

ARTICLE 12
PRINCIPLES OF SENIORITY, POSTING AND
REASSIGNMENTS

ARTICLE 12.1.A

PROBATIONARY EMPLOYEES

Article 12.1 provides that employees separated during the probationary period do not have access to the grievance procedure concerning their separation, including challenges on the grounds of noncompliance with Section 365.32 of the Employee and Labor Relations Manual (ELM.) A dispute over whether the action separating an employee occurred during his/her probationary period is subject to the grievance-arbitration procedure, because separation during the probationary period is a precondition to the applicability of Article 12.1.A.

Employees who were serving their probationary period at the time of entry into active duty in the military service and who meet the probationary time period while serving on active duty are considered as having met the probationary time.

Employees do not have seniority during their probationary period. Once the probationary period is completed, an employee's seniority is computed from the date of employment. When an employee is separated from the Postal Service and later rehired, the employee must serve a new probationary period.

TRANSITIONAL EMPLOYEES

Transitional employees may be disciplined during their term of appointment for just cause and such discipline is subject to the grievance/arbitration procedure after an employee has completed 90 work days during the preceding six months or has been employed for 120 calendar days, whichever came first.

ARTICLE 12.1.B

FALSIFICATION OF EMPLOYMENT APPLICATION

Article 12.1.B provides that the falsification of an employment application may be used as a reason for discharge, even if the falsification is not discovered during the probationary period. However, this rule does not change the Article 16, Section 1 requirement that non-probationary employees may only be disciplined for "just cause."

ARTICLE 12.2

SENIORITY – RETURN TO THE BARGAINING UNIT

The seniority for an employee who left the bargaining unit on or after November 20, 1994 and returned to the same craft and installation is as follows:

- An employee that left for a position outside the Postal Service would begin a new period of seniority.
- An employee that left the bargaining unit for a non-bargaining unit position and returned to the craft within a year would regain the seniority the employee had in the craft without credit for the time spent in the non-bargaining unit position.
- An employee that returned after a year would begin a new period of seniority.

An employee who left the bargaining unit during the period from July 21, 1973 to November 19, 1994 and returned to the same craft shall have seniority as specified in the 1990-1994 National Agreement. Seniority will be established as follows:

- An employee returning from a position outside the Postal Service would begin a new period of seniority.
- An employee returning from a non-bargaining unit position after two years would begin a new period of seniority.
- An employee returning from a non-bargaining unit position within two years would regain the seniority the employee had in the craft without credit for the time spent in the non-bargaining unit position.

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. Seniority will be established as follows:

- An employee that returns from a position outside the Postal Service begins a new period of seniority.
- An employee that returned to the craft would regain the seniority the employee had in the craft without credit for the time spent outside the craft.

Article 12.2.B, 12.2.C, and 12.2.D provide rules which govern the seniority for employees who left the bargaining unit and later returned to the same craft. In each circumstance an employee that left the bargaining unit for a position outside the Postal Service begins a new period of seniority.

- Section 12.2.B has a one year time frame and an employee returning within a year regains the seniority the employee had without credit for the time spent out of the craft. An employee gone more than a year begins a new period of seniority.
- Section 12.2.C has no time frame and an employee that left the bargaining unit prior to July 21, 1973 regains the seniority the employee had when he/she left regardless of how long the employee was gone.
- Section 12.2.D has a time frame of two years and an employee that returns within two years regains the seniority the employee had without credit for the time he/she was gone. An employee that returns after two years begins a new period of seniority.

SENIORITY - RETURN AFTER ONE YEAR

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 if gone more than one year. An employee that returns in less than a year regains the seniority he/she had within the craft without credit for the time the employee was gone.

There is an exception to the above rule in the motor vehicle (Article 39) and material support crafts (Article 41). Where there are inconsistencies concerning seniority between Article 12 and the appropriate craft article, the craft article prevails.

PART-TIME FLEXIBLE EMPLOYEES

The reassignment of a supervisor to the bargaining unit, who has not retained his or her seniority to full-time regular status, violates the seniority right of part-time flexible employees waiting to be converted.

ARTICLE 12.3***BIDDING LIMITATIONS***

Under the extension of the 2000-2003 National Agreement (through November 20, 2005), an employee may be designated a successful bidder an additional two times during the extension of the contract. Therefore, an employee may be designated a successful bidder no more than a total of seven times during the 2000-2005 collective bargaining agreement, unless such bid is covered by one of the three exceptions listed in Article 12.3.A.1 through Article 12.3.A.3.

ARTICLE 12.4***REASSIGNMENT – GENERAL PRINCIPLES***

Article 12.4 establishes the following reassignment rules:

- The dislocation and inconvenience to bargaining unit employees be kept to a minimum.
- Reassignments will be made in accordance with Article 12.4 and 12.5.
- Where a major relocation of employees is planned, the parties must meet at the national level at least 90 days in advance of implementation of the plan.
- Meetings with the union at the area/regional level are required no less than 90 days (six months if possible) in advance of any anticipated reassignments from an installation under Article 12. In such case, the union will be advised of the following:
 1. The anticipated impact, by craft.
 2. The installations with available residual vacancies for the employees to be reassigned.
 3. When a new installation is involved, the new installation's anticipated complement by tour and craft.

The above information must be updated periodically and provided to the union at the area/regional level.

PROPOSED EXCESSING

Field managers and/or supervisors should not discuss with bargaining unit employees proposed excessing outside the craft or installation until the area/regional parties have held their discussions. This should prevent employees from receiving erroneous information from management or the union, and control the appropriate flow of information.

ARTICLE 12.4.B***AREA/REGIONAL NOTIFICATION***

The union at the area/regional level will be given notice when technological, mechanization or operational changes impact the bargaining unit no less than 90 days in advance, (six months in advance whenever possible). This notice shall be in the form of the *Manpower Impact Report*.

Involuntary reassigning bargaining unit employees outside their craft/installation requires an area/regional 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 principles of Article 12 (reassignment) are met. The first area/regional labor management meeting must be held no later than 90 days prior to the involuntary reassignment.

STUDIES/REPORTS

If a study/report (e.g. Function 4, etc.) results in the reassignment of employees outside the craft/installation, a copy of the appropriate study/report will be provided to both the local and regional union and a meeting will take place at the area/regional level. If local management chooses to make operational changes based on the results of a study/report, local management will notify and meet with the local union to discuss any proposed changes and share supporting documentation, including a copy of the report.

ARTICLE 12.5.B***WITHHOLDING OF RESIDUAL VACANCIES***

After notification to the union at the area/regional level, residual vacancies are withheld at the same or lower level in all crafts in the affected installation, and residual vacancies at the same or lower level in surrounding installations.

Residual vacancies in other crafts at the same or lower level in the losing/surrounding installations may also be withheld for the involuntary reassignment of employees identified as excess to the needs of the installation to which assigned.

NUMBER OF WITHHELD POSITIONS (DUTY ASSIGNMENTS)

Management may not withhold more positions than are reasonably necessary to accommodate any planned excessing. Article 12.5.B.2 authorizes management to withhold "sufficient ... positions within the area for employees who may be involuntarily reassigned."

The geographic area within which residuals vacancies will be withheld will depend on the number of employees being excessed, residual vacancies available in other crafts within the installation, and the attrition rate.

The length of time residual vacancies may be withheld should be based on projected impact, attrition, and the scheduled date the event is to occur. There are no “blanket rules” that determine whether management is withholding an excessive number of positions, or withholding positions for an excessive period of time. Rather, each situation must be examined separately based upon local fact circumstances.

Generally, determining the number of positions to withhold involves:

- Calculating the number of positions that will be reduced, the length of time over which the reductions will occur, and then determining whether the reductions will occur faster than can be accommodated by attrition.
- Withholding positions for excessing is justified when positions in the losing craft or installation must be reduced faster than can be accomplished through normal attrition.
- Projections of anticipated attrition must take into account local historical attrition data.
- Accurate projections require an examination of the local fact circumstances, rather than the application of a national average attrition rate.
- Quarterly reports of all attrition totals will be provided to the APWU Regional Coordinator by area office.

POST EXCESSING NOTIFICATION

Within seven days of the completion of an individual excessing event, the area office will provide the Regional Coordinator with written notice detailing:

- The date that the excessing event was finalized.
- How the reduction was accomplished (e.g. attrition, excessing.)
- The name of employees (if any) who were excessed, the date of excessing, the office to which each employee was reassigned, each employee’s seniority date upon reassignment, and whether the reassignment was voluntary.
- A copy of the withholding cancellation for the excessing event.

PART-TIME FLEXIBLE CONVERSION

Once management has determined that withholding is necessary, part-time flexible employees should not be converted to full-time regular status and placed in residual vacancies within the area of withholding until management has withheld sufficient residual vacancies.

When a full-time assignment is being withheld in accordance with Article 12, the subsequent backfilling of the assignment will not count towards the time considered for maximizing full-time duty assignments. However, part-time flexible employees are to be converted to full-time (pursuant to the Memorandum of Understanding regarding Maximization/Full-time Flexible), provided the work being performed to qualify for maximization is not being performed on an assignment(s) being withheld.

ARTICLE 12.5.B.5

EMPLOYEE NOTIFICATION

Affected regular work force employees are entitled to an advance notice of not less than 60 days, if possible, before making involuntary details or reassignments from one installation to another.

The language relative to the 60 day notice, "if possible," is not intended to be permissive, but is a requirement. If it is at all possible to provide 60 day notice, then management must do so. When the employee is provided the 60 day notification, the APWU local president will be notified.

RELOCATION EXPENSES

When involuntary reassignments are made, the affected employees are entitled to receive moving, mileage, per diem, and reimbursement for movement of household goods, as appropriate, if legally payable pursuant to Handbooks F-12 and F-15. For relocation expenses, an employee who volunteers to be excessed in lieu of a junior employee is treated the same as an involuntarily reassigned employee.

COMPARATIVE WORK HOUR REPORT

Once employees are involuntarily reassigned outside an installation, the union at the regional level may request from the area level, a comparative work hour report sixty days after the excessing. The report provides a listing of all work hours used on a daily basis in the affected craft for the period of thirty days before and thirty days after the reassignments. If the report does not indicate that conditions warranted the reassignments, the retreat rights of the affected employees shall be activated. If the retreat rights are denied, the employees have the right to initiate a grievance pursuant to Article 15.

IMPACT/WORK HOUR REPORT

The *Impact/Work Hour Report* is to be supplied to the union at the area/regional level. Whenever changes occur in the original *Impact/Work Hour Report*, the union at the area/regional level will be provided an updated *Impact/Work Hour Report*.

MINIMIZING IMPACT

In order to minimize the impact on employees, casuals working in the affected craft and installation will be separated to the extent possible prior to making involuntary reassignments. Also, to the extent possible, part-time flexible employee hours will be reduced. There is an obligation to separate casual workers if doing so would yield sufficient hours for a regular duty assignment: that is, eight hours within nine or ten hours, five days during a service week.

TRANSITIONAL EMPLOYEE ASSIGNMENTS

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 Employee assignment. Impacted career employees must be currently qualified to backfill these assignments.

LIGHT AND LIMITED DUTY EMPLOYEES

The following rules apply to the circumstances described below when excessing (from a section or craft/installation) pursuant to Article 12:

- 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 seniority. Whether an employee in the affected craft is recovering from either an on- or off-the-job injury would have no bearing on his/her being excessed.

- Other limited duty employees who are temporarily assigned to the craft undergoing excessing, will be returned to their respective crafts before excessing can occur.
- In accordance with the provisions of Article 13.4.C, the reassignment of a full-time regular or part-time flexible employee to a temporary or permanent light duty or other assignment shall not be made to the detriment of any full-time regular on a scheduled assignment or give a reassigned part-time flexible employee preference over other part-time flexible employees.
- No offer of reemployment or reassignment for limited duty employees can be made until all employees with retreat rights have had the opportunity to retreat in accordance with Article 12.5.A.4 and 12.5.A.5.

BASIC PRINCIPLES & REASSIGNMENTS

Article 12.5.A.4 should be applied when it is necessary to reassign full-time regular or part-time regular employees from one section to another section. The provisions of Article 12.5.A.5 should be applied when it is necessary to decrease the actual number of employees in the installation other than by attrition.

An employee entitled to specific placement pursuant to Article 12 may exercise such entitlement only if no other employee has a superior claim to the same position (such as by seniority or incumbency).

NO "BUMPING" CLAUSE

No employee shall be allowed to displace or bump another employee, properly holding a position or duty assignment, pursuant to Article 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 through the bidding procedure, and accept the duty assignment formerly held by the junior employee who was excessed out of the section and/or installation.

STEWARDS – SUPERSENIORITY

When it is proposed to reassign a steward a chief steward, the employee will not be involuntarily transferred to another tour, station, or branch of the particular post office, or to another independent post office or installation unless there is no job for which that employee is qualified on such tour, or in such station or branch, or post office.

Following excessing, stewards maintain this "superseniority" for the purpose of bidding on initial vacancies over excessed employees wishing to exercise their retreat rights.

MOTOR VEHICLE CRAFT

In the motor vehicle craft, excessing from a position designation is by length of full-time regular or part-time flexible service (service seniority) in the same installation (Article 39, Section 1.D).

MAINTENANCE CRAFT

Installation seniority governs identifying excess employees within an occupational group and level.

CLERK CRAFT

The term "occupational group" does not apply to the clerk craft.

BEST QUALIFIED

Incumbents in each best qualified position and salary level are considered a separate category for Article 12 excessing purposes.

ARTICLE 12.5.B.11***SURPLUS/EXCESS EMPLOYEES***

Surplus/excess employees from headquarters, area offices, non-mail processing and non-mail delivery installations 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. Except as provided for in Article 12.2, surplus/excess Postal Service employees from an APWU bargaining unit in any of the facilities cited in 12.5.B.11 shall begin a new period of seniority but will retain their full-time or part-time status.

DEFINITION OF 100 MILE RADIUS

The 100 mile criteria identified in Article 12, (e.g. 12.5.C.1.b, 12.5.C.1.d, 12.5.C.1.f, 12.5.C.5.b.(1), and 12.5.C.5.b.(1)(a)) is measured as the shortest actual driving distance between installations.

ARTICLE 12.C.5.1***DISCONTINUED INSTALLATION FULL-TIME REASSIGNMENTS***

Article 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 Article 12.5.C.1.(b) through 12.5.C.1.(g).

Article 12.5.C.1.b and 12.5.C.1.c provide for the involuntary reassignment of full-time employees in the following order:

- Reassign (with their seniority) to vacancies in the same or lower level in the same craft or occupational group to installations within 100 miles; then,
- If, after consultation with the affected union, it is determined necessary, vacancies in the same or lower level in the same craft or occupational group will be identified in installation beyond 100 miles; then,
- Reassign to residual vacancies in the same or lower level in other crafts or occupational groups in which the employees meet the minimum qualifications. Employees reassigned across craft lines begin a new period of seniority.

The seniority provisions provided for in Article 12.5.C.1.c.(1) and Article 12.5.C.1.c.(2) have no application to the above reassignment process.

When consulting with the union pursuant to Article 12.5.C.1.b and/or 12.5.C.1.d, a primary principle in effecting reassignments is to keep dislocation and inconvenience to employees in the regular workforce to a minimum, consistent with the needs of the Postal Service.

DISCONTINUED INSTALLATION PART-TIME REASSIGNMENTS

Article 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, in installations within 100 miles, (or in more distant installations if necessary), following consultation with the union at the regional level.

When the reassignment of all part-time flexible employees cannot be accomplished, 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. Such part-time flexible employees will be placed at the foot of the part-time flexible roll and begin a new period of seniority.

Full-time employees changed to part-time flexible status retain for six months placement rights to vacancies within 100 miles of the discontinued installation, or in more distant installations following consultation with the union at the regional level.

Article 12.5.C.1.(g) provides retreat rights should the discontinued installation be reestablished. Retreat rights are exercised based on seniority or prior standing on the part-time flexible roll, as appropriate.

ARTICLE 12.5.C.2

CONSOLIDATION OF INSTALLATIONS

Article 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.

When an independent installation is consolidated with another installation, bargaining unit employees are involuntarily assigned to the continuing installation. That means that the seniority lists and part-time flexible rolls are merged respectively. In the event that the installation continuing after consolidation has insufficient vacancies to accommodate all the reassigned employees Article 12.5.C.2 provides for involuntary reassignment from that installation. Since the involuntary reassignments are accomplished by the consolidated installation, the reassignments would be governed by Article 12.5.C.5.

Should the consolidated installation become independent again, retreat rights are exercised based on seniority or prior standing on the part-time flexible rolls as appropriate.

When facilities are consolidated, such action does not change the coverage of any existing Local Memorandum of Understanding (LMOU). Matters associated with an LMOU from a consolidated facility are addressed by the application of Article 30.F.

REMOTE ENCODING CENTERS (REC)

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.

REMOTE ENCODING CENTER CLOSING

Starting with the junior employee, impacted full-time data conversion operators may be involuntarily reassigned with their seniority, consistent with Article 12.5.C.5.b.(1), to residual duty assignments in the same, higher, or lower level in APWU crafts in installations within 100 miles of the losing installations, or in more distant installations if, after consultation with the union, it is determined that is necessary.

ARTICLE 12.5.C.3***TRANSFER OF CLASSIFIED STATION/BRANCH***

Article 12.5.C.3 provides for the transfer of a classified station or classified branch to the jurisdiction of another installation. When implementing this provision, the following steps should be taken:

- Full-time employees with bid assignments at the subject station or branch are given the option of retaining their bid assignment and seniority at the gaining installation or remaining in the losing installation as an unencumbered regular.
- 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.
- Should the posting under Article 12.5.C.3.b 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 12.5.C.4***LOCAL NOTIFICATION***

When it is proposed to reassign within an installation employees excess to the needs of a section, union notification shall be at the local level (as much as six months in advance when possible), pursuant to Article 12.5.B.4. The identification of assignments comprising a section is determined through the local implementation procedure (See Article 30.B.18). If no sections are established by local negotiations, the entire installation shall comprise the section.

REASSIGNMENTS WITHIN THE INSTALLATION/SECTIONS

Before involuntarily reassigning full-time employees from a section, the following must be completed:

- Identify the full-time duty assignments to be abolished; and

- Identify the junior full-time employees to be reassigned; and
- Identify the number of duty assignments occupied by the junior full-time employees that will remain following their reassignment. These duty assignments are to be posted for sectional bidding.
- Return any limited or light duty employees from other crafts who are temporarily assigned to the affected section to their respective crafts.
- Before excessing from a section, all full-time employees not holding a duty assignment must be assigned outside the section.

When making involuntary reassignments from a section, start with the junior full-time employee in the same craft or occupational group and in the same salary level regardless of whether the junior employees' duty assignment was abolished.

Junior full-time employees excessed from a section retain their seniority and are reassigned as unassigned full-time employees in the same craft or occupational group and in the same salary level. Duty assignments vacated by the reassigned junior employees are posted for bid to employees remaining in the section. If no bids are received, the unassigned employees remaining in the section is assigned to the vacancies.

Junior full-time employees who are reassigned outside the section as unassigned/unencumbered full-time employees must be assigned to a full-time schedule with either fixed or rotating non-scheduled days off, as determined by the Local Memorandum of Understanding. Unassigned/unencumbered full-time employees may bid on vacancies for which they are otherwise eligible to bid. Unassigned/unencumbered full-time employees who are unsuccessful in bidding may be assigned to residual vacancies.

Unassigned/unencumbered full-time employees temporarily assigned to a work area cannot use their seniority to the detriment of employees holding regular bid assignments in the work area.

Initial vacancies occurring within a section, in the same salary level from which excessed employees have active retreat rights, are posted for bid within the section for employees of the same salary level as the excessed employees. The resulting residual vacancies, if any, are 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 installation wide.

ARTICLE 12.5.C.5.a

MINIMUM QUALIFICATIONS

When reassigning employees to other crafts or occupational groups, the reassigned employees must meet the minimum qualifications.

In determining the entrance test element of minimum qualifications for clerk craft employees, the following provisions shall apply:

1. Employees must have successfully completed one year of service.
2. Employees fulfilling the above requirement will be deemed to have met the entrance requirement for positions requiring the ON-400, ON-440, ON-450, or the ON-710 examination as it relates to the automated mark-up and air records processor positions.
3. 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.

REASSIGNMENT ACROSS CRAFT LINES WITHIN THE INSTALLATION

If involuntarily reassigned across craft lines within the installation, the employee has no option and must be returned to the first available vacancy. If involuntarily reassigned outside the installation, including across craft lines, the employee can exercise his/her option to return to the vacancy.

When an opportunity arises for excessed employees to return to a vacancy in their former craft or installation, the order of return will be based on their seniority standing. If the employee does not meet the minimum qualifications for the vacancy, it will not be considered as an opportunity.

ARTICLE 12.5.C.5.b

REASSIGNMENTS OUTSIDE THE INSTALLATION

Article 12.5.C.5.b(1) provides for the involuntary reassignment of full-time employees by juniority to other installations to residual vacancies in the same or lower level in the APWU crafts.

Management designates the available residual vacancies and if a sufficient number is not identified within 100 miles of the losing installation, consultations with the affected union is required.

ARTICLE 12.5.C.5.b(3)

VOLUNTEERS IN LIEU OF EXCESSED EMPLOYEES

Article 12.5.C.5.b(3) permits senior maintenance employees in the same occupational group in the same installation to volunteer to be reassigned to the gaining installation and take the seniority of the senior employee subject to involuntary reassignment.

Employees who are voluntarily reassigned to another installation in the same craft in lieu of a junior employee subject to reassignment do not have retreat rights.

ARTICLE 12.5.C.5.b (4)

If more than one vacancy is available for the full-time employees subject to involuntary reassignment, the senior of those junior employees to be reassigned is given first choice.

ARTICLE 12.5.C.5.b(5)

Excess full-time employees have the option to revert to part-time flexible status in lieu of involuntary reassignment and such employee is placed on the part-time flexible roster in accordance with their seniority.

The employee who opted to change to part-time flexible would take all of their seniority with them and upon a later conversion to a full-time vacancy would be senior to any junior employee who returned to the installation as a result of exercising their retreat rights.

Should a sufficient number of full-time employees elect to change to part-time in lieu of involuntary reassignment, reducing the ratio of full-time to part-time below the 80/20 percent required pursuant to Article 7, Section 3, or otherwise results in overstaffing of the part-time flexible category, then management may in accordance with Article 12.5.C.8 accomplish the following.

- Identify sufficient part-time flexible vacancies to accommodate excess part-time flexibles as follows:
- Vacancies in other crafts within the installation.
- Vacancies in all crafts in other installations

The part-time flexible employees subject to involuntary reassignment may request to be reassigned to vacancies beginning with the vacancies in other crafts within the installation.

ARTICLE 12.5.C.5.b(6)

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.

RETREAT RIGHTS

To obtain retreat rights, an involuntarily reassigned employee must file a written request to be returned to the first available vacancy in the same salary level, in the craft or occupational group, in the installation from which reassigned. The retreat rights will be honored until the employee is returned, the request for retreat rights is withdrawn, or the employee declines an opportunity to return in accordance with the requested retreat rights. Employees who volunteered to be reassigned in lieu of junior employees subject to involuntary reassignment are not entitled to retreat rights (see Article 12.5.C.5.b.(3)).

In the clerk craft (Article 37, Section 2.D.5.c), an employee involuntarily reassigned is entitled, at the time of such reassignment, to file a written request for retreat rights. The request must indicate whether the employee desires to retreat to the same, lower, and/or higher level duty assignment and, if so, what salary level(s). The written request for retreat rights shall serve as a bid for all vacancies in the former installation

in the level from which reassigned, and for residual vacancies in the other levels for which the employee has expressed a desire to retreat. If vacancies are available in a specified lower, higher or same salary level, the employee will be given the option.

The employee may only retreat to those lower level duty assignments for which the employee would have been otherwise eligible to bid. Withdrawal of a bid or failure to qualify for a vacant or residual duty assignment terminates retreat rights to the level of the vacancy. An employee who voluntarily retreats to a lower level duty assignment is not entitled to salary protection.

Employees who have been excessed from an installation pursuant to Article 12 should be given an opportunity to retreat prior to converting a part-time flexible employee to full-time.

ARTICLE 12.5.C.6

REASSIGNMENTS TO CENTRALIZED INSTALLATIONS

When involuntary reassignments are made due to Centralizing Mail Processing and/or Delivery Installations, full-time clerks involuntarily reassigned are not eligible to bid for 180 days and the reassignment is treated as a detail for that period of time to avoid inequities at the gaining installation. The clock on the 180 day detail begins to run with the involuntary reassignment of the first full-time employee. (Article 12.5.C.6) (clerk craft only.)

During the 180 day detail period, all full-time duty assignments which were established prior to the centralization are posted for bid as they become vacant to the full-time employees who were assigned to the installation prior to the involuntary reassignment of the first full-time employee.

Article 12.5.C.6 provides that part-time flexible employees may be reassigned pursuant to Article 12.5.C.8.

All newly created and remaining clerk craft vacant duty assignments shall be posted for bid at the close of the detail period, and all full-time clerks then assigned to the centralized installation are eligible to bid.

When the centralized installation is a new installation, applications are solicited from full-time clerks at the losing installation(s), and the senior full-time clerks applying for reassignment will be reassigned with their seniority. Such reassignments will be made in the order of seniority from those full-time clerks submitting applications, up to the number of full-time clerks who have been identified as excess in the installation(s).

Should an insufficient number of full-time clerks apply from the losing installation(s) and the involuntarily reassignment of junior full-time clerks be required, such reassignments would be made pursuant to Article 12.5.C.5.

COMPUTER FORWARDING SYSTEM (CFS) CLERK REASSIGNMENT

Where the Postal Service decides to reassign CFS clerks from a CFS unit, the appropriate provisions of Article 12 and the following will apply:

1. If a determination is made to reassign CFS clerks out of a section, to other crafts, and/or installations, the Area will begin withholding residual vacancies or part-time flexible vacancies, as appropriate, in the same and lower levels within an area, as determined by management, up to the number of career impacted CFS employees.

In addition, the area will also begin withholding residual vacancies or part-time flexible vacancies in higher levels in APWU represented crafts, as appropriate, up to the number of career impacted CFS employees.

2. For the purposes of this agreement, the Test 470 (Battery Exam) requirement is waived for CFS clerks for reassignments or bidding/opting. Employees opting for an assignment must meet the other minimum requirements of the duty assignment.
3. Veteran's preference eligible CFS employees will be given priority placement into same and higher level duty assignments and will not be reassigned to a lower level. If there is no same or higher level duty assignment(s) available, the veteran's preference eligible employee(s) will be bypassed and the next senior non-preference eligible employee will be excessed in lieu of the preference eligible.
4. Beginning with local notification that CFS employees will be excessed, if a non-preference eligible CFS employee opts or bids to a lower level duty assignment, he/she will receive saved grade protection in accordance with the following:
 - Employees who receive saved grade under this procedure will not be required to bid or apply for vacancies in their former wage level for a period of two years from the time they occupy the lower level duty assignment.
 - After the two-year period, employees will be expected to bid or apply to former level duty assignments for which they are qualified or may become qualified by entering a scheme deferment period.
 - If no employee in the saved grade status bids or applies to the former level duty assignments, the junior employee(s) in the saved grade status will have their saved grade taken away.
 - An employee in saved grade status who bids or applies for a former wage level duty assignment and is declared the senior bidder but fails to qualify will lose saved grade protection. No more than one employee in the saved grade status group will have saved grade taken away for each former level duty assignment posted.

ARTICLE 12.5.C.7***MOTOR VEHICLE CRAFT***

Article 12.5.C.7 provides that when a vehicle maintenance facility is established to replace an auxiliary garage, the newly created full-time duty assignments and part-time positions in the new vehicle maintenance facility (VMF) shall be posted for application to full-time and part-time flexible employees, respectively, in the losing installation. The senior qualified applicants shall be reassigned with their seniority, up to the number of employees identified as excess in the losing installation.

When a VMF is established to replace vehicle maintenance in a perimeter office, the newly created full-time duty assignments and part-time flexible positions in the new facility shall be posted for application to the full-time and part-time flexible employees, respectively, in the losing installation. The senior qualified applicants shall be reassigned with their seniority, up to the number identified as excess in the losing installation.

When vehicle operations are changed by transfer from one installation to another, the newly created full-time duty assignments and part-time flexible positions in the gaining installation shall be posted for applications in the losing installation by full-time and part-time employees in the craft, respectively. The senior qualified applicants shall be reassigned with their seniority, up to the number identified as excess from the losing installation.

Bidding performed under Article 39.2.A.6 and Article 39.2.A.7 is not counted as a successful bid under Article 12.3.A.

Exceptions to the reassignments of motor vehicle craft employees by juniority are provided for in Article 12.5.C.5.b(1)(a), 12.5.C.5.b(3), and 12.5.C.5.b(5).

Involuntarily reassigned motor vehicle craft employees may volunteer and shall be reassigned to any vacant motor vehicle position for which they are qualified. When reassignment is to the same occupational group, they would retain their seniority.

WITHHOLDING OF RESIDUAL MVS VACANCIES

There must be an impacted employee who is qualified for the residual vacancy, before a residual vacancy can be withheld in the motor vehicle craft.

ARTICLE 12.5.C.8***PART-TIME FLEXIBLE REASSIGNMENTS***

The term "quota" comes from the previous staffing practice calling for one substitute for each five regulars. The reference to quota no longer applies and has not since Postal Reorganization.

Part-time flexible employees may, at their option, be involuntarily reassigned to the part-time flexible rolls in the same or another craft in another installation, or to another craft in the same installation. While the negotiated language contains the phrase "at their option," the option is to where they select available vacancies.

When reassigned across craft lines in the same or another installation, part-time flexible employees are placed at the foot of the gaining part-time flexible roll and begin a new period of seniority.

When reassigned to the same craft in another installation, upon conversion to full-time, the employee will be credited with seniority from the losing installation augmented by seniority from the gaining installation.

A part-time flexible employee who is reassigned to a vacancy in another craft within the installation must be returned to the first available part-time flexible vacancy within the craft and level from which reassigned.

CLERK CRAFT

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 part-time flexible roll and begin a new period of seniority effective the date of reassignment.

When reassigned in the same craft to another installation, 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.

Senior part-time flexible employees who elect to be reassigned to the gaining installation will be placed at the bottom of the 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.

RETREAT RIGHTS – PART-TIME FLEXIBLE

Part-time flexible employees who were involuntarily reassigned to vacancies in other installations have retreat rights in order of their standing on the part-time flexible roll when reassigned. Part-time flexible employees who volunteered for reassignment in lieu of part-time flexible employees who were subject to involuntary reassignment are not entitled to retreat rights.

To be entitled to retreat rights, affected employees must make a written request at the time of reassignment from the losing installation. Retreat rights must be honored unless withdrawn or the employee declines an opportunity to return.

ARTICLE 12.5.D

PART-TIME REGULARS

Part-time regular employees are in a separate category for the purposes of applying Article 12.5. They can be involuntarily reassigned, if necessary, using the provisions of Article 12.5.C.1 through 12.5.C.8, as appropriate.

ARTICLE 12.6***TRANSFERS***

The parties agree that the following procedures will be followed when career Postal employees request reassignment from one postal installation to another.

REASSIGNMENTS (TRANSFERS)

The following rules apply to employees who request a voluntary transfer:

A. Installation heads may continue to fill authorized vacancies first through promotion, internal reassignment and change to lower level, transfer from other agencies, reinstatements, etc., consistent with existing regulations and applicable provisions of the National Agreement.

B. Installation heads will afford full consideration to all reassignment requests from employees in other geographical areas within the Postal Service. The requests will be considered in the order received consistent with the vacancies being filled and type of positions requested.

Such requests from qualified employees, consistent with the provisions of this memorandum, will not be unreasonably denied. Local economic and unemployment conditions, as well as EEO factors, are valid concerns.

When hiring from entrance registers is justified based on these local conditions, an attempt should be made to fill vacancies from both sources.

Except in the most unusual of circumstances, if there are sufficient qualified applicants for reassignment at least one out of every four vacancies will be filled by granting requests for reassignment in all offices of 100 or more man-years if sufficient requests from qualified applicants have been received. In offices of less than 100 man-years a cumulative ratio of 1 out of 6 for the duration of the National Agreement will apply.

C. Districts will maintain a record of the requests for reassignment received in the offices within their area of responsibility. This record may be reviewed by the union on an annual basis upon request.

Additionally, on a semiannual basis local unions may request information necessary to determine if a 1 out of 4 ratio is being met between reassignments and hires from the entrance registers in all offices of 100 or more man-years.

D. Managers will give full consideration to the work, attendance, and safety records of all employees who are considered for reassignment. An employee must have an acceptable work, attendance, and safety record and meet the minimum qualifications for all positions to which they request reassignment.

Both the gaining and losing installation head must be fair in their evaluations. Evaluations must be valid and to the point, with unsatisfactory work records accurately documented.

1. For reassignments within the geographical area covered by a district or to the geographical area covered by adjacent districts, the following applies:

An employee must have at least eighteen months of service in their present installation prior to requesting reassignment to another installation.

Employees reassigned to installations under the provisions of this memorandum must remain in the new installation for a period of eighteen months, unless released by the installation head earlier, before being eligible to be considered for reassignment again, with the following exceptions: 1.) in the case of an employee who requests to return to the installation where he/she previously worked; 2.) where an employee can substantially increase the number of hours (eight or more hours per week) by transferring to another installation and the employee meets the other criteria, in which case the lock-in period will be twelve months.

Employees serving under craft lock-in periods per the provisions of the National Agreement must satisfy those lock-ins prior to being reassigned to other installations. These transfers are included in the 1 out of 4 ratio.

2. For all other reassignments, the following applies: An employee must have at least one-year of service in their present installation prior to requesting reassignment to another installation.

Employees reassigned to installations under the provisions of this memorandum must remain in the new installation for a period of one year, unless released by the installation head earlier, before being eligible to be considered for reassignment again, except in the case of an employee who requests to return to the installation where he/she previously worked.

Employees serving under craft lock-in periods per the provisions of the National Agreement must satisfy the lock-in prior to being reassigned to another installation.

- E. Installation heads in the gaining installation will contact the installation head of the losing installation and arrange for mutually agreeable reassignment and reporting dates. A minimum of thirty days notice to the losing office will be afforded. Except in the event of unusual circumstances at the losing installations, reasonable time will be provided to allow the installation time to fill vacancies, however, this time should not exceed ninety days.
- F. Reassignments granted to a position in the same grade will be at the same grade and step. Step increase anniversaries will be maintained. Where voluntary reassignments are to a position at a lower level, employees will be assigned to the step in the lower grade consistent with Part 420 of the Employee and Labor Relations Manual.
- G. Employees reassigned under these provisions will be reassigned consistent with the provisions of the appropriate craft article contained in the National Agreement. Employees will not be reassigned to full-time regular positions to the detriment of

career part-time flexible employees who are available for conversion at the gaining installation. Seniority for employees transferred per this memorandum will be established consistent with the provisions of the National Agreement.

- H. Relocation expenses will not be paid by the Postal Service incident to voluntary reassignment. Such expenses, as well as any resulting interview expenses, must be borne by employees.
- I. Under no circumstances will employees be requested or required to resign, and then be reinstated in order to circumvent these pay provisions, or to provide for an additional probationary period.

ARTICLE 32 SUBCONTRACTING

ARTICLE 32.1

SUBCONTRACTING

Article 32.1.A sets forth the criteria to be considered in evaluating the need to subcontract. The Postal Service is required to give due consideration to public interest, cost, efficiency, availability of equipment, and qualification of employees when evaluating the need to subcontract. Also, when subcontracting is being considered which will have a "significant impact" on bargaining unit work, the Postal Service is required to give advance notice to the APWU at the national level.

In those qualifying circumstances in which the impact is significant, the union will have the opportunity to meet at the national level during the development of the initial Comparative Analysis. The union may include a statement of views on costs and other factors and proposals to avoid subcontracting and/or to minimize the impact of any subcontracting. The final decision on whether to subcontract cannot be made until after this meeting.

ARTICLE 32.2

MOTOR VEHICLE

Article 32.2.A sets forth factors to be considered when selecting the mode for the highway transportation of mail.

Article 32.2.B provides the time frame for furnishing the union the information listed in Section 2.C, the exchange of basic cost analysis and holding a meeting between the parties should the union request one. When the union requests a meeting, the contract cannot be awarded until after the meeting.

For highway contracts covered by Article 32.2, the information listed in Article 32.2.C must be timely furnished to the union pursuant to Article 32.2.B. Should there subsequently be substantive modifications in the information provided the union in Section C, the union will be notified as soon as such decision is made. (Section D)

COST COMPARISION

Article 32.2.E outlines the factors to be used in any cost comparisons of the type of transportation mode to be selected.

For all routes for which the union submitted a cost comparison, if a contract is awarded, the union will be furnished the cost of such contract. (Section 2.F)

The provisions of Article 32.2 apply when evaluating the type of service to be provided for routes covered by Article 32.2.G.

Article 32.2.G provides that information will be furnished for all routes covered by this section subject to renewal, extension, conversion of existing postal vehicle service to highway contract service or new highway contract service, subject to the limitations stated therein.