

Delivery Unit Optimization (DUO)

everal months ago, Postal Service management introduced an initiative called Delivery Unit Relocation (DUR). This initiative was subsequently named Delivery Unit Optimization (DUO). So why did they change the name? I don't know. I guess the first acronym didn't work out for it. At any rate, this subject represents more change for some letter carriers this year.

A DUO occurs when all letter carriers in an office are moved to a different installation and the post office where they used to work stays open with window services.

The Postal Service has advertised that some type of reduction and/or movement of employees (including managers) will occur in 2,000 post offices this year around the country, with delivery employees moving from one reporting installation to another. Many of these affected offices involve only rural carriers, but we will see our share of it.

The conversation started with the Postal Service taking the position that this deal is a "transfer of assignments." Transfers of assignments are governed by Article 12, Section C.5.B.1 (page 12-30 in the *JCAM*). We disagreed and argued that this provision didn't fit the situation at hand.

Some of the issues involved from our perspective were appropriate notice to the letter carriers/NALC, who goes, seniority, hold-downs, previously approved annual leave, Local Memorandums of Understanding (LMOUs), differences between the installations involved, what happens if the USPS decides to change its mind, etc.

Each party at the national level had a choice to make in this matter. We could have had a national-level dispute and waited for this to be resolved by a neutral party or attempt to work something out.

I'm happy to report that we chose the latter in a way that resolves many differences permanently and creates an opportunity to resolve LMOU differences while leaving a door open for either party to go back to a national-level dispute over the issue of LMOUs if things don't work out

This is the reason for two separate MOUs on this subject. M-01745 is written straight. That is the deal and it will not change (absent further agreement to the contrary). M-01744 is written differently. There is an opportunity for

either party to get out of this agreement with the exception of Nos. 4 and 5. This agreement reflects the mutual understanding that even if either party gets out, Nos. 4 and 5 will live on. (Full text of the MOUs mentioned can be found on the next page.)

All that said, the Postal Service at the local level seems to believe that everything it does is a DUO. The thing we have to understand is that nothing could be further from the truth.

For instance, if you have two installations that have been working under the same roof for some time and they take out a postmaster and nobody goes anywhere, this isn't a DUO. Why? Because nobody changed work location and Article 12, Section 5.C.2 already governs this scenario.

Once again, the point is that just because the Postal Service says it's doing a DUO doesn't make it so. Please take particular note of the exclusions to these agreements in No. 6 of M-01744 and M-01745.

There are two sides to what is happening here. On the contract side, events such as a discontinuance of an installation, consolidation, or when a station or branch is transferred or made independent, all are governed by the provisions of Article 12, Section 5.C of the National Agreement.

Where DUOs occur, M-01745 resolves issues related to notice, who goes, seniority, hold-downs, previously approved annual leave, etc. M-01744 deals with Local Memorandums of Understanding (LMOU) differences between the installations involved and what happens if the USPS decides to change its mind later.

On the branch jurisdiction side, it must be understood that only our national president (and not the USPS) makes the decision on which branch letter carriers will belong to after multiple branches in whole or in part are combined.

Please contact your national business agent's office, any-time you find out about any movement of letter carriers involving more than one NALC branch, for advice and information. I can assure you that President Rolando will take all the factors of each individual situation into consideration and discuss the matter with all branch presidents involved before making a final decision regarding branch jurisdiction.