

MEMORANDUM OF UNDERSTANDING
 BETWEEN THE
 UNITED STATES POSTAL SERVICE
 THE
 AMERICAN POSTAL WORKERS UNION, AFL-CIO
 AND THE
 NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO

Jurisdictional issues, arising under the Modified Article 15 pilot program, will not be addressed by arbitrators in that forum.

Whenever jurisdictional issues are raised under the Modified Article 15 pilot program, and no resolution is reached by the parties at Step 2, the Union may appeal such issues to the regional level of the regular grievance and arbitration procedure. Such issues will be processed pursuant to those provisions under Article 15 of the National Agreement.

William J. Downes
 William J. Downes
 Director
 Office of Contract
 Administration
 U.S. Postal Service

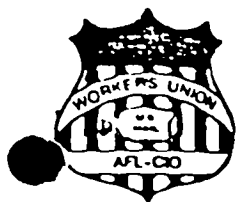
Date 8/29/89

Francis J. Conners
 Francis J. Conners
 Executive Vice President
 National Association of
 Letter Carriers, AFL-CIO

Date 10/3/89

William Burrus
 William Burrus
 Executive Vice President
 American Postal Workers
 Union, AFL-CIO

Date 9-20-89



American Postal Workers Union, AFL-CIO

817 Fourteenth Street, N.W., Washington, D.C. 20005 • (202) 842-4246

WILLIAM BURRUS
Executive Vice President

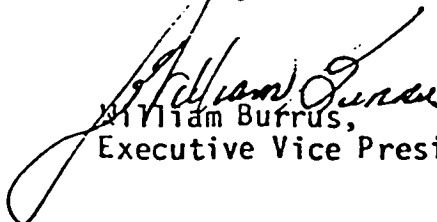
March 28, 1985

Dear Mr. Fritsch:

A review of recent regional level arbitration decisions indicates that several regional level arbitrators are interpreting contractual provisions contrary to national level decisions. In cases numbered NIM-IM-C-14106 and NIC-IM-C-13122 the arbitrators ruled that Article 7 "gives management the right to assign workers across craft lines when sufficient work is not available within the assigned craft." These decisions appear to ignore the national level decision of Arbitrator Block in case number H8S-5F-C-802 where the controlling language was interpreted "that management's right to cross craft lines is substantially limited," requiring exceptionally heavy work in one craft and light work in the other craft. It appears that the second requirement of heavy work in the gaining craft was ignored.

I do not seek to overturn the regional level decision in raising this issue through correspondence, but to determine if the parties at the national level have different interpretations of the Block Award. And in the event the parties are in agreement I question whether the process is well served through conflicting lower level awards.

Sincerely,


William Burrus,
Executive Vice President

Tom Fritsch,
Assistant Postmaster General
Labor Relations
United States Postal Service
475 L'Enfant Plaza, S.W.
Washington, D.C. 20260

WB:mc

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Southwestern Region



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260

April 5, 1985

Mr. William Burrus
Executive Vice President
American Postal Workers Union,
AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Dear Mr. Burrus:

This is in response to your March 28 letter to Assistant Postmaster General Thomas J. Fritsch regarding the application of Article 7, Section 2, by two regional regular panel arbitrators in recent awards issued by them.

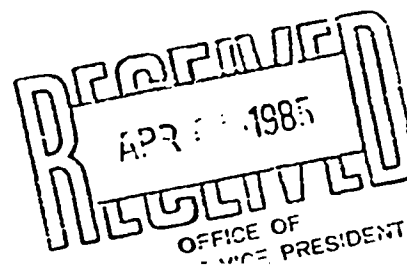
We are not in disagreement with respect to our contractual obligations under Article 7 as set forth by Arbitrator Bloch's award in case H8S-5F-C-8027. We are also cognizant of the cautions set forth at the bottom of page 8 and top of page 9 of the award, where the arbitrator stated:

Particular care should be employed in reading this Opinion, for the finding is closely confined to the particular facts of the day.

and on page 10, where he states:

In each case, the particular facts and circumstances must be scrutinized.

We do not view either of the regional awards as being contrary to the dicta provided in the Bloch award. Apparently, both Arbitrator Dennis and Arbitrator Stutz were satisfied that the particular facts in the cases presented to them were sufficient to establish that the Employer had carried the burden of



Mr. William Burrus

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proving there was "insufficient work" on the day(s) in question and that the crossing of crafts in the circumstances which existed was justified. In the national level award, Arbitrator Bloch found that:

In this case, the evidence relevant to this particular fact situation fails to sustain Management's responsibility of showing "insufficient" work in the Letter Carrier unit.

We are not in disagreement with the Bloch opinion that ". . . Management's right to cross craft lines is substantially limited." As indicated, however, the two regional panel arbitrators were apparently satisfied that the requisite conditions were met in the particular facts in each case to justify the crossing of craft lines as provided in Article 7, Section 2.B.

Sincerely,



William E. Henry, Jr.
Director
Office of Grievance and
Arbitration
Labor Relations Department