

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO

SUBJECT: Reversion of Withheld/Residual Vacancies

The purpose of this memorandum of understanding is to clarify the terms of the October 1, 1984 APWU-USPS national pre-arbitration settlement of case number E1C-NA-C 81, in which the Parties agreed that there are occasions when the Postal Service "may leave vacant a duty assignment after it has been posted and no bids were received or there were no successful bidders." The parties understand these duty assignments to include all residual duty assignments including withheld residual duty assignments. The parties agreed further in the pre-arbitration settlement that there are opportunities which allow the Postal Service to revert such duty assignments when operationally justified. Additionally this MOU will establish an alternative dispute resolution process to resolve disagreements outside of the grievance process.

The Parties recognize that there may be instances when a duty assignment that has been withheld pursuant to Article 12 and placed on the Regional/Area Article 12 Withheld Residual Vacancy List may no longer be viable because of significant operational changes, transportation changes, technological and mechanization changes, etc. Prior to management taking any action to revert a withheld residual vacancy, the appropriate Area Labor Relations manager, or designee, will contact the Regional Coordinator or designee for discussions related to that duty assignment.

The Parties will discuss the rationale presented by management in regard to their operational justification for the reversion of the withheld residual vacancy. The Union will provide the employer with input related to this matter. If there is an acknowledgement between the parties that the withheld residual vacancy is operationally justified, the residual vacancy will remain on the list.

If there is an acknowledgement between the parties that the residual vacancy is no longer operationally justified, the employer will notify the APWU in writing at the Regional and Local levels that the residual vacancy is reverted with the reasons for the reversion(s).

If there is a disagreement between the parties in regard to the continuing need for the withheld residual vacancy, the employer will notify the APWU in writing at the Regional and Local level that the residual vacancy is reverted. The APWU may appeal this

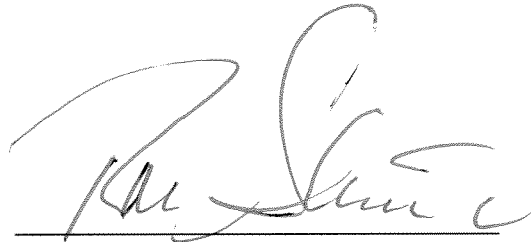
determination along with their contentions via the Alternative Dispute Resolution Process to the USPS Manager of Strategic Compliment Reassignment and the APWU Clerk Craft Director. These parties will meet and discuss their respective contentions relative to the reversion. If there is an acknowledgement between the parties that the position is operational justified, the residual vacancy will remain on the list.

If there is a disagreement between the parties in regard to the continuing need for the withheld residual vacancy, the employer will notify the APWU Regional Coordinator in writing that the duty assignment is reverted and then APWU may appeal that determination directly to Regional Regular Panel Arbitration.

With the signing of the agreement the parties at the Regional/Area level will review the cases in which withheld residual vacancies were reverted without discussion between the parties at the Regional/Area level and resolve those cases via application of this Memorandum of Understanding.



Patrick M. Devine
A/Manager
Contract Administration (APWU)
United States Postal Service



Rob Strunk
Director
Clerk Craft Division
American Postal Workers Union

11-7-11

Date



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260

OCT 1 1984

Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Dear Mr. Burrus:


On August 30 you met with Frank Dyer in prearbitration discussion of HLC-NA-C 81, Washington, D.C. The question in this grievance is whether the Postal Service may revert a vacant duty assignment once it has been posted for bid and no bids are received.

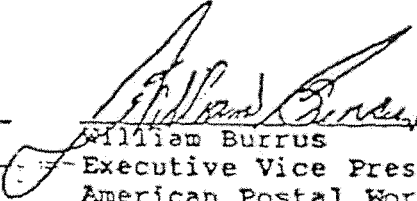
It was mutually agreed to full settlement as follows:

1. Normally, a duty assignment, once it has been posted for bid, will be filled consistent with 524.1 of the P-11 Handbook.
2. There may be, on occasion, exceptions wherein the Postal Service may leave vacant a duty assignment after it has been posted and no bids were received or there were no successful bidders. However, these exceptions must be operationally justified, and will be limited to changes such as those occurring through mechanization and technological changes, transportation changes, etc.

Please sign and return the enclosed copy of this letter acknowledging your agreement with this settlement, withdrawing HLC-NA-C 81 from the pending national arbitration listing.

Sincerely,


William E. Henry, Jr.
Director
Office of Grievance and
Arbitration
Labor Relations Department


William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO

10-2-84
Date

Enclosure