



National Postal Mail Handlers Union

Paul V. Hogrogian
National President

Mark A. Gardner
National Secretary-Treasurer

Jefferson C. Peppers, III
*Vice President
Central Region*

John A. Gibson
*Vice President
Eastern Region*


David E. Wilkin
*Vice President
Northeastern Region*

Lawrence B. Sapp
*Vice President
Southern Region*

Rudy Santos
*Vice President
Western Region*

DATE: August 17, 2015

TO: Local Presidents
National/Regional CAD

FROM: Paul Hogrogian, National President
T.J. Branch, Manager, CAD 

RE: Memorandum of Understanding Re: Filling of Residual Vacancies

Please review the attached Memorandum of Understanding regarding the filling of residual vacancies.

The National Office is pleased to report that the parties have come to an agreement on the procedures for filling residual vacancies. On August 17, 2015, the USPS and NPMHU entered into a Memorandum of Understanding providing for a specific pecking order when filling residual vacancies.

The MOU only applies to those installations that are not subject to withholding pursuant to Article 12. In those installations, the MOU provides a specific pecking order for filling residual vacancies that most prominently includes the right to return to the installation for those with active retreat rights, the conversion of PTF and PTR Mail Handlers, transfers through e-Reassign, and the conversion of MHAs to career status. Overall, this MOU should provide greater opportunities for our MHAs to achieve career status.

The MOU also requires the Postal Service to provide the National Office with periodic information about the number of residual vacancies and the number of vacancies posted on eReassign for each installation. This information will be shared with the Local Unions.

In a separate but related matter, the parties have agreed that the MOU Re Filling of Residual Vacancies does not change current rules or practices on the demotion of EAS/management employees or the reinstatement of employees into the mail handler craft. For clarity on this point, the parties have reached agreement by way of a separate MOU Re Demotion of EAS/Management Employees or Reinstatement of Former Employees into Mail Handler Craft, through which the parties agree to refer unresolved matters of demotion or reinstatement to the Article 12 Task Force.

Both MOUs are self-explanatory, and should be implemented immediately.

Should you have any questions, please contact your Regional or National CAD Representatives.

cc: Mark A. Gardner, National Secretary-Treasurer
National Executive Board

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES POSTAL SERVICE
AND THE
NATIONAL POSTAL MAIL HANDLERS UNION**

Re: Filling of Residual Vacancies

The parties agree to apply the following procedures, during the term of the 2011 National Agreement, concerning filling of Mail Handler Craft residual vacant duty assignments not subject to withholding pursuant to Article 12.

Management has up to 75 days from the date of this MOU to review each residual vacant assignment and determine whether each assignment should be filled or be reverted. The Postal Service at the National level shall provide the Union at the National level with reports, as they become available, listing the number of residual vacant assignments. If and when management decides to revert the assignment, a notice shall be posted within 10 days advising of the action taken and the reason(s) therefore. Assignments that are not reverted shall be filled in accordance with this MOU.

Under the terms of this MOU, residual duty assignments that are not subject to a proper withholding pursuant to Article 12 will be filled by assigning employees in the following order:

1. Unassigned regular mail handlers in the same installation.
2. Employees with mail handler retreat rights to the installation pursuant to Article 12.
3. Convert part-time flexible mail handlers within the installation to full-time regular, up to the number of residual vacancies.
4. Full-time regular mail handler employees, by seniority, with priority consideration in eReassign.
5. Convert part-time regulars within the installation who have requested to become full-time, up to the number of residual vacancies remaining. Management has the right to reject the next eligible senior part-time regular employee but must show cause for doing so, and any such action is grievable by said employee.
6. Based on the MOU Re Transfers, all qualified bargaining-unit applicants without priority consideration, on a first-in, first-out basis. These reassignment (transfer) requests will be made with the normal considerations contained in the MOU Re Transfers.
7. Conversion of Mail Handler Assistants (MHA) within the installation to career status by relative standing.

Each residual vacant duty assignment shall be filled as soon as practicable.

The use of MHAs will not invoke the provisions of Article 7.3 and/or the second paragraph of Article 12.3B11 of the National Agreement.

Employees moving between installations pursuant to the terms of this agreement are solely responsible for any and all costs related to relocation.

An employee accepting a voluntary reassignment (transfer) or a part-time regular converting to a full-time regular under this MOU will begin a new period of seniority.

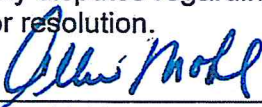
The Union at the National level will be provided a list of installations and the number of full-time regular opportunities posted in eReassign each posting cycle.

This MOU is effective from the date of signature until May 20, 2016, unless extended by agreement of the parties or by the continuation of the 2011 National Agreement during impasse procedures. Either party may terminate this agreement earlier by providing 30 days advanced written notice to the other party.

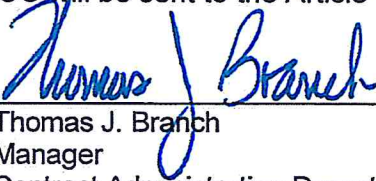
This MOU is nonprecedential and is reached without prejudice to the position of either party in this or any other matter. It may be cited only to enforce its terms.

All grievances being held in abeyance on this issue are fully and finally resolved in accordance with the language above.

Any disputes regarding application of this MOU will be sent to the Article 12 Task Force for resolution.



Allen Mohl
Manager
Contract Administration (NPMHU)
and Employee Workplace Programs



Thomas J. Branch
Manager
Contract Administration Department
National Postal Mail Handlers Union

Date: 8-17-15


Date: August 17, 2015

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
THE NATIONAL POSTAL MAIL HANDLERS UNION

RE: Demotion of EAS/Management Employees or Reinstatement of Former Employees into Mail Handler Craft


The parties agree that the Memorandum of Understanding, Re: Filling of Residual Vacancies between the Postal Service and the National Postal Mail Handlers Union does not change current rules or practices on the demotion of EAS/management employees into the mail handler craft or the reinstatement of former employees into the mail handler craft. The parties further agree that the National Agreement and the arbitration award issued by Carlton Snow on August 13, 1990 in Case No. H7N-4U-C 3766 shall govern status and seniority when an EAS/management employee is involuntarily or voluntarily placed into the mail handler craft.

If issues remain after any demotion or reassignment covered by this MOU, they will be referred to the Article 12 Task Force for discussion and possible resolution.



Allen Mohl
Manager
Contract Administration (NPMHU)
and Employee Workplace Programs

Date: 8-17-15



Thomas J. Branch
Manager
Contract Administration Department
National Postal Mail Handlers Union

Date: August 17, 2015