



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

April 17, 2009

William Burrus
President
(202) 842-4246

John Dockins, Manager
Contract Administration/APWU
United States Postal Service
475 L'Enfant Plaza SW
Washington, DC 20260

Dear Mr. Dockins:

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Coordinator, Southern Region

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Coordinator, Western Region

We discussed this date the application and interpretation of the "Layoff Protection" Memorandum appearing on page 286 of the APWU 2006-2010 Collective Bargaining Agreement. The issue is the definition of the word "employee" as included in the Memorandum.

It is the position of the union that employee is defined as one who was employed in the APWU bargaining unit on November 20, 2006; continues employment until lay off procedures are implemented for non protected employees or who achieves the required six years of employment for lifetime protection. This definition of employee is unaffected by the change of assignment or craft so if prior to the expiration of the 2006 national agreement, a protected employee is reassigned to a craft that is not protected by the provisions, such employee would continue the protection of the Memorandum.

As you are aware, "protected" status, temporary or permanent, is unaffected by the reassignment of employees from one bargaining unit or craft to another.

A contrary interpretation would result in an employee who was employed within a craft that did not negotiate a Layoff Protection Memorandum achieving such protection by virtue of his/her transfer to the APWU craft during the term of the 2006 national agreement.

Due to excessing and reassignments, many junior APWU represented employees have been reassigned outside the APWU crafts. In the event that lay off is necessary it will be essential that we identify covered and non covered employees.

Please respond with your interpretation of the referenced provision that the union can take appropriate action.

Sincerely,
William Burrus

William Burrus
President

cc: Regional Coordinators
Craft Directors
Industrial Relations

WB:RB:hjp/opeiu#2/afl-cio

