



February 17, 1993

MEMORANDUM FOR JOINT TRAINERS

SUBJECT: NALC-USPS Memorandums

Enclosed are additional questions and answers regarding implementation of the various joint MOU's, including the most recent memorandum on transitional employees and PTF conversion. Also enclosed is a revised Chapter 6, Transitional Employees, from the USPS-NALC Joint Training Guide. Every effort should be made to distribute this information as widely as possible.


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


Sherry A. Cagnoli
Manager
Contract Administration
(NALC/NRLCA)
Labor Relations
U.S. Postal Service

Enclosures

cc: Area Managers, Customer Services
District Managers, Customer Services
Area Human Resource Managers
District Human Resource Managers

REVISED CHAPTER 6

TRANSITIONAL EMPLOYEES

Introduction

This supplement to Building our Future by Working Together, the USPS-NALC Joint Training Guide on the September, 1992 Memorandums of Understanding outlines the new rules governing the use of letter carrier transitional employees. This material includes relevant information from the December 21, 1992 Memorandum on Transitional Employees/PTF Conversions and should be used instead of Chapter 6 of the Joint Training Guide.

This supplement also satisfies the parties' requirement to write a training booklet outlining their joint understanding of how and when letter carrier transitional employees may be utilized by the Postal Service.

Background

On January 16, 1992 Arbitrator Richard Mittenthal issued an interest arbitration award (TE Award) creating the new letter carrier job category of transitional employee. The TE Award resolved a contractual dispute left outstanding from negotiation of the 1990-1994 National Agreement.

Subsequently the parties have executed two Memorandums of Understanding which have clarified the Award's meaning and altered its terms in certain ways to further their joint interests:

Memorandum of September 17, 1992. The first Memorandum was part of the six September, 1992 memorandums. It resolved certain disputes that arose over the interpretation of Arbitrator Mittenthal's January 16, 1992 arbitration award on Transitional Employees. This Memorandum has been reprinted as Appendix F to the USPS/NALC Joint Training Guide.

Memorandum of December 21, 1992. This second Memorandum further altered the rules governing the use of transitional employees; it also provided that all part-time flexible letter carriers on the roles as of December 21, 1992 would be offered the opportunity to convert to regular status no later than November 20, 1994. The memorandum, which is reprinted at the end of this supplement, made two major changes in the TE rules:

1. It eliminated the "DSSA analysis" as a basis for figuring the Postal Service's ceiling for TE employment due to automation impact, substituting the simpler DPS impact analysis methodology for such TE

hiring after December 21, 1992. This methodology is contained in Chapter 3 of the Joint Training Guide, The Future-Unilateral Process, outlined on pages 21-25.

2. The parties also agreed that in offices (automation impacted and 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 PTF's who are converted to regular.

This supplement is based upon the TE Award and both Memoranda of Understanding, summarizing in outline form the rules governing the use of transitional employees in the letter carrier craft.

Rules Governing Transitional Employee Hire and Use

Effective December 21, 1992, Management may hire additional transitional employees only under three basic circumstances:

A. Delivery Point Sequencing (DPS) impact calculation plus "triggers"

This method is used to hire TE's to cover positions held pending reversion, carrier opting, and PTF attrition, as explained above.

DPS impact calculation. Before the Postal Service may hire and utilize TEs in this situation, it must have or obtain recent route inspection data (within the past 18 months) and then perform a DPS impact calculation to estimate the total impact within a delivery unit of the anticipated delivery point sequencing of letter mail.

To make this estimate, management must start with the recent route inspection data and then apply the estimation methodology outlined in Chapter 3, "The Future-Unilateral Process," of the Joint Training Guide (pp. 21-25). The separate impact estimates for each individual carrier are then added to find a total estimated impact on the unit, stated in hours.

This impact would represent the maximum TE hours that may be used in the delivery unit to cover positions effected by the "triggers" explained below. TE's hired under these circumstances will be separated when automation is on line and operative in the delivery unit.

Triggering events. Sections 1.c(1)-(4) of the TE Award provide certain "triggers" or events which must occur before the Postal Service gains the right to use TE hours. The TE Award sets forth three such "triggering" events:

- 1). **Held pending reversion.** A residual vacancy is held pending reversion-- slated for later abolishment due to automation.
- 2). **Opting only on assignments withheld or held pending reversion.**
- 3). **PTF attrition.** A part-time flexible carrier leaves the letter carrier craft.

B. TE Use to Cover Assignments Withheld For Excessing

The TE award also permits USPS to use TE hours to cover vacancies withheld for excessing pursuant to Article 12. (These TE hours are not limited by the ceiling established by the DPS impact calculation.) The Mittenthal Award provides that the Postal Service may use TEs to cover only those residual vacancies withheld for excessing since September 3, 1991.

C. PTF Conversion. The December 21, 1992 Memorandum allows for the employment of one full time equivalent TE (40 hours of TE use) for each part-time flexible letter carrier converted to regular status, whether or not the Postal Service has performed a DPS impact calculation. This means that in non-automated sites or installations having no recent route inspection data, TEs may be hired per PTF conversions or to cover assignments withheld for excessing. When recent route inspection data becomes available, an authorized TE ceiling will then be established. Those TEs who cannot be justified on the basis of withholdings or this newly established ceiling, will be separated no later than November 20, 1994.

D. Additional Considerations.

1. Information Sharing

The national parties have decided to act jointly in the implementation of the TE Award and this Memorandum. As with the other September, 1992 memoranda, here again the national USPS and NALC strongly urge the local parties to use joint and cooperative efforts to solve problems and plan for the future.

Information sharing is an essential element of a joint endeavor, and this language requires local managers to provide local NALC representatives all relevant information on which the DPS impact analysis are based, and to give the union reasonable time to review the calculations and discuss them with postal managers. In turn, union representatives are expected to be reasonable in their requests for information and time.

2. No Pyramiding

Section 1.c(3) of the TE Award permits the Postal Service to use TE hours: "(t)o cover the vacancy created by a part-time flexible, reserve or unassigned letter carrier opting for the held pending reversion assignment or subsequent vacancy created by multiple opts."

Local managers may use an additional 40 hours after a residual vacancy is held pending reversion (Trigger No. 1). However, the TE Award does not permit any additional TE use when another carrier opts on the assignment held pending reversion. That would be "pyramiding" or double-counting the TE entitlement.

3. Assignments Held Pending Reversion -- Rules for Filling Positions

After a vacancy occurs and is identified as "held pending reversion" -- slated for later abolishment due to automation -- the assignment must then be posted for bid. The bid posting will indicate that the assignment is being held pending reversion. If a carrier bids on the assignment, the resulting residual vacancy is available for opting or, if no carrier opts on it, for filling by a TE (see "triggering event" No. 2, above).

When assignment is abolished. When the assignment held pending reversion is eventually abolished, what happens next depends on whether the Local Memorandum of Understanding contains Article 41.3.O. If not, the carrier assigned to the abolished position becomes an unassigned regular.

If 41.3.O does apply, there are two possibilities:

1. **Held by the junior regular.** If the abolished assignment is occupied by the junior regular, he or she becomes an unassigned regular.
2. **Held by other than the junior regular.** Where a regular other than the junior one is occupying the assignment when it is abolished, then all assignments held by more junior carriers are posted for bid, as required by Article 41.3.O.

Unassigned regular rights. When a carrier becomes an unassigned regular as a result of these changes, the carrier is eligible to bid on any assignment within his or her bidding area -- including residual vacancies, other positions held pending reversion and positions withheld for excessing.

4. PTF Scheduling Priority

This language reaffirms that part-time flexible letter carriers will have first priority for work scheduling over transitional employees. Of course, once TEs are called in, their 4-hour work hour guarantee must be honored.

5. No Excessing Permitted to Hire Transitional Employees

The TE Award was never intended to permit the Postal Service to employ TEs to displace career employees who are working full-time assignments. This language reaffirms that excessing may be initiated only when a full-time position can no longer be maintained due to legitimate operational changes. Only where that is demonstrated may management excess a letter carrier and then use a TE to perform part of the excessed carrier's work.

*** Priority arbitration scheduling.**

Disputes over this matter will be given a high priority in regional arbitration scheduling; only removal cases will have a higher priority.

E. Resolution of TE Grievances

The December 21, 1992 Memorandum contemplates that the parties will meet at the local level to review the current TE complement and attempt to resolve any pending grievances over the hiring of transitional employees. The NALC and the USPS have further agreed that the rules that were in effect at the time the transitional employees were hired will be used to determine whether a violation occurred.

If there were violations and a remedy is appropriate, the Postal Service's liability is limited to those transitional employees hired in excess of the allowable limit and to the time period from date of hire through 12-21-92. This remedy will be formulated locally.

If the parties have reviewed the TE complement and determined that transitional employees are on the rolls in excess of the allowable limit, those excess TE's must be relocated to another delivery unit where the allowable limit has not been exceeded or removed from the rolls, or, management must reduce the work hours per TE, so as to stay within the allowable limits. These actions must be accomplished by 3/1/93.

NOTE: Section 5. of the December 21, 1992 memorandum does not require that management use the new Hempstead methodology to justify the retention of TE's hired under the old DSSA analysis.

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 Transitional Employee (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 Delivery Point Sequencing (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

-2-

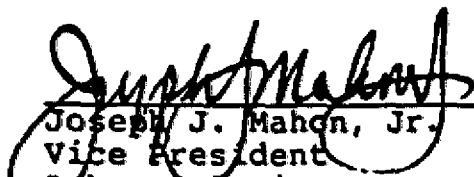
attrition. All such TE's will be separated from the rolls by November 20, 1994.


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.


Joseph J. Mahon, Jr.
Vice President
Labor Relations
U.S. Postal Service


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

Date: December 21, 1992

- A** No time frames have changed in reference to the 52 day period for route adjustments or grievance procedure time frames. However, the new Memorandums constitute a "valid operational reason" for extending 52 day limits on implementing route adjustments on routes which involve future events (See M-39 Section 211.3). These adjustments are not implemented until automation is on-line and operative.

Q-35 What is the target DPS percentage?

- A** The target DPS percentage is that percentage of letter mail expected to be in Delivery Point Sequence so as to affect route adjustments. In the X-Route process, this percentage must be between 70-85%. In the Unilateral process this percentage may be whatever management determines to be operationally feasible so as to affect route adjustments. In either case, management has an obligation to share information concerning how this target percentage was formulated.

Q-36 Are there provisions under the X route memorandum for T-6 (or Utility) employees who experience a change in any or all of their routes? What effects will the X-Route process have on a T-6 who loses one or more routes on that T-6 swing? Does the T-6 become unassigned?

- A** When the routes on a carrier's T-6 or utility string are realigned to conform to the new route map, the T-6 or utility carrier may also elect, on a one-time basis, to vacate the assignment and become an unassigned regular.

Q-37 If a regular carrier on a route identified as an X route becomes unassigned as a result of the X-route abolishment, does the next bid count against the 5 bid restriction in Article 12.3.A?

A No. The next bid in such circumstances would be in addition to the five bids allowed in Article 12.3.A.

Q-38 Can a carrier working on a route change the method on handling residual letter mail (T-6, PTF, TE's, Reserves)?

A No. Once the authorized work method for a route has been determined, it must be used by replacement carriers.

Q-39 A regular carrier affected by DPS route realignment elects to vacate his/her assignment and becomes an unassigned regular — does this "one-time basis" apply to the original unit, or does it also apply to subsequent movement to other units which later are affected by "DPS Realignment"?

A If a letter carrier bids on an assignment in another unit after electing to become an unassigned regular, and that assignment is in turn affected by DPS route realignment, the carrier may elect to become an unassigned carrier a second time.

Q-40 On combination park & loop/curb delivery—can we have a combination of the approved methods for casing residual mail?

A The local parties may mutually agree to use a combination of the approved casing methods on combination routes.

Q-41 After adjustments have been made with the unilateral process, a new carrier is assigned or bids onto a route. Will the route be reinspected and the estimated impact be changed or readjusted to the new carrier?

A Once estimated impacts have been calculated or adjustments made, they will not be changed merely because a new carrier bids on the

route. Remember however, that the memo requires the local parties to reexamine all adjustments within 60 days of realignment.

Q-42 If routes are returned to pre-Hempstead adjustments, do the regular carriers that were on those assignments return to those assignments? Does Article 41.3.O apply?

A This matter is left for the local parties to decide.

Q-43 The Joint Training Manual states in the chapter on the X-Route Process, page 34: "If seriously out of adjustment - realign immediately". Shouldn't we adjust routes that are seriously out of adjustment before we draw the X-Route maps? Why draw the maps, then adjust routes and then re-draw the maps?

A This question appears to misunderstand the training material. Where routes are seriously out of adjustment, the purpose of realigning immediately to the X route map is to avoid unnecessary work and disruption. Immediate realignment accomplishes two objectives at the same time: (a) the routes are adjusted to eight hours; and (b) the routes are made ready for the eventual abolishment of the X-Routes.

Q-44 The training material refers to "the target percentage of mail that the USPS expects to receive in the unit after DPS is fully implemented" (page 22). Does it mean carrier station, installation or ZIP CODE area?

A The DPS target percentages normally apply to carrier stations. If the station contains more than one ZIP CODE, then a target percentage needs to be developed for each separate ZIP CODE area.

Q-45 Can a delivery unit hire TE's after December 21, 1992, if they have not established a TE ceiling using the DPS impact analysis?

A If the delivery unit has not established a TE ceiling using the DPS impact analysis they could hire TE's after December 21, 1992, only to backfill PTF conversions or to cover residual vacancies withheld per Article 12.

Q-46 What happens if a unit hires TE's through PTF conversions only, and subsequently establishes a ceiling using a DPS impact analysis which indicates they now have more TE's than their ceiling?

A In this case the only effect of the ceiling would be in the termination date of TE hours. Those TE hours utilized under the established ceiling will be terminated when automation is on line and operative, while TE hours over the ceiling attributable to PTF conversions need to be terminated no later than November 20, 1994.

Q-47 Where a PTF volunteers to go to another installation for purposes of conversion to regular, which installation is authorized to hire TE's?

A Only the installation losing the PTF is authorized the TE hours.

Q-48 Are TE hours used to cover residual withheld vacancies counted towards the established TE ceiling?

A No, these hours are over and above the established TE ceiling.

Q-49 Can TE's be hired for positions being withheld for excessing per Article 12?

A Yes.

Q-50 Are TE's figured in with the 88/12 calculations?

A No.

Q-51 Does the MOU require immediate conversion of PTF's to regular where vacancies exist?

A No The Memorandum requires that each PTF be offered the opportunity to convert to regular not later than 11-20-94. PTF's who are the subject of pending national conversion grievances which have been remanded are to be converted on a priority basis.

Q-52 Can a PTF refuse conversion to regular within the installation?

A No. If the PTF is given an opportunity for conversion in the installation, it cannot be refused. However, a PTF may refuse to accept a conversion opportunity outside the installation.

Q-53 If a PTF refuses to accept a Conversion opportunity outside the installation, will the PTF be given another conversion opportunity if there is subsequently a vacancy in the installation?

A Management need only offer one conversion opportunity under this Memorandum.

Q-54 If there are 10 PTF's who cannot be converted in the installation, and management identifies 5 conversion opportunities in another installation, which 5 PTF's will be offered that opportunity?

A It is up to the local union representative to determine (and then communicate to management) which 5 PTF's will be given that opportunity, or if none want to accept the opportunity, which 5 PTF's will be identified as having refused a conversion opportunity.