

New MOUs deal with overtime, transfers, PTF and CCA conversions, and staffing

On March 31, NALC and the Postal Service released three new memorandums of understanding. The full texts of the MOUs are printed following this article.

New memorandum of understanding on filling full-time regular opportunities

NALC and the Postal Service have agreed on the MOU *Re: Full-time Regular Opportunities – City Letter Carrier Craft* (M-01834), which extends the Aug. 30, 2013, MOU *Re: Residual Vacancies – City Letter Carrier Craft* (M-01824) through May 31 and, effective June 1, 2014, incorporates changes to the process for filling full-time regular opportunities in the city letter carrier craft. In the new process effective June 1, both residual vacancies and other full-time regular opportunities will be filled through the process defined in the MOU. In Step 2 of the process, transfers will be accepted only from part-time flexible city letter carriers. Transfer requests from all other qualified employees may only be accepted under Step 3 of the process along with CCA conversions to full-time status, and are subject to the 1-in-4 or 1-in-6 ratios, as applicable. The previous MOU (M-01824) resulted in the granting of thousands of transfer requests that had been on hold in eReassign for several years in some cases, as well as thousands of CCA conversions to full-time career status. Now that many of those transfer requests have been processed, the negotiated changes are designed to fill full-time regular opportunities with a mix of transfers (when requested) and CCA conversions to full-time career status. Some areas had, and continue to have, very long lists of transfer requests, which previously resulted in filling vacancies with all transfers and no CCA

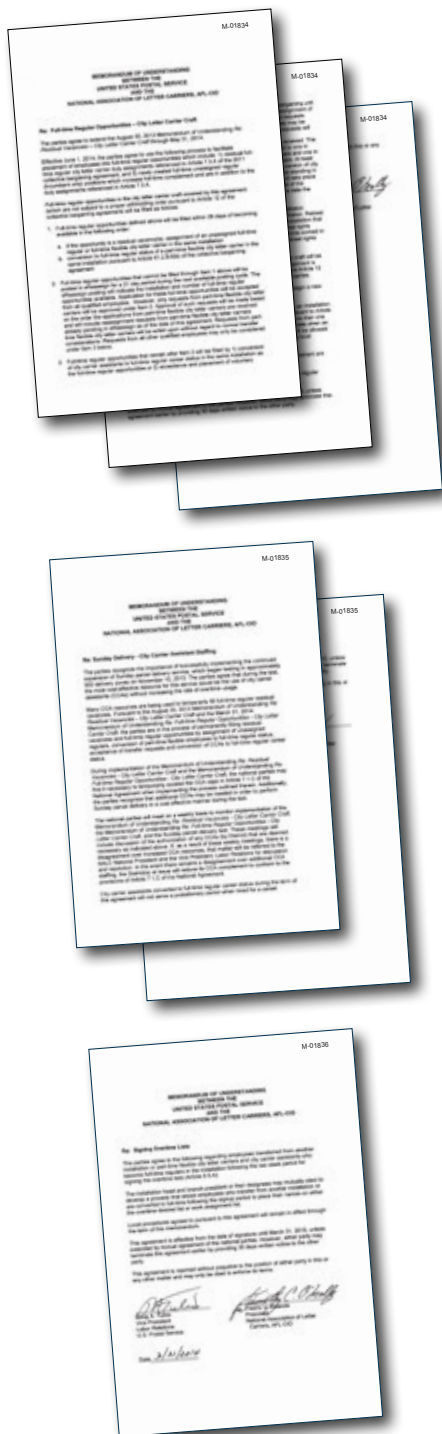
conversions in select areas. The changes address this issue while maintaining the ability of employees to transfer, limiting it only to the ratios contained in the transfer memo. This agreement is effective through March 31, 2015.

Memorandum of understanding on city carrier assistant staffing extended

The parties agreed on the MOU *Re: Sunday Delivery – City Carrier Assistant Staffing* (M-01835), which extends the agreement that city carrier assistants who served as city carrier Transitional Employees directly before their initial CCA appointment will not serve a probationary period when converted to full-time career status during the term of this MOU, which is effective through March 31, 2015. Additionally, the parties agreed to continue the process of jointly monitoring on a weekly basis at the national level the necessary CCA resources during the implementation of the MOU *Re: Residual Vacancies – City Letter Carrier Craft* (M-01824), the MOU *Re: Full-time Regular Opportunities – City Letter Carrier Craft* (M-01834) and the Sunday parcel delivery test.

Memorandum of understanding on signing overtime lists extended

The parties agreed on an MOU *Re: Signing Overtime Lists* (M-01836) to continue to allow the installation head and branch president or their designees to mutually elect to develop a process that allows employees who transfer from another installation, or part-time flexibles and CCAs converted to full-time status after the two-week period for signing the overtime desired lists, to place their names on either the overtime desired list or work assignment list. This agreement is effective through March 31, 2015. **PR**



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

Re: Full-time Regular Opportunities – City Letter Carrier Craft

The parties agree to extend the August 30, 2013 Memorandum of Understanding *Re: Residual Vacancies – City Letter Carrier Craft* through May 31, 2014.

Effective June 1, 2014, the parties agree to use the following process to facilitate placement of employees into full-time regular opportunities which include: 1) residual full-time regular city letter carrier duty assignments referenced in Article 7.3.A of the 2011 collective bargaining agreement, and 2) newly created full-time unassigned regular (incumbent only) positions which increase full-time complement and are in addition to the duty assignments referenced in Article 7.3.A.

Full-time regular opportunities in the city letter carrier craft covered by this agreement (which are not subject to a proper withholding order pursuant to Article 12 of the collective bargaining agreement) will be filled as follows:

1. Full-time regular opportunities defined above will be filled within 28 days of becoming available in the following order:
 - a. if the opportunity is a residual vacancy(s), assignment of an unassigned full-time regular or full-time flexible city letter carrier in the same installation
 - b. conversion to full-time regular status of a part-time flexible city letter carrier in the same installation pursuant to Article 41.2.B.6(b) of the collective bargaining agreement
2. Full-time regular opportunities that cannot be filled through Item 1 above will be posted in eReassign for a 21 day period during the next available posting cycle. The eReassign posting will indicate the installation and number of full-time regular opportunities available. Application for these full-time opportunities will be accepted from all qualified employees. However, only requests from part-time flexible city letter carriers will be approved under Item 2. Approval of such requests will be made based on the order the applications from part-time flexible city letter carriers are received and will include reassignment requests from part-time flexible city letter carriers already pending in eReassign as of the date of this agreement. Requests from part-time flexible city letter carriers will be acted upon without regard to normal transfer considerations. Requests from all other qualified employees may only be considered under Item 3 below.
3. Full-time regular opportunities that remain after Item 2 will be filled by 1) conversion of city carrier assistants to full-time regular career status in the same installation as the full-time regular opportunities or 2) acceptance and placement of voluntary

reassignment (transfer) requests pending in eReassign from qualified bargaining unit employees (including full and part-time regular city letter carriers) or reassignment of bargaining unit employees within the installation (if there are insufficient requests from qualified bargaining unit employees, non-bargaining unit employees may be reassigned to a full-time regular opportunity). Reassignment (transfer) requests will be made with normal considerations contained in the Memorandum of Understanding. *Re: Transfers*, based on the order the applications are received. The number of career reassignments allowed under this paragraph is limited to one in every four full-time opportunities filled in offices of 100 or more work-years and one in every six full-time opportunities filled in offices of less than 100 work-years. At least three or five, as applicable, of full-time opportunities will be filled by conversion of city carrier assistants to full-time regular career status based on their relative standing in the same installation as the full-time opportunities. Such conversions will take place no later than the first day of the third full pay period after either the close of the posting cycle or, when an employee is being considered for transfer, the date the employee or employer rejects the offer/request.

Part-time flexible city letter carriers who elect reassignment to another installation through this agreement will receive retreat rights back to their original installation. Retreat rights will be offered to the first full-time regular opportunity in the original installation that cannot be filled through Item 1 above. City letter carriers who exercise retreat rights under this paragraph will have their craft seniority restored, augmented by time worked in the other facility, upon return to the original installation. Failure to accept retreat rights ends the opportunity to retreat back to the original installation.

During the term of this agreement no reassignments in the city letter carrier craft will be made within or between installations or from other crafts, unless the reassignment is made pursuant to this agreement, based on a mutual exchange, through the Article 12 involuntary reassignment process, or by mutual agreement of the national parties.

Employees accepting a voluntary reassignment under this agreement will begin a new period of craft seniority in the gaining installation.

Non-probationary employees converted to full-time/career or transferred to an installation may participate in bidding for vacant duty assignments that are posted pursuant to Article 41.1.B of the collective bargaining agreement. If an installation is filling more than one full-time regular opportunity (including at least one residual vacancy) on a date when an employee(s) is being assigned/converted/reassigned, such employee(s) will be allowed to exercise their preference for residual assignments by the use of existing local practices.

Employees moving between installations pursuant to the terms of this agreement are solely responsible for any and all costs related to relocation.

The union will be provided a list of installations and the number of full-time regular opportunities posted in eReassign each posting cycle.

This agreement is effective from the date of signature until March 31, 2015, unless extended by mutual agreement of the parties. However, either party may terminate this agreement earlier by providing 30 days written notice to the other party.

This agreement is reached without prejudice to the position of either party in this or any other matter and may only be cited to enforce its terms.


Alan S. Moore
Manager, Labor Relations
Policy and Programs
U.S. Postal Service


Fredric V. Romano
President
National Association of Letter
Carriers, AFL-CIO

Date 3/31/2014

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

Re: Sunday Delivery - City Carrier Assistant Staffing

The parties recognize the importance of successfully implementing the continued expansion of Sunday parcel delivery service, which began testing in approximately 900 delivery zones on November 10, 2013. The parties agree that during the test, the most cost-effective resource for this service would be the use of city carrier assistants (CCAs) without increasing the rate of overtime usage.

Many CCA resources are being used to temporarily fill full-time regular residual vacancies. Pursuant to the August 30, 2013 Memorandum of Understanding *Re: Residual Vacancies - City Letter Carrier Craft* and the March 31, 2014 Memorandum of Understanding *Re: Full-time Regular Opportunities - City Letter Carrier Craft*, the parties are in the process of permanently filling residual vacancies and full-time regular opportunities by assignment of unassigned regulars, conversion of part-time flexible employees to full-time regular status, acceptance of transfer requests and conversion of CCAs to full-time regular career status.

During implementation of the Memorandum of Understanding *Re: Residual Vacancies - City Letter Carrier Craft* and the Memorandum of Understanding *Re: Full-time Regular Opportunities - City Letter Carrier Craft*, the national parties may find it necessary to temporarily exceed the CCA caps in Article 7.1.C of the National Agreement when implementing the process outlined therein. Additionally, the parties recognize that additional CCAs may be needed in order to perform Sunday parcel delivery in a cost effective manner during the test.

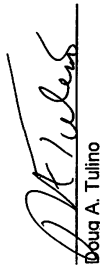
The national parties will meet on a weekly basis to monitor implementation of the Memorandum of Understanding *Re: Residual Vacancies - City Letter Carrier Craft*, the Memorandum of Understanding *Re: Full-time Regular Opportunities - City Letter Carrier Craft*, and the Sunday parcel delivery test. These meetings will include discussion of the authorization of any CCAs (by District) that are deemed necessary as indicated above. If, as a result of these weekly meetings, there is a disagreement over increased CCA resources, that matter will be referred to the NALC National President and the Vice President, Labor Relations for discussion and resolution. In the event there remains a disagreement over additional CCA staffing, the District(s) at issue will reduce its CCA complement to conform to the provisions of Article 7.1.C of the National Agreement.


City carrier assistants converted to full-time regular career status during the term of this agreement will not serve a probationary period when hired for a career

appointment provided the employee successfully served as a city carrier transitional employee directly before his/her initial CCA appointment.

This agreement is effective from the date of signature until March 31, 2015, unless extended by mutual agreement of the parties. However, either party may terminate this agreement earlier by providing 30 days written notice to the other party.

This agreement is reached without prejudice to the position of either party in this or any other matter and may only be cited to enforce its terms.


Doug A. Tulino
Vice President
Labor Relations
U.S. Postal Service

For

Fredric V. Rolando
President
National Association of Letter
Carriers, AFL-CIO

Date 3/31/2014

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

Re: Signing Overtime Lists


The parties agree to the following regarding employees transferred from another installation or part-time flexible city letter carriers and city carrier assistants who become full-time regulars in the installation following the two week period for signing the overtime lists (Article 8.5.A):


The installation head and branch president or their designees may mutually elect to develop a process that allows employees who transfer from another installation or are converted to full-time following the sign-up period to place their names on either the overtime desired list or work assignment list.

Local procedures agreed to pursuant to this agreement will remain in effect through the term of this memorandum.

This agreement is effective from the date of signature until March 31, 2015, unless extended by mutual agreement of the national parties. However, either party may terminate this agreement earlier by providing 30 days written notice to the other party.

This agreement is reached without prejudice to the position of either party in this or any other matter and may only be cited to enforce its terms.


Doug A. Tulino
Vice President
Labor Relations
U.S. Postal Service


Fredric V. Rolando
President
National Association of Letter
Carriers, AFL-CIO

Date 3/31/2014