



National Postal Mail Handlers Union

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January 2023

Dear Members,

We are pleased to present, for your ratification, the results of collective bargaining over the terms of the 2022 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 following pages contain all of the additions and deletions to the 2019 National Agreement that are part of the tentative 2022 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 2019 National Agreement is indicated by [brackets] and ~~striketrough~~ type; new language that is being added to the 2022 National Agreement is indicated by underlining and **bold** type. Any part of the 2019 National Agreement that is not mentioned in this document will remain unchanged during the 2022 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. There are several changes, however, that are worth highlighting here. All career Mail Handlers covered by this agreement will receive: (1) three general wage increases, including 1.3% retroactive to November 19, 2022, 1.3% effective in November 2023, and 1.3% effective in November 2024; (2) six cost-of-living adjustments added to base pay in March and September of 2023, 2024, and 2025; and (3) all of the other contract improvements that are described below, including full protection against layoffs and reductions in force. In addition, career employees at Steps BB, AA, and A of the pay scale will receive an additional 1.0%, also retroactively effective in November 2022. Similarly, Mail Handler Assistants covered by this agreement will receive annual increases of 2.3%, 2.3%, and 2.3%, as well as another 50 cents per hour effective in November 2022.

Additional economic improvements are scheduled to occur no later than six months after union ratification of the agreement. At that point, Step BB will be eliminated, with all Mail Handlers at that step moving up to Step AA. Also at that time, waiting periods for all remaining steps will be reduced from 52 weeks to 48 weeks, reducing the career progression by a total of 116 weeks or more than 2 years. Finally, all MHAs who already have or in the future reach six months of relative standing will receive a second increase of 50 cents per hour.

For MHAs interested in a guaranteed path to career, the pre-existing rules for conversion to career are all maintained. These have been highly successful, as tens



of thousands of MHAs have converted to career employees over the past few years. But the new contract also protects against long-term MHAs by setting an automatic conversion into career employment after 24 months of service or relative standing for MHAs, if and when an MHA reaches that point in time. This automatic conversion will be into a new career status as a full-time flexible mail handler, which is a career position with full health care, retirement, and other benefits. To obtain this automatic conversion, the Union will allow a very small increase in the number of MHAs and will allow – only for MHAs reaching their 24-month mark – that these MHAs will receive a temporary pay rate for up to 48 weeks that is slightly below the revised step AA. This automatic conversion to career – again, is only applicable to MHAs who reach 24 months of relative standing – comes with full benefits as a career employee and would last only until the MHA is converted into a full-time regular position through normal processes based on relative standing, until they successfully bid into a career position, until they get placed into a residual vacancy, or until they otherwise convert into regular employment.

With regard to work rules, highlights include guaranteeing consecutive scheduled days off for career employees in offices with 200 or more work years of employment. All MHAs and PTFs, regardless of the size of their facility, will also be guaranteed one (1) nonscheduled day per week. MHAs will be advanced 40 hours of annual leave after completion of an initial 360-day term and immediately upon reappointment to any subsequent appointments; the same will be applied to PTFs, prorated to the end of their first leave year, and annually thereafter. MHAs with at least 90 days of continuous service as an MHA prior to conversion to career status will be exempt from the 90-day qualifying period for use of annual leave. And under Article 2, a new MOU has been added committing both parties to improving workplace relationships and to treating each and every individual employee with dignity and respect.

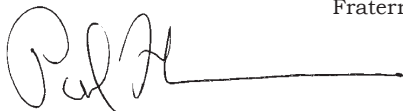
A new MOU was negotiated concerning 204(b) temporary supervisors, which provides that the Postal Service is in the process of developing alternate approaches to recruiting, staffing, and filling temporary supervisor positions, including the possibility of creating EAS positions to do so. To the extent that the Postal Service implements an alternative program, the parties at the National Level agreed to meet to discuss the status of the current 204(b) program.

These proposed changes above are just a few of those agreed to by USPS and the NPMHU. The complete set of tentative agreements is included in the next section of this booklet. **Should the agreement NOT be ratified, it is not possible to predict with any certainty what may happen to the wages and other benefits that currently are earned by Mail Handlers.**

For all of these reasons, we urge you to vote “yes” to ratify the tentative 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
2022 NATIONAL AGREEMENT
BETWEEN
NPMHU
AND
USPS**

TEXT AND EXPLANATION OF MODIFICATIONS

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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 19, 2022 – the basic annual salary for each grade and step of Table One and Table Two shall be increased by an amount equal to 1.3% of the basic annual salary for the grade and step in effect on September 20, 2022.

Effective November 18, 2023 – the basic annual salary for each grade and step of Table One and Table Two shall be increased by an amount equal to 1.3% of the basic annual salary for the grade and step in effect on September 20, 2022.

Effective November 16, 2024 – the basic annual salary for each grade and step of Table One and Table Two shall be increased by an amount equal to 1.3% of the basic annual salary for the grade and step in effect on September 20, 2022.

In addition to the above increases, for career employees hired after February 15, 2013, Steps BB, AA, and A will be increased effective November 19, 2022 by an additional 1.0% of the salary in effect on September 20, 2022. The entry Step BB rates as of November 19, 2022 shall be: Grade 4: \$40,942 (Annual), \$19.68 (Hourly); Grade 5: \$42,568 (Annual), \$20.47 (Hourly).

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 2022 National Agreement. More specifically, Mail Handlers will receive 1.3% retroactive to November 19, 2022, 1.3% effective on November 18, 2023, and 1.3% on November 16, 2024. In addition, as noted below, there are additional pay adjustments effective in both November 2022 and no later than six months after ratification. For a Level 4 Mail Handler at top step, the wage increases during the three years of the 2022 National Agreement – not including COLA – will total \$2,715, with each increase totaling \$905. For a Level 5 Mail Handler at top step, these general wage increases – again not including COLA – will total \$2,760 over the three years of the contract, with each increase totaling approximately \$920. When projected COLA payments are added,

these will provide additional increases in base wages, over and above the general wage increases precisely described above. In addition, the lower three steps for new career employees will be increased by an additional 1.0% of base pay effective in November 2022.

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 **2022** [2019] 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 January **2023** [2020] Index
- the second full pay period after the release of the July **2023** [2020] Index
- the second full pay period after the release of the January **2024** [2024] Index
- the second full pay period after the release of the July **2024** [2024] 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 2023** [January 2022] to **July 2023** [January 2020] is 1.2 points, pay scales for employees in Table One and Step P of Table Two of 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 2023 through 2025, with the first COLA effective in March 2023. 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, and the six COLAs paid during the 2019 National Agreement averaged \$1,081 per COLA. If these averages were to repeat themselves during the term of the 2022 National Agreement, the COLA provision, by itself, could provide between \$1,800 and \$6,000 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 remain high, these guaranteed COLA payments could result in large wage increases. That is why continuation of the COLA provision is so important.

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 **2.3%** effective November 19, **2022**, **2.3%** effective November 18, **2023**, and **2.3%** effective November 16, **2024**.

All percentage increases are applied to the wage rates in effect on **September 20, 2023**.

In addition, the current MHA rate for Grade 4 and Grade 5 will be increased by \$0.50 effective (PP25-2022) November 19, 2022. Also, effective no later than the first full pay period 180 days after ratification, 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 to reach Step B will be 6 months. RSC M4 Step B will remain \$0.50 higher than Step A in perpetuity; there will be no separate calculation for increases applied to this wage rate. Upon initial implementation, any MHA in RSC M4 with 6 months or more of relative standing will move to Step B.

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 2.3% in November 2022; 2.3% in November 2023; and 2.3% in November 2024. In addition, as noted above, there will be an additional \$0.50 per hour general wage increase for MHAs effective on November 19, 2022, as well as an additional \$0.50 step increase for all MHAs with at least 180 days of service no later than 6 months following ratification. At Level 4, the MHA rate that was at \$13.75 in 2013 and has recently been \$17.32, will immediately go to \$18.22 per hour retroactively effective in November 2022, and to \$19.12 effective toward the end of 2023 for MHAs with at least 180 days.

Elimination of Career Entry Step

Effective no later than the first full pay period 180 days after ratification, 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 in Step BB will advance to Step AA and will have their time in step waiting period reset to zero.

Waiting Period Between Steps

Effective no later than the first full pay period 180 days after ratification, the step waiting periods in the RSC M7 wage scale will be reduced from 52 weeks to 48 weeks between all steps.

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 reset. All other employees remain in the same step, retaining time in step credit.

Explanation: In addition to the general wage increases and COLAs, the 2022 National Agreement makes two changes to the wage scale for those career employees appointed on or after February 15, 2013:

- *Elimination of Step BB. As a result, the wage scale will be reduced from 18 to 17 steps.*
- *Reduction of the waiting period to advance to the next step on the wage scale from 52 weeks to 48 weeks.*

The result of these two changes is that the time for a career mail handler to move from the entry level step to the top step (P) has been reduced by more than 2 years (from 17 years to less than 15 years), a total reduction of 116 weeks.

ARTICLE 8.7 Night Shift Differential

Night shift differential rates will be increased by a fixed amount for RSC M and M7 Steps A through P:

- **1.0% increase effective (PP12-2023) May 20, 2023.**
- **1.5% increase effective (PP12-2024) May 18, 2024.**
- **2.0% increase effective (PP12-2025) May 17, 2025.**

Night shift differential rates will be increased by a fixed amount for RSC M4 and RSC M7 Steps BB and AA:

- **2.0% increase effective (PP12-2023) May 20, 2023.**

- **2.0% increase effective (PP12-2024) May 18, 2024.**
- **2.0% increase effective (PP12-2025) May 17, 2025.**

All increases will be applied to the most recent night shift differential table preceding the increase.

ARTICLE 26 Uniform and Work Clothes

Effective May 21, 2023, the allowance for uniforms and work clothes will be increased by 2.5%.

Effective May 21, 2024, the allowance for uniforms and work clothes will be Increased by 2.5%.

Effective May 21, 2025, the allowance for uniforms and work clothes will be Increased by 2.5%.

Unused portions of an eligible employee's annual allowance for uniform and work clothing will be carried over and available for use beginning twelve (12) months after the end of each anniversary year. 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. This uniform and work clothing program adjustment will be implemented no later than twelve (12) months from the date of ratification.

ARTICLE 2 NON-DISCRIMINATION AND CIVIL RIGHTS

Section 2.1 Statement of Principles

The Employer and the Union agree that there shall be no discrimination by the Employer or the Union against employees because of race, color, creed, religion, national origin, sex **(including pregnancy)**, age, or marital status. In addition, consistent with the other provisions of this Agreement, there shall be no unlawful discrimination against employees **or individuals with disabilities**, as prohibited by the Rehabilitation Act of 1973 or the Vietnam Era Veterans' Readjustment Assistance Act of 1974.

Explanation: The addition of "pregnancy" and "individuals with disabilities" will clarify Article 2 to protect Mail Handlers who are pregnant, and who may have a disability. The inclusion of this language makes clear that the protections of Article 2 cover employees falling within these terms.

ARTICLE 2

MEMORANDUM OF UNDERSTANDING

REASONABLE ACCOMADATION FOR THE DEAF AND HARD OF HEARING

MANAGEMENT'S RESPONSIBILITY

Management has an obligation to reasonably accommodate **deaf and hard of hearing** [impaired] employees **with a disability under the Rehabilitation Act (the "Act")** and applicants who request assistance in communicating with or understanding others in work related situations, such as **but not limited to:**

- a. During investigatory interviews which may lead to discipline, discussions with a supervisor on job performance or conduct, **corrective actions**, or presentation of a grievance **pursuant to Article 17 and other provisions of the Collective Bargaining Agreement.**
- b. During **formal classroom instruction and** some aspects of **informal** training.
- c. During portions of EAP programs and EEO counselings.
- d. In critical elements of the selection process such as during testing and interviews.
- e. During employee orientations and safety talks, CFC and Savings Bond Kickoff meetings.
- f. During the filing or meetings concerning an employee's OWCP claim.
- g. **During service talks longer than five (5) minutes and meetings to discuss work procedures, policies and assignments.**
- h. **During meetings to discuss excessing or consolidation and related job selection.**
- i. **During meetings to discuss retirement options and issues.**

A reasonable accommodation must be approached on a highly individual, case-by-case basis. The individual's input must be considered prior to making a decision regarding accommodation.

IMPLEMENTATION

This obligation is met by selecting an appropriate resource from the variety of resources available. In selecting a resource, the following, among others, should be considered, as appropriate:

- **Management Instruction (MI) regarding Providing Communication Accommodations to Employees and Applicants who are Deaf or Hard of Hearing.**
- The ability of the deaf and hard of hearing employee to understand various methods of communication and the ability of others to understand the deaf and hard of hearing employee.
- The importance of the situation as it relates to work requirements, job rights, and benefits.

- The availability and cost of the alternative resources under consideration.
- Whether the situation requires confidentiality.

Available resources which should be considered include, **but are not limited to the following:**

- Installation heads are authorized to pay for certified interpreters. Every effort will be made to provide certified interpreters when deemed necessary by an application of the principles set forth herein. **Costs for sign language interpreting services are covered by a centralized budget at Headquarters.**
- In some states, the Division of Vocational Rehabilitation (DVR) provides interpreters at no charge.
- Volunteer interpreters or individuals skilled in signing may be obtained from the work force or from the community. **A skilled interpreter is anyone who can provide effective interpretation in the sign language used by the signing employees.**
- In some situations, **such as day-to-day instructions and routine communications,** written communications may be appropriate **based on the employee's ability to comprehend written communications.**
- All Postal Service employees who supervise employees who are deaf and hard of hearing, as well as** [Supervisors,] training specialists, EAP, and EEO counselors, may be trained in sign language **and must complete Postal Service-approved training on the following subjects:**
 - **Effective communication with employees who are deaf and hard of hearing,**
 - **Providing qualified sign language interpreters.**
 - **Use of VRI and VRS.**
- Deaf and hard of hearing applicants [~~should normally~~] **will** be scheduled for a specific examination time when an interpreter will be available.
- State or Federal Relay services or other postal-approved technology, such as Video Relay Services (VRS) or VRI - if available and authorized - or other new and evolving technologies that are available, authorized and approved, may provide a way for a deaf or hard of hearing employee to conduct postal business by phone or video with other employees and customers.**
- When possible, interpreting services as described in (a) though (f) above should be scheduled as far in advance as possible.**
- In the event of an emergency situation, the Postal Service will strive to communicate the nature of the emergency as soon as possible.**

Management will provide the following assistance for deaf and hard of hearing employees **with a disability under the Act:**

- All films, **videos,** or videotapes designed for the training or instruction of regular work force employees developed on or after October 1, 1987, shall be opened or closed captioned. To the extent practicable, existing films or

videotapes developed nationally that will continue to be used by the deaf and hard of hearing with some frequency, will be opened or closed captioned.

- b. Special ~~tele~~communications devices for the deaf and hard of hearing will be installed in all postal installations employing deaf and hard of hearing employees **pursuant to the requirements contained in the Management Instruction regarding Providing Communication Accommodations to Employees and Applicants Who are Deaf or Hard of Hearing.** ~~[in the regular workforce]~~ **Special communications devices, or telephone volume control devices will be installed for hard of hearing employees whenever a hard of hearing employee needs a reasonable accommodation in order to communicate by phone.** These devices will be available to deaf and hard of hearing employees for official business and in the case of personal emergencies. As appropriate, Management will provide training to staff on the use of these special telecommunication devices.
- c. A visual alarm will be installed on all moving powered industrial equipment **powered by electric motor or internal combustion engine** in all postal installations employing deaf ~~[and hard of hearing]~~ employees **or in any installation** ~~[in the regular workforce,]~~ **where such a reasonable accommodation is necessary for a hard of hearing employee.**
- d. Visual fire alarms will be installed in all new postal installations (installations for which the U.S. Postal Service, as of the effective date of this agreement, has not awarded a contract for the design of the building) where the Postal Service installs audible fire alarms. The parties will discuss and seek to agree at the local level about the installation in such other facilities as may be appropriate.
- e. **The Postal Service will ensure that all Postal Service facilities nationwide maintain an Emergency Action Plan. The plan will address the requirements for an employee alarm system that:**
- **Complies with Occupational Safety and Health Administration regulations; and**
 - **Provides adequate notice to employees so they can take the appropriate actions necessary to escape the workplace safely.**

JOINT LABOR-MANAGEMENT MEETINGS

Discussion of problem areas with regard to the use of certified sign interpreters, enhancement of job opportunities for the deaf and hard of hearing, **including recruitment and hiring efforts,** type of special ~~tele~~communications devices **or volume control devices** to be installed, ~~and~~ installation of visual alarms **or other systems such as tactile devices** at other than new postal installations, **and the availability of new technologies which may help deaf and hard of hearing employees perform a variety of tasks,** are appropriate matters for considerations at Joint Labor-Management meetings. Discussion of such matters at Labor-Management meetings is not a prerequisite to the filing or processing of a grievance.

Explanation: The language of this MOU will be updated to reflect changes in technology used in USPS facilities. Specifically, it expands the opportunities by which Mail Handlers might receive a reasonable accommodation, as well as what tools management may employ to provide a meaningful accommodation. The updates here also provide important definitions and clarifications, such the definition of “a skilled interpreter,” which will aid USPS management in ensuring that the appropriate accommodation is chosen.

ARTICLE 2

NON-DISCRIMINATION AND CIVIL RIGHTS

(NEW) MEMORANDUM OF UNDERSTANDING

RE: Dignity and Respect in the Workplace

The Postal Service and the Union are committed to improving workplace relationships and to treating each and every individual employee with dignity and respect. The parties agree that they have a mutual interest in creating a positive work environment and culture, thus ensuring that the Postal Service is an “employer of choice.”

The parties further agree that individual or systemic concerns or issues touching on matters of dignity and respect are best served through a cooperative effort. Treating every employee with dignity and respect therefore is a proper subject for discussion at Labor-Management Committee meetings at the national, regional/area and local levels provided in Article 38.

The guiding principle of any joint discussions should be to improve the work climate and daily relationships on the workroom floor, and to ensure the operational success of the Postal Service.

This Agreement is without prejudice to the Postal Service's right to make changes to policy consistent with Article 19 and 34, and the Union's ability to challenge the same.

No retaliatory action is to be taken against any employee for alleging wrongdoing of any sort within the U.S. Postal Service to the Office of the Inspector General, to the Inspection Service, or to responsible officials of the Postal Service.

This Memorandum of Understanding will terminate upon expiration of the 2022 National Agreement.

Explanation: This new MOU codifies dignity and respect within the workplace for all employees, including all mail handler craft employees. It mandates that all employees and managers maintain an environment of dignity and respect in the workplace. It also specifies that larger issues violating an environment characterized by dignity and

respect may be discussed at Labor-Management Committee meetings. Importantly, it protects any member of the mail handler craft who alleges a breach in dignity and respect from retaliation by management.

**ARTICLE 6
LAYOFF AND REDUCTION IN FORCE**

MEMORANDUM OF UNDERSTANDING

Each employee who is employed in the regular work force as of September 20, 2022 [19] 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, 2025, [22] and may not be cited or used in any subsequent dispute resolution proceedings.

Explanation: The change in this MOU fixes the dates to reflect its inclusion in the new contract, as well as its expiration in concordance with the expiration of the 2022 National Agreement. Under this no lay-off clause, all career Mail Handlers in the regular work force as of September 20, 2022 will be protected against layoff or force reduction, 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 force reduction under Article 6. This is a crucial part of the National Agreement considering the Postmaster General's restructuring, inflation, and the uncertain financial state of the Postal Service.

**ARTICLE 7
EMPLOYEE CLASSIFICATIONS**

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B Mail Handler Assistant Employees (MHAs)

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3. The total number of MHAs within an installation will not exceed 25% [24.5] 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 [two (2)-accounting periods] between October 1 and**

January 31 each ~~[per]~~ fiscal year ~~[identified as set forth below]~~. The Employer shall **identify and** notify the Union, at the national level ~~[and at the appropriate installation]~~, of **the** ~~[which two (2) accounting periods]~~ **four (4) pay periods** ~~[in each fiscal year]~~ **within the October 1 to January 31 time frame** during which it may exceed the ~~25~~ [24.5] % limitation in ~~[that] installations~~ **with MHAs**. ~~S[s]uch notice will be provided at least~~ **three** ~~[six]~~ ~~(3)~~[6] months in advance of the ~~[beginning]~~ **start** date of the **identified** ~~[affected accounting]~~ **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 a ~~[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]~~ **pay** period. In the event that the Employer exceeds the **25%** ~~[24.5%]~~ 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.

Explanation: This tentative agreement more clearly defines the eligible peak exception period as October 1 through January 31. Though the MHA cap has increased by 0.5%, this provision would limit the exception period to 4 consecutive pay periods (which is equal to 2 accounting periods). Whatever pay consecutive periods the Postal Service chooses to exceed the MHA cap, they must do so at all installations. In other words, they will be one peak season for all facilities employing mail handler craft employees. Once USPS has selected its peak season exception period within the eligible window (October 1 and January 31), it will also be allowed four (4) weeks before the peak season exception period where the MHA cap will be ramped up by 1.0% per week. During this preceding four-week period, every week will see a cumulative increase of 1% increase above the cap. Week 1 shall be a 1% increase, week 2 shall be 2%, week 3 shall be 3%, and week 4 shall be 4%.

MEMORANDUM OF UNDERSTANDING CONVERSION OF MAIL HANDLER CRAFT EMPLOYEES

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 regarding the conversion of Mail Handler Craft employees will be followed:

Mail Handler Craft employees may provide written notice to local management indicating a desire to convert from a part-time regular schedule to a part-time flexible schedule; **or, in 200 man year facilities, a part-time regular schedule to a full-time regular schedule, if such position exists;** or a part-time flexible schedule to a part-time regular schedule; or a full-time regular schedule to a part-time regular schedule. The request will be filed in the employee's Official Personnel Folder (OPF). A copy will be provided to the personnel office for tracking purposes.

Explanation: This change ensures that part-time regulars in larger facilities, with over 200 work years, will have the opportunity to convert their schedule to full time, if it such a position is available. The inclusion of this provision will create more opportunities for PTRs to convert into a full-time regular position, should they choose.

MEMORANDUM OF UNDERSTANDING

Re: Mail Handler Assistant Employees

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, [t]~~ **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 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.**

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. **On a monthly basis, the Postal Service will provide the Union with a list of MHAs enrolled in the USPS Plan.**

On an annual basis, the Postal Service will provide the Union with information about premium and claim experience, actuarial value and plan performance

including any measure of employee satisfaction, number and types of complaints, speed of claim processing, etc.

On an annual basis, the Postal Service will provide the Union its proposed USPS Plan design for the upcoming year, including plan options beyond self-only and family, to allow the Union timely input into any decision about changes. It is understood, however, that the final decision on plan design is solely vested in the Postal Service.

If an eligible noncareer MHA elects to participate in the FEHB/**PSHB*** 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.

***As of January 2025, the Postal Service Health Benefits Program ("PSHB Program")**

Explanation: The changes in this proposal are designed to maintain the current options for MHA health insurance, while keeping the NPMHU more informed about the healthcare choices of the Mail Handler craft. It would mandate that the USPS keep the NPMHU updated, on a weekly basis, how many MHAs are enrolled in the USPS plan, as well as an annual report which details the functionality of the plan and any prospective changes. While the NPMHU is free to make recommendations to the USPS about its plan, the ultimate decision lies with Postal Service management. Over time, this new insight will allow the NPMHU to better tailor the non-career plans to suit the needs of its members.

**MEMORANDUM OF UNDERSTANDING
Re: Mail Handler Assistant Employees**

* * *

3. Other Provisions

A. Article 15

* * *

1. The parties recognize that MHAs will have access to the grievance procedure for those provisions which the Board Award applies to MHAs.

2. Nothing herein will be construed as a waiver of the employer's obligation under the National Labor Relations Act. MHAs will not be discharged for exercising their rights under the grievance-arbitration procedure
3. The separation of MHAs upon completion of their 360-day term and the decision to not reappoint MHAs to a new term are not grievable, except where it is alleged that the decision to not reappoint is pretextual. MHAs may be separated during their term of appointment for lack of work at any time. Such separation is not grievable except where it is alleged that the separation is pretextual. Separations for lack of work shall be by inverse relative standing in the installation. MHAs separated for lack of work before the end of their term will be given preference for reappointment ahead of other MHAs with less relative **standing** [seniority] and ahead of other applicants who have not served as MHAs, provided that the need for hiring arises within twelve (12) months of their separation.

Explanation: This cosmetic modification changes the word “seniority” to the proper term “standing,” which is what MHAs earn to select annual leave and determine eligibility for conversion. When referring to the length and terms of MHA service, the contract uses “relative standing.” Upon conversion to a career position, however, the term the “standing” will become “seniority.”

**MEMORANDUM OF UNDERSTANDING
Re: Mail Handler Assistant Employees**

**ATTACHMENT A
MAIL HANDLER ASSISTANT EMPLOYEE (MHA)
ANNUAL LEAVE PROVISIONS**

- I. GENERAL
 - A. Purpose. Annual leave is provided to MHAs for rest, recreation, emergency purposes, and illness or injury
 1. Accrual of Annual Leave. MHAs earn annual leave based on the number of hours in which they are in a pay status in each pay period.

Rate of Accrual	Hours in Pay Status	Hours of Annual Leave Earned per Pay Period
1 hour for each unit of 20 hours in pay status in each pay period	20 40 60 80	1 2 3 4 (max)

2. Biweekly Crediting. Annual leave accrues [and is credited] in whole hours at the end of each biweekly pay period.
3. **Credit at Beginning of Appointments. 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.**
4. [3] Payment for Accumulated Annual Leave. A separating MHA may receive a lump-sum payment for accumulated annual leave subject to the following condition:
 - a. An MHA whose separation is effective before the last Friday of a pay period does not receive credit or terminal leave payment for the leave that would have accrued during that pay period.
5. **Mail Handler Assistant (MHA) employees with a minimum of 90 days of continuous service as an MHA prior to conversion to career status will be exempt from the 90-day qualifying period as written in the Employee and Labor Relations Manual (ELM) 512.313. Any break in service as required by the Memorandum of Understanding Re: Mail Handler Assistant Employees, Section 1.b will not impact this continuous service requirement.**

Explanation: There are two new rules included in these provisions. First, MHAs who complete their first 360-day appointment and are reappointed to any other appointment will receive an annual leave credit of 40 hours per 360 days proportional to their service at the time that this provision is implemented. For example, if upon implementation, an MHA has completed 180 days (50%) of the 360-day appointment, they will receive 20 hours of leave. Second, MHAs with 90 days of continuous service will not have to serve the 90-day qualifying period upon their conversion to full-time regular. The five-day break between 360-day appointments, as mandated in Section 1.b of the MOU Re: Mail Handler Assistant Employees, will not count against the 90 continuous days of service.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL POSTAL MAIL HANDLERS UNION**

Re: MHA Automatic Conversion to Career

The U.S. Postal Service and the National Postal Mail Handlers Union agree that Mail Handler Assistants (MHAs) in 200 work year offices who reach 24 months of relative standing will be converted automatically to full-time career status and be subject to the step placement and corresponding progression as outlined

below. Any MHA automatically converted to career status under this MOU will not be required to serve a probationary period.

A new entry step will be established for MHAs automatically converting after 24 months of relative standing in Grades 4 and 5. The new entry step waiting period will be determined per grade using step waiting periods as established in Article 9.2B of the 2022 National Agreement. The new entry step for the new designated activity code will be set as follows: at Grade 4, \$40,417 (Annual), \$19.43 (Hourly); at Grade 5, \$42,022 (Annual), \$20.20 (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. The new entry step will not apply to Full Time Regular (FTR), Part Time Regular (PTR), or Part Time Flexible (PTF) employees in Grades 4 and 5, and will not be added to the FTR pay schedule. However, after the appropriate step waiting period in the new entry step (see Article 9.2B) of 48 weeks, automatically converted MHAs will progress into the Article 9.2B pay schedule.

The new entry step will receive COLAs calculated using the current formula in 9.3.C, adjusted proportionally to 57.50%.

In 200 work year offices, automatically converted MHAs will convert to Full-Time Flexible (FTF). The new FTF employee category is deemed to be part of the regular work force in the full-time category as set forth in Article 6.1A2 and Article 7.1A, and will only be used for MHAs who auto convert. FTF employees will have flexible reporting times, flexible non-scheduled days, and flexible reporting locations within the installation depending upon operational requirements as established on the Wednesday preceding the service week. The work schedules for FTFs will consist of five workdays per week, eight hours per day with two consecutive rest days.

The slotting provisions for 24-month automatic MHA conversions do not apply to MHA conversions occurring before the MHA reaches 24 months of relative standing. Any conversions occurring before reaching 24 months of relative standing will be done consistent with relevant contractual provisions, including the *Filling of Residual Vacancies* Memorandum of Understanding (MOU) and the *Mail Handler Assistants* MOU Section 1(a)(g) and Section 3(D).

MHAs who automatically convert to FTF after 24 months of relative standing and who later transition to FTR positions will be slotted into the FTR pay step commensurate with their number of weeks as an FTF and will retain time in step credit. For example, an MHA who reaches 24 months of relative standing and converts to FTF at the beginning of Pay Period 02 will slot into the 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.

Conversions to career and the above-described associated step changes and employee classifications will be completed no later than the first full pay period six (6) months after NPMHU ratification of the 2022 National Agreement.

Explanation: This new Memorandum of Understanding creates a new employee classification and creates more opportunities for MHA conversion into a career position. The MOU provides that, effective no later than 180 days after ratification, any MHAs who work in 200-man year facilities and have reached 24 months of relative standing, will be automatically converted into the new full-time flexible (FTF) role.

Those new full-time flexibles will be slotted into the new entry level step, which will be one step below the step AA rate that includes both the November 19, 2022 wage increases and the March 2023 cost-of-living adjustment. After 48 weeks (the newly proposed step waiting period), the FTF will progress into the same wage chart as full-time regulars.

Unlike full-time regulars with a fixed schedule and work location, FTFs will have flexible reporting times, flexible non-schedule days, and flexible reporting locations within the installation depending upon operational requirements as established on the Wednesday preceding the service week.

When the full-time flexible converts to full-time regular, they will retain the time spent in the entry step and enter into the pay step appropriate for the time spent in the entry step, along with maintaining their in-step credit.

Importantly, this MOU and the FTF position only applies to MHAs converted automatically after 24 months of service. All MHAs converted prior to 24 months will immediately enter full-time regular status.

**ARTICLE 8
HOURS OF WORK**

Section 8.2 Work Schedules

* * *

D In postal installations which have 200 or more work years of employment in the regular work force, career employees in mail processing shall have consecutive scheduled days off, unless otherwise agreed to by the parties at the local level.

Explanation: This new provision ensures that, in larger facilities which have 200 or more work years of employment, career employees in the mail handler craft have consecutive scheduled days off unless the parties agree otherwise at the local level. This will ensure that regular Mail Handlers in these larger facilities get back-to-back days off as part of their regular schedule.

**ARTICLE 8
HOURS OF WORK**

Section 8.3 Exceptions

Section 8.2C above shall not apply to part-time employees or MHAs.

Part-time employees will be scheduled in accordance with the above rules, except they may be scheduled for less than eight (8) hours per service day and less than forty (40) hours per normal work week.

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.

MHAs will be scheduled in accordance with Section 2, A and B of this Article. **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.**

Explanation: These changes grant MHAs and PTFs at least one nonscheduled day off each service week, except for the peak season exception period of four pay periods. Management will provide notification of these days off no later than the Wednesday before the service week in question.

**ARTICLE 8
HOURS OF WORK**

Section 8.5 Overtime Assignments

When needed, overtime work shall be scheduled among qualified full-time [regular] employees doing similar work in the work location where the employees regularly work in accordance with the following:

* * *

- D If the voluntary "Overtime Desired" list does not provide sufficient available and qualified people, the Employer shall assign other employees to the extent needed. When assigning such employees, the Employer shall first utilize qualified and available full-time employees, in order of seniority, who have volunteered to work the required overtime after their scheduled tour for that day only or who have volunteered to work their nonscheduled day(s). Employees shall volunteer for overtime assignments after their scheduled tour for that day only by signing their

name and indicating their seniority date, within the first two (2) hours of their scheduled tour of duty, on a daily "Full-Time Volunteer" list maintained in each work section on the workroom floor. The daily "Full-Time Volunteer" list shall be applied in a manner consistent with the application of the "Overtime Desired" list within the installation. Employees shall volunteer for overtime assignments on their nonscheduled days by signing their name and indicating their nonscheduled days and their seniority date on a Full-Time Volunteer list that is posted in each work section at the beginning of the service week (i.e., on Saturday) and must be signed by Tuesday of the service week prior to that being volunteered for. Such full-time employee volunteers shall work the required overtime, as directed by management. The Employer shall have the discretion to limit these volunteer employees from working beyond ten (10) hours in a day. There shall not be any penalty for errors by the Employer in applying either of these "Full-Time Volunteer" lists.

If additional employees are still needed after application of the above, the Employer shall assign other employees as needed. To the extent practicable, an effort will be made to schedule available (on duty at the time that the selection of employees for overtime is made) and qualified Mail Handler Assistants and/or part-time flexible employees for such work prior to requiring full-time employees not on the "Overtime Desired" list or "Full-Time Volunteer" lists to work such overtime. If qualified full-time [regular] employees not on the "Overtime Desired" list or either of the volunteer lists are required to work overtime, it shall be on a rotating basis with the first opportunity assigned to the junior employee.

Explanation: The elimination of "regulars" in the introductory paragraph of this provision and in the last paragraph will ensure that the rights of "full-time regulars" to volunteer for overtime and their rights to be last for mandated overtime are extended to the "full-time flexibles" created by the new MHA auto conversion MOU.

MEMORANDUM OF UNDERSTANDING

ADMINISTRATIVE LEAVE FOR BONE MARROW, STEM CELL, BLOOD PLATELET, AND ORGAN DONATIONS

The parties agree the maximum administrative leave that can be granted per leave year to cover qualification and donation is limited to the following:

a. A full-time **employee** or part-time regular career employee is limited to:

- (1) for bone marrow, up to 56 hours;
- (2) for stem cells, up to 56 hours;

(3) for blood platelets, up to 56 hours; and

(4) for organs, up to 240 hours.

b. A part-time flexible [~~or part-time regular career~~] employee or a Mail Handler Assistant employee may be granted leave up to the limits of seven (7) days for bone marrow, stem cells, or blood platelets, and up to the limit of thirty (30) days for organs. The amount of leave that may be granted will be based on the employee's average daily work hours in the preceding 26 weeks, but not to exceed 8 hours per day.

(The preceding MOU, Administrative Leave For Bone Marrow, Stem Cell, Blood Platelet, and Organ Donations, shall apply to Mail Handler Assistant employees.)

Explanation: The changes to this MOU make clear that that this special provision applies not just to full-time regular employees, but also to the "full-time flexible" positions created by the new MHA auto conversion MOU.

MEMORANDUM OF UNDERSTANDING

Re: PTF Annual Leave

The parties agree that forty (40) hours of annual leave will be advanced to part-time flexible (PTF) employees, prorated to the end of the leave year for their first leave year as a PTF, and annually thereafter, unless and until the employee converts to full-time status.

Explanation: Under this new provision, all PTFs will be advanced 40 hours of annual leave per year, prorated to the end of their first leave year following ratification.

MEMORANDUM OF UNDERSTANDING

BEREAVEMENT LEAVE

NPMHU represented employees may use a total of up to three workdays of annual leave, sick leave or leave without pay, to make arrangements necessitated by the death of a family member or attend the funeral of a family member. Authorization of leave beyond three workdays is subject to the conditions and requirements of Article 10 of the National Agreement, Subsection 510 of the Employee and Labor Relations Manual and the applicable local memorandum of understanding provisions.

Definition of Family Member. "Family member" is defined as a:

(a) Son or Daughter — a biological or adopted child, stepchild, daughter-in-law or son-in-law;

- (b) Spouse;
- (c) Parent — mother, father, mother-in-law, or father-in-law;
- (d) Sibling — brother, sister, brother-in-law, or sister-in-law;
- (e) **Grandchild; or**
- (f)** [(e)] Grandparent.

The in-laws referenced in this MOU applies to children, including adopted children, stepchildren, and spouses thereof; spouse and parents thereof; and brothers and sisters and spouses thereof.

* * *

Explanation: This new provision on bereavement leave expands the coverage of this MOU to include grandchildren. It also clearly defines the term “in-laws” in relation to children (including step and adopted), spouses of your children (including step and adopted), parents of your children’s spouse, and siblings of your spouse.

ARTICLE 11

HOLIDAYS

Section 11.1 Holidays Observed

The following **eleven (11)** [~~ten (10)~~] days shall be considered holidays for full-time **employees** and part-time regular schedule employees, hereinafter referred to in this Article as “employees”:

New Year's Day
Martin Luther King, Jr.'s Birthday
Washington's Birthday (**Presidents' Day**)
Memorial Day
Juneteenth National Independence Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

Explanation: The proposed change adds Juneteenth as a holiday for full time and part time regulars, in accordance with Juneteenth National Independence Day Act signed by President Biden and guidelines previously issued by the USPS Deputy Postmaster General. This agreement also recognizes the alternative notation of Washington’s Birthday as President’s Day. Finally, the addition of “employees” to the first sentence makes clear that these holidays apply to both full-time regular and also full-time flexible employees created under the new MHA auto conversion MOU.

ARTICLE 11

HOLIDAYS

Section 11.7 Holiday Part Time Schedule

A part-time flexible schedule employee shall not receive holiday pay as such. The employee shall be compensated for the **eleven (11)** [~~ten (10)~~] holidays by basing the employee's regular straight time hourly rate on the employee's annual rate divided by **1,992** [~~2,000~~] hours. For work performed on December 25, a part-time flexible schedule employee shall be paid in addition to the employee's regular straight time hourly rate, one-half(½) times the employee's regular straight time hourly rate for each hour worked up to eight (8) hours.

Explanation: For PTF employees, the change from 10 to 11 holidays and the change from 2000 to 1992 hours reflects the addition of Juneteenth as a holiday.

ARTICLE 12

PRINCIPLES OF SENIORITY POSTING AND REASSIGNMENTS

Section 12.2 Principles of Seniority

E Relative Standing of Part-Time Flexibles **and Mail Handler Assistants**

* * *

Explanation: The change updates the heading to include MHAs who already are covered by the body of this section.

ARTICLE 12

PRINCIPLES OF SENIORITY POSTING AND REASSIGNMENTS

Section 12.2 Principles of Seniority

F Changes in Which Seniority is Lost

Except as specifically provided elsewhere in this Agreement an employee begins a new period of seniority:

F1 When the change is at the employee's request:

F1a From one postal installation to another, the employee will begin a new period of seniority as a part-time flexible **or, in an installation with 200**

or more man years, as a full-time regular. [if such status is available in the installation.]

F1b From another craft to the Mail Handler craft, the employee will begin a new period of seniority as a part-time flexible **or, in an installation with 200 or more man years, as a full-time regular.** [if such status is available in the installation.]

Explanation: These changes clarify that a mail handler or another craft employee who, by their own request, chooses to transfer from one facility to one with over 200 years of experience among its employees, that the employee gaining a position in the mail handler craft will start a new period of seniority as a full-time regular.

ARTICLE 12 PRINCIPLES OF SENIORITY POSTING AND REASSIGNMENTS

Section 12.2 Principles of Seniority

Section G Changes in Which Seniority is Retained, Regained, or Restored

G5 Failure to Meet Qualification Standards. When an employee is returned to the Mail Handler craft for not being able to meet the qualification standards for a job in the same installation, the employee shall regain former Mail Handler seniority **which shall not include the period of intervening employment in the other craft.**

Explanation: This change to Article 12.2G5 makes clear that employees who leave the mail handler craft but then fail to meet qualification standards in their new craft and thus return to mail handler would regain their former MH seniority for the period of time they were employed in the intervening craft. For example, if a Mail Handler of 8 months transfers to the Letter Carrier craft for two months and fails their driving test, they may return to the mail handler craft with only the original 8 months of seniority in the mail handler craft.

ARTICLE 12 PRINCIPLES OF SENIORITY POSTING AND REASSIGNMENTS

Section 12.2 Principles of Seniority

G8 Except as otherwise specifically provided for in this Agreement, effective the date of this Agreement, when it is necessary to resolve a tie in seniority between two or more Mail Handler craft employees, the following criteria shall apply in the order set forth below:

G8a. Prior to March 25, 2023:

- [G8a] **i** Total continuous postal career service in the Mail Handler craft within the installation.
- [G8b] **ii** Total postal career service in the Mail Handler craft within the installation.
- [G8c] **iii** Total postal career service in the Mail Handler craft.
- [G8d] **iv** Total postal career service within the installation.
- [G8e] **v** Total postal career service.
- [G8f] **vi** Total Federal service as shown in the service computation date.
- [G8g] **vii** Numerical by the last 3 or more numbers (using enough numbers to break the tie but not fewer than 3 numbers) of the employee's social security number, from the lowest to highest.

G8b. On or after March 25, 2023:

- i. Total continuous postal career service in the Mail Handler craft within the installation.**
- ii. Total postal career service in the Mail Handler craft within the installation.**
- iii. Total postal career service in the Mail Handler craft.**
- iv. Total postal service in the Mail Handler craft.**
- v. Total postal career service within the installation.**
- vi. Total postal career service.**
- vii. Total Federal service as shown in the service computation date.**
- viii. Numerical by the last 3 or more numbers (using enough numbers to break the tie but not fewer than 3 numbers) of the employee's Employee Identification Number (EIN), from the lowest to highest.**

Explanation: These changes are meant to provide that, effective prospectively beginning on March 23, 2023, the seniority tiebreakers will take account of "Total postal service in the Mail Handler craft" before their "Total postal career service within the installation." This will give former MHAs priority over employees with prior service in another craft.

The final tie breaker also is changed from last three or more numbers of the relevant Social Security Numbers to the last three or more numbers in the relevant Employee Identification Number.

**ARTICLE 12
PRINCIPLES OF SENIORITY POSTING AND REASSIGNMENTS**

Section 12.3 Principles of Posting

B In the Mail Handler Craft, Vacant Craft Duty Assignments Will Be Posted for Bid as follows:

* * *

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 incumbent shall become an unassigned full-time regular, and** 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: Incumbent Mail Handlers who do not accept a new reporting time that changes the original reporting time from between one to four hours will become an unassigned full-time regular, and the assignment that they were slotted to fill will be posted for bid.

**ARTICLE 12
PRINCIPLES OF SENIORITY POSTING AND REASSIGNMENTS**

Section 12.3 Principles of Posting

E Successful Bidder

E3 Normally, an employee shall work the duty assignment for which the employee has been designated the successful bidder. However, when an

employee is moved off the employee's duty assignment, the employee shall not be replaced by another employee. For temporary reassignments not covered by Article 25, the movement of people outside the bid assignment area will be as follows:

E3a employees from other crafts performing work in accordance with Articles 7 or 13;

E3b MHAs;

E3c part-time flexible employees;

E3d full-time flexible employees;

E3e[d] part-time regular employees;

E3f[e] full-time regular Mail Handler employees;

E3g[f] the order of movement of full-time regular Mail Handler employees in .3E3f[e], above shall be a subject for local negotiations; however, if an agreement is not reached at the local level, the matter will be referred to the Area Manager, Human Resources and the Regional Director, Mail Handlers Union for settlement.

Explanation: The changes to this subsection integrate the full-time flexible employees (caused by the MOU on automatic conversion of MHAs) into the pecking order for making temporary reassignments.

ARTICLE 12 MEMORANDUM OF UNDERSTANDING

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.

After the expedited bidding process, the junior employee left without a duty assignment shall retain the right to retreat to the section from which withdrawn as detailed in Section 12.6C4c.

Explanation: This new provision will ensure that, after completion of an expedited bidding process causing the junior employee to move out of a bid, that employee will retain the right to retreat to the section as detailed in Section 12.6C4c.

ARTICLE 12 MEMORANDUM OF UNDERSTANDING

JOINT TASK FORCE ON ARTICLE 12

The parties agree to establish a joint task force for the purpose of discussing and reviewing issues that arise as a result of implementing the provisions of Articles 12.5 and 12.6. The task force shall consist of at least four persons, two each selected by the Employer and the Union.

* * *

In addition to the review of issues discussed above, either party may refer an Article 12 issue that is part of a grievance appealed to Step 3 to the Task Force. All such referrals must be in writing to the Task Force, and a copy of the referral must be supplied to the other party. If the Task Force agrees upon a resolution (e.g., settlement, withdrawal, or remand), the Task Force shall return the grievance to the Regional/Area parties for the purpose of implementing the agreed-upon resolution. If the Task Force cannot agree upon a resolution within sixty (60) days of the issue being referred to the Task Force, the identified issue along with the Step 3 grievance will be returned to the Regional/Area parties for further processing through the grievance and arbitration process.

Explanation: This change to the Article 12 Task Force allows any Article 12 issue that is a part of a Step 3 grievance to be referred by either party to the Article 12 Task Force. If the Task Force comes to an agreement on a resolution, the Task Force will remand the grievance back to the Regional/Area parties to implement the decision. If the Task Force fails to come to an agreement, it will refer the issue back to the Regional/Area parties to continue through the grievance procedure as outlined in Article 15.

MEMORANDUM OF UNDERSTANDING FILLING OF RESIDUAL VACANCIES

The parties agree to apply the following procedures, during the term of the **2022** National Agreement, concerning filling of Mail Handler Craft residual vacant duty assignments not subject to withholding pursuant to Article 12.

In accordance with Article 12.3.B3, all vacant duty assignments will be posted within twenty-eight (28) days of the date the assignment becomes vacant unless a determination has been made that the position is to be reverted. If that vacant duty assignment is posted, goes unbid, and becomes residual, that residual duty assignment will be filled in accordance with this Memorandum of Understanding. If and when management decides to revert an assignment, a notice shall be posted within ten (10) days advising of the action taken and the reason(s) therefore. Assignments that are not reverted shall be filled in accordance with this MOU. The Postal Service at the National level shall provide the Union at the National level with reports, as they become available, listing the number of residual vacant assignments.

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 ~~regular~~ mail handler employees, by seniority, with priority consideration in eReassign.

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 5 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 fulltime 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. Each residual vacant duty assignment shall be filled as soon as practicable.

The use of MHAs will not invoke the provisions of Article 7.3 and/or the second paragraph of Article 12.3B11 of the National Agreement.

Employees moving between installations pursuant to the terms of this agreement are solely responsible for any and all costs related to relocation.

An employee accepting a voluntary reassignment (transfer) or a part-time regular converting to a full-time regular under this MOU will begin a new period of seniority.

This MOU is effective through the expiration of the **2022** National Agreement, unless extended by agreement of the parties or by the extension or continuation of the **2022** National Agreement during impasse procedures.

This MOU is nonprecedential and is reached without prejudice to the position of either party in this or any other matter. It may be cited only to enforce its terms.

Any disputes regarding application of this MOU will be sent to the Article 12 Task Force for resolution.

Explanation: The changes to this MOU in the tentative agreement accomplish three things. First, it renews this important MOU for the upcoming 2022 National Agreement., ensuring that the conversion of MHAs to career will continue apace. Second, the deletion of “regular” ensures that this MOU also applies to the new full-time flexibles created by the new MHA auto conversion MOU. Third, it also gives the full-time flexible the ability to remain a full-time flexible when there are not sufficient residual vacancies to convert all FTFs, as long as they are not the only ones who can fill a higher-level position.

MEMORANDUM OF UNDERSTANDING

Re: 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 in relative standing 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 14, 2014, the following criteria shall apply in the order set forth below:

G8a. For Mail Handler craft employees converted to career prior to March 25, 2023:

[G8a] **i** Total continuous postal career service in the Mail Handler craft within the installation.

[G8b] **ii** Total postal career service in the Mail Handler craft within the installation.

[G8c] **iii** Total postal career service in the Mail Handler craft.

[G8d] **iv** Total postal career service within the installation.

[G8e] **v** Total postal career service.

[G8f] **vi** Total Mail Handler Assistant service

[G8g] **vii** Total postal non-career service

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

G8b. For Mail Handler craft employees converted to career on or after March 25, 2023:

- i. Total continuous postal career service in the Mail Handler craft within the installation.**
- ii. Total postal career service in the Mail Handler craft within the installation.**
- iii. Total postal career service in the Mail Handler craft.**
- iv. Total postal service in the Mail Handler craft.**
- v. Total postal career service within the installation.**
- vi. Total postal career service.**
- vii. Total postal non-career service**
- viii. 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: This provision includes cosmetic updates to the paragraph numbering system. It also changes the relative standing/seniority tiebreakers for Mail Handlers Assistants hired after March 25, 2023, who will have their seniority tie breakers broken by “total postal service in the Mail Handler craft” before “total postal career service within the installation,” thereby giving preference to MHAs over career employees from other crafts.

MEMORANDUM OF UNDERSTANDING

RE Temporary Supervisors Arising From Section 204(b) of Public Law 68, the Postal Field Service Compensation Act of 1955

During negotiations over the terms of the 2022 National Agreement, representatives of the NPMHU and the Postal Service discussed various issues relating to the selection and use of 204b temporary supervisors, including existing contract provisions and proposals relating to this topic. During those discussions, the parties agreed that it remains a management prerogative to select employees who will be assigned as 204b supervisors. The Postal Service acknowledges that it is in the process of developing alternate approaches to recruiting, staffing, and filling temporary supervisor positions, to include the possibility of creating EAS positions to do so. To the extent that the USPS implements an alternative program during the term of the 2022 National Agreement, the parties at the National level will meet to discuss the status of the current 204b temporary supervisor program as it relates to the above referenced contract provisions.

This Memorandum of Understanding may not be used as the basis for a grievance and shall expire, unless extended, with the terms of the 2022 National Agreement.

Explanation: During bargaining about various NPMHU proposals concerning the selection and use of 204b temporary supervisors, the parties evaluated the current 204b temporary supervisor program. Simultaneously, the Postal Service acknowledged that it is in the process of developing alternatives to the 204b program, which could lead to appointing permanent EAS employees into a supervisory apprenticeship program. The new program may be piloted by the Postal Service as early as 2023. This MOU guarantees that, if and when such an alternative program is implemented by management, NPMHU officials will meet with USPS officials at the National level to discuss the future status of the 204b program.

ARTICLE 13

ASSIGNMENT OF ILL OR INJURED REGULAR WORK FORCE EMPLOYEES

Section 13.4 General Policy Procedures

* * *

A. Every effort shall be made to reassign the concerned employee within the employee's present craft or occupational group, **even if such assignment reduces the number of hours of work for the MHAs.** After all efforts are exhausted in this area, consideration will be given to reassignment to another craft or occupational group within the same installation.

Explanation: As a protection for career Mail Handlers who may be ill or injured, the Postal Service agrees to make every effort to keep the Mail Handler in the Mail Handler craft, even if it reduces the number of work hours granted to MHAs.

ARTICLE 14

SAFETY AND HEALTH

Section 14.8 D and E, (Local Committee Responsibilities)

* * *

D A Union representative from the local Safety and Health Committee may, **at the Union's option,** participate in the annual inspection conducted by the **Manager, Safety and/or their designee** [Manager, Human Resources,] in **mail processing facilities in the district** [the main facility of each District] and NDCs, provided that the Union represents employees at the **facility** [main facility of the District] or NDC being inspected. In no case shall there be more than one (1) Union representative on such inspections.

E A Union representative from the local Safety and Health Committee may, **at the Union's option,** participate in other inspections **of mail processing facilities in the District,** the [main facility of each post office, District,] NDC, or other installation with

100 or more man years of employment in the regular work force, and of an individual station or branch where the station or branch has 100 or more man years of employment in the regular work force, provided that the Union represents employees at the **facility in question**, [~~main facility or station or branch~~] and provided that the Union representative is domiciled at the **facility** [~~main facility or station or branch~~] to be inspected.

* * *

H Since it has been some time since some members of Safety Committees received orientation, all current members will receive an orientation not later than December 15, 20[07] **24**.

Explanation: The changes in this paragraph make clear that participation in annual inspection is at the union's discretion. Previously, some managers interpreted the word "may" to allow management to deny such participation. This proposal also restructures the sections that refer to included facilities to be more generalized and to reflect the restructuring of the Postal Service, thereby allowing the NPMHU greater access to safety inspections.

ARTICLE 14

NEW MEMORANDUM OF UNDERSTANDING

Re: Regional Safety and Health Representative Training Opportunities

The parties recognize that certain active Postal Service employees, not employed on a full-time basis by the Union, serve as NPMHU Regional Safety and Health Representatives appointed by the NPMHU President.

To ensure that NPMHU Regional Safety and Health Representatives have access to safety training available to management safety personnel, the parties agree to the following:

- 1. NPMHU Regional Safety and Health Representatives who are currently eligible for an ACE ID will be authorized to take the safety and health training courses that are available to management's safety personnel through the Postal Service's web-based training platform.**
- 2. NPMHU Regional Safety and Health Representatives who are not currently eligible for an ACE ID will be provided the safety and health training courses available to management's safety personnel through alternative means, such as hard copy, compact disc, or video.**

3. The Employer will authorize NPMHU Regional Safety and Health Representatives who are currently on rolls to complete such training on the clock, subject to the restrictions in Paragraph 4 of this MOU. The Postal Service will ensure that NPMHU Regional Safety and Health representatives are granted time to complete the training during the employee's regular tour of duty.

4. NPMHU Regional Safety and Health Representatives will notify management of which training, from the below agreed upon list, they are seeking to complete no later than the 10th day of the month in which they will complete such training. Training will be limited to 10 NPMHU Regional Safety and Health representatives per year, with a maximum of five (5) courses, per representative, per month, not to exceed a total of 40 hours of training per representative, per month.

This MOU will expire with the term of the 2022 National Agreement. Below is the list of the agreed upon training courses:

Asbestos Awareness Level Training
Asbestos Class III (O&M) Initial Training
Bloodborne Pathogens Awareness Level Training
Bloodborne Pathogens Soft Skills Videos
Confined Spaces
Electrical Safety 2.0
Electrical Safety Awareness
Electrical Safety Category 1-4
Electrical Safety: Personal Protective Equipment
Emergency and Disaster Preparedness
Lockout/Tagout 2.0
Ergonomics Soft Skills Videos
Fire and Explosion Hazards (HAZWOPER)
Fire Safety and Prevention
Fire Safety and Prevention 2.0
Hazard Communication General Awareness Level
HAZWOPER Soft Skills Videos
Hearing Conservation
Heat Stress Recognition and Prevention
Introduction to Industrial Hygiene
Lead Awareness Level (Affected Employees)
Lead Training - Operations and Maintenance (O&M)
Machine Guarding 2.0
Non-Ionizing Radiation Safety
Personal Protective Equipment (HAZWOPER)
Powered Industrial Truck Safety
Radiation Safety
Safe Work Practices

Explanation: This new MOU would guarantee that NPMHU officials, appointed by the National President, will have the right to attend the same Safety and Health training programs (listed above) that are available to management. If those NPMHU representatives are on the USPS rolls, they will receive compensation for their time. The NPMHU can appoint up to ten (10) representatives a year, who may each take up to five (5) courses every month up to forty (40) total hours. This will ensure that NPMHU officials stay up to date on the safety measures that the USPS is supposed to be implementing.

LETTER OF INTENT DISTRICT ARBITRATION PANELS

The parties agree that the arbitration panels referenced in Article 15.4 will be constituted on a District-or grouping of Districts-basis, as provided here-under. Within each grouping, arbitrators may be appointed to the District Regular Contract/Discipline Panel, to the District Expedited Panel or to a combination of both. In the event that a District is discontinued and/or combined with one or more other Districts, the arbitrators residing on panels for that District will be added to the panels of the gaining District(s) unless otherwise agreed to by the parties at the National level.

[CAPITAL METRO AREA]

[Atlanta]
[Baltimore]
[Capital]
[Greater South Carolina]
[Greensboro]
[Mid-Carolinas]
[Northern Virginia]
[Richmond]

[EASTERN AREA]

[Appalachian]
[Central PA]
[Ohio Valley]
[Kentuckiana]
[Northern Ohio]
[Philadelphia Metropolitan]
[South Jersey]
[Tennessee]
[Western NY]
[Western PA]

[GREAT LAKES AREA]

[Central Illinois]
[Chicago]
[Detroit]
[Gateway]
[Greater Michigan]
[Greater Indiana]
[Lakeland]

[NORTHEAST AREA]

[Albany]
[Caribbean]
[Connecticut Valley]
[Greater Boston]
[Long Island]
[New York]
[Northern New England]
[Northern New Jersey]
[Triboro]
[Westchester]

[PACIFIC AREA]

[Bay Valley]
[Honolulu]
[Los Angeles]
[Sacramento]
[San Diego]
[San Francisco]
[Santa Ana]
[Sierra Coastal]

[SOUTHERN AREA]

[Alabama]
[Arkansas]
[Dallas]
[Ft. Worth]
[Houston]
[Louisiana]
[Mississippi]
[Gulf Atlantic]
[Oklahoma]
[Rio Grande]
[South Florida]
[Suncoast]

[WESTERN AREA]

[Alaska]
[Arizona]
[Central Plains]
[Colorado-Wyoming]
[Dakotas]
[Hawkeye]
[Mid-America]
[Nevada-Sierra]
[Northland]
[Portland]
[Salt Lake City]
[Seattle]

Atlantic Area

Connecticut
DE-PA 2
MA-RI
Maryland
ME-NH-VT
New Jersey
New York 1
New York 2
New York 3
North Carolina
PA 1
Virginia

Central Area

Iowa-Nebraska-South Dakota
Illinois 1
Illinois 2
Indiana
Kansas-Missouri
Kentucky-West Virginia
Michigan 1
Michigan 2
Minnesota-North Dakota
Ohio 1
Ohio 2
Wisconsin

Southern Area

Alabama-Mississippi
Arkansas-Oklahoma
Florida 1
Florida 2
Florida 3
Georgia
Louisiana
Puerto Rico
South Carolina
Tennessee
Texas 1
Texas 2
Texas 3

WestPac Area

Alaska
Arizona-New Mexico
California 1
California 2
California 3
California 4
California 5
California 6

Colorado-Wyoming
Hawaii
Idaho-Montana-Oregon
Nevada-Utah
Washington

Explanation: These changes in the District Arbitration Panels reflect structural changes in the Postal Service that redefine the Areas included under USPS Labor Relations. While these changes pose no substantial effect on the day-to-day work of the NPMHU, they will rename the district panels of arbitrators and their corresponding areas.

(NEW) MEMORANDUM OF UNDERSTANDING

Task Force on Developing a Pilot of Electronic Submission of Grievance Appeals to the LR Service Center

The parties agree to establish at the National level a "Task Force on Developing a Pilot of Electronic Submission of Grievance Appeals to the LR Service Center."

The Task Force will discuss the feasibility and the means by which such a pilot would be conducted.

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

Explanation: This is a new Memorandum of Understanding starting a joint Task Force to develop a pilot program that will implement — on a limited basis — the use of the electronic filing of grievance appeals with the LR Service Center in Tampa, Florida. It is the intention of the National parties to adopt a new system for filing grievances electronically in a more efficient manner.

**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 **2022** [2019] 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 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 (FEHB[P] **Program**)* will be as follows:

- A) The Office of Personnel Management shall calculate the subscription charges under the FEHB[P] **Program*** 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 ~~[73.0% in 2020, and]~~ 72.0% in **2023, 2024, and 2025** ~~[2021 and 2022]~~ of the weighted average bi-weekly premiums under the FEHB[P]/**PSHB Program*** as determined by the Office of Personnel Management. The adjustment begins on the effective date determined by the Office of Personnel Management in January **2023**, January **2024**, and January **2025**.
- C) The weight to be given to a particular subscription charge for each FEHB/**PSHB Program*** 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 FEHB/**PSHB Program*** 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 ~~76.0% in 2020 and~~ 75% in **2023, 2024, and 2025** of the subscription charge under the FEHB[P]/**PSHB Program** in **2023, 2024, and 2025**.

***As of January 2025, Postal Service Health Benefits Program ("PSHB Program")**

Explanation: These changes update Article 21 to ensure that the health benefits outlined here continue past the original dates included in the 2019 agreement. It also adopts the Postal Service Health Benefits Program (PSHB Program), which is part of the Postal Service Reform Act of 2022. Postal health benefit plans will now be a separate subsection of the larger FEHB system of plans. Mail Handler craft employees, like all other USPS Employees, will choose their plan from this specific postal pool.

**ARTICLE 26
UNIFORM AND WORK CLOTHES**

Section 26.3 Annual Allowance

* * *

\$[95] **103** effective May 21, 20[20]**23**
\$[98] **106** effective May 21, 20[21]**24**
\$[100] **109** effective May 21, 20[22]**25**

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

Unused portions of an eligible employee's annual allowance for uniform and work clothing will be carried over and available for use beginning twelve (12) months after the end of each anniversary year. 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. This uniform and work clothing program adjustment will be implemented no later than twelve (12) months from the ratification date of the 2022 Agreement.

Explanation: As noted above, changes to Article 26 will reflect a 2.5% increase in clothing allowance during each year of the 2022 National Agreement. The new contract also will guarantee that an employee's annual allowance with uniform and work clothing may be carried over from year to year following the employee's anniversary date, provided that the total amount does not exceed the sum of two times the annual allowance.

MEMORANDUM OF UNDERSTANDING
ARTICLE 32

In addition to the cap on MHAs set forth in paragraph 7.1B3 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] **2022** 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: With this change, both the NPMHU and the USPS will recommit 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

[ALCOHOL AND DRUG RECOVERY PROGRAMS]
EMPLOYEE ASSISTANCE PROGRAM

Section 35.1 Programs

A The Employer and the Union express strong support for programs of self-help. The Employer shall provide and maintain a program which shall encompass the education, identification, referral, guidance and follow-up of those employees afflicted by the disease of Alcoholism and/or Drug Abuse. When an employee is referred to EAP by the Employer, the EAP counselor will have a reasonable period of time to evaluate the employee's progress in the program. The parties will meet at the national level at least once every 6 months to discuss existing and new programs. This program of labor-management cooperation shall support the continuation of the EAP Program, at the current level. In addition, the Employer will give full consideration to expansion of the EAP Program where warranted.

B An employee's voluntary participation in such programs will be considered favorably in disciplinary action proceedings.

C In offices having EAP Programs the status and progress of the program, including improving methods for identifying alcoholism and drug abuse at its early stages and encouraging employees to obtain treatment without delay, will be proper agenda items for discussion at the local regularly scheduled Labor-Management Committee meetings as provided for in Article 38. Such discussion shall not breach the confidentiality of EAP participants.

Section 35.2 [Referral Information]

[In Postal installations having professional medical units, the Employer will insure that the professional staffs maintain a current listing of all local community federally-approved drug treatment agencies for referring employees with such problems. A copy of this community listing will be given to the local union representative.]

Section 35.2

Committees

The Employer and the Union agree to work jointly in the development of the expanded EAP and in improvements in the existing EAP. The Union will continue to be a participating member of the National EAP Committee, already in existence. The Committee will have responsibility for jointly:

- 1. assessing the effectiveness of EAPs operating inside and outside the USPS; and**
- 2. developing on an ongoing basis the general guidelines with respect to the level of services and the mechanisms by which the services will be provided.**

The Committee is not responsible for day-to-day administration of the program. The Committee shall convene at such times and places as it deems appropriate. No action or recommendations may be taken by the Committee except by consensus of its members. In the event that the members of the Committee are unable to agree within a reasonable time on an appropriate course of action with respect to any aspect of its responsibility, the Vice President, Labor Relations, and the National Union Presidents of those EAP-member unions shall meet to resolve such issues.

The Committee will submit to the Vice President, Labor Relations, and the Presidents of the EAP-member unions, a comprehensive report on the general guidelines for changes, if any, in the level of EAP services and the mechanism by which the services will be provided.

The Committee is authorized to obtain expert advice and assistance to aid its pursuit of its objectives. The apportionment of any fees and expenses for any such experts shall be by consensus of the Committee.

The Employer and the Union agree that they will cooperate fully at all levels towards achieving the objectives of the EAP. The parties further agree that the NPMHU is entitled to a member on the National EAP Committee, and two voting members and two alternates on each of the District Advisory Committees. Both voting and alternate members will attend the District meetings.

(The preceding Article, Article 35, shall apply to Mail Handler Assistant employees.)

~~[(See Memo, page 202)]~~

Explanation: These changes expand the scope of the Drug and Alcohol Recovery Programs to the more inclusive domain covered by the EAP. It also codifies, in contract language, the inclusion of the NPMHU in the National EAP committee. Simultaneously, it outlines the functions, responsibilities, and procedures of the National EAP committee. This includes the EAPs jurisdiction, its ability to obtain expert advice and assistance, and review a comprehensive report on the status of EAP programs throughout the country.

CIM - Insert the following:

Section 12.3 Principles of Posting

Unassigned career Mail Handler employees who are detailed to a supervisory position (204b) or to an EAS position shall be placed into a residual vacant duty assignment in accordance with Article 12.B.3.11.

Explanation: Mail handlers who are temporarily detailed to a 204b position as a temporary supervisor or to an EAS position will be forced to accept a residual vacant duty assignment if one is available.

CIM

Insert the following:

The parties agree that any Mail Handler Assistant (MHA) who has been separated for just cause, but who incorrectly remains on the Postal Service's employment roll while awaiting final resolution of an Article 15 grievance of such separation, shall not be converted to a Full Time Regular (FTR) status. Rather, the MHA will be removed from the rolls after the notification period and management will convert the next MHA on the relative standing list in accordance with the National Agreement. If the MHA is returned to work as a result of a resolution of an Article 15 grievance of the discipline (or other appropriate forum), then the MHA will be reinstated as a Full Time Regular (FTR) with their seniority as if not separated. The FTR employee will then either select a bid from all residuals currently in the facility or be placed into an existing residual vacancy. If no residual vacancy exists, the FTR will be an unassigned regular.

Explanation: This addition to the CIM, as a matter of in-craft maintenance, will reduce the number of separated MHAs on the rolls and prevent those separated from delaying full-time conversion for other MHAs. It does, however, maintain that should the

removed/separated MHA prevail in an Article 15 grievance, they shall be restored to the Mail Handler craft as a full-time regular and be credited for their time off the rolls.

Insert into CIM Article 17.5 Section:

In the event of virtual or remotely conducted orientations, the union will be provided an ample opportunity to address new career or non-career mail handlers in a group setting during their initial orientation when possible, but not later than the next day following that orientation, or at another mutually agreeable time, when reporting to their assigned installation.

Explanation: The change updates the CIM to reflect changes in technology in the past couple of years. Since the Covid-19 pandemic in 2020, many meetings and events, including USPS orientation of new employees, have taken place remotely/virtually through the use of video conferencing and recordings. This update will guarantee that the NPMHU's right to address the newly hired employees is upheld even if orientations are conducted virtually.

MEMO TO THE FIELD

Directors, Field Human Resources
Directors, Field Labor Relations

Subject: Work Clothes

When an MHA is converted to a career position and is eligible for a work clothes allowance, the allowance is to be processed and made available to the employee in a timely manner. Supervisors must complete and submit the *Uniform Allowance Request Interactive Worksheet* on the *HRSSC Benefits – Uniform Program Blue Page* to establish the employee in the Regular Uniform Allowance Program promptly.

Tom Blum, USPS VP (Acting) of Labor Relations

Explanation: This Memo to the Field, issued by the Acting Vice President of Labor Relations, instructs management representatives to make the work clothes allowance available to newly converted career employees in a "timely manner." The purpose of this memo is to prevent the delays in work clothes allowance that many of our newly converted employees experience.

MEMO TO THE FIELD

Directors, Field Human Resources

Directors, Field Labor Relations

Subject: Grievance Arbitration Tracking System (GATS)

GATS is to be promptly updated when a decision is made at each grievance step. This is vital to support timely processing of disputes and settlements and to ensure GATS integrity and accuracy. This will also ensure the timely payment of settlements.

Tom Blum, USPS VP (Acting) of Labor Relations

Explanation: This Memo to the Field, issued by the Acting Vice President of Labor Relations, instructs management representatives in the field to update the Grievance Arbitration Tracking System (GATS) on a prompt and consistent basis. It is expected that circulation of this memo will ensure that grievance resolutions are processed in a more expeditious manner, and that monetary settlements are paid in a timelier fashion than they are currently.

The parties agreed to various changes to the National Agreement that were made necessary by the establishment of a new career status, Full-time Flexible Mail Handler. This status will apply only to MHAs who are automatically converted to career after 24 months of service as an MHA. This status will be temporary for any individual employee, as it will terminate as soon as the mail handler is converted into a full-time regular position through normal processes based on relative standing, until they successfully bid into a career position, until they get placed into a residual vacancy, or until they otherwise convert into regular employment. Listed below are all of the changes to language needed to ensure that full-time flexible employees are treated similarly to full-time regular employees under most contractual provisions.

ARTICLE 6 LAYOFF AND REDUCTION IN FORCE

Section 6.1 General Principles

A Each employee who is employed in the regular work force as of the date of the Award of Arbitrator James J. Healy, September 15, 1978, shall be protected henceforth against any involuntary layoff or force reduction.

A1 It is the intent of this provision to provide security to each such employee during his or her work lifetime.

A2 Members of the regular work force, as defined in Article 7 of the Agreement, include full-time regulars, **full-time flexibles**, part-time employees assigned to regular schedules and part-time employees assigned to flexible schedules.

Explanation: The above modification expands the definition of those included in the regular work force to include the “full-time flexibles” created by the new MHA auto-conversion MOU. In this context, including “full-time flexible” employees in the definition of the regular work force under Article 7 also extends to them (full-time flexibles) protection against involuntary layoff or force reduction under Article 6.

ARTICLE 6 LAYOFF AND REDUCTION IN FORCE

Section 6.4 Layoff and Reduction in Force

C Seniority Units for Purposes of Layoff

Seniority units within the categories of full-time[regular], part-time regular, and part-time flexible, will consist of all non-protected persons at a given level within an

established craft at an installation unless the parties agree otherwise. It is the intent to provide the broadest possible unit consistent with the equities of senior non-protected employees and with the efficient operation of the installation.

ARTICLE 8 HOURS OF WORK

Section 8.1 Work Week

The work week for full-time **employees** [~~regulars~~] shall be forty (40) hours per week, eight (8) hours per day within ten (10) consecutive hours, provided, however, that in all offices with more than 100 full-time employees in the bargaining units the normal work week for full-time [~~regular~~] **employees** will be forty hours per week, eight hours per day within nine (9) consecutive hours. Shorter work weeks will, however, exist as needed for part-time regulars.

ARTICLE 8 HOURS OF WORK

Section 8.8 Guarantees

An employee called in outside the employee's regular work schedule shall be guaranteed a minimum of four (4) consecutive hours of work or pay in lieu thereof where less than four (4) hours of work is available. Such guaranteed minimum shall not apply to an employee called in who continues working on into the employee's regularly scheduled shift. When a full-time [~~regular~~] employee is called in on the employee's non scheduled day, the employee will be guaranteed eight hours work or pay in lieu thereof. This guarantee will be waived if the employee, with the concurrence of the Union and approval of Management, requests to be released early. The Employer will guarantee all employees at least four (4) hours work or pay on any day they are requested or scheduled to work in a post office or facility with 200 or more man years of employment per year. All employees at other post offices and facilities will be guaranteed two (2) hours work or pay when requested or scheduled to work.

Explanation: The elimination of "regular" in this provision will ensure that the same eight hours for a non-scheduled day granted to "full-time regulars" on their non-scheduled day is extended to the "full-time flexibles" created by the new MHA auto conversion MOU.

ARTICLE 11 HOLIDAYS

Section 11.6 Holiday Schedule

A The Employer will determine the number and categories of employees needed for holiday work and a schedule shall be posted as of twelve noon (i.e., 12:00 p.m.) on the Tuesday preceding the service week in which the holiday falls. As many full-time **employees** and part-time regular schedule employees as can be spared will be excused from duty on a holiday or day designated as their holiday.

B Employees shall be selected to work on a holiday within each category in the following order:

B1 All available and qualified part-time flexible employees, even if overtime is required.

B2 Full-time **employees** and part-time regular employees, in order of seniority who have volunteered to work on the holiday or the day designated as their holiday when such day is part of their regular work schedule. These employees would be paid at the applicable straight time rate.

B3 MHAs, as specified below in Subsection D.

B4 Full-time **employees** and part-time regular employees, in order of seniority, who have volunteered to work on a holiday or day designated as a holiday whose schedule does not include that day as a scheduled workday. Full-time employees would be paid at the applicable overtime rate.

B5 Full-time **employees** and part-time regular employees in inverse order of seniority who have not volunteered to work on the holiday or day designated as a holiday when such day is part of their regular work schedule. These employees would be paid at the applicable straight time rate.

B6 Full-time **employees** and part-time regular employees in inverse order of seniority who have not volunteered to work on the holiday or day designated as a holiday and would be working on what otherwise would be their non-scheduled workday. Full-time employees would be paid at the applicable overtime rate.

Explanation: The addition of the word “employees” after each reference to full-time is meant to clarify that full-time employees refers not just to “full-time regulars, but also to full-time flexible positions created by the new MHA auto conversion MOU.

MEMORANDUM OF UNDERSTANDING HOLIDAY SCHEDULING

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 regarding the scheduling of holidays:

1. The Employer shall post a holiday schedule as set forth in Article 11, Section 6, of this Agreement.
2. A full-time [regular] employee whose holiday schedule is properly posted in accordance with Article 11, Section 6, and who works within the posted schedule shall be paid in accordance with Article 11, Sections 2, 3, and 4. It is further agreed that any change in an employee's required duties does not constitute a change in the posted schedule for purposes of this memorandum of understanding.
3. a. Except as provided in subparagraphs (b) and (c) of this paragraph, when the Employer fails to post in accordance with Article 11, Section 6, a full-time [regular] employee required to work on his/her holiday, or who volunteers to work on such holiday, shall be paid in accordance with Article 11, Sections 2, 3, and 4, and shall receive an additional fifty percent (50%) of the employee's base hourly straight-time rate for each hour worked up to eight hours.
 - b. In the event that, subsequent to the Article 11, Section 6, posting period, an emergency situation attributable to an "Act(s) of God" arises which requires the use of manpower on that holiday in excess of that posted pursuant to the Article 11, Section 6, full-time [regular] employees required to work in this circumstance(s) shall only be paid for such holiday work in accordance with Article 11, Sections 2, 3, and 4.
 - c. When a full-time [regular] employee scheduled to work on a holiday in accordance with the provisions of Article 11, Section 6, is unable to or fails to work on the holiday, the Employer may require another full-time [regular] employee to work such schedule and such replacement employee shall only be paid for such holiday work in accordance with Article 11, Sections 2, 3, and 4. The selection of such replacement employees shall be made in accordance with the terms of this Agreement.
 - d. A full-time [regular] employee required to work on a holiday which falls on the employee's regularly scheduled non-work day shall be paid at the normal overtime rate of one and one-half (1½) times the base hourly straight-time rate for work performed on such day. Such employee's entitlement to the holiday pay for the designated holiday shall be governed by the provisions of Article 11, Sections 2, 3, 5, and 6.
4. Hours worked on a holiday in excess of 8 hours shall be paid at the normal overtime rate of one and one-half (1½) times the base hourly straight time rate.
5. When a full-time [regular] employee works on his/her holiday, the employee will be guaranteed eight (8) hours of work or pay in lieu thereof, in addition to the holiday pay to which the employee is entitled under Article 11, Sections 2 and 3 language. This guarantee will be waived if the employee, with the concurrence of the Union and approval of Management, requests to be released early.
6. A schedule posted in accordance with Article 11, Section 6, shall be the full-time [regular] employee's schedule for that holiday. A full-time [regular] employee who works outside of the posted holiday schedule shall be paid at the rate of one and one-half (1½) times the base hourly straight-time rate for the hour(s) worked outside the employee's posted schedule.

7. In no event shall a full-time [regular] employee receive more than one and one-half (1½) times the base hourly straight-time rate for hours actually worked on the employee's holiday in addition to payments prescribed in Article 11, Section 3.

Explanation: The elimination of the word "regular" in several of these provisions is meant to ensure that this MOU on holiday scheduling of "full-time regulars" is extended to the "full-time flexibles" created by the new MHA auto conversion MOU.

Section 12.3 Principles of Posting

B In the Mail Handler Craft, Vacant Craft Duty Assignments Will Be Posted for Bid as Follows:

B1 Full-time **employees** and part-time fixed schedule employees will only bid for vacant assignments within their own category.

Explanation: The inclusion of "employees" into this contract provision makes clear that the full-time includes not only full-time regular, but also full-time flexible employees.

ARTICLE 12

PRINCIPLES OF SENIORITY POSTING AND REASSIGNMENTS

Section 12.6 Reassignments

B Principles and Requirements

B1 Dislocation and inconvenience to full-time **employees** and part-time flexible employees shall be kept to the minimum consistent with the needs of the service.

B2 The Vice President, Area Operations shall give full consideration to withholding sufficient full-time **employees** and part-time flexible positions within the area for full-time **employees** and part-time flexible employees who may be involuntarily reassigned. When positions are withheld, the local union may request, on a quarterly basis, that local management review the continuing need for withholding such positions and management shall discuss with the union the results of such review. If and when local management learns that an installation is released, in whole or in part, from withholding, it shall notify the Union.

B3 Except as otherwise provided by this agreement, no employee shall be allowed to displace, or "bump" another employee, properly holding a position or duty assignment.

B4 Under Section 12.6A4, governing reassignments within an installation of the employees excess to the needs of a section, the Union at the local level shall be notified in advance (as much as 30 days whenever possible).

B5 Full-time **employees** 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 set forth in Handbook F-15, Travel and Relocation.

* * *

B9 Whenever in this Agreement provision is made for reassignments, it is understood that any full-time **employees** or part-time flexible employees reassigned must meet the qualification requirements of the position to which reassigned.

C Special Provisions on Reassignments

In addition to the general principles and requirements above specified, the following specific provisions are applicable:

C1 Discontinuance of an Independent Installation

C1a When an independent installation is discontinued, all full-time **employees** and part-time flexible employees shall, to the maximum extent possible, be involuntarily reassigned to continuing postal positions in accordance with the following:

* * *

C1g Employees, full-time **employees** or part-time flexible, involuntarily reassigned as above provided shall upon the reestablishment of the discontinued installation be entitled to reassignment with full seniority to the first vacancy in the reestablished installation in the level, craft or occupational group from which reassigned.

* * *

C2 Consolidation of an Independent Installation

C2a When an independent postal installation is consolidated with another postal installation, each full-time **employee** or part-time flexible employee shall be involuntarily reassigned to the continuing installation without loss of seniority in the employee's craft or occupational group.

C2b Where reassignments under 12.6C2a preceding, result in an excess of employees in the continuing installation, identification and placement of excess employees shall be accomplished by the continuing installation in accordance with the provisions of this Agreement covering such situations.

C2c If the consolidated installation again becomes an independent installation, each full-time **employee** and part-time flexible employee whose reassignment was necessitated by the previous consolidation shall be entitled to the first vacancy in the reestablished installation in the level and craft or occupational group held at the time the installation was discontinued.

* * *

C5b Reassignments to Other Installations After Making Reassignments Within the Installation:

C5b1 Involuntarily reassign such excess full-time employees starting with the junior with their seniority into mail handler vacancies in the gaining installation at the same, higher, or lower level for which they are qualified within 50 miles of the losing installation. Mail handlers will be excessed from the losing installation by inverse seniority in their craft by status (full-time [~~regular~~] **employees**, part-time regular, part-time flexible), without concern to level.

C5b2 Involuntarily reassign full-time employees for whom vacancies were not identified in C5b1 above in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level within 50 miles of the losing installation.

C5b3 If sufficient vacancies cannot be identified within the 50 mile area, involuntarily reassign excess employees into mail handler vacancies in the gaining installation at the same, higher, or lower level for which they are qualified within 100 miles. Mail handlers will be excessed from the losing installation by inverse seniority in their craft by status (full-time [~~regular~~] **employees**, part-time regular, part-time flexible), without concern to level.

Explanation: The inclusion of “employee” and/or the replacement of “regular” with “employee” expands the reach of all of these subsections to include the “full time flexible” employees created by the new MHA auto conversion MOU.

MEMORANDUM OF UNDERSTANDING

Under Article 12.6B1, the dislocation and inconvenience to full-time **employees** and part-time flexible employees who are being involuntarily reassigned shall be kept to the minimum consistent with the needs of the service. In addition, under Article 12.6B2, the Vice President, Area Operations shall give full consideration to withholding sufficient full-time **positions** and part-time flexible positions within the area for full-time **employees** and part-time flexible employees who may be involuntarily reassigned.

The Joint Task Force on Article 12 shall meet after the effective date of this Agreement to explore ways to reduce unnecessary impact on career employees while maintaining utilization of the non-career workforce.

Explanation: The addition of “employees” and “positions” expands this MOU to account for the new full-time flexible role created by the new MHA auto conversion MOU.

MEMORANDUM OF UNDERSTANDING

RE: Excessing Issues

This Memorandum of Understanding (MOU) represents the parties' agreement with regard to mail handler employees who are being involuntarily reassigned into mail handler craft vacancies in other installations, after being excessed from their present installation.

1. Mail handlers will be placed into mail handler vacancies at the gaining installation at the same, higher, or lower level for which they are qualified.
2. Mail handlers will be excessed from the losing installation by inverse seniority in their craft by status (full-time **employee** [regular], part-time regular, part-time flexible), without concern to level.

* * *

Explanation: The addition of “employee” and deletion of “regular” expands the provisions on excessing to account for the new full-time flexible role created by the new MHA auto conversion MOU.

ARTICLE 13

ASSIGNMENT OF ILL OR INJURED REGULAR WORKFORCE EMPLOYEES

Section 13.1 Introduction

A Part-time fixed schedule employees assigned in the craft unit shall be considered to be in a separate category. All provisions of this Article apply to part-time fixed schedule employees within their own category.

B The U.S. Postal Service and the Union, recognizing their responsibility to aid and assist deserving full-time **employees** [regulars] or part-time flexible employees who through illness or injury are unable to perform their regularly assigned duties, agree to the following provisions and conditions for reassignment to temporary or permanent light duty or other assignments. It will be the responsibility of each installation head to implement the provisions of this Agreement within the installation, after local negotiations.

Explanation: The replacement of “regulars” with “employees” broadens the scope of this subsection to include the “full time flexibles” created by the new MHA auto conversion MOU.

ARTICLE 13

ASSIGNMENT OF ILL OR INJURED REGULAR WORK FORCE EMPLOYEES

Section 13.2 Employee’s Request for Reassignment

A Temporary Reassignment

Any full-time **employee** [regulars] or part-time flexible employee recuperating from a serious illness or injury and temporarily unable to perform the assigned duties may voluntarily submit a written request to the installation head for temporary assignment to a light duty or other assignment. The request shall be supported by a medical statement from a licensed physician or by a written statement from a licensed chiropractor stating, when possible, the anticipated duration of the convalescence period. Such employee agrees to submit to a further examination by a physician designated by the installation head if that official so requests.

B Permanent Reassignment

B1 Any ill or injured full-time **employee** [regulars] or part-time flexible employee having a minimum of five years of postal service, or any full-time **employee** [regulars] or part-time flexible employee who sustained injury on duty, regardless of years of service, while performing the assigned duties can submit a voluntary request for permanent reassignment to light duty or other assignment to the installation head if the employee is permanently unable to perform all or part of the assigned duties. The request shall be accompanied by

a medical certificate--from a physician designated by the installation head and made known to the Union and the employee--giving full evidence of the physical condition of the employee, the need for reassignment, and the ability of the employee to perform other duties. A certificate from the employee's personal physician will not be acceptable.

Explanation: The elimination of "regulars" and the addition of "employees" expands this subsection to include the "full time flexibles" created by the new MHA auto conversion MOU.

ARTICLE 13 ASSIGNMENT OF ILL OR INJURED REGULAR WORK FORCE EMPLOYEES

Section 13.3 Local Implementation

Due to varied size installations and conditions within installations, the following important items having a direct bearing on these reassignment procedures (establishment of light duty assignments) should be determined by local negotiations.

A Through local negotiations, each office will establish the assignments that are to be considered light duty within the office. These negotiations should explore ways and means to make adjustments in normal assignments, to convert them to light duty assignments without seriously affecting the production of the assignment.

B Light duty assignments may be established from part-time hours, to consist of 8 hours or less in a service day and 40 hours or less in a service week. The establishment of such assignment does not guarantee any hours to a part-time flexible employee.

C Number of Light Duty Assignments. The number of assignments within the craft that may be reserved for temporary or permanent light duty assignments, consistent with good business practices, shall be determined by past experience as to the number of reassignments that can be expected during each year, and the method used in reserving these assignments to ensure that no assigned full-time [regulars] employee will be adversely affected, will be defined through local negotiations. The light duty employee's tour hours, work location and basic work week shall be those of the light duty assignment and the needs of the service, whether or not the same as for the employee's previous duty assignment.

Explanation: The change listed above strikes out the word "regulars" in "full-time regulars" to provide that full-time flexibles created by the new MHA auto conversion MOU will be covered.

ARTICLE 13

ASSIGNMENT OF ILL OR INJURED REGULAR WORK FORCE EMPLOYEES

Section 13.4 General Policy Procedures

A Every effort shall be made to reassign the concerned employee within the employee's present craft or occupational group. After all efforts are exhausted in this area, consideration will be given to reassignment to another craft or occupational group within the same installation.

B The full-time **employee** [regulars] or part-time flexible employee must be able to meet the qualifications of the position to which the employee is reassigned on a permanent basis. On temporary reassignment, qualifications can be modified provided excessive hours are not used in the operation.

C The reassignment of a full-time **employee** [regulars] or part-time flexible employee to a temporary or permanent light duty or other assignment shall not be made to the detriment of any full-time **employee** [regulars] on a scheduled assignment or give a reassigned part-time flexible preference over other part-time flexible employees.

D The reassignment of a full-time **employee** [regulars] or part-time flexible employee under the provisions of this Article to an agreed-upon light duty temporary or permanent or other assignment within the office, such as type of assignment, area of assignment, hours of duty, etc., will be the decision of the installation head who will be guided by the examining physician's report, employee's ability to reach the place of employment and ability to perform the duties involved.

During negotiations over the terms of the 2022 National Agreement, and as reflected above, the parties agreed that the following Memoranda of Understanding and Letters of Intent shall continue as written:

- MOU Workplace Free of Harassment
- LOI USPS Installations
- LOI MHA in Excess of Percentage Caps
- MOU MHA Separations and Reappointments
- MOU Cross Craft
- MOU Part-Time Regulars
- MOU Improper By-Pass Overtime
- MOU Overtime/Acting Supervisor (204b) Detailed EAS Position
- MOU Promotion Pay Anomaly
- MOU Flexible Spending Accounts
- MOU Annual Leave Carry-Over
- MOU Clarification of Regulations for National Day of Observance
- MOU LWOP in Lieu of SL/AL
- MOU Task Force on Sick Leave
- MOU Part-Time Flexible Court Leave
- MOU Wounded Warrior Leave
- MOU Employee Bidding
- MOU Article 12.1 – Probationary Period – Bidding
- LOI Sack Sorter Machine Operator
- LOI Reversion Notice (Cybulski to Quinn)
- MOU Section 12.3 Principles of Posting
- MOU “Same or Lower” Level
- MOU Transfer Opportunities to Minimize Excessing Pursuant to the Memorandum of Understanding (MOU) on Transfers
- MOU Transfers
- MOU Demotion of EAS/Management Employees or Reinstatement of former Employees into Mail Handler Craft
- MOU Potential for MHA PTF Opportunities
- MOU PTFs in 200 Man Year Facilities Subject to Excessing
- MOU Light Duty Bidding
- MOU Return to Duty
- LOI Letter on Article 15 Issues
- LOI Article 15.2 Step 3
- MOU Step 4 Procedures
- MOU Pre-Arbitration Discussions
- MOU Pilot Program on Scheduling Letters (untitled —Pg.183)
- MOU Processing of Post-Separation and Post-Removal Grievances
- MOU Article 15 Back Pay Awards
- MOU Interest on Back Pay
- MOU Expedited Arbitration
- MOU Role of the Inspection Services 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 Gender Specific Garments
- MOU On-the-Job Instructors Compensation
- MOU Article 31 — Electronic Communication/Accounting Period Report
- LOI Operations 110-129 And 180-189 Clarifying Instructions
- MOU Mail Transport Equipment Centers/Repair Centers
- LOI Regional Instruction 399

The parties also agreed that the following Memoranda of Understanding and Letters of Intent shall be updated with 2022 dates:

- MOU Supervisors Performing Bargaining Unit Work
- MOU Article 6 — Layoff Protection
- MOU One-Time MHA Conversion
- MOU Annual Leave Exchange Option
- MOU Leave Sharing
- MOU Sick Leave for Dependent Care
- MOU Workforce Repositioning
- 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
- MOU Article 30 — Local Implementation Procedures
- LOI Article 31 — Information/Reports
- MOU Article 32
- MOU Education and Training Fund
- LOI References to the Union, Craft or Bargaining Unit

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

- LOI Transition Period
- MOU Pay Scale Adjustment
- MOU Article 35, Task Force Participation on Employee Assistance Program Committees

The parties also agreed that the following Memoranda of Understanding and Letters of Intent that were in the 2019 National Agreement would be modified, as set forth earlier in this booklet:

- MOU Reasonable Accommodation for the Deaf and Hard of Hearing
- MOU Re: Mail Handler Assistant Employees
- MOU Conversion of MH Craft Employees
- MOU Night Shift Differential
- MOU Bereavement Leave
- MOU Administrative Leave for Bone Marrow, Stem Cell, Blood Platelet, and Organ Donations
- MOU Holiday Scheduling
- MOU Joint Task Force on Article 12
- MOU 12.6.B.1 & 12.6.B.2
- MOU Re: Excessing Issues
- MOU Filling of Residual Vacancies
- MOU Relative Standing of MHAs and Subsequent Seniority Upon Conversion to Career Mail Handler
- LOI District Arbitration Panels

The parties also agreed that the following Memoranda of Understanding and Letters of Intent would be placed in the National Agreement for the first time:

- MOU Re: Dignity and Respect in the Workplace
- MOU Re: MHA Automatic Conversion to Career
- MOU PTF Annual Leave
- MOU Re: Temporary Supervisors Arising from Section 204(b) of Public Law 68, the Postal Field Service Compensation Act of 1955
- Re: Regional Safety and Health Representative Training Opportunities
- MOU: Task Force on Developing a Pilot of Electronic Submission of Grievance Appeals to the LR Service Center