

***TRI - STATE CONVENTION***

**Arkansas- Iowa- Missouri**

March 16-17, 2001

**St.Louis, Missouri**

***ARTICLE 12/EXCESSING***

Robert D. Kessler - Carl F. Casillas  
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# American Postal Workers Union, AFL-CIO

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**Dear Delegate:**

**This handout is intended to cover, on a limited basis, the issue of excessing as it specifically relates to the needs of a section (12.5.C.4) and installation (12.5.C.5) and is not intended to be an in-depth program covering all aspects of Article 12 excessing.**

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**Two recent developments have substantially affected the mechanics of excessing which have produced unresolved issues currently under discussion at the national level. Those developments involve the "upgrade" of all letter carriers and reassignments which involve preference-eligible employees.**

**As with any complex issue you should feel free to contact our office for assistance in the event that excessing affects your installation.**

**Regional Coordinators**

Leo F. Persails  
Central Region

Jim Burke  
Eastern Region

Elizabeth "Liz" Powell  
Northeast Region

Terry Stapleton  
Southern Region

Raydell R. Moore  
Western Region

**Yours for a Stronger UNION,**

**Robert D. Kessler  
National Business Agent**

**In Union Solidarity,**

**Carl Casillas  
National Business Agent**

## *Principles Of Reassignments*

## ARTICLE 12

### PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS

ARTICLE 12 PROVIDES MANAGEMENT WITH THE ABILITY TO REASSIGN EXCESS EMPLOYEES. SEVERAL FACTORS ARE UNIVERSAL IN ANY APPLICATION OF ARTICLE 12. THEY ARE:

- 1. ADVANCE NOTIFICATION TO THE UNION AND EMPLOYEES IS REQUIRED. (12.4.B)
- 2. DISLOCATION AND INCONVENIENCE TO FULL-TIME AND PART-TIME FLEXIBLE EMPLOYEES MUST BE HELD TO A MINIMUM CONSISTENT WITH THE NEEDS OF THE SERVICE (12.4.A)
- 3. TO THE EXTENT POSSIBLE, CASUAL EMPLOYEES WORKING IN THE AFFECTED CRAFT AND INSTALLATION MUST BE SEPARATED, AND PTF HOURS REDUCED BEFORE EXCESSING. (12.4.D) (12.5.C.5.a.(2) & a.(3))
- 4. A MAJOR OPERATIONAL CHANGE WHICH HAS AN IMPACT ON THE WORK FORCE MAY TRIGGER APPLICATION OF ARTICLE 12. (12.4.B)

IN ADDITION, PLEASE NOTE THE FOLLOWING:

- 5. OCCUPATIONAL GROUP DOES NOT APPLY TO THE CLERK CRAFT. CLERKS ARE IDENTIFIED FOR REASSIGNMENT BY SALARY LEVEL.
- 6. ARTICLE 12.5.D SETS ASIDE THE PART-TIME REGULAR EMPLOYEE AS A SEPARATE CATEGORY FOR EXCESSING PURPOSES AND THE REASSIGNMENT OF FULL-TIME REGULARS DOES NOT AFFECT THIS CATEGORY OF EMPLOYEE. HOWEVER, ALL PROVISIONS OF ARTICLE 12, SECTION 5, APPLY TO THE REASSIGNMENT OF PART-TIME REGULARS.
- 7. INCUMBENTS IN EACH BEST QUALIFIED POSITION AND SALARY LEVEL WILL BE IN A SEPARATE CATEGORY FOR ARTICLE 12 EXCESSING PURPOSES. THESE CATEGORIES WILL BE SEPARATE FROM SENIOR QUALIFIED POSITIONS. (ARTICLE 37.3.A.7.d)

## ARTICLE 12, SECTION 4

### PRINCIPLES OF REASSIGNMENTS

• 12.4.A A PRIMARY PRINCIPLE IN EFFECTING REASSIGNMENTS WILL BE THAT DISLOCATION AND INCONVENIENCE TO EMPLOYEES IN THE REGULAR WORK FORCE SHALL BE KEPT TO A MINIMUM, CONSISTENT WITH THE NEEDS OF THE SERVICE. REASSIGNMENTS WILL BE MADE IN ACCORDANCE WITH THIS SECTION AND THE PROVISIONS OF SECTION 5 BELOW.

• 12.4.B WHEN A MAJOR RELOCATION OF EMPLOYEES IS PLANNED IN MAJOR METROPOLITAN AREAS OR DUE TO THE IMPLEMENTATION OF NATIONAL POSTAL MAIL NETWORKS, THE EMPLOYER WILL APPLY THIS ARTICLE IN THE DEVELOPMENT OF THE RELOCATION AND REASSIGNMENT PLAN. AT LEAST 90 DAYS IN ADVANCE OF IMPLEMENTATION OF SUCH PLAN, THE EMPLOYER WILL MEET WITH THE UNION AT THE NATIONAL LEVEL TO FULLY ADVISE THE UNION HOW IT INTENDS TO IMPLEMENT THE PLAN. IF THE UNION BELIEVES SUCH PLAN VIOLATES THE NATIONAL AGREEMENT, THE MATTER MAY BE GRIEVED.

SUCH PLAN SHALL INCLUDE A MEETING AT THE REGIONAL LEVEL IN ADVANCE (AS MUCH AS SIX MONTHS WHENEVER POSSIBLE) OF THE REASSIGNMENTS ANTICIPATED. THE EMPLOYER WILL ADVISE THE UNION, BASED ON THE BEST ESTIMATES AVAILABLE AT THE TIME, OF THE ANTICIPATED IMPACT; THE NUMBERS OF EMPLOYEES EFFECTED BY CRAFT; THE LOCATIONS TO WHICH THEY WILL BE ASSIGNED; AND, IN THE CASE OF A NEW INSTALLATION, THE ANTICIPATED COMPLEMENT BY TOUR AND CRAFT. THE UNION WILL BE PERIODICALLY UPDATED BY THE REGION SHOULD ANY OF THE INFORMATION CHANGE DUE TO MORE CURRENT DATA BEING AVAILABLE. (VEGLIANTE TO BURRUS LETTER (A1) 5/27/1877 (1987))

12.4.B PROVIDES A CONSISTENT FRAMEWORK WITHIN WHICH MANAGEMENT'S DECISION TO EXCESS EMPLOYEES MAY BE EFFECTED. IT ALSO PROVIDES SPECIFIC TIME FRAMES WITHIN WHICH CONSULTATION IS TO BE HELD WITH THE UNION, SPECIFIES WHAT INFORMATION IS TO BE SHARED WITH THE UNION, AND PROVIDES A MECHANISM FOR DISPUTE RESOLUTION.

## ARTICLE 12, SECTION 5 - REASSIGNMENTS

### 12.5.A BASIC PRINCIPLES AND REASSIGNMENTS

#### WHEN IT IS PROPOSED TO:

- 12.5.A.1 DISCONTINUE AN INDEPENDENT INSTALLATION;
- 12.5.A.2 CONSOLIDATE AN INDEPENDENT INSTALLATION (i.e., DISCONTINUE THE INDEPENDENT IDENTITY OF AN INSTALLATION BY MAKING IT PART OF ANOTHER AND CONTINUING INSTALLATION);
- 12.5.A.3 TRANSFER A CLASSIFIED STATION OR CLASSIFIED BRANCH TO THE JURISDICTION OF ANOTHER INSTALLATION OR MAKE AN INDEPENDENT INSTALLATION;
- 12.5.A.4 REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION OF THAT INSTALLATION;
- 12.5.A.5 REDUCE THE NUMBER OF REGULAR WORK FORCE EMPLOYEES OF AN INSTALLATION OTHER THAN BY ATTRITION;
- 12.5.A.6 CENTRALIZED MAIL PROCESSING AND/OR DELIVERY INSTALLATION (CLERK CRAFT ONLY);
- 12.5.A.7 REASSIGNMENT—MOTOR VEHICLES; SECTION 5
- 12.5.A.8 REASSIGNMENT—PART-TIME FLEXIBLES IN EXCESS OF QUOTA; SUCH ACTIONS SHALL BE SUBJECT TO THE FOLLOWING PRINCIPLES AND REQUIREMENTS.

*12.5.A.1 THROUGH 12.5.A.8 IS A TABLE OF CONTENTS FOR THE APPLICATION OF 12.5.C. WHEN THE DETERMINATION IS MADE THAT REASSIGNMENTS ARE NECESSARY, THE APPROPRIATE PROVISION MUST BE IDENTIFIED AND INVOKED. WHILE 12.5.A.5 IS THE MOST OFTEN USED PROVISION, IT MUST NOT BE APPLIED UNLESS THE OTHERS ARE INAPPROPRIATE. FOR INSTANCE, 12.5.A.4 SHOULD BE APPLIED WHEN IT IS NECESSARY TO MOVE SOME POSITIONS FROM ONE TOUR AND/OR SECTION TO ANOTHER TOUR AND/OR SECTION. THE PROVISIONS OF 12.5.A.5 SHOULD BE APPLIED WHEN IT IS NECESSARY TO DECREASE THE ACTUAL NUMBER OF EMPLOYEES IN THE INSTALLATION.*

*Reassignment Within An Installation Of Employees  
Excess To The Needs Of A Section*

Article 12.5.C.4

**4. Reassignment Within an Installation of Employees Excess to the Needs of a Section**

- a. The identification of assignments comprising for this purpose a section shall be determined locally by local negotiations. If no sections are established immediately by local negotiations, the entire installation shall comprise the section.
- b. Full-time employees, excess to the needs of a section, starting with that employee who is junior in the same craft or occupational group and in the same level assigned in that section, shall be reassigned outside the section but within the same craft or occupational group. They shall retain their seniority and may bid on any existing vacancies for which they are eligible to bid. If they do not bid, they may be assigned in any vacant duty assignment for which there was no senior bidder in the same craft and installation. Their preference is to be considered if more than one such assignment is available.

**Article 12.5.C.5**

- c. Such reassigned full-time employee retains the right to retreat to the section from which withdrawn only upon the occurrence of the first residual vacancy in the salary level after employees in the section have completed bidding. Such bidding in the section is limited to employees in the same salary level as the vacancy. Failure to bid for the first available vacancy will end such retreat right. The right to retreat to the section is optional with the employee who has retreat rights with respect to a vacancy in a lower salary level. Failure to exercise the option does not terminate the retreat rights in the salary level in which the employee was reassigned away from the section. In the Clerk Craft, an employee may exercise the option to retreat to a vacancy in a lower salary level only to an assignment for which the employee would have been otherwise eligible to bid.
- d. The duty assignment vacated by the reassignment of the junior full-time employee from the section shall be posted for bid of the full-time employees in the section. If there are no bids, the junior remaining unassigned full-time employee in the section shall be assigned to the vacancy.



**12.5.C.4 - REASSIGNMENT WITHIN AN INSTALLATION OF EMPLOYEES  
EXCESS TO THE NEEDS OF A SECTION**

**1. WHO IDENTIFIES ASSIGNMENTS COMPRISING A SECTION FOR THE  
PURPOSE OF REDUCING THE NUMBER OF EMPLOYEES BY OTHER  
THAN ATTRITION?**

- **12.5.C.4.a - THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION IS DETERMINED LOCALLY, THROUGH NEGOTIATIONS. IF A LOCAL UNION AND MANAGEMENT FAIL TO NEGOTIATE SECTIONS, THE ENTIRE INSTALLATION IS CONSIDERED A SECTION FOR REASSIGNMENT PURPOSES.**

**2. WHO IS REASSIGNED?**

- **12.5.C.4.b - THE AGREEMENT REQUIRES MANAGEMENT TO REASSIGN THE JUNIOR FULL-TIME EMPLOYEE IN THE SAME CRAFT AND LEVEL.**

**3. TO WHERE IS HE/SHE REASSIGNED?**

**12.5.C.4.b - THE EXCESSED EMPLOYEE IS REASSIGNED OUTSIDE THE SECTION, WITHIN THE INSTALLATION, IN THE SAME CRAFT AND LEVEL. SENIORITY IS RETAINED AND THE EMPLOYEE MAY BID ON ANY EXISTING VACANCY FOR WHICH THEY ARE ELIGIBLE. FAILING TO BID, THEY MAY BE ASSIGNED TO ANY VACANT DUTY ASSIGNMENT FOR WHICH THERE WAS NO SENIOR BIDDER, OR THEY MAY REMAIN AS AN UNENCUMBERED REGULAR UNTIL SUCH TIME AS THEY ARE ASSIGNED A NO BID POSITION, AS OUTLINED IN ARTICLE 37.4.C.**

**4. DOES THE EXCESSED EMPLOYEE HAVE RETREAT RIGHTS?**


- **12.5.C.4.c - THE EMPLOYEE DOES HAVE RETREAT RIGHTS TO THE FIRST RESIDUAL VACANCY IN THEIR LEVEL, AFTER EMPLOYEES IN THE SECTION HAVE COMPLETED BIDDING. HOWEVER, THEY LOSE THEIR RETREAT RIGHTS UPON THEIR FAILURE TO BID FOR THE FIRST RESIDUAL VACANCY IN THEIR SALARY LEVEL IN THE FORMER SECTION.**


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

Re: Retreat Rights - Article 12.5.C.4

The parties mutually agree that the following bidding procedures will apply when clerk craft employees of different levels comprise a section and excessed employee have expressed a desire to retreat back to their former section.

1. The initial vacancies occurring within a Section in the same salary level from which excessed employees have active retreat rights, when posted are limited to employees within the section of the same salary level as the excessed employees.
2. The residual vacancy that occurs from one above is then offered to employees who have retreat rights to the section and who, at the time of excessing, were in the same salary level as the residual vacancy when excessed.
3. If vacancies remain after the offering of retreat rights to eligible employees, these vacancies are posted for bid.
4. Vacancies that occur within the section that are not of the same salary level of the excessed employee with retreat rights are posted for bid.

  
Mr. Anthony J. Vegliante  
Manager, Grievance and Arbitration  
Labor Relations

  
Mr. William Burrus  
Executive Vice President  
American Postal Workers Union

Date 5/27/94

*Reduction In The Number Of Employees In An  
Installation Other Than By Attrition*

Article 12.5.C.5

Article 12.5.C.5

5. Reduction in the Number of Employees in an Installation Other Than by Attrition

a. Reassignments within installation. When for any reason an installation must reduce the number of employees more rapidly than is possible by normal attrition, that installation:

- (1) Shall determine by craft and occupational group the number of excess employees;
- (2) Shall, to the extent possible, minimize the impact on regular work force employees by separation of all casuals;
- (3) Shall, to the extent possible, minimize the impact on full-time positions by reducing part-time flexible hours;
- (4) Shall identify as excess the necessary number of junior full-time employees in the salary level, craft, and occupational group affected on an installation-wide basis within the installation; make reassignments of excess full-time employees who meet the minimum qualifications for vacant assignments in other crafts in the same installation; involuntarily reassign them (except as provided for letter carriers and special delivery messengers and vehicle service employees in Section C.5.b below) in the same or lower level with seniority, whichever is the lesser of:
  - (a) ~~One day junior to the seniority of the junior full-time employee in the same level and craft or occupational group in the installation to which assigned, or~~
  - (b) ~~The seniority the employee had in the craft from which reassigned. The 5-year rule does not apply.~~
- (5) The employee shall be returned at the first opportunity to the craft from which reassigned.
- (6) When returned, the employee retains seniority previously attained in the craft augmented by intervening employment in the other craft.
- (7) The right of election by a senior employee provided in paragraph b(3), below is not available for this cross-craft reassignment within the installation.

ARTICLE 12, SECTION 5.C.5.a.1.-7

REDUCTION IN THE NUMBER OF EMPLOYEES IN AN  
INSTALLATION BY OTHER THAN ATTRITION

What Action Must Management Take Before Excessing Full-Time Employees From An Installation? *Management is required to:*

1. Determine, by craft and occupational group, the number of excess employees.
2. Separate all casuals to the extent possible, thus minimizing the impact on the career regular workforce.
3. Reduce part-time flexible hours, to the extent possible, again, to minimize the impact on full-time positions.
4. Who is declared excess? The junior full-time employees in the salary level, craft, and occupational group affected, on an installation-wide basis.
  - Where are they reassigned? To the extent possible, the excessed full-time employees are reassigned within the installation to other crafts at the same or lower level.
  - How is this accomplished? The employees are involuntarily reassigned.
  - Do they retain their craft seniority? No, the Craft Articles govern.

Article 12.5.C.5.b. provides that regulars reassigned to other crafts within the installation be reassigned with seniority whichever is the lesser of:

- a. One day junior to the seniority of the junior full-time employee in the same craft or occupational group in the installation to which reassigned,  
or,
- b. The seniority the employee had in the craft from which reassigned.

**But this language is no longer valid as the Craft Articles now prevail in governing the seniority standing of excessed employees, as a result of the 1978 changes in Article 12.5.B.10. (which is 12.5B.9. in the current Agreement). The parties simply have not changed the language.**

Article 12.5.C.5.b.(1)

b. Reassignments to other installations after making reassignments within the installation:

(1) Involuntarily reassign such excess full-time employees starting with the junior with their seniority for duty assignments to vacancies in the same or lower level in the APWU crafts in installations within 100 miles of the losing installation, or in more distant installations if after consultation with the Union it is determined that it is necessary, the Postal Service will designate such installations for the reassignment of excess full-time employees. Employees who meet the minimum qualifications will be afforded their option of available vacancies by seniority. However:

(a) Whenever full-time or part-time motor vehicle craft assignments are discontinued in an installation and there is an excess in a position designation and salary level, the

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Article 12.5.C.5.b.(3)

excess shall be adjusted to the maximum extent possible by making voluntary reassignments to vacant motor vehicle craft positions in installations within 100 miles unless the employee applies for a vacancy in a more distant installation. Senior qualified applicants for such vacant positions shall be reassigned. When reassignment is in the same designation and salary level, the reassigned employee retains his/her seniority.

(2) Involuntarily reassign full-time employees for whom consultation did not provide for placement under b(1) above in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level with permanent seniority for duty assignments whichever is lesser of:

(a) one day junior to the seniority of the junior full-time employee in the same level and craft or occupational group in the installation to which assigned, or

(b) the seniority he/she had in the craft from which reassigned. The 5-year rule does not apply.

(3) Any senior employee in the same craft or occupational group in the same installation may elect to be reassigned to the gaining installation and take the seniority of the senior full-time employee subject to involuntary reassignment. Such

Article 12.5.C.5.b.(4)

senior employees who accept reassignment to the gaining installation do not have retreat rights.

(4) When two or more such vacancies are simultaneously available, first choice of duty assignment shall go to the senior employee entitled by displacement from a discontinued installation to such placement.

(5) A full-time employee shall have the option of changing to part-time flexible in the same craft or occupational group in lieu of involuntary reassignment.

(6) Employees involuntarily reassigned under b(1) and (2) above, other than senior employees who elect to be reassigned in place of junior employees, shall be entitled at the time of such reassignment to file a written request to be returned to the first vacancy in the level, in the craft or occupational group in the installation from which reassigned, and such request shall be honored so long as the employee does not withdraw it or decline to accept an opportunity to return in accordance with such request.

In the Clerk Craft, an employee(s) involuntarily reassigned shall be entitled at the time of such reassignment to file a written request to return to the first vacancy in the craft and installation from which reassigned. Such request for retreat rights must indicate whether the employee(s) desires to retreat to the same,

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lower, and/or higher salary level assignment and, if so, what salary level(s). The employee(s) shall have the right to bid for vacancies within the former installation and the written request for retreat rights shall serve as a bid for all vacancies in the level from which the employee was reassigned and for all residual vacancies in other levels for which the employee has expressed a desire to retreat. The employee(s) may retreat to only those assignments for which the employee(s) would have been otherwise eligible to bid. If vacancies are available in a specified lower, higher or same salary level, the employee will be given the option. Failure to exercise retreat rights to the first available vacancy terminates such rights. Furthermore, employee(s) electing to retreat to a lower level assignment are not entitled to salary protection.

[see Memo, page 314]

ARTICLE 12, SECTION C.5.b. 1-6

REASSIGNMENTS TO OTHER INSTALLATIONS AFTER MAKING  
REASSIGNMENTS WITHIN THE INSTALLATION

If excess junior full-time employees cannot be reassigned to another craft in their own installation, *what occurs?*

- (1.) They are involuntarily reassigned by juniority **with their seniority for duty assignments** to vacancies in the same or lower level in the same craft or occupational group within 100 miles.
  - If no such vacancies exist, reassignment will be made beyond 100 miles after consultation with the union.
  - Employees will be afforded their option of available vacancies by seniority.

If excess employees cannot be reassigned to vacancies in their own craft in accordance with the above, *what occurs?*

- (2.) They are involuntarily reassigned to other crafts in the same or lower level, within 100 miles.
  - **What effect will this have on their seniority standing? They will be required to start a new period of seniority. The Craft Articles, as a result of the 1978 changes in Article 12, now govern.**
- (3.) May a senior full-time employee in the same craft elect to take the place of a junior excess employee? Any senior employee in the same craft or occupational group in the same installation may elect to be excessed in lieu of a junior employee.
  - The employee takes the seniority of the senior full-time employee subject to reassignment if reassigned within the same craft, **or begins a new period of seniority if reassigned to another craft.**

- In the clerk craft, an employee(s) involuntarily reassigned shall be entitled at the time of such reassignment to file a written request to return to the first vacancy in the craft and installation from which reassigned. Such request for retreat rights must indicate whether the employee(s) desires to retreat to the same, lower, and/or higher salary level assignment and, if so, what salary level(s). The employee(s) shall have the right to bid for vacancies within the former installation and the written request for retreat rights shall serve as a bid for all vacancies in the level from which the employee was reassigned and for all residual vacancies in other levels for which the employee has expressed a desire to retreat. The employee(s) may retreat to only those assignments for which the employee(s) would have been otherwise eligible to bid. **If vacancies are available in a specified lower, higher or same salary level, the employee will be given the option. Failure to exercise retreat rights to the first available vacancy terminates such rights. Furthermore, employee(s) electing to retreat to a lower level assignment are not entitled to salary protection.**

(Memo - page 314)

- This language totally changes the procedures for employees to retreat when excessed from their craft and installation. This procedure provides that the excessed employee will indicate on the established local form vacancies to which she/he wishes to retreat (same, higher, lower). The submitted form will serve as a bid for all initial vacancies in the level from which excessed and to all residual vacancies in higher or lower level vacancies. This form will be completed by the employee without knowing the hours, days or skills required of the future vacancies.
- The bidding process of Article 37 will govern the senior bidder and withdrawal procedures. The intent is to return the employee to the former craft or installation and not to a specific assignment with hours or days. **An employee who does not wish to take a chance on obtaining an assignment that he/she will not want can either decide not to note on the form the desire to return to a specific level and accept any position in the level selected or obtain a copy of the posting and withdraw from any bid that is not desirable. Withdrawal from bidding to a vacancy terminates retreat rights to future vacancies in that level. The employee would continue to bid to vacancies in other levels noted on the retreat form.**



## *References*

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

RE: Article 12

The following provisions are mutually agreed to by the parties so that the primary principle of reassignment, the dislocation and inconvenience to employees in the regular workforce shall be kept to a minimum, consistent with the needs of the service.

The union, at the regional level, will be given notice when technological and mechanization changes impact the bargaining unit, no less than 90 days, but as much as 6 months whenever possible. This notice shall be in the form of the Manpower Impact Report (copy attached).

Any involuntary reassignments outside the installation will require a local labor management meeting. It is in the interest of both parties to meet as soon as practicable and to develop an ongoing flow of communications to insure that the principle(s) of Article 12 (reassignment) are met.

The first local labor management meeting must be held no later than 90 days prior to the involuntary reassignment of employees.

Clinton J. Valente  
U.S. Postal Service

William J. Hayes  
American Postal Workers  
Union, AFL-CIO

9-20-89  
(Date)

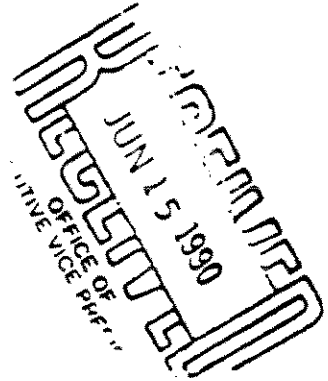
9-20-89  
(Date)



UNITED STATES POSTAL SERVICE  
Labor Relations Department  
475 L'Enfant Plaza, SW  
Washington, DC 20260-4100

June 11, 1990

Mr. William Burrus  
Executive Vice President  
American Postal Workers  
Union, AFL-CIO  
1300 L Street, NW  
Washington, DC 20005-4128



Dear Bill:

This letter is in response to your April 18 correspondence requesting management's interpretation of the contract as it applies to the assignment of ill or injured employees when excessing occurs.

Management's interpretation of Article 12 of the contract is that, when excessing occurs in a craft, either within the installation or to another installation, the sole criteria for selecting the employees to be excessed is craft seniority. Whether or not a member of the affected craft is recovering from either an on- or off-the-job injury would have no bearing on his/her being excessed.

In the case of other craft employees who are temporarily assigned to the craft undergoing the excessing, they would have to be returned to their respective crafts. This is in accordance with the provisions of Article 13, Section 4.C. which reads:

- " The reassignment of a full-time regular or part-time flexible employee to a temporary or permanent light duty or other assignment shall not be made to the detriment of any full-time regular on a scheduled assignment or give a reassigned part-time flexible preference over other part-time flexible employees."

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

The United States Postal Service and the American Postal Workers Union, AFL-CIO (Parties), mutually agree that Arbitrator Carlton Snow's award in Case Number E7N-4Q-C 10845 shall be applied in a prospective fashion effective with the date of the award.


Accordingly, employees who are excessed into APWU represented crafts (Clerk, Maintenance, Motor Vehicle, and Special Delivery Messenger) after December 19, 1991, under the provisions of Article 12.5.C.5, shall begin a new period of seniority.

This Memorandum is without precedent or prejudice to the position of either party concerning the issue of prospective or retroactive application of arbitration awards.



Stephen W. Furgeson  
General Manager  
Grievance and Arbitration  
Division

Date April 1, 1992

  
Moe Biller  
President  
American Postal Workers  
Union, AFL-CIO

Date April 16, 1992

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

Re: Article 12.5.C.5.b(6)

... In the Clerk Craft, an employee(s) involuntarily reassigned shall be entitled at the time of such reassignment to file a written request to return to the first vacancy [in the same or lower salary level] in the craft and installation from which reassigned. Such request for retreat rights must indicate whether the employee(s) desires to retreat to the same, lower, and/or higher salary level assignment and, if so, what salary level(s). The employee(s) shall have the right to bid for vacancies within the former installation and the

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written request for retreat rights shall serve as a bid for vacancies in the level from which the employee was reassigned and for all residual vacancies in other levels for which the employee has expressed a desire to retreat. The employee(s) may retreat to only those [lower level] assignments for which the employee(s) would have been eligible to bid. If vacancies are available in the specified lower, higher or same salary level [and in the salary level], the employee will be given the option.

Repostings occurring pursuant to Article 37, Sections 3.A.4.a, 3.A.4.b, and 3.A.4.c, are specifically excluded from the application of this subsection.

Withdrawal of a bid or failure to qualify for a vacancy or residual vacancy terminates retreat rights to the level of the vacancy. Furthermore, employees(s) electing to retreat to a lower level are not entitled to salary protection.

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

Re: Cross Craft Reassignments

In instances where employees represented by the APWU will be involuntarily reassigned outside the installation, employees may be reassigned to other APWU crafts outside the installation. Such employees who meet the minimum qualifications will be afforded their option of available vacancies by seniority.

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNITED STATES POSTAL SERVICE AND  
THE JOINT BARGAINING COMMITTEE  
(The American Postal Workers Union, AFL-CIO, and  
National Association of Letter Carriers, AFL-CIO)

Re: Article 7, 12 and 13 - Cross Craft and Office Size

A. It is understood by the parties that in applying the provisions of Articles 7, 12 and 13 of the 1998 National Agreement, cross craft assignments of employees, on both a temporary and permanent basis, shall continue as they were made among the six crafts under the 1978 National Agreement.

B. It is also agreed that where the 1998 Agreement makes reference to offices/facilities/installations with a certain number of employees or man years, that number shall include all categories of bargaining unit employees in the office/facility/installation who were covered by the 1978 National Agreement.

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United States Postal Service  
475 Equal Plaza SW  
Washington, DC 20260

Mr. Thomas Thompson  
Assistant Director  
Clerk Craft Division  
American Postal Workers  
Union, AFL-CIO  
1300 L Street, N.W.  
Washington, DC 20005-4128

Re: H7C-4K-C 28684  
CLASS ACTION  
CEDAR RAPIDS IA 52401

Dear Mr. Thompson:

Recently, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance concerns the meaning of the "within 100 mile" limit in Article 12.


After discussion, we agreed to settle this grievance as follows:


The 100 mile criteria identified in Article 12, (e.g. 12.5.C.1.b, 12.5.C.1.d, 12.5.C.1.f, 12.5.C.5.b.(1), and 12.5.C.5.b.(1)(b) is measured as the shortest actual driving distance between installations.

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

Time limits were extended by mutual consent.

Sincerely,

  
Kathleen Sheenan  
Grievance and Arbitration  
Labor Relations

  
Thomas Thompson  
Assistant Director  
Clerk Craft Division  
American Postal Workers  
Union, AFL-CIO

Date: 7-23-93



UNITED STATES POSTAL SERVICE  
375 L'ENFANT PLAZA SW  
WASHINGTON DC 20260

November 5, 1992

Mr. William Burrus  
Executive Vice President  
American Postal Workers  
Union, AFL-CIO  
1300 L Street, N.W.  
Washington, DC 20005-4128

Dear Bill:

This letter is in reference to your correspondence regarding superseniority of stewards following excessing.

As we agreed, following excessing, stewards maintain their superseniority for the purposes of bidding on initial vacancies over excessed employees wishing to exercise their retreat rights.

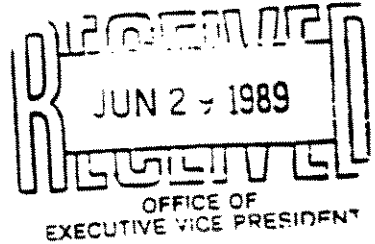
If there are any questions regarding the foregoing, please contact Dan Magazu of my staff at (202) 268-3804.

Sincerely,

Anthony J. Vegliante  
General Manager  
Programs and Policies Division  
Office of Contract Administration  
Labor Relations



UNITED STATES POSTAL SERVICE  
Labor Relations Department  
475 L'Entant Plaza, SW  
Washington, DC 20260-4100



JUN 27 1989

Mr. William Burrus  
Executive Vice President  
American Postal Workers  
Union, AFL-CIO  
1300 L Street, NW  
Washington, DC 20005-4107

Dear Bill:

This is in reference to my letter of April 24 which addressed maximization of part-time flexibles when full-time excessed employees have not exercised their retreat rights.

From reading your letter of March 28 and your subsequent telephone discussions with Harvey White of my staff, it is our understanding that your position is that employees who have been excessed from an installation under the provisions of Article 12 of the National Agreement, should be given an opportunity to retreat prior to converting a part-time flexible employee to full-time.

It is our position that an involuntarily reassigned full-time clerk retains the right to retreat, to the first vacancy in the same or lower salary level, in the craft or occupational group in the installation from which reassigned, provided that a written request was filed at the time of such reassignment. Excessed employees shall therefore have the right to retreat before part-time flexible employees are converted to full-time under the maximization procedures of the National Agreement.

Should you have any further questions regarding this matter, please contact Harvey White of my staff on 268-3831.

Sincerely,

Joseph J. Mahon, Jr.  
Assistant Postmaster General



• 12.5.B.3 NO EMPLOYEE SHALL BE ALLOWED TO DISPLACE, OR "BUMP" ANOTHER EMPLOYEE, PROPERLY HOLDING A POSITION OR DUTY ASSIGNMENT.

• 12.5.B.4 THE UNION SHALL BE NOTIFIED IN ADVANCE (AS MUCH AS SIX (6) MONTHS WHENEVER POSSIBLE), SUCH NOTIFICATION TO BE AT THE REGIONAL LEVEL, EXCEPT UNDER 12.5.A.4 ABOVE. WHICH SHALL BE AT THE LOCAL LEVEL.

*GENERALLY, SIX MONTHS NOTICE IS SOUGHT; HOWEVER, IN ABSOLUTE TERMS MEETINGS WITH THE UNION AT THE REGIONAL LEVEL ARE REQUIRED NO LESS THAN 90 DAYS IN ADVANCE OF ANY EXCESSING FROM AN INSTALLATION UNDER ARTICLE 12. FOR REASSIGNMENT WITHIN AN INSTALLATION OF EMPLOYEES EXCESS TO THE NEEDS OF A SECTION, UNION NOTIFICATION SHALL BE AT THE LOCAL LEVEL.*

*WHEN PROJECTING THE DOWNSIZING OF THE MPLSM OPERATION, MANAGEMENT WILL IDENTIFY DISTRIBUTION CLERK MACHINE, MPLSM, DUTY ASSIGNMENTS, WHICH WILL BE IMPACTED OVER THE NEXT 24 MONTHS. (SEE MEMO B8, LSM DOWNSIZING, SECTION 1, 8/23/96)*

• 12.5.B.5 FULL-TIME AND PART-TIME FLEXIBLE EMPLOYEES INVOLUNTARILY DETAILED OR REASSIGNED FROM ONE INSTALLATION TO ANOTHER SHALL BE GIVEN NOT LESS THAN 60 DAYS ADVANCE NOTICE, IF POSSIBLE, AND SHALL RECEIVE MOVING, MILEAGE, PER DIEM AND REIMBURSEMENT FOR MOVEMENT OF HOUSEHOLD GOODS, AS APPROPRIATE IF LEGALLY PAYABLE WILL BE GOVERNED BY THE STANDARDIZED GOVERNMENT TRAVEL REGULATIONS AS SET FORTH IN METHODS HANDBOOK F-10, "TRAVEL." (BURRUS LETTER (A9) & MAHON LETTER (A10))

*THE LANGUAGE RELATIVE TO THE 60 DAY NOTICE, "IF POSSIBLE," IS NOT INTENDED TO BE PERMISSIVE, (AS EXPLAINED BY MANAGEMENT), BUT RATHER IS A LITERAL REQUIREMENT. IF IT IS AT ALL POSSIBLE TO PROVIDE A 60 DAY NOTICE, THEN MANAGEMENT IS BOUND TO DO SO AND MUST BE PREPARED TO JUSTIFY AN ADVANCE NOTICE PERIOD OF LESS THAN 60 DAYS.*

• 12.5.B.6 ANY EMPLOYEE VOLUNTEERING TO ACCEPT REASSIGNMENT TO ANOTHER CRAFT OR OCCUPATIONAL GROUP, ANOTHER BRANCH OF THE POSTAL SERVICE, OR ANOTHER INSTALLATION SHALL START A NEW PERIOD OF SENIORITY BEGINNING WITH SUCH ASSIGNMENT, EXCEPT AS PROVIDED HEREIN.

● 12.5.B.12 SURPLUS/EXCESS U.S. POSTAL SERVICE EMPLOYEES--SURPLUS/EXCESS U.S. POSTAL SERVICE EMPLOYEES FROM NON-MAIL PROCESSING AND NON-MAIL DELIVERY INSTALLATIONS, REGIONAL OFFICES, THE U.S. POSTAL SERVICE HEADQUARTERS OR FROM OTHER FEDERAL DEPARTMENTS OR AGENCIES SHALL BE PLACED AT THE FOOT OF THE PART-TIME FLEXIBLE ROLL AND BEGIN A NEW PERIOD OF SENIORITY EFFECTIVE THE DATE OF REASSIGNMENT. EXCEPT AS PROVIDED IN ARTICLE 12.2, SURPLUS/EXCESS U.S. POSTAL SERVICE EMPLOYEES FROM AN APWU BARGAINING UNIT IN ANY SUCH FACILITY SHALL BEGIN A NEW PERIOD OF SENIORITY BUT WILL RETAIN THEIR FULL-TIME OR PART-TIME STATUS.

**ARTICLE 12.2 PROVIDES:**

- A. EXCEPT AS SPECIFICALLY PROVIDED IN THIS ARTICLE, THE PRINCIPLES OF SENIORITY ARE ESTABLISHED IN THE CRAFT ARTICLES OF THIS AGREEMENT.
- B. AN EMPLOYEE WHO LEFT THE BARGAINING UNIT ON OR AFTER NOVEMBER 20, 1994, AND RETURNS TO THE SAME CRAFT AND INSTALLATION:
  1. WILL BEGIN A NEW PERIOD OF SENIORITY IF THE EMPLOYEE RETURNS FROM A POSITION OUTSIDE THE POSTAL SERVICE; OR
  2. WILL BEGIN A NEW PERIOD OF SENIORITY IF THE EMPLOYEE RETURNS FROM A NON-BARGAINING UNIT POSITION WITHIN THE SERVICE, UNLESS THE EMPLOYEE RETURNS WITHIN 1 YEAR FROM THE DATE THE EMPLOYEE LEFT THE UNIT.
- C. AN EMPLOYEE WHO LEFT THE BARGAINING UNIT BEFORE JULY 21, 1973, AND RETURNS TO THE SAME CRAFT SHALL HAVE SENIORITY AS SPECIFIED IN THE 1971 - 1973 NATIONAL AGREEMENT.
- D. AN EMPLOYEE WHO LEFT THE BARGAINING UNIT DURING THE PERIOD FROM JULY 21, 1973 TO NOVEMBER 19, 1994, AND RETURNS TO THE SAME CRAFT HAS SENIORITY AS PROVIDED IN THE 1990 - 1994 NATIONAL AGREEMENT.
- E. EXCEPT AS PROVIDED IN THE MOTOR VEHICLE CRAFT, AN EMPLOYEE WHO LEFT THE CRAFT AND/OR INSTALLATION AND RETURNS TO THE SAME CRAFT AND/OR INSTALLATION WILL BEGIN A NEW PERIOD OF SENIORITY UNLESS THE EMPLOYEE RETURNS WITHIN 1 YEAR FROM THE DATE THE EMPLOYEE LEFT THE CRAFT AND/OR INSTALLATION.
- F. THE SENIORITY FOR EMPLOYEES RETURNING, WITHIN ONE YEAR, UNDER B.2 ABOVE SHALL BE ESTABLISHED AFTER REASSIGNMENT AS THE SENIORITY THE EMPLOYEE HAD WHEN HE/SHE LEFT MINUS SENIORITY CREDIT FOR SERVICE OUTSIDE THE BARGAINING UNIT, CRAFT AND/OR INSTALLATION.