

## Article 12 Questions and Answers APWU/USPS

The Article 12 Questions and Answers, dated May 18, 2005, are provided as a resource for the local administration of the National Agreement. Jointly prepared by the APWU and the Postal Service, these Questions and Answers provide a mutually agreed explanation on how to apply Article 12 of the contract to excessing issues.

If a dispute arises, the local parties should use the Article 12 Q & A's in conjunction with the APWU/USPS Joint Contract Interpretation Manual (JCIM) to determine if the issue is addressed and resolve the dispute in accordance with the JCIM and the Q & A's.

The Article 12 Q & A's will be updated with additional material as necessary. We encourage you to use the Article 12 Questions and Answers in conjunction with the JCIM to foster more professional working relationships.



Anthony J. Vegliante  
Chief Human Resources Officer  
and Executive Vice President  
U.S. Postal Service



William Burrus  
President  
American Postal Workers  
Union, AFL-CIO

May 18, 2005

U.S. Postal Service – American Postal Workers Union, AFL-CIO  
Questions and Answers  
Concerning Article 12 Excessing  
May 18, 2005

Q1. How are employees identified for excessing?

A1. Clerk craft employees holding senior qualified duty assignments are identified for excessing based on their craft, pay level, and seniority. Employees holding best qualified duty assignments are identified for excessing based on their seniority in their best qualified position title.

Maintenance craft employees are identified for excessing based on their installation seniority and occupation group. Motor Vehicle craft employees are identified for excessing by their craft seniority and position designation. Please check the appropriate collective bargaining agreement for information on excessing of other crafts represented by the APWU.

Q2. May only full-time regular employees be excessed?

A2. No. Part-time regular and part time flexible employees may also be excessed in their separate categories.

Q3. What happens to employees who do not occupy a duty assignment in a section (e.g. unencumbered/unassigned, light/limited duty same/other crafts who were placed in the section), when excessing from a section?

A3. They will be removed from that section prior to excessing of employees who occupy duty assignments in the section.

Q4. Is an employee's light or limited duty status considered in excessing situations?

A4. No. An employee in a light/limited duty status will be excessed in the same way that employees in a full duty status are excessed, based on the pay level of the duty assignment that they hold and their seniority. They will receive reasonable accommodation if necessary in their new duty assignment/installation.

Q5. An employee is receiving saved grade after being excessed into a lower pay level duty assignment. Which pay level does the employee occupy for future excessing?

A5. The level of the employee's present duty assignment as indicated on the employee's PS Form 50.

Q6. Is the Postal Service required to minimize impact on regular work force employees prior to excessing?

A6. Yes. In order to minimize the impact on employees, to the extent possible, all casuals working in the affected craft and installation will be separated prior to making involuntary reassignments. Also, to the extent possible, part-time flexible employee work hours will be reduced. There is an obligation to separate casual workers if doing so would yield sufficient hours to establish a regular full time duty assignment: that is eight hours within nine or ten hours, the same five days during a service week.

Q7. Does attrition in the impacted work location reduce the impact?

A7. The Postal Service will count attrition in the impacted work location, if it occurs in the identified wage level after the notice of excessing is provided to the union.

Q8. Will the Postal Service provide advance notice to the impacted employees prior to excessing?

A8. Yes. When excessing employees from the section and/or craft within the installation, the Postal Service will provide reasonable notice at the local level. When excessing outside of the installation, the Postal Service will provide the impacted employees with a minimum of 60 days notice, if possible.

Q9. What notice will the Postal Service provide to the Union?

A9. The Union will receive six (6) months advance notice when possible. For automation based excessing the union will receive a minimum of ninety (90) days advance notice.

Q10. How are placement opportunities for impacted employees identified?

A10. The Postal Service will provide the APWU Regional Coordinator with a notice of intent to withhold residual vacancies in which to place impacted employees. A residual vacancy is a duty assignment that goes unbid, and remains after assignment of unencumbered employees and activation of retreat rights. In the Clerk Craft, when a duty assignment is identified as residual, the local manager will give the local union president a written notice that the duty assignment is being withheld pursuant to Article 12.

Q11. How many duty assignments will be withheld?

A11. A sufficient number of residual duty assignments will be withheld to place impacted employees. Maintenance and Motor Vehicle craft residual vacancies in wage level PS-3 and below may be withheld if necessary. Maintenance and Motor Vehicle craft residual duty assignments PS-4 and above will only be withheld if an identified impacted employee meets the minimum qualifications for that withheld duty assignment.

Q12. How will the Postal Service determine which impacted employee is placed in a withheld residual duty assignment?

A12. Impacted employees will use their seniority to select a withheld duty assignment for which they meet the minimum qualification(s). Minimum qualifications are usually the requisite entrance examination, a driving license (including a Commercial Driving License-CDL where necessary), an experience requirement, or a demonstration of a skill (e.g. typing). Please check the qualification standards to determine the minimum qualifications for a particular position.

Q13. If employees are being excessed from more than one installation within a close geographic area at the same time, which employees will select first from the listing of withheld duty assignments?

A13. Area management and the APWU Regional Coordinator will meet and determine the appropriate method to be used for selection from the list.

Q14. Can an impacted employee be placed in a withheld duty assignment in a higher pay level?

A14. An impacted employee may be placed in a withheld duty assignment in the same or lower pay levels. An APWU represented employee impacted by a REC closing or by CFS changes may be placed in a higher pay level withheld duty assignment in APWU represented crafts.

Q15. What is the pay level for placement of an impacted employee receiving saved grade (clerk craft only)?

A15. The pay level for placement is the pay level the employee is presently being paid. That is the saved grade pay level. For example, a Mail Processing clerk PS-5 receiving saved grade PS-6, may be placed in withheld duty assignments from PS-6 and its equivalent or lower (clerk craft only).

Q16. Can an employee volunteer to replace an impacted employee?

A16. Senior non-impacted employees in the same wage level, craft, status (FTR-PTTR-PTF) and installation may elect to take the place of a junior impacted employee and be excessed. In the clerk craft these volunteers will retain their seniority and status however they will not receive retreat rights and will be unable to exercise their seniority for bidding purposes for 180 days in the gaining office. In the maintenance craft the volunteer will take the seniority of the impacted employee that they replace. In the motor vehicle craft the volunteers will take their own seniority in the same wage level and position description.

Q17. Can an impacted full time regular employee decide to remain in the installation by voluntarily converting to PTF status?

A17. Yes. Each impacted FTR may decide to remain in the installation as a PTF and will retain their craft seniority. If they do this there is no increase in the overall PTF work hours available for the PTF pool, in fact there will be a reduction due to Article 12 prerequisites. Additionally, a FTR who voluntarily converts to PTF status will not have retreat rights. This opportunity does not apply to the maintenance craft at this time where PTF positions do not exist as of April 6, 2005.

Q18. Do PTF hours worked in withheld duty assignments count toward maximization?

A18. No. However, PTF's must be working in withheld positions for their hours to be excluded from the terms of the maximization MOU.

Q19. May the Postal Service withhold PTF vacancies?

A19. Yes. Article 12 allows the Postal Service to withhold PTF vacancies when excessing PTF's or when closing an independent installation.

Q20. When an employee is excessed into a different craft within the same installation does that employee receive retreat rights?

A20. No. That employee must return to their former craft upon the first available residual vacancy. If the first available residual vacancy is in a lower wage level, the returning employee will receive saved grade.

Q21. If an employee is excessed into a different craft in a new installation do they have to return to their former craft upon the first available vacancy?

A21. No. Employees excessed into a different craft outside of the installation have retreat rights and may return, but are not required to return, to their former craft and former installation.

Q22. What does the term installation mean?

A22. An installation is the composite of the work areas and/or facilities in which employees may use seniority to bid. An installation may be made up of a post office, P&DC, BMC, stations and branches, etc..

Q23. What will be the seniority of an impacted employee excessed into a different craft?

A23. The contract of the gaining craft/union will determine the employee's seniority.

Q24. May a senior non-impacted employee volunteer for placement in withheld duty assignments outside of their craft?

A24. Involuntary cross craft reassignments within the installation are not available for senior non-impacted volunteers. Senior non-impacted employees may volunteer for placement in withheld duty assignments outside their craft and outside of the installation within the same wage level and status (FTR,PTR,PTF).

Q25. What happens to vacant duty assignments once the Postal Service has withheld a sufficient number of residual vacancies to place impacted employees?

A25. The Postal Service will not withhold more residual duty assignments than are necessary to place all impacted employees. The Postal Service may substitute residual duty assignments to the withheld pool that are closer to the impacted office, or residual duty assignments within the same craft. The Postal Service will release residual withheld duty assignments not needed. These withheld duty assignments will be released for PTR bidding, PTF preference, or transfers where applicable.

Q26. How will non-impacted employees become aware of the opportunity to replace an impacted employee?

A26. The Postal Service will post a notice on official bulletin boards. The notification will include a listing of the withheld duty assignments.

Q27. How far can an impacted employee be excessed?

A27. The Postal Service will attempt to place impacted employees as close to their present work location as possible, but the impacted employee will be placed as far as necessary to find a residual withheld vacancy.

Q28. Who is eligible for relocation benefits?

A28. An impacted employee, or a volunteer in place of an impacted employee, may be eligible for relocation benefits as indicated in Publication 164 if “your new position meets the 50-mile rule as defined by IRS regulations”. Employees should check with their personnel office to determine eligibility.

Q29. If excessing from a section occurs while a clerk is serving a bidding restriction, is the bidding restriction waived for purposes of the in-section bidding pursuant to Article 12.5.C.4.c?

A29. The employee would not be subject to the bidding restriction as such in-section bidding is controlled by Article 12, not Article 37.