

MEMORANDUM OF UNDERSTANDING

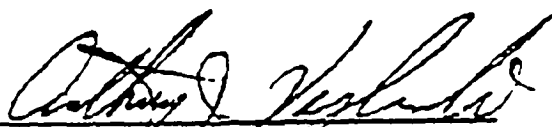
174


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

Re: Retreat Rights - Article 12.5.C.4

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

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


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


Mr. William Burrus
Executive Vice President
American Postal Workers Union

Date 5/27/94

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

RE: Article 12

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

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

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

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

Anthony J. Valente
 U.S. Postal Service

William L. Lewis
 American Postal Workers
 Union, AFL-CIO

9-20-89
 (Date)

9-20-89
 (Date)

Attachment

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE


AND

AMERICAN POSTAL WORKERS UNION, AFL-CIO

Re: Cross Craft Reassignments

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


This memorandum does not affect any other rights that Motor Vehicle Craft employees may possess under the provisions of Article 12.



Sherry G. Cagnoli
Assistant Postmaster General
Labor Relations Department

Date:

8/14/92



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

Date:

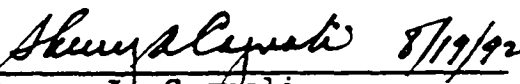
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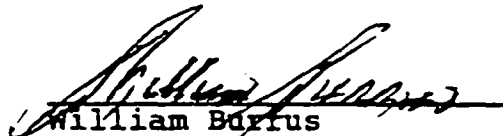
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
AMERICAN POSTAL WORKERS UNION, AFL-CIO

Re: Conversions under the Maximization Memorandum

As discussed, when a full-time assignment(s) is being withheld in accordance with Article 12, the subsequent backfilling of the assignment(s) will not count towards the time considered for maximizing full-time duty assignments, in accordance with the Memorandum of Understanding.

The parties also recognize that employees are to be converted to full-time consistent with the memorandum, provided the work being performed to meet maximization qualification is not being performed on assignments(s) described above.


Sherry A. Cagnoli
Assistant Postmaster General
Labor Relations Department
U.S. Postal Service


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

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

RE: Article 7, Section 3.A.

The parties will meet at the regional level, as much as 6 months whenever possible, to identify the time period, general number of full-time vacancies, geographic area and craft, which will be withheld/reverted and applied to Article 7, Section 3.A (90/10 provisions).

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.


U.S. Postal Service


American Postal Workers
Union, AFL-CIO

9-20-59
(Date)

9-20-59
(Date)

Attachment

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

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

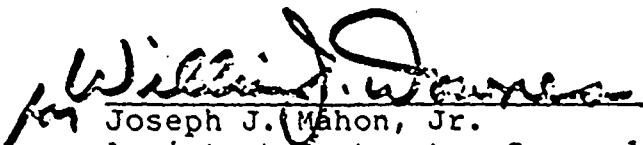
- (1) Excessed employees who have not passed the required entrance exam may request, in writing, placement in a lower level residual vacancy within or outside the installation in lieu of placement in vacancies in the same or another craft. The seniority of such employees after reassignment shall be established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

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

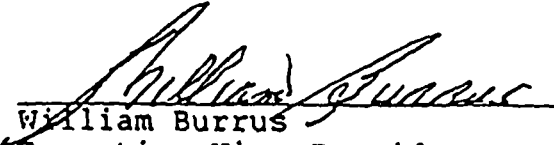
- 2) Excessed employees who do not request placement in a lower level and for whom no vacancies exist within or outside the craft in the same level within a 35-mile radius may be involuntarily assigned to the duties of a lower level vacancy. If no vacancies exist within a 35-mile radius, the Employer will meet with the Union at the regional level to identify vacancies beyond the 35-mile radius. (The parties agree that the 35-mile radius specified above is agreed to for purposes of this Memorandum and has no bearing on the parties' positions in other circumstances.)
 - (a) While assigned to the duties of a position for which the employee is not qualified on the entrance exam, such employees may submit application for residual vacancies in the lower level position to which they have been assigned. Their applications will be considered by seniority for residual vacancies that are unbidded.

- (b) While assigned to the duties of a lower level position, employees who fail to bid or apply for all vacancies in their wage level in the installation to which assigned will void their rate protection, and they will assume the salary level of the duties to which they have been assigned. Such reassigned employees' seniority for bidding will be established pursuant to the craft provisions.
- (c) Those who bid for positions in their wage level, but who are unsuccessful will be considered unassigned regulars and may be placed in residual vacancies within their wage level to positions for which they meet the minimal qualifications (Article 37, Section 3.F.10).
- (3) Employees involuntarily placed in a vacant assignment, exercising a choice of vacancies or successful applicants to vacant positions, shall retain retreat rights to vacancies for which they are eligible. After exercising retreat rights, their seniority shall be established as though their service has been continuous in the position to which they retreated.
- (4) Employees excessed pursuant to the utilization of automation under 1, 2 or 3 above shall maintain rate protection under the provisions of Article 4.
- (5) Employees who have been identified as excessed and who are provided choices of existing vacancies shall be covered by the provisions of 1 through 4 and shall be treated as having been involuntarily excessed.

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


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

5-31-90
 (Date)


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

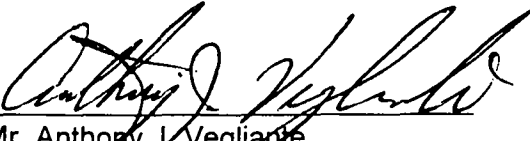
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 (Date)


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

Re: Retreat Rights - Article 12.5.C.4

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


Mr. William Burrus
Executive Vice President
American Postal Workers Union



LABOR RELATIONS

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

August 17, 1993

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

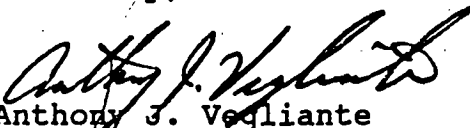
Dear Bill:

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

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

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

Sincerely,


Anthony J. Vegliante
Manager
Grievance and Arbitration



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

November 5, 1992

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

Dear Bill:

This letter is in reference to your correspondence regarding superseniority of stewards following excessing.

As we agreed, following excessing, stewards maintain their superseniority for the purposes of bidding on initial vacancies over excessed employees wishing to exercise their retreat rights.

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

Sincerely,

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