



National Postal Mail Handlers Union

John F. Hegarty
National President

Mark A. Gardner
National Secretary-Treasurer

Jefferson C. Peppers, III
*Vice President
Central Region*

Kevin L. Fletcher
*Vice President
Eastern Region*

Paul V. Hogrogian
*Vice President
Northeastern Region*

Lawrence B. Sapp
*Vice President
Southern Region*

Rudy Santos
*Vice President
Western Region*

DATE: August 8, 2013
TO: Local Presidents
National/Regional CAD
FROM: John F. Hegarty, National President
Thomas J. Branch, Jr. Manager CAD
RE: Questions and Answers 2011-2016 Fishgold Arbitration Award

With the release of the Fishgold Arbitration Award, which established the terms of the 2011 National Agreement, the parties agreed to jointly develop and implement a Question and Answer document addressing and affirming the parties' mutual understanding and interpretation of many provisions contained in the 73 page decision.

Over the course of the past six months, the National Contract Administration Department, along with our National Shop Steward Trainer, has been working diligently with the Postal Service to flesh-out and resolve many of the issues that arose as a result of the Fishgold Award. As a result, we are pleased to provide the jointly developed Questions and Answers document, which was finalized on August 7, 2013. To assist the parties with implementation of the 2011 Fishgold Arbitration Award, the Q&A memorializes our mutual understanding of the 44 most prevalent issues that could be agreed upon.

The Award, while quite complicated, makes significant changes to Article 7 on workforce structure, Article 9 on wages, and Article 12 on seniority and reassignments. It also will change some of the routine practices of the Local Unions -- most notably the enforcement of casual restrictions -- and will at the same time require the Local Unions to monitor management's use of MHAs. As you can imagine, these substantive changes to the make-up of our workforce will inevitably bring some uncertainty about the meaning of some longstanding contractual provisions.

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

As part of our recurring obligation to update the Contract Interpretation Manual, the Questions and Answers will be included in the next revision of our CIM (Version 4) which is now in development. Additionally, these Questions and Answers will be the primary topic of the next Union Time publication which will be distributed to every Union representative in the country.

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

cc: Mark A. Gardner, National Secretary-Treasurer
National Executive Board

**2011-2016
United States Postal Service
and the
National Postal Mail Handlers Union
Questions and Answers**

General Questions

1. Will MHAs be assigned a Postal Service Employee Identification Number (EIN) and Personal Identification Number (PIN)?

Answer: Yes.

2. Will the MHAs have access to LiteBlue?

Answer: Yes

3. What is the occupational code and designation activity code for MHAs?

Answer: The occupational code is 2315-0085 and designation activity code is 82-0

4. May MHAs hold dual appointments?

Answer: No.

Employment

5. Will reinstatement-eligible former career employees and veterans eligible for direct career appointment under Veterans' Recruitment Appointment or because of their 30 percent or higher disability status be eligible for noncompetitive consideration for MHA employment?

Answer: Yes.

6. If an MHA is reappointed to a new term, do they have to execute a new Standard Form 1187 to remain a member of the Union?

Answer: No. The union enrollment is active and appropriate withholding occurs if an MHA separates and returns to the same non-career MHA job within 180 days of the separation. The enrollment is also active if the MHA is promoted to a career mail handler bargaining unit position.

7. Can MHAs access eReassign and bid on assignments?

Answer: No, only career bargaining employees can access eReassign for voluntary reassignment opportunities.

Article 7 Employee Classification

8. What is the term of employment for MHAs?

Answer: MHAs will be hired for terms of 360 calendar days per appointment but may be separated during their term of appointment for lack of work at any time or in the case of removal for cause.

9. In determining MHA caps is the number of MHAs "rounded" for percentage purposes?

Answer: No. Under Article 7.1.C.3 of the 2011 USPS/NPMHU National Agreement the number of MHAs shall not exceed 15% of the total number of career mail handlers in that district, and not more than 20% in any installation.

10. How will the District cap on MHAs be enforced when District boundaries include multiple installations?

Answer: The MHA caps will be monitored at the national level. The Postal Service will provide the national union with an accounting period report listing the number of MHAs at each installation and in each district. If the MHA cap exceeds the district percentage the appropriate Regional Director will file a grievance directly to Step 3 within fourteen (14) days of the receipt of the accounting period reports from the postal service.

11. How will the Installation Cap on MHAs be enforced?

Answer: If the MHA cap is violated within an installation the local union files a grievance within fourteen days (14) of the national union's receipt of the accounting period reports from the postal service.

12. There will no longer be PTF Mail Handler employees in 200 or more man-year offices. What date will be used to determine the 200 man-year office? Will the designation of the office remain the same size office during the life of the National Agreement?

Answer: November 21, 2011 will be the designated date and the office size will remain constant for the life of the November 21, 2011 – May 20, 2016 agreement.

13. How are limitations on the number of casuals permitted during the 180 day transition determined?

Answer: Any casual on the rolls as of February 15, 2013, as determined by the AP Report/AAW996P1 report establishes the "current levels" referenced in the Transition Period Letter of Intent.

14. What is the MHA cap if an installation is its own District?

Answer: 15%

Article 8 Hours of Work

15. Is there a limit on the number of hours MHAs may be required to work on a work day?

Answer: Yes, MHAs are covered by Section 432.32 of the Employee and Labor Relations Manual, which states:

Except as designated in labor agreements for bargaining unit employees or in emergency situations as determined by the PMG (or designee), employees may not be required to work more than 12 hours in 1 service day. In addition, the total hours of daily service, including scheduled work hours, overtime, and mealtime, may not be extended over a period longer than 12 consecutive hours. Postmasters, Postal Inspectors, and exempt employees are excluded from these provisions.

16. Do MHAs have a work hour guarantee?

Answer: When an MHA is scheduled and reports in installations with 200 or more man-years of employment they have a four (4) hour work guarantee and MHAs employed in smaller installations have a two (2) hour work guarantee.

18. Do MHAs receive Night Differential or Sunday Premium?

Answer: MHAs receive night differential as defined in Article 8.8 of the National Agreement. MHAs do not receive Sunday Premium.

Article 10 Leave

19. Are MHAs eligible for FMLA protected leave?

Answer: Yes. MHAs who meet eligibility requirements - employment with the USPS for an accumulated total of 12 months over the past 7 years (including any prior career or non-career service) and have worked a minimum of 1250 hours (including any prior career or non-career service) during the 12 month period immediately preceding the date the leave begins – are eligible for FMLA protected leave.

20. If an MHA used 8 hours of A/L on Saturday and worked 40 hours Sunday through Friday in the same week, would the MHA receive 8 hours of Overtime Pay?

Answer: No.

21. Does the Fair Labor Standard Act consider leave hours as work hours for MHAs?

Answer: No.

22. Which MOUs apply to MHAs?

Answer:

- Leave Sharing
- LWOP in Lieu of SL/AL
- Administrative Leave for Bone Marrow, Stem Cell, Blood Platelet and Organ Donations
- Bereavement leave
- Interest on Back Pay
- Processing of Post Separation and Post removal Grievances

23. How does the MOU on Bereavement leave apply to MHAs?

Answer: MHAs do not earn sick leave and therefore may only request annual leave or leave without pay (LWOP) for bereavement purposes.

24. Are MHAs eligible for Blood Donor Leave?

Answer: No.

Article 12 Principles of Seniority Posting and Reassignments

25. Does relative standing earned as an MHA in one installation move with an MHA who is separated and is later employed in another installation?

Answer: No.

26. If an MHA goes from one installation to another installation (gaining installation) on the same date as one or more MHAs are appointed in the gaining installation, is the previously appointed MHA placed above the newly appointed MHAs on the relative standing list?

Answer: No.

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 by their initial MHA appointment date in that installation. If a tie exists then the formula outlined in article 12.2.G8 is applied.

28. Does an MHA's standing on a roll carry over into career appointment?

Answer: No. The time worked as an MHA does not carry over if the MHA attains career status. They begin their initial period of seniority when they attain career status.

29. Does the five day break between MHA 360 day appointments refer to five calendar or work days?

Answer: Five calendar days.

30. May an MHA be appointed to a term of less than 360 days?

Answer: An MHA cannot be appointed to a term of less than 360 days but MHAs may be separated during their term of appointment for lack of work at any time or in the case of removal for cause.

31. Can casuals be converted to MHAs?

Answer: Casuals will be eligible to take the appropriate examinations like any other member of the general public and, if reached during the competitive hiring process, are eligible to be hired as MHAs.

32. How does management determine which MHA to terminate during their term when there is a lack of work?

Answer: Separations for lack of work shall be by inverse relative standing in the installation.

33. When needed, how does management determine which MHA to bring back to work if the MHA was separated for lack of work?

Answer: Reappointment should be by relative standing from the previous appointment. 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 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.

34. During the transition period, what happens if there is a need to reduce the number of career regular mail handlers in an installation and they were reassigned into vacant assignments in other crafts in the same installation and now the part-time flexibles in that installation are supposed to be converted to full-time?

Answer: The specific issue will be referred to the Article 12 Task Force for resolution. The parties will address retreat rights on a case-by-case basis within ninety (90) days at the end of the transition period.

35. What happens if there are excess full-time mail handlers who retain retreat rights or must be returned to the Mail Handler Craft from other crafts and part-time flexibles in those installations need to be converted to full-time in accordance with the contract?

Answer: The specific issue will be referred to the Article 12 Task Force for resolution. The parties will address retreat rights on a case-by-case basis within ninety (90) days at the end of the transition period.

36. Will MHAs be hired as Level 5 MHAs?

Answer: No

37. What if PTF employees who were converted, during or at the end of the transition period, to full-time status cannot be placed in full-time vacancies?

Answer: They will become an unassigned full-time regular mail handler

38. Does changing between crafts alter MHA standing on the roll?

Answer: Yes

39. What is the timeframe for a career mail handler to use his or her successful 9 bids?

Answer: The 9 bids will be from the expiration of the previous contract (November 21, 2011) through the end of the current contract (May 20, 2016).

40. Do career mail handlers have to submit a written request for retreat rights?

Answer: No, retreat rights no longer require a written request by the employee.

Article 13

41. May MHAs who have an on the job illness or injury be assigned to work in other crafts?

Answer: As is the case now, the assignment to another craft has to be consistent with Section 546 of the Employee and Labor Relations Manual and relevant Department of Labor regulations.

Article 17 Representation

42. Can a MHA serve as a union steward?

Answer: Yes.

43. Will the union be allowed to address newly hired MHAs as part of the orientation process?

Answer: Yes. The provisions of Article 17 of the National Agreement apply to MHAs. Accordingly, the union is to be provided opportunity to address all newly hired MHAs as part of the hiring process.

Article 25 Higher Level Assignments

44. Is an MHA who is assigned to a higher level position entitled to higher level pay if scheduled for annual leave during the higher level detail?

Answer: No, the MHA will be paid at the higher level only for the time actually spent on such job.



Allen Mohl
Manager
Contract Administration (NPMHU)
and Employee Workplace Programs



Thomas J. Branch
Manager
Contract Administration
National Postal Mail Handlers Union,
AFL-CIO

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