

## New interpretive dispute on Assignment of City Delivery MOU

**A**s mentioned in Director of City Delivery Lew Drass' article on the previous page, the Oct. 22, 2008, Memorandum of Understanding Re: Assignment of City Delivery (M- 01694) reads as follows:

The parties agree to the following regarding assignment of city delivery.

- The Memorandum of Understanding Re: Subcontracting, dated September 11, 2007, continues in full force and effect.
- The six-month moratorium referenced in the September 11, 2007 Memorandum of Understanding Re: Article 32 Committee, is continued for the remainder of the term of the 2006 National Agreement.
- In city only delivery offices with highway contract delivery, all new growth will be assigned to the city carrier craft, except for in-growth on existing highway contract delivery routes.
- Disputes over whether an existing contract route is CDS or highway contract will be resolved by the Article 32 Committee, established pursuant to the September 11, 2007 Memorandum of Understanding, Re: Article 32 Committee.

In offices with both city and rural delivery, new deliveries will be assigned in keeping with the following:

- Growth will be assigned in accordance with boundaries that have been established by agreement of the Postal Service, National Association of Letter Carriers, and National Rural Letter Carriers' Association.
- Absent such agreement, the city letter carrier craft will be assigned all new growth (i.e., new deliveries that are not in-growth on an existing route assigned to another form of delivery), subject to the following. The Postal Service may assign new growth to another form of delivery only if assigning the work to the city letter carrier craft would result in inefficiencies. In such case, the appropriate NALC National Business Agent must be provided notice. If the union disagrees with such assignment, the National Business Agent may directly refer the matter to a national level task force. This task force will consist of two members appointed by the Postal Service Vice President, Labor Relations, and two members appointed by the President of the NALC. The task force will promptly determine whether assignment of such deliveries to the city letter carrier craft will result in inefficiencies.

The parties recognize and agree that this agreement does not alter or amend the terms of the September 11, 2007, Memorandum of Understanding Re: Subcontracting MOU Issues and that the provisions of that MOU apply to this agreement. As such, the duration of this agreement is lim-

ited to the remainder of the contract term in accordance with the provisions of that MOU.

However, the duration of this agreement is also subject to the parties' implementation of the October 22, 2008, Memorandum of Understanding, Re: Interim Alternate Route Adjustment Process. Therefore, if the Postal Service continues to experience mail volume declines so as to invoke the fifth paragraph of that MOU, and the parties are unable to agree to a new process or use again the process described in that MOU by June 30, 2009 or June 30, 2010, this agreement shall terminate and be of no effect.

**The Postal Service has taken the position that M-01694 expired on Nov. 20, 2011. NALC disagrees.**

On April 24, 2012, NALC filed an interpretive dispute on this issue by letter from NALC President Rolando to USPS Vice President, Labor Relations Doug Tulino. The text of the letter follows:

In accordance with Article 15, Section 3.F of the National Agreement, I hereby initiate at the national level the interpretive dispute described below.

In a notice published in the April 3, 2012 "AMS Update," the Postal Service asserts that the Assignment of City Delivery Memorandum of Understanding dated October 22, 2008 (the MOU") has expired. The notice also states that "delivery units are currently not bound by its terms." (We assume that the Postal Service acknowledges that delivery units continue to be bound by the MOU's terms for assignment of new deliveries prior to the alleged expiration.)

NALC disagrees with the position asserted in the "AMS Update." Neither the October 22, 2008 MOU, nor the September 11, 2007 Memorandum of Understanding Re: Subcontracting MOU Issues, authorize the Postal Service unilaterally to discontinue compliance with the MOU, following the expiration date of the 2006 National Agreement. Rather, in the September 11, 2007 MOU, NALC reserved its position that the Postal Service must maintain existing terms and conditions, including compliance with the MOU, until a successor National Agreement is settled through interest arbitration, or otherwise. Indeed, NALC's final economic proposal submitted to the Postal Service explicitly includes its position that the essential terms of the MOU should be incorporated in the next National Agreement.

Notwithstanding the initiation of this interpretive dispute, NALC reserves the right to file grievances at the local level to challenge specific instances of non-compliance with the MOU.

An Interpretive Step discussion of this matter should be scheduled at the parties' mutual convenience. ☐