

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

The United States Postal Service, the American Postal Workers Union, AFL-CIO, and the National Association of Letter Carriers, AFL-CIO, hereby agree to the following remedy for the postal installations which have 200 or more man years of employment in the regular work force and have violated the 90/10 staffing requirement of Article 7, Section 3.A. The parties agree further to remand the following remedy to the aforementioned installations for application of the terms of this Memorandum of Understanding.


REMEDY FOR PAST VIOLATIONS:

- I. The remedy shall be retroactive to November 6, 1986, for the American Postal Workers union, AFL-CIO and for the National Association of Letter Carriers, AFL-CIO.
- II. Any installation with 200 or more man years of employment in the regular work force which is not presently in compliance with Article 7, Section 3.A, management shall immediately convert sufficient part-time flexibles to full-time regulars to meet the 90/10 staffing requirement.
- III. In any installation with 200 or more man years of employment in the regular work force which was not in compliance with the 90/10 staffing requirement in any particular accounting period during the period commencing November 6, 1986, and ending when the facility is in compliance, management will:
  - A. Identify those employees who would have been earlier converted to full-time regular had the installation been in compliance with the 90/10 staffing requirement.
  - B. Determine the date on which each employee should have been converted.

- IV. Each employee shall then be paid \$35.00 for each week commencing on the date the employee should have been converted to full-time regular and ending on the date the employee was actually converted.

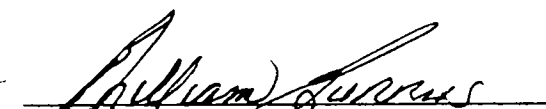
PROSPECTIVE REMEDY:

- I. Any installation with 200 or more man years of employment in the regular work force which fails to maintain the 90/10 staffing ratio in any accounting period, shall immediately convert and compensate the affected part-time employee(s) retroactively to the date which they should have been converted as follows:
- A. Paid the straight time rate for any hours less than 40 hours (five 8 hour days) worked in a particular week.
  - B. Paid the 8 hour guarantee for any day of work beyond five (5) days.
  - C. If appropriate, based upon the aforementioned, paid the applicable overtime rates.
  - D. Further, the schedule to which the employee is assigned when converted will be applied retroactively to the date the employee should have been converted and the employee will be paid out-of-schedule pay.
  - E. Where application of Items A-D, above, shows an employee is entitled to two or more rates of pay for the same work or time, management shall pay the highest of the rates.

  
 William J. Downes  
 Director  
 Labor Relations Department

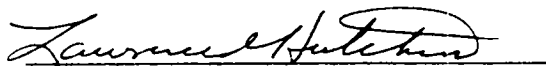
DATE

4/14/89

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

DATE

4-14-89

  
 Lawrence G. Hutchins  
 Vice President  
 National Association of  
 Letter Carriers, AFL-CIO

DATE

4/14/89

90/10 SETTLEMENT  
 JOINT STATEMENT OF CLARIFICATION OF THE  
 REMEDY

The parties hereby agree to clarify the prospective remedy of the 90/10 settlement as follows:

1. The 365 day restriction for bidding pursuant to Article 37.3.B.2, will begin the day the employee should have been converted to full-time Distribution Clerk, Machine.
2. The calculation of time for step increases for promotions will begin on the day the employee was actually converted to full-time and not when he should have been converted.

The settlement of this dispute has no impact on the pending grievance over proper compensation and step placement when promoted.

*William J. Downes*

William J. Downes  
 Director  
 Office of Contract Administration  
 Labor Relations Department  
 AFL-CIO

DATE 6-29-89

*William Burrus*

William Burrus  
 Executive Vice President  
 American Postal Workers  
 Union,

DATE 7-14-89

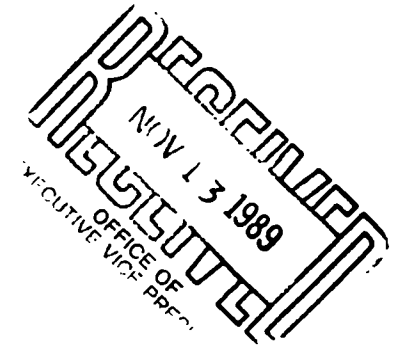


14

UNITED STATES POSTAL SERVICE  
Labor Relations Department  
475 L'Enfant Plaza, SW  
Washington, DC 20260-4100

November 7, 1989

Mr. William Burrus  
Executive Vice President  
American Postal Workers  
Union, AFL-CIO  
1300 L Street, N.W.  
Washington, DC 20005-4107



Dear Mr. Burrus:

In a recent conversation with members of my staff, you indicated that it is the position of the American Postal Workers Union that Article 12, Section 8, of the National Agreement prohibits the involuntary reassignment of part-time flexible employees.

The position of the Postal Service is that the provisions of Article 12.8. do not preclude the involuntary reassignment of part-time flexible employees.

The position of the Postal Service has remained unchanged since at least 1976 when this same question was raised by former APWU Director, Industrial Relations, Emmet Andrews. After being advised of the Postal Service's position on the issue, there is no indication that the APWU pursued the matter any further.

Further, it is the Postal Service's position that a 200 or more manyear facility that has exceeded in accordance with Article 12 shall be in compliance with Article 7.3.A (90/10) at the close of the accounting period in which the excessing has been completed.

Should you have any additional questions concerning this matter, please contact Anthony J. Vegliante at 268-3811.

Sincerely,

Joseph J. Mahon, Jr.  
Assistant Postmaster General



THE DEPUTY POSTMASTER GENERAL  
Washington, DC 20260-0050

March 18, 1983

MEMORANDUM FOR REGIONAL POSTMASTERS GENERAL

SUBJECT: 90/10 Staffing

Article 7, Section 3A of the USPS-APWU/NALC National Agreement requires that all postal installations which have 200 or more man years of employment in the regular work force be staffed with 90% full-time employees. To ensure compliance with this provision, each affected installation is to be notified to make a staffing review each accounting period.

If upon review, an affected installation is not in compliance, immediate action is to be taken to comply with the 90% full-time requirement. It should be noted, however, that pursuant to Article 12, Section 5B2 of the USPS-APWU/NALC National Agreement, the withholding of positions to accommodate excess employees is permitted. Except for those positions being withheld to accommodate reassigned employees the installation must be staffed with 90% full-time employees. This staffing requirement is a firm commitment, and failure to comply is unacceptable.

*C. Neil Benson*  
C. Neil Benson

- cc: Joseph F. Morris
- James C. Gildea
- Harry Penttala
- Eugene C. Hagburg

RECEIVED  
MAR 23 1983  
OFFICE OF  
EXECUTIVE VICE PRESIDENT