

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO

RE: TRANSITIONAL EMPLOYEES/PART-TIME FLEXIBLE CONVERSIONS

1. All part-time flexibles (PTF's) currently on the rolls will be offered an opportunity to convert to full-time regular status by November 20, 1994. The conversion opportunity may be contingent on the PTF's agreement to move to an available full-time assignment during this period. However, 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 and that inconvenience and disruption to PTF's will be minimized.

PTF's will be converted to available full-time assignments in their current installation. If insufficient full-time assignments are available to accommodate all PTF's in an installation, the remaining PTF's will be offered the opportunity to transfer to available full-time assignments within the commuting area, and the local union will be provided a list of all such assignments. The ~~local~~ union representative will be responsible for ascertaining the preferences, by use of seniority, of the PTF's who decide to accept a conversion opportunity in another installation and for communicating that preference to management. If PTF's from different installations seek the same assignment in another installation, craft seniority will determine which PTF gets that conversion opportunity.

If the foregoing process does not result in the offer of a conversion to all PTF's in an installation, the Postal Service will identify other conversion opportunities, including assignments outside the commuting area, during the conversion period. Any decision by a PTF to transfer to another office under this agreement will be considered voluntary.

2. In lieu of the DSSA analysis provided in the January 16, 1992 NALC TE arbitration award, the parties will use the impact formula contained in the September 21, 1992 Hempstead Memorandum of Understanding to determine the number of TE hours allowed in a delivery unit due to automation impact. All such TE's will be separated in a delivery unit when DPS is on line and operational.

3. The parties further agree that in offices (automation impacted or non-impacted) where the number of PTF conversions exceeds the number of TE's allowed under the above impact formula, additional TE's may be hired to replace such PTF attrition. All such TE's will be separated from the rolls by November 20, 1994.

4. All pending national grievances seeking conversion of PTF's will be resolved by offering the affected PTF's the opportunity to convert to full-time regular assignments on a priority basis pursuant to this agreement. This agreement is without prejudice to the positions of either party with respect to any interpretive issue.

5. The parties at the local level will meet to review the current TE complement and pending TE or PTF grievances, as follows:

- o The meeting will occur after the joint training and during the local meeting on Hempstead issues;
- o The parties will attempt to resolve any pending grievances, including appropriate remedies for violations, if any. The Postal Service's liability, if any, will be limited to any TE hours in excess of that allowed by paragraphs 2 and 3 above which occurred prior to the date of this agreement.
- o If TE hours in a delivery unit exceed that allowed by paragraphs 2 and 3 above, management must, no later than 3/1/93, either: (1) relocate TE's to another delivery unit to stay within the allowable limits; or (2) reduce work hours per TE, so as to stay within the allowable limits; or (3) remove excess TE's from the rolls.

6. The parties herein express the desirability of affording future career employment opportunities to TE's. Consistent with that view, the parties agree to jointly explore the feasibility of such career opportunities, consistent with applicable law.

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