

LABOR RELATIONS



Mr. Fredric V. Rolando
 President
 National Association of Letter Carriers
 AFL-CIO
 100 Indiana Avenue, NW
 Washington, D.C. 20001-2144

Re: Q06N-4Q-C 11084998
 Class Action
 Washington, D.C. 20260-4100

Dear Fred:

On several occasions our representatives met in prearbitration discussion on the above-captioned grievance. Time limits were extended by mutual consent.

The issue in this case is whether the maximization provisions contained in the Memorandum of Understanding *Re: Maximization/Full-time Flexible – NALC* (Memorandum) apply when an installation is withholding full-time city letter carrier positions pursuant to Article 12 of the collective bargaining agreement.

After reviewing this matter, we mutually agree to settle the grievance as follows:

When a part-time flexible employee(s) meets the maximization criteria of the Memorandum in an installation that is withholding full-time city carrier residual vacancies in accordance with Article 12, a full-time flexible, incumbent-only position will be established but will not be filled until sufficient residual vacancies have been withheld to satisfy the withholding event(s) affecting the installation, or until the withholding order is canceled. As soon as practicable after satisfaction/cancellation of the subject withholding, the full-time flexible position(s) created pursuant to the first sentence in this paragraph will be filled in accordance with the Memorandum after any residual full-time vacancies (if available).

Any grievance held for this case in an installation that currently has no part-time flexible city letter carriers on the rolls will be closed. Any grievance held for this case in an installation that currently has a part-time flexible city letter carrier(s) on the rolls will be forwarded to headquarters through the regional/area offices. Such cases will, as appropriate, either be resolved or remanded to the step of the grievance procedure where the case(s) was held and processed consistent with the above understanding in accordance with Article 15 of the National Agreement.

Please sign and return the enclosed copy of this decision as acknowledgment of your agreement to resolve this case.

Alan S. Moore
 Manager, Labor Relations
 Policy and Programs
 Labor Relations
 U.S. Postal Service

Fredric V. Rolando
 President
 National Association of Letter
 Carriers, AFL-CIO

Date: 1-22-15