

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

It appears that, due to some differences in interpretation, there has been some lack of agreement between the parties locally on application of the January 16, 1992, Mittenthal Award on transitional employees (TE) in the Letter Carrier Craft. NALC and USPS have been meeting at the national level to resolve those differences and, with the exception of the PTF conversion issue that is presently awaiting national arbitration, we have reached accord regarding TE hire and utilization.

We anticipate that a joint TE booklet will be made available for reference in the next several weeks. In the meantime, the following information will serve to highlight areas of apparent disparity in interpretation where mutual understanding has now been reached.

Completion of the DSSA will be accomplished in accordance with existing instructions. It is in our joint interest to establish a credible baseline from which realistic projections can be made. Thus, every effort will be made to avoid any inflation of baseline hours or the baseline/projection difference. In that regard, the parties agree that line 27 of the DSSA represents the average weekly difference between the authorized hours (shown on line 26) and the actual weekly hours being used by the unit, expressed as a percentage of authorized hours (line 26).

DSSA--Union Review--Management will make available to the local union all relevant information on which calculations are based. Union representatives will be allowed reasonable time to review management calculations on DSSAs. Our intent is to resolve DSSA and TE issues via information sharing and discussion rather than conflict and confrontation.

TE Hire versus Baseline DSSA--For purposes of implementing Parts 1c (1)-(4) of the Award, TEs may be hired only after a unit's baseline and projection DSSAs have been completed and the difference between the two has established a ceiling for TE hours. If, at that point, existing staffing is insufficient to meet the weekly requirements demonstrated by the baseline DSSA, TEs may be employed without current attrition as a prerequisite. However, those TE hours will be offset against the established ceiling of hours. The parties agree that TEs may be used to cover only those residual vacancies withheld pursuant to Article 12 since September 3, 1991.

TE Hire versus Projected Attrition--Where it is anticipated that attrition will satisfy the projected difference in staffing for automation, TEs will be employed to backfill for attrition only after the unit or installation has entered the transition period (defined as that length of time needed for attrition to fulfill staffing reduction requirements). In such circumstances, attrition prior to the transition period will be fulfilled by career employees, with the exception of residual vacancies withheld for excessing (another craft or installation).

TE Use to Cover Opting--Whether TEs are hired as soon as vacancies occur or after opting takes place, it is agreed that there will be no pyramiding of any defined TE hire opportunity.

Held Pending Reversion--These positions must be posted. However, the residual vacancy that results from such posting will then be considered the held-pending-reversion vacancy. This vacancy will then be made available for opting as outlined in the award. When the original held-pending-reversion position is actually reverted, the carrier assigned to that position becomes an unassigned regular and is eligible to bid for any vacant duty assignment within his bid area.

Workhour Guarantees--While we recognize that TE scheduling is subject to a four-hour guarantee, local management has the responsibility to afford the PTF priority in scheduling workhours in accordance with the Mittenthal interest arbitration award.

TE Hire versus Excessing

A full-time letter carrier may not be excessed and the resulting vacancy filled by a TE, except where management can demonstrate that, as a result of legitimate operational changes, there is insufficient work to continue to support a full-time position. For example, management may not abolish a full-time router position and excess the full-time letter carrier and hire or assign one or more TEs to perform the work of the abolished position, unless management can demonstrate that the work cannot be performed on a full-time basis in compliance with the requirements of the National Agreement.

Disputes concerning the above, if unresolved in the grievance procedure, shall be placed at the head of the regional (other than removal) arbitration docket.

The foregoing matters have been agreed to and will be elaborated on in the joint booklet. However, the intent of this memorandum is to clarify some areas of potential disagreement, to avoid grievances and to jointly provide an expeditious way to achieve the service improvements and savings that the TE award makes possible.

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Date: 9/15/92

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Date: 9/17/92