

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

RE: Addendum to the Filling of Residual Vacancies Memorandum of Understanding

This supersedes a portion of the Memorandum of Understanding (MOU) between the United States Postal Service and the National Postal Mail Handlers Union dated August 17, 2015 and titled *Re: Filling of Residual Vacancies*.

On page one of the August 17, 2015 MOU, item number six (6) states:


"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."

The parties agree and hereby changes item six (6) to read:

"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. All residual vacancies will be posted in eReassign. The number of career reassignments allowed under this paragraph is limited to one in every four full-time opportunities filled in offices of 100 work-years and one in every six full-time opportunities filled in offices of less than 100 work-years.

 2/8/16

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 2/8/16

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**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.

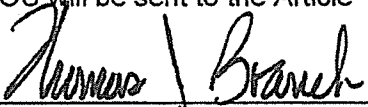
This MOU is nonprecedential and is reached without prejudice to the position of either party in this or any other matter. It may be cited only to enforce its terms.

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.



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and Employee Workplace Programs



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

Date: 8-17-15

Date: August 17, 2015