

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

The parties mutually agree that the following provisions apply when clerk craft employee excessing is impacted by technological or mechanization changes and employees are placed in assignments requiring the entrance exams of ON-400, ON-440 and ON-450.

- (1) Excessed employees who have not passed the required entrance exam may request, in writing, placement in a lower level residual vacancy within or outside the installation in lieu of placement in vacancies in the same or another craft. The seniority of such employees after reassignment shall be established pursuant to Article 37, Section 2.

This option to waive the required exam and begin the accrual of seniority in the lower level position shall be available only at the time the employee is excessed and exercises a choice of assignment. Subsequent waivers may be made only through the application for vacancies as provided in paragraph 3.

- 2) Excessed employees who do not request placement in a lower level and for whom no vacancies exist within or outside the craft in the same level within a 35-mile radius may be involuntarily assigned to the duties of a lower level vacancy. If no vacancies exist within a 35-mile radius, the Employer will meet with the Union at the regional level to identify vacancies beyond the 35-mile radius. (The parties agree that the 35-mile radius specified above is agreed to for purposes of this Memorandum and has no bearing on the parties' positions in other circumstances.)

- (a) While assigned to the duties of a position for which the employee is not qualified on the entrance exam, such employees may submit application for residual vacancies in the lower level position to which they have been assigned. Their applications will be considered by seniority for residual vacancies that are unbidded.

(b) While assigned to the duties of a lower level position, employees who fail to bid or apply for all vacancies in their wage level in the installation to which assigned will void their rate protection, and they will assume the salary level of the duties to which they have been assigned. Such reassigned employees' seniority for bidding will be established pursuant to the craft provisions.

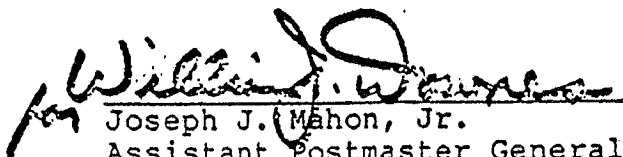
(c) Those who bid for positions in their wage level, but who are unsuccessful will be considered unassigned regulars and may be placed in residual vacancies within their wage level to positions for which they meet the minimal qualifications (Article 37, Section 3.F.10).

(3) Employees involuntarily placed in a vacant assignment, exercising a choice of vacancies or successful applicants to vacant positions, shall retain retreat rights to vacancies for which they are eligible. After exercising retreat rights, their seniority shall be established as though their service has been continuous in the position to which they retreated.

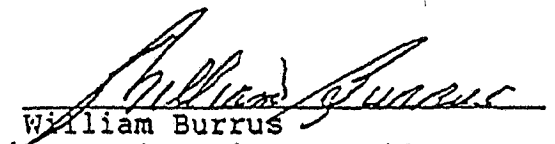
(4) Employees excessed pursuant to the utilization of automation under 1, 2 or 3 above shall maintain rate protection under the provisions of Article 4.

(5) Employees who have been identified as excessed and who are provided choices of existing vacancies shall be covered by the provisions of 1 through 4 and shall be treated as having been involuntarily excessed.

The parties mutually agree that the provisions of this agreement are not representative of their positions on other issues and may not use this document to further their arguments on other issues. The parties recognize the need to incorporate the principles above in the collective bargaining agreement and will address these issues in the 1990 negotiations. Subsequently, this agreement will expire on November 20, 1990, unless mutually extended by the parties.

  
Joseph J. Mahon, Jr.  
Assistant Postmaster General  
Labor Relations Department  
U.S. Postal Service

5-31-90  
(Date)

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

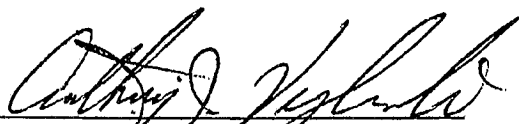
6-1-90  
(Date)

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

Re: Retreat Rights - Article 12.5.C.4

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

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



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



Mr. William Burrus  
Executive Vice President  
American Postal Workers Union



LABOR RELATIONS

UNITED STATES POSTAL SERVICE  
475 L'ENFANT PLAZA SW  
WASHINGTON DC 20260-4000

August 17, 1993

Mr. William Burrus  
Executive Vice President  
American Postal Workers  
Union, AFL-CIO  
1300 L Street, N.W.  
Washington, DC 2000-4128

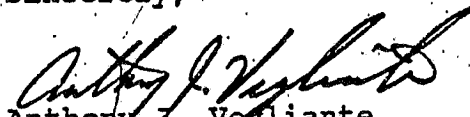
Dear Bill:

This letter is in response to your July 19 correspondence concerning the appropriate labor agreement provision governing the excessing of employees from a craft.

Article 12, Section 5.C.4. addresses reassignment within an installation for employees excess to the needs of a section. This Section of the contract does not contain a provision for excessing employees from a craft.

Cross craft reassignments instead are discussed in Article 12, Section 5.C.5.

Sincerely,

  
Anthony J. Vegliante  
Manager  
Grievance and Arbitration



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,

A handwritten signature in cursive script, appearing to read "Anthony J. Vegliante".

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