



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

William Burrus
Executive Vice President
(202) 842-4246

November 23, 1987

Dear Mr. Fritsch:

National Executive Board

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William Burrus
Executive Vice President

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Northeastern Region

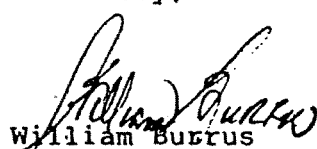
Archie Salisbury
Southern Region

I am in receipt of the enclosed notice interpreting exceptions to contractual language providing retreat rights for excessed employees. Provisions of Article 12 of the National Agreement are specific in defining retreat rights and the exhaustion of same. At Article 12, Section 5C4c, the contract provides "Failure to bid for the first available vacancy will end such retreat rights."

Normal contract construction limits application to those provisions specifically agreed to unless the language is broadly worded. By agreeing to specific conditions for the exhaustion of retreat rights the parties apparently intended to limit such application.

This is to inquire as to whether the Postal Service interprets the provisions of Article 12 to include the exceptions listed in the enclosed notice.

Sincerely,


William Burrus
Executive Vice President

Thomas Fritsch
Assistant Postmaster General
U.S. Postal Service
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

WB:rb

Enclosure