

ARTICLE 12.5.C.5.b(6)

This Memorandum totally changes the procedures for employees to retreat when excessed from their craft and installation. Former provisions provide that employees excessed across craft lines must be returned, regardless of seniority standing relative to other excessed employees; that excessed employees may retreat only to residual vacancies in the same or higher level and that employees may only retreat to residual vacancies permitting interlevel bidding of all employees in the former craft/installation (senior and junior) to bid before establishment of a residual vacancy to which the employee can retreat.

The new procedure provides that the excessed employee will indicate on the established local form vacancies to which he/she 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 and the bidding process of Article 37 will govern the senior bidder and the withdrawal procedures. Unless the employee has access to the bidding sheet in the former office he/she will be unaware of the position for which he/she is bidding. 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 do under 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. All clerk employees, higher and lower level, bid under the interlevel bidding agreement until 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.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE

AND

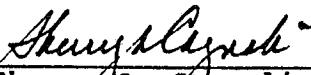
AMERICAN POSTAL WORKERS UNION, AFL-CIO

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 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 {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.3, 3.A.4, and 3.A.5, 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.



Sherry A. Cagnoli
Assistant Postmaster General
Labor Relations Department



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

Date: 8/19/92

Date: 8/19/92

FEB 13 1988

LR420:HWhite:ew:20260-4127

National Grievance H7C-NA-C 12

Mr. William J. Henderson
Field Division General Manager/Postmaster
Greensboro Division, U.S. Postal Service
900 East Market Street
Greensboro, NC 27420-1201

Attention: Mr. Gordon Jacobs
Field Director, Human Resources

This is in regard to our recent discussions of national grievance H7C-NA-C 12.

It is agreed that Mr. William E. Campbell will be permitted to exercise his retreat rights to the first available vacancy after receipt of this letter. The rights will be granted to those positions for which Mr. Campbell would have been otherwise eligible to bid.

This granting of retreat rights is to be considered both noncitable and without prejudice to both management and the union position regarding the interpretations of Article 12 of the National Agreement.

Should there be any questions, please contact Harvey White at PEN 268-3831.

(signed)

Stephen W. Furgeson, General Manager
Grievance and Arbitration Division
Office of Contract Administration
Labor Relations Department

NOTE: Employees similarly situated in the Greensboro Division should be prospectively subject to these terms on a noncitable, without prejudice basis.

bcc: ✓ Mr. William Burrus, APWU



120A

American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Douglas C. Holbrook
Secretary-Treasurer
(202) 842-4215

December 18, 1987

Dear Mr. Fritsch:

Pursuant to provisions of Article 15 of the 1987 National Agreement the American Postal Workers Union submits to step 4 a dispute between the parties over the interpretation of eligibility for retreat rights. The Union disagrees with the employers position as explained in correspondene of December 15, 1987 which applies retreat rights solely to "employees who would have been otherwise eligible to bid."

National Executive Board
Moe Biller, President

William Burrus
Executive Vice President

Douglas C. Holbrook
Secretary-Treasurer

Thomas A. Neill
Industrial Relations Director

Kenneth D. Wilson
Director, Clerk Division

Richard I. Wevodau
Director, Maintenance Division

Donald A. Ross
Director, MVS Division

George N. McKeithen
Director, SDM Division

Norman L. Steward
Director, Mail Handler Division

Regional Coordinators
Raydell R. Moore
Western Region

James P. Williams
Central Region

Philip C. Fleming, Jr.
Eastern Region

Romualdo "Willie" Sanchez
Northeastern Region

Archie Salisbury
Southern Region

The language referenced by the employer is implied only as it relates to employees excessed to the needs of a section. The language provides that "failure to bid for the first available vacancy will end such retreat right."

Reassignments to other installations after making reassignments within the installation provides that reassigned 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 assigned."

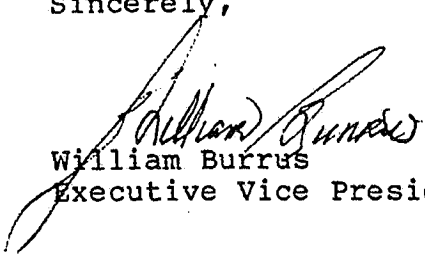
Reduction in the number of employees in an installation other than by attrition provides "the employee shall be returned at the first opportunity to the craft from which assigned."

These provisions place no restrictions on the right of an employee to return to their former facility of craft other than those specifically stated.

The Union therefore disagrees with the Employer's interpretation as it relates to excessing from a craft or facility.

Please contact my office to arrange discussion of the grievance.

Sincerely,



William Burrus
Executive Vice President

Thomas A. Fritsch
Assistant Postmaster General
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

WB;rb



120B

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

December 15, 1987

Mr. William Burrus
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

Dear Mr. Burrus:

This is in response to your letter of November 23 regarding retreat rights under the provisions of Article 12 of the National Agreement.

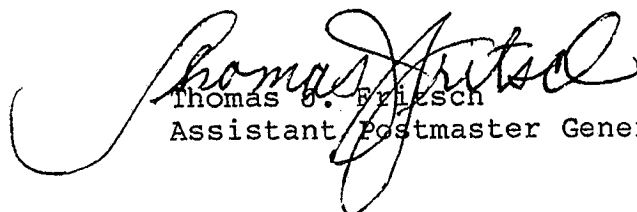
Employees who are involuntarily reassigned and are given an advance notice of not less than 60 days receive retreat rights. Any craft employee who voluntarily accepts reassignment to another craft or occupational group, another branch of the Postal Service, or another installation loses retreat rights.

The language throughout Article 12 clearly establishes that involuntarily reassigned employees, who would have been otherwise eligible to bid, are those employees who maintain entitlement to retreat rights.

The enclosed notice submitted for review is to an employee who volunteered to change his craft subsequent to reassignment and is therefore not entitled to retreat rights, since he would not otherwise be eligible to bid.

Should you have any further questions regarding the foregoing, please contact Harvey White at 268-3831.

Sincerely,


Thomas G. Friesch
Assistant Postmaster General

Enclosure



120C

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
Moe Biller, President

William Burrus
Executive Vice President

Douglas C. Holbrook
Secretary-Treasurer

Thomas A. Neill
Industrial Relations Director

Kenneth D. Wilson
Director, Clerk Division

H. Wevodau
or, Maintenance Division

Donald A. Ross
Director, MVS Division

George N. McKeithen
Director, SDM Division

Norman L. Steward
Director, Mail Handler Division

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.

Regional Coordinators
Raydell R. Moore
Western Region

James P. Williams
Central Region

Philip C. Fleming, Jr.
Eastern Region

Romualdo "Willie" Sanchez
Northeastern Region

Archie Salisbury
Southern Region

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