

**2022 National Agreement
Between the
United States Postal Service
and the
National Postal Mail Handlers Union
Questions and Answers**

Effective Dates

1. What is the effective date of the 2022 National Agreement?

Work Rules - The effective date of the 2022 - 2025 National Postal Mail Handlers Union National Agreement is April 8, 2022. All new or revised work rules take effect on April 8, 2023, unless the parties specified an effective date that is set forth in the National Agreement.

Wages - With regard to wage increases and new wage rates – which as of May 2023 include the November 2022 general wage increase and the COLA which was effective March 11, 2023 – the new wage rates were implemented in Pay Period PP09 -2023, which began on April 8, 2023.

Night Differential - The new night differential rates begin in Pay Period 12, which began on May 20, 2023.

One Time MHA Conversions - The date for conversion of MHAs to career under the one-time conversion program for MHAs with 2.5 years of relative standing as of the ratification date of the 2022 National Agreement (that is, March 13, 2023) was May 6, 2023.

Automatic MHA Conversion After 24 Months of Relative Standing/Employee Classifications - The effective date for the initial automatic conversion of MHAs who reach 24 months of relative standing to the new Full Time Flexible classification is no later than six months after the ratification of the National Agreement (that is March 13, 2023).

Elimination of Step BB - Step BB will be eliminated no-later-than six months after the ratification of the National Agreement (that is March 13, 2023).

Step Waiting Periods - Step Waiting Periods will be changed from 52 weeks to 48 weeks no later than six months after the ratification of the National Agreement (that is March 13, 2023).

New Step B for MHAs -The new Step B for MHAs will become effective no-later- than six (6) months after the ratification of the National Agreement (that is March 13, 2023).

Date of Initial 40 Hours Advanced Annual Leave to Currently Eligible PTFs and MHAs - The annual leave will be advanced for eligible employees, prorated to the end of the leave year, effective no later than six months after the ratification of the National Agreement (that is March 13, 2023).

One-Time MHA Conversion

2. Which MHAs are eligible for the conversion on May 6, 2023, pursuant to the One-Time Conversion MOU?

All MHAs in 200 or more work year installations who have more than 2.5 years of relative standing as of the ratification date of the 2022 National Agreement, March 13, 2023, will be converted to full time career status.

3. Into what position category will MHAs converted under the One-Time MHA Conversion MOU be converted?

MHAs converted pursuant to the One-Time MHA Conversion MOU will be placed into Full Time Regular ("FTR") positions.

MHA Automatic Conversion to Career MOU

Automatic MHA Conversion After 24 Months of Relative Standing/Employee Classifications. Effective no later than the third full pay period 180 days after ratification, MHAs in 200 work year offices will automatically convert to career after they reach 24 months of relative standing.

4. How will the seniority date be determined for MHAs, who are converted pursuant to the MHA Automatic Conversion to Career MOU?

The seniority date will be the date of conversion to career.

5. Will all MHAs who reach 24 months of relative standing convert to career automatically?

No. Only MHAs in 200 work year offices will convert to career automatically upon reaching 24 months of relative standing.

6. How is the date an MHA reaches 24 months of relative standing for automatic conversion determined?

The automatic conversion after 24 months is triggered when an MHA reaches two (2) years of relative standing in the installation.

7. Into what position category will MHAs converted pursuant to the MHA Automatic Conversion to Career MOU be converted?

MHAs automatically converted pursuant to this MOU will convert into a new position category: Full Time Flexible (FTF). This employee category is only used for MHAs who convert pursuant to the MHA Automatic Conversion to Career MOU. It is not used for conversions that occur prior to a MHA reaching 24 months of relative standing.

8. What will the conversion date be for all automatic conversions pursuant to the MHA Automatic Conversion to Career MOU subsequent to the initial implementation automatic conversions?

The conversion date will be the first day of the third full pay period after the 24-month requirement is reached.

9. What is a Full Time Flexible (FTF)?

FTF employees are full time employees who have flexible reporting times, flexible non-scheduled days and flexible reporting locations within the installation depending on operational requirements

that are established on the Wednesday preceding the service week. The work week for FTFs will consist of forty hours per week, eight hours per day with two consecutive rest days. FTFs may be required to work overtime in accordance with provisions of Article 8 and holidays in accordance with provisions of Article 11. (See new MHA Automatic Conversion to Career MOU).

A new entry step has been established for MHAs who are automatically converted under this MOU to the FTF category. The new entry step has been set as follows: at Grade 4, \$41,062 (Annual), \$19.74 (Hourly), at Grade 5, \$42,688 (Annual), \$20.52 (Hourly). All contractual wage increases received by career employees pursuant to Articles 9.1 and 9.3 will apply to these rates for each respective grade. This step is one step below the Step AA rate in the Article 9.2 pay schedule. After 48 weeks in this entry step, the FTF will progress into the Article 9.2 pay schedule, Step AA, unless converted into a full time regular (FTR) position prior to the completion of the 48 weeks.

10. How is a FTF who transitions to FTR prior to 48 weeks slotted into the FTR pay step?

MHAs who automatically convert to FTF and who later transition to FTR positions will be slotted into the FTR pay step commensurate with their number of weeks as a FTF and will retain time in step credit. For example, an MHA who reaches 24 months of relative standing and converts to FTF at the beginning of Pay Period 02 will slot into the new entry step and will advance to Step AA at the beginning of Pay Period 26. If in Pay Period 11 of that same year, the FTF, before completing 48 weeks, successfully bids on a FTR duty assignment or is placed into a residual vacancy, the employee will slot into Step AA upon placement into the FTR duty assignment or residual vacancy and will retain time in step credit. Under this scenario, the employee will advance to Step A in Pay Period 26.

11. What is the designated activity (DA) code for a Full Time Flexible?

DA Code 125

12. How does a FTF convert to a Full Time Regular (FTR) position?

A FTF can convert to a Full Time Regular position by either bidding on a Full Time Regular duty assignment, or pursuant to other relevant contractual provisions including the MOU on Filling of Residual Vacancies.

13. How is a 200 work year office determined?

A 200 work year office is determined by counting the total number of paid hours accumulated by career employees in an office during the 26 pay periods immediately preceding the term of the current National Agreement. This includes mail handler, clerk, motor vehicle, maintenance, and city letter carrier crafts. The total amount of hours from these 26 pay periods are divided by 2080 to obtain the number of work years. This determination is made at the beginning of each contract term. The list of 200 work year facilities does not change during the course of the Agreement regardless of any increase or decrease in the employee complement.

14. What date will be used to determine the 200 work year office?

The 26 pay periods immediately preceding PP20-2022 since the date of the agreement, September 20, 2022, falls in PP20-2022.

15. Does the seniority date change when converting from FTF to FTR?

No

16. Do FTFs serve a probationary period?

No

17. Can FTFs sign the Overtime Desired List?

No, they cannot sign the list due to their flexible schedules, however they can sign the full-time volunteer daily or non-scheduled day list.

18. Do holiday schedules for FTF employees have to be posted by twelve noon on the Tuesday preceding the service week in which the holiday falls?

Yes

19. Can FTFs volunteer to work holidays?

Yes

20. Can FTFs bid on duty assignments?

Yes

Elimination of Career Entry Step BB

21. How will the elimination of Career Entry Step BB be implemented?

Effective no later than six months after the ratification of the National Agreement (that is March 13, 2023). Step BB will be eliminated from the RSC M7 wage scale for designated activity codes: 120, 320 and 420. Step AA will become the new entry step.

Employees who are in Step BB when it is eliminated from the RSC M7 wage scale will advance to Step AA and will have their time in step waiting period reset to zero.

New MHA Step B

22. What is the new Step B for MHA employees?

A new step, Step B, will be added to the MHA wage scale for Grade 4 and Grade 5. Step B will be \$0.50 higher than the Step A rate for RSC M4 for the respective wage in Grade 4 and Grade 5. The step waiting period for MHAs to reach Step B will be six (6) months. RSC M4 Step B will remain \$0.50 higher than Step A in perpetuity. In other words, when Step A is increased pursuant to the terms of the National Agreement, the Step B rate is determined by adding \$0.50. There will be no separate calculation for increases applied to the Step B wage rate.

Upon initial implementation, any MHA in RSC M4 with six (6) months or more of relative standing will move to Step B.

Reduction of the Waiting Period Between Steps

23. How will the reduction of the waiting period between steps be implemented?

Effective no later than six months after the ratification of the National Agreement (that is March 13, 2023), Step Waiting Periods between all steps in the RSC M7 wage scale will be changed from 52 weeks to 48 weeks.

As of the implementation date, any employee who has at least 48 weeks in time in step credit will advance to the next step and will have their time in step credit for the new step reset to zero. All other employees remain in the same step, retaining time in step credit.

24. What are the MHA Caps and Exception Periods?

7.1 B.3 MHAs (new language)

3. The total number of MHAs within an installation will not exceed 25% of the total number of career mail handlers in the installation (MHA Cap), except during the peak season exception period. The peak season exception period will be four (4) consecutive pay periods between October 1 and January 31 each year. The Employer shall identify and notify the Union, at the national level of the four (4) pay periods within the October 1 to January 31 time frame during which it may exceed the 25% limitation in installations with MHAs. Such notice will be provided at least three (3) months in advance of the start date of the identified pay period(s). The peak season exception period will be the same four (4) consecutive pay periods for all installations with MHAs. No portion of the selected pay periods may be before October 1 or after January 31. The Employer will provide the Union at the National level with 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 pay period. In the event that the Employer exceeds the 25% limitation by installation, a remedy, if any, will be determined by the individual facts and on a case-by-case basis.

In addition to the peak season exception period defined above there will be four (4) weeks immediately preceding the four (4) pay periods identified within the October 1 to January 31 time frame during which the MHA cap will be temporarily increased. The MHA cap will increase by 1% each of the four weeks, starting with a 1% increase to the MHA cap in week 1, then an additional 1% in week 2 to equal a 2% increase, an additional 1% increase in week 3 to equal a 3% increase, and an additional 1% increase in week 4 to equal a 4% increase.

25. Can management exceed the 25% MHA Cap at any other time?

In addition, the letter of intent concerning MAIL HANDLER ASSISTANTS IN EXCESS OF PERCENTAGE CAPS also acknowledges that there may be situations of limited duration where the parties may agree, with concurrence by the parties at the National level, to employ MHAs in excess of the cap for the total number of MHAs in an installation.

26. What are the important dates for Local Memoranda of Understanding?

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 2022 local implementation period.

The thirty (30) consecutive day period for 2022 local implementation will commence, pursuant to agreement by the local parties, on or after May 2, 2023 and terminate on or before June 30, 2023. If the local parties do not reach agreement on the dates for local implementation, the local implementation period shall be from June 1, 2023 to June 30, 2023. 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 May 15, 2023, except where the parties mutually agree otherwise, presently effective Memoranda of Understanding not inconsistent or in conflict with the 2022 National Agreement shall remain in effect during the term of this Agreement.

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.

Initiated 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 June 30, 2023. 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.

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 June 30, 2023. The appropriate management official at the Area office and the Regional Union representative will have full authority to resolve all issues still in dispute.

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.

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 2022 National Agreement. Where a dispute exists as to whether an item in the former Local Memorandum of Understanding is inconsistent or in conflict with the 2022 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 2022 National Agreement.

In the event that any issue(s) remain in dispute at the end of the thirty (30) consecutive day implementation period, each party shall identify such issue(s) in writing. Initiated copies of this written statement and copies of all proposals and counterproposals pertinent to the issue(s) in dispute shall be appealed within fifteen (15) days after June 30, 2023, to all of the following addresses:

LR Service Center
Installation Head
Local Union President
NPMHU Regional Representative

The appropriate management official at the Area office and the Regional Union representative shall attempt to resolve the matters in dispute within seventy-five (75) days of the close of the implementation period. This seventy-five-day period runs from June 30, 2023 to September 13, 2023.

if the parties at the Area/Regional level are unable to reach agreement by the end of the 75-day period, the issues may be appealed to final and binding arbitration within twenty-one (21) days of September 13, 2023, or by October 4, 2023.

Forty Hours Advanced Annual Leave for PTFs and Second Term MHAs

27. How will the advanced annual leave work for Part Time Flexible (PTF) employees?

Upon implementation, PTF employees will be advanced forty (40) hours of annual leave, prorated to the end of their first leave year following ratification of the 2022 National Agreement. The forty (40) hours annual leave will be advanced annually thereafter as long as the employee remains a PTF employee.

28. How will advanced annual leave work for MHAs?

Upon completion of an initial 360-day appointment as an MHA and immediately upon reappointment to any subsequent appointment(s) thereafter, MHAs will be advanced forty (40) hours of annual leave. Upon initial implementation, MHAs will receive annual leave prorated to the end of their 360-day term.

MOU on Filling of Residual Vacancies

29. In what order are residual vacancies filled under the MOU on Filling of Residual Vacancies?

Under the terms of this MOU, residual duty assignments that are not subject to a proper withholding pursuant to Article 12 will be filled by assigning employees in the following order:

1. Unassigned regular mail handlers in the same installation.
2. Employees with mail handler retreat rights to the installation pursuant to Article 12.
3. Full-time flexibles in the same installation. When the number of such full-time flexibles exceed the number of residual vacant duty assignments, the senior full-time flexible employee(s) may elect to remain a full-time flexible, provided that such an employee making this election is not the only such employee who can fill a higher-level position without promotion or is not the only such employee qualified for a residual assignment.
4. Convert part-time flexible mail handlers within the installation to full-time regular, up to the number of residual vacancies.
5. Convert part-time regulars within the installation who have requested to become full-time, up to the number of residual vacancies remaining. Management has the right to reject the next eligible senior part-time regular employee but must show cause for doing so, and any such action is grievable by said employee.
6. Full-time mail handler employees, by seniority, with priority consideration in reassignment.
7. All qualified bargaining-unit applicants per the MOU Re: Transfers without priority consideration, on a first-in, first-out basis. These reassignment (transfer) requests will be made with the normal considerations contained in the MOU Re: Transfers. The

number of career reassignments allowed under this paragraph including those in paragraph 6 above is limited to one in every four full-time opportunities filled in offices of 100 or more work-years and one in every six full-time opportunities filled in offices of less than 100 work-years.

However, concurrent with filling these vacancies through the MOU RE: Transfers, management shall convert Mail Handler Assistants (MHAs) within the installation to career status by relative standing. In order to expedite the process of filling vacancies, management may fill three of four full-time opportunities or five of six full-time opportunities, as applicable, without waiting for completion of the transfer process.

Other Items

30. The new language in Article 8. 2 D states that in postal installations that have 200 or more work years of employment in the regular work force, career mail handlers in mail processing shall have consecutive scheduled days off, unless otherwise agreed to by the parties. How will this be implemented?

In 200 or more work year facilities that currently have non-consecutive scheduled days off duty assignments, the local parties should meet by June 30, 2023, to discuss and determine if the parties agree to keep the non-consecutive scheduled days off for these duty assignments. If the parties do not agree to keep the current non-consecutive scheduled days off, within 30 days of that meeting, the duty assignment shall be reposted in accordance with Article 12.3B4 and the MOU on Section 12.3 Principles of Posting.

31. Are PTFs guaranteed a scheduled off day?

Yes, all PTFs will be guaranteed a minimum of one (1) nonscheduled day each service week, except during the peak season exception period in their installation. Management will notify PTF employees of their assigned nonscheduled day by the Wednesday preceding the service week.

32. Are MHAs guaranteed a scheduled day off?

Yes, all MHAs will be offered a minimum of one (1) nonscheduled day each service week, except during the peak season exception period in their installation. Management will notify MHAs of their assigned nonscheduled day by the Wednesday preceding the service week.

33. How much of an eligible employee's unused annual uniform and work clothing allowance may be carried over?

An eligible employee's uniform or work clothing allowance balance may not exceed the sum of two (2) years of the employee's annual allowance entitlement. Carryover funds are eligible for use beginning twelve (12) months after the end of each anniversary year.

34. When will the uniform and work clothing program adjustment be implemented?

This uniform and work clothing program adjustment will be implemented no later than twelve (12) months from the ratification date of the 2022-2025 Agreement (March 13, 2024).

35. How will training opportunities pursuant to the MOU Re: Regional Safety and Health Representative Training Opportunities be administered?

These opportunities will be discussed and determined by the parties at the Headquarters Labor Management Safety Committee.

E-SIGNED by Patrick M Devine
on 5/30/23 11:11:57 CDT

Patrick M. Devine, Manager
Contract Administration (NPMHU)
United States Postal Service



5-30-2023

Paul V. Hogrogian, President
National Postal Mail Handlers Union
A Division of LIUNA, AFL-CIO