

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE AND
AMERICAN POSTAL WORKERS UNION, AFL-CIO

RE: PART TIME FLEXIBLE CONVERSIONS/TRANSITIONAL EMPLOYEES

1. CONVERSION OF CLERK CRAFT PART-TIME FLEXIBLES (PTF)

A. Installations with 100 or more career clerk craft employees.

- (1). All part-time flexible clerk craft employees on the rolls on the date of this agreement will be converted to full-time regular in the clerk craft in their own installation by June 30, 1993.
- (2). Full-time regular employees with retreat rights may exercise those rights up to the number of part-time flexible employees slated for conversion. The Postal Service shall either provide part-time employees slated for conversion (up to the number of full-time employees exercising their retreat rights) opportunities for conversion to other installations or convert such employees in their own installation at the option of the employer. However, such newly converted employees may not remain in their installation unless all eligible employees with retreat rights have been provided with the opportunity to exercise their retreat rights to return to their craft and/or installation.
- (3). Conversions made pursuant to 1.A.(2). above will not count as conversions for offices of less than 100 career clerk craft employees even if such employees accept opportunities in the less than 100 career clerk craft employee installations.

B. Installations with less than 100 career clerk craft employees

- (1). PTFs on the rolls on the date of this agreement in installations with less than 100 career clerk craft employees will be given an opportunity to convert to full-time regular in the clerk craft in their own or another installation. It is the intent of the parties that any such requirement to change offices will not be utilized by management as a device to discourage conversions of PTFs and that inconvenience and disruption to PTFs will be minimized. The timetable for administering opportunities for these conversions is as follows:

By June 30, 1993	-	2,000 Minimum
July 1, 1993 to June 30, 1994	-	4,000 Minimum
July 1, 1994 to June 30, 1995	-	4,000 Minimum
July 1, 1995 to June 30, 1996	-	4,000 Minimum
July 1, 1996 to June 30, 1997	-	2,000

- (2). If more than the minimum number of conversions required in 1.B.(1). above are made pursuant to this agreement, those in excess for any period will count toward the next time frame requirement and will be cumulative toward the 16,000 maximum obligation of this agreement.
- (3). For purposes of this agreement, the Employer will liberalize transfer rules for career clerk craft employees requesting transfer to installations of 100 or more career clerk craft employees. There is no prohibition to the employer hiring part-time flexible employees in installations of 100 or more career clerk craft employees. The parties however, recognize that it is in the interest of both the Employer and the Union to provide career employees in installations of less than 100 career clerk craft employees the opportunity to transfer prior to such hiring.

Such part-time flexible employees who elect to transfer and are subsequently converted to

full-time shall be counted against the conversion obligations of Section 1.B.(1). of this agreement. A full-time employee who elects to transfer may be replaced by a PTF employee in the losing office who will be converted to full-time. Such conversions shall count towards the conversion obligations. If the union is unable to provide a PTF who is willing to transfer to a vacancy, the subsequent conversion of the PTF hired to fill the vacancy shall count towards the conversion obligations.

(4). The following principles will be utilized when providing opportunities for the conversion of clerk craft PTFs in installations of less than 100 career clerk craft employees:

- a. PTFs will be converted to full-time in their current installation if full-time clerk craft duty assignments or other conversion opportunities are available.
- b. If sufficient full-time clerk craft opportunities are not available to accommodate PTFs in their installation, a list (including skills needed, days off, schedule, location, and whether the position is residual or unencumbered) of all available full time clerk craft opportunities in offices within the commuting area that do not have part-time flexible employees on the rolls, will be provided to the appropriate APWU Regional Coordinator.

If the foregoing process does not result in sufficient opportunities for the conversion of PTFs, the Postal Service will identify clerk craft opportunities outside the commuting area in installations that do not have part-time flexible employees on the rolls, and provide this list to the appropriate APWU Regional Coordinator.

Within 30 days, the APWU Regional Coordinator will provide the names of eligible and qualified PTFs who will accept those opportunities.

- c. A part-time flexible employee converted to full-time pursuant to this section who fails to qualify in the full-time assignment, may be returned to his/her former installation as a part-time flexible employee. An employee converted to full-time and returned to his/her former installation under this section will count as a conversion for purposes of this agreement.
- d. For purposes of this agreement, the MOU on page 308 of the 1990 National Agreement regarding minimum qualifications applies to part-time flexible employees who are converted to full-time.

2. CONVERSION OF MOTOR VEHICLE CRAFT PART-TIME FLEXIBLES

- A. Pursuant to this agreement, 450 PTF Motor Vehicle craft employees will be converted to full-time regular in their own or another installation by November 30, 1993.
- B. The principles contained in Section 1.B.(4) of this agreement apply to Motor Vehicle craft conversions except that the list of opportunities both within and outside of the commuting area will be provided to the APWU Motor Vehicle Craft Director at the National level.

3. CONVERSION OF SPECIAL DELIVERY CRAFT PART-TIME FLEXIBLES

- A. Pursuant to this agreement, 100 PTF Special Delivery Messenger craft employees will be converted to Full Time regular in their own or another installation by November 30, 1993.
- B. The full time assignments will be made in accordance with Article 7.2.A. of the collective bargaining agreement. Further, the parties agree to jointly explore work content of the converted PTF employees as well as that of all other Special Delivery Messengers.
- C. The principles contained in Section 1.B.(4). of this agreement apply to Special Delivery Craft

conversions except that the list of opportunities both within and outside of the commuting area will be provided to the APWU Special Delivery Craft Director at the National level.

4. GENERAL PRINCIPLES FOR PTF CONVERSIONS

- A. Except as otherwise provided for in this agreement, it is understood and agreed by the parties that PTF conversions made under this agreement to unencumbered assignments will be made to the same or higher level consistent with the established procedures set forth in the craft articles of the collective bargaining agreement.
- B. Any PTF accepting a transfer to another office under this agreement will be considered a voluntary transfer and the PTF will not be eligible for relocation benefits.
- C. Withheld positions - The parties agree that the provisions of Article 12 Section 5.B.2 of the 1990 National Agreement continue to apply.

5. TRANSITIONAL EMPLOYEES - CLERK AND MAINTENANCE CRAFTS

- A. From the date of this Memorandum of Understanding (MOU) until November 30, 1997 the total number of APWU Clerk and Maintenance Craft Transitional Employees working in Postal installations nationwide will be in accordance with the following schedule:

(1) CLERK CRAFT AND MAINTENANCE CRAFT

Date of this agreement thru Nov. 30, 1993	-	20,000
December 1, 1993 thru June 30, 1995	-	22,000
July 1, 1995 thru June 30, 1996	-	16,000
July 1, 1996 thru June 30, 1997	-	10,000
July 1, 1997 thru November 30, 1997	-	5,000
After December 1, 1997 - Zero or Number Allowed by TE Agreement In Force At Time		


(2) Transitional employees working as custodians at any one time will be reduced as follows:

Date of this agreement thru June 30, 1995	-	500
July 1, 1995 thru June 30, 1996	-	300
July 1, 1996 thru June 30, 1997	-	100
After July 1, 1997	-	ZERO

After December 1, 1997 - Zero or number allowed by TE Agreement in force at that time

The parties agree that casual employees may not be employed in lieu of full or part-time custodial employees.

The maintenance craft TEs working as custodians at any one time will be limited to 500 of the amount apportioned in Section 5.A.(1) above. If the present custodial complement of TEs exceeds the 500 limit, the adjustment down to the 500 limit will be made through TE attrition, ie; as custodial TEs terms expire, no additional TEs will be hired into the custodial area until the number goes below the 500 maximum.

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- B. The number of APWU clerk craft TEs in installations with more than 100 career clerks will not exceed 15% of the career clerk craft work force on the rolls in that installation. If an installation presently exceeds 15%, that installation will reduce its TE complement through attrition, ie; as TE terms expire, no additional TE hiring will occur until the installation gets below the maximum percentage. At the request of the local union representative, any office over the 15% maximum will provide a list of TEs and their Enter On Duty (EOD) date. The total number of TEs will not exceed the number of TEs allowed in this agreement.
- C. The number of TEs in each craft will be apportioned to each Area Office by Headquarters and communicated to the APWU at the National Level. Each Area Office will allocate a number from their total number of TEs in each craft to each installation within its' Area and provide this information to the appropriate Regional Union Official.
- D. Alleged violations of this agreement relating to the TE complement shall be limited to violation of the nationwide maximum and/or the 15% installation maximum.
- E. On a quarterly basis, or more frequently at its discretion, the Postal Service may re-evaluate its need for TEs and redistribute them by Area and/or installation. The total number of TEs in the Postal Service will not increase beyond the allocated number for each time frame as described above.

When there is a change in needs, the appropriate union representatives must be notified in advance. At the National Level, on an Accounting Period (AP) basis, the Postal Service will provide a list by craft of on rolls TEs by finance number. In addition, the local union representative will be provided with all TE hiring activity by craft as it occurs and on an AP basis.

- F. Installation is defined as a main post office, airport mail facility, terminal or any similar organizational unit formerly under the direction of one postal official, together with all stations, branches and other subordinate units, as defined prior to the USPS management restructuring of 1992.

6. TRANSITIONAL EMPLOYEES - MOTOR VEHICLE CRAFT

- A. The Postal Service may hire up to 450 TEs in the Motor Vehicle Craft. This limit is over and above the limits set forth in Section 5.A.(1) above for the Clerk and Maintenance crafts.
- B. Under no circumstances will the number of TEs in the Motor Vehicle craft exceed 450. This number will be reduced in accordance with the following schedule:

Date of this agreement thru June 30, 1995	- 450
July 1, 1995 thru June 30, 1996	- 350
July 1, 1996 thru June 30, 1997	- 150
July 1, 1997	- ZERO
After December 1, 1997	- Zero or number allowed by TE agreement in force at time

7. TRANSITIONAL EMPLOYEES - SPECIAL DELIVERY CRAFT

- A. The Postal Service may hire up to 100 TEs in the Special Delivery Craft. This limit is over and above the limits set forth in Section 5.A.(1). above for the clerk and maintenance crafts.
- B. Under no circumstances will the number of TEs in the Special Delivery craft exceed 100. This number will be reduced in accordance with the following schedule:

Date of this agreement thru June 30, 1995	- 100
July 1, 1995 thru June 30, 1996	- 75
July 1, 1996 thru June 30, 1997	- 50
July 1, 1997	- ZERO
After December 1, 1997	- Zero or number allowed by TE agreement in force at time

8. GENERAL PRINCIPLES - TRANSITIONAL EMPLOYEES

- A. TEs hired in a specific craft will be limited to work within the craft.
- B. The parties agree that they will work together to establish an effective method to track the need for withheld vacancies.
- C. The existing APWU Transitional Employee agreement dated December 3, 1991, is modified in the following manner:
 - (1). All parts of the TE agreement remain in force with the exceptions of Section 1.c., d., and e., Section 2, Section 3, Section 4, Attachments B, B1, B2, B3, C, and Article 7, Section 1.C.3, which are hereby suspended for the term of this agreement.
 - (2). Section 5 will remain in force with the following addition: APWU TEs may be used in other assignments including duty assignments while the opting and/or bidding process is being completed.

In addition, the parties agree that over the course of a pay period, the Employer will make a reasonable effort to ensure that qualified and available part-time flexible employees are utilized at the straight-time rate prior to assigning such work to transitional employees working in the same work location and on the same tour.

9. NO LAYOFF

Each employee in the American Postal Workers Union, AFL-CIO, who is employed in the regular work force as of the date of this agreement, and who has not acquired the protection provided under Article 6 of the collective bargaining agreement shall be protected henceforth against any involuntary layoff or reduction in force (RIF) during the term of the collective bargaining agreement ending November 20, 1994.

10. WITHOUT PREJUDICE

This agreement shall not prohibit either party from proposing changes to either this or the previous TE agreement in future collective bargaining. In addition, this agreement will not be cited by either party in any future interest arbitration proceeding.

11. PTF CONVERSION/TRANSITIONAL EMPLOYEE GRIEVANCES

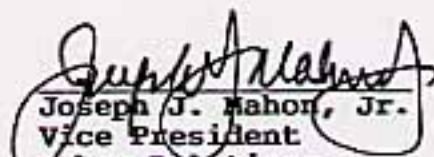
- A. This agreement shall be considered full and final settlement of all grievances filed to date with regard to the hiring of Transitional Employees and the conversion of Part-Time Flexible employees to full-time. Any future grievances on maximizations may not use hours worked prior to this agreement as a basis for the grievance. In addition, any conversions to Full-time made as a result of a future grievance may only count toward management's obligation under Section 1.B.(1) above if such PTFs are converted short of arbitration.
- B. At the District level, the parties will review existing grievances on Article 7, Section 3.B and C. to determine if they can help identify additional full time positions for PTF conversions.
- C. Additionally, in light of the fact that the parties have agreed to resolve these disputes in accordance with this memorandum of understanding, the APWU agrees to withdraw the unfair labor practice charge (Case #5-CA-23057(P)) which has been filed claiming violations of the TE memoranda of understanding.

12. TE FUTURE CAREER OPPORTUNITIES

- A. The parties herein express the desirability of affording future career employment opportunities to TEs. Consistent with that view, the parties agree to jointly explore the feasibility of such career opportunities, consistent with applicable law.

Mr. Moe Biller
President
American Postal Workers
Union, AFL-CIO

Date _____


Joseph J. Mahon, Jr.
Vice President
Labor Relations
U.S. Postal Service

Date 2-2-93