

***AMERICAN POSTAL WORKERS UNION
AFL-CIO
WILLIAM BURRUS, PRESIDENT***

**ARTICLE 12
EXCESSING AND REASSIGNMENT
PRINCIPLES**

APWU
American Postal Workers Union, AFL-CIO

PREPARED BY:
JAMES MCCARTHY, CLERK CRAFT DIRECTOR
FRANK GIORDANO, NBA
ROBERT M. BLOOMER, JR., NBA

PREFACE

This booklet, *“Article 12, Excessing and Reassignment Principles”*, is based on a compilation of work done by many before us who have crafted, interpreted, negotiated, and applied the often confusing issues surrounding excessing. Our presentation is simply an attempt to bring the members of the APWU a brief, yet comprehensive, overview of the correct procedures for implementation of Article 12.

Don Dunn, Clint Gross, Tom Coffey and James P. Williams have been referred to as the “the Founding Fathers” of Article 12. Tommy Thompson, Wayne Corriveau, and Charlie Wilcox spent years teaching and interpreting Article 12. Northeast Regional Coordinator Liz Powell has spent countless hours updating and compiling numerous documents into Article 12 manuals that have been the “Bible” for those delving into Article 12 over recent years. Lastly, APWU President Bill Burrus has spent the last 22 years interpreting and fine-tuning the Contractual language through the numerous letters, memos, and agreements found throughout this booklet.

All of these leaders, and countless others, are responsible for the work you see. We hope you are pleased with the final result and that this booklet also becomes a part of your Article 12 reference library.

JAMES P. MCCARTHY, CLERK CRAFT DIRECTOR, APWU

**FRANK GIORDANO, NATIONAL BUSINESS AGENT, APWU,
NORTHEAST REGION**

**ROBERT BLOOMER, JR., NATIONAL BUSINESS AGENT, APWU,
SOUTHERN REGION**

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ARTICLE 12, SECTION 4

PRINCIPLES OF REASSIGNMENTS

12.4.A A primary principle in effecting reassignments will be that dislocation and inconvenience to the 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 provisions of Section 5 below.

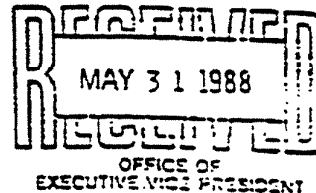
12.4.B When a major relocation of employees is planned in major metropolitan areas or due to the implementation of national postal mail networks, the Employer will apply this Article in the development of the relocation and reassignment plan. At least 90 days in advance of implementation of such plan, 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 affected by craft; the locations to which they will be reassigned; 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. [See page 2 – Vegliante to Burrus letter; 5/27/1877 (1987)]



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

May 27, 1987



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

Dear Mr. Burrus:

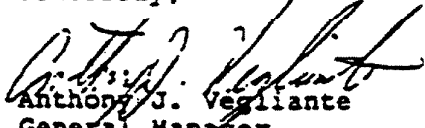
This is in response to a question you posed to Joan Palmer of my staff concerning Automation Impact Statements. You asked whether postal installations are required to resubmit a previously approved Automation Impact Statement when changes occur.

The U.S. Postal Service is committed to providing advance notice to the American Postal Workers Union relative to the impact of major new mechanization or equipment upon affected employees. To do this, we must prepare impact statements well in advance of the actual delivery of new mechanization or equipment. At a minimum, the process of preparing an impact statement occurs 120 days prior to the equipment delivery date.

Given the nature of this planning process, projections are subject to change. Therefore, it is our position that when the impact is significantly greater than originally projected, field installations will normally be required to submit a revised impact statement. Once the revision has been approved by U.S. Postal Service Headquarters, a copy will be provided to your office.

Should you have any questions concerning this matter, please contact Joan Palmer on 268-3842.

Sincerely,


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

12.4.B provides a consistent framework within which management's decision to excess employees may be affected. 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.

12.4.C When employees are excessed out of their installation, the Union at the national level may request a comparative work hour report of the losing installation 60 days after the excessing of such employees.

If a review of the report does not substantiate that business conditions warranted the actions taken, such employees shall have their retreat rights activated. If the retreat right is denied, the employees have the right to the grievance-arbitration procedure.

- *Requires a request from the Union at the National Level and makes it clear that the Comparative Work Hour Reports are only to be requested in situations where employees have been excessed from an installation. In the event that an analysis of the Comparative Work Hour Report indicates that business conditions did not warrant the excessing action, then the excessed employee(s) may have their retreat rights activated. If the parties disagree on the meaning of the Work Hour Report, and management does not activate retreat rights, then the affected employee(s) may file a grievance. An established position need not exist as a vacancy before retreat rights can be offered.*

12.4.D In order to minimize the impact on employees in the regular work force, the Employer agrees to separate, to the extent possible, casual employees working in the affected craft and installation prior to excessing any regular employee in that craft out of the installation. The junior full-time employee who is being excessed has the option of reverting to part-time flexible status in his/her craft, or of being reassigned to the gaining installation.

- *12.4.D requires separation, to the extent possible, of casuals working in the affected craft and installation and the option of reversion to part-time flexible. (See page 4 — Snow award HOC-NA-C 12)*

NATIONAL ARBITRATION PANEL

In the Matter of Arbitration)	
)	
between)	
)	
UNITED STATES POSTAL)	
SERVICE)	Grievance: Separating Casuals
)	
and)	Case No.: HOC-NA-C 12
)	
AMERICAN POSTAL WORKERS)	
UNION)	
)	
with)	
)	
NATIONAL ASSOCIATION OF)	
LETTER CARRIERS)	
(as Intervenor))	

BEFORE: Carlton J. Snow, Professor of Law

APPEARANCES: For the Postal Service: Mr. David Karro
For the APWU: Mr. Darryl Anderson
For the NALC: Ms. Susan Panepento
Mr. Keith Secular

PLACE OF HEARINGS: Washington, D.C.

DATES OF HEARINGS: March 14, 2000
June 7, 2000

POST-HEARING BRIEFS: February 26, 2001

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.

ARTICLE 12, SECTION 5 – REASSIGNMENTS

12.5.B PRINCIPLES AND REQUIREMENTS

12.5.B.1 Dislocation and inconvenience to full-time and part-time flexible employees shall be kept to the minimum consistent with the needs of the service.

12.5.B.2 The Vice President, Area Operations, shall give full consideration to withholding sufficient full-time and part-time flexible positions within the area for full-time and part-time flexible employees who may be involuntarily reassigned. When positions are withheld, local management will periodically review and discuss with the Union the result of such review.

- *12.5.B.2 provides that after notification to the Union at the Regional Level, residual vacancies are withheld at the same or lower level in all crafts in the affected installation, and vacancies at the same or lower level in surrounding installations. Management may also consider the withholding of vacancies in other crafts at the same or lower level in surrounding installations for the involuntary reassignment of employees identified as excess to the needs of the installation to which assigned. The affected area within which vacancies should be held will depend on the number of employees being excessed, vacancies available in other crafts within the installation, and attrition rate. (See 37.3.A.3 for definition of “withholding”.) Part-time flexible employees not working in withheld positions who meet the requirements of the maximization memo (39) hours must be converted to full-time. (Refer to Burrus/Mahon letter – page 9; Burrus/Cagnoli memo – page 10; Vegliante/Burrus letter – pages 11-12; and Burrus/Cagnoli memo – page 13)*

Please note: Only the Vice President, Area Operations, can authorize the withholding of vacancies.

However, local management must request Area authorization to withhold positions and the request must state the duration of the withholding period, the general number of withheld positions, geographic area, and craft. The total number of positions withheld in both installations, minus reversions, cannot exceed the impact in the losing installation.

Full-time residual vacancies may be withheld equivalent to the numbers impacted, minus reversions, and be counted towards 80/20 in both the losing installation and the gaining

installation. The Vice President, Area Operations, must be notified of the total impact. (See 37.1.I and 37.1.G)

If residual vacancies occur which would be filled, they must be held for the reassignment of employees identified as excess. If impacted assignments are vacated, they must be reverted, not held. (See 37.3.A.1.a.(3))

If adjustment to the 80/20 ratio (which used to be 90/10) is desired, the request must specifically identify the exact number of positions at the installation.

The Union will be notified, at the Regional Level, of the exact numbers to be withheld, no less than 90 days prior to the involuntary reassignment of employees.

A 200 or more man-year facility that has excessed in accordance with Article 12 shall be in compliance with 7.3.A.1 (80/20) at the close of the accounting period in which the excessing has been completed. The 80% full-time employee ratio is based on the total number of full-time employees within the combined bargaining units represented by APWU.

This principle is reiterated in a 3/18/83 letter from C. Neil Benson to then Regional Postmasters General (See page 14); a 11/7/89 letter from Joe Mahon, Asst. Postmaster General USPS to William Burrus, Vice President APWU (See page 15); and a 11/16/89 letter from Mr. Burrus to Mr. Mahon (See page 65).

As per a letter of intent (Maximization Memorandum of Understanding), please be advised that in those installations where conversions have been made under this Memorandum and there are subsequent reversions or excessing, any reductions in full-time employees' positions shall be from among those position(s) converted pursuant to the Memorandum of Understanding until they are exhausted (refers to full-time flexibles).



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

February 8, 1991

William Burrus
Executive Vice President
(202) 842-4246

Dear Mr. Mahon:

I am advised that local offices are refusing to convert part-time employees to full-time status as per the Maximization Memorandum of Understanding. The reason given is that "positions" are being withheld pursuant to Article 12.

National Executive Board

Mac Miller
President

William Burrus
Executive Vice President

Douglas C. Holbrook
Secretary-Treasurer

Thomas A. Neff
Industrial Relations Director

Steven D. Wilson
Vice, Clerk Division

Thomas K. Freeman, Jr.
Director, Maintenance Division

Donald A. Ross
Director, MVS Division

George A. McEathen
Director, SDM Division

Norman L. Steward
Director, Mail Handler Division

Regional Coordinators

James P. Williams
Central Region

Philip C. Fleming, Jr.
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Aronc Salisbury
Southern Region

Roydel E. Moore
Western Region

Employees converted to full-time pursuant to the Memorandum do not occupy full-time positions as defined in Article 12. The withholding of vacancies is intended to accommodate excessed employees by placement in residual vacancies vacated by full-time regular employees. The parties have agreed by separate Memorandum that withheld vacancies must be identified. In that employees converted under the Memorandum are only assigned to duties, hours and days of work, withholding will not accommodate excessed full-time employees.

It is the position of the American Postal Workers Union that PTFs who meet the requirements of the Memorandum must be converted to full-time notwithstanding the withholding of full-time positions pursuant to Article 12.

Please respond as to the employer's position on this issue.

Sincerely,

William Burrus
Executive Vice President

Joseph J. Mahon, Jr.
Asst. Postmaster General
U.S. Postal Service
475 L'Enfant Plaza SW
Washington, DC 20260-4100


WB:rb

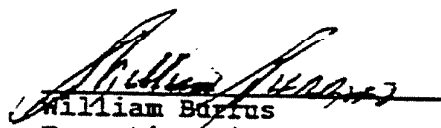
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
AMERICAN POSTAL WORKERS UNION, AFL-CIO

Re: Conversions under the Maximization Memorandum

As discussed, when a full-time assignment(s) is being withheld in accordance with Article 12, the subsequent backfilling of the assignment(s) will not count towards the time considered for maximizing full-time duty assignments, in accordance with the Memorandum of Understanding.

The parties also recognize that employees are to be converted to full-time consistent with the memorandum, provided the work being performed to meet maximization qualification is not being performed on assignments(s) described above.

 8/19/92
Sherry A. Cagnoli
Assistant Postmaster General
Labor Relations Department
U.S. Postal Service


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



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

October 28, 1992

NOV 1992
Received
Office of the
Executive
Vice President

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

Re: Memorandum of Understanding (MOU),
Conversions under the Maximization Memorandum

Dear Bill:

A USPS-APWU MOU, entitled Conversions under the Maximization Memorandum, was disseminated to the field. Since its distribution, field personnel as well as local union officials have raised questions regarding the intent of the MOU.


During a recent telecon between you, Bill Downes and me, we discussed the MOU dated August 19, 1992, and agreed that the following examples represent the parties' understanding of the MOU:

Where part-time flexible (PTF) employees qualify under the provisions of the maximization memo, the senior PTF will be converted, unless the work performed was the same work being withheld pursuant to Article 12. Such work will not count towards maximization qualification. If a PTF worked 40 hours in a week; but the PTF worked for 5 hours on an assignment which was being withheld, those 5 hours would not count towards qualification and the PTF would not qualify under the MOU.

The number of PTFs converted under this MOU should not be controlled solely by the number of vacancies being withheld at an installation unless it can be

demonstrated that the work or part of the work performed by the PTFs was the same work of withheld vacancies.

Sincerely,



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

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE

AND

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.

This memorandum does not affect any other rights that Motor Vehicle Craft employees may possess under the provisions of Article 12.

Sherry B. Cagnoli
Sherry B. Cagnoli
Assistant Postmaster General
Labor Relations Department

Date: 8/14/92

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

Date: 8/18/92



THE DEPUTY POSTMASTER GENERAL
Washington, DC 20250-0000

March 13, 1983

MEMORANDUM FOR REGIONAL POSTMASTERS GENERAL

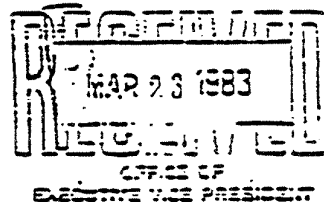
SUBJECT: 90/10 Staffing

Article 7, Section 3A of the USPS-APWU/NALC National Agreement requires that all postal installations which have 200 or more man years of employment in the regular work force be staffed with 90% full-time employees. To ensure compliance with this provision, each affected installation is to be notified to make a staffing review each accounting period.

If upon review, an affected installation is not in compliance, immediate action is to be taken to comply with the 90% full-time requirement. It should be noted, however, that pursuant to Article 12, Section 5B2 of the USPS-APWU/NALC National Agreement, the withholding of positions to accommodate excess employees is permitted. Except for those positions being withheld to accommodate reassigned employees the installation must be staffed with 90% full-time employees. This staffing requirement is a firm commitment, and failure to comply is unacceptable.


C. Neil Benson

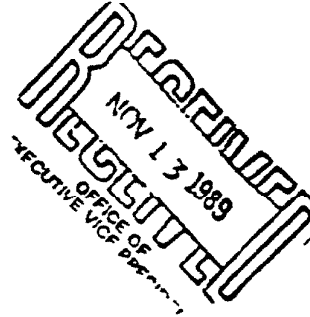
cc: Joseph F. Morris
James C. Gildea
Harry Penttala
Eugene C. Hagburg





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

November 7, 1989



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

Dear Mr. Burrus:

In a recent conversation with members of my staff, you indicated that it is the position of the American Postal Workers Union that Article 12, Section 8, of the National Agreement prohibits the involuntary reassignment of part-time flexible employees.

The position of the Postal Service is that the provisions of Article 12.8. do not preclude the involuntary reassignment of part-time flexible employees.

The position of the Postal Service has remained unchanged since at least 1976 when this same question was raised by former APWU Director, Industrial Relations, Emmet Andrews. After being advised of the Postal Service's position on the issue, there is no indication that the APWU pursued the matter any further.

Further, it is the Postal Service's position that a 200 or more manyear facility that has excessed in accordance with Article 12 shall be in compliance with Article 7.3.A (90/10) at the close of the accounting period in which the excessing has been completed.

Should you have any additional questions concerning this matter, please contact Anthony J. Vegliante at 268-3811.

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. Unless negotiated Locally, there is no minimum notice period requirement.*

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”. [See page 17, Mahon/Burrus letter]

- *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.



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

November 10, 1992

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

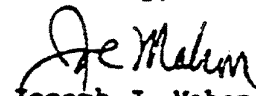
Dear Bill:

This letter is in reference to your April 28 correspondence concerning senior employees who elect to be reassigned in lieu of involuntary reassignment of junior employees.

It is the position of the Postal Service that, except as otherwise provided in the National Agreement, such employees are entitled to the same benefits as employees who are reassigned in the interest of the Postal Service. Article 12.6 and the Memorandum of Understanding regarding transfers do not apply to such employees.

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

Sincerely,


Joseph J. Mahon, Jr.
Vice President
Labor Relations

12.5.B.7 Whenever changes in mail handling patterns are undertaken in an area including one or more postal installations with resultant successive reassignments of clerks from those installations to one or more central installations, the reassignment of clerks shall be treated as details for the first 180 days in order to prevent inequities in the seniority lists at the gaining installations. The 180 days is computed from the date of the first detail of a clerk to the central, consolidated or new installation in that specific planning program. If a tie develops in establishing the merged seniority roster at the gaining installation, it shall be broken by total continuous service in the regular work force in the same craft.

- *This applies only if the employees excessed to another installation remain in the same craft. It does not apply to Clerks excessed to another section in the same installation.*

12.5.B.8 Whenever in this Agreement provision is made for reassignments, it is understood that any full-time or part-time flexible employee reassigned must meet the qualification requirements of the position to which reassigned.

12.5.B.9 Whenever the provisions of the Section establishing seniority are inconsistent with the provisions of the Craft Articles of this Agreement, the provisions of the Craft Articles shall prevail.

12.5.B.10 It is understood that any employee entitled hereunder to a specific placement may exercise such entitlement only if no other employee has a superior claim hereunder to the same position.

- *12.5.B.10 means that employees may not exercise any right granted under Article 12 to a position, if another employee has a superior claim to that position, such as seniority or incumbency.*

12.5.B.11 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, SECTION 5

12.5.C SPECIAL PROVISIONS ON REASSIGNMENTS

In addition to the general principles and requirements above specified, the following specific provisions are applicable:

12.5.C.1 Discontinuance of an Independent Installation

12.5.C.1.a When an independent installation is discontinued, all full-time and part-time flexible employees shall, to the maximum extent possible, be involuntarily reassigned to continuing postal positions in accordance with the following:

- *12.5.C.1.a provides that when an independent installation is discontinued, full-time and part-time employees will be involuntarily reassigned to continuing installations, to the maximum extent possible, in accordance with b. through g. below.*

12.5.C.1.b Involuntary reassignment of full-time employees with their seniority for duty assignments to vacancies in the same or lower level in the same craft or occupational group in installations within 100 miles of the discontinued 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. 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.

- *12.5.C.1.b provides for the involuntary reassignment of full-time employees, with their seniority, to vacancies in the same or lower level in the same craft or occupational group, up to 100 miles before considering reassignments to other crafts within 100 miles.*

- *Preference eligible employees cannot be involuntarily assigned to lower level positions (Veterans Preference Act). By Memorandum, new language provides for the reassignment of APWU represented employees to other APWU crafts within 100 miles. If more than one assignment is available, employees will select based on seniority. Reassignment beyond 100 miles requires consultation with the Union at the Regional Level. (See page 13 — Burrus/Cagnoli Memo concerning cross craft reassignments dated 8/19/92)*

The 100 mile criteria identified in Article 12 is measured as the shortest actual driving distance between installations. (See page 22 — Thompson/Sheehan Step 4 dated 7/23/93.)

12.5.C.1.c Involuntary reassignment of full-time employees for whom consultation did not provide for placement under C.1.b 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 under (1) and (2) below, whichever is lesser.

- *When the reassignment of all full-time employees cannot be accomplished per b. above, the remaining full-time employees will be reassigned to other crafts or occupational groups for which they meet the minimum qualifications.*

Employees excessed from other crafts shall be considered as meeting the minimum qualifications for positions requiring the ON-400, ON-440, or ON-450 entrance exam. (See page 23 — Biller/Cagnoli Memo dated 4/16/92)

12.5.C.1.c.(1) 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

12.5.C.1.c.(2) The seniority the employee had in the craft from which reassigned.

- *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 H7N-4Q-C 10845 shall be applied in a prospective fashion effective with the date of the award. (See page 24 — Biller/Ferguson Memo dated 4/16/92; and pages 25-26 — Snow Award)*

U.S. Postal Service
475 L Street, N.W.
Washington, DC 20005

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.

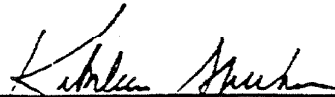
After discussion, we agreed to settle this grievance as follows:

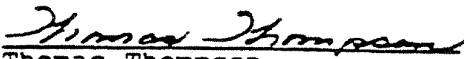
The 100 mile criteria identified in Article 12, (e.g. 12.5.C.1.b, 12.5.C.1.d, 12.5.C.1.f, 12.5.C.5.b.(1), and 12.5.C.5.b.(1)(b) is measured as the shortest actual driving distance between installations.

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 Sheehan
Grievance and Arbitration
Labor Relations


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

Date: 7-23-93

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES POSTAL SERVICE

AND

AMERICAN POSTAL WORKERS UNION, AFL-CIO

The parties mutually agree that in determining the entrance test element of minimum qualifications for clerk craft employees, the following provisions shall apply:

- (1) Employees must have successfully completed one year of service in order for this memorandum to apply.
- (2) Employees fulfilling requirement (1) will be deemed to have met the entrance requirement for positions requiring the ON-400, ON-440, ON-450, or the ON-710 examination as it relates to the Automated Mark-up and Air Records Processor positions.
- (3) Employees excessed from other crafts shall be considered as meeting the minimum qualifications for positions requiring the ON-400, ON-440 or ON-450 entrance tests.

Sherry A. Cagnoli
Sherry A. Cagnoli
Assistant Postmaster General
Labor Relations Department

Date April 17, 1992

Joe Biller
Joe Biller
President
American Postal Workers
Union, AFL-CIO

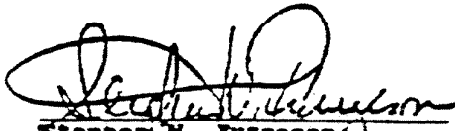
Date April 16, 1992

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. Ferguson
General Manager
Grievance and Arbitration
Division

Date April 1, 1992


Roe Miller
President
American Postal Workers
Union, AFL-CIO

Date April 16, 1992

NATIONAL ARBITRATION PANEL

In the Matter of Arbitration)
)
)

between)
)
)

NATIONAL ASSOCIATION OF)
LETTER CARRIERS)
)

and)
)
)

UNITED STATES POSTAL SERVICE)
)
)

and Intervenor)
)
)

AMERICAN POSTAL WORKERS UNION)
)
)

POST OFFICE: Washington, D.C.

CASE NO.: W7N-4Q-C 10845

BEFORE: Professor Carlton J. Snow

APPEARANCES: For the American Postal Workers Union:
Mr. Larry Gervais
Mr. Thomas A. Neill

For the National Association of Letter
Carriers:

Mr. Stephen D. Hult
Mr. Keith E. Secular

For the United States Postal Service:
Mr. J.K. Hellquist
Mr. John W. Dockings

PLACE OF HEARING: 475 L'Enfant Plaza S.W.
Washington, D.C.

DATE OF HEARING: July 9, 1991

POST-HEARING
BRIEFS: October 8, 1991

AWARD:

Having carefully considered all evidence submitted by the parties concerning this matter, the arbitrator concludes that senior employes excessed into the Letter Carrier Craft under terms of Article 12.5.C.5.a must begin a "new period" of seniority pursuant to terms of Article 41.2.G.2 of the parties' National Agreement. Article 41.2.G prevails, and employes reassigned from other crafts must begin a new period of seniority in the Letter Carrier Craft. It is so ordered and awarded.

DATE: 12-19-91



Carlton J. Snow
Professor of Law

12.5.C.1.d Involuntary reassignment of part-time flexible employees with seniority in any vacancy in the part-time flexible quota in the same craft or occupational group at any installation within 100 miles of the discontinued 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 the part-time flexible employees.

- *12.5.C.1.d provides for the involuntary reassignment of part-time flexible employees, with their seniority to vacancies in the same craft or occupational group, to installations within 100 miles (or in more distant installations if necessary), following consultation with the Union at the Regional Level. (See page 13 — Burrus/Cagnoli; and page 22 — Thompson/Sheehan Step 4)*

The term “quota” comes from the previous staffing practice calling for one substitute for each five regulars. There is no longer any such quota. (See page 14 — Benson letter; and page 15 — Mahon/Burrus letter dated November 7, 1989)

12.5.C.1.e Involuntary reassignment of part-time flexible employees for whom consultation did not provide for placement under C.1.d above in other crafts or occupational groups in which they meet minimum qualification at the same or lower level at the foot of the existing part-time flexible roster at the receiving installation and begin a new period of seniority.

- *When the reassignment of all part-time flexible employees cannot be accomplished as per d. above, the remaining part-time flexible employees will be assigned to other crafts or occupational groups for which they meet the minimum qualifications of the position to which assigned.*

They will be placed at the foot of the part-time flexible roll and begin a new period of seniority. (See page 13 — Burrus/Cagnoli Memo; and page 23 — Biller/Cagnoli Memo)

12.5.C.1.f Full-time employees for whom no full-time vacancies are available by the time the installation is discontinued shall be changed to part-time flexible employees in the same craft and

placed as such, but shall for six months retain placement rights to full-time vacancies developing within 100 miles of the discontinued installation, or in more distant installations, if after consultation with the Union it is necessary, U.S. Postal Service will designate such installations for the reassignment of excess full-time employees on the same basis as if they had remained full-time.

- *12.5.C.1.f calls for changing full-time employees to part-time flexible status when involuntary reassignments cannot be accomplished per b. and c. above. The employees would then be reassigned as part-time flexibles.*

Full-time employees changed to part-time flexibles retain placement rights for six months to vacancies within 100 miles of the discontinued installation, or in more distant installations following consultation with the Union at the Regional Level. (See page 22 — Thompson/Sheehan Step 4)

This provision could require the reassignment of an employee twice – once as a part-time flexible and then, with placement rights, to a full-time vacancy.

12.5.C.1.g Employees, full-time or part-time flexible, involuntarily reassigned as above provided shall upon the reestablishment of the discontinued installation be entitled to reassignment with full seniority to the first vacancy in the reestablished installation in the level, craft or occupational group from which reassigned.

- *12.5.C.1.g provides retreat rights, by seniority, to full-time and part-time flexible employees, reassigned from a discontinued installation, should the installation be reestablished.*

12.5.C.2 Consolidation of an Independent Installation

12.5.C.2.a When an independent Postal installation is consolidated with another Postal installation, each full-time or part-time flexible employee shall be involuntarily reassigned to the continuing installation without loss of seniority in the employee's craft or occupational group.

- *12.5.C.2.a provides for the involuntary reassignment of all career employees, with their seniority, to the continuing installation when two installations are consolidated.*

When facilities are consolidated, such action does not change the coverage of any existing LMOU. Matters associated with consolidation are addressed by the application of Article 30.E. (See page 31 — Burrus/Ferguson pre-arb dated 10/26/92)

Article 30.E – when installations are consolidated or when a new installation is established, the parties shall conduct a thirty (30) day period of local implementation, pursuant to Section B. All proposals remaining in dispute may be submitted to final and binding arbitration, with the written authorization of the National Union President or the Vice President, Labor Relations. The request for arbitration must be submitted within 10 days of the end of the local implementation period.

12.5.C.2.b Where reassignments under 2.a, preceding, result in an excess of employees in any craft or occupational group in the continuing installation, identification and placement of excess employees shall be accomplished by the continuing installation in accordance with the provisions of this Agreement covering such situations.

- *12.5.C.2.b – In the event that the installation continuing after consolidation has insufficient vacancies to accommodate all the reassigned employees, the language here provides for involuntary reassignment from that installation. Since the involuntary reassignments are accomplished by the consolidated installation, the reassignments would be governed by Section 5.C.5.*

12.5.C.2.c If the consolidated installation again becomes an independent installation, each full-time and part-time flexible employee whose reassignment was necessitated by the previous

consolidation shall be entitled to the first vacancy in the reestablished installation in the level and craft or occupational group held at the time the installation was discontinued.

- *12.5.C.2.c provides for retreat rights should the consolidated installation become an independent installation again.*



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

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

Re: H7C-NA-C 89

Dear Mr. Burrus:

On several occasions, you met with Thomas E. Keefe, Jr. in prearbitration discussions of the above-captioned grievance.

The issue in this grievance concerns a Postmaster's administrative authority.

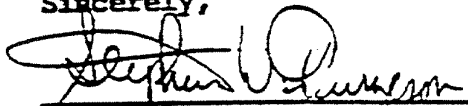
During the discussions, it was mutually agreed that when facilities are consolidated or when a new installation is established as a result of administrative changes, such action does not change the coverage of any existing LMOU. Matters associated with "consolidation" are addressed by application of Article 30.E.


Also it was mutually agreed that when finance numbers within an installation are changed, deleted or created, such changes, in and of themselves, do not change the coverage of an existing L.M.O.U. covering the installation.

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

Time limits were extended by mutual consent.

Sincerely,


Stephen W. Furgeson
General Manager
Grievance and Arbitration
Division


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

DATE 11-26-89

12.5.C.3 Transfer of a Classified Station or Classified Branch to the Jurisdiction of Another Installation or Made an Independent Installation

12.5.C.3.a When a classified station or classified branch is transferred to the jurisdiction of another installation or made an independent installation, all full-time employees shall at their option remain with the classified station or classified branch without loss of seniority, or remain with the installation from which the classified station or classified branch is being transferred.

- *Employees may opt to retain their bid assignments and seniority in the gaining installation, or to remain in the losing installation in an unencumbered status.*

12.5.C.3.b A realistic appraisal shall be made of the number of employees by crafts or occupations who will be needed in the station after transfer, and potential vacancies within these requirements created by the unwillingness of employees to follow the station to the new jurisdiction shall be posted for bid on an office-wide basis in the losing installation.

- *Once management has determined the number of assignments needed at the station or branch after the transfer, any vacancies resulting from employees unwilling to move with their assignments are to be posted for bid, office-wide, at the losing installation.*

12.5.C.3.c If the postings provided in paragraph 3.b, preceding, do not result in sufficient employees to staff the transferred classified station or classified branch, junior employees, by craft or occupational group on an installation-wide seniority basis in the losing installation, shall be involuntarily reassigned to the classified station or classified branch and each employee thus involuntarily reassigned shall be entitled to the first vacancy in such employee's level and craft or occupational group in the installation from which transferred.

- *Should the posting in b. above not result in sufficient employees (voluntary) to cover the remaining vacancies, management may involuntarily reassign employees from the losing installation. Such employees are entitled to retreat rights.*

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

12.5.C.4.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.

- *The identification of assignments comprising a section are determined through local negotiations as indicated in Article 30.B.18.*

12.5.C.4.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.

- *When excessing full-time employees to the needs of a section, management must begin with the employee who is junior in the same level, craft, or occupational group, assigned in the section, regardless of which duty assignments are abolished.*

12.5.C.4.c Such reassigned full-time employee retains the right to retreat to the section from which withdrawn only upon 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 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.

- *Initial vacancies occurring within a section, in the same salary level from which excessed employees have active retreat rights, are posted within the section, for employees of the same salary level as the excessed employees. The residual vacancy is then offered to employees in the same salary level who have retreat rights to the section. If vacancies remain after offering retreat rights to eligible employees, the vacancies are then posted for bid. Vacancies that occur within the section that are not of the same salary level of the excessed employee with retreat rights are also posted for bid. (See page 37 — Burrus/Vegliante Memo concerning retreat rights)*

12.5.C.4.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.d provides for the posting of the duty assignment, vacated by the reassignment of the junior employee from a section, for bid by the employees remaining in the section. If no bids are received, the unencumbered employee remaining in the section will be assigned to the vacancy.*
- *When it is proposed to reassign within an installation, employees excess to the needs of a section and/or tour, Union notification shall be at the Local level (as much as six (6) months in advance when possible), as per 12.5.B.4.*

If 12.5.C.4 is applied, notification will be given to the Union at the Local level. If 12.5.C.5.a. or b. is applied, notification will be given to the Union and the Area/Regional level.

When excessing occurs in a craft, either within the installation or to another installation, the sole criterion 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 addition, other craft employees who are temporarily assigned to the craft undergoing the excessing would have to be returned to their

respective crafts. (See pages 38-39 — Mahon/Burrus letter dated 6/11/90; and page 40 — Sgro letter dated July 14, 2000)

Unencumbered employees temporarily assigned to a work area cannot utilize his/her seniority to the detriment of employees holding regular bid assignments in the work area. (See page 41 — Johnson/Kahn Step 4 dated 6/11/80)

In accordance with Article 12, Section 4, when it is proposed to reassign within an installation an excess employee serving as a steward, the employee will not be involuntarily transferred if there is work for which that employee is qualified. (See Article 17.3; and page 42 — Wilson/Henry Pre-Arb dated March 4, 1982)

Following excessing, stewards maintain their super-seniority for the purpose of bidding on initial vacancies over excessed employees wishing to exercise their retreat rights. (See page 43 — Vegliante/Burrus letter dated November 5, 1992)

An employee whose job is eliminated, if any, and who cannot be placed in a job of equal grade shall receive saved grade until such time as that employee fails to bid or apply for a position in the employee's former wage level (Article 4.3).


An employee reassigned from a "senior qualified" assignment cannot exercise their retreat rights to a "best qualified" assignment.

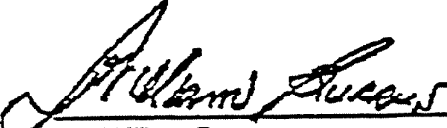
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO

Re: Retreat Rights - Article 12.5.C.4

The parties mutually agree that the following bidding procedures will apply when craft employees of different levels comprise a section and excessed employees 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

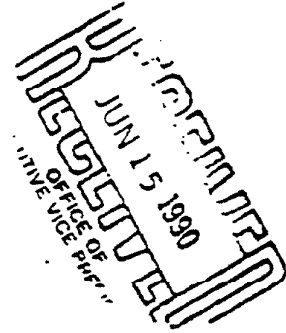

Mr. William Burrus
Executive Vice President
American Postal Workers Union

Date 5/27/94



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.

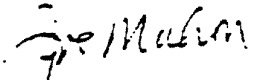
Management's interpretation of Article 12 of the contract is that, when excessing occurs in a craft, either within the installation or to another installation, the sole criteria for selecting the employees to be excessed is craft seniority. Whether or not a member of the affected craft is recovering 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."

If there are any questions concerning this matter, please contact Robert Ledoux of my staff at 268-3823.

Sincerely,



Joseph J. Mahon, Jr.
Assistant Postmaster General



July 14, 2000

TO: AREA MANAGERS, LABOR RELATIONS

SUBJECT: Article 12 - Reassignment

We are in an environment where it is becoming more and more necessary to reassign employees in accordance with Article 12 due to various initiatives e.g., automation and BPI. This memorandum serves as a reminder of the USPS' position with respect to when light and/or limited duty employees are part of the complement mix subject to Article 12 reassignment.

As stated in a June 11, 1990, correspondence from Joe Mahon to the APWU, 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 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."

Also, remember that Section 546.221 of the ELM states:

"Collective bargaining agreement provisions for filling job vacancies and giving promotions and provisions relating to retreat rights due to reassignment must be complied with before an offer of reemployment or reassignment is made to a current or former postal employee on the OWCP rolls for more than 1 year."

Please ensure that we are in compliance with the above interpretation when applying Article 12 in the above circumstance.

If there are any questions concerning this matter, please feel free to contact me at (202) 268-3811.

A handwritten signature in black ink, appearing to read "Peter A. Sgto".

Peter A. Sgto
Manager
Contract Administration



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20003

June 11, 1980

ARTICLE	12
SECTION	5 C N
SUBJECT	12/1/80/1/2/3/4/5/6/7/8/9/10/11/12/13/14/15/16/17/18/19/20/21/22/23/24/25/26/27/28/29/30/31/32/33/34/35/36/37/38/39/40/41/42/43/44/45/46/47/48/49/50/51/52/53/54/55/56/57/58/59/60/61/62/63/64/65/66/67/68/69/70/71/72/73/74/75/76/77/78/79/80/81/82/83/84/85/86/87/88/89/90/91/92/93/94/95/96/97/98/99/100

Mr. Don Johnson
Administrative Vice President,
Clark Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, N. W.
Washington, D. C. 20005

Re: J. Hubbard
Dallas, TX
AS-S-0559/S8C3AC9802
APWU 0559

Dear Mr. Johnson:

On March 27, 1980, we met on the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1978 National Agreement.

During our discussion, we concluded that at question in this grievance is whether an unassigned regular temporarily assigned to a work area carries his/her seniority.

After reviewing the information provided, it is our mutual position that an unassigned regular employee temporarily assigned to a work area cannot utilize his/her seniority to the detriment of employees holding regular bid assignments in the work area.

The time limits were extended by mutual consent.

Please sign the attached copy of this letter as your acknowledgment of the final disposition of this case.

Sincerely,

Daniel A. Kahn
Labor Relations Department

Don Johnson
Administrative Vice President
Clark Craft
American Postal Workers Union,
AFL-CIO



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

March 4, 1982

Mr. Kenneth Wilson
Administrative Aide, Clerk Craft
American Postal Workers Union,

AFL-CIO
817 - 14th Street, N. W.
Washington, D. C. 20005

SALT LAKE CITY
A8-W-956 - Mark
A8-W-967 - Pre-act


Dear Mr. Wilson:


On February 3, you met with Mort Miller in pre-arbitration discussion of H8C-5F-C-11643 and H8C-5F-C 11827. After a discussion of the issues, it was mutually agreed that the following would represent a full settlement of these cases.

When, in accordance with Article 12, Section 4 of the National Agreement, it is proposed to reassign within an installation an excess employee serving as a steward, said employee, per Article 17, Section 3 of the National Agreement, will not be involuntarily transferred from his station or branch if there is work for which that employee is qualified in that station or branch.

Please sign the attached copy of this letter acknowledging your agreement with this settlement, withdrawing H8C-5F-C-11643 and H8C-5F-C 11827 from the pending national arbitration listing.

Sincerely,


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


Kenneth Wilson
Administrative Aide, Clerk
Craft
American Postal Workers Union,
AFL-CIO



UNITED STATES POSTAL SERVICE
475 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

12.5.C.5 Reduction in the Number of Employees in an Installation Other than by Attrition:

12.5.C.5.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 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 employees 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.**

- *Full-time residual vacancies may be withheld equivalent to the number impacted, minus reversions, and be counted towards 80/20 in both the losing installation and the gaining installation. The Vice President, Area Operations, must be notified of the total impact (Refer to 37.1.I and 37.1.G)*

If residual vacancies occur which would be filled, they must be held for the reassignment of employees identified as excess. (Refer to 37.3.A.1.a.(3))

When employees are excessed out of their installation, the Union, at the National Level, may request a Comparative Work Hour Report of the losing installation 60 days after the excessing of such employees as per 12.4.C.

- *12.5.C.5.a provides for the reassignment within the installation of excess employees from one craft to another to effect a reduction in employee complement more quickly than can be accomplished by attrition.*
- *12.5.C.5.a.1 – Identification of employees to be excessed will be by craft, salary level and occupational group. Again, occupational group does not apply to the Clerk Craft.*
- *12.5.C.5.a.(2) requires management to minimize the impact on the regular work force by separating casuals to the maximum extent possible.*
- *12.5.C.5.a.(5) – Employees assigned across craft lines will now be returned to the craft and/or installation in seniority order with other excessed employees who remained in the same craft. The only exception to this is an employee across craft lines may not withdraw from a posting in the same, lower or higher level as the Contract provides that he/she must be returned. (See pages 10 and 13 for language incorporated in Article 12.5.C.5.b.(6) from Cagnoli/Burrus Memos signed 8/19/92)*

12.5.C.5.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 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 less 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. (See page 24 — Biller/Ferguson Memo; and pages 25-26 — Snow Award)
- (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 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, 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]

- *12.5.C.5.b.(1) provides for the involuntary reassignment of full-time employees by juniority to vacancies in the same or lower level in the same craft or occupational group, up to 100 miles. Reassignment beyond 100 miles requires consultation with the Union at the Regional level. (See page 13 — Burrus/Cagnoli Memo; and page 22 — Thompson/Sheehan Step 4)*
- *12.5.C.5.b.(1)(a) allows full-time and part-time Vehicle employees the option of requesting voluntary reassignments to vacancies within 100 miles of the installation or, in more distant installations, when Motor Vehicle Craft assignments are discontinued in an installation and*

there is an excess number of employees in a position designation and salary level. Employees who volunteer under this provision retain their seniority if the reassignment is to the same position designation and salary level as in the losing installation.

- *12.5.C.5.b.(2) provides for reassignment of full-time employees to other crafts in other installations where reassignments could not be accomplished as per b(1) and employees must meet the minimum qualifications. (See page 13 — Burrus/Cagnoli Memo; and page 23 — Biller/Cagnoli Memo)*
- *12.5.C.5.b.(3) provides for any senior Clerk employee in the same level, status, and installation to elect to be reassigned to the gaining installation in lieu of an involuntary reassignment of a junior employee. (See pages 51-52 — Burrus/Cagnoli letter dated April 28, 1992; and page 17 — Mahon/Burrus letters dated November 10, 1992)*
- *Article 37.2.D.5.c.(1) states that senior full-time and part-time regular Clerks who elect to be reassigned to the gaining installation will take their seniority with them. Reassignment of those full-time or part-time regular Clerks shall be treated as details for the first 180 days to avoid inequities in the selecting of preferred duty assignments by full-time and part-time regular Clerks in the gaining installation. Such senior employees who accept reassignment to the gaining installation do not have retreat rights.*
- *12.5.C.5.b.(4) provides for the senior of those junior employees subject to reassignment to be given first choice if more than one vacancy is available.*
- *12.5.C.5.b.(5) provides for excess full-time employees to revert to part-time flexible in lieu of involuntary reassignment. It is the option of the employee (not management) when a full-time employee elects to change to part-time flexible; such employee is placed on the part-time flexible roster in accordance with their seniority.*

If a full-time employee junior to the employee who elected to change to part-time flexible is excessed or involuntarily reassigned to another installation, that employee has retreat rights in accordance with 12.5.C.5.b.(6).

The senior employee who changed to part-time flexible has no “retreat right” to the full-time work force and must wait until he/she is converted to a full-time vacancy.

However, the senior employee who opted to change to part-time flexible would take all of his/her seniority with him/her upon a later conversion to a full-time vacancy. (See pages 53-54 — Weitzell/Andrews letter; and page 55 — Weitzell/Andrews letter; and page 56 — Gildea/Newman letter)

- *The language incorporated in Article 12.5.C.5.b.(6) from the Cagnoli/Burrus Memo dated 8/19/92 totally changes the procedures for employees to retreat when excessed from their craft and installation. This new procedure provides that the excessed employee will indicate on the established local form vacancies to which he/she wishes to retreat (same, higher, or 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.*

Employees assigned across craft lines will now be returned to the craft and/or installation in seniority order with other excessed employees who remained in the same craft. Previously, the Contract provided that no matter the seniority of the employee assigned across craft lines, such employee was returned to the first vacancy. It was always unclear which employee was to be returned first – an employee assigned across craft lines within the installation, or an employee assigned across craft lines outside the installation. Now they will all be returned based on their seniority standing. The only exception will be that an employee across craft lines may not withdraw from a posting in the same, lower or higher level as the Contract provides that he/she must be returned.

- *Same/higher level preference*
- *Failure to note preference will take you out of consideration*
- *Refusal to accept a vacancy in former level terminates retreat rights*
- *Refusal to accept other levels terminates retreat rights to that level*



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

William Burnus
Executive Vice President
(202) 842-4246

April 28, 1992

National Executive Board
Vice Chair
President

William Burnus
Executive Vice President

Douglas C. Holbrook
Secretary-Treasurer

Les A. Hill
Industrial Relations Director

Kenneth O. Wilson
Director, Clerk Division

Thomas K. Freeman, Jr.
Director, Maintenance Division

Donald A. Ross
Director, MVS Division

George N. McKinnon
Director, SCMA Division

Norman L. Szwarc
Director, Mail Handler Division

Regional Coordinators

James P. Williams
Central Region

Philip C. Fleming, Jr.
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Archie Salsbery
Southern Region

Raydel E. Moore
Western Region

Dear Ms. Cagnoli:

This is to raise an issue that is of major importance as the Postal Service begins the process of excessing employees in greater numbers. Recent negotiations have been finalized permitting senior employees not subject to excessing to volunteer in lieu of identified junior employees without losing seniority. This agreement is expected to facilitate voluntary movement of employees vs. involuntary which is normally associated with excessing.

The issue is the right of employees, who elect to be involuntarily excessed, to rights and benefits associated with involuntary assignments. The Union interprets the contract as requiring that any employee relocated due to a management action has an entitlement to all rights and benefits associated with such decision. When management determines that the compliment of a facility 'must' be reduced by a specific number of employees an employee's acceptance to be relocated in lieu of another employee does not change the fact that the move is determined by the management action.

Voluntary transfers as defined by the parties agreement is a specific action and includes a process of acceptance by the gaining office. The Memorandum included in the National Agreement addresses the specific details. Employees electing to relocate in lieu of junior employees are not covered by the Transfer Memorandum.

Page 2 - Cagnoli

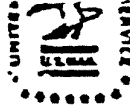
Please respond with the employer's interpretation of the above cited provisions in order that it may be determined whether or not a dispute exist between the parties. It is requested that you give this issue your prompt attention that it may be resolved at the earliest possible time.

Sincerely,

William Burrus
William Burrus
Executive Vice President

Sherry A. Cagnoli
Asst. Postmaster General
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260

WB:rb



JUL 15 1974

EXCESSING

EMPLOYEE AND LABOR RELATIONS GROUP

Washington, DC 20260

July 11, 1974

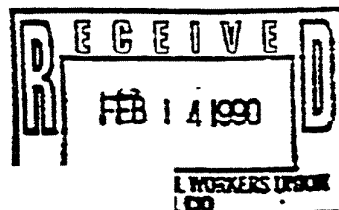
Mr. Emmet Andrews, Director
Industrial Relations
American Postal Workers Union, AFL-CIO
817 - 14th Street, N.W.
Washington, DC 20005

Dear Mr. Andrews:

This is in further response to your letter of June 5, 1974, concerning Appendix A, Section II, Clerk Craft, Subsection C.S.b.(5) relative to a full-time employee changing to a part-time flexible in the same craft or occupational group in lieu of involuntary reassignment to other installations.

When a full-time employee elects to change to part-time flexible in the same craft or occupational group in lieu of involuntary reassignment, such employee should be placed at the top of the part-time flexible roster. The employee takes all of his seniority with him upon the change and ~~accumulates~~ additional seniority as a part-time flexible, which seniority goes with him upon any later conversion back to the full-time workforce.

If a full-time employee, junior to the employee who elected to change to part-time flexible as discussed above, is excessed or involuntarily reassigned to another installation, then, this junior employee has a retreat right in accordance with the requirements of Appendix A, Section II, Clerk Craft, Subsection C.S.b.(6). The senior employee who changed to part-time flexible has no "retreat right" to the full-time workforce, but, as is the case with all part-time flexibles, the employee must wait until the employer converts him to a full-time vacancy. However, the senior employee who opted to change to part-time flexible in lieu of reassignment, would take all his seniority with him upon a later conversion to a full-time vacancy. This employee would be slotted into the full-time roster where appropriate and thus, would be senior to any junior employee who had returned to the installation as a result of exercising his retreat right.



Please feel free to contact this office if you have any additional questions concerning this matter.

Sincerely,

A handwritten signature in cursive script that reads "Dennis R. Weitzel". The signature is written in black ink and is positioned above the typed name.

Dennis R. Weitzel, Director
Office of Contract Analysis
Labor Relations Department



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20060

January 7, 1976

Mr. Emmet Andrews
Director of Industrial Relations
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: Appendix A, Section II, C5b (5)


Dear Mr. Andrews:

This is in response to your letter of December 19, 1975 concerning the rights of an employee who changes to part-time flexible in lieu of being reassigned to another installation.

An employee who has exercised his option pursuant to Appendix A, Section II, C5b (5) to change to part-time flexible in lieu of involuntary reassignment is no different than any other part-time flexible employee. Such employee has no superior right to be converted to a full-time position that may subsequently arise in his installation. Should a full-time position become vacant, management may fill the position by converting a part-time flexible employee from the top of the part-time flexible roster or pursuant to Appendix A, Section II, B2, management may withhold such position for a full-time employee who may be excessed from another installation.

If you have any questions concerning this matter, please advise.

Sincerely,


Dennis R. Weitzel, Director
Office of Contract Analysis
Labor Relations Department



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

September 9, 1980

RECEIVED

SEP 10 1980

INDUSTRIAL
RELATIONS

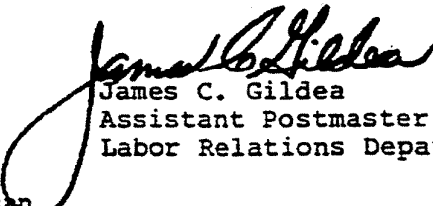
Dear Mr. Newman:

This is in response to your letter of August 18, 1980, concerning the seniority policy for a full-time regular (FTR) employee who exercises the option to change to part-time flexible (PTF) status in lieu of involuntary reassignment under Article XII, Section 5.C.5.b.(5).

Determination of seniority stems from language appearing in craft articles which specify when seniority is retained or lost. Since such contract language does not require a loss of seniority for the FTR employee who opts to change to PTF status in the same craft and installation, such an employee retains his craft seniority on the PTF seniority list.

Mr. Weitzel's letter of January 7, 1976 to Mr. Andrews, merely points out that such an employee is considered for conversion to FTR status based upon his seniority standing on the PTF seniority list and not because of any assumed favored status.

Sincerely,


James C. Gildea
Assistant Postmaster General
Labor Relations Department

Mr. Forrest M. Newman
Director, Industrial Relations
American Postal Workers Union, AFL-CIO
817 - 14th Street, N.W.
Washington, D.C. 20005

**12.5.C.6 Centralized Mail, Processing and/or Delivery Installation
(Clerk Craft Only)**

12.5.C.6.a When the operations at a centralized installation or other mail processing and/or delivery installation result in an excess of full-time clerks at another installation(s), full-time clerks who are excess in a losing installation(s) by reason of the change, shall be reassigned as provided in Section C.5.b. Reassignments of clerks shall be treated as details for the first 180 days to avoid inequities in the selection of preferred duty assignments by full-time clerks in the gaining installation.

12.5.C.6.b Previously established preferred duty assignments which become vacant before expiration of the detail period must be posted for bid and awarded to eligible full-time clerks then permanently assigned in the gaining installation. Excess part-time flexible clerks may be reassigned as provided for in Section C.8.

12.5.C.6.c All new duty assignments created in the gaining installation and all other vacant duty assignments in the centralized installation shall be posted for bid. One hundred eighty (180) days is computed from the date of the first detail of an employee. Bidding shall be open to all full-time clerks of the craft involved at the gaining installation. This includes full-time clerks assigned to the gaining installation.

12.5.C.6.d When the centralized installation is a new one:

- (1)** Full-time clerks, who apply for reassignment from the losing installation, shall be reassigned with their seniority.
- (2)** Reassignments shall be in the order of seniority and shall not exceed the number of excess full-time clerks in the losing installation.

(3) The provisions of 5.a, above, apply to reassign junior full-time excess clerks, with their seniority, when there are excess full-time clerks after the reassignment of senior full-time clerks who apply for reassignment.

- *12.5.C.6.c requires all vacancies remaining at the end of the 180 day period to be posted for bid by all full-time Clerks on the rolls of the gaining installation. In addition, all new full-time duty assignments that were created as a result of the centralization are to be posted for bid after the 180 day period.*

12.5.C.7 Reassignments – Motor Vehicle

12.5.C.7.a When a vehicle maintenance facility is established to replace an auxiliary garage, full-time and part-time flexible craft positions in the gaining installation are to be posted in the losing installation for applications by full-time and part-time flexible employees, respectively. Senior qualified applicants shall be reassigned without loss of seniority, but not to exceed the number of excess employees in the losing installation.

12.5.C.7.b When a vehicle maintenance facility is established to replace vehicle maintenance in a perimeter office, full-time and part-time flexible craft positions in the new maintenance facility shall be posted in the losing installation for applications by full-time and part-time flexible employees, respectively. Senior qualified applicants shall be reassigned without loss of seniority, but not to exceed the number of excess employees in the losing installation.

12.5.C.7.c When vehicle operations are changed by transfer from one installation to another, new full-time and part-time flexible craft positions shall be posted for applications in the losing installation by full-time and part-time flexible employees in the craft, respectively. Senior qualified applicants shall be reassigned without loss of seniority, but not to exceed the number of excess employees in the losing installation.

12.5.C.7.d After all reassignments have been made to the gaining installation, pursuant to Subsections a, b and c, the new full-time assignments in the gaining installation shall be posted for bid.

12.5.C.7.e If, after establishment of a new installation, operations result in further excess at losing installation(s), the procedures in Subsections a, b, c and d, above, apply to reassign senior

applicants from the losing installation(s) to positions in the new installation.

12.5.C.8 Reassignment – Part-Time Flexible Employees in Excess of Quota (Other Than Motor Vehicle)

Where there are part-time flexible employees in excess of the part-time flexible quota for the craft for whom work is not available, part-time flexibles lowest on the part-time flexible roll equal in number to such excess may at their option be reassigned to the foot of the part-time flexible roll in the same or another craft in another installation.

12.5.C.8.a An excess employee reassigned to another craft in the same or another installation shall be assigned to the foot of the part-time flexible roll and begin a new period of seniority.

12.5.C.8.b An excess part-time flexible employee reassigned to the same craft in another installation shall be placed at the foot of the part-time flexible roll. Upon change to full-time from the top of the part-time flexible roll, the employee's seniority for preferred assignments shall include the seniority the employee had in losing installation augmented by part-time flexible service in the gaining installation.

12.5.C.8.c A senior part-time flexible in the same craft or occupational group in the same installation may elect to be reassigned in another installation in the same or another craft and take the seniority, if any, of the senior excess part-time flexible being reassigned, as set forth in a and b, above.

12.5.C.8.d The Postal Service will designate, after consultation with the Union, vacancies at installations in which excess part-time flexibles may request to be reassigned beginning with vacancies in other crafts in the same installation; then vacancies in the same craft in other installations; and finally vacancies in other crafts in other installations making the designations to minimize relocation hardships to the extent practicable.

12.5.C.8.e Part-time flexibles reassigned to another craft in the same installation shall be returned to the first part-time flexible vacancy within the craft and level from which reassigned.

12.5.C.8.f Part-time flexibles reassigned to other installations have retreat rights to the next such vacancy according to their standing on the part-time flexible roll in the losing installation but such retreat right does not extend to part-time flexibles who elect to request reassignment in place of the junior part-time flexibles.

12.5.C.8.g The right to return is dependent upon a written request made at the time of reassignment from the losing installation and such request shall be honored unless it is withdrawn or an opportunity to return is declined.

- *12.5.C.8 provides that part-time flexible employees in excess of the quota may, at their option, be reassigned to the part-time flexible rolls in the same or another craft in another installation. (See page 15 — Mahon/Burrus letter dated November 7, 1989; and page 65 — Burrus/Mahon letter dated November 16, 1989; and pages 66-67 — Weitzell/Andrews letter dated March 8, 1976; and page 68 — page 69 — Andrews/Weitzel letter dated April 9, 1976)*

Part-time flexible employees, who are reassigned, either voluntarily or involuntarily, from one part-time flexible roll to another within the Clerk Craft and installation, shall be placed at the bottom of the gaining part-time flexible roll. Upon conversion to full-time, an employee's seniority for preferred assignments shall include part-time flexible service on both the losing and gaining rolls, as per 37.D.3.b.

- *12.5.C.8.a provides for the reassignment of excess part-time flexibles across craft lines in the same or another installation.*

When a part-time flexible employee is voluntarily or involuntarily reassigned to the Clerk Craft from another craft, the employee shall be assigned to the bottom of the appropriate part-time flexible roll and begin a new period of seniority effective the date of reassignments, as per 37.2.D.2.

- *12.5.C.8.b provides for the reassignment of an excess part-time flexible employee in the same craft to another installation. When reassigned, the employee is placed at the foot of the part-time flexible roll in the gaining installation; however, when converted to full-time at the gaining installation, the employee regains the seniority lost when reassigned.*
- *12.5.C.8.c provides that senior part-time flexible employees who elect to be reassigned to the gaining installation will be placed at the bottom of the appropriate part-time flexible roll. Upon conversion to full-time, an employee's seniority for preferred duty assignments shall include part-time flexible service in both the losing and gaining installations, as per 37.2.D.5.c.(2).*

12.5.D PART-TIME REGULAR EMPLOYEES

Part-time regular employees assigned in the craft units shall be considered to be in a separate category. All provisions of this Section apply to part-time regular employees within their own category.

- *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.*

Excerpts from Article 37:

37.3.A.7 Best Qualified Positions

37.3.A.7.d 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.

37.3.A.7.b The residual vacancy, as defined in Section 1 of this Article, will be posted for application unless the vacancy is being withheld pursuant to Article 12 . . .



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

November 16, 1989

William Surrus
Executive Vice President
1842-4246

Dear Mr. Mahon:

This is to respond to your letter of November 7, 1989 regarding the involuntary reassignment of part-time flexible employees and the requirement that the employer be in compliance with Article 7.3A (90/10) under the circumstances discussed.

The employer's position on Article 7.3A is consistent with the parties understanding in our discussions and the Union concurs.

Regarding the employers position on Article 12, Section 5C8, the provisions for the involuntary excessing of part-time flexible employees is governed by the established "quota" of PTF employees "for the craft.....". Therefore, the application of the excessing procedures is limited by the quota of full-time to part-time employees per craft. The parties have not discussed the quota applicable for staffing of craft compliments and I await the employer's views on the number to be applied.

Notwithstanding, the exchange of positions on this subject between Emmett Andrews and Dennis Weittel the Union interprets Article 12.5C8 as limiting the involuntary excessing of PTFs to those employees beyond the quota.

Sincerely,

William Surrus
Executive Vice President

Joseph J. Mahon, Jr.
Assistant Postmaster General
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-3100

WB:rb



ARTICLE	12
SECTION	5 C 7/8
SECRET	
180 DAY DETAIL	

EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

March 8, 1976

Mr. Emmet Andrews, Director
Industrial Relations
American Postal Workers Union, AFL-CIO
817 - 14th Street, N.W.
Washington, D.C. 20005

Dear Mr. Andrews:

This is in further response to your letter of January 6, 1976 concerning the application of certain provisions of Appendix A of the 1975 Agreement.

You indicate it is the position of the American Postal Workers Union that the reassignment of a clerk craft employee pursuant to Appendix A, Section II, C, 5, b should be treated as a detail for the first 180 days. As Mr. Gillespie and I explained to you and John Morgen at a January 19 meeting, we fail to see where the Agreement provides for the application of the 180 day rule to all reassignments outside of the installation. It is our position that the 180 day rule is intended to be applied under the circumstances set forth in Section II, C, 7 and under circumstances encompassed by Section II, B, 7. Under all other circumstances, an employee reassigned to another installation would be eligible to exercise his seniority for preferred duty assignment immediately upon reassignment. If it had been the intent of the parties to apply the 180 day rule to situations encompassed solely by Section II, C, 5, b then we believe it would have been expressly stated in that particular provision.

In reference to the issue you raised concerning the application of various sections of Appendix A, Section II, C.8, which concerns the reassignment of part-time flexible employees, our review does not indicate that the language precludes the involuntary reassignment of part-time flexible employees. In any case, however, the seniority of a part-time flexible employee who is reassigned, whether voluntarily or involuntarily, would be established by Section II, C.8, b or c, whichever is applicable. We further believe that Paragraphs 8, e, f and g are only applicable to part-time flexibles who are involuntarily reassigned. The

2

applicability of these principles to part-time employees consistent with the applicability of the same principles to full-time employees.

Sincerely,

SIGNED

Dennis R. Weitzel, Director
Office of Contract Analysis
Labor Relations Department

bcc:

Mr. Gildea

Mr. Letter

Mr. Gillaspie

Mr. Gandal

Mr. Merrill

General Managers, Labor
Relations, All Regions



American Postal Workers Union, APWU-CIO

217 14th STREET, N. W., WASHINGTON, D. C. 20005

121 37

April 9, 1976

Mr. Dennis Weitzel
Director
Office of Contract Analysis
Labor Relations Department
U. S. Postal Service
Washington, D. C.

Dear Mr. Weitzel:

I have been studying your letter of March 8, 1976 relative to our areas of disagreement regarding the application of Appendix A, Section II. On this occasion I am at a loss to understand your interpretation of Appendix A, Section C 8, which concerns the reassignment of part-time flexible employees.

I concur with your conclusion that there is nothing in the language of C 8 which precludes the involuntary reassignment of part-time flexible employees. The language of C 8, in my opinion, deals only with the options available to a part-time flexible employee after management has declared him excess. Since employees do not declare themselves excess, it seems to me that any action taken by management in declaring employees excess makes the action involuntary. The selection of an employee of an office or craft in which to seek refuge has nothing to do with the excessing action. It further appears to me that you are confusing the issue with the request of an employee to be transferred to another craft or another office.

Once a part-time flexible is declared excess, C 8 provides some options which he may exercise if positions are declared available by management. It seems to me that there would be no purpose in C 8 whatsoever if you eliminate the protections outlined in the several items regarding seniority and retreat rights.

I will be available to discuss this matter with you, should you desire, but I do ask that you reconsider your interpretation as a result of this letter.

Sincerely yours,

Emmet Andrews, Director
Industrial Relations