



March 3, 1994

MAR 1994  
Received  
Office of the  
Executive  
Vice President

Mr. William Burrus  
Executive Vice President  
American Postal Workers Union,  
AFL-CIO  
1300 L Street, N.W.  
Washington, DC 20005-4128

Dear Bill:

As discussed, enclosed are instructions to the field regarding retesting for TEs upon elimination of an exam so that they can establish new register eligibility.

If you should have any questions, please do not hesitate to call me at (202) 268-3816.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sherry A. Cagnoli".

Sherry A. Cagnoli  
Manager  
Contract Administration (NALC/NRLCA)  
Labor Relations

Enclosure

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# **Establishing Examination Eligibility for Transitional Employees Under Test Battery 470**

## **Battery Has Been Announced**

Identify stations, branches, post offices and processing/distribution centers which will be served by new battery register.

Fill in the dates the battery examination was announced to the public on Poster A. Specify where Transitional Employees (TEs) should submit their requests for scheduling if they have not already taken the new test battery.

Distribute completed Poster A for posting in identified stations, branches, post offices and processing/distribution centers.

TEs submit requests for scheduling in accordance with Poster A instructions.

For requests submitted, verify that old eligibility was due to exercise of Memorandum of Understanding (MOU) entitlement. If old eligibility was not due to exercise of MOU entitlement, scheduling under these procedures is not necessary.

For valid requests, if testing is complete:

- Verify if TE took examination.
- If so, scheduling is not necessary.
- If not, schedule as soon as possible.

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For valid requests, if testing has not started or is in progress:

- Verify if application for TE has been scheduled.
- If TE has already been scheduled, no further action is necessary.
- If application is not located or has not been scheduled, schedule as soon as possible.

## **Battery Has Not Been Announced**

Before examination is announced to the public, identify stations, branches, post offices and processing/distribution centers which will be served by new battery register.

Fill in the dates the battery examination will be announced to the public on Poster B. Specify where Transitional Employees (TEs) should submit their requests for scheduling.

Distribute completed Poster B for posting in identified stations, branches, post offices and processing/distribution centers at the same time the examination is announced to the public.

TEs submit requests for scheduling in accordance with Poster B instructions.

For requests submitted, verify that old eligibility was due to exercise of MOU entitlement. If old eligibility was not due to exercise of MOU entitlement, scheduling under these procedures is not necessary.

For valid requests, schedule TEs in first available session.

# Important Notice to Transitional Employees

The Postal Service has implemented a new test battery which replaced the following four entrance examinations:

Clerk-Carrier  
Mail Handler  
Distribution Clerk, Machine  
Markup Clerk, Automated

The test battery was announced to the public in your area from \_\_\_\_\_ to \_\_\_\_\_. Once the results for the new test battery are processed, hiring registers which were created from the four old examinations will be terminated.

If you exercised your entitlement as a Transitional Employee (TE) to take one of these old examinations, you must take the new battery test to maintain eligibility for a career position. If you took one of the old examinations as a TE, but have not taken the battery test, you may submit a request to the following address to be scheduled:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TEs who have already taken the new test battery to reestablish eligibility will not be scheduled.

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

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Re: Transitional Employee

1. The parties agree to the following principles:
  - a. The transitional work force will be comprised of noncareer, bargaining unit employees.
  - b. Transitional employees will be used to cover duty assignments held pending reversion due to automation and residual vacancies withheld pursuant to Article 12. The term "held pending reversion" is a vacant duty assignment which is due to be reverted. The term "residual vacancies" are those positions that remain vacant after the completion of the voluntary bidding process.
  - c. Transitional employees who are covering duty assignments held pending reversion or residual vacancies withheld pursuant to Article 12 will not be displaced from these assignments for the purpose of utilizing a casual employee.
  - d. Transitional employees may also be used to replace part-time attrition. The term "attrition" refers to the reduction in the career employee complement for any reason.
  - e. Transitional employees will be hired for a term not to exceed 359 calendar days and will have a break in service of at least 6 days between appointments.
  - f. The use of transitional employees will be phased out as the deployed automated equipment becomes operationally proficient. Transitional employees covering positions withheld for career employees will be retained until the reassigned employees, who require training, qualify for their new duty assignments. The phase-out period for the accomplishment of the above objectives (individually or in combination) may not exceed 90 days from the date of deployment.
  - g. Leave provisions for transitional employees are included in attachment A.

2. On a quarterly basis, the local union at the impacted office will be provided with an updated report which will provide the following (see Attachment B; Impacted Office Employee Status Report):
  - a. The projected reduction for the transition period separated by category as follows: LDC 11, LDC 12 (letters), LDC 12 (Flats), and other clerical (except LDC 42).
  - b. A baseline number for each category and a quarterly update of each category for full-time positions and part-time positions.
  - c. A listing of transitional employees by name and the job number these employees are working on for positions withheld (see Attachment B1; Positions Withheld).
  - d. A listing of transitional employees by name and the job number these employees are working on for positions held pending reversion (see Attachment B2; Positions Held Pending Reversion).
  - e. A listing of transitional employees by name and a listing of part-time employees who were replaced by name for part-time assignments (see Attachment B3; Part-Time Assignments).
3. On a quarterly basis, management agrees to provide the following information at the regional level:
  - a. Management will supply the union with a projected regional reduction of employees for the transition period (see Attachment C; REGIONAL COMPLEMENT REDUCTION REPORT).
  - b. On a quarterly basis, management will supply the union with the projected reduction in each MSC, a listing of impacted offices, the actual attrition in the current quarter by impacted office, and a current listing of positions withheld by impacted office.
  - c. Management will total the information in Item number 2 and supply a regional summary.
  - d. Management will supply the local union, at the impacted site, with information regarding the equipment deployment schedule for the transition period. The deployment schedule will include

specific information (i.e., types of equipment, date of deployment, deployment site). The equipment deployment schedule will be updated annually.

- e. Management will supply the local union at the impacted site with information regarding the impact. This information will also include the time frames for these impacts. Any changes to this information by management requires a 14-day advance notice to the local union. As equipment is deployed and becomes fully operational, the number of transitional employees specific to that deployment will be removed from those assignments in accordance with 1.f above.

#### 4. Regional Determination--Number of Withheld Vacancies:

- a. Within 7 days from the effective date of this agreement, the parties at the regional level will meet to determine the number of vacancies withheld during the previous 90-day period.
- b. Solely for the purpose of applying this memorandum, withheld residual vacancies will be identified as those vacancies for which the union has received Article 12 notification at the regional level as being withheld for employees who may be involuntarily reassigned outside the installation. In order to be considered a withheld vacancy, the union, at the local level, had to be advised of the specific vacancy withheld by assignment number. This requirement had to be accomplished either by posted notice, letter to the local union, or verbally. Verbal notification can be considered only if the local union official agrees that such verbal notification occurred.
- c. Once the withheld residual vacancies are identified, management may use transitional employees to backfill withheld vacancies consistent with the provisions of this Memorandum of Understanding.

#### 5. Career Employee Option for Vacant Duty Assignment:

- a. Prior to assigning a transitional employee to an impacted vacancy (held pending reversion), full-time career employees who are potentially impacted, who are performing identical duties, and who possess the identical skills of the vacant duty assignment, may opt for the vacant assignment.

This option procedure will consist of a written preselection of hours and days off by potentially impacted employees. The option procedure will not exceed 7 calendar days, and employees who failed to submit their preselection choices will be bypassed.

- b. Employees will have 21 days from the effective date of this memorandum to submit their preselection options. Employees who assume new positions on different tours or employees new to a facility will have the opportunity to submit their preselection options within 7 days of assuming their new position. Employees will also have an opportunity to change or modify their preselection options once every 6 months.

6. Assignment of Part-Time Employees to a Withheld Vacancy:

- a. Prior to assigning transitional employees to withheld/held pending reversion vacant positions, management will assign the senior qualified part-time flexible employee to cover the withheld/held pending reversion vacancy, and may backfill the part-time flexible employee's position with a transitional employee. The assignment of the part-time flexible employee to the withheld/held pending reversion vacancy does not change the workhour guarantees.
- b. Part-time flexible employee hours worked in withheld/held pending reversion vacancies will not be considered when determining whether the criteria has been met for conversion to full-time pursuant to any maximization obligations the employer may have, or otherwise entitle the part-time flexible to any rights or benefits greater than other part-time flexible employees.
- c. If the senior part-time flexible employee does not possess the required skills for the withheld/held pending reversion vacancy, the part-time flexible will be bypassed. If there are no qualified part-time flexible employees, management may use a transitional employee to backfill the withheld/held pending reversion vacancy.

7. Bidding Provisions--Full-time Distribution Clerk, Machine:

- a. A full-time Distribution Clerk, Machine, who is restricted from bidding in accordance with



Article 37.3.B will be allowed to bid and these restrictions will be waived provided:

- (1) The employee is currently working in a position which is identified to be eliminated due to automation;
  - (2) The employee has completed a 90-day probationary period.
- b. If a full-time Distribution Clerk, Machine, is restricted from bidding pursuant to Article 37.3.B, and is the successful bidder on a duty assignment pursuant to Subsections a(1) and (2) above, the duty assignment will be held for the employee until his/her current position is eliminated or management may assign the employee to the duty assignment pursuant to the applicable craft articles of the National Agreement. This duty assignment will be covered in the same manner as a withheld position.
  - c. An employee who is restricted from bidding pursuant to Article 37.3.B may bid and be deemed the successful bidder only once.
8. Reassignment of Career Employees Outside of a Section, Craft, or Installation:
- a. Prior to reassigning career employees outside of a section, craft, or installation, management will offer impacted career employees, on a seniority basis, the opportunity to work any existing transitional assignment. Impacted career employees must be currently qualified to backfill these assignments.
  - b. There will be no out-of-schedule pay or training provided to qualify the impacted employees for these temporary assignments.
9. Layoff of Career Employees:
- a. Prior to laying off career employees, management will offer the impacted employees the opportunity to work any existing transitional assignments within the installation. The impacted employee must be currently qualified to backfill these assignments.
  - b. There will be no out-of-schedule pay or training provided to qualify the impacted employees for these temporary assignments.

## 10. Article 15:

- a. The parties recognize that transitional employees will have access to the grievance procedure for those provisions which the parties have agreed apply to transitional employees.
- b. Nothing herein will be construed as a waiver of the employer's obligation under the National Labor Relations Act. Transitional employees will not be discharged for exercising their rights under the grievance-arbitration procedure.
- c. Such employees will not be protected by the "just cause" provisions of Article 16. However, the employer cannot retaliate against transitional employees for filing grievances or invoking applicable contractual rights.
- d. In any arbitration case concerning a discharge of a transitional employee, the union will bear the burden of proof in establishing that the employer's chief motivation for such a discharge was for retaliation for protected activity.

## Attachments

Sherry A. Cagnoli  
 Sherry A. Cagnoli  
 Assistant Postmaster General  
 Labor Relations Department  
 U.S. Postal Service

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

Date:

12/3/91

### Q and A - Transitional Employees, APWU

The Postal Service and the American Postal Workers Union, AFL-CIO, have jointly produced this question and answer document on APWU transitional employees (TE). After each response, a specific reference is given from the Transitional Employee Agreement except where the response contains the appropriate reference.

1. Is the 359-day limitation within a calendar year?

Answer: The 359 days run continuously and may cross over 2 calendar years. (ref. item 1.b)

2. Can a TE be assigned to more than one vacancy during the 359-day appointment?

Answer: Yes. As long as it is a vacancy created in accordance with the TE Agreement. (ref. item 1.b)

3. What is the status of a TE who occupies a position that is filled or reverted? Can he/she remain on the rolls within the 359-day limitation until another vacancy is identified?

Answer: The TE may or may not remain on the rolls. There is no requirement to terminate, but the TE may not work EXCEPT pursuant to the TE Agreement. (ref. item 1.b)

4. Could you give examples of residual vacancies?

Answer: "Residual vacancies" are those positions that remain vacant after the completion of the voluntary bidding process. Two examples of residual vacancies are: (1) Where there is no bidder for a vacancy, and (2) there is no successful bidder. (ref. item 1.b)

5. If a PTF is converted to full-time, does the reduction in the PTF complement constitute attrition?

Answer: No. You only have attrition if there is a reduction in the employee complement. (ref. item 1.d)

6. What happens to a TE who occupies a job filled by a presently qualified excessed employee?

Answer: The TE is either terminated or assigned to another vacancy created pursuant to the TE Agreement. You can only assign work pursuant to the TE agreement. (ref. item 1.e)

7. What must management provide to the local union prior to the designation of future vacancies for TE?

Answer: The information outlined in Part 2 of the TE agreement and Attachment B. (ref. item 2)

8. Can TEs be hired before vacancies exist?

Answer: TEs may be hired before a vacancy exists. However, they cannot be worked/utilized EXCEPT in accordance with the TE Agreement. (ref. item 1.e)

9. Are you required to fill future vacancies with career employees once the complement is met?

Answer: Once withholding levels are reached in accordance with Article 12, any additional withholdings require dialogue being held (in whatever form is presently utilized) at the regional level. (ref. item 4.c)

10. How are "impacted positions" identified on the local impact statement?

Answer: The impacted positions will be identified by position and location. The exact phrasing of the Impact Statement will be used. (ref. item 2, attachment B)

11. Does the local union have to be notified of the withholding of vacancies to qualify under the 90-day review?

Answer: Yes. The local union must be notified pursuant to paragraph 4b of the TE Agreement. (ref. item 4.b)

12. When does the 21-day period begin for employees to predetermine the workweeks they desire?

Answer: Local determination. After the employee has been notified that his position is impacted and opting procedures are in place. For example, management cannot let the 21-day period go by and then say that the person cannot opt. (ref. item 5.b)

13. Must each affected office establish a selection procedure?

Answer: Yes, if the office is affected. (ref. item 5.b)

14. Can an employee obtaining a new workweek return to his/her former assignment?

Answer: The employee may return to his/her former schedule only via the opting procedures. (ref. item 5.b)

15. Is this workweek selection process limited to the initial vacancy?

Answer: The process continues among those affected employees until a residual vacancy results. (ref. item 5.b)

16. How are TEs calculated in leave percentages?

Answer: TEs will be counted in the local leave program pursuant to local memoranda of understanding. If you have 100 employees (99 career employees and 1 TE), then for the purposes of leave you have 100 employees. (ref. item 1.g /attachment B)

17. What happens if no PTF or TE is qualified to perform the duties of a vacant position and it is necessary to provide on-the-clock training?

Answer: The PTF would be trained provided the assignment does not require additional training to backfill. In principle, a PTF will be with you for a long period of time. Therefore, you would train a PTF unless by moving this PTF, you would have to train two persons instead of one. (ref. item 6.a)

18. Can a senior PTF decline to fill the full-time vacancy?

Answer: If the assignment does not require training, the PTF must be assigned. If you have more than one qualified PTF (if the senior PTF prefers not to take it), be reasonable and assign the most junior. Give deference to seniority in this instance. (ref. item 6.a)

19. If an employee is serving a lock-in, what happens if the senior bidder completes the lock-in prior to release from the former assignment?

Answer: The employee goes to the bid assignment. (ref. item 7.b)

20. What occurs if the vacant position is a held pending reversion assignment and the impacting automation is deployed?

Answer: The position is reverted as long as the conditions in Part 1.f (of the TE Agreement) are met. The TE could no longer be allowed to work the assignment. (ref. item 1.f)

21. Can TEs be assigned to a section, craft, or installation prior to employees with retreat rights?

Answer: TEs can be assigned only to temporary vacancies (withheld/withheld pending reversion). Full-time employees can retreat only to permanent vacancies. (ref. item 8)

22. Are the limitations on excessing or layoffs intended to provide restrictions greater than those contained in Articles 12 and 6?

Answer: No. (ref. item 9)

23. Can TEs be used on nonscheduled days or beyond 40 hours prior to resorting to the ODL?

Answer: No. Do NOT manipulate the TE's schedule rather than using someone from the overtime desired list in order to avoid this principle. (ref. item Article 8, Section 4.G)

24. Will TEs wages be multi-rated depending on the work performed on a specific day?

Answer: No, that is not the intent. TEs will be paid at Step A or Step AA, as appropriate, of the part-time flexible basic hourly rate of the position to which they are assigned. (ref. item Article 9, Section 10.A)

25. Can TEs be disciplined?

Answer: No. Progressive discipline is not a factor in TE employment. This does not mean that there is no dialogue. (For example, a manager informing the person that they have performed unsatisfactorily. (ref. item 10.c)

26. Will TEs be required to wear uniforms?

Answer: This is a question that is subject to further discussion at the national level.

27. Are part-time regulars provided with an option for assignments prior to TEs?

Answer: No, except in the maintenance craft. (ref. item 5.a)

28. Is there a contractual requirement to assign unassigned regulars prior to placing a PTF or a TE in a vacancy?

Answer: Yes, pursuant to Article 37, Section 3.F.10.

29. Under what circumstances can vacancies be withheld in the maintenance or MVS crafts and for what period of time?

Answer: Under Article 12 provisions, vacancies in the maintenance or MVS crafts may be withheld for an indefinite period of time. However, where there is no anticipation of the vacancy being filled by an excess employee, the vacancy should not be withheld.

30. Can TEs be placed in jobs that were reverted?

Answer: No. Once reverted, those jobs are gone. You can, however, create duty assignments and fill residual vacancies pursuant to the TE agreement. (ref. item 1.c)

31. We have been reverting positions identified as impacted for a period of time. Can we reclaim those positions and fill them with a TE under the withheld pending reversion clause? If no, what is the start date for accumulating these positions?

Answer: No. Start date, 12-03-91. Once a position is reverted, it is gone. (ref. item 1.c)

32. We currently have no PTFs in the MPLSM area. May we place TEs in the impacted area in place of part-time flexible employees?

Answer: TEs may be placed in specific positions, not areas. (ref. item 1.d)

33. Is opting and/or the one bid counted toward the five-bid limitation of the contract?

Answer: No. The opting procedure is not a bid. (ref. item 7.c)

34. When TEs are separated, do we pay them terminal leave?

Answer: TEs are paid only for unused accrued annual leave. (ref. item 1.g)

35. For attachments B 1-3, do these reports have to be in this specific format or can we use CMS reports, etc., as long as the information they require is included?

Answer: Utilize the report format provided. (ref. item 2)



36. Under item 8.a., page 5, if this is an excessing out of the installation, what happens to the seniority rights of the excessed employee who opts to take a transitional assignment?

Answer: Opting has no effect on seniority.

37. What is the baseline date for each category on the Impacted Office Employee Status Report? It is our understanding that it is A/P 11, FY 1991.

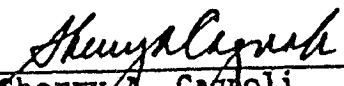
Answer: 12-03-91 is the baseline date.

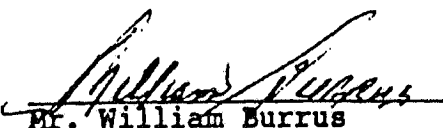
38. Does the Memorandum permit the hiring of a TE to cover for the attrition of a full-time unassigned employee?

Answer: No. TEs may only be used pursuant to the TE Agreement (withheld/withheld pending reversion or to cover PTF attrition). (ref. item 6)

39. Is the "impacted site" the location where the equipment is being deployed or the location where the impacted position has been identified?

Answer: It could be both. For example, a site which receives RBCS impacts assignments over a wide area. (ref. item 2.f)

  
Sherry A. Cagnoli  
Assistant Postmaster General  
Labor Relations Department  
U.S. Postal Service

  
Mr. William Burrus  
Executive Vice President  
American Postal Workers  
Union, AFL-CIO

## ATTACHMENT A

### TRANSITIONAL EMPLOYEE ANNUAL LEAVE PROVISIONS:

#### I. GENERAL

A. Purpose. Annual leave is provided to transitional employees for rest, recreation, emergency purposes, and illness or injury.

1. Accrual of Annual Leave. Transitional employees 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. Payment For Accumulated Annual Leave. A separating transitional employee may receive a lump-sum payment for accumulated annual leave subject to the following condition:

- a. A transitional employee 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.

#### II. AUTHORIZING ANNUAL LEAVE

- A. General. Except for emergencies, annual leave for transitional employees must be requested on Form 3971 and approved in advance by the appropriate supervisor.

- B. **Emergencies and Illness or Injury.** An exception to the advance approval requirement is made for emergencies and illness or injury; however, in these situations, the transitional employee must notify appropriate postal authorities as soon as possible as to the emergency or illness/injury and the expected duration of the absence. As soon as possible after return to duty, transitional employees must submit Form 3971 and explain the reason for the emergency or illness/injury to their supervisor. Supervisors approve or disapprove the leave request. When the request is disapproved, the absence may be recorded as AWOL at the discretion of the supervisor as outlined in Section IV.B below.

### III. UNSCHEDULED ABSENCE

- A. **Definition.** Unscheduled absences are any absences from work that are not requested and approved in advance.
- B. **Transitional Employee Responsibilities.** Transitional employees are expected to maintain their assigned schedule and must make every effort to avoid unscheduled absences. In addition, transitional employees must provide acceptable evidence for absences when required.

### IV. FORM 3971, REQUEST FOR, OR NOTIFICATION OF, ABSENCE

- A. **Purpose.** Application for annual leave is made in writing, in duplicate, on Form 3971, Request for, or Notification of, Absence.
- B. **Approval/Disapproval.** The supervisor is responsible for approving or disapproving application for annual leave by signing Form 3971, a copy of which is given to the transitional employee. If a supervisor does not approve an application for leave, the disapproved block on Form 3971 is checked and the reasons given in writing in the space provided. When a request is disapproved, the reasons for disapproval must be noted. AWOL determinations must be similarly noted.

**ATTACHMENT B****IMPACTED OFFICE EMPLOYEE STATUS REPORT**

Projected Reduction for Transition Period: LDC 11 \_\_\_\_\_  
LDC 12/Letters \_\_\_\_\_  
LDC 12/Flats \_\_\_\_\_  
Other Clerical; \_\_\_\_\_  
except LDC 42 \_\_\_\_\_  
  
Total: \_\_\_\_\_

**QUARTERLY UPDATE**

FULL-TIME:	Baseline	PQ 1	PQ 2	PQ 3	PQ 4
LDC 11	_____	_____	_____	_____	_____
LDC 12/Letters	_____	_____	_____	_____	_____
LDC 12/Flats	_____	_____	_____	_____	_____
Other Clerical; except LDC 42	_____	_____	_____	_____	_____
Total:	_____	_____	_____	_____	_____

PART-TIME:	Baseline	PQ 1	PQ 2	PQ 3	PQ 4
LDC 11	_____	_____	_____	_____	_____
LDC 12/Letters	_____	_____	_____	_____	_____
LDC 12/Flats	_____	_____	_____	_____	_____
Other Clerical; except LDC 42	_____	_____	_____	_____	_____
Total:	_____	_____	_____	_____	_____

POSITIONS WITHHELD - SEE ATTACHMENT B1

POSITIONS HELD PENDING REVERSION - SEE ATTACHMENT B2

PART-TIME ASSIGNMENTS - SEE ATTACHMENT B3

### Positions Withheld

**Job Number**

[illegible][illegible]

### Positions Held Pending Reversion

Assignment Job Number

This image shows a vertical page from a notebook or ledger. It features approximately 20 evenly spaced horizontal black lines on a white background, providing a template for writing. There are no margins, text, or other markings present on the page.[illegible]

### Part-time Assignments

Replaced Part-time  
Employee's Name

[illegible][illegible]

# REGIONAL COMPLEMENT REDUCTION REPORT

REGION	FY
--------	----

## PROJECTED REGIONAL REDUCTION

Division \_\_\_\_\_  
MSC:

**Projected Reduction:**

Divisional Total:

**Impacted Offices:**

**POSITIONS WITHHELD**  
**PQ2 PQ3**

02      **ATTRITION**      PQ3

**\*DIVISIONAL SUBTOTALS:**

\* Regional totals calculated on final page of report.



ATTACHMENT C - Continued

REGIONAL COMPLEMENT REDUCTION REPORT

SUMMARY

REGION / FY \_\_\_\_\_

PROJECTED REGIONAL REDUCTION: \_\_\_\_\_

REGIONAL TOTALS

ATTRITION:

Postal Quarter (PQ) 1 \_\_\_\_\_ PQ 2 \_\_\_\_\_ PQ 3 \_\_\_\_\_ PQ 4 \_\_\_\_\_

Fiscal Year \_\_\_\_\_ TOTAL: \_\_\_\_\_

POSITIONS WITHHELD:

Postal Quarter (PQ) 1 \_\_\_\_\_ PQ 2 \_\_\_\_\_ PQ 3 \_\_\_\_\_ PQ 4 \_\_\_\_\_

Fiscal Year \_\_\_\_\_ TOTAL: \_\_\_\_\_

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

Re: Transitional Employees

The parties agree that only the following articles and portions of articles of the National Agreement as they appear in bold face print below apply to transitional employees:

Article 1  
Article 2  
Article 3  
Article 5  
Article 7

ARTICLE 7  
EMPLOYEE CLASSIFICATION

Section 1. Definition and Use

\* \* \* \* \*

C. Transitional Work Force--APWU

1. The transitional work force shall be comprised of noncareer, bargaining unit employees utilized to fill vacated assignments as follows:
  - a. Transitional employees may be used to cover duty assignments which are due to be eliminated by automation and residual vacancies withheld pursuant to Article 12.
  - b. Transitional employees may be used to replace part-time attrition. 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.

2. Transitional employees shall be hired pursuant to such procedures as the Employer may establish. They will be hired for a term not to exceed 359 calendar days for each appointment. Such employees have no daily or weekly work hour guarantees. Transitional employees will have a break in service of at least 6 days between appointments.
3. The use of transitional employees will be phased out as the deployed automated equipment becomes operationally proficient.

## Article 8

### ARTICLE 8 HOURS OF WORK

#### Section 3. Exceptions

The above shall not apply to part-time employees and transitional employees.

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.

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

#### Section 4.G. Overtime Work

Transitional employees shall be paid overtime for work performed in excess of forty (40) work hours in any one service week. Overtime pay for transitional employees is to be paid at the rate of one and one-half (1-1/2) 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 transitional employee in excess of eight (8) work hours in a service day, 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.

#### Section 7. Night Shift Differential

For time worked between the hours of 6:00 p.m. and 6:00 a.m. employees shall be paid additional compensation at the rate of ten percent (10%) of the base hourly straight-time rate.

For time worked between the hours of 6:00 p.m. and 6:00 a.m. transitional employees shall be paid additional compensation at the rate of ten percent (10%) of the basic hourly straight-time rate.

#### Section 9. Wash-up Time

Installation heads shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials. The amount of wash-up time granted each employee shall be subject to the grievance procedure.

The preceding paragraph shall apply to transitional employees.

### Article 9

#### ARTICLE 9 SALARIES AND WAGES

#### Section 10. Transitional Employee

During the term of the 1990 Agreement, transitional employees' hourly rate will be as provided in this section.

- A. Transitional employees hired during the life of this agreement will be hired at Level 4, Step A, part-time flexible employee basic salary.
- B. Transitional employees will be paid at Step A of the part-time flexible basic hourly rate of the position to which they are assigned.

## Article 10

ARTICLE 10  
LEAVE

## Section 2. Leave Regulations.

- A. The leave regulations in Subchapter 510 of the Employee and Labor Relations Manual, insofar as such regulations establish wages, hours and working conditions of employees covered by this Agreement, other than transitional employees, shall remain in effect for the life of this Agreement.
- B. Career employees will be given preference over noncareer employees when scheduling annual leave. This preference will take into consideration that scheduling is done on a tour-by-tour basis and that employee skills are a determining factor in this decision.

## Article 11

ARTICLE 11  
HOLIDAYS

## Section 6. Holiday Schedule

- D. Transitional employees will be scheduled for work on a holiday or designated holiday after all full-time volunteers are scheduled to work on their holiday or designated holiday. They will be scheduled, to the extent possible, prior to any full-time volunteers or nonvolunteers being scheduled to work a nonscheduled day or any full-time nonvolunteers being required to work their holiday or designated holiday. If the parties have locally negotiated a pecking order that would schedule full-time volunteers on a nonscheduled day, the Local Memorandum of Understanding will apply.

Article 14

Article 15

Article 17 - Sections 2, 6, and 7

Article 18

Article 19

ARTICLE 19  
HANDBOOKS AND MANUALS

New paragraph 3: Article 19 shall apply in that those parts of all handbooks, manuals and published regulations of the Postal Service, which directly relate to wages, hours or working conditions shall apply to transitional employees only to the extent consistent with other rights and characteristics of transitional employees negotiated in this Agreement and otherwise as they apply to the supplemental work force. The Employer shall have the right to make changes to handbooks, manuals and published regulations as they relate to transitional employees pursuant to the same standards and procedures found in Article 19 of this Agreement.

Article 20

Article 22

Article 23

Article 24

Article 27

Article 28

Article 31

Article 32

Article 34

Article 36

Article 42

Article 43

Only the following Memorandums of Understanding from the 1990  
National Agreement shall apply to Transitional Employees:

Use of Privately Owned Vehicles  
Leave Sharing  
Leave Without Pay

Sherry A. Cagnoli  
Sherry A. Cagnoli  
Assistant Postmaster General  
Labor Relations Department  
U.S. Postal Service

Mo Biller  
Mo Biller  
President  
American Postal Workers  
Union, AFL-CIO

Date:

12/3/91

## UNITED STATES POSTAL SERVICE

Washington, DC 20260

DATE:

DEC 06 1993

OUR REF:

LR400:PASgro:cmv:20260-4125

SUBJECT:

Casual Time Toward 359 Day Term

TO:

Paul V. Tartaglia  
Manager, Human Resources  
New York Metro Area

This memorandum is in response to your November 19 correspondence and concerns the correct method of determining a 359-day term for a Transitional Employee (TE) who has served casual appointment(s) for purposes of a 6-day break and eligibility towards taking in-service examinations.

359-DAY TERM/6-DAY BREAK

In determining when a TE has served a 359-day term, it is necessary to add any casual time served immediately prior to becoming a TE WHEN THERE IS NO BREAK IN SERVICE BETWEEN THE CASUAL AND TE APPOINTMENT. For example, a TE was serving a casual term and had served 80 days and was then converted, without a break, to a TE. The 80 days count toward the 359-day term and that TE must be broken after 279 days as a TE (80 day casual, 279 day TE = 359 days).

If there was any break between the casual appointment and the TE appointment, then he/she can serve the entire 359 days as a TE.

IN-SERVICE EXAMINATION ELIGIBILITY

In determining whether or not a TE has accumulated the 180 days as a TE to be eligible for the in-service examination (in accordance with the September 24 MOU), no casual time is added, regardless of whether there was a break or not.

Simply put, the 180 days must be all as a TE.



In addition, all TE time counts towards the 180 days required to take the in-service exams, even if there is a break. For example, if an employee works 100 days as a TE, is broken for the 6 days and returned, that employee would only need to work 80 additional days to accumulate the 180 days required to be eligible to take the in-service exams (100 + 80 TE days = 180).

If there are any questions regarding the foregoing, please contact Peter Sgro of my staff at 202-268-3824.

~~Isignant William J. Downes~~

William J. Downes  
Manager  
Contract Administration APWU/NPMHU  
Labor Relations

cc: Managers, Human Resources, All Areas  
Managers, Human Resources, All Districts

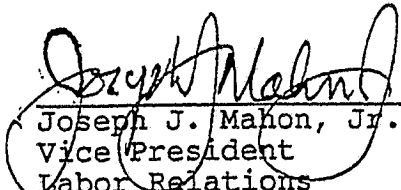
bcc: Mr. Mahon  
Mr. Downes  
Mr. Warren  
Ms. Cagnoli  
Mr. Froelke  
Mr. DeMarco  
Mr. Vegliante  
Mr. Scola  
Mr. Jacobs

File: TE  
Sgro Reading File

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

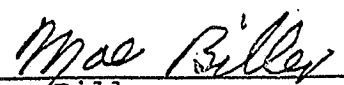
In the interest of enhancing career employment opportunities for APWU transitional employees, the Postal Service and the APWU agree as follows:

1. APWU transitional employees (TEs) (as set forth in the TE agreements of 12/31/91 and 2/2/93), who have completed 180 days of employment as a TE and are still on the TE rolls, may take two entrance examinations for career positions in APWU-represented crafts. Only two such examination opportunities will be provided each eligible TE pursuant to this memorandum, except that eligible TEs will be permitted to retake any exams which are subsequently discontinued and replaced.
2. Eligible TEs who wish to take entrance examinations for career positions in APWU-represented crafts must submit their requests in writing to the appropriate personnel office. The local union will be provided written notification of TEs who have submitted such requests. The requested examinations will be administered to eligible TEs consistent with normal scheduling of the exams.
3. Each TE's exam results will be scored, including any applicable veterans' preference points, and passing scores will be merged with the existing register for that exam. Eligible TEs who already have a passing test score on the same register will have the option of merging the new test score with the existing register in lieu of their old test score. Thereafter, normal competitive selection procedures will apply in making appointments to career positions.
4. This agreement will be effective through November 20, 1994. Nothing herein is intended to limit any veterans' preference in hiring as established by law.

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

Date

September 24, 1993 SEP 1993  
Received  
Office of The  
Executive  
Vice President

  
Moe Biller  
President  
American Postal Workers  
Union, AFL-CIO

Date

September 24, 1993



UNITED STATES POSTAL SERVICE  
475 L'ENFANT PLAZA SW  
WASHINGTON DC 20260-4000

September 24, 1993

Mr. Moe Biller  
President  
American Postal Workers  
Union, AFL-CIO  
1300 L Street, N.W.  
Washington, DC 20005-4128

Dear Moe:


This letter is to follow up a meeting with Mr. James McCarthy and Mr. Tommy Thompson, Assistant Directors of the Clerk Craft and Peter Sgro of my staff on September 16. The issues discussed at the meeting were if APWU Clerk TEs are trained and qualify on the skills of a duty assignment, do these skills carry over when they are hired as career employees, and are they currently considered qualified?

The position of the Postal Service is that APWU Clerk TEs who are properly trained on a duty assignment and qualify in their TE appointments will be considered qualified on the duty assignments as career employees. Properly trained will mean the employee received the same training career employees receive and he/she qualified under the same standards imposed on career employees.

Although the meeting was held with APWU Clerk officials, this position would apply to all APWU craft TEs. If you disagree with the above stated position, please contact this office with your objections and/or grounds of disagreement.

If there are any questions, please contact Mr. Sgro at (202) 268-3824.

Sincerely,

  
Anthony J. Vegliante  
Manager  
Grievance and Arbitration

cc: Mr. Green  
Mr. Jacobson



WILLIAM J. HENDERSON  
VICE PRESIDENT EMPLOYEE RELATIONS

UNITED STATES POSTAL SERVICE  
475 L'ENFANT PLAZA SW  
WASHINGTON DC 20260-4200

164

September 28, 1993



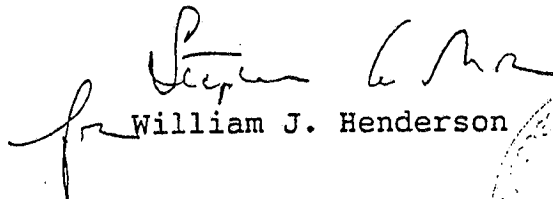
MEMORANDUM FOR MANAGERS, HUMAN RESOURCES (AREA)  
MANAGERS, HUMAN RESOURCES (DISTRICT)

SUBJECT: Implementation Procedures for Enhanced Career  
Opportunities for APWU Transitional Employees

Enclosed is a guidance package for implementation of the Memorandum of Understanding (MOU) dated September 24, 1993. It essentially provides that eligible Transitional Employees (TE's) may take two entrance examinations for positions in APWU-represented crafts. In order to minimize additional work load on personnel offices, testing may be accomplished along with other required quarterly veteran testing. For examinations which are not otherwise scheduled quarterly, testing is to be done no later than within six months of when request was made.

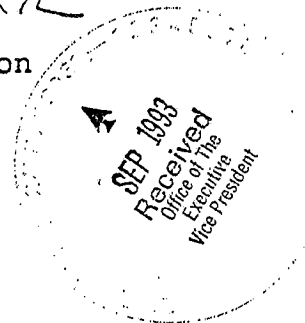
Offices should immediately notify APWU-represented TE's who already meet the service requirements that they may submit a request and be scheduled for the examination. Although the new battery test has been deployed, the 440, 400, and 450 examinations can continue to be used for this testing, until your office has opened the entrance battery and results have been loaded to your hiring and testing registers.

Please contact Michael Phillips on (202) 268-3976 or Beth Campbell on (202) 268-3973 if you or your staff have questions or need additional information.

  
William J. Henderson

Enclosure

cc: Samuel Green, Jr.  
Peter A. Jacobson  
Joseph J. Mahon, Jr.  
Sherry Cagnoli



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# Implementation Procedures for Enhanced Career Opportunities for APWU TEs

## 1. Notify APWU TEs

Post a notice in post offices, stations, branches and processing and distribution centers where current APWU Transitional Employees (TEs) are employed explaining that:

APWU TEs may take an entrance examination for any register used to fill career positions for APWU crafts if they have completed 180 days of employment as a TE and are still on the rolls as a TE. Two opportunities will be provided to each eligible TE. Former TEs who are no longer employed by the Postal Service are not eligible to request to take the examination under the USPS-APWU Memorandum of Understanding (copy attached). TEs who are being reappointed and are merely serving their six-day break in service can be scheduled for the examination.

APWU TEs may submit their request to take the examination at any time after they have met the 180-day requirement. Requests should be submitted to the personnel office, or if there is no personnel office on site, to the TE's postmaster or immediate manager.

Upon receiving the request, the personnel office will provide the TE with a Form 2479-A/B, *Application Card/Admission Card* to be completed, with instructions on where to return the completed card. The TE must apply to take the entrance examination for a register that services the installation where he or she is currently employed. Applications may be accepted in person or by mail.

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Future APWU TEs should be advised at the appointment stage of the employment process that they will become eligible to request the examination after completion of the 180-day requirement. They should be advised that it will be their responsibility to submit a request for the examination once the service requirement is met.

## **2. Verify Entitlement**

The personnel office verifies that employees meet the 180-day requirement and stamps Form 2479-B "Delayed - APWU TE." TEs who have not yet met their 180-day requirement in their current appointment, but did meet their 180-day requirement in a previous APWU TE appointment, are eligible. Each APWU TE gets an opportunity to take two entrance examinations pursuant to the Memorandum of Understanding. An eligible TE could take two different entrance examinations or the same entrance examination twice.

Eligible TEs will also be permitted to retake any examination which is subsequently discontinued and replaced. Taking an entrance examination as a part of an announcement to the general public does not count against the two opportunities pursuant to the Memorandum of Understanding.

## **3. Schedule Examination**

Major examinations should be given to eligible TEs who have submitted requests on a quarterly basis. However, in no event should TEs be scheduled for examinations later than six months from when the request was made.

To the extent feasible, testing should be scheduled to coincide with other testing needs, e.g., veteran testing, inservice or qualification testing for special programs.

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## 4. Administer Examination

For examinations that are also used for non-APWU crafts, during the completion of the biographical grids, examiner and monitors should be especially watchful of applicants who have their 2479s stamped "Delayed - APWU TE." Completion of the job choice grid must be monitored so that APWU TEs grid only APWU crafts and no other choice. As described in the Applicant Instructions, APWU TEs will grid circle labeled "3" for "Delayed" in the Special Instructions grid. They will also grid "Entrance" for the Exam Type grid. If the examination is for an Area Eligibility Register, the applicant may choose up to three offices. Examiner and monitors should not attempt to edit office choices.

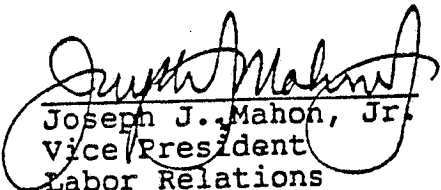
## 5. Merge Results

Ratings are merged with existing eligibilities on the Hiring and Testing data base or on manual registers. If a rating inadvertently gets loaded to a register not used for APWU crafts, the rating should be deleted or inactivated from that register. If an APWU TE already has an active rating on the register, then the TE has the option of replacing the existing rating with the new one. However, the TE must be informed that if he or she elects to keep their existing rating, then the eligibility period of the existing rating will stand as it is and cannot be changed.

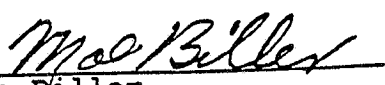
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNITED STATES POSTAL SERVICE  
AND THE  
AMERICAN POSTAL WORKERS UNION, AFL-CIO

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

Date September 24, 1993

  
Moe Biller  
President  
American Postal Workers  
Union, AFL-CIO

Date September 24, 1993