

**AMERICAN POSTAL WORKERS UNION  
AFL-CIO**

**WILLIAM BURRUS, PRESIDENT**

**ARTICLE 12  
EXCESSING AND REASSIGNMENT  
PRINCIPALS**

**APWU**

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**APWU**

**UPDATED FEBRUARY 2002**

**ELIZABETH "LIZ" POWELL  
REGIONAL COORDINATOR  
NORTHEAST REGION**

## **PREFACE**

***MY FRIEND BOB TUNSTALL SAYS “IN THE UNION IF YOU COPY FROM ONE PERSON IT’S PLAGIARISM. IF YOU COPY FROM MORE THAN ONE IT'S RESEARCH THAT YOU CAN RIGHTFULLY CLAIM IS YOUR OWN.” I LIKE BOB, HOWEVER, I HAVE DECIDED TO IGNORE THE CONFUCIANISM OF TUNSTALL AND GIVE CREDIT WHERE IT IS DUE.***

***I AM DEEPLY INDEBTED TO LIZ POWELL, NORTHEAST REGIONAL COORDINATOR, MY TWO FAMOUS INSTRUCTORS, CLERK NATIONAL BUSINESS AGENTS FRANK GIORDANO, WAYNE CORRIVEAU, AND THEIR EVER PRESENT AIDE CHARLIE WILCOX, MAINTENANCE NATIONAL BUSINESS AGENT FOR THEIR ENDEAVORS TO IMPROVE THE CURRENT EXCESSING MANUAL.***

***HOWEVER, MY HATS OFF TO LIZ POWELL, WHO SOLELY UPDATED, COMPILED AND COMMINGLED ARTICLE 37, MEMOS, (INCLUDING THE DOWNSIZING MEMO), LETTERS, STEP 4s AND WHATEVER SHE COULD FIND OF RELEVANCE INTO THIS ARTICLE 12 MANUAL.***

***LIZ'S EFFORTS AND TIRELESS COMMITMENT TO THIS MANUAL PLACE HER IN MY EYES WITH THE FOUNDING FATHERS OF ARTICLE 12 - DON DUNN, CLINT GROSS, TOM COFFEY AND JAMES P. WILLIAMS.***

***THE NORTHEAST REGION SHOULD BE PROUD OF THEIR COORDINATOR AS WELL AS THE APWU MEMBERSHIP WHO WILL BENEFIT FROM THIS MANUAL IN THE YEARS TO COME.***

***IN CLOSING, I WOULD LIKE TO THANK ALL OF THE CONTRIBUTORS DOWN THROUGH THE AGES FOR WHAT THEY HAVE DONE FOR ME IN MY EFFORTS TO COMMUNICATE WITH THE APWU MEMBERSHIP CONCERNING THIS WONDERFUL ARTICLE 12.***

***TOMMY THOMPSON  
FORMER ASSISTANT DIRECTOR, CLERK DIVISION  
AMERICAN POSTAL WORKERS UNION, AFL-CIO***

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**THERE MAY BE MEMOs TO ARTICLE 37, TE AGREEMENT, RECs, INPLANT ENCODING, SAVED GRADE OR ARTICLE 12 THAT MAY AFFECT LANGUAGE CONTAINED HEREIN. CHECK THE CLERK CRAFT WEB PAGE AT APWU.ORG FOR ANY UPDATES.**

**The excessing letter 11/3/89 was sent to the field managers because of continuing problems with management talking directly to employees before proper notification was given to the union.**

**If there are any questions in reference to this manual, please contact your respective National Business Agent and/or Regional Coordinator.**

**United States Postal Service  
Labor Relations Department  
Washington, DC 20260-4100  
November 3, 1989**

**Memorandum for Field Directors, Human Resources  
Regional Managers, Labor Relations**

**Subject: Excessing Employees**

**Recently, it was brought to our attention that field managers and supervisors have been discussing excessing with their employees. While such discussions may have been done with the best of intentions, employees have received erroneous information.**

**As you know, the U.S. Postal Service and the American Postal Workers Union, AFL-CIO, have recently agreed to a number of issues relating to excessing. Specifically, meetings will be taking place at the Regional level addressing automation impact statements and resultant excessings at least 90 days before implementation.**

**Therefore, it is our position that no field manager or supervisor should discuss any excessing under the provisions of article 12 of the national agreement until such time as management and the union at the regional level have concluded their discussions. This will preclude employees from receiving any erroneous information from management or the union as well as control the appropriate flow of information.**

**Should you have any questions regarding the foregoing, please contact Harvey White of my staff at 268-3831.**

**Joseph J. Mahon Jr.  
Assistant Postmaster General**

**cc: Mr. William Burrus**

**COPY OF ORIGINAL LETTER IS IN APPENDIX A(19)**

## 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 PTF 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 at the Regional Level 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 a specific time frame 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)**

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

**(EXCERPTS)**

**(12.4.D, 12.5.B.2, 12.5.C.4,  
12.5.C.5)**

**Re: Transitional Employees**

**(12/3/91)**

**! 1.c Transitional employees will be used to cover duty assignments held pending reversion due to automation and residual vacancies withheld pursuant to Article 12.**

**! 1.f Transitional Employees who are covering duty assignments held pending reversion or residual vacancies withheld pursuant to Article 12 will not be displaced from these assignments for the purpose of utilizing a casual employee.**

**! 4.b Solely for the purpose of applying this memorandum, withheld vacancies will be identified as those vacancies for which the union has received Article 12 notification at the regional level as being withheld for employees who may be involuntarily reassigned outside the installation. In order to be considered a withheld vacancy, the union at the local level, had to be advised of the specific vacancy withheld by assignment number. This requirement had to be accomplished either by posted notice, letter to the local union, or verbally. Verbal notification can be considered only if the local union official agrees that such verbal notification occurred.**

**! 4.c Once the withheld residual vacancies are identified, management may use transitional employees to backfill withheld vacancies consistent with the provisions of this Memorandum of Understanding.**

**EXCERPTS FROM 2000 - 2003 NATIONAL AGREEMENT**



**(MEMO RE: TRANSITIONAL EMPLOYEES) (CONTINUED)**

**! 8.a 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 positions.**

**! 9.a Prior to laying off career employees, management will offer the impacted employees the opportunity to work any existing transitional assignments within the installation. The impacted employee must be currently qualified to backfill these assignments.**

**! 9.b There will be no out-of-schedule pay or training provided to qualify the impacted employees for these temporary assignments.**

**EXCERPTS FROM 2000 - 2003 NATIONAL AGREEMENT**

**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;
- ! **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. (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. (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.**

**Full-time residual vacancies may be withheld equivalent to the numbers impacted, minus reversions, and be counted toward 80/20 in both the losing installation and the gaining installation.**

**The Vice-President, Area Operations must be notified of the total impact.**

**If residual vacancies occur which would be filled, they must be held for the reassignment of employees identified as excess.**

**If impacted assignments are vacated, they must be reverted, not held. (37.3.A.1.a. (3) & TE Memo 4.c & 8.a)**

**The union will be notified, at the regional level, of the exact numbers to be withheld, no less than 90 days prior to the involuntary reassignment of employees.**

**(BURRUS TO CAGNOLI LETTER 7/25/91 (A4), CAGNOLI TO BURRUS 9/18/91 (A5) AND MEMOS (B2, B3) RE: 7.3.A 9/20/89 & RE: 12 9/20/89)**

**A 200 or more man-year facility that has exceeded in accordance with Article 12 shall be in compliance with 7.3.A.1 (80/20) at the close of the accounting period in which the excessing has been completed.**

**The 80% full-time employee ratio is based on the total number of full-time employees within the combined bargaining units represented by APWU. (7.3.A.1 & MEMO RE: 7, 12, &13, SECTION B)**

**This principle is reiterated in a 3/18/83 letter from C. Neil Benson to then Regional Postmaster General, a 11/7/89 letter from Joe Mahon, former Asst. Postmaster General USPS to William Burrus, Vice-President APWU and a 11/16/89 letter from Mr. Burrus to Mr. Mahon. (LETTERS A6, A7 & A8)**

## **ARTICLE 37 CLERK CRAFT**

**(EXCERPTS)**

(Re: 12.5.B.2)

! **37.3.A.3 WITHHOLDING.** When vacancies are withheld under the provisions of Article 12, the local union president will be notified in writing.

! **37.1.I RESIDUAL VACANCY.** A duty assignment that remains vacant after the completion of the voluntary bidding process.

! **37.1.G REVERSION.** A management decision to reduce the number of duty assignments in an installation when such duty assignment(s) is/are vacant.

! **37.3.A.1.a. (3)** Residual full-time vacancies are posted for bid to currently qualified part-time regular employees eligible to bid, regardless of salary level, after the application of Section 4.C, assignment of unencumbered employees, unless such vacancies are being withheld pursuant to Article 12.

! **37.4.C.2 . . .** An employee assigned to a duty assignment in a lower grade will receive saved grade until such time as that employee fails to bid or apply for any posted full-time duty assignment in his/her former wage level.

#### IMPACT/WORKHOUR REPORT

A:	B:	C:	D:
AFFECTED/ZONE <u>ASSOCIATE OFFICE</u>	CURRENT <u>(WK HRS)</u>	PROPOSED <u>(WK HRS)</u>	DAILY SAVINGS <u>(WK HRS)</u>

\* B = CURRENT PRODUCTIVITY RATE (MPLSM OR MANUAL)

\* B = 8,000 + ADDITIONAL MLOCR COST AS APPLICABLE

**SITE IMPACT REPORT  
MANPOWER IMPACT**

**1. OVERTIME**

a. Current mail overtime rate per  
accounting period: \_\_\_\_\_

b. Current mail processing overtime  
hours per accounting period: \_\_\_\_\_

- c. Planned reduction in overtime hours per accounting period: \_\_\_\_\_  
     in manual operations: \_\_\_\_\_
- d. Proposed mail processing overtime hours after installation: \_\_\_\_\_
- e. Proposed overtime rate in mail processing per accounting period after installation of equipment: \_\_\_\_\_

**2. CASUALS**

- a. Current number of mail processing casuals on rolls: \_\_\_\_\_
- b. Average hours worked by mail processing casuals per accounting period: \_\_\_\_\_
- c. Planned reduction in mail processing hours per accounting period: \_\_\_\_\_
- d. Number of mail processing casuals impacted by reduced hours: \_\_\_\_\_  
     in manual operations: \_\_\_\_\_

**SITE IMPACT REPORT  
 MANPOWER IMPACT**

- e. Number of mail processing casual positions to be eliminated: \_\_\_\_\_
- f. Number of mail processing casuals remaining: \_\_\_\_\_

g. Justify the need for these remaining casuals: \_\_\_\_\_

**3. PART-TIME FLEXIBLES**

a. Current number of mail processing PTFs on rolls: \_\_\_\_\_

b. Average hours worked by PTFs per accounting period: \_\_\_\_\_

c. Planned reduction in PTF hours per accounting period: \_\_\_\_\_

d. Number of individual mail processing PTFs impacted by reduced hours: \_\_\_\_\_

in manual operations: \_\_\_\_\_

**SITE IMPACT REPORT  
MANPOWER IMPACT**

**4. FULL-TIME REGULAR EMPLOYEES**

a. How many full-time positions are to be abolished and/or reverted: \_\_\_\_\_



in manual operations: \_\_\_\_\_

b. Will there be any employee excessing? YES NO  
(Circle One)

c. Of the employees to be excessed out of their sections, but remain within their installation, how many will be:

Excessed from manual operations: \_\_\_\_\_

Excessed into manual operations: \_\_\_\_\_

Excessed into machine operations: \_\_\_\_\_

d. Will excessing out of the installation be required? YES NO  
(Circle One)

e. How many positions: \_\_\_\_\_

f. List the anticipated post offices and vacancies to which assignment will be made:

Facility

Assignment

**SITE IMPACT REPORT  
MANPOWER IMPACT**

g. provide a narrative explaining the need for excessing:

- h. Provide a narrative of your current and future plan and any adjustments made as a result of deployment:

**ARTICLE 7  
EMPLOYEE COMPLEMENTS**

**(EXCERPT)**

**(RE: 12.5.B.2)**

**! 7.3.A.1** With respect to the combined bargaining units represented by the APWU, as set forth in Article 1--80% full-time employees.

**&**

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

**RE: ARTICLE 7, 12, AND 13 - CROSS CRAFT AND OFFICE SIZE**

**(EXCERPT)**

**! 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.

**EXCERPTS FROM THE 2000- 2003 NATIONAL AGREEMENT**

**ARTICLE VII  
MEMORANDUM OF UNDERSTANDING**

**RE: CONVERSION UNDER THE MAXIMIZATION MEMORANDUM**

Where a part-time flexible has performed duties within his craft and occupational

group within an installation at least 40 hours a week (8 within 9, or 8 within 10, as applicable), 5 days a week, over a period of 6 months, the senior part-time flexible shall be converted to full-time status.

This criteria shall be applied to postal installations with 125 or more man years of employment.

It is further understood that part-time flexibles converted to full-time under this criteria will have flexible reporting times, flexible non-scheduled days and flexible reporting locations within the installation depending upon operational requirements as established on the preceding Wednesday.

The parties will implement this in accordance with their past practice.

Date: July 21, 1987

**2000 -2003 NATIONAL  
AGREEMENT**

**! 12.5.B.3** No employee shall be allowed to displace, or "bump" another employee, properly holding a position or duty assignment.

**! 12.5.B.4** The Union shall be notified in advance (as much as six (6) months whenever possible), such notification to be at the regional level, except under A.4 above, which shall be at the local level.

**Generally, six months notice is sought; however, in absolute terms meetings with the union at the regional level are required no less than 90 days in advance of any excessing from an installation under Article 12. For reassignment within an installation of employees excess to the needs of a section, union notification**

**shall be at the local level.**

**! 12.5.B.5** Full-time and part-time flexible employees involuntarily detailed or reassigned from one installation to another shall be given not less than 60 days advance notice, if possible, and shall receive moving, mileage, per diem and reimbursement for movement of household goods, as appropriate if legally payable will be governed by the standardized Government travel regulations as set forth in Methods Handbook F-10, "travel." **(BURRUS LETTER (A9) & MAHON LETTER (A10))**

**The language relative to the 60-day notice, "if possible," is not intended to be permissive, (as explained by management), but rather is a literal requirement. If it is at all possible to provide a 60-day notice, then management is bound to do so and must be prepared to justify an advance notice period of less than 60 days.**

**! 12.5.B.6** Any employee volunteering to accept reassignment to another craft or occupational group, another branch of the Postal Service, or another installation shall start a new period of seniority beginning with such assignment, except as provided herein.

**! 12.5.B.7** Whenever changes in mail handling patterns are undertaken in an area including one or more postal installations with resultant successive reassignments of clerks from those installations to one or more central installations, the reassignment of clerks shall be treated as details for the first 180 days in order to prevent inequities in the seniority lists at the gaining installations. The 180 days is computed from the date of the first detail of a clerk to the central, consolidated or new installation in that specific planning program. If a tie develops in establishing the merged seniority roster at the gaining installation, it shall be broken by total continuous service in the regular work force in the same craft.

**This applies only if the employees excessed to another installation remain in the same craft. It does not apply to clerks excessed to another section in the same installation.**

**! 12.5.B.8** Whenever in this Agreement provision is made for reassignments, it is understood that any full-time or part-time flexible employee reassigned must meet the qualification requirements of the position to which reassigned.

**! 12.5.B.9** Whenever the provisions of this Section establishing seniority are inconsistent with the provisions of the Craft Articles of this Agreement, the provisions

of the Craft Articles shall prevail.

**! 12.5.B.10** It is understood that any employee entitled hereunder to a specific placement may exercise such entitlement only if no other employee has a superior claim hereunder to the same position.

**12.5.B.10 - means that employees may not exercise any right granted under Article 12 to a position, if another employee has a superior claim to that position, such as seniority or incumbency.**

**! 12.5.B.11** Surplus/excess U.S. Postal Service Employees—Surplus/Excess U.S. Postal Service employees from non-mail processing and non-mail delivery installations, regional offices, the U.S. Postal Service Headquarters or from other Federal departments or agencies shall be placed at the foot of the part-time flexible roll and begin a new period of seniority effective the date of reassignment. Except as provided in Article 12.2, surplus/excess U.S. Postal Service employees from an APWU bargaining unit in any such facility shall begin a new period of seniority but will retain their full-time or part-time status.

**Article 12.2 provides:**

**! A.** Except as specifically provided in this Article, the principles of seniority are established in the craft Articles of this agreement.

**! B.** An employee who left the bargaining unit on or after November 20, 1994, and returns to the same craft and installation:

1. Will begin a new period of seniority if the employee returns from a position outside the postal service; or
2. Will begin a new period of seniority if the employee returns from a non-bargaining unit position within the service, unless the employee returns within 1 year from the date the employee left the unit.

**! C.** An employee who left the bargaining unit before July 21, 1973, and returns to the same craft shall have seniority as specified in the 1971-1973 National Agreement.

**! D.** An employee who left the bargaining unit during the period from July 21, 1973 to November 19, 1994, and returns to the same craft has seniority as provided in the 1990 - 1994 National Agreement.

**!** **E.** Except as provided in the Motor Vehicle craft, an employee who left the craft and/or installation and returns to the same craft and/or installation will begin a new period of seniority unless the employee returns within 1 year from the date the employee left the craft and/or installation.

**!** **F.** The seniority for employees returning, within one year, under B.2 above shall be established after reassignment as the seniority the employee had when he/she left minus seniority credit for service outside the bargaining unit, craft and/or installation.

## **ARTICLE 12, SECTION 5**

### **12.5.C SPECIAL PROVISIONS ON REASSIGNMENTS**

In addition to the general principles and requirements above specified, the following specific provisions are applicable:

**!** **12.5.C.1** Discontinuance of an Independent Installation

**!** **12.5.C.1.a** When an independent installation is discontinued, all full-time and part-time flexible employees shall, to the maximum extent possible, be involuntarily

reassigned to continuing postal positions in accordance with the following:

**12.5.C.1.a - provides that when an independent installation is discontinued, full-time and part-time employees will be involuntarily reassigned to continuing installations, to the maximum extent possible, in accordance with b. through g. below.**

**! 12.5.C.1.b** Involuntary reassignment of full-time employees with their seniority for duty assignments to vacancies in the same or lower level in the same craft or occupational group in installations within 100 miles of the discontinued 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. 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.

**12.5.C.1.b - provides for the involuntary reassignment of full-time employees, with their seniority, to vacancies in the same or lower level in the same craft or occupational group, up to 100 miles before considering reassignments to other crafts within 100 miles.**

**! Preference eligible employees cannot be involuntarily assigned to lower level positions. (VETERANS PREFERENCE ACT)**

**By memorandum, new language provides for the reassignment of APWU represented employees to other APWU crafts within 100 miles. If more than one assignment is available, employees will select based on seniority. Reassignment beyond 100 miles requires consultation with the union at the regional level.**

**(MEMO (B4), RE: CROSS CRAFT REASSIGNMENTS 8/19/92)**

**The 100 mile criteria identified in Article 12 is measured as the shortest actual driving distance between installations. (STEP 4 THOMPSON (C1) 7/23/93)**

**! 12.5.C.1.c** Involuntary reassignment of full-time employees for whom consultation did not provide for placement under C.1.b 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 under (1) and (2) below, whichever is lesser:

**! Preference eligible employees cannot be involuntarily assigned to lower level positions. (VETERANS PREFERENCE ACT)**

**When the reassignment of all full-time employees cannot be accomplished per b. above, the remaining full-time employees will be reassigned to other crafts or occupational groups for which they meet the minimum qualifications.**

**Employees excessed from other crafts shall be considered as meeting the minimum qualifications for positions requiring the ON-400, ON-440 or ON-450 Entrance Exam. (MEMO (B5) 4/16/92)**

**! 12.5.C.1.c. (1)** 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

**! 12.5.C.1.c. (2)** the seniority the employee had in the craft from which reassigned.

**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 H7N-4Q-C 10845 shall be applied in a prospective fashion effective with the date of the award. (MEMO (B6) 4/16/92) & ARB (E1)**

**! 12.5.C.1.d** Involuntary reassignment of part-time flexible employees with seniority in any vacancy in the part-time flexible quota in the same craft or occupational group at any installation within 100 miles of the discontinued 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 the part-time flexible employees.

**12.5.C.1.d - provides for the involuntary reassignment of part-time flexible employees, with their seniority to vacancies in the same craft or occupational group, to installations within 100 miles, (or in more distant installations if necessary), following consultation with the Union at the Regional level. (REFER TO MEMO B4 AND STEP 4 C1)**

**The term "quota" comes from the previous staffing practice calling for one substitute for each five regulars. There is no longer any such quota. (REFER TO LETTERS A6 AND A7)**

**! 12.5.C.1.e** Involuntary reassignment of part-time flexible employees for whom consultation did not provide for placement under C.1.d above in other crafts or occupational groups in which they meet minimum qualification at the same or lower level at the foot of the existing part-time flexible roster at the receiving installation and begin a new period of seniority.

**When the reassignment of all part-time flexible employees cannot be accomplished as per d. above, the remaining part-time flexible employees will be assigned to other crafts or occupational groups for which they meet the minimum qualifications of the position to which assigned.**

**They will be placed at the foot of the part-time flexible roll and begin a new period of seniority. (REFER TO MEMOS B4 AND B5)**

**! 12.5.C.1.f** Full-time employees for whom no full-time vacancies are available by the time the installation is discontinued shall be changed to part-time flexible employees in the same craft and placed as such, but shall for six months retain placement rights to full-time vacancies developing within 100 miles of the discontinued installation, or in more distant installations, if after consultation with the union it is necessary, U.S. Postal Service will designate such installations for the reassignment of excess full-time employees on the same basis as if they had remained full-time.

**12.5.C.1.f - calls for changing full-time employees to part-time flexible status when involuntary reassignments cannot be accomplished per b. and c. above.**

**The employees would then be reassigned as part-time flexibles.**

**Full-time employees changed to part-time flexibles retain placement rights for six months to vacancies within 100 miles of the discontinued installation, or in more distant installations following consultation with the Union at the Regional level. (REFER TO STEP 4 C1)**

**This provision could require the reassignment of an employee twice; once as a part-time flexible and then with placement rights, to a full-time vacancy.**

**! Preference eligible employees cannot be involuntarily assigned to low level positions. (VETERANS PREFERENCE ACT)**

**! 12.5.C.1.g** Employees, full-time or part-time flexible, involuntarily reassigned as above provided shall upon the reestablishment of the discontinued installation be entitled to reassignment with full seniority to the first vacancy in the reestablished installation in the level, craft or occupational group from which reassigned.

**12.5.C.1.g** - Provides retreat rights, by seniority, to full-time and part-time flexible employees, reassigned from a discontinued installation, should the installation be reestablished.

**! 12.5.C.2 CONSOLIDATION OF AN INDEPENDENT INSTALLATION**

**! 12.5.C.2.a** When an independent postal installation is consolidated with another postal installation, each full-time or part-time flexible employee shall be involuntarily reassigned to the continuing installation without loss of seniority in the employee's craft or occupational group.

**12.5.C.2.a** - provides for the involuntary reassignment of all career employees, with their seniority, to the continuing installation when two installations are consolidated.

**The parties agree that whenever it becomes necessary to make a Remote Encoding Center (REC) part of an existing installation, those (REC) Clerk Craft career employees who were voluntarily reassigned to the REC Site directly from the continuing installation will have their seniority calculated as if their service was uninterrupted in the continuing installation. (MEMO (B7) RE: CONSOLIDATION - REMOTE ENCODING CENTER AND PLANT 5/25/95)**

**When facilities are consolidated, such action does not change the coverage of any existing LMOU. Matters associated with consolidation are addressed by the application of Article 30.E. (PRE-ARB (D1) BURRUS 10/26/92)**

**! Article 30.E** When installations are consolidated or when a new installation is established, the parties shall conduct a thirty (30) day period of local implementation, pursuant to Section B. All proposals remaining in dispute may be submitted to final and binding arbitration, with the written authorization of the national Union President or the Vice-President, Labor Relations. The request for arbitration must be submitted within 10 days of the end of the local implementation period.

**! 12.5.C.2.b** Where reassignments under 2.a, preceding, result in an excess of employees in any craft or occupational group in the continuing installation, identification and placement of excess employees shall be accomplished by the continuing installation in accordance with the provisions of this Agreement covering such situations.

**12.5.C.2.b - In the event that the installation continuing after consolidation has insufficient vacancies to accommodate all the reassigned employees, the language here provides for involuntary reassignment from that installation. Since the involuntary reassignments are accomplished by the consolidated installation, the reassignments would be governed by Section 5.C.5.**

**! 12.5.C.2.c** If the consolidated installation again becomes an independent installation, each full-time and part-time flexible employee whose reassignment was necessitated by the previous consolidation shall be entitled to the first vacancy in the reestablished installation in the level and craft or occupational group held at the time the installation was discontinued.

**12.5.C.2.c - provides for retreat rights should the consolidated installation become an independent installation again.**

**! 12.5.C.3 TRANSFER OF A CLASSIFIED STATION OR CLASSIFIED BRANCH TO THE JURISDICTION OF ANOTHER INSTALLATION OR MADE AN INDEPENDENT INSTALLATION:**

**! 12.5.C.3.a** When a classified station or classified branch is transferred to the jurisdiction of another installation or made an independent installation, all full-time employees shall at their option remain with the classified station or classified branch without loss of seniority, or remain with the installation from which the classified station or classified branch is being transferred.

**Employees may opt to retain their bid assignments and seniority in the gaining**

**installation, or to remain in the losing installation in an unencumbered status.**

**!** **12.5.C.3.b** A realistic appraisal shall be made of the number of employees by crafts or occupations who will be needed in the station after transfer, and potential vacancies within these requirements created by the unwillingness of employees to follow the station to the new jurisdiction shall be posted for bid on an office-wide basis in the losing installation.

**Once management has determined the number of assignments needed at the station or branch after the transfer, any vacancies resulting from employees unwilling to move with their assignments are to be posted for bid, office-wide, at the losing installation.**

**!** **12.5.C.3.c** If the postings provided in paragraph 3.b, preceding, do not result in sufficient employees to staff the transferred classified station or classified branch, junioremployees, by craft or occupational group on an installation-wide seniority basis in the losing installation, shall be involuntarily reassigned to the classified station or classified branch and each employee thus involuntarily reassigned shall be entitled to the first vacancy in such employee's level and craft or occupational group in the installation from which transferred.

**Should the posting in b. above not result in sufficient employees (voluntary) to cover the remaining vacancies, management may involuntarily reassign employees from the losing installation. Such employees are entitled to retreat rights.**

**ARTICLE 12. SECTIONS 5.C.4 AND 5.C.5  
ARE THE REASSIGNMENT PROVISIONS  
MOST OFTEN USED BY MANAGEMENT**

**PLEASE NOTE THE FOLLOWING:**

**! Occupational group does not apply to the Clerk Craft. Clerks are identified for reassignments by level.**

**! Preference eligible employees cannot be involuntarily assigned to lower level positions as per their rights under the Veterans Preference Act.**

**! Excessing to the needs of a section does not apply to reassignments outside of the craft or outside of the installation.**

**! 12.5.C.4 REASSIGNMENT WITHIN AN INSTALLATION OF EMPLOYEES EXCESS TO THE NEEDS OF A SECTION:**

**When it is proposed to reassign within an installation, employees excess to the needs of a section and/or tour, union notification shall be at the local level (as much as six (6) months in advance when possible), as per 12.5.B.4.**

**If 12.5.C.4. is applied, notification will be given to the union at the local level. If 12.5.C.5.a. or b. is applied, notification will be given to the union at the area/regional level.**

**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 addition, other craft employees who are temporarily assigned to the craft undergoing the excessing, would have to be returned to their**

respective crafts. (MAHON TO BURRUS LETTER (A11) 6/11/90)

Unencumbered employees temporarily assigned to a work area cannot utilize his/her seniority to the detriment of employees holding regular bid assignments in the work area. (STEP 4 JOHNSON (C2) 6/11/80)

In accordance with Article 12, Section 4, when it is proposed to reassign within an installation an excess employee serving as a steward, the employee will not be involuntarily transferred, if there is work for which that employee is qualified. (ARTICLE 17.3 & NATIONAL PRE-ARB WILSON (D2) 3/4/82)

**!** Article 17.3 While serving as a steward or chief steward, an employee cannot be involuntarily transferred to another tour, to another station, or branch of the particular post office or to another independent post office or installation unless there is not a job for which the employee is qualified on such tour, or in such station, or branch or post office.

Before excessing pursuant to provisions of Article 12, employees serving their initial assignment per 37.3.A.10.a. or b. may be excessed to their former wage level by inverse seniority provided the employee has not completed three years in the new level. (37.3.A.10.a, b, c & d)

The three-year restriction only applies if there is excessing to their former wage level. In all other excessing circumstances the employees will apply their full seniority.

## **ARTICLE 37 CLERK CRAFT (EXCERPTS)**

**(RE: 12.5.C.4)**

**!** Article 37.3.A.10 Full-time Clerk Craft employees may use their seniority to bid on any senior qualified assignment involving a change in level provided the bidder meets the qualifications established for the position and the requirements in subsection a. and b. below, when applicable. Part-time regular employees may use their seniority to bid on full-time duty assignments in other levels for which they are eligible to bid under the provisions of section 3.A.1 of this Article.

**!** a. Full-time clerk craft employees in levels PS-5, PS-6, and PS-7 may bid

and compete for vacant and newly established full-time duty assignments ranked below PS-5.

! **b.** Full-time Clerk Craft employees in levels below PS-5 may bid and compete for vacant and newly established full-time duty assignments ranked at PS-5, PS-6, and PS-7.

! **c.** Employees in levels below PS-5 who are promoted as a result of this section and are subsequently impacted due to technological and mechanization changes shall not be entitled to saved grade for a period of two years beginning with the effective date of promotion. This two-year restriction does not apply to employees who previously occupied the higher level.

! **d.** Before excessing pursuant to provisions of Article 12, employees serving their initial assignment per part a. or b. above may be excessed to their former wage level by inverse seniority provided the employee has not completed three years in the new level.

#### **EXCERPTS FROM THE 2000 - 2003 NATIONAL AGREEMENT**

! **12.5.C.4.a** The identification of assignments comprising for this purpose a section shall be determined locally by local negotiations. If no sections are established immediately by local negotiations the entire installation shall comprise the section.

**The identification of assignments comprising a section are determined through local negotiations as indicated in Article 30.B.18.**

! **Article 30.B.18** The identification of assignments comprising a section, when it is proposed to reassign within an installation employees excess to the needs of a section.

! **12.5.C.4.b** Full-time employees excess to the needs of a section, starting with that employee who is junior in the same craft or occupational group and in the same level assigned in that section, shall be reassigned outside the section but within the same craft or occupational group. They shall retain their seniority and may bid on any existing vacancies for which they are eligible to bid. If they do not bid, they may be assigned in any vacant duty assignment for which there was no senior bidder in the same craft and installation. Their preference is to be considered if more than one such assignment is available.



**When excessing full-time employees to the needs of a section, management must begin with the employee who is junior in the same level, craft, or occupational group, assigned in the section, regardless of which duty assignments are abolished.**

**No employee shall be allowed to displace or bump another employee, properly holding a position or duty assignment, as per 12.5.B.3.**

**The "no bumping" clause prohibits a senior employee whose job may be abolished from bumping a junior employee from his/her bid duty assignment. The senior employee, however, would be entitled to exercise his/her seniority and accept the duty assignment of the junior employee who was excessed out of the section and/or installation.**

**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)**

**! 12.5.C.4.c** Such reassigned full-time employee retains the right to retreat to the section from which withdrawn only upon the first residual vacancy in the salary level after employees in the section have completed bidding. Such bidding in the section is limited to employees in the same salary level as the vacancy. Failure to bid for the first available vacancy will end such retreat right. The right to retreat to the section is optional with the employee who has retreat rights with respect to a vacancy in a lower level. Failure to exercise the option does not terminate the retreat rights in the salary level in which the employee was reassigned away from the section. In the Clerk Craft, an employee may exercise the option to retreat to a vacancy in a lower salary level only to an assignment for which the employee would have been otherwise eligible to bid.

**Initial vacancies occurring within a section, in the same salary level from which excessed employees have active retreat rights, are posted within the section, for employees of the same salary level as the excessed employees. The residual vacancy is then offered to employees in the same salary level who have retreat rights to the section. If vacancies remain after offering retreat rights to eligible employees, the vacancies are then posted for bid.**

**Vacancies that occur within the section that are not of the same salary level of**

**the excessed employee with retreat rights are also posted for bid.  
(MEMO (B9) RE: RETREAT RIGHTS)**

**An employee reassigned from a “senior qualified” assignment cannot exercise their retreat rights to a “best qualified” assignment.**

**Following excessing, stewards maintain their superseniority for the purpose of bidding on initial vacancies over excessed employees wishing to exercise their retreat rights. (VEGLIANTE TO BURRUS LETTER (A12) 11/5/92)**

**! 12.5.C.4.d** The duty assignment vacated by the reassignment of the junior full-time employee from the section shall be posted for bid of the full-time employees in the section. If there are no bids, the junior remaining unassigned full-time employee in the section shall be assigned to the vacancy.

**12.5.C.4.d - provides for the posting of the duty assignment, vacated by the reassignment of the junior employee from a section, for bid by the employees remaining in the section. If no bids are received, the unencumbered employee remaining in the section will be assigned to the vacancy.**

**! 12.5.C.5 REDUCTION IN THE NUMBER OF EMPLOYEES  
IN AN INSTALLATION OTHER THAN BY  
ATTRITION:**

**Dislocation and inconvenience to full-time and part-time flexible employees shall be kept to the minimum consistent with the needs of the service as per 12.5.B.1.**

**The union shall be notified in advance (as much as six (6) months whenever possible), such notification to be at the Regional level as per 12.4.B, 12.5.B.4. (REFER TO LETTER A1)**

**The Union at the Regional level will also be notified of the exact numbers to be withheld no less than 90 days prior to the involuntary reassignment of employees. (REFER TO LETTERS A4, A5, MEMOS B2, & B3)**

**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 . . . as per 12.5.B.2.**

**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.**

**(REFER TO 37.3.A.3 & TE MEMO 4.B)**

**Full-time residual vacancies may be withheld equivalent to the numbers impacted, minus reversions, and be counted toward 80/20 in both the losing installation and the gaining installation. The Vice-President, Area Operations must be notified of the total impact. (REFER TO 37.1.I & 37.1.G)**

**If residual vacancies occur which would be filled, they must be held for the reassignment of employees identified as excess. (37.3.A.1.A. (3) & TE Memo 4.C)**

**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 LETTERS A2, A3, & MEMO B1)**

**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 as per 12.4.C.**

**! 12.5.C.5.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:

**12.5.C.5.a - provides for the reassignment within the installation of excess employees from one craft to another to effect a reduction in employee complement more quickly than can be accomplished by attrition.**

**! 12.5.C.5.a. (1)** Shall determine by craft and occupational group the number of excess employees:

**Identification of employees to be excessed will be by craft, salary level and occupational group. Again, occupational group does not apply to the clerk craft.**

**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 addition, other craft employees who are temporarily assigned to the craft undergoing the excessing, would have to be returned to their respective crafts. (REFER TO LETTER A11)**

**Unencumbered employees temporarily assigned to a work area cannot utilize his/her seniority to the detriment of employees holding regular bid assignments in the work area. (REFER TO STEP 4 C2)**

**In accordance with Article 17, Section 3, when it is proposed to reassign an excess employee serving as a steward, the employee will not be involuntarily transferred, if there is work for which that employee is qualified. (ARTICLE 17.3)**

**! 12.5.C.5.a. (2) Shall, to the extent possible, minimize the impact on regular work force employees by separation of casuals:**

**12.5.C.5.a. (2) - requires management to minimize the impact on the regular work force by separating casuals to the maximum extent possible.**

**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)**

**! 12.5.C.5.a. (3) Shall, to the extent possible, minimize the impact on full-time positions by reducing part-time flexible hours;**

**12.5.C.5.a. (3) - is self explanatory, minimizing the impact on full-time positions by reducing part-time flexible hours.**

**! 12.5.C.5.a. (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 special delivery messengers and vehicle service employees in Section C.5.b below) in the same or lower level with seniority, which ever is the lesser of:

**12.5.C.5.a. (4) - provides for the identification and reassignment of excess full-time employees who meet the minimum qualifications to other crafts within the installation. (REFER TO MEMO B5)**

! **12.5.C.5.a. (4)(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

! **12.5.C.5.a. (4)(b)** The seniority the employee had in the craft from which assigned.

**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 H7N-4Q-C 10845 shall be applied in a prospective fashion effective with the date of the award. (REFER TO MEMO B6)**

! **12.5.C.5.a. (5)** The employee shall be returned at the first opportunity to the craft from which reassigned.

**Employees assigned across craft lines will be returned to the craft and/or installation in seniority order with other excessed employees who remained in the same craft. 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. (SEE LANGUAGE INCORPORATED IN ARTICLE 12.5.C.5.b. (6), CAGNOLI/BURRUS MEMO SIGNED 8/19/92)**

! **12.5.C.5.a. (6)** When returned, the employee retains seniority previously attained in the craft augmented by intervening employment in the other craft.

! **12.5.C.5.a. (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.

**THE PRINCIPLES APPLIED IN 12.5.C.5.a. , REGARDING NOTIFICATION, IDENTIFICATION, WITHHOLDING, ETC., AND**

**12.5.B.3, "NO BUMPING," ALSO APPLIES TO ARTICLE 12.5.C.5.b.**

! **12.5.C.5.b.** Reassignments to other installations after making reassignments within the installation.

! **12.5.C.5.b. (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:

**12.5.C.5.b. (1) provides for the involuntary reassignment of full-time employees by juniority to vacancies in the same or lower level in APWU crafts, up to 100 miles. Reassignment beyond 100 miles requires consultation with the union at the regional level. (REFER TO MEMO B4 & STEP 4 C1)**

! **Preference eligible employees cannot be involuntarily assigned to lower level positions. (VETERANS PREFERENCE ACT)**

! **12.5.C.5.b. (1)(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 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.

**12.5.C.5.b. (1)(a) - allows full-time and part-time vehicle employees the option of requesting voluntary reassignments to vacancies within 100 miles of the installation or in more distant installations, when motor vehicle craft assignments are discontinued in an installation and there are an excess number of employees in a position designation and salary level. Employees who volunteer under this provision retain their seniority if the reassignment is to the same position designation and salary level as in the losing installation.**

**! 12.5.C.5.b. (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 the lesser of:

**12.5.C.5.b. (2) - provides for reassignment of full-time employees to other crafts in other installations where reassignments could not be accomplished as per b(1) and employees must meet the minimum qualifications. (MEMOS B4 & B5)**

**! 12.5.C.5.b. (2)(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

**12.5.C.5.b. (2)(b)** The seniority he/she had in the craft from which reassigned.  
**(REFER TO MEMO B6)**

**! 12.5.C.5.b. (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 senior employees who accept reassignment to the gaining installation do not have retreat rights.

**12.5.c.5.b. (3) - provides for any senior clerk employee in the same level, status, and installation to elect to be reassigned to gaining installation in lieu of an involuntary reassignment of a junior employee. (LETTERS A9 & A10)**

**Postal bulletin 20444, October 22, 1964 states: It was mutually agreed that under the provisions of the above cited article, the senior person who elects to be reassigned to the gaining installation accepts the seniority of the senior of all the junior employees subject to arbitrary reassignment. However, new language incorporated into the 1990-1994 contract provides they take their full seniority with them. (SEE ARTICLE 37.2.D.5.C. (1)**

**! ARTICLE 37.2.D.5.c. (1)** Senior full-time and part-time regular clerks who elect to be reassigned to the gaining installation will take their seniority with them. Reassignment of those full-time or part-time regular clerks shall be treated as details for the first 180 days to avoid inequities in the selecting of preferred duty assignments by full-time or part-time regular clerks in the gaining installation. Such senior employees who accept reassignment to the

**gaining installation do not have retreat rights.**

**! 12.5.C.5.b. (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.

**12.5.C.5.b. (4) - provides for the senior of those junior employees subject to reassignment to be given first choice, if more than one vacancy is available.**

**! 12.5.C.5.b. (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.

**12.5.C.5.b(5) - provides for excess full-time employees to revert to part-time flexible in lieu of involuntary reassignment. It is the option of the employee and not management.**

**When a full-time employee elects to change to part-time flexible, such employee is placed on the part-time flexible roster in accordance with their seniority.**

**If a full-time employee junior to the employee who elected to change to part-time flexible is excessed or involuntarily reassigned to another installation, that employee has retreat rights in accordance with 12.5.C.5.b. (6).**

**The senior employee who changed to part-time flexible has no "retreat right" to the full-time work force and must wait until they are converted to a full-time vacancy.**

**However, the senior employee who opted to change to part-time flexible would take all of their seniority with them upon a later conversion to a full-time vacancy, and would be senior to any junior employee who returned to the installation as a result of exercising their retreat rights. (WEITZEL LETTERS (A13, A14) & GILDEA LETTER A15)**

**! 12.5.C.5.b. (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, employees(s) electing to retreat to a lower level assignment are not entitled to salary protection.

**This language incorporated in Article 12.5.C.5.b. (6) from Cagnoli/Burrus Memo 8/19/92, totally changes the procedures for employees to retreat when excessed from their craft and installation.**

**This new 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. (REFER TO LETTER A12)**

**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. (MAHON LETTER 6/27/89)**

**! 12.5.C.6 CENTRALIZED MAIL, PROCESSING AND/OR DELIVERY INSTALLATION (CLERK CRAFT ONLY)**

**! 12.5.C.6.a** When the operations at a centralized installation or other mail processing and/or delivery installation result in an excess of full-time clerks at another installation(s), full-time clerks who are excess in a losing installation(s) by reason of the change, shall be reassigned as provided in Section C.5.b. Reassignments of clerks shall be treated as details for the first 180 days to avoid inequities in the selection of preferred duty assignments by full-time clerks in the gaining installation.

**12.5.C.6.a - provides for the reassignment of excess full-time clerks when the centralization of operations results in such excess full-time employees. Article 12. Section 5.C.5.b. is used in reassigning the excess full-time clerks. However, the affected employees are not eligible to bid for posted assignments until the 181st day. Under all circumstances, an employee reassigned to another installation would be eligible to exercise his seniority for preferred duty assignment immediately upon reassignment. (WEITZEL LETTER 3/8/76)**

! **12.5.C.6.b** Previously established preferred duty assignments which become vacant before expiration of the detail period must be posted for bid and awarded to eligible full-time clerks then permanently assigned in the gaining installation. Excess part-time flexible clerks may be reassigned as provided for in Section C.8.

**12.5.C.6.b - provides for previously established duty assignments which become vacant to be posted for bid by the full-time clerks on the rolls of the centralized mail processing and/or delivery installation. Employees who were reassigned under Article 12.5.C.5.b are not eligible to bid since the first 180 days of reassignment are treated as a detail.**

! **12.5.C.6.c** all new duty assignments created in the gaining installation and all other vacant duty assignments in the centralized installation shall be posted for bid. One hundred eighty (180) days is computed from the date of the first detail of an employee. Bidding shall be open to all full-time clerks of the craft involved at the gaining installation. This includes full-time clerks assigned to the gaining installation.

**12.5.C.6.c - requires all vacancies remaining at the end of the 180-day period to be posted for bid by all full-time clerks on the rolls of the gaining installation. In addition, all new full-time duty assignments that were created as a result of the centralization are to be posted for bid after the 180-day period.**

! **12.5.C.6.d** When the centralized installation is a new one:

! **12.5.C.6.d. (1)** Full-time clerks who apply for reassignment from the losing installation, shall be reassigned with their seniority.

! **12.5.C.6.d. (2)** Reassignments shall be in the order of seniority and shall not exceed the number of excess full-time clerks in the losing installation.

! **12.5.C.6.d. (3)** The provisions of 5.a, above, apply to reassign junior full-time excess clerks, with their seniority, when there are excess full-time clerks after the reassignment of senior full-time clerks who apply for reassignment.

## ! **12.5.C.7 REASSIGNMENTS - MOTOR VEHICLE**

! **12.5.C.7.a** When a vehicle maintenance facility is established to replace an auxiliary garage, full-time and part-time flexible craft positions in the gaining installation are to be posted in the losing installation for applications by full-time and

part-time flexible employees, respectively. Senior qualified applicants shall be reassigned without loss of seniority, but not to exceed the number of excess employees in the losing installation.

**!** **12.5.C.7.b** When a vehicle maintenance facility is established to replace vehicle maintenance in a perimeter office, full-time and part-time flexible craft positions in the new maintenance facility shall be posted in the losing installation for applications by full-time and part-time flexible employees, respectively. Senior qualified applicants shall be reassigned without loss of seniority, but not to exceed the number of excess employees in the losing installation.

**!** **12.5.C.7.c** When vehicle operations are changed by transfer from one installation to another, new full-time and part-time flexible craft positions shall be posted for applications in the losing installation by full-time and part-time flexible employees in the craft, respectively. Senior qualified applicants shall be reassigned without loss of seniority, but not to exceed the number of excess employees in the losing installation.

**!** **12.5.C.7.d** After all reassignments have been made to the gaining installation, pursuant to subsections a, b and c, the new full-time assignments in the gaining installation shall be posted for bids.

**!** **12.5.C.7.e** If, after establishment of a new installation, operations result in further excess at losing installation(s), the procedures in subsections a, b, c and d, above, apply to reassign senior applicants from the losing installation(s) to positions in the new installation.

**!** **12.5.C.8 REASSIGNMENT-PART-TIME FLEXIBLE EMPLOYEES  
IN EXCESS OF QUOTA (OTHER THAN MOTOR VEHICLE)**

**(ALSO REFER TO 12.5.B.1, 12.5.B.2, 12.5.B.4, 12.5.B.5, 12.5.B.9, 12.5.C.1.A, D, E, G, 12.5.C.2.A, B, C, 12.5.C.5.B. (6), TE MEMO, LETTERS A4, 5, 9, 10, 11, 16, MEMOS B4, 5, 6, & ARTICLE 17.3)**

**!** **12.5.C.8** Where there are part-time flexible employees in excess of the part-time flexible quota for the craft for whom work is not available, part-time flexibles lowest on the part-time flexible roll equal in number to such excess may at their option be reassigned to the foot of the part-time flexible roll in the same or another craft in another installation.

**12.5.C.8 - provides that part-time flexible employees in excess of the quota may, at their option, be reassigned to the part-time flexible rolls in the same or another craft in another installation. (REFER TO LETTERS A7, A8, A17 & A18)**

**Part-time flexible employees who are reassigned, either voluntarily or involuntarily, from one part-time flexible roll to another within the clerk craft and installation, shall be placed at the bottom of the gaining part-time flexible roll. Upon conversion to full-time, an employee's seniority for preferred assignments shall include part-time flexible service on both the losing and gaining rolls, as per 37.D.3.b.**

**! 12.5.C.8.a** an excess employee reassigned to another craft in the same or another installation shall be assigned to the foot of the part-time flexible roll and begin a new period of seniority.

**12.5.C.8.a - provides for the reassignment of excess part-time flexibles across craft lines in the same or another installation.**

**When a part-time flexible employee is voluntarily or involuntarily reassigned to the clerk craft from another craft, the employee shall be assigned to the bottom of the appropriate part-time flexible roll and begin a new period of seniority effective the date of reassignment, as per 37.2.D.2.**

**! 12.5.C.8.b** An excess part-time flexible employee reassigned to the same craft in another installation shall be placed at the foot of the part-time flexible roll. Upon change to full-time from the top of the part-time flexible roll, the employee's seniority for preferred assignments shall include the seniority the employee had in losing installation augmented by part-time service in the gaining installation.

**12.5.C.8.b - provides for the reassignment of an excess part-time flexible employee in the same craft to another installation. When reassigned, the employee is placed at the foot of the part-time flexible roll in the gaining installation, however, when converted to full-time at the gaining installation, the employee regains the seniority lost when reassigned.**

**! 12.5.C.8.c** A senior part-time flexible in the same craft or occupational group in the same installation may elect to be reassigned in another installation in the same or another craft and take the seniority, if any, of the senior excess part-time flexible being reassigned, as set forth in a and b, above.

**Senior part-time flexible employees who elect to be reassigned to the gaining installation will be placed at the bottom of the appropriate part-time flexible roll. Upon conversion to full-time, an employee's seniority for preferred duty assignments shall include part-time flexible service in both the losing and gaining installations, as per 37.2.D.5.c. (2).**

**!** **12.5.C.8.d** The postal service will designate, after consultation with the union, vacancies at installations in which excess part-time flexibles may request to be reassigned beginning with vacancies in other crafts in the same installation; then vacancies in the same craft in other installations; and finally vacancies in other crafts in other installations making the designation to minimize relocation hardships to the extent practicable.

**!** **12.5.C.8.e** Part-time flexibles reassigned to another craft in the same installation shall be returned to the first part-time flexible vacancy within the craft and level from which reassigned.

**!** **12.5.C.8.f** Part-time flexibles reassigned to other installations have retreat rights to the next such vacancy according to their standing on the part-time flexible roll in the losing installation but such retreat right does not extend to part-time flexibles who elect to request reassignment in place of the junior part-time flexibles.

**!** **12.5.C.8.g** The right to return is dependent upon a written request made at the time of reassignment from the losing installation and such request shall be honored unless it is withdrawn or an opportunity to return is declined.

**PLEASE KEEP IN MIND THAT PART-TIME REGULARS AND BEST QUALIFIED POSITIONS ARE A SEPARATE CATEGORY FOR THE PURPOSES OF EXCESSING:**

**!** **12.5.D** **PART-TIME REGULAR EMPLOYEES**

**!** **12.5.D** Part-time regular employees assigned in the craft units shall be considered to be in a separate category. All provisions of this section apply to part-time regular employees within their own category.

**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.**

**! 37.3.A.7 BEST QUALIFIED POSITIONS**

**! 37.3.A.7.d** 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.

**! 37.3.A.7.b** The residual vacancy, as defined in section 1 of this article, will be posted for application unless the vacancy is being withheld pursuant to Article 12

...



# **ARTICLE 4**

## **&**

# **ATTACHMENTS**

### **ARTICLE 4**

#### **TECHNOLOGICAL AND MECHANIZATION CHANGES**

Both parties recognize the need for improvement of mail service.

#### **! SECTION 1. ADVANCE NOTICE**

**! 4.1** The union party to this agreement will be informed as far in advance of implementation as practicable , but no less than 30 days in advance, of implementation of technological or mechanization changes which affect jobs including new or changed jobs in the area of wages, wages hours or working conditions. When major new mechanization or equipment is to be purchased and installed, the union at the national level will be informed as far in advance as practicable, but no less than 90 days in advance.

#### **! SECTION 2. LABOR-MANAGEMENT COMMITTEE**

**!** **4.2** There shall be established at the national level, as a subcommittee of the national level Joint Labor-Management Committee, a Labor Management Technological or Mechanization Changes Committee composed of an equal number of representatives of management and the APWU. The Subcommittee shall meet semiannually, or as necessary, from the conceptual stage onward, to discuss any issues concerning proposed technological and mechanization changes which may affect jobs, including new or changed jobs, which affect the wages, hours, or working conditions of the bargaining unit. For example, the Postal service will keep the Union advised concerning any research and development programs (e.g., study on robotics) which may have an effect on the bargaining unit. In addition, the Committee shall be informed of any new jobs created by technological or mechanization changes. Where present employees are capable of being trained to perform the new or changed jobs, the Committee will discuss the training opportunities and programs which will be available. These discussions may include the availability of training opportunities for self-development beyond the new or changed jobs. Notice to said committee shall satisfy the notice requirements of the preceding paragraph. Upon receiving notice, said committee shall attempt to resolve any questions as to the impact of the proposed change upon affected employees and if such questions are not resolved within a reasonable time after such change or changes are operational, the unresolved questions may be submitted by the Union to arbitration under the grievance-arbitration procedure. Any arbitrations arising under this article will be given priority scheduling.

**!** **SECTION 3. NEW JOBS**

**!** **Article 4.3** Any new job or jobs created by technological or mechanization changes shall be offered to present employees capable of being trained to perform the new or changed job and the employer will provide such training. During training, the employee will maintain his/her rate. It is understood that the training herein referred to is on the job and not to exceed sixty (60) days. Certain specialized technical jobs may require additional and off-site training.

An employee whose job is eliminated, if any, and who cannot be placed in a job of equal grade shall receive saved grade until such time as that employee fails to bid or apply for a position in the employee's former wage level.

The obligation herein above set forth shall not be construed to, in any way, abridge the right of the employer to make such changes.

**ALSO REFER TO ELM 421.523 & EL-301**

**Under the provisions of Article 4, Section 3, of the National Agreement, employees whose jobs are eliminated and who cannot be placed in a job of equal grade shall receive rate protection until such time as that employee fails to bid or apply for a position in the employee's former wage level.**

**The specific policy is contained in the Employee and Labor Relations Manual, Section 421.51.**

**Employees whose jobs are eliminated due to the deployment and utilization of automated equipment will be covered by the aforesaid provisions.  
(MAHON LETTER 6/28/89 & HUBBELL LETTER 10/24/80)**

**If an employee, while assigned to the lower grade position and still in the protected rate period, voluntarily bids on a position in the same grade, such a bid is not considered a voluntary reduction to a lower salary standing at the employee's request. (PRE-ARB BENNER 8/4/83)**

**In accordance with provisions of Article 37, Section 6.C. and Article 4, Section 3 of the national agreement, the parties agree that when technological, mechanization/automation changes are initially made in an office, the following procedures for training present employees shall apply:**

**! a) temporary posting**

**! 1) post a list soliciting career full-time regular clerks by seniority from the impacted section to volunteer for training for the new program.**

**! 2) if the above does not at least equal the number of positions to be eventually posted, solicit for volunteers from all career employees and select by seniority for the training.**

**! 3) if quota still not filled, train ptf's by seniority who volunteer for training.**

**! b) permanent posting**

**! 1) when positions are permanently established, post the position for full-time craft employees eligible to, bid in accordance with the applicable provisions of Article 37, Section 3.F (3 and 4).**

**! 2) Additionally, management will provide concurrent training to the second senior bidder on each of the posted duty assignments. There are instances where the second bidder on an assignment has been designated while the senior bidder or second senior bidder on a different assignment is receiving training, at which time management will drop down to the next senior bidder not receiving training. A maximum of two employees will begin the training and deferment periods for each posted duty assignment.**

**! 3) If the senior bidder fails to qualify or withdraws, the second bidder shall continue in the training and deferment. (PRE-ARB WILSON 6/2/89)**

# ARTICLE 12

## QUESTIONS & ANSWERS

**ARTICLE 12, SECTION 5.C**  
**SPECIAL PROVISION ON REASSIGNMENTS**

***12.5.C.1 - DISCONTINUANCE OF AN INDEPENDENT INSTALLATION***

**1. WHO IS REASSIGNED?**

**!**     **12.5.C.1.a**     When an installation is discontinued, all full and part-time flexible employees, to the maximum extent possible, are reassigned into a continuing installation.

**2. HOW?**

**!**     **12.5.C.1.b**     Employees are involuntarily reassigned with their seniority for duty assignments to vacancies in the same or lower level in the same craft or occupational group.

**3. WHERE?**

**!**     **12.5.C.1.b**     All full and part-time flexible employees will be reassigned to postal installations designated by the postal service within 100 miles of the discontinued installation, or to more distant installations, if after consultation with the union, it is determined that it is necessary.

**4. ARE FULL-TIME EMPLOYEES GUARANTEED ANOTHER FULL-TIME POSITION?**

**!**     **12.5.C.1.f**     NO. .. As outlined under the provisions of C.1.f. full-time employees for whom no full-time vacancies are available shall be changed to part-time flexible status in the same craft and placed as such.

**5. DO FULL-TIME EMPLOYEES SO CHANGED TO PART-TIME STATUS RETAIN PLACEMENT RIGHTS TO FULL-TIME VACANCIES OCCURRING AT A LATER DATE?**

**!**     **12.5.C.1.f**     The employees who are arbitrarily changed to part-time flexible status are guaranteed, for a period of six months, placement rights to full-time vacancies developing within that time, within any installation within 100 miles of the discontinued installation.

**6. DO EMPLOYEES SO REASSIGNED HAVE RETREAT RIGHTS?**

**!**     **12.5.C.1.g**     In the event a discontinued installation is re-established, the employees are entitled to exercise retreat rights and are eligible for reassignment back to their re-established installation with full seniority within the craft from which reassigned.

**7. IF TWO OR MORE VACANCIES ARE AVAILABLE FOR REASSIGNMENT, WHO GETS FIRST CHOICE?**

! **12.5.C.1.g** Available vacancies will be selected on the basis of seniority.

## **8. DO EMPLOYEES FROM A DISCONTINUED INSTALLATION RETAIN THEIR SENIORITY?**

! **12.5.C.1.c** Full-time employees remaining in the same craft are reassigned with their full seniority. If, however, they are placed in another craft, they take the lesser of the following: (1.) one day junior to the junior full-time employee in the same craft and level in the office to which reassigned, or (2.) the seniority they had in the craft from which assigned.

! **12.5.C.1.d & e** Part-time flexible employees, if reassigned in the same craft, will be reassigned with full seniority. If placed in another craft, they are placed at the foot of the existing part-time flexible roster in the gaining installation.

## ***12.5.C.2 - CONSOLIDATION OF AN INDEPENDENT INSTALLATION***

### **1. WHO IS REASSIGNED?**

! **12.5.C.2.a** When an independent postal installation is consolidated with another postal installation, each full-time or part-time flexible employee shall be reassigned.

### **2. HOW REASSIGNED?**

! **12.5.C.2.a** Employees will be reassigned on an involuntary basis.

### **3. TO WHERE?**

! **12.5.C.2.a** Reassignment will be to a continuing installation, and with full seniority for both full and part-time flexible employees.

### **4. DO EMPLOYEES HAVE RETREAT RIGHTS IF THE CONSOLIDATED INSTALLATION IS RE-ESTABLISHED?**

! **12.5.C.2.c** Under the provisions of 2.c, if the consolidated installation again becomes an independent installation, each full and part-time flexible employee is entitled to return to the established installation in the craft and level or occupational group held at the time the installation was discontinued.

### **5. WHAT OCCURS IF CONSOLIDATION RESULTS IN AN EXCESS OF EMPLOYEES IN THE GAINING INSTALLATION?**

! **12.5.C.2.b** in the event an excess of employees results in the gaining installation due to the consolidation of an independent installation, the provisions of Article 12 would govern in reducing the number of employees through other than attrition.

**12.5.C.3 - TRANSFER OF A CLASSIFIED STATION OR CLASSIFIED BRANCH TO THE JURISDICTION OF ANOTHER INSTALLATION OR MADE AN INDEPENDENT INSTALLATION**

**1. WHO IS REASSIGNED?**

! **12.5.C.3.a** All full-time employees at a classified station or branch who wish to remain.

**2. IS IT MANDATORY?**

! **12.5.C.3.a** NO...the employees have an option to remain with the classified station/branch, without loss of seniority, or they may remain with the installation from which the classified station/branch is being transferred.

**3. IF FULL-TIME EMPLOYEES IN THE AFFECTED UNIT DO NOT WISH TO STAY IN THE UNIT, WHO HAS FIRST CHOICE FOR THE VACANT POSITIONS?**

! **12.5.C.3.b** Vacancies created by the unwillingness of employees to follow the station /branch to the new jurisdiction are posted for bid, on an office-wide basis, in the losing installation.

**4. IF VACANCIES STILL REMAIN AFTER THE POSITIONS ARE POSTED IN THE LOSING INSTALLATION, WHAT ACTION IS THEN TAKEN?**

! **12.5.C.3.c** Management exercises the provisions of Article 12, and involuntarily reassign junior employees to fill the vacancies. The junior employees, involuntarily excessed, retain their retreat rights to the first vacancy in their level and craft in the installation from which they were involuntarily transferred.

**12.5.C.4 - REASSIGNMENT WITHIN AN INSTALLATION OF EMPLOYEES EXCESS TO THE NEEDS OF A SECTION**

**1. WHO IDENTIFIES ASSIGNMENTS COMPRISING A SECTION FOR THE PURPOSE OF REDUCING THE NUMBER OF EMPLOYEES BY OTHER THAN ATTRITION?**

! **12.5.C.4.a** The identification of assignments comprising a section is determined locally, through negotiations. If a local union and management fail to negotiate sections, the entire installation is considered a section for reassignment purposes.

**2. WHO IS REASSIGNED?**

! **12.5.C.4.b** The agreement requires management to reassign the junior full-time employee in the same craft and level.



### **3. TO WHERE IS HE/SHE REASSIGNED?**

! **12.5.C.4.b** the excessed employee is reassigned outside the section, within the installation, in the same craft and level. Seniority is retained and the employee may bid on any existing vacancy for which they are eligible. Failing to bid, they may be assigned to any vacant duty assignment for which there was no senior bidder, or they may remain as an unencumbered regular until such time as they are assigned a no bid position, as outlined in Article 37.4.C.

### **4. DOES THE EXCESSED EMPLOYEE HAVE RETREAT RIGHTS?**

! **12.5.C.4.c** the employee does have retreat rights to the first residual vacancy in their level, after employees in the section have completed bidding. However, they lose their retreat rights upon their failure to bid for the first residual vacancy in their salary level in the former section.

### **5. MUST THE EMPLOYEE EXERCISE HIS/HER RETREAT RIGHTS TO A LOWER LEVEL JOB IN HIS/HER FORMER SECTION?**

! **12.5.C.4.c** The right of retreat to the section is optional with the employee who has retreat rights with respect to a vacancy in a lower salary level. The employee's failure to exercise the option to return to a lower level position within the section, however, does not terminate the retreat rights in the salary level from which the employee was reassigned.

### **6. IS THERE ANY RESTRICTION ON CLERK CRAFT EMPLOYEES EXERCISING THEIR RIGHTS TO A LOWER LEVEL POSITION IN A SECTION FROM WHICH THEY HAVE BEEN EXCESSED?**

! **12.5.C.4.c** YES....New language was added in the 1984-87 agreement restricting the option of clerk craft employees from exercising retreat rights to a vacancy in a lower salary level, to only those assignments for which the employee would otherwise have been eligible to bid.

### **7. WHO FILLS THE DUTY ASSIGNMENT VACATED BY THE EXCESSED JUNIOR EMPLOYEE?**

! **12.5.C.4.d** The vacated duty assignment must be posted for bid within the section and awarded to the senior bidder who had seniority to remain in the section. If there are no bids, the junior remaining unencumbered full-time employee in the section is assigned to the vacancy.

### **12.5.C.5.a - REDUCTION IN THE NUMBER OF EMPLOYEES IN AN INSTALLATION OTHER THAN BY ATTRITION?**

#### **1. WHAT ACTION MUST MANAGEMENT TAKE BEFORE EXCESSING FULL-TIME EMPLOYEES FROM AN INSTALLATION?**

! **MANAGEMENT IS REQUIRED TO:**

! **12.5.C.5.a.1** Determine by craft and occupational group, the number of excess employees.

! **12.5.C.5.a.2** Separate all casuals to the extent possible, thus minimizing the impact on the career regular workforce.

! **12.5.C.5.a.3** Reduce part-time flexible hours, to the extent possible, again, to minimize the impact on full-time positions.

## **2. WHO IS DECLARED EXCESS?**

! **12.5.C.5.a.4** The junior full-time employee in the salary level, craft, and occupational group affected, on an installation wide basis.

## **3. WHERE ARE THEY REASSIGNED?**

! **12.5.C.5.a.4** To the extent possible, the excessed full-time employees are reassigned within the installation to other crafts at the same or lower level.

## **4. HOW IS THIS ACCOMPLISHED?**

! **12.5.C.5.a.4** The employees are involuntarily reassigned.

## **5. DO THEY RETAIN THEIR CRAFT SENIORITY?**

! **12.5.C.5.a.4** NO...They are reassigned in the same or lower level, with seniority whichever is lesser of:

! **12.5.C.5.a.4.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

! **12.5.C.5.a.4.b** The seniority the employee had in the craft from which reassigned.

## **6. DO THE REASSIGNED EMPLOYEES RETAIN RETREAT RIGHTS?**

! **12.5.C.5.a.5** Under the provisions of Part 5, the employee has no retreat rights as an option. The agreement requires that she/he be returned to the craft from which reassigned at the first opportunity.

## **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?**

! **12.5.C.5.a.7** 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.

**12.5.C.5.b - REASSIGNMENTS TO OTHER INSTALLATIONS**  
**AFTER**

**MAKING REASSIGNMENTS WITHIN THE INSTALLATION**

**1. IF THE EXCESSED JUNIOR FULL-TIME EMPLOYEE CANNOT BE ASSIGNED TO ANOTHER CRAFT IN HIS/HER OWN INSTALLATION, WHAT OCCURS?**

! **12.5.C.5.b.1** The junior full-time excess employee is assigned to a position in the same or lower level, in the same craft, to an installation within 100 miles of the losing installation, if possible.

! The junior full-time employee not placed within the clerk craft, in accordance with above provisions will be assigned to other crafts in the same or lower level, in an installation within a 100 mile radius.

**2. HOW WILL THIS BE ACCOMPLISHED?**

! **12.5.C.5.b.2** Employees for whom consultation did not provide for placement under b.1 above in other crafts or occupational groups in which they meet minimum qualification at the same or lower level will be involuntarily reassigned.

**3. WHAT EFFECT WILL THIS HAVE ON THEIR SENIORITY STANDING?**

! **12.5.C.5.b.2** They will have permanent seniority for duty assignment, whichever is lesser of:

! **12.5.C.5.b.2.a** One day junior to the senior of the junior full-time employee in the same level and craft or occupational group in the installation to which reassigned, or

! **12.5.C.5.b.2.b** The seniority she/he had in the craft from which reassigned.

**4. MAY A SENIOR FULL-TIME EMPLOYEE IN THE SAME CRAFT ELECT TO TAKE THE PLACE OF JUNIOR EXCESS EMPLOYEE?**

! **12.5.C.5.b.3** 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.

! **HOWEVER, THE SENIOR EMPLOYEE ELECTING TO BE EXCESSED IN LIEU OF A JUNIOR EMPLOYEE FORFEITS HIS/HER RETREAT RIGHTS.**

**5. WHO GETS PREFERENCE IN THE EVENT THAT TWO OR MORE VACANCIES ARE SIMULTANEOUSLY AVAILABLE?**

! **12.5.C.5.b.4** The senior employee subject to reassignment gets the preference.

**6. IN ORDER TO AVOID EXCESSING, MAY A FULL-TIME EMPLOYEE ELECT TO**

**CHANGE TO PART-TIME FLEXIBLE STATUS AND REMAIN IN HIS/HER OWN INSTALLATION?**

! **12.5.C.5.b.5** 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.

**7. DOES A FULL-TIME EMPLOYEE EXCESSED TO ANOTHER INSTALLATION HAVE RETREAT RIGHTS?**

! **12.5.C.5.b.6** 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.

**8. MAY A CLERK CRAFT EMPLOYEE WHO HAS BEEN INVOLUNTARILY REASSIGNED, RETREAT TO HIS/HER FORMER INSTALLATION IN A LOWER LEVEL POSITION?**

! **12.5.C.5.b.6** A clerk craft employee may, provided they have filed a written request to return to the first vacancy in the same or lower level, exercise retreat rights to a lower level assignment. The written request, however, must stipulate whether the employee desires to retreat to a lower level assignment, and if so, to what salary level assignments for which the employee would have been eligible to bid. If vacancies are available in the specified lower salary level and in the salary level of the employee when reassigned, the employee will be given the option. Failure to exercise retreat rights to the first available vacancy terminates such rights.

**9. WHAT EFFECT WILL ELECTING RETREAT RIGHTS TO A LOWER LEVEL ASSIGNMENT HAVE ON SALARY PROTECTION?**

! **12.5.C.5.b.6** An employee electing to retreat to a lower level assignment will not be entitled to salary protection.

**12.5.C.6 - CENTRALIZED MAIL PROCESSING AND/OR DELIVERY INSTALLATION (CLERK CRAFT ONLY)**

**1. WHEN IS 12.6 APPLICABLE?**

! **12.5.C.6.a** It becomes applicable when management consolidates mail processing operations into a centralized installation, which normally results in the excessing of a number of employees from several smaller installation.

**2. WHY IS THIS PROVISION DIFFERENT FROM THE PROVISIONS GOVERNING GENERAL INVOLUNTARY REASSIGNMENTS UNDER SECTION C.5.b?**

! **12.5.C.6.a** Although the basic reassignments are made under the provisions of 12.C.5.b,

this section differs, in that it requires the reassigned clerks to be placed in a detail status for the first 180 days, in an effort to avoid inequities in the selection for preferred assignments.

### **3. WHEN DOES THE 180 DAY DETAIL PERIOD COMMENCE?**

! **12.5.C.6.c** The 180 days is computed from the date of the first detail of an employee into the centralized mail processing installation.

### **4. CAN DETAILED EMPLOYEES BID FOR THE PREVIOUSLY ESTABLISHED PREFERRED DUTY ASSIGNMENTS DURING THE 180 DAY DETAIL PERIOD?**

! **12.5.C.6.b** NO...only full-time employees who had previously been in the installation are eligible to bid on the previously established duty assignments.

### **5. WHAT PROVISIONS ARE MADE FOR PREVIOUSLY ESTABLISHED PREFERRED DUTY ASSIGNMENTS THAT BECOME VACANT BEFORE THE EXPIRATION OF THE 180 DAY DETAIL PERIOD?**

! **12.5.C.6.b** The previously established duty assignments that may become vacant during the 180 day detail period are posted for bid, but only the permanently assigned employees in the gaining installation are eligible to bid.

### **6. WHEN CAN DETAILED EMPLOYEES BID FOR PREFERRED DUTY ASSIGNMENTS IN THE GAINING INSTALLATION?**

! **12.5.C.6.c** As indicated above, the reassigned employees may bid at the end of the 180 day detail period.

### **7. WHAT POSITIONS IN THE CLERK CRAFT ARE POSTED AT THE END OF THE 180 DAY DETAIL PERIOD?**

! **12.5.C.6.c** All vacant clerk craft positions are posted, and all eligible full-time employees in the craft in the gaining installation are eligible to bid.

### **8. IS THE PROCEDURE DIFFERENT WHEN A NEW CENTRALIZED UNIT IS ESTABLISHED?**

! **12.5.C.6.d.1 & 2** YES...Full-time clerks are given the opportunity to request reassignment from the losing installation. The reassignments will be made on the basis of seniority, but will be limited to the number of excess full-time clerks in the losing installation.

### **9. WHAT IF THERE STILL ARE EXCESS EMPLOYEES IN THE CRAFT AT THE LOSING INSTALLATION AFTER SENIOR FULL-TIME EMPLOYEES HAVE BEEN INVOLUNTARILY REASSIGNED?**

! **12.5.C.6.d.3** Management will involuntarily reassign the junior full-time employees, as provided in Article 12.5.C.b.

**10. DO THEY RETAIN SENIORITY?**

! **12.5.C.6.d.1** YES....Clerks taking the opportunity are reassigned with their full seniority.

**12.5.C.8 - REASSIGNMENTS - PART-TIME FLEXIBLE EMPLOYEES IN EXCESS OF QUOTA (OTHER THAN MOTOR VEHICLE)**

**1. WHO IS AFFECTED?**

! **12.5.C.8 PART-TIME FLEXIBLE EMPLOYEES.**

**2. WHAT PROCEDURES WILL MANAGEMENT USE IN EXCESSING PTF CLERKS?**

! **12.5.C.8** The part-time flexibles lowest on the part-time flexible roll equal in number to such excessed will be given an option to be reassigned to the foot of the ptf roll in the same or another craft in another installation. Although the excessing is involuntary, the selection of craft and installation is voluntary.

**3. MAY A PART-TIME FLEXIBLE WHO IS INVOLUNTARILY EXCESSED RETAIN SENIORITY?**

! **12.5.C.8.a** NO...An excessed part-time flexible employee reassigned to another craft in the same or another installation shall be assigned to the foot of the part-time flexible roll and begin a new period of seniority.

**4. DO PART-TIME FLEXIBLES EVER REGAIN THEIR SENIORITY?**

! **12.5.C.8.b** YES...A part-time flexible who is reassigned into another installation in the clerk craft regains their seniority upon becoming a full-time regular employee. The employee's seniority for preferred assignments will then include the seniority the employee had in the losing installation, augmented by the part-time flexible service in the gaining installation.

! **HOWEVER, IF THE PART-TIME FLEXIBLE EMPLOYEE IS REASSIGNED INTO ANOTHER CRAFT, HE/SHE DOES NOT REGAIN SENIORITY AT THE TIME HE/SHE MAKES REGULAR.**

**5. MAY A SENIOR PART-TIME FLEXIBLE ACCEPT REASSIGNMENT IN LIEU OF JUNIOR PART-TIME FLEXIBLE?**

! **12.5.C.8.c** YES...A senior part-time flexible may volunteer to be excessed in lieu of a junior part-time flexible. The part-time flexible, however, will assume the seniority status of the senior part-time flexible being reassigned.

## **6. WHO DESIGNATES OTHER INSTALLATIONS AVAILABLE FOR SUCH VOLUNTARY REASSIGNMENTS?**

! **12.5.C.8.d** The postal service, after consultation with the union, will offer reassignment opportunities in the following order:

- ! **1. OTHER CRAFT, SAME INSTALLATION,**
- ! **2. SAME CRAFT, OTHER INSTALLATION,**
- ! **3. OTHER CRAFTS, OTHER INSTALLATION.**

## **7. DO PART-TIME FLEXIBLES RETAIN RETREAT RIGHTS?**

! **12.5.C.8.f & g** Retreat rights are granted to part-time flexible employees electing reassignment to another installation, except for a part-time flexible volunteering to be excessed in lieu of a junior part-time flexible. The part-time flexible will have retreat rights, provided he/she makes a written request at the time of reassignment from the losing installation, and it is valid until he/she voluntarily withdraws the request or declines to be returned at the first opportunity.

## **8. WHAT ABOUT PART-TIME REGULAR EMPLOYEES?**

! **12.5.D** Part-time regular employees assigned in the craft units shall be considered to be in a separate category. All provisions of this section apply to part-time regular employees within their own category.