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American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

William Burnus
Executive Vice President
(202) 842-4246

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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 involuntary 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