



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 8, 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

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applicability of these principles to part-time employees is 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. Gillespie

Mr. Gandal

Mr. Merrill

General Managers, Labor  
Relations, All Regions