

IOWA STATE CONVENTION

MAY 3-4, 2003

DES MOINES, IA

***EXCESSING
OUT OF AN INSTALLATION***

***Robert D. Kessler - Carl F. Casillas
National Business Agents***

Principles Of Reassignments

ARTICLE 12

PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS

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

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

IN ADDITION, PLEASE NOTE THE FOLLOWING:

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

ARTICLE 12, SECTION 4

PRINCIPLES OF REASSIGNMENTS

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

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

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

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

• 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 ACTION 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.

12.4.C 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

PRIOR TO REASSIGNING CAREER EMPLOYEES OUTSIDE OF A SECTION, CRAFT, OR INSTALLATION, MANAGEMENT WILL OFFER IMPACTED CAREER EMPLOYEES, ON A SENIORITY BASIS, THE OPPORTUNITY TO WORK ANY EXISTING TRANSITIONAL ASSIGNMENT. IMPACTED CAREER EMPLOYEES MUST BE CURRENTLY QUALIFIED TO BACKFILL THESE ASSIGNMENTS. (MEMO: TRANSITIONAL EMPLOYEES 8.a 12/3/91)

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 RESULTS 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 & TE MEMO 4.b 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 (A2), MEMO (B1), & VEGLIANTE (A3)

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.

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

Article 12.5.C.5

Article 12.5

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

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

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

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

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

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

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

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

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

5. Do reassigned employees retain retreat rights? The employee has no retreat rights as an option. The Contract requires they be returned at the first opportunity to their former craft in seniority order with other excessed employees who remained in the craft but assigned to other installations.

(See memo page 314.)

6. Do they regain their craft seniority? Yes, They regain the previously attained seniority augmented by intervening employment in the other craft.

7. Can a senior employee elect to take the place of a junior employee scheduled to be excessed into another craft within the same installation? No. The right of election of a senior employee to take the place of a junior employee is not available for this cross-craft assignment within the installation.

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

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

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

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

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

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

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

- (a) one day junior to the seniority of the junior full-time employee in the same level and craft or occupational group in the installation to which assigned, or
- (b) the seniority he/she had in the craft from which reassigned. The 5-year rule does not apply.

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

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

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

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

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

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

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

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]

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

RE: H1C-NA-C 117
M. BILLER
WASHINGTON DC 20005-4128

Dear Mr. Burrus:

Recently, you met with me in prearbitration discussions to discuss the above captioned grievance, currently pending national arbitration.

During those discussions the parties mutually agreed that when excessing is required from a Section (or Sections) as identified in a Local Memorandum of Understanding, any reduction (excessing/abolishment/reversion) in the number of Full-Time Regular employees within the Section (or Sections) shall be from among Full-Time Flexible employees in the same salary level in that section, until they are exhausted and prior to the abolishment or reversion of Full-Time Regular Employees (duty assignments). Full-Time Flexible employees are those who were converted to Full-Time pursuant to the Maximization MOU dated July 21, 1981.

When excessing is required from a Craft or Installation, any reduction in the number of full-time assignments within the Craft or Installation shall be from among Full-Time Flexible assignments in the same wage level, until they are exhausted. Excessing will be accomplished by seniority.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to settle this case and remove it from the national arbitration listing.

Sincerely,



Rodney J. Lambson

Labor Relations Specialist
Grievance and Arbitration



William Burrus

Vice President
American Postal Workers Union, AFL-CIO

Date: 3-26-99

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

REASSIGNMENTS TO OTHER INSTALLATIONS AFTER MAKING
REASSIGNMENTS WITHIN THE INSTALLATION

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

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

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

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

- **However, any senior full-time or part-time regular clerk craft employee electing to be reassigned takes their full seniority with them pursuant to Article 37.2.D.5.c (as the craft articles govern).** *Negotiated in 1990 N/A.*
 - Senior part-time flexible employees electing reassignment are placed at the bottom of the PTF roll. Upon conversion seniority is fully restored.
New Language inserted in 1994 N/A
 - **Employees electing to be reassigned in lieu of a junior employee do not have retreat rights.**
- (4.) Who gets preference in the event that two or more vacancies are simultaneously available? The senior employee subject to reassignment gets the preference.
- (5.) In order to avoid excessing, may a full-time employee elect to change to part-flexible status and remain in his/her own installation? Yes, under the provisions of the Agreement, the full-time employee has the option to change to part-time flexible status in the same craft, in lieu of an involuntary reassignment.
- It is the option of the employee and not management.
 - The employee is placed on the PTF roll in accordance with their seniority
 - They have no "retreat rights" to the full-time workforce and must wait until they are converted to full-time pursuant to the Article 7 Maximization procedures.
 - They retain their full seniority at all times.
- (6.) Does a full-time employee excessed to another installation have retreat rights? Under the provisions of Part 6, employees involuntarily reassigned retain retreat rights, provided they have filed a written request to be returned to the first vacancy in the craft and level in the installation from which reassigned. The request is honored so long as the employee does not withdraw it, or decline to accept an opportunity to return.

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

(Memo - page 314)

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

- The bid to vacancies in the former level ensures that junior employees in other levels who have the right to bid under the interlevel bidding agreement cannot outbid the excessed employee as they could previously, under the former rules. The excessed employee's bid is being considered for the initial vacancy concurrently with employees in the former office.
- A bid to "residual" vacancies in higher or lower level positions occurs after employees in the former office have completed bidding and there is a no bid position.
- 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 and it was always unclear whether an employee assigned across craft lines within the installation and across craft lines outside the installation, which was to be returned first. Now they will all be returned based on their seniority standing. The only exception being 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.
- Following excessing, stewards maintain their superseniority for the purpose of bidding on initial vacancies over excessed employees wishing to exercise their retreat rights.
- Employees who have been excessed from an installation under the provisions of Article 12 of the National Agreement, should be given an opportunity to retreat prior to converting a part-time flexible employee to full-time.

References

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

RE: Article 12

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

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

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

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

Anthony J. Valente
U.S. Postal Service

William P. Burns
American Postal Workers
Union, AFL-CIO

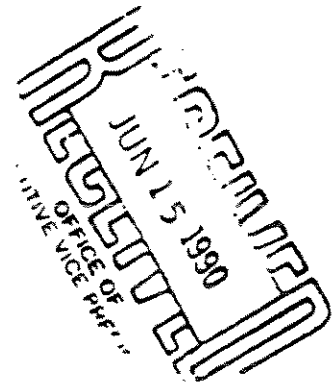
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(Date)



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

June 11, 1990



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

Dear Bill:

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

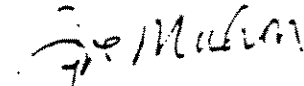
Management's interpretation of Article 12 of the contract is that, when excessing occurs in a craft, either within the installation or to another installation, the sole criteria for selecting the employees to be excessed is craft seniority. Whether or not a member of the affected craft is recovering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

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

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

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

Sincerely,




Joseph J. Mahon, Jr.
Assistant Postmaster General

**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 M. Furgerson
General Manager
Grievance and Arbitration
Division

Date April 1, 1992



Roe 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

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

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

314

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

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

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

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

Re: Cross Craft Reassignments

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

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

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

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

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

UNITED STATES POSTAL SERVICE
475 L EIGHTH STREET SW
WASHINGTON, DC 20060

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



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.

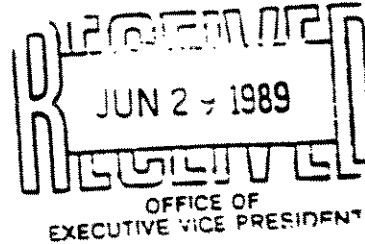
If there are any questions regarding the foregoing, please contact Dan Magazu of my staff at (202) 268-3804.

Sincerely,

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



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



JUN 27 1989

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

Dear Bill:

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

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

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

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

Sincerely,

Joseph J. Mahon, Jr.
Assistant Postmaster General

