

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

RE: TE/PTF CONVERSION MOU - WHAT CONVERSIONS COUNT TOWARD
EMPLOYER OBLIGATION

This Memorandum of Intent (MOI) details the understanding between the parties of what counts toward the employer's obligation under Section 1.B.(1). in the Memorandum Of Understanding (MOU) signed February 2, 1993.

Following are the basic principles to be used in determining which opportunities count towards the obligation as described above.

When the APWU Regional Coordinator is provided an opportunity to fill a full-time career position, that opportunity will count toward the employer's obligation under Section 1.B.(1). of the MOU.

When the APWU Regional Coordinator is provided an opportunity to fill a part-time flexible career position, that opportunity will count toward the employer's obligation under Section 1.B.(1). of the MOU when the PTF is subsequently converted to full-time.

Conversions of PTFs Within Own Installation
(Less than 100 Career Clerk Craft Employee Installations)

All PTFs on the rolls on February 2, 1993, in less than 100 career clerk craft employee installations, converted to full-time regular status within their own installation will count.

Full-Time Regular Positions

All full-time regular opportunities provided to the APWU Regional Coordinator in accordance with the MOU will count.

Part-Time Flexible Positions

If the APWU Regional Coordinator is provided with a PTF position to be filled and supplies a PTF/PTR/FTR employee who is accepted for the transfer, any subsequent conversion of the PTF to full-time regular will count.

If the APWU Regional Coordinator is provided with a PTF position to be filled and is unable to provide a PTF/PTR/FTR transfer, the Postal Service may proceed to fill the need through hiring. A subsequent conversion of the PTF

to full-time regular will count.

If the APWU Regional Coordinator is NOT provided with a PTF position to be filled and the Postal Service fills the need through hiring, a subsequent conversion of the PTF to full-time regular does NOT count, unless the PTR opportunity was provided to the APWU Regional Coordinator and the Coordinator provided the PTF in question.

If the employer hires a PTR who is subsequently converted to PTF and eventually converted to full-time regular, it will NOT count unless the PTF opportunity was provided to the APWU Regional Coordinator and the Coordinator provided the PTR in question.

These provisions will be in effect only for the duration of the MOU signed February 2, 1993 or until the employer's obligations to offer opportunities is complete.

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

Date: 4-6-93

William Downes
William Downes
Manager
Contract Administration
APWU/NPMHU

Date: 4-6-93

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

160 PTF
CONVERSIONS

RE: PTF OPPORTUNITIES FOR CONVERSION TO OTHER THAN OWN
INSTALLATION -- CLARIFICATION TO SECTION 1.B.(4).c. OF MOU
SIGNED FEBRUARY 2, 1993

This memo of intent clarifies Section 1.B.(4).c of the MOU signed between the parties on February 2, 1993 concerning the conversion of PTFs and hiring/utilization of TEs in the crafts represented by the APWU.

Section 1.B.(4).c. reads as follows:

"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."

As further clarification of the intent of the parties in this provision, the following will apply:

Before conversion to full-time, the employee must meet the skill requirements of the position selected for. Therefore, the following process will be used when transferring PTFs for the purposes of conversion under the MOU.

1. Upon identification by the APWU Regional Coordinator of the PTF for placement, the PTF may be detailed to the gaining office.
2. The PTF will be given appropriate training.
3. If the PTF passes training, conversion is made. For purposes of seniority, the date of detail assignment is the seniority date.
4. If the PTF fails training, the employee may be returned to former installation as a PTF with no loss in seniority or be converted to full-time in the gaining installation, at the option of the employer. (If the employer exercises the option to retain the PTF and convert him/her in the gaining installation, his/her seniority date will be the date of the conversion)

5. The Area office will compile a list of all opportunities given to the APWU Regional Coordinator in accordance with this section and the MOU. The Area office will simultaneously forward a copy of the list to William J. Downes, Manager, Contract Administration APWU/NPMHU.

William Burrus

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

Date: 3-23-93

William J. Downes

William J. Downes
Manager
Contract Administration APWU/NPMHU
Labor Relations
U.S. Postal Service

Date: 3-23-93

Questions and Answers on the Memorandum of Understanding
Signed February 2, 1993

RE: PTF Conversions/TE Hiring and Use

Prepared Jointly
by
The American Postal Workers Union, AFL-CIO, and
The United States Postal Service

The following questions and answers are provided to clarify the MOU signed between the parties regarding PTF conversions and TE hiring and utilization:

1. Section 1.A.(1).

Can the conversions be completed over a period of time, such as one per pay period?

The conversions can be completed over a period of time as long as the national deadlines and minimums for each year are adhered to. However, if full time assignments are available, we would urge earlier conversions in order to maximize the number of opportunities for all the applicable PTFs.

2. Section 1.A.

Our office, as of the signing of this MOU, has 98 clerk craft employees on the rolls. During the life of this MOU we hire five additional employees which raises our clerk craft complement to 103. Must we convert the PTFs that were on the rolls as of the signing of this agreement, since we now exceed the 100 clerk craft employee criteria?

No. For purposes of large and small installations as defined in the Memo, it is the number of career clerk craft employees as of February 2, 1993, the date the agreement was signed. From that date no installation can be changed to a different category for purposes of this agreement.

NOTE: If PTFs are hired, they will be converted IN THAT INSTALLATION before PTFs with more seniority from another installation are allowed to convert to that installation, in accordance with the national agreement.

3. Section 1.A. & B.

Can management convert PTFs to full-time without identifying a residual vacancy?

A. Yes, however the employee will be considered "unencumbered" and may be subsequently assigned to a residual vacancy.

4. Section 1.A. & B.

Are the conversions to full-time "regular" positions or can they be made to full-time "flexible".

A. The agreement provides for conversion to full-time "regular".

5. Section 1.B.4.b

What do you mean by the term unencumbered?

Unencumbered refers to a full-time employee not holding a bid assignment, which includes unassigned regular.

6. Section 1.A.(2).

How does section 1.A.(2) relate to those employees that were excessed to another craft within their installation, since they technically do not have retreat rights but must be returned to their craft at the first opportunity?

All excessed employees would be returned in accordance with Article 12 prior to converting existing PTF clerks in the installation.

7. Section 1.A.(2). & (3).

Can a local office that has employees with retreat rights elect to convert PTFs to full-time and retain them in the office, if all retreat right employees have been afforded their right to return?

A. Yes.

8. Section 1.B.(1)

What will be the criteria used to determine if there are available Full Time vacancies in an office?

The determination as to available full time vacancies is made locally. Some of the determining factors include the present and future needs of the office, the impact of the recent early retirements and a review of any grievances filed on maximization.

9. Section 1.B.(4).

In the Clerk craft, if the parties agree that previously "withheld" positions should be filled, what is the proper procedure?

A. "Withheld" positions are residual vacancies and should be filled through the assignment of unencumbered employees, transfers or the conversion and assignment of a PTF, in accordance with existing procedures.

10. Section 1.B.(3).

If full-time employees transfer under the liberalized rules will the employee retain full-time status.

A. The National Agreement provides that employees transferring from one installation to another become PTFs in the gaining installation, however, if there are no PTFs in the gaining installation such employees may be retained as full-time.

11. Section 1.A. & B.

If the opportunity for conversion is to a residual vacancy in a level different from that of the senior PTF, must the employee assume the level of the vacancy?

A. Yes.

NOTE: In terms of who gets opportunities in the different levels; if the conversion is within the installation, the conversions will be made in accordance with the terms of the national agreement; if the conversions are to another installation, the Regional union representative will make the determination.

12. Sections 1.A & B.

What is the seniority date of the employee who elects to go to another office to be converted?

He/she begins a new period of seniority in accordance with appropriate craft articles.

13. Sections 1.A. & B.

If the employee is required to be converted to another office due to no opportunities in his/her own office, does he/she have to accept the conversion to full time?

No.

14. Section 1.B.(3)

Are we required to accept transfers, if requested, without the normal review of the employee's record, eg. safety, attendance, etc.?

As stipulated in the agreement, the transfer rules will be liberalized for purposes of this MOU. The reason for relaxing the transfer rules is to open opportunities to fulfill the obligation of the MOU.

15. Section 1.B.(4).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". What does this mean? Can we convert outside the craft?

Other conversion opportunities means to positions created by a review of needs of the office, a review of maximization grievances, a need for additional duty assignments. No, it does not mean we can convert outside the craft.

16. Section 1.B.(4).b.

When are the lists of opportunities referenced in Section 1.B.(4).b. due to the appropriate APWU regional representative?

The lists are due to the APWU regional representative with enough lead time to allow them the 30 days to find the PTFs eligible and qualified to fill the conversion opportunity. Qualified is defined in the MOU on Page 308 of the collective bargaining agreement.

NOTE: Motor Vehicle and Special Delivery craft lists of opportunities will be provided to Labor Relations, Manager, Contract Administration APWU/NPMHU, 475 L'Enfant Plaza, Washington, DC, 20260-4127.

17. Section 1.B.(4).b.

Who will the APWU Regional representative provide the names of the eligible and qualified PTFs to?

The names will be provided to the Area Manager, Human Resources.

NOTE: Motor Vehicle and Special Delivery craft lists of eligible and qualified names will be provided to Labor Relations, Headquarters, who will then provide them to the appropriate Area Manager, Human Resources.

18. Section 1.B.(4).

How do employees become aware of the conversion opportunities and how do they notify their appropriate APWU regional coordinator?

The APWU Regional Coordinator will establish a procedure for the PTFs in his/her region.

19. Section 1.B.(4).

Can a PTF employee go directly to an installation head of another office to be afforded the opportunity for conversion?

No. All PTFs converted to full time outside their own installation will be coordinated through the APWU Regional representative.

20. Section 3.

If an assignment is created pursuant to Article 7.2.A. combining clerk and Special Delivery Messenger work, what craft will the converted SDM employee be assigned?

A. Special Delivery Messenger.

21. Section 4.

Can an assignment identified as "held pending reversion" be changed in regard to off days or hours?

A. No, but it can be reverted.

22. Section 4

What happens if the employer decides to decrease the number of assignments that had been identified to the union as "impacted"?

A. A new "impact statement" must be provided to the union pursuant to the parties' agreement identifying the changed conditions. Any subsequent postings of the former impacted positions must be posted installation wide pursuant to the craft articles.

23. Section 5

Will TEs be limited to work on "withheld", "held pending reversion" or "PTF attrition" assignments?

A. No. They may be worked on other assignments however they may not replace a employee on a bidded or opted assignment or be used in lieu of PTFs pursuant to Section 8.C.2. of this MOU.

24. Section 5

Is the "opting" process impacted by the new TE hiring authority?

A. No. Career Employees may still opt in accordance with the original TE agreement dated December 3, 1991.

25. Section 5.E.

"When there is a change in needs, the appropriate union representative will be notified in advance". Who has this responsibility and what appropriate union official will be notified?

Operations will be responsible for determining any change in needs. The information will be provided to Labor Relations. Labor Relations will have the responsibility to notify the APWU official. At the national level, the Manager, Contract Administration, APWU/NPMHU, will notify the President of the APWU and at the Area level the Area Managers will determine the change in needs for their area and designate responsibility for notifying the appropriate APWU Regional Coordinator.

26. Section 8.

Can unencumbered employees opt for vacant work weeks?

A. Yes, if the full time employee who is potentially impacted is performing identical duties, and possess the identical skills of the vacant duty assignment.

27. Section 9


Does the No Layoff provision apply only to each employee in the APWU union employed in the regular work force?

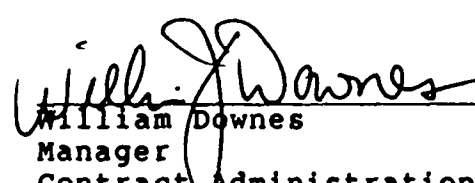
No. The no layoff applies to all bargaining unit employees in the regular work force represented by the APWU covered by the 1990 National Agreement.

28. Section 12

If the need to hire exists can we convert to career an existing TE employee without going to the hiring register?

This issue will be explored by the parties in accordance with Section 12 of the MOU.


William Burrows
Executive Vice President
American Postal Workers
Union, AFL-CIO

 2/12/93
William Downes
Manager
Contract Administration
U.S. Postal Service

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

Re: H7C-4M-C 30518
CLASS ACTION
CLARE, MI 48617

Dear Mr. Burrus:

Recently, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this case is whether or not the February 2, 1993, PTF/TE memo withdraws grievances alleging violations other than the conversion of PTFs or the hiring of TEs.

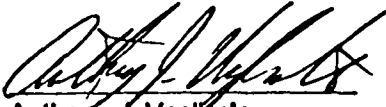
The PTF/TE memo is a full and final settlement of all grievances to date with regard to the hiring of transitional employees and the conversion of part-time flexible employees to full-time.

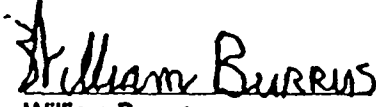
During our discussion, we agreed that questions in this case concerning whether a position was properly reverted are not nationally interpretive and are, therefore, suitable for resolution by the parties at Step 3 or regional arbitration, if necessary. If a position has been improperly reverted, the parties or a regional arbitrator may decide the issue based on appropriate Article(s) of the National Agreement.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.

Time limits at Step 4 were extended by mutual request.

Sincerely,


Anthony J. Vegliante
Manager
Grievance and Arbitration
Labor Relations


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

Date: 4-6-93