

# 2019 NATIONAL AGREEMENT: NEW CONTRACTUAL PROVISIONS

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**T**he NPMHU National Office has been getting questions on some of the new contractual provisions that are contained in the 2019 National Agreement. I therefore thought this would be a good opportunity to give further explanation on a few of the provisions that have been changed in Article 12, as well as one of the important changes in Article 8.

One of the changes worth discussing revolves around the posting of bids involving changes in starting time. This change is found in Article 12.3B6, which now states as follows:

## SECTION 12.3 PRINCIPLES OF POSTING

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

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

This provision provides that changes in starting time for purposes of bid posting and incumbency rights to maintain a bid will now be measured on a cumulative basis from the ratification date of the National Agreement, which was April 7, 2020, or at the effective date of the bid at each new posting after April 7, 2020. For example, if a start time on April 7, 2020 was 7:00 am, then a change to 9:00 am may be kept by the incumbent, but another change to 12:00 pm would be outside of the four-hour rule, even though the more recent change was only for 3 hours. Another example: A change of three (3) hours from 7:00 am to 10:00 am, followed by a subsequent change of five (5) hours in the other direction to 5:00 am, will still allow the incumbent to stay in the position. Under previous National Agreements, any change of five (5) hours

(or more than four hours) would have to be posted. Under the 2019 National Agreement, this is no longer the case, if the cumulative changes are not over four (4) hours from the starting point under the ratified agreement or since the last bid, whichever occurred later.

Another important provision change is found in Article 12.3, Principles of Posting, under Section B12 which states as follows:

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

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

The language of Article 12.3B12 has been changed, so that a temporary supervisor who returns to the craft for one continuous pay period of 14 consecutive days in order to bid is required to complete that continuous pay period prior to submitting a bid. This effectively increases the period of time during which a temporary supervisor must return to the craft before bidding.

Another change is the new MOU on Article 12 entitled Principles of Seniority Posting and Reassignments, which states as follows:

### **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.

This new MOU means that, when implementation of Articles 12.3B4 (fixed days of work), 12.3B5 (change in duties or change in principal assignment area), or 12.3B6 (change in starting time) requires that an assignment be posted for installation-wide bidding, there first will be an expedited selection process within the section. This expedited selection process, like the one under Article 12.6C4d (governing reassignments

within an installation for employees excess to the needs of a section), will allow the senior employee within the section whose job is being posted to remain in the section. The actual expedited selection process will be the same as under 12.6C4d.

Finally, under Article 8, the Union was able to negotiate overtime pay for MHAs after eight hours, while still ensuring that the overtime is given to available mail handlers on the overtime desired list prior to utilizing MHAs on overtime. The language now states:

### **SECTION 8.5G OVERTIME WORK FOR MHAS**

*MHAs shall be paid overtime for work performed in excess of eight (8) hours on duty in any one service day or forty (40) hours in any one service week. Overtime pay for MHAs is to be paid at the rate of one and one-half (1 ½ ) times the basic hourly straight time rate.*

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

If you have any questions on any of the contractual changes, please see your steward for more information.

## **HATCH ACT GUIDANCE ON SOCIAL MEDIA**

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With the proliferation of social media, mail handlers are encouraged to review the guidance and take steps to avoid non-compliance, as the penalties can be severe.

### **MORE EXAMPLES:**

- Employees may not post, like, share, or retweet a message or comment in support of or opposition to a political party, candidate in a partisan race, or partisan political group while on duty or in the workplace, even if their social media account is private
- Employees may not like, follow, or friend the social media account of a political party, candidate in a partisan race, or partisan political group while on duty or in the workplace.
- Employees may continue to follow, be friends with, or like the official social media accounts of government officials after those officials become candidates for reelection.
- Employees may not use an alias on social media to engage in any activity that is directed at the success or failure of a political party, candidate in a partisan race, or partisan political group while on duty or in the workplace.
- Employees may display a political party or current campaign logo or the photograph of a candidate in a partisan race as a profile picture on personal Facebook or Twitter accounts; however, they may not post, share, tweet, or retweet on those accounts while on duty or in the workplace
- Employees may display a political party or campaign logo or photograph of a candidate in a partisan race as a cover or header photograph on their personal Twitter or Facebook accounts