

Mr. Steven G. Raymer  
Director, Maintenance Division  
American Postal Workers Union, AFL-CIO  
1300 L Street, NW  
Washington, DC 20005-4128

RE: Q10C-4Q-C 14317802  
APWU #: HQTT20140774  
Washington, DC 20260-9998

Dear Mr. Raymer:

Recently, we met to discuss the above captioned dispute at the Step 4 level of the grievance-arbitration procedure. Time limits were extended by mutual agreement.

This resolution concerns the above-numbered Step 4 dispute initiated by the USPS on October 14, 2014 after accepting referral to headquarters of regional case C10T-4C-C 13314068. Specifically, the issue herein involves whether management is required to cease excessing under Article 12 when a junior veteran preference eligible employee cannot be placed in a residual vacancy of the same level.

The parties agree that when excessing employees under the provisions of Article 12 is implemented at an installation(s), the following will apply specifically to Veteran Preference Eligible Maintenance Craft employees who cannot otherwise be placed in accordance with Article 12:

1. Potentially impacted employees will be advised in their individual notification letter(s) of their entitlement as a Veteran Preference Eligible. This identification will be shared with the appropriate Regional APWU representative.
2. During the placement process when all employees select from available residual vacancies according to seniority and as per Article 12, a Veteran Preference Eligible Maintenance Craft employee may select available residual vacancies, as follows:
  - a. In accordance with their installation seniority standing, any withheld residual duty assignment within the area under withholding for their excessing event in their present position designation and pay level (*e.g.*, *ET-10 to ET-10*).
  - b. If a Veteran Preference Eligible Maintenance Craft employee fails to select a residual duty assignment described in paragraph 2.a. immediately above, or if such residual duty assignment is not available within the withholding area, the employee must be assigned by the Postal Service to a residual duty assignment in their same position designation and pay level, which is nearest the employee's current residence. This assignment may be to a residual duty assignment outside the withholding area and which is not under withholding. The residual duty assignment may be located in an installation beyond the 50-mile excessing mileage limitation otherwise agreed to by the national headquarters parties. In assigning a Veteran Preference Eligible Maintenance Craft employee by the Postal Service under this provision, this must be done so as to not cause any delay with the Article 12 procedures and notifications to the Union and the employees.
  - c. There shall be no exception at the local level to assigning Veteran Preference Eligible Maintenance Craft employees as described in Item 2.b. above. Any

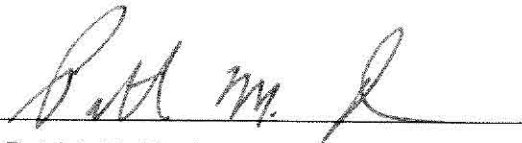
consideration to make an exception must be forwarded immediately to the attention of Postal Service Headquarters Labor Relations and the APWU for discussion at the National Level. The parties will discuss the request of an exception as soon as practicable. Unless the parties mutually agree with the exception within 5 days of receipt of the request, the employee must be assigned to the residual duty assignment and a 60-day notice of the awarded assignment given to the employee.

3. At any time during the Article 12 duty assignment selection process, including after notice of assignment to a residual duty assignment under 2.b. above, a Veteran Preference Eligible Maintenance Craft employee may choose to select a residual vacancy in a lower pay level, if that duty assignment is available, from the withheld residual vacancies in 2.a. above. This option of choosing a duty assignment in a lower pay level (by seniority) is allowed prior to the employee's 30 day notice under Article 12 and when the Veteran Preference Eligible Maintenance Craft employee voluntarily agrees to waive his/her appeal rights before the Merit Systems Protection Board and the grievance process set forth in the National Agreement regarding assignment to lower level as a Preference Eligible Veteran. Nothing in this agreement, including any waiver by the employee, alters or impacts any other rights, benefits or entitlements provided by the CBA (e.g. seniority, saved grade, relocation, retreat rights, etc.).
4. It is understood and agreed to by the parties that the above provisions shall also apply to any Veteran Preference Eligible Maintenance Craft employee(s) who was/were identified as impacted but who has/have not been placed previously into (a) residual duty assignment(s). Any reassignments and employee moves resulting from the application of this agreement to those who have not been previously placed will be placed on the next available quarterly move date in accordance with Articles 12.5.B.

Regional cases held pending this dispute, including C10T-4C-C 13314068, shall be released and processed in accordance with Article 15 and the provisions of this settlement including that no further monetary remedy is due based solely upon the violation of failing to properly excess under Article 12.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement.

Sincerely,



Patrick M. Devine  
Manager  
Contract Administration (APWU)  
United States Postal Service



Steven G. Raymer  
Director  
Maintenance Division  
American Postal Workers Union, AFL-  
CIO

Date: September 28, 2015