starting time for purposes of bid posting and incumbency rights will be measured on a cumulative basis from the latest of ratification of each National Agreement or the start time at the beginning of each bid.*

\* \* \*

### Section 12.3, Principles of Posting

- B12 Mail Handlers temporarily detailed to a supervisory position (204b) or detailed to an EAS position may not bid on or be assigned to any vacant mail handler duty assignments while so detailed. However, nothing contained herein shall be construed to preclude such temporarily detailed employees from voluntarily terminating a 204b or EAS detail and returning to their craft position. After returning to the craft position **for one (1) continuous pay period**, such employees may exercise their right to bid on vacant mail handler craft duty assignments.

The duty assignment of a full-time or part-time regular mail handler detailed to an EAS position or a supervisory position, including a supervisory training program, in excess of 120 consecutive days shall be declared vacant and shall be posted for bid in accordance with this Article. Under such circumstances, the employee shall not be eligible to re-bid the next posting of that assignment. Upon return to the craft, the mail handler will become an unassigned full-time or part-time regular mail handler with a fixed schedule. A mail handler temporarily detailed to an EAS position or supervisory position will not return or be returned to the craft solely to circumvent the provisions of Section 12.3B12. An employee detailed to an EAS position or supervisory position must return to the craft for a minimum of one (1) continuous pay period to prevent circumvention of the intent of this provision, **and for purposes of bidding must complete this one (1) continuous pay period prior to submitting a bid.**

Form 1723, Notice of Assignment, shall be used in detailing mail handlers to temporary supervisor positions (204b) or EAS detailed positions. The Employer will provide the Union at the ~~local~~ **installation** level with a copy of Form(s) 1723 showing the beginning and ending of all such details.

*Explanation: The language of Article 12.3B12 has been improved, so that a temporary supervisor returning to the craft for one continuous pay period of 14 consecutive days in order to bid is required to complete that continuous pay period prior to submitting a bid. This effectively increases the period of time during which a temporary supervisor must return to the craft before bidding. In addition, the last paragraph of this section is clarified so that Forms 1723 are provided to the Union at the installation level, and not the local level.*

\* \* \*

#### Section 12.5, Principles of Reassignments

- A2 Such plan shall include a meeting at the regional/area level **(which local level union representatives may attend)** in advance (as much as six months whenever possible) of the reassignments anticipated. The Employer will advise the Union, **at the Regional level**, based on the best estimates available at the time, of the anticipated impact; the numbers of employees affected; the locations to which they will be reassigned; and, in the case of a new installation, the anticipated complement by tour. The Union, at the Regional level, will be periodically updated by the Area should any of the information change due to more current data being available.

*Explanation: Article 12.5A2 is clarified to ensure that meetings about potential relocation of mail handlers will be held at the Regional level, and that Local Union representatives may attend.*

\* \* \*

#### Section 12.6, Reassignments

- B5 Full-time and part-time flexible employees involuntarily detailed or reassigned from one installation to another shall be given not less than 60 days advance notice, if possible, and shall receive moving, mileage, per diem and reimbursement for movement of household goods, as appropriate, if legally

payable, will be governed by the **applicable** standardized Government travel regulations, **currently** [as] set forth in **Handbook F-15, Travel and Relocation.** [Methods Handbook F-10, "Travel."]

*Explanation: This is a cosmetic or non-substantive change, to ensure that the correct handbook for relocation expenses is being cited in the National Agreement.*

\* \* \*

### **Memorandum of Understanding, Purge of Warning Letters**

The parties agree that there will be a one-time purge of Official Disciplinary Letters of Warning from the personnel folders of all employees represented by the National Postal Mail Handlers Union. To qualify to be purged, a Letter of Warning must:

1. Have an issue date prior to the effective date of the **2019** [2016] National Agreement between the parties;
2. Have been in effect for 6 months or longer and not cited as an element of prior discipline in any subsequent disciplinary action; and
3. Not have been issued in lieu of a suspension or a removal action.

All grievances associated with discipline that is purged as a result of this Memorandum shall be withdrawn.

(The preceding MOU, Purge of Warning Letters, shall apply to Mail Handler Assistant employees.)

*Explanation: Under this MOU, letters of warning again will be purged from personnel files if, upon the effective date of the Agreement, they have been in effect for at least 6 months, have not been cited in subsequent discipline, and were not issued in lieu of a suspension or removal. Also, this MOU again will apply to MHAs, as reflected in its last sentence.*

## **Article 12, Memorandum of Understanding, Principles of Seniority Posting and Reassignments**

### **Section 12.3 Principles of Posting**

**When either Article 12.3B4, B5 or B6 are applicable, requiring a bid to be reposted while the total number of bids in the section remains the same, an expedited selection process shall be applied. The duty assignments encumbered by the employees junior to the senior employee whose bid is reposted 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 listed actions shall be effective at the beginning of the succeeding pay period.**

**The bid being reposted in accordance with Article 12.3B4, B5 or B6 will be posted for the installation and not included in the expedited selection process.**

*Explanation: Articles 12.3B4 (fixed days of work), 12.3B5 (change in duties or change in principal assignment area), and 12.3B6 (change in starting time) will be amended to provide for an expedited selection process within the section when these changes require that an assignment be posted for installation-wide bidding.*

## **Memorandum of Understanding, Relative Standing of Mail Handler Assistants and Subsequent Seniority Upon Conversion to Career Mail Handler**

As part of the Fishgold Interest Arbitration Award issued in February 2013, hiring under the 2011 National Agreement into the Mail Handler craft is through the non-career position of Mail Handler Assistants (MHAs). The parties have agreed to the following principles regarding (a) the determination of relative standing for MHAs hired



on or after October 4, 2014; and (b) the determination of seniority for MHAs who are converted to career positions in the Mail Handler craft on or after October 4, 2014.

Once hired as an MHA, each MHA's relative standing as an MHA, and thus each MHA's eventual conversion to a career position in the Mail Handler craft, is established based on their initial MHA appointment date, **except that, effective with the second full pay period after bargaining-unit ratification of the 2019 National Agreement and solely for the purposes of relative standing, 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. The MHA may start working any day of that pay period as determined by the Employer.** Any ties among MHAs ~~[who]~~ **in relative standing** ~~[share the same initial appointment date]~~ in the same installation will be based on the following criteria (which represent a revised version of Section 12.2G8 of the National Agreement for these limited purposes):

G8 Except as otherwise specifically provided for in this MOU, when it is necessary to resolve a tie in relative standing or seniority between two or more newly hired Mail Handler craft employees, effective October 4, 2014 the following criteria shall apply in the order set forth below:

G8a Total continuous postal career service in the Mail Handler craft within the installation.

G8b Total postal career service in the Mail Handler craft within the installation.

G8c Total postal career service in the Mail Handler craft.

G8d Total postal career service within the installation.

G8e Total postal career service.

G8f Total Mail Handler Assistant service.

G8g Total postal non-career service.

G8h By the order ranked on the hiring list (as described in Handbook EL-312, Employment and Placement, Subchapter 43 part 436 and Subchapter 44).

MHAs will be converted to career positions in the Mail Handler craft in precisely the same order as the relative standing list. If more than one MHA is converted to career status on the same date in the same installation, seniority ranking will be based on their position on the MHA relative standing list.

The terms of this MOU are effective as of October 4, 2014 **except as specifically provided otherwise**. The MOU will be applied both to MHAs hired on or after October 4, 2014, and to MHAs who are converted to career positions in the Mail Handler craft on or after October 4, 2014. Issues relating to the relative standing of MHAs initially appointed on or before October 3, 2014 and/or the seniority of MHAs converted to career positions in the Mail Handler craft on or before October 3, 2014 shall be governed by previous rules and regulations, and any disputes on these matters will be withdrawn.

The previous Question and Answer Number 27 signed by the parties on August 7, 2013 is amended as follows:

27. How does management determine which MHA will be converted to career when an opportunity exists?

Answer: MHAs will be converted to career based upon their relative standing in the installation, which is determined in accordance with the MOU Re: Relative Standing of Mail Handler Assistants and Subsequent Seniority Upon Conversion to Career Mail Handler, effective October 4, 2014. Upon conversion to career, there will be no further adjustment to seniority for all Mail Handlers converted to career on the same date in the same installation, so their relative standing as MHAs will control their seniority as career Mail Handlers.

Any disputes arising under this MOU, Re: Relative Standing of Mail Handler Assistants and Subsequent Seniority Upon Conversion to Career Mail Handler, shall be referred to the Article 12 Task Force for resolution, or if necessary to arbitration at the Regional/Area or National level depending on whether the dispute presents a nationally interpretive dispute of general application.

*Explanation: The MOU on Relative Standing of MHAs and Subsequent Conversion to Career Mail Handler is amended to use, for MHAs hired after ratification, the Saturday at the beginning of the pay period during which the MHA was hired as the date of relative standing for purposes of future conversion to full-time career. Tie-breaking*

*procedures remain the same, but this change will eliminate potential manipulation of the relative standing list by managers.*

\* \* \*

## **Article 12, Contract Interpretation Manual (CIM) Update**

**The Installation Head or their designee shall provide a hard or electronic copy of the Relative Standing list to the local union representative of the installation upon request. The parties' intent is solely to ensure the requested information is provided, not to create a basis to seek other remedies.**

*Explanation:* With regard to the MOU on Relative Standing of MHAs and Subsequent Conversion to Career Mail Handler, the CIM will be amended to require management to provide, upon request, a hard or electronic copy of the relative standing list to union representatives at the Installation level.

\* \* \*

## **Article 12, Memorandum of Understanding, Potential for Mail Handler Assistant PTF Opportunities**

**For the term of this Agreement, any newly established or vacant part-time career positions will be offered to Mail Handler Assistants (MHAs) within fifty (50) miles of the position for conversion to career based on relative standing. Any disputes arising from the terms of this MOU will be referred to the National NPMHU-USPS Article 12 Task Force for resolution.**

~~[The Article 12 Task Force at the national level will meet to discuss the potential for offering to Mail Handler Assistants (MHAs) conversion opportunities to any newly established or vacant part-time career positions where MHAs are employed within fifty (50) miles of the positions.]~~

*Explanation:* This revised MOU will require any new or vacant part-time career positions (PTR or PTF) be offered to MHAs within 50 miles of the position, offering new conversion opportunities to current MHAs.

\* \* \*

### **Letter of Intent, USPS Installations**

~~[The parties agree that reports provided to the Union pursuant to the Letter of Intent on Casuals Accounting Period Report will include all installations, including those listed on the predecessor report (AAW990P1) provided to the Union during FY 98. If no career mail handlers and no mail handler casuals are employed in an installation, no report is required.]~~ The parties [further] agree that the Employer retains the right to add installations, consolidate installations, and discontinue installations in accordance with Article 12, and that the [referenced] reports provided to the Union to monitor compliance with MHA percentage caps will be adjusted to reflect such changes as soon as reasonably practicable thereafter. An installation for the purposes of this paragraph will be defined to include all facilities for which a mail handler career employee is entitled to bid, as provided under Article 12.3C.

*Explanation: The amendments to this Letter of Intent re USPS Installations removes certain reporting obligations concerning casuals, but continues the parties' mutual definition of installations for purposes of measuring the newly established MHA percentage caps.*

\* \* \*

### **Article 15, Grievance-Arbitration Procedure**

#### **Section 15.2, Grievance Procedure-Steps**

\* \* \*

Step 4: (a) In any case properly appealed or referred to this Step the parties shall meet at the National level promptly, but in no event later than thirty (30) days after filing such appeal or referral in an attempt to resolve the grievance. The Union representative shall have authority to settle or withdraw the grievance in whole or in part. The Employer's representative shall have authority to grant or settle the grievance in whole or in part. The parties' Step 4 representatives may, by mutual

agreement, return any grievance to Step 3 where (a) the parties agree that no national interpretive issue is fairly presented or (b) it appears that all relevant facts have not been developed adequately. In such event, the parties shall meet at Step 3 within fifteen (15) days after the grievance is returned to Step 3. Thereafter the procedures and time limits applicable to Step 3 grievances shall apply. Following their meeting in any case not returned to Step 3, a written decision by the Employer will be rendered within fifteen (15) days after the Step 4 meeting unless the parties agree to extend the fifteen (15) day period. The decision shall include an adequate explanation of the reasons therefore. In any instance where the parties have been unable to dispose of a grievance by settlement or withdrawal, the Union shall be entitled to appeal it to arbitration at the National level within thirty (30) days after receipt of the Employer's Step 4 decision.

**Any local grievances filed on the specific interpretive issue shall be held in abeyance at Step 3 pending resolution of the national interpretive dispute.**

*Explanation: This addition to Article 15 requires that grievances be held at Step 3 (that is, the Regional level) if they present the same issue as interpretive disputes pending at the National level at Step 4.*

\* \* \*

### **Article 15, Memorandum of Understanding, Expedited Arbitration**

The U.S. Postal Service and the National Postal Mail Handlers Union, A Division of the Laborers' International Union of North America, AFL-CIO, agree to hear grievances concerning the following issues in the Expedited Arbitration forum.

1. Restricted Sick Leave;
2. Step Withholding;
3. Employee Requests for Leave;
4. AWOL;
5. Request for Medical Certification;

6. Supervisor performance of bargaining unit work in 1.6A offices;
7. Bypass of employee(s) on the Overtime Desired List;
8. Holiday scheduling;
9. Designation of successful bidder;
10. Movement outside of bid assignment area;
11. Higher level assignments;
12. Employee claims;
13. **Employer claims (Letters of Demand of \$3,000 or less);**

**14.** Any other grievance mutually agreed upon by the parties at Step 3.

This Agreement does not change either party's right to refer an expedited case to regular arbitration in accordance with the applicable procedures of Article 15, Section 4.C., of the National Agreement.

*Explanation: There is a minor change in this MOU re Expedited Arbitration that adds Employer Letters of Demand (up to \$3,000) to the list of expedited arbitrations.*

\* \* \*

## **Article 16, Discipline Procedure**

### **Section 16.5, Suspensions of 14 or More Days or Discharge**

In the case of discipline involving suspensions of fourteen (14) days, the employee against whom disciplinary action is sought to be initiated shall be served with a written notice of the charges against the employee and shall be further informed that he/she will be suspended after fourteen (14) calendar days during which fourteen (14) day period the employee shall remain on the job or on the clock (in pay status) at the

option of the Employer. However, if the Union or the employee initiates a timely grievance prior to the effective date of the action and if the grievance is timely appealed to Step 2, the ~~[grievant shall not begin to serve the suspension until after the Step 2 decision has been rendered.]~~ **effective date of the suspension will be delayed until disposition of the grievance, either by settlement or an arbitrator's final and binding decision.**

*Explanation: This change to Article 16.5 provides that a suspension of fourteen (14) days – if a timely grievance is appealed to Step 2 – will not be served until disposition of the grievance, either by settlement, withdrawal, or an arbitrator's final and binding decision. This change gives the Union better settlement options at Step 3, during pre-arbitration discussions, and during arbitration itself.*

\* \* \*

## **Article 17, Representation**

### Section 17.5, Union Participation in New Employee Orientation

During the course of any employment orientation program for new career or non-career employees covered by this Agreement, 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 employees are assigned shall be provided ample opportunity to address such new employees, provided that this provision does not preclude the Employer from addressing employees concerning the same subject. In addition, at the time any non-career employees covered by this Agreement become eligible for health insurance, the Union will be provided ample opportunity to address such employees on this subject.

Health benefit enrollment information and forms will not be provided during orientation until such time as a representative of the Union has had an opportunity to address such new employees.

*Explanation: This change to Article 17.5 will ensure that union representatives may attend orientation for new employees transferred to the Mail Handler craft.*

\* \* \*

**Letter to Managers****AREA MANAGERS, HUMAN RESOURCES AREA MANAGERS, LABOR RELATIONS****SUBJECT: Mail Handler Employee Orientations**

**During the course of employment orientation for new career or non-career Mail Handlers, a representative of the union will be provided ample opportunity to address the new employees during the orientations.**

**Please ensure these union representatives are given sufficient advance notice to attend the scheduled orientation(s).**

**Signed,**  
**Doug A. Tulino**  
**USPS Vice President of Labor Relations**

*Explanation: This is a separate negotiated letter from USPS management to all Area, Human Resources, and Labor Relations Managers that will reaffirm that local union representatives must be given advance notice of orientation meetings for new career or non-career Mail Handlers.*

\* \* \*

**Article 21, Benefit Plans**

## Section 21.1, Health Benefits

The method for determining the Employer bi-weekly contributions to the cost of employee health insurance programs under the Federal Employees Health Benefits Program (FEHBP) will be as follows:

- A The Office of Personnel Management shall calculate the subscription charges under the FEHBP that will be in effect the following January with respect to self only, self plus one, and self and family enrollments.



- B The bi-weekly Employer contribution for self only, self plus one, and self and family plans is adjusted to an amount equal to ~~[-76.0% in 2017, 74.0% in 2018, and]~~ 73.0% in ~~[2019]~~ **2020, and 72.0% in 2021 and 2022** of the weighted average bi-weekly premiums under the FEHBP as determined by the Office of Personnel Management. The adjustment begins on the effective date determined by the Office of Personnel Management in January ~~[2017]~~ **2020**, January ~~[2018]~~ **2021**, and January ~~[2019]~~ **2022**.
- C The weight to be given to a particular subscription charge for each FEHB plan and option will be based on the number of enrollees in each such plan and option for whom contributions have been received from employers covered by the FEHBP as determined by the Office of Personnel Management.
- D The amount necessary to pay the total charge for enrollment after the Employer's contribution is deducted shall be withheld from the pay of each enrolled employee. To the extent permitted by law, the Employer shall permit employees covered by this Agreement to make their premium contributions to the cost of each plan on a pre-tax basis, and shall extend eligibility to such employees for the U.S. Postal Service's flexible spending account plans for unreimbursed health care expenses and work-related child care and elder care expenses as authorized under Section 125 of the Internal Revenue Code.
- E The limitation upon the Employer's contribution towards any individual employee shall be ~~[79.25% in 2017, 77.25% in 2018 and]~~ 76.0% in ~~[2019]~~ **2020 and 75% in 2021 and 2022** of the subscription charge under the FEHBP in ~~[2017, 2018]~~ **2020, 2021**, and ~~[2019]~~ **2022**.

*Explanation: For career employees, in 2020 there will be no change in the percentage of employee contribution to health insurance. For 2021, the Postal Service's share of the cost of health insurance, which currently is at 73% of the weighted average formula used by OPM for federal employees with a maximum percentage of 79.25%, will have its final 1% reduction. Thus, the Postal Service will contribute 73% of the weighted average in 2020, and 72% of the weighted average in 2021 and 2022. At 72%, the Postal*

*Service will pay the same as the federal government pays for health insurance costs for federal employees, who receive exactly the same health insurance benefits.*

*In today's dollars, this 1% increase in health care contributions is equivalent to an increase of approximately \$75 per year for self-only coverage and between \$100 and \$175 per year for family coverage, depending on the particular health plan selected. These amounts automatically are paid with pre-tax dollars, so the actual out-of-pocket cost to each Mail Handler should be less by the percentage of income taxes usually paid.*

\* \* \*

## **Article 26, Uniform and Work Clothes**

### Section 26.1 Uniform and Work Clothes Administration

All employees who are required to wear uniforms or work clothes shall be furnished uniforms or work clothes or shall be reimbursed for purchases of authorized items from duly licensed vendors. The current administration of the Uniform and Work Clothes Program shall be continued unless otherwise changed by this Agreement or the Employer.

### Section 26.2 Contract Program Administration

Employees who are currently furnished uniforms pursuant to the contract program shall continue to be so entitled. Such uniforms shall be issued in a timely manner. The allowance to Mail Handlers under this program shall be as follows:

\$ ~~170~~ **188** effective May 21, ~~2016~~ **2020**

\$ ~~174~~ **192** effective May 21, ~~2017~~ **2021**

\$ ~~179~~ **197** effective May 21, ~~2018~~ **2022**

~~[\$ 183 effective May 21, 2019]~~

Each increase shall become effective on the employee's anniversary date following the effective date of change.

### Section 26.3 Annual Allowance

The current Work Clothes Program will be continued for those full-time employees who have been determined to be eligible for such clothing based on the nature of work performed on a full-time basis in pouching and dispatching units, parcel post sorting units, **platform (dock) operations**, bulk mail sacking operations, and ordinary paper sacking units. The Employer will provide eligible employees with an annual allowance to obtain authorized work clothes on a reimbursable basis from licensed vendors as follows:

\$ ~~[86]~~ **95** effective May 21, ~~[2016]~~ **2020**  
 \$ ~~[88]~~ **98** effective May 21, ~~[2017]~~ **2021**  
 \$ ~~[90]~~ **100** effective May 21, ~~[2018]~~ **2022**  
~~[\$ 93 effective May 21, 2019]~~

Each increase shall become effective on the employee's anniversary date following the effective date of change.

*Explanation: The changes to Article 26 reflect a 2.5% increase in clothing allowance during each year of the 2019 National Agreement, and also make certain that mail handlers working in platform (dock) operations are covered, as already listed in the ELM.*

\* \* \*

### Article 30, Memorandum of Understanding, Local Implementation Procedures

It is hereby agreed by the United States Postal Service and the National Postal Mail Handlers Union, A Division of the Laborers' International Union of North America, AFL-CIO, that the following procedures will apply to the implementation of Article 30 during the ~~[2016]~~ **2019** local implementation period.

1. The thirty (30) consecutive day period for ~~[2016]~~ **2019** local implementation will commence, pursuant to agreement by the local parties, on or after ~~[March 1, 2017]~~ **May 2, 2020** and terminate on or before ~~April 29, 2017]~~ **June 30, 2020**. If the local parties do not reach agreement on the dates for local implementation, the local implementation period shall be from ~~[March 31, 2017]~~ **June 1, 2020** to

~~[April 29, 2017]~~ **June 30, 2020**. Initial proposals must be exchanged within the first twenty one (21) days of the thirty (30) consecutive day local implementation period.

If neither party provides written notification of its intent to invoke the local implementation process on or before ~~[March 15, 2017]~~ **May 15, 2020**, presently effective Memoranda of Understanding not inconsistent or in conflict with the ~~[2016]~~ **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 local 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 will be furnished by the appropriate local party to the appropriate management official at the LR Service Center of the Employer with copies to the Installation Head, local Union President and the Union's Regional Representative within fifteen (15) days after ~~[April 29, 2017]~~ **June 30, 2020**. Inclusion of any matter in the written statement does not necessarily reflect the agreement of either of the parties that such matter is properly subject to local implementation.
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 after ~~[April 29, 2017]~~ **June 30, 2020**. The appropriate management official at the Area office and the Regional Union representative will have full authority to resolve all issues still in dispute.
4. If the parties identified in paragraph 3 above are unable to reach agreement at the Regional level by the end of the seventy-five (75) day period provided for above, the issue(s) may be appealed to final and binding arbitration by the Union or the Vice President, Labor Relations, within twenty-one (21) days of the end of the seventy-five (75) day period. Any such appeal shall be given priority scheduling on the District Regular Contract Docket.
5. Where there is no agreement and the matter is not referred to the appropriate management official at the LR Service Center or to

arbitration, the provision(s), if any, of the former Local Memorandum of Understanding shall apply unless inconsistent with or in conflict with new or amended provisions of the ~~[2016]~~ **2019** National Agreement.

6. Where a dispute exists as to whether an item in the former Local Memorandum of Understanding is inconsistent or in conflict with the ~~[2016]~~ **2019** Mail Handlers National Agreement, such dispute will be processed in accordance with the procedures outlined in 2 through 4 above. Items declared to be inconsistent or in conflict shall remain in effect until four (4) months have elapsed from the conclusion of the local implementation period under the ~~[2016]~~ **2019** National Agreement.

This Memorandum of Understanding expires at 12 midnight on ~~[September 20, 2019]~~ **September 20, 2022.**

*Explanation: The period for negotiations over Local Memoranda of Understanding will run for 30 consecutive days between May 2, 2020 and June 30, 2020.*

\* \* \*

### **Article 32, Memorandum of Understanding**

In addition to the cap on MHAs set forth in paragraph 7.1C3 above, the parties may agree upon the use of additional MHAs in other circumstances when new or contracted work is brought in-house. In addition, whenever contracting-out or insourcing is under consideration, the Union may propose different hourly rates for such MHAs to ensure competitiveness with outside services.

Under the **2019** ~~[2016]~~ National Agreement, the parties commit to re-establishing their Subcontracting Committee and continuing their discussions about the possibility of returning mail handler work from Surface Transportation Centers (STC), Mail Transport Equipment Service Centers (MTEC), and the bedloading project. The Committee will consider all relevant factors when discussing the issue outlined above, to include cost, operational efficiency, availability of equipment, and qualification of employees. In addition, any MHA employees utilized as referenced in paragraph 1 will not count against existing non-career caps.

*Explanation: The National parties have re-committed themselves to their Subcontracting Committee discussions aimed at returning Mail Handler work to the Postal Service from the Surface Transportation Centers (STC) and the Mail Transport Equipment Service Centers (MTEC).*

\* \* \*

**Article 35, Memorandum of Understanding, Task Force on Participation on Employee Assistance Program Committees**

**The parties agree to establish at the National Level a "Task Force on Participation on Employee Assistance Program Committees."**

**The Task Force will discuss opportunities for the parties to facilitate NPMHU participation and representation on Employee Assistance Program Committees at the District and National level.**

**Nothing in this memorandum is intended to negate or alter the applicable requirements of the National Agreement.**

*Explanation: This new MOU creates a Task Force under Article 35 to facilitate NPMHU representation on EAP committees at the District and National levels.*

\* \* \*

**Memorandum of Understanding, Education and Training Fund**

\* \* \*

The Employer shall make available \$1,000,000.00 per year for the Joint Education and Training Committee for each Fiscal Year covered by the **2019** [2016] National Agreement. In the event that the maximum allowable annual contribution of the Employer is not used, the remainder shall not carry over to the succeeding fiscal year and no funds will be carried beyond the term of the **2019** [2016] Agreement. The Fund shall be supervised by the Joint National Committee. However, the disbursement of any expenditures must be authorized by the appointed chairpersons

of each of the respective parties. The appointment of such shall be in writing and provided to each of the parties.

*Explanation: The Postal Service has committed to continue funding of the JETC at the rate of \$1 million per year.*

\* \* \*

## **Article 39, Separability and Duration**

\* \* \*

### **Section 39.2 Duration**

Unless otherwise provided, this agreement shall be effective [~~May 21, 2016~~ **September 21, 2019**], and shall remain in full force and effect to and including 12 midnight, September 20, [~~2019~~ **2022**] and unless either party desires to terminate or modify it, for successive annual periods. The party demanding such termination or modification must serve written notice of such intent to the other party, not less than 90 or more than 120 days before the expiration date of the Agreement.

(The preceding Article, Article 39, shall apply to Mail Handler Assistant employees.)

*Explanation: The 2019 National Agreement will cover a period of three years, and will expire at midnight on September 20, 2022.*

\* \* \*

## 2019 NEGOTIATIONS

The parties agree that the following Memoranda of Understanding and Letters of Intent shall continue as written:

- MOU Reasonable Accommodation for the Deaf and Hard of Hearing
- LOI Mail Handler Assistants in Excess of Percentage Caps

- MOU Cross Craft (Bridge Memo)
- MOU Part-Time Regulars
- MOU Conversion of Mail Handler Craft Employees
- MOU Improper By-Pass Overtime
- MOU Overtime/Acting Supervisor (204b) Detailed EAS Position
- MOU Promotion Pay Anomaly
- MOU Flexible Spending Account
- MOU Annual Leave Carryover
- MOU Bereavement Leave
- MOU Administrative Leave for Bone Marrow, Stem Cell, etc.
- MOU LWOP in Lieu of SL/AL
- MOU Task Force on Sick Leave
- MOU Part-Time Flexible Court Leave
- MOU Holiday Scheduling
- MOU Employee Bidding
- MOU Article 12.1 – Probationary Period – Bidding
- LOI Sack Sorter Machine Operator
- LOI Reversion Notice Letter signed by David P. Cybulski
- MOU Joint Task Force on Article 12
- MOU (untitled on Excessing Joint Task Force 12.6B1 and 12.6B2, p.163)
- MOU “Same or Lower” Level
- MOU Transfer Opportunities to Minimize Excessing Pursuant to the MOU on Transfers
- MOU Transfers
- MOU Demotion of EAS/Management Employees or Reinstatement of Former Employees
- MOU PTFs in 200 Man Year Facilities Subject to Excessing
- MOU Light Duty Bidding
- MOU Return to Duty
- LOI on Article 15 Issues (John Hegarty/ Val Martin letter)
- LOI Article 15.2 Step 3
- MOU Step 4 Procedures
- MOU Pre-Arbitration Discussions
- MOU (untitled on pilot for cases listed on scheduling letter, etc., p. 182)
- MOU Processing of Post-Separation and Post-Removal Grievances
- MOU Article 15 Back Pay Awards
- MOU Interest on Back Pay
- LOI District Arbitration Panels
- MOU Role of the Inspection Service in Labor Relations Matters



- MOU Article 16 Privacy in the Disciplinary Process
- MOU Article 17.6D Payroll Allotments
- MOU Higher Level Pay for Temporary Details
- LOI Hegarty/Val Martin Gender-Specific Garments
- MOU OJI Compensation
- MOU Article 31 – Electronic Communication Accounting Period Report
- LOI RI-399 Op 110-129 and 180-189 Clarifying Instructions
- MOU Mail Transport Equipment Service Centers/Repair Centers
- LOI Regional Instruction 399
- RI 399 text

The parties agree that the following Memoranda of Understanding and Letters of Intent shall be updated with 2019 dates:

- MOU Article 6 – Layoff Protection
- MOU Supervisors Performing Bargaining Unit Work
- MOU Sick Leave for Dependent Care
- MOU Workforce Repositioning
- MOU Filling of Residual Vacancies
- MOU Article 15 (MAP)
- MOU National Administrative Committee
- MOU Intervention Initiative
- MOU Language Changes Due to Organizational Structure Changes
- LOI Expectations of Arbitrators
- MOU Purge of Warning Letters
- MOU Task Force on Discipline
- MOU Modified Discipline Programs
- MOU Step Increase, Unsatisfactory Performance
- MOU Committee on Benefits
- LOI Article 31 – Information/Reports
- MOU Article 32
- MOU Education and Training Fund
- LOI References to Union, Craft or Bargaining Unit

The parties agree that the following Memoranda of Understanding and Letters of Intent shall be deleted:

- LOI Casuals – Accounting Period Report
- LOI (untitled on Casuals Accounting Period Report by week, p. 133)
- LOI Casuals – In Excess of 3.0%
- LOI Installation Measurement of Casuals
- LOI (untitled on scheduling of work between MHAs and casuals, p. 135)

The parties agree that the following Memoranda of Understanding and Letters of Intent are currently in the 2016 National Agreement, and during the course of the 2019 negotiations, the parties entered into agreements to modify the terms of these MOUs and LOIs:

- LOI USPS Installations
- LOI Transition Period
- MOU Mail Handler Assistant Employees
- MOU Mail Handler Assistant (MHA) Separations and Reappointments (eliminate reference to casuals)
- MOU One-Time MHA Conversion
- MOU Annual Leave Exchange Option
- MOU Leave Sharing
- MOU Wounded Warrior Leave
- MOU Excessing Issues (eliminate reference to casuals)
- MOU Relative Standing of MHAs and Subsequent Seniority Upon Conversion to Career
- MOU Potential for MHA PTF Opportunities
- MOU Expedited Arbitration
- MOU Article 30 Local Implementation Procedures

The parties entered into agreements concerning the following Memoranda of Understanding and Letters of Intent during the course of the 2019 negotiations and the MOUs and LOIs are being placed in the National Agreement for the first time:

- MOU Clarification of Regulations for National Day of Observance
- MOU Workplace Free of Harassment
- MOU Task Force on Participation on Employee Assistance Program Committees
- MOU Article 12 – Principles of Seniority Posting and Reassignments

## **USPS PROPOSALS**

### **ACTUAL USPS PROPOSALS IN 2019 BARGAINING THAT WERE NOT ACCEPTED BY THE UNION AND WILL NOT BE INCLUDED IN THE 2019 NATIONAL AGREEMENT:**

#### **ARTICLE 6:**

Eliminate the no-layoff and no-reduction-in-force clause

#### **ARTICLE 7:**

Increase the number of exception periods during which unlimited casuals and/or MHAs may be hired

#### **ARTICLE 8:**

Cut guarantees for all mail handlers by two (2) hours per day

Schedule all casuals and MHAs to work overtime before career employees who seek overtime on the OTDL or Volunteer lists

Remove holidays and paid leave from overtime premium calculations

Revise overtime to FLSA rules (after 40-hour week rather than 8-hour day)

#### **ARTICLE 10:**

Cancel vacations if the mail handler's annual leave balance is not equal or greater to the entire amount of leave requested or scheduled at the time of the leave

**ARTICLE 11:**

Prohibit full-time volunteers from working their holiday before all MHAs are scheduled

**ARTICLE 15:**

Mandate a joint grievance file and other MAP procedures at Step 2

Force the union to prove “harmful error” before the Postal Service’s discipline could be set aside for procedural errors

**ARTICLE 17:**

Stop all pay for stewards investigating and processing grievances during Steps 1 and 2

**ARTICLE 30:**

Nullify all current LMOUs and allow bargaining over only 11 items, not including light duty, parking, seniority, reassignments, posting of bids, and curtailment of USPS operations due to emergency conditions