


MEMORANDUM OF UNDERSTANDING

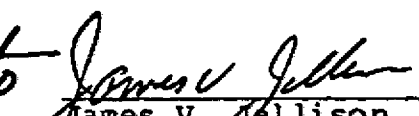
M-01025


Where a part-time flexible has performed letter carrier duties in an installation at least 40 hours a week (8 within 9, or 8 within 10, as applicable), 5 days a week, over a period of 6 months (excluding the duration of seasonal periods on seasonal routes defined in Article XLI, §3 R of the National Agreement), the senior part-time flexible shall be converted to full-time carrier status.


This criteria shall be applied to postal installations with 150 or more man years of employment.

It is further understood that part-time flexibles converted to full-time under this criteria will have flexible reporting times, flexible non-scheduled days and flexible reporting locations within the installation depending upon operational requirements as established on the preceding Wednesday.


Vincent R. Sombrotto
President
National Association of
Letter Carriers, AFL-CIO


James V. Jellison
Senior Assistant Postmaster General
Operations Group


Eugene C. Hagburg
Assistant Postmaster General
Delivery Services Department


James C. Gildea
Assistant Postmaster General
Labor Relations Department

Dated: February , 1981

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Letter of Intent

M-01025

This letter memorandum sets forth our mutual intent regarding the attached Memorandum of Understanding relating to maximization.

1. This Memorandum of Understanding is in settlement of the arbitration pending in case No. N8-NA-141, and satisfies the obligations of the parties pursuant to the Arbitrator's decision in N8-NA-0141 and the Memorandum of Understanding relating to maximization dated September 15, 1978.

2. The initial 6 month measuring period to be evaluated pursuant to the Memorandum of Understanding shall be August 1, 1980, through January 31, 1981. Conversions based upon this initial period shall be made no sooner than April 1, 1981, and are expected to be concluded by May 1, 1981. This conversion process shall not interfere with or delay conversions which would otherwise be implemented pursuant to the existing National Agreement. Henceforth, the 6 month measuring periods will be monitored on a continuing basis, and conversions required shall be implemented promptly.

3. Conversions required pursuant to this Memorandum of Understanding shall be in addition to (but not duplicative of) conversions that may be required pursuant to existing provisions of the National Memorandum of Understanding. The criteria established by this Memorandum of Understanding are supplementary to, not in limitation or diminishment of, existing criteria in the National Agreement.

4. Subject to operational requirements, the intent of the parties is to avoid unnecessary disruptions in existing patterns of reporting times, non-scheduled days and reporting locations for those PTF's converted pursuant to these criteria, to the extent the duties of the position converted are consistent with those performed by the PTF during the measuring period.

5. Employees converted to full-time positions pursuant to this Memorandum of Understanding may bid on assignments posted for bids by employees in the craft, and shall be full-time regular city letter carriers under the National Agreement.

6. In those installations where conversions have been made under this Memorandum of Understanding, and there are subsequent reversions or excessing, any reductions in full-time letter carrier positions shall be from among those position(s) converted pursuant to this Memorandum of Understanding until they are exhausted.

7. The parties will establish a national level committee to review and resolve any problems relating to the initial period of implementation, in accordance with their mutually expressed intentions. Accordingly, grievances filed at the local level relating to the initial period of implementation shall be stayed without prejudice to either party, and the time limits deemed extended by mutual consent, in order to permit review by the national committee. Upon such review, questions of fact may be referred to the normal grievance machinery.

8. The parties recognize their continuing obligation to discuss other respects in which maximization may be implemented in accordance with the National Agreement.

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