

Filling full-time regular opportunities



Christopher Jackson

In the 2016-2019 National Agreement, NALC and USPS continued the process that must be followed for the filling of full-time regular opportunities. This process is identified in the MOU Re: Full-time Regular Opportunities – City Letter Carrier Craft. Additionally, the national parties have agreed to utilize an alternate dispute resolution (ADR) process, consisting of NALC and Postal Service representatives at the headquarters level who address grievances that arise when full-time regular opportunities are not filled in accordance with the established and agreed-upon methods.

The MOU states, in part, that when an opportunity exists, it must be filled in the following manner:

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.

This language only pertains to opportunities that are filled by the employees specifically listed in Item 1. The 28-day time limit does not apply when the opportunity is being filled by the transfer of a current career employee or by conversion of a CCA to full-time regular career status.

If the opportunity cannot be filled under Item 1, the MOU goes on to provide the following:

2. Full-time regular opportunities that cannot be filled through Item 1 above will be filled by part-time flexible city letter carriers, who were on the rolls as part-time flexible letter carriers, on the ratification date of the 2016 collective bargaining agreement, and have an active transfer request (eReassign) pending to the installation where the full-time regular opportunity exists on the date the full-time regular opportunity becomes available. Approval of such requests will be made based on the order the applications from qualified part-time flexible city letter carriers are received. Requests from part-time flexible city letter carriers pursuant to this paragraph will be acted upon without regard to normal transfer considerations. Reassignments and subsequent conversions to full-time status under this section will occur as soon as practicable, with consideration given to operational needs in the losing installation. Requests from all other qualified employees may only be considered under Item 3 below.

This language gives preference to employees who were PTF letter carriers on the ratification date of the new National Agreement. In addition to receiving this preference, these employees will have the right to retreat back to their original installation when an opportunity arises that cannot be filled through Item 1.

When opportunities still exist after applying Items 1 and 2, they are filled through the provisions of Item 3:

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 at the time the opportunity becomes available 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 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.

Most of the grievances discussed through the ADR process involve a misunderstanding of the time limits established in the MOU. As discussed earlier, the 28 day-time limit does not apply to CCA conversions. When an opportunity is filled through conversion, the following language determines the time limit:

Conversion of city carrier assistants to full-time status under this section will take place no later than the first day of the third full pay period after either the date the full-time regular opportunity becomes available or, when an employee's request for transfer is declined, or the date the employee rejects the offer.

When filing grievances over violations of the MOU, NALC representatives should first remember to always include a copy of the bid sheet and award notice to show the dates that an assignment was posted and when it became a residual vacancy. If the assignment was not posted within the time limits set forth in the National Agreement, include that timeline in the file so the ADR representatives can properly determine the date of the conversion.

Second, include the name and date of the last employee who transferred into the installation. This helps them determine if the office is within the ratio described in Item 3.

Lastly, make sure to fully explain everything in the case file. The ADR has no idea if there are local circumstances, such as time limits for bidding that are different than what is outlined in the National Agreement. The only way for them to know these types of issues is if they are included in the case file. Understanding the MOU and following this advice will assist branch leaders in successfully representing their members.