

**Memorandum of Agreement  
Between The  
United States Postal Service  
And The  
American Postal Workers Union, AFL-CIO**

**Re: Excessing Outside of the Local Commuting Area (50 mile radius)**

In order to facilitate the voluntary early retirement process for employees covered by the December 17, 2003 Memorandum of Agreement Re: Voluntary Early Retirement (2004 VER), the parties agree that the Memorandum of Understanding Re: Excessing shall not preclude the excessing of an employee outside the employee's local commuting area (50 mile radius) when the excessing is necessary to fill a residual position that is vacant due to the voluntary early retirement of an employee. The excessing of an employee beyond 50 miles pursuant to this agreement shall be permitted only to fill a residual vacancy created by 2004 VER (one to one) that cannot be filled from within the installation or commuting area.

The requirements of Article 12 continue to apply to excessing covered by this Memorandum. This includes the application of Article 12.5.C.5.b.(3), or other applicable craft provision, relating to volunteers taking the place of employees subject to involuntary assignment. Such volunteers have their seniority established by these provisions, and relocation benefits for such volunteers are the same as they would be for the employees subject to involuntary reassignment.



Anthony J. Vegliante  
Vice President  
Labor Relations  
United States Postal Service



William Burrus  
President  
American Postal Workers Union,  
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Date: December 19, 2003