

LABOR RELATIONS



June 2, 1995

JUN 1995
Received

MANAGERS, HUMAN RESOURCES (AREAS)

SUBJECT: Follow-up to Memorandum of Understanding
Modified Arbitration Decisions

This is to further follow up on my previous letter concerning modified arbitration decisions and the Memorandum of Understanding on that subject.

Arbitration awards issued under a modified procedure continue to be binding on the office of origin, even after the office has withdrawn from the modified procedure. However, under no circumstances may such a modified arbitration award be cited in arbitration after the office has withdrawn from the modified procedure, except as follows.

In the case of an office which withdraws from a modified procedure and then re-enters a modified procedure, awards from the initial entry in the modified procedure may be cited in the subsequent modified procedure, unless the local parties otherwise mutually agree.

The above is further clarification in this area, and does not disturb previous agreements concerning citing awards from modified grievance/arbitration procedures, or withdrawal from the Modified 15 program.

A handwritten signature in cursive script, appearing to read "Anthony J. Vegliante".

Anthony J. Vegliante
Manager
Contract Administration (APWU/NPMHU)

cc: Mr. Burrus, American Postal Workers Union
Labor Relations Specialists (Area)



May 23, 1995

MAY 1995

Gen.
L.
Vice Pres.

MAY 1995

MANAGERS, HUMAN RESOURCES (AREAS)

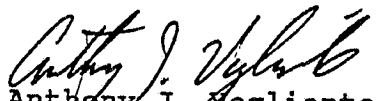
SUBJECT: Follow-up to Memorandum of Understanding
Modified Arbitration Decisions

This is to follow up on my previous letter concerning modified arbitration decisions and the Memorandum of Understanding on that subject.

If an office withdraws from a modified procedure, any arbitration award which was heard under that procedure but is issued after the withdrawal is binding on that office. However, no modified award from that office may be cited in arbitration after the office has withdrawn from the modified procedure, regardless of whether it was issued while the office was in the modified procedure or after withdrawal from the procedure.

In the case of an office which withdraws from a modified procedure and then re-enters a modified procedure, awards from the initial entry in the modified procedure may be cited in the subsequent modified procedure, unless the local parties otherwise mutually agree.

The above is further clarification in this area, and does not disturb previous agreements concerning citing awards from modified grievance/arbitration procedures, or withdrawal from the Modified 15 program.


Anthony J. Negliante
Manager

Contract Administration (APWU/NPMHU)

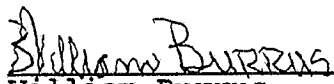
cc: Mr. Burrus, American Postal Workers Union
Labor Relations Specialists (Area)

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

RE: Modified Arbitration Decisions

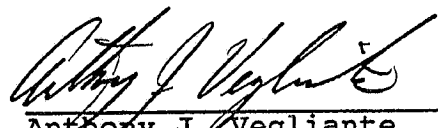
The parties agree that Arbitration Awards issued under any Modified Grievance procedure are not to be cited in any future arbitrations when and if the parties withdraw from that modified grievance procedure.

Arbitration Awards rendered in any modified grievance procedure are intended to apply only in the specific subject office of the grievance and only while the office is under the modified grievance procedure.



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

Date: 4-4-95



Anthony J. Vegliante
Manager
Contract Administration
APWU/NPMHU

Date: _____

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

The parties hereby agree that any arbitration award arising under the Modified Article 15 grievance and arbitration procedure will be referenced in the following manner:

1. It shall not be cited as precedent in any future arbitration proceedings occurring outside of a test office.
2. It may, however, be cited as precedent in any future arbitration proceedings occurring within a test office.

This Memorandum will apply to any office implementing Modified Article 15 and shall continue as long as the program is in existence at the test office.

Stephen W. Furgeson

 Stephen W. Furgeson
 General Manager
 Grievance and Arbitration
 Division
 Labor Relations Department

9/6/88

 DATE

William Burrus

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

9/6/88

 DATE

 Francis J. Conners
 Executive Vice President
 National Association of
 Letter Carriers, AFL-CIO

 DATE