**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 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.

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) that become available before July 1, 2016, will be filled as follows through completion of the July 2016 eReassign posting process:

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.

B. Full-time regular opportunities in the city letter carrier craft covered by this memorandum (which are not subject to a proper withholding order pursuant to Article 12 of the collective bargaining agreement) that become available on and after July 1, 2016, 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 filled by part-time flexible city letter carriers who 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 part-time flexible city letter carriers are received. Requests from part-time flexible city letter carriers 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.

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 (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. 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.

**General Terms**

The national union will be provided a list of unassigned full-time regular opportunities to be filled each month on the first day of the month or as soon after the first day as practicable.

Residual full-time regular city letter carrier duty assignments referenced in Article 7.3.A of the 2011 collective bargaining agreement, unless considered for reversion pursuant to Article 41.1.A.1, are considered available the date the assignment becomes a residual vacancy.

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 are considered available the date the Postal Service notifies the national union that an unassigned regular opportunity will be filled.

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 A.1 and B.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.

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 his/her 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 the effective date of the 2016 collective bargaining agreement 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.

With respect to the transfer ratios outlined above, this agreement is considered a continuation of the predecessor Memorandum of Understanding, *Re: Full-time Regular Opportunities – City Letter Carrier Craft*.

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
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