

NALC and USPS agree to memorandum of understanding on filling residual vacancies

NALC and the Postal Service have entered into a Memorandum of Understanding Re: Residual Vacancies - City Letter Carrier Craft (M-01824), which establishes a process for filling residual vacancies not under a proper Article 12 withholding order. It's expected that the agreement will result in the filling of thousands of residual vacancies across the country within the next few months.

Vacancies will be filled by a three-step process including assignment of unassigned regulars, part-time flexible conversions to full-time status, acceptance of transfers and conversions of city carrier assistants to full-time career status.

Step 1 requires residual vacancies to be filled by assignment of an unassigned full-time regular or full-time flexible within the same installation of the residual vacancy or by conversion of a part-time flexible city letter carrier within that installation to full-time status.

If the vacancy cannot be filled by Step 1, Step 2 requires residual vacancies to be posted in eReassign for transfer by city letter carriers only. Requests will be considered in the order received, including those eReassign requests that were already pending. Requests from PTFs will be acted upon without regard to normal transfer considerations such as attendance and seniority. PTFs will also be afforded retreat rights back to the original installation when a residual vacancy becomes available, provided there are no PTFs in the original installation.

If the vacancy is not filled through Steps 1 or 2, Step 3 calls for vacancies to be filled by a combination of

conversions of city carrier assistants to full-time career status and acceptance of transfer requests from employees in other crafts. The number of reassignments granted to employees from other crafts is limited to the "1 in 4 and 1 in 6" rule as defined in the Memorandum of Understanding Re: Transfers, so a majority of the remaining residual vacancies should be filled by converting CCAs to full-time career status.

"Through this process, we expect to fill almost, if not all, of the residual vacancies in our craft that are not being properly withheld under Article 12," NALC President Fredric Rolando said. "Many of our PTFs will be converted to full time and many CCAs will become full-time career letter carriers."

The MOU is effective until March 31, 2014, unless both parties agree to extend it. The full text of the agreement is reprinted on the following two pages of this issue of *The Postal Record*. See Director of City Delivery Lew Drass' column on page 36 for more about this agreement. **PR**



2011-2016 National Agreement

NALC and the Postal Service have finalized the 2011-2016 National Agreement set by the Das interest arbitration award. The agreement has been dedicated to the memory of NALC President Emeritus Vincent R. Sombrotto. The PDF version is now available at nalc.org. The PDF includes bookmarks and hyperlinks to make navigating the document easier. The document is currently being printed and will be sent to NALC branches in the near future. For more on the agreement, see Executive Vice President Timothy O'Malley's column, page 32. **PR**

Arbitration DVD update available

An update to the 2012 NALC Arbitration Program DVD is now available for download.

The NALC Arbitration Program enables contract researchers to search quickly through a database of thousands of NALC arbitration awards, complete with full-text searching through all of the latest released decisions.

Branch contract advocates who bought the DVD can get the latest update by launching the program and clicking the "Download updates" button.

The update takes about 20 minutes to download over a broadband Internet connection. It's a comprehensive download that will bring the database of arbitration decisions fully up to date.

Branches can buy the program DVD for \$10 from the NALC's Supply Department. For Visa or MasterCard orders, call 202-662-2873. To order by mail, send a check or money order, along with your mailing information, to NALC Supply Department; 100 Indiana Ave. NW; Washington, DC 20001-2144. **PR**

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

Re: Residual Vacancies – City Letter Carrier Craft

The parties agree to use the following procedures during the term of this agreement to facilitate filling residual full-time regular city letter carrier duty assignments (referenced in Article 7.3.A of the 2011 collective bargaining agreement):

Residual city letter carrier assignments 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 in the following order:

1. Within 28 days of an assignment becoming residual (or for current residual vacancies no later than the first day of the third full pay period after the effective date of this agreement) the assignment will be filled by: a) assignment of an unassigned full-time regular or full-time flexible city letter carrier in the same installation and then, b) conversion to full-time status of a part-time flexible city letter carrier in the same installation as the residual vacancy, pursuant to Article 41.2.B.6(b) of the National Agreement.
2. Residual vacancies that cannot be filled through step 1 will be posted in eReassign for a 21 day period during the next available posting cycle (in installations with no available part-time flexible or unassigned/full-time flexible employees the residual vacancies will be posted in eReassign for a 21 day period during the first available posting cycle after the effective date of this agreement). Application for these vacancies will be accepted only from career city letter carriers. Consideration will be given based on the order the applications are received and will include reassignment requests 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.
3. Residual vacancies that remain after step 2 will be filled by acceptance and placement of voluntary reassignment (transfer) requests from other crafts from within the installation or through eReassign, and conversion of city carrier assistants to full-time career status in the same installation as the residual vacancies. Reassignments from other crafts will be made consistent with the terms of the Memorandum of Understanding, *Re: Transfers*. The number of reassignments granted to employees from other crafts is limited to the one in four or one in six rule as defined in the Memorandum of Understanding, *Re: Transfers*, as applicable. Conversion of city carrier assistants to full-time career status 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 residual vacancy in the original installation that occurs when there are no part-time flexible city letter carriers on the rolls of the original installation. City letter carriers who exercise retreat rights 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 based on a mutual exchange, through the Article 12 involuntary reassignment process, or pursuant to this agreement.

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

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 all residual vacancies posted in eReassign each posting cycle.

This agreement is effective from the date of signature until March 31, 2014, 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
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U.S. Postal Service



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