

ORIENTATION FOR MAIL HANDLER ASSISTANT (MHA) EMPLOYEES

Maybe you are new to the U.S. Postal Service, or maybe you have previous experience working with the USPS as a casual employee. Either way, you probably have been hired as a Mail Handler Assistant or MHA employee for the first time.

The National Postal Mail Handlers Union (NPMHU) is a progressive labor union representing more than 40,000 Mail Handler craft members in Postal Service facilities across the United States. Although we are the smallest of the four major postal unions, mail handlers are literally the backbone of the Postal Service. Most mail handler jobs are physically demanding. Without mail handler employees to load and unload mail trucks and transport the mail throughout the facilities in the nation, the mail would not get to its desired locations.

Mail handler employees are proud and conscientious of the jobs they have with the USPS, and they take their jobs seriously. The NPMHU has worked very hard over the years first to obtain, and then to improve, its National Agreement with the Postal Service. This agreement or contract addresses such issues as wages, benefits, hours of work, and many other important topics, most of which affect both career mail handlers and mail handler assistants.

The mail handler assistant or MHA category of employee was created by the Fishgold Arbitration Award, which was issued on February 15, 2013. This award set the terms of our 2011 National Agreement, to replace our previous contract which had expired on November 20, 2011. Because we were not able to agree on a new contract with the USPS, we ended up in interest arbitration to determine the language of the new National Agreement. Thus, the MHA became a brand-new category of employee. While you are not yet a career employee, MHAs are on the path to career employment. In particular, the language in the National Agreement states:

When the Postal Service hires new mail handler full-time career employees, MHAs within the installation will be converted to full-time regular career status to fill such vacancies based on their relative standing in the installation, which is determined by their original MHA appointment date in that installation. A MHA who does not accept the career opportunity will not lose his/her relative standing for future career opportunities.

MHAs have various rights and benefits that have been consistently expanded through negotiations since the 2011 National Agreement. While you do not yet enjoy all of the benefits of a career employee, rest assured that the Union will enforce the contract to the best of its abilities to make sure management hires career employees per the language in the 2019 contract. When this happens, the hiring will be from the current MHAs in the facility.

It is very important that all mail handlers across the country, including MHAs, join the Union “that fights for the rights of all mail handlers.” Without your mail handler dues, the Union would not be able to bargain and fight for the rights of mail handlers. There would be no National Agreement which guarantees your wages, benefits, and working conditions while an employee of the USPS. Congratulations for doing the right thing and joining the Union, which in turn, represents you.

MAIL HANDLER ASSISTANTS

Percentage of MHAs

The total number of MHAs within an installation will not exceed 24.5% of the total number of career mail handlers in that installation. Your union will get reports approximately every four weeks which show the number of MHA's being used in each installation. We will closely monitor these percentages, and if a grievance can be filed to get MHAs converted to a career status, we will file that grievance.

Terms and Conditions of MHA Appointments

MHAs shall be hired from an appropriate register pursuant to such procedures as the Postal Service may establish. MHAs will be hired for terms of 360 calendar days per appointment and will have a break in service of 5 days if reappointed. Significantly, MHAs will have a path toward career employment in the future.

Pay Issues

Hourly rates for MHAs as of November 21, 2020 is \$16.87 (Grade 4), and \$17.77 (Grade 5)

Overtime pay is paid at the time and a half rate. Overtime is paid to MHA employees after eight hours on duty in any one service day or 40 hours in a week (weeks start on Saturday and end on Friday). Article 8 of the National Agreement delineates overtime pay.

Night shift differential is paid for time worked between the hours of 6:00 p.m. and 6:00 a.m. MHAs must be paid night differential compensation at the applicable flat dollar amount at each pay grade: Level 4 at \$.98 per hour and Level 5 at \$1.03 per hour. Thus, for each hour spent working between 6 p.m. and 6 a.m., you will receive this differential. Under the 2019 National Agreement, all night shift differentials will increase by 2% per year, effective in May 2020, in May 2021 and in May 2022.

Pay Raises

The hourly rates for MHAs shall be adjusted by three general increases:

For Mail Handler Assistants (MHAs), the general wage increases will be 2.1 % effective November 23, 2019, 2.0 % effective November 21, 2020, and 2.0% effective November 20, 2021. There will also be an additional 0.8% general wage increase effective on November 21, 2021.

Higher Level Pay

In the event an MHA is temporarily assigned to a higher-level position, such employee will be paid at the higher level only for the time actually spent on such job.

Workhour Guarantees

Any MHA who is scheduled to work and who reports to work in an installation with 200 or more workyears of employment shall be guaranteed four (4) hours of work or pay. MHAs at smaller installations will be guaranteed two (2) hours work or pay.

Employment Conditions

What follows is language right out of the National Agreement:

1. The parties recognize that MHAs will have access to the grievance procedure for those provisions which the Arbitration 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 not to reappoint MHAs to a new term are not grievable, except where it is alleged that the decision not to reappoint is pretextual (meaning that there was another, improper purpose or motive for the decision not to reappoint). MHAs also may be separated during their term of appointment for lack of work. Such separation also 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 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.
4. MHAs may be disciplined or removed within the term of their appointment for just cause, and any such discipline or removal will be subject to the grievance arbitration procedure, provided that within the immediately preceding six months, the MHA has completed ninety (90) workdays, or has been employed for 120 calendar days (whichever comes first) of their initial appointment.
5. In the case of removal for cause within the term of an appointment, a MHA shall be entitled to advance written notice of the charges against him/her in accordance with the provisions of Article 16 of the National Agreement.

Leave

An MHA earns annual leave. After 90 days of employment, annual leave is taken for unexpected emergencies, vacation, or when you want a day off. The amount of annual leave you earn depends on the number of hours you are in a pay status each pay period.

Rate of Accrual

Hours in Pay Status

Hours of Annual Leave

Earned Per Pay Period

1 hour for each	20	1
unit of 20 hours	40	2
in pay status in	60	3
each pay period	80	4 (max)

Annual leave accrues and is credited in whole hours at the end of each biweekly pay period.

Payment for Accumulated Annual Leave: A separating MHA will receive a lump-sum payment for accumulated annual leave subject to the following condition: if separation is effective before the last Friday of a pay period, the MHA does not receive credit or terminal leave payment for the leave that would have accrued during that pay period.

Holidays

The following six (6) days shall be considered holidays for MHAs:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Health Benefits

Mail Handler Assistants are immediately eligible for health insurance; coverage is available under the USPS Non-Career Health Benefits Plan. Interested MHAs must elect USPS Health Benefits Plan coverage within 60 days of the date they were hired. Coverage is subsidized by the Postal Service through an employer contribution of \$125 per pay period. Thus, for the 2021 Plan Year, self-only coverage for an MHA will require an employee contribution of \$63 per pay period. 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. The USPS Non-Career Employee Health Benefits Plan will follow FEHB’s definition for eligible family members. Your family members who are eligible and covered under a Self and Family enrollment are: your spouse (including a valid common law marriage); and your children under age 26, including recognized natural children, legally adopted children, and stepchildren; foster children are included if they meet certain requirements. Also, a child age 26 or over who is incapable of self-support because of a mental or physical disability that existed before age 26 is also an eligible family member.

The following chart is the 2021 USPS Health Plan premiums you pay per pay period:

Your Share of the Premiums Per Pay Period

2021	All Other	CCA/MHA /PSE/RCA1	CCA/MHA/PSE/RCA2
Self Only	\$63	\$63	\$63
Self Plus One	\$303	\$149.80	\$107.00
Self and Family	\$481	\$212.10	\$151.50

1 First CCA/MHA/PSE/RCA appointment
2 Subsequent CCA/MHA/PSE/RCA appointments per the terms of your respective bargaining unit agreement

After one's 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 government-wide Federal Employees Health Benefits (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 under the FEHB Program is the responsibility of the noncareer MHA with the following exception. The Postal Service will make a contribution toward the total premium of 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 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. You have 60 days from the date of your newly acquired eligibility to enroll in MHBP. Visit MHBP.com for the Value Plan and Consumer Option features.

2021 MHBP Premiums Per Pay Period (Second Term MHAs)

	Value Plan	Consumer Option
Self	\$88.41	\$166.04
Self Plus One	\$184.65	\$323.08
Self And Family	\$61.25	\$221.78

Retirement Programs

While there is currently no retirement program for MHAs, the 2019 National Agreement provides as follows: The parties will explore the steps necessary for the establishment of

401(k)-type retirement savings plans and/or payroll allotments for Individual Retirement Accounts for MHAs. Alternatively, if the NPMHU establishes a 401(k)-retirement savings plan for MHAs, the Postal Service agrees to implement the necessary steps for payroll deductions for this plan. The Postal Service will not be required to make any matching contributions as part of such plans.

Injury Compensation

As a USPS employee, you are covered by the Federal Employee's Compensation Act (FECA), which ensures that a federal employee or a postal employee who is injured on the job receives partial reimbursement of income and full reimbursement for medical expenses resulting from an injury incurred while on duty. The program is administered by the Office of Worker's Compensation (OWCP) of the U.S. Department of Labor. Again, more details are available from your Union representatives.

YOUR NATIONAL UNION

The National Office of the NPMHU is located in Washington DC. The National Executive Board governs the National Office. The Board is comprised of the National President, the National Secretary-Treasurer, and the five Regional Vice Presidents, who represent each of the respective regions. As of February 2020, these are the officers of your National Executive Board:

Paul V. Hogrogian, National President
Michael J Hora, National Secretary-Treasurer
June Harris, Vice President Central Region
John A. Gibson, Vice President Eastern Region
David E. Wilkin, Vice President Northeastern region
Lawrence B. Sapp, Vice President Southern Region
Don Sneesby, Vice President, Western Region

The duties of the National Officers are outlined in the Constitution as amended in August 2016 by the delegates to the National Convention. Basically, they are elected by the membership of the Union to govern the NPMHU between Conventions. National Officers are elected to four-year terms. Each member of the Union votes for a National President, a National Secretary Treasurer, and for their respective Regional Vice President. The NPMHU also is affiliated with the Laborers International Union of North America and the AFL-CIO.

The National Office information is contained below:

National Postal Mail Handlers Union
815 16th Street NW, Suite 5100
Washington DC 20006

www.npmhu.org

202-833-9095
202-833-0008 (fax)

NATIONAL CONVENTIONS

National Conventions are held every four years. During these Conventions, amendments to the Constitution are proposed. Also, primary elections for National Officers are conducted. These Conventions serve the purpose of ensuring that the membership is properly represented in making the rules that govern our Union. Representation for each Local Union is set at one delegate vote for each 25 members. Members in good standing may campaign for delegate positions. If necessary, an official election is held by each Local Union. The Local Union Council determines the actual number of delegates who attend the Convention from each Local Union. If there were fewer delegates than actual delegate votes allotted, then each delegate receives an equal share of delegate votes at the Convention. (Example: The Local Union is allotted 40 delegates for their 1,000 members. The Local Union Council determines, because of financial considerations, that only four delegates may attend the Convention. Therefore, each delegate would carry the weight of ten delegate votes for each vote cast at the Convention.)

The Local Executive Board authorizes the expenditure of funds for eligible members to attend the Convention. Other than the Local President, who is elected as a delegate during Local elections, the other delegates are selected through a voting procedure. Upon the official call from the National Union, the Local Union Council will determine the number of delegates that the Local will be sending to the Convention.

After the actual number of delegates is determined, the Local Union will set the wheels in motion to hold an election for the delegate positions. Any eligible member of the Union can be nominated for these positions. Each member of the Local Union who is in good standing is eligible to vote in the selection of delegates.

YOUR LOCAL UNION

Local 305 of the NPMHU represents mail handlers in the District of Columbia, Maryland, North Carolina, Virginia, and West Virginia. As of January 2018, there are approximately 5243 mail handlers employed in our Local Union.

A Local Executive Board and the Local Union Council govern your Local Union. The duties and responsibilities of your Executive Board and Council are outlined in the Uniform Local

Union Constitution. The Executive Board consists of at least five members: the President, Vice President, Treasurer, Recording Secretary, and a State Executive Board Member for each State covered by the Local.

Any dues paying mail handler employee who meets the qualifications for office may run for any position on the Executive Board. As of August 1, 2021, the following individuals serve on the Local Executive Board. Their terms of office will expire in [month year].

Local President	Felandria A Jackson
Vice President	Lafon Murray
Treasurer	Leslie Hamlett
Recording Secretary	Dwight Burnside
DC State Board Member	Demetria Spratley
MD State Board Member	Michael Perry
NC State Board Member	Cynthia Brown
VA State Board Member	Richard “Bobby” Mason

In addition to the Executive Board, each postal facility with at least 50 mail handlers must have a Branch President. This person is basically in charge of the Branch or installation where he or she is employed, and the Branch President reports to the Local Union President. These positions are also filled by a vote of the respective installation’s membership. As of January 2018, the following individuals were elected to the Local Union Council within each identified installation. The terms of office will also expire in September 2022.

Branch President —[Facility] [Name]

Together with the Executive Board, these Branch Presidents form the Local Union Council. The Council decides major policy issues such as the compensation of Local Union officers and the goals and strategies of the Local Union. Additionally, only the Council may adopt recommendations for changes to the Local Union By-laws, which recommendations must be approved by the National President.

The Local Union prides itself on trying to be available to and for the membership. Toward that end, all officers have contact information. The following information lists the contact numbers should you need to get in touch with one of your officers.

Local Union
4907 Fitzhugh Avenue, Suite 100
Richmond, VA 23230

Phone (804) 358 4664
Fax (804) 342 1082
www.L305.org

List Information for all Local Union Officers and Representatives

List names, location, [and email addresses and cell phone numbers, if you choose.

Felandria A Jackson	Local President	Flan.jackson@L305.org	(804) 358 4664 ext. 102
Lafon Murray	VP/CAD	Lafon.murray@L305.org	(804) 358 4664 ext.103
Leslie Hamlett	Local Treasurer	Leslie.hamlett@L305.org	(804) 358 4664 ext. 101
Dwight Burnside	Recording Secretary	Dwight.Burnside@L305.org	
Demetria Spratley	DC State Board Member	Demetria.Spratley@L305.org	
Michael Perry	MD State Board Member	Michael.Perry@L305.org	
Cynthia Brown	NC State Board Member	Cynthia.Brown@L305.org	
Bobby Mason	VA State Board Member	Richard.Mason@L305.org	

WHAT DO MY UNION DUES PAY FOR?

Union dues are currently set at 27.00 per pay period. This is a question that is often asked by new employees. It is a fair question and certainly deserves an answer. Though it is a seemingly endless list, some of the major expenditures the Union incurs to represent mail handlers are for the following items:

- Affiliation fees
- Salaries and expense reimbursement
- Printing, postage, and educational materials
- Training expenses
- Supplies and equipment
- Labor Board expenses
- Other legal expenses
- Organizing expenses
- Negotiations expenses
- Arbitration expenses

Some of the activities your Union engages in on your behalf are:

- Negotiation of National and Local Agreements
- Filing and negotiating of grievances
- Organizing
- Preparing necessary paperwork
- Informing the membership of Union activity, positions on disputed issues, and policy
- Meetings for the members
- Support for fair labor legislation
- Attend labor/management meetings
- Newsletters and other mailings sent to your home
- Posting information on Union bulletin boards

It is important to note that your Union may not, according to law, directly make contributions to any political campaign. Therefore, the National Union has set up a PAC (Political Action Committee). This PAC operates solely on voluntary contributions, and your Union encourages you to make a donation to the PAC. Remember, while major corporations are

allowed to make substantial donations to further their political clout, the rank and file workers of America are slowly being eliminated from the politician's minds. Lobbying and direct contacts with public officials seems to be what works in the political arena. **Because of the fact that our Union may not contribute dues money for this type of action, the voluntary and extra support of individual members is needed. Please consider this and make a donation to the Mail Handlers PAC.**

POSTAL RULES

Your employer, the USPS, has many rules and regulations. As you spend time on the job, you will become more familiar with these rules; however, there are some rules that you should be aware of immediately. Failure to obey these rules or to not take them seriously can have severe consequences, including your removal from the USPS.

Employee Conduct

The Postal Service has a zero-tolerance policy for physical altercations or verbal threats. If you get into a fight, chances are very good that you will be fired, even if you did not instigate the fight. If you are in a position where things are getting very heated between you and someone else while you at work, the best advice we can offer is to walk away from the situation. Request a steward and we will try to mediate the dispute for you.

Drinking or the use of illegal drugs can lead to suspension or removal from the USPS. If you are taking a prescription drug that can affect your awareness, you should let your supervisor know of the situation.

It should also go without saying that stealing anything or misappropriation of postal supplies is strictly prohibited. These types of actions usually result in the guilty employee being removed.

Attendance is another serious matter. The Employee and Labor Relations Manual states that, "employees are required to be regular in attendance." Though the term is not definitive in any way, be aware that the Service will expect you to come to work regularly and on-time. Attendance is undoubtedly the major factor in most discipline cases. All leave has to be requested in advance, and if they do have to call in when sick or for emergencies, a written explanation or doctor's note is advisable.

Discipline

Your employer issues discipline. Your Union does not have a right (nor do we want authority) to issue discipline to mail handler employees.

If you are ever being questioned by any supervisor or manager, and reasonably believe that the questioning may result in disciplinary action, you have the legal right to be represented by a Union steward. **But you must state that you want a Union representative,** or else the interview can proceed without such a representative. So be certain to ask for a union steward.

Also, if you are questioned by someone from the Postal Inspection Service or other law enforcement authority, you have the right not only to a Union representative but also can assert a right to contact an attorney if you are a suspect in a criminal matter. So, remain calm, identify yourself, and then request the presence of your Union representative and, if a potential criminal matter, request to consult with your attorney.

The National Agreement states that for minor infractions by an employee, the employer has an obligation to discuss such matters with the employee. Such discussions are to be held in private and are not grievable. However, nothing shall preclude the supervisor from taking personal notes regarding the discussion. **Your Union strongly recommends that you also take notes during or immediately after these meetings.** The reason for this is that, although discussions are not really considered discipline, they lay the groundwork for management to issue Letters of Warning, suspensions, and even removals at a later date should the employee continue with the infraction. The employee's notes are your version of what was discussed. They should include dates and times, what was discussed, what the supervisor said, what the employee's response was, etc. It is a good idea to keep these notes in a safe place where you can access them at a later date if needed.

If an employee commits a more serious infraction, or continues the same minor infraction over and over, the employee can expect to receive a Letter of Warning, suspension, or removal, depending on the infraction and what prior discipline the employee has had. The National Agreement states that discipline should be corrective; therefore, other than for serious infractions, the employee can expect to receive one or more written disciplines before removal.

The Grievance-Arbitration Procedure

In the National Agreement, a grievance is defined as "a dispute, difference, disagreement or complaint between the parties related to wages, hours, and conditions of employment." A grievance shall include, but is not limited to, the complaint of an employee, or of the Union, which involves interpretation, application of, or compliance with the provisions of this Agreement or any Local Memorandum of Understanding not in conflict with this Agreement." Basically, any item in dispute can be a grievance. If you feel that you can work it out with your supervisor on your own, that is fine. However, the Union must be made aware and allowed to be present of any settlement made by a mail handler with management. The reason for this is so the Union can ensure that all employees are treated fairly and equitably, and so that management does not offer better settlements to employees who choose not to use the Union for their grievances.

Either the employee or the Union may file a Step 1 grievance. The Agreement states:

- a. *Any employee who feels aggrieved must discuss the grievance with the employee's immediate supervisor within fourteen (14) days of the date on which the employee or the Union first learned or may reasonably have been expected to have learned of its cause. The employee, if he or she so desires, may be accompanied and represented by the employee's steward or a Union representative. The Union also may initiate a grievance at Step 1 within 14 days of the date the Union first became aware of (or reasonably*

should have become aware of) the facts giving rise to the grievance. In such case the participation of an individual grievant is not required. A Step 1 Union grievance may involve a complaint affecting more than one employee in the office.

- b. In any discussion at Step 1 the supervisor shall have authority to settle the grievance. The steward or other Union representative likewise shall have authority to settle or withdraw the grievance in whole or in part. No resolution reached as a result of such discussion shall be a precedent for any purpose.*
- c. If no resolution is reached as a result of such discussion, the supervisor shall render a decision orally stating the reasons for the decision. The supervisor's decision should be stated during the discussion, if possible, but in no event shall it be given to the Union representative (or the grievant, if no Union representative was requested) later than five (5) days thereafter unless the parties agree to extend the five (5) day period. Within five (5) days after the supervisor's decision, the supervisor shall, at the request of the Union representative, initial the standard grievance form that is used at Step 2 confirming the date upon which the decision was rendered.*

If your grievance is denied at Step 1 of the process, the method to appeal to Step 2 is also described under Article 15 of the Agreement. However, at this point, only authorized Union representatives are eligible to file grievances, so if an individual grievance was filed by an employee, he or she must give it to the Union to pursue.

After a written Step 2 grievance is appealed, management has to schedule a meeting within 7 days of receipt of the appeal. In the larger facilities, the meeting will be with a designated labor representative. In the smaller facilities, it is usually with the station manager or the Postmaster. When the meeting occurs, the Union and management must make full disclosure of all the facts they have regarding the case. The grievant can be present if the Union wants the grievant there. The Union has the absolute right to settle, withdraw, or negotiate an amended settlement at this meeting and also at any higher step of the procedure. Management's designee also has full authority to settle or negotiate the grievance.

If settlement occurs, it is in written language and signed off on by management and the Union. If management denies the grievance, then the denial will be in written form and must include the contractual provisions relied upon for such denial. The steward or Branch President has the responsibility to send the grievance to Step 3 within 15 days of the receipt of the Step 2 denial if he or she so chooses.

Up to this point, all of the Union representation is authorized on management's clock. Therefore, the cost to the Union is minimal. However, at Step 3, the Union representative is a salaried Union employee.

At Step 3, management's Area representative meets with the Union's Regional Representative. This process can take up to a few months to receive an answer. Once again, at this process, the Union or management has full authority to settle or negotiate the terms of the grievance. The Union will receive a written response whether settlement occurs or not. If the grievance is denied at Step 3, the Local Union will look very closely at the case and examine the file to make sure the contents include all necessary arguments and documents. After discussion and

examination, the Local will determine whether to proceed to arbitration on the issue. The process for making this determination differs by Local Union.

If a case is rejected for arbitration, the grievance dies at that point. If the case is selected for arbitration, the appropriate paperwork will be filed, and the case will become part of the arbitration docket. Depending on available dates put forth by the arbitrators and the number of cases on the docket, the time to get a case heard before a neutral arbitrator varies.

Arbitrations are a very expensive venture for the Union. Arbitrators typically charge around \$1,000 a day. Most cases involve 1 day of hearings and 1 to 3 days of study time to decide the case. The parties (management and the Union) are also responsible for the arbitrator's travel expenses and meals. Management and the Union split the cost of arbitrations right down the middle, regardless of who wins the case. An average cost of arbitration would be approximately \$2,500 to \$3,000 for the Local's share. This would include paying the representatives for their time, preparing the case, and any other cost to the Union. The Local has budgeted a substantial amount of money for arbitrations, including payroll and arbitrators' costs. Sometimes, management – by continuing to refuse to settle meritorious grievances – will force the Union to arbitration to prove our point. However, arbitrations are not a perfect science and both sides are bound by the arbitrator's decision, whether they like it or not.

The arbitration hearing is similar to a courtroom setting but is conducted in a much less formal manner. An independent arbitrator is brought into the hearing. He or she becomes the “judge” at the hearing. The Union is allowed an advocate and a technical assistant. Management is allowed the same. If the issue involves a specific person, then the grievant is allowed to observe the hearing. Each side makes an opening statement. Both sides call witnesses (who are also cross-examined by the opposition) and introduce evidence to prove their case. Finally, closing statements are made, or the parties agree to submit written briefs. Within 30 days of the receipt of the brief, or the hearing, the arbitrator will render a decision to the parties.

We hope this information proves useful to you. Welcome to the National Postal Mail Handlers Union.



All information in this book may be subject to change. Please contact your Local Union for updates and questions.