

January 25, 1995

Vincent R. Sombrotto
President
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, NW
Washington, DC 20001-2197

Dear Vince:

On January 19, William Young and Samuel Pulcrano met to discuss a few recent questions raised concerning the implementation of our January 10 Memorandum of Understanding (MOU) regarding the expansion of the Carrier Technician, Level 6, Program.

As a result of those discussions, it was mutually agreed that the following represents the parties' resolution of these questions:

QUESTION 1: There are current Utility Carrier, Level 5, duty assignments that do not meet the definition outlined in Item 1.a. of the MOU. How does a district resolve any disagreements regarding specific individuals as required in Item 1.b?

RESOLUTION: In the event that a currently encumbered Utility Carrier duty assignment does not meet the definition outlined in Item 1.a. of the MOU (e.g., it covers three letter routes and two router assignments or two collection routes or any combination of these three types or other types of carrier duty assignments), the parties agree that on a one-time basis, solely for the purposes of implementing this agreement, the incumbent carrier will be promoted to Grade Level 6 and the duty assignment will be changed to Carrier Technician, Level 6. This one-time promotion will be accomplished without prejudice to the position of either party and with the

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understanding that the union shall not cite this specific agreement as precedent in any forum whatsoever. It is further understood that management has the right to revert any Carrier Technician, Level 6 duty assignment vacated after April 1, that does not meet the Functional Purpose described in the Carrier Technician Position Description. Of course this does not preclude the union from exercising its right to grieve reversions. As a result of this agreement, the parties believe that there should be very few, if any, disagreements submitted to the district office for review.

QUESTION 2: Item 1.c. of the MOU provides that Utility Carrier duty assignments that are currently in the bid process be voided and posted as Carrier Technician assignments at the next available bid cycle after February 17. What should be the effective date for bids awarded between February 17 and April 1? Please address the following situations: a Level 5 successful bidder on an assignment as described above; a Level 5 unassigned full-time carrier that will be assigned to the above described assignment if not bid; and/or a Level 5 part-time flexible carrier that will be converted to full-time in the event that the assignment is not bid.

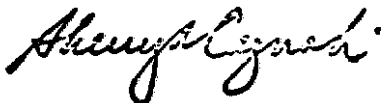
RESOLUTION: In the specific circumstance where a voided Utility Assignment is posted as a Carrier Technician assignment in accordance with Item 1.c., the assignment will be awarded to the successful bidder, but the effective date of the promotion to Grade Level 6 will not be until April 1. The same principle applies to unassigned full-time employees assigned to vacant Carrier Technician duty assignments. In the event that, prior to April 1, a part-time flexible employee is to be converted to full-time to fill a vacant Carrier Technician assignment, he/she will be converted to full-time as a level 5 on the effective date of the conversion, and then promoted to grade Level 6 effective April 1.

QUESTION 3: Part 3 of the MOU requires that an unassigned full-time carrier or a part-time flexible employee converted to full-time meet the Experience Requirements outlined in the Qualification Standards in order to be assigned to vacant Carrier Technician duty assignments. How may management fill the needed vacant assignments in the event neither of these categories of employees meet the Experience Requirements?

RESOLUTION: Guidance can be found in the attached Step 4 decision, (case numbers NC-W-5281/W2067-76N), dated November 30, 1977, which states in pertinent part that; "The Qualification Standards for the position of Carrier Technician require at least two (2) years of Postal experience of which at least one year must have been in the performance of city carrier duties. However, successful completion of a 4 year high school curriculum may be substituted for one (1) year of the required experience, but not the one (1) year of experience as a city carrier. If the experience requirements are posing and (sic) insurmountable problem in filling needed T-6 positions, the Postmaster may request waiver of the requirement..." (copy attached).

If you concur that the above adequately represents the parties' agreement on these matters, please sign indicating your concurrence.

Sincerely,



Sherry A. Cagnoli
Manager
Contract Administration (NALC/NRLCA)
Labor Relations

Concurrence:



Vincent R. Sombrotto
President
National Association of Letter
Carriers, AFL-CIO

Date: _____

Attachment

EMPLOYEE AND LABOR RELATIONS GROU
Washington, DC 20260

M-01198

NOV 30 1977

Mr. Thomas D. Riley
Assistant Secretary-Treasurer
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, N. W.
Washington, D. C. 20001

Re: Branch 4319
Anchorage, AK
NC-W-5281/W2067-76N

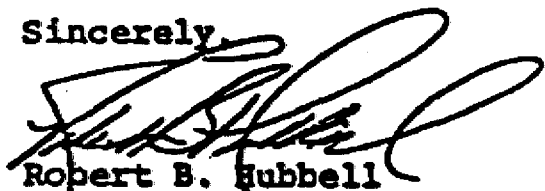
Dear Mr. Riley:

On March 30, 1977, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

The Qualifications Standards for the position of Carrier Technician require at least two (2) years of Postal experience of which at least one year must have been in the performance of city carrier duties. However, successful completion of a 4 year high school curriculum may be substituted for one (1) year of the required experience, but not for the one (1) year of experience as city carrier. If the experience requirements are posing an insurmountable problem in filling needed T-6 positions, the Postmaster may request waiver of the requirement. In accordance with our discussion this grievance is considered to be resolved.

Sincerely,



Robert B. Hubbell
Labor Relations Department

NOTE: Management may waive qualifications for T-6 positions if the only available carrier does not meet them.