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

Fredric V. Rolando

President

National Association of Letter Carriers,

AFL-CIO

Date: 8-30-13