LABOR RELATIONS

UNITED STATES
POSTAL SERVICE

September 24, 1997

Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

Dear Mr. Burrus:

This letter is in response to your August 27 correspondence claiming that the Allegheny Area has taken the position that even if an excessing is the result of automation, if the realignment of employees is identified in a Function Four Analysis, the union is not entitled to an impact statement.

In investigating this matter, it was found that your assertion of the Allegheny Area's position is incorrect. The Allegheny Area understands the obligations of the Postal Service as it relates to the September 20, 1989, agreement reached between the parties and the differentiation of an unrelated Function Four review.

That 1989 Memorandum of Understanding (MOU) addresses notification requirements to APWU regional level representatives only in those instances when an automation and mechanization change is being implemented that directly impacts the bargaining unit. It also requires the Postal Service to provide the impacts in the form of the Manpower Impact Reports outlined in the attachment to the agreement.

However, if a Function Four review is not a direct result of an automation implementation impact, which was the case in the Allegheny Area, then it is not necessary to provide a 90 day or 6 month notification or impact statements. The Allegheny Area has communicated this distinction to both APWU Regional representatives on several occasions.

If there are any further questions concerning this matter, please do not hesitate to contact Peter A. Sgro of my staff at (202) 268-3824.

Sincerely,

Samuel M. Pulcrano
Manager
Contract Administration APWU/NPMHU

475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100

UNITED STATES POSTAL SERVICE
ROOM 9014
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100
TEL (202) 268-3816
FAX (202) 268-3074

SHERRY A. CAGNOLI
ASSISTANT POSTMASTER GENERAL
LABOR RELATIONS DEPARTMENT

September 18, 1991

Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

Dear Bill:

This letter is in further regard to your correspondence of July 25, requesting the position of the Postal Service when vacancies are witheld under Article 12 in anticipation of excessing.

The position of the Postal Service concerning the general number of anticipated excessed positions and the number withheld remains consistent with the intent of the Memorandum of Understanding regarding Article 7, Section 3.A., dated September 20, 1989. Such withholding must be based on valid complement projections.

If there are any questions concerning this matter, please contact Stan Urban of my staff at 268-3823.

Sincerely,

Sherry A. Cagnoli

OFFICIAL OLYMPIC SPONSOR
36 USC 380

American Postal Workers Union, AFL-CIO
1300 L Street, NW, Washington, DC 20005

July 25, 1991

William Burrus
Executive Vice President
(202) 842-4246

Dear Ms. Cagnoli:

Article 12 provides for the employer's right to withhold vacancies for anticipated excessing to accomodate displaced employees. When applied correctly these provisions permit the orderly transfer of employees. Division managers, however are using these provisions as a shield to proper planning. Positions are being withheld Division-wide without the establishment of a relationship between positions withheld and the anticipated excessing.

The Union interprets the provisions of Article 12 as requiring a relationship between positions withheld and a general number of anticipated excessed positions. The time frame of such withholding must be consistent with positions identified as excessed to an installation on prepared impact statements provided to the Union.

As we enter this phase of major dislocation of employees due to automation deployment, it is essential that contractual provisions are uniformly applied.

Please respond at your earliest convenience in order that the parties may clarify their agreement or disagreement on these issues.

Sincerely,

William Burrus
Executive Vice President

National Executive Board
Moe Biller
President
William Burrus
Executive Vice President
Douglas C. Holbrook
Secretary-Treasurer
Thomas A. Neill
Industrial Relations Director
Kenneth D. Wilson
Director, Clerk Division
Thomas K. Freeman, Jr.
Director, Maintenance Division
Donald A. Ross
Director, MVS Division
George N. McKethen
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Director, Mail Handler Division

Regional Coordinators
James P. Williams
Central Region
Philip C. Flemming, Jr.
Eastern Region
Elizabeth "Liz" Powell
Northeast Region
Archie Salisbury
Southern Region
Raydell R. Moore
Western Region

Sherry A. Cagnoli
Asst. Postmaster General
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

WB:rb

UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

OCT 04 1989

RECEIVED
OCT 6 1989
OFFICE OF
EXECUTIVE VICE PRESIDENT

Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
1300 L Street, NW
Washington, DC 20005-4128

Dear Mr. Burrus:

Enclosed are the Memorandums of Understanding regarding Article 7, Section 3.A, Employee Complements; and Article 12, Principles of Seniority, Posting and Reassignments, for your files.

If you have any questions, please contact me at 268-3811.

Sincerely,

Anthony J. Vegliante
General Manager
Programs and Policies Division
Office of Contract
Administration

Enclosures

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO

RE: Article 7, Section 3.A.

The parties will meet at the regional level, as much as 6 months whenever possible, to identify the time period, general number of full-time vacancies, geographic area and craft, which will be withheld/reverted and applied to Article 7, Section 3.A (90/10 provisions).

The Union will be notified, at the regional level, of the exact numbers to be withheld, no less than 90 days prior to the involuntary reassignment of employees.

U.S. Postal Service

American Postal Workers Union, AFL-CIO

9-20-89
(Date)

9-20-89
(Date)

Attachment

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

UNITED STATES POSTAL SERVICE

AND THE

AMERICAN POSTAL WORKERS UNION, AFL-CIO

RE: Article 12

The following provisions are mutually agreed to by the parties so that the primary principle of reassignment, "the dislocation and inconvenience to employees in the regular workforce shall be kept to a minimum, consistent with the needs of the service."

The union, at the regional level, will be given notice when technological and mechanization changes impact the bargaining unit, no less than 90 days, but as much as 6 months whenever possible. This notice shall be in the form of the Manpower Impact Report (copy attached).

Any involuntary reassignments outside the installation will require a local 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 principle(s) of Article 12 (reassignment) are met.

The first local labor management meeting must be held no later than 90 days prior to the involuntary reassignment of employees.

Anthony J. Vegliante
U.S. Postal Service

9-20-89
(Date)

William Burrus
American Postal Workers Union, AFL-CIO

9-20-89
(Date)

Attachment

LR420:AJVegliante:jda:20260-4127

Impact/Work Hour Report

Regional Managers,
Labor Relations

The enclosed impact/work hour report is to be supplied to the unions, at the regional level, in accordance with the enclosed memorandum. This report takes the place of the automation site impact statement.

Whenever changes occur in the original impact/work hour report, the union, at the regional level, will be provided an updated impact/work hour report. The provisions of the (date) memorandum will apply to the updated impact/work hour report.

Anthony J. Vegliante
General Manager
Programs and Policies Division
Labor Relations Department

Enclosures

IMPACT/WORKHOUR REPORT

A	B	C	D
AFFECTED/ZONE ASSOCIATE OFFICE	CURRENT (WK HRS)	PROPOSED (WK HRS)	DAILY SAVINGS (WK HRS)

* B = CURRENT PRODUCTIVITY RATE (MPLSM OR MANUAL)
* B = 8,000 + ADDITIONAL MLOCR COST AS APPLICABLE

SITE IMPACT REPORT
MANPOWER IMPACT

1. OVERTIME

   a. Current mail overtime rate per accounting period. _____

   b. Current mail processing overtime hours per accounting period: _____

   c. Planned reduction in overtime hours per accounting period: _____

      - in manual operations: _____

   d. Proposed mail processing overtime hours after installation: _____

   e. Proposed overtime rate in mail processing per accounting period after installation of equipment: _____

2. CASUALS

   a. Current number of mail processing casuals on rolls: _____

   b. Average hours worked by mail processing casuals per accounting period: _____

   c. Planned reduction in mail processing hours per accounting period: _____

   d. Number of mail processing casuals impacted by reduced hours _____

      - in manual operations

SITE IMPACT REPORT
MANPOWER

e. Number of mail processing casual positions to be eliminated:

f. Number of mail processing casuals remaining: _____

g. Justify the need for these remaining casuals:

3. PART-TIME FLEXIBLES

a. Current number of mail processing PTF'S on rolls: _____

b. Average hours worked by PTF's per accounting period: _____

c. Planned reduction in PTF hours per accounting period: _____

d. Number of individual mail processing PTF's impacted by reduced hours

- in manual operations: _____

SITE IMPACT REPORT
MANPOWER IMPACT

4. FULL-TIME REGULAR EMPLOYEES

a. How many full-time postions are to be abolished and/or reverted:

- in manual operations: _____

b. Will there be any employee excessing: YES NO (Circle One)

c. Of the employees to be excessed out of their sections, but remain within their installation, how many will be:

- Excessed from manual operations: _____
- Excessed into manual operations: _____
- Excessed into machine operations: _____

d. Will excessing out of the installation be required: YES NO (Circle One)

e. How many positions:

f. List the anticipated post offices and vacancies to which assignment will be made: _____

Facility Assignment

SITE IMPACT REPORT
MANPOWER IMPACT

g. Provide a narrative explaining the need for excessing:

h Provide a narrative of your current and future plan and any adjustments made as a result of deployment.

UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

November 3, 1989

MEMORANDUM FOR FIELD DIRECTORS, HUMAN RESOURCES
REGIONAL MANAGERS, LABOR RELATIONS

SUBJECT: Excessing Employees

Recently, it was brought to our attention that field managers and supervisors have been discussing excessing with their employees. While such discussions may have been done with the best of intentions, employees have received erroneous information.

As you know, the U. S. Postal Service and the American Postal Workers Union, AFL-CIO, have recently agreed to a number of issues relating to excessing. Specifically, meetings will be taking place at the regional level addressing automation impact statements and resultant excessings at least 90 days before implementation.

Therefore, it is our position that no field manager or supervisor should discuss any excessing under the provisions of Article 12 of the National Agreement until such time as management and the union at the regional level have concluded their discussions. This will preclude employees from receiving any erroneous information from management or the union as well as control the appropriate flow of information.

Should you have any questions regarding the foregoing, please contact Harvey White of my staff at 268-3831.

Joseph J. Mahon, Jr.
Assistant Postmaster General

cc: Mr. William Burrus

UNITED STATES POSTAL SERVICE
SOUTHERN REGIONAL OFFICE
Memphis, TN 38166

OUR REF: SR422:WMorris:tkh:0420

DATE: JUN 29 1983

SUBJECT: Impact Statement - Content Security

TO: All District Managers

SC Managers/Postmasters
All Automation Sites

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**********
* GET ON THE BOND WAGON *
*    BUY SAVINGS BONDS  *
**********
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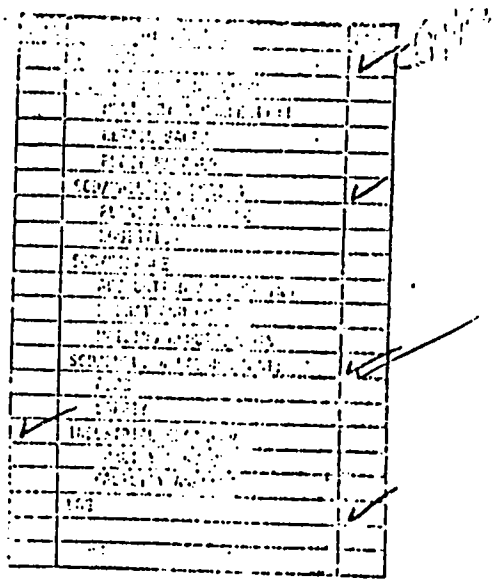
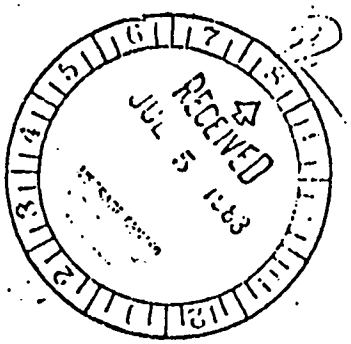
It has come to our attention, that some sites have been approached by their local union requesting a copy of the Impact Statement.

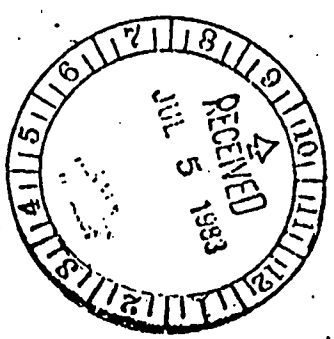
Headquarters, Labor Relations Department, is the only organization authorized to provide Impact Statement information to the unions. Be cautious if you are asked to provide this information at the local level.

Your cooperation in this matter will keep our plans from being misinterpreted.

for W. A. Waldrop
Regional Director
Mail Processing Department







MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
AMERICAN POSTAL WORKERS UNION, AFL-CIO

Re: Implementation of Article 12.3.A Limitations (5 Bids)

The parties agree that all employees represented by the American Postal Workers Union may be designated a successful bidder no more than five (5) times as provided under Article 12.3.A.

The above is effective November 21, 1994, for the life of the next contract.

Anthony J. Vegliante
Manager
Grievance and Arbitration
U.S. Postal Service

Dated: 12/1/94

William Burrus
Vice President
American Postal Workers
Union, AFL-CIO

Dated: 12-1-94

UNITED STATES POSTAL SERVICE
ROOM 9014
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100
TEL (202) 268-3816
FAX (202) 268-3074

SHERRY A CAGNOLI
ASSISTANT POSTMASTER GENERAL
LABOR RELATIONS DEPARTMENT

March 8, 1991

Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
1300 L Street, NW
Washington, DC 20005-4128

Dear Mr. Burrus:

This letter responds to your correspondence of February 8 and 14 to Joseph Mahon requesting the Postal Service's position regarding the conversion of PTF's under the Memorandum Of Understanding.

Your position is not entirely clear despite your clarifying letter of February 14. Since this issue is one that may have a continuing future impact due to automation, it is important that your position be clearly understood. We believe that a meeting between the parties for the purpose of information sharing and to ensure that we clearly understand the issue as you presented it is necessary.

Please contact Anthony J. Vegliante of my staff at 268-3811 to arrange a meeting.

Sincerely,

Sherry A. Cagnoli

OFFICIAL OLYMPIC SPONSOR
36 USC 380

American Postal Workers Union, AFL-CIO
1300 L Street, NW, Washington, DC 20005

William Burrus
Executive Vice President
(202) 842-4246

February 14, 1991

Dear Mr. Mahon:

By letter of February 8, 1991, I inquired of the USPS' position on the conversion of PTFs under the Maximization Memorandum. I conveyed the Union's position that such conversions were unaffected by the withholding of vacancies pursuant to Article 12.

This is to clarify that it is the Union's position that such conversions may be withheld (within the number of withheld positions) as identified at the regional level. Employees meeting the maximization criteria and whose conversions would not reduce the number of identified withheld positions are entitled to conversion pursuant to the procedure.

Please respond to the issue as clarified by this letter.

Sincerely,

William Burrus
Executive Vice President

National Executive Board
Moe Biller
President
William Burrus
Executive Vice President
Douglas C. Holbrook
Secretary-Treasurer
Thomas A. Neill
Industrial Relations Director
Kenneth D. Wilson
Director, Clerk Division
K. Freeman, Jr.
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Central Region
Philip C. Flemming, Jr.
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Northeast Region
Archie Salisbury
Southern Region
Raydell R. Moore
Western Region

Joseph J. Mahon, Jr.
Asst. Postmaster General
U.S. Postal Service
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

WB:rb

American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

February 8, 1991

William Burrus
Executive Vice President
(202) 842-4246

Dear Mr. Mahon:

I am advised that local offices are refusing to convert part-time employees to full-time status as per the Maximization Memorandum of Understanding. The reason given is that "positions" are being withheld pursuant to Article 12.

Employees converted to full-time pursuant to the Memorandum do not occupy full-time positions as defined in Article 12. The withholding of vacancies is intended to accommodate excessed employees by placement in residual vacancies vacated by full-time regular employees. The parties have agreed by separate Memorandum that withheld vacancies must be identified. In that employees converted under the Memorandum are only assigned to duties, hours and days of work, withholding will not accommodate excessed full-time employees.

It is the position of the American Postal Workers Union that PTFs who meet the requirements of the Memorandum must be converted to full-time notwithstanding the withholding of full-time positions pursuant to Article 12.

Please respond as to the employer's position on this issue.

Sincerely,

William Burrus
Executive Vice President

Joseph J. Mahon, Jr.
Asst. Postmaster General
U.S. Postal Service
475 L'Enfant Plaza SW
Washington, DC 20260-4100

WB:rb

National Executive Board

Moe Biller
President

William Burrus
Executive Vice President

Douglas C. Holbrook
Secretary-Treasurer

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Industrial Relations Director

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Director, Clerk Division

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Raydell R. Moore
Western Region

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
AMERICAN POSTAL WORKERS UNION, AFL-CIO

Re: Conversions under the Maximization Memorandum

As discussed, when a full-time assignment(s) is being withheld in accordance with Article 12, the subsequent backfilling of the assignment(s) will not count towards the time considered for maximizing full-time duty assignments, in accordance with the Memorandum of Understanding.

The parties also recognize that employees are to be converted to full-time consistent with the memorandum, provided the work being performed to meet maximization qualification is not being performed on assignments(s) described above.

8/19/92

Sherry A. Cagnoli
Assistant Postmaster General
Labor Relations Department
U.S. Postal Service

William Burrus
Executive Vice President
American Postal Workers
Workers Union, AFL-CIO

UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260

July 2, 1982

Mr. John A. Morgen
President, Clerk Craft
American Postal Workers
Union, AFL-CIO
817 14th Street, N. W.
Washington, D. C. 20005

Dear Mr. Morgen:

This is in regard to your request for certain clerk craft data. For quick reference, I have briefly restated that which you requested. Such information is as of mid-March, 1982.

1. Total number of clerical employees - 264,108

2. Total number of level 4 clerical employees - 4,659

3. Total number of level 5 clerical employee - 192,707

4. Total number of level 6 clerical employees - 56,996

5. Total number of clerical employees holding level 6 "best qualified" positions - 7,554

Please contact me should you have any questions regarding the foregoing.

Sincerely,

Bruce D. Evans

Bruce D. Evans
Labor Relations Executive
Labor Relations Department

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

UNITED STATED POSTAL SERVICE

AND THE

AMERICAN POSTAL WORKERS UNION, AFL-CIO

Re: Retreat Rights - Article 12.5.C.4

The parties mutually agree that the following bidding procedures will apply when clerk craft employees of different levels comprise a section and excessed employee have expressed a desire to retreat back to their former section.

1. The initial vacancies occurring within a Section in the same salary level from which excessed employees have active retreat rights, when posted are limited to employees within the section of the same salary level as the excessed employees.

2. The residual vacancy that occurs from one above is then offered to employees who have retreat rights to the section and who, at the time of excessing, were in the same salary level as the residual vacancy when excessed.

3. If vacancies remain after the offering of retreat rights to eligible employees, these vacancies are posted for bid.

4. Vacancies that occur within the section that are not of the same salary level of the excessed employee with retreat rights are posted for bid.

Mr. Anthony J. Vegliante
Manager, Grievance and Arbitration
Labor Relations

Mr. William Burrus
Executive Vice President
American Postal Workers Union

Date 5/27/94

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

UNITED STATES POSTAL SERVICE

AND THE

AMERICAN POSTAL WORKERS UNION, AFL-CIO

RE: Article 12

The following provisions are mutually agreed to by the parties so that the primary principle of reassignment, the dislocation and inconvenience to employees in the regular workforce shall be kept to a minimum, consistent with the needs of the service.

The union, at the regional level, will be given notice when technological and mechanization changes impact the bargaining unit, no less than 90 days, but as much as 6 months whenever possible. This notice shall be in the form of the Manpower Impact Report (copy attached).

Any involuntary reassignments outside the installation will require a local 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 principle(s) of Article 12 (reassignment) are met.

The first local labor management meeting must be held no later than 90 days prior to the involuntary reassignment of employees.

U.S. Postal Service

E-20-89
(Date)

American Postal Workers Union, AFL-CIO

E-20-89
(Date)

Attachment

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE

AND

AMERICAN POSTAL WORKERS UNION, AFL-CIO

Re: Cross Craft Reassignments

In instances where employees represented by the APWU will be involuntarily reassigned outside the installation, employees may be reassigned to other APWU crafts outside the installation. Such employees who meet the minimum qualifications will be afforded their option of available vacancies by seniority.

This memorandum does not affect any other rights that Motor Vehicle Craft employees may possess under the provisions of Article 12.

Sherry A. Cagnoli
Assistant Postmaster General
Labor Relations Department

Date: 8/14/92

William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO

Date: 8/5/92

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
AMERICAN POSTAL WORKERS UNION, AFL-CIO

Re: Conversions under the Maximization Memorandum

As discussed, when a full-time assignment(s) is being withheld in accordance with Article 12, the subsequent backfilling of the assignment(s) will not count towards the time considered for maximizing full-time duty assignments, in accordance with the Memorandum of Understanding.

The parties also recognize that employees are to be converted to full-time consistent with the memorandum, provided the work being performed to meet maximization qualification is not being performed on assignments(s) described above.

Sherry A. Cagnoli 8/19/92
Sherry A. Cagnoli
Assistant Postmaster General
Labor Relations Department
U.S. Postal Service

William Burrus
Executive Vice President
American Postal Workers
Workers Union, AFL-CIO

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO

RE: Article 7, Section 3.A.

The parties will meet at the regional level, as much as 6 months whenever possible, to identify the time period, general number of full-time vacancies, geographic area and craft, which will be withheld/reverted and applied to Article 7, Section 3.A (90/10 provisions).

The Union will be notified, at the regional level, of the exact numbers to be withheld, no less than 90 days prior to the involuntary reassignment of employees.

U.S. Postal Service

American Postal Workers Union, AFL-CIO

9-20-89
(Date)

9-20-89
(Date)

Attachment

MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNITED STATES POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO

The parties mutually agree that the following provisions apply when clerk craft employee excessing is impacted by technological or mechanization changes and employees are placed in assignments requiring the entrance exams of ON-400, ON-440 and ON-450.

(1) Excessed employees who have not passed the required entrance exam may request, in writing, placement in a lower level residual vacancy within or outside the installation in lieu of placement in vacancies in the same or another craft. The seniority of such employees after reassignment shall be established pursuant to Article 37, Section 2.

This option to waive the required exam and begin the accrual of seniority in the lower level position shall be available only at the time the employee is excessed and exercises a choice of assignment. Subsequent waivers may be made only through the application for vacancies as provided in paragraph 3.

2) Excessed employees who do not request placement in a lower level and for whom no vacancies exist within or outside the craft in the same level within a 35-mile radius may be involuntarily assigned to the duties of a lower level vacancy. If no vacancies exist within a 35-mile radius, the Employer will meet with the Union at the regional level to identify vacancies beyond the 35-mile radius. (The parties agree that the 35-mile radius specified above is agreed to for purposes of this Memorandum and has no bearing on the parties' positions in other circumstances.)

(a) While assigned to the duties of a position for which the employee is not qualified on the entrance exam, such employees may submit application for residual vacancies in the lower level position to which they have been assigned. Their applications will be considered by seniority for residual vacancies that are unbidded.

(b) While assigned to the duties of a lower level position, employees who fail to bid or apply for all vacancies in their wage level in the installation to which assigned will void their rate protection, and they will assume the salary level of the duties to which they have been assigned. Such reassigned employees' seniority for bidding will be established pursuant to the craft provisions.

(c) Those who bid for positions in their wage level, but who are unsuccessful will be considered unassigned regulars and may be placed in residual vacancies within their wage level to positions for which they meet the minimal qualifications (Article 37, Section 3.F.10).

(3) Employees involuntarily placed in a vacant assignment, exercising a choice of vacancies or successful applicants to vacant positions, shall retain retreat rights to vacancies for which they are eligible. After exercising retreat rights, their seniority shall be established as though their service has been continuous in the position to which they retreated.

(4) Employees excessed pursuant to the utilization of automation under 1, 2 or 3 above shall maintain rate protection under the provisions of Article 4.

(5) Employees who have been identified as excessed and who are provided choices of existing vacancies shall be covered by the provisions of 1 through 4 and shall be treated as having been involuntarily excessed.

The parties mutually agree that the provisions of this agreement are not representative of their positions on other issues and may not use this document to further their arguments on other issues. The parties recognize the need to incorporate the principles above in the collective bargaining agreement and will address these issues in the 1990 negotiations. Subsequently, this agreement will expire on November 20, 1990, unless mutually extended by the parties.

Joseph J. Mahon, Jr.
Assistant Postmaster General
Labor Relations Department
U.S. Postal Service

5-31-90
(Date)

William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO

6-1-90
(Date)

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

UNITED STATED POSTAL SERVICE

AND THE

AMERICAN POSTAL WORKERS UNION, AFL-CIO

Re: Retreat Rights - Article 12.5.C.4

The parties mutually agree that the following bidding procedures will apply when clerk craft employees of different levels comprise a section and excessed employee have expressed a desire to retreat back to their former section.

1. The initial vacancies occurring within a Section in the same salary level from which excessed employees have active retreat rights, when posted are limited to employees within the section of the same salary level as the excessed employees.

2. The residual vacancy that occurs from one above is then offered to employees who have retreat rights to the section and who, at the time of excessing, were in the same salary level as the residual vacancy when excessed.

3. If vacancies remain after the offering of retreat rights to eligible employees, these vacancies are posted for bid.

4. Vacancies that occur within the section that are not of the same salary level of the excessed employee with retreat rights are posted for bid.

Mr. Anthony J. Vegliante
Manager, Grievance and Arbitration
Labor Relations

Mr. William Burrus
Executive Vice President
American Postal Workers Union

LABOR RELATIONS

UNITED STATES POSTAL SERVICE
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4000

August 17, 1993

AUG 1993
ved
The
ident

AUG 1993
ved
The
ident

Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 2000-4128

Dear Bill:

This letter is in response to your July 19 correspondence concerning the appropriate labor agreement provision governing the excessing of employees from a craft.

Article 12, Section 5.C.4. addresses reassignment within an installation for employees excess to the needs of a section. This Section of the contract does not contain a provision for excessing employees from a craft.

Cross craft reassignments instead are discussed in Article 12, Section 5.C.5.

Sincerely,

Anthony J. Vegliante
Manager
Grievance and Arbitration

UNITED STATES POSTAL SERVICE
475 L ENFANT PLAZA SW
WASHINGTON DC 20260

November 5, 1992

Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

Dear Bill:

This letter is in reference to your correspondence regarding superseniority of stewards following excessing.

As we agreed, following excessing, stewards maintain their superseniority for the purposes of bidding on initial vacancies over excessed employees wishing to exercise their retreat rights.

If there are any questions regarding the foregoing, please contact Dan Magazu of my staff at (202) 268-3804.

Sincerely,

Anthony J. Vegliante
General Manager
Programs and Policies Division
Office of Contract Administration
Labor Relations

Mr. William Burrus
Vice President
American Postal Workers Union, AFL-CIO
1300 L Street, NW
Washington, DC 20005-4128

RE: H1C-NA-C 117
M. BILLER
WASHINGTON DC 20005-4128

Dear Mr. Burrus:

Recently, you met with me in prearbitration discussions to discuss the above captioned grievance, currently pending national arbitration.

During those discussions the parties mutually agreed that when excessing is required from a Section (or Sections) as identified in a Local Memorandum of Understanding, any reduction (excessing/abolishment/reversion) in the number of Full-Time Regular employees within the Section (or Sections) shall be from among Full-Time Flexible employees in the same salary level in that section, until they are exhausted and prior to the abolishment or reversion of Full-Time Regular Employees (duty assignments). Full-Time Flexible employees are those who were converted to Full-Time pursuant to the Maximization MOU dated July 21, 1981.

When excessing is required from a Craft or Installation, any reduction in the number of full-time assignments within the Craft or Installation shall be from among Full-Time Flexible assignments in the same wage level, until they are exhausted. Excessing will be accomplished by seniority.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to settle this case and remove it from the national arbitration listing.

Sincerely,

Rodney J. Lambson
Labor Relations Specialist
Grievance and Arbitration

William Burrus
Vice President
American Postal Workers Union, AFL-CIO

Date: 3-26-97

120

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

UNITED STATED POSTAL SERVICE

AND THE

AMERICAN POSTAL WORKERS UNION, AFL-CIO

Re: Retreat Rights - Article 12.5.C.4

The parties mutually agree that the following bidding procedures will apply when clerk craft employees of different levels comprise a section and excessed employee have expressed a desire to retreat back to their former section.

1. The initial vacancies occurring within a Section in the same salary level from which excessed employees have active retreat rights, when posted are limited to employees within the section of the same salary level as the excessed employees.

2. The residual vacancy that occurs from one above is then offered to employees who have retreat rights to the section and who, at the time of excessing, were in the same salary level as the residual vacancy when excessed.

3. If vacancies remain after the offering of retreat rights to eligible employees, these vacancies are posted for bid.

4. Vacancies that occur within the section that are not of the same salary level of the excessed employee with retreat rights are posted for bid.

Mr. Anthony J. Vegliante
Manager, Grievance and Arbitration
Labor Relations

Mr. William Burrus
Executive Vice President
American Postal Workers Union

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE

AND

AMERICAN POSTAL WORKERS UNION, AFL-CIO

Re: Article 12.5.C.5.b(6)

. . . In the Clerk Craft, an employee(s) involuntarily reassigned shall be entitled at the time of such reassignment to file a written request to return to the first vacancy {in the same or lower salary level} in the craft and installation from which reassigned. Such request for retreat rights must indicate whether the employee(s) desires to retreat to the same, lower, and/or higher salary level assignment and, if so, what salary level(s). The employee(s) shall have the right to bid for vacancies within the former installation and the written request for retreat rights shall serve as a bid for all vacancies in the level from which the employee was reassigned and for all residual vacancies in other levels for which the employee has expressed a desire to retreat. The employee(s) may retreat to only those {lower level} assignments for which the employee(s) would have been eligible to bid. If vacancies are available in the specified lower, higher or same salary level {and in the salary level}, the employee will be given the option.

Repostings occurring pursuant to Article 37, Sections 3.A.3, 3.A.4, and 3.A.5, are specifically excluded from the application of this subsection.

Withdrawal of a bid or failure to qualify for a vacancy or residual vacancy terminates retreat rights to the level of the vacancy. Furthermore, employees(s) electing to retreat to a lower level are not entitled to salary protection.

Sherry A. Cagnoli
Assistant Postmaster General
Labor Relations Department

Date: 8/19/92

William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO

Date: 8/14/92

ARTICLE 12.5.C.5.b(6)

This Memorandum totally changes the procedures for employees to retreat when excessed from their craft and installation. Former provisions provide that employees excessed across craft lines must be returned, regardless of seniority standing relative to other excessed employees; that excessed employees may retreat only to residual vacancies in the same or higher level and that employees may only retreat to residual vacancies permitting interlevel bidding of all employees in the former craft/installation (senior and junior) to bid before establishment of a residual vacancy to which the employee can retreat.

The new procedure provides that the excessed employee will indicate on the established local form vacancies to which he/she wishes to retreat (same, higher, lower). The submitted form will serve as a bid for all initial vacancies in the level from which excessed and to all residual vacancies in higher or lower level vacancies. This form will be completed by the employee without knowing the hours, days or skills required of the future vacancies and the bidding process of Article 37 will govern the senior bidder and the withdrawal procedures. Unless the employee has access to the bidding sheet in the former office he/she will be unaware of the position for which he/she is bidding. The intent is to return the employee to the former craft or installation and not to a specific assignment with hours or days. An employee who does not wish to take a chance on obtaining an assignment that he/she will not want can either decide not to note on the form the desire to return to a specific level and accept any position in the level selected or obtain a copy of the posting and withdraw from any bid that is not desirable. Withdrawal from bidding to a vacancy terminates retreat rights to future vacancies in that level. The employee would continue to bid to vacancies in other levels noted on the retreat form.

The bid to vacancies in the former level ensures that junior employees in other levels who have the right to bid under the interlevel bidding agreement cannot outbid the excessed employee as they could previously do under former rules. The excessed employee's bid is being considered for the initial vacancy concurrently with employees in the former office.

A bid to "residual" vacancies in higher or lower level positions occurs after employees in the former office have completed bidding and there is a no bid position. All clerk employees, higher and lower level, bid under the interlevel bidding agreement until there is a no bid position.

Employees assigned across craft lines will now be returned to the craft and/or installation in seniority order with other excessed employees who remained in the same craft. Previously, the contract provided that no matter the seniority of the employee assigned across craft lines, such employee was returned to the first vacancy and it was always unclear whether an employee assigned across craft lines within the installation and across craft lines outside the installation, which was to be returned first. Now they will all be returned based on their seniority standing. The only exception being that an employee across craft lines may not withdraw from a posting in the same, lower or higher level as the contract provides that he/she must be returned.

FEB 13 1988

LR420:HWhite:ew:20260-4127

National Grievance H7C-NA-C 12

Mr. William J. Henderson
Field Division General Manager/Postmaster
Greensboro Division, U.S. Postal Service
900 East Market Street
Greensboro, NC 27420-1201

Attention: Mr. Gordon Jacobs
Field Director, Human Resources

This is in regard to our recent discussions of national grievance H7C-NA-C 12.

It is agreed that Mr. William E. Campbell will be permitted to exercise his retreat rights to the first available vacancy after receipt of this letter. The rights will be granted to those positions for which Mr. Campbell would have been otherwise eligible to bid.

This granting of retreat rights is to be considered both noncitable and without prejudice to both management and the union position regarding the interpretations of Article 12 of the National Agreement.

Should there be any questions, please contact Harvey White at PEN 268-3831.

(signed)

Stephen W. Furgeson, General Manager
Grievance and Arbitration Division
Office of Contract Administrtion
Labor Relations Department

NOTE: Employees similarly situated in the Greensboro Division should be prospectively subject to these terms on a noncitable, without prejudice basis.

bcc: Mr. William Burrus, APWU

120A

American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Douglas C. Holbrook
Secretary-Treasurer
(202) 842-4215

December 18, 1987

National Executive Board
Moe Biller, President
William Burrus
Executive Vice President
Douglas C. Holbrook
Secretary-Treasurer
Thomas A. Neill
Industrial Relations Director
Kenneth D. Wilson
Director, Clerk Division
Richard I. Wevodau
Director, Maintenance Division
Donald A. Ross
Director, MVS Division
George N. McKeithen
Director, SDM Division
Norman L. Steward
Director, Mail Handler Division

Regional Coordinators
Raydell R. Moore
Western Region
James P. Williams
Central Region
Philip C. Flemming, Jr.
Eastern Region
Romualdo "Willie" Sanchez
Northeastern Region
Archie Salisbury
Southern Region

Dear Mr. Fritsch:

Pursuant to provisions of Article 15 of the 1987 National Agreement the American Postal Workers Union submits to step 4 a dispute between the parties over the interpretation of eligibility for retreat rights. The Union disagrees with the employers position as explained in correspondene of December15, 1987 which applies retreat rights solely to "employees who would have been otherwise eligible to bid."

The language referenced by the employer is implied only as it relates to employees excessed to the needs of a section. The language provides that "failure to bid for the first available vacancy will end such retreat right."

Reassignments to other installations after making reasignments within the installation provides that reassigned employees "shall be entitled at the time of such reassignment to file a written request to be returned to the first vacancy in the level in the craft or occupational group in the installation from which assigned."

Reduction in the number of employees in an installation other than by attrition provides "the employee shall be returned at the first opportunity to the craft from which assigned."

These provisions place no restrictions on the right of an employee to return to their former facility of craft other than those specifically stated.

The Union therefore disagrees with the Employer's interpretation as it relates to excessing from a craft or facility.

Please contact my office to arrange discussion of the grievance.

Sincerely,

William Burrus
Executive Vice President

Thomas A. Fritsch
Assistant Postmaster General
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

WB;rb

UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

December 15, 1987

Mr. William Burrus
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

Dear Mr. Burrus:

This is in response to your letter of November 23 regarding retreat rights under the provisions of Article 12 of the National Agreement.

Employees who are involuntarily reassigned and are given an advance notice of not less than 60 days receive retreat rights. Any craft employee who voluntarily accepts reassignment to another craft or occupational group, another branch of the Postal Service, or another installation loses retreat rights.

The language throughout Article 12 clearly establishes that involuntarily reassigned employees, who would have been otherwise eligible to bid, are those employees who maintain entitlement to retreat rights.

The enclosed notice submitted for review is to an employee who volunteered to change his craft subsequent to reassignment and is therefore not entitled to retreat rights, since he would not otherwise be eligible to bid.

Should you have any further questions regarding the foregoing, please contact Harvey White at 268-3831.

Sincerely,

Thomas J. Fritsch
Assistant Postmaster General

Enclosure

120C

American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

William Burrus
Executive Vice President
(202) 842-4246

November 23, 1987

National Executive Board
Moe Biller, President
William Burrus
Executive Vice President
Douglas C. Holbrook
Secretary-Treasurer
Thomas A. Neill
Industrial Relations Director
Kenneth D. Wilson
Director, Clerk Division
[redacted] d I. Wevodau
Director, Maintenance Division
Donald A. Ross
Director, MVS Division
George N. McKeithen
Director, SDM Division
Norman L. Steward
Director, Mail Handler Division

Regional Coordinators
Raydell R. Moore
Western Region
James P. Williams
Central Region
Philip C. Flemming, Jr
Eastern Region
Romualdo "Willie" Sanchez
Northeastern Region
Archie Salisbury
Southern Region

Dear Mr. Fritsch:

I am in receipt of the enclosed notice interpreting exceptions to contractual language providing retreat rights for excessed employees. Provisions of Article 12 of the National Agreement are specific in defining retreat rights and the exhaustion of same. At Article 12, Section 5C4c, the contract provides "Failure to bid for the first available vacancy will end such retreat rights."

Normal contract contruction limits application to those provisions specifically agreed to unless the language is broadly worded. By agreeing to specific conditions for the exhaustion of retreat rights the parties apparently intented to limit such application.

This is to inquire as to whether the Postal Service interprets the provisions of Article 12 to include the exceptions listed in the enclosed notice.

Sincerely,

William Burrus
Executive Vice President

Thomas Fritsch
Assistant Postmaster General
U.S. Postal Service
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

WB:rb

Enclosure

JOSEPH J. MAHON JR.
VICE PRESIDENT, LABOR RELATIONS

UNITED STATES POSTAL SERVICE

January 23, 1996

VICE PRESIDENTS, AREA OPERATIONS

SUBJECT: RIF Procedures

In light of recent Merit Systems Protection Board (MSPB) decisions, there has been some confusion over the process to be implemented in reassigning bargaining unit employees.

The MSPB has issued decisions regarding placement of veterans preference bargaining unit employees in lower level positions. Placing veterans preference bargaining unit employees in lower level positions, even with saved grade, has been determined to be a reduction in force (RIF). The MSPB has decided that the Postal Service must follow RIF procedures when placing veterans preference bargaining unit employees in lower level positions.

Historically, the Postal Service has utilized Article 12 of the Collective Bargaining Agreements (CBA) in placing employees in lower level positions and will continue to do so when appropriate and not in conflict with RIF procedures. The provisions contained in Article 12 regarding placement of employees are based on the employee's seniority, and do not recognize veterans preference. This could potentially conflict with the RIF procedures contained in federal statute. We should continue to use Article 12 reassignment procedures unless it is apparent that a veterans preference eligible will be adversely affected (placed in a lower grade), at which time Article 6 provisions will be utilized.

The provisions of Article 6 of the CBAs provide a procedure by which bargaining unit employees can be placed in lower level duty assignments which comply with RIF procedures. My department has developed training and guidelines for the placement of veterans preference bargaining unit employees under the provisions contained within Article 6. Training will be completed shortly for all areas concerning the applicable contractual procedures to be utilized to reassign employees under Article 6.

The Headquarters/Field Labor Relations Group is available to work with your area staff to develop a site specific plan to accomplish the necessary placement of affected employees.

Joseph J. Mahon, Jr.

475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100
202-268-3619
FAX 202-268-3074

SENIORITY FOR EXCESSING PURPOSES

This Memorandum represents a language change to the recently negotiated interlevel bidding agreement Section 3 A 11 c which read:

"For the purposes of Article 12.5.C.4. employees moving from or to a level 4 positions will begin a new period of seniority. If such employees remain in those assignments for three (3) years, those employees will have their seniority restored."

The new language provides that the 3 year restriction only applies if there is excessing to their former wage level. In all other excessing circumstances the employees will apply their full seniority.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE

AND

AMERICAN POSTAL WORKERS UNION, AFL-CIO

RE: Seniority for Excessing Purposes

The parties agree to the following modifications to the present Article 37 language. The modified language will be incorporated into the 1990 National Agreement.

Underlined language is new language. Bracketed language has been deleted.

Article 37.3.A.11.c

c. Employees ranked below level 5 who are promoted as a result of this section and are subsequently impacted due to technological and mechanization changes shall not be entitled to saved grade for a period of two (2) years beginning with the effective date of promotion. This two-year restriction does not apply to employees who previously occupied the higher level. [For the purposes of Article 12.5.C.4, employees moving from or to level 4 positions will begin a new period of seniority. If such employees remain in those assignments for three (3) years, those employees will have their seniority restored.] Before excessing pursuant to provisions of Article 12, employees serving their initial assignment per part a. or b. above may be excessed to their former wage level by inverse seniority provided the employee has not completed three (3) years in the new level.

Sherry A. Cagnoli 8/19/92
Sherry A. Cagnoli
Assistant Postmaster General
Labor Relations Department
U. S. Postal Service

William Burrus
William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO

UNITED STATES POSTAL SERVICE
ROOM 9014
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100
TEL (202) 268-3818
FAX (202) 268-3074

SHERRY A. CAGNOLI
ASSISTANT POSTMASTER GENERAL
LABOR RELATIONS DEPARTMENT

FEB 10 1992

MEMORANDUM FOR MR. DONNELLY

SUBJECT: Excessing of Rehabilitated Employees (LDC 69)

This memorandum is in response to your November 13 letter concerning whether Article 12 of the National Agreement or the provisions of Section 546.141 of the Employee and Labor Relations Manual (ELM) govern the excessing of rehabilitated (LDC 69) employees.

When excessing occurs in a craft, either within the installation or to another installation, the criteria for selecting the employees to be excessed is by level and craft seniority. Whether or not a member of the affected craft is recovering from either an on- or off-the-job injury would have no bearing on his/her being excessed. The subsequent placement of the LDC 69 employee is governed by Article 12 of the National Agreement.

Under Section 546.141(a)(4) of the ELM, the Postal Service could offer the employee a limited duty job at another facility that is "as near as possible to the regular work facility to which the employee is normally assigned." Doing so should keep us in compliance with the Federal Employees Compensation Act as set forth in the ELM.

The Department of Labor (DOL) will issue new regulations addressing the issue of whether an employee has the right to refuse a reassignment offer pending a DOL suitability determination. Although we have expressed an opinion on how the DOL should resolve this issue, it is possible that the DOL will reach a different result. Once the DOL issues its decision, it will be promulgated by the Office of Injury Compensation.

If there are any questions concerning this matter, please contact Stan Urban of my staff at PEN 202-268-3823.

Sherry A. Cagnoli

cc: Joseph J. Mahon, Jr.

~~153~~
151

UNITED STATES POSTAL SERVICE
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260

November 5, 1992

Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

Dear Bill:

This letter is in reference to your correspondence regarding superseniority of stewards following excessing.

As we agreed, following excessing, stewards maintain their superseniority for the purposes of bidding on initial vacancies over excessed employees wishing to exercise their retreat rights.

If there are any questions regarding the foregoing, please contact Dan Magazu of my staff at (202) 268-3804.

Sincerely,

Anthony J. Vegliante
General Manager
Programs and Policies Division
Office of Contract Administration
Labor Relations

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO

The United States Postal Service and the American Postal Workers Union, AFL-CIO (Parties), mutually agree that Arbitrator Carlton Snow's award in Case Number H7N-4Q-C 10845 shall be applied in a prospective fashion effective with the date of the award.

Accordingly, employees who are excessed into APWU represented crafts (Clerk, Maintenance, Motor Vehicle, and Special Delivery Messenger) after December 19, 1991, under the provisions of Article 12.5.C.5, shall begin a new period of seniority.

This Memorandum is without precedent or prejudice to the position of either party concerning the issue of prospective or retroactive application of arbitration awards.

Stephen W. Furgeson
General Manager
Grievance and Arbitration Division

Date April 1, 1992

Moe Biller
President
American Postal Workers Union, AFL-CIO

Date April 16, 1992

American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

William Burrus
Executive Vice President
(202) 842-4246

March 4, 1998

Dear Sam:

The enclosed has been received from the Las Vegas local inquiring as to the appropriate information to be considered for employees seeking transfers. Item "D" on page 2 includes the question "Has the employee filed any grievances?". The union believes the question to be inappropriate in that the parties agreement limits the factors to be considered to "acceptable work, attendance, and safety record". The consideration of whether or not an employee has filed grievances is beyond the scope of the parties agreement and thus inappropriate.

I request that your office review this questionnaire and advise my office of your findings.

Thank you for your attention to this matter.

Sincerely,

William Burrus
Executive Vice President

Sam Pulcrano, Manager
Contract Administration APWU/NPMHU
Labor Relations
475 L'Enfant Plaza, SW
Washington, DC 20260

WB:rb
opeiu#2
afl-cio

National Executive Board
Moe Biller
President
William Burrus
Executive Vice President
Douglas C. Holbrook
Secretary–Treasurer
Greg Bell
Industrial Relations Director
Robert L. Tunstall
Director, Clerk Division
James W. Lingberg
Director, Maintenance Division
Robert C. Pritchard
Director, MVS Division
George N. McKeithen
Director, SDM Division

Regional Coordinators
Leo F. Persails
Central Region
Jim Burke
Eastern Region
Elizabeth "Liz" Powell
Northeast Region
Terry Stapleton
Southern Region
Raydell R. Moore
Western Region

UNITED STATES
POSTAL SERVICE

April 1, 1998

Mr. William Burrus
Executive Vice President
American Postal Workers Union,
AFL-CIO
1300 L Street, NW
Washington, DC 20005-4128

Dear Bill:

This responds to your letter of March 4 concerning a local form, "Transfer/Reassignment Evaluation Questionnaire," used by some supervisors to provide an evaluation of an employee requesting a transfer or reassignment.

The particular question on the form that you find inappropriate is the question which asks about an employee's history of filing grievances. We agree that question "I.D. Has employee filed any grievances?" is inappropriate. The local office has been directed, through the area office, to delete that question from the form.

If you have any questions regarding the foregoing, please contact Joyce Ong of my at (202) 268-6248.

Sincerely,

Samuel M. Pulcrano
Manager
Contract Administration (APWU/NPMHU)

475 L'Enfant Plaza SW
Washington DC 20260-4100

MEMORANDUM OF INTENT
BETWEEN THE
UNITED STATES POSTAL SERVICE AND
AMERICAN POSTAL WORKERS UNION, AFL-CIO

RE: MODIFICATION TO EXISTING TRANSFER RULES SPECIFICALLY FOR IMPLEMENTATION OF MOU SIGNED FEBRUARY 2, 1993

Reference Section 1.B.(3). of the Memorandum of Understanding signed February 2, 1993 and the 1990-1994 Collective Bargaining Agreement, Article 12, Section 6. Transfers.

With these provisions in mind, following are modified transfer rules in connection with the MOU signed between the parties.

TRANSFERS TO FULL-TIME REGULAR POSITIONS BY FULL-TIME REGULAR OR PART TIME REGULAR EMPLOYEES THROUGH THE APWU REGIONAL COORDINATOR:

FULL-TIME REGULAR OR PART-TIME REGULAR CLERK CRAFT EMPLOYEES TRANSFERRING TO FULL-TIME VACANT POSITIONS -- IN LIEU OF PTFs FOR CONVERSION TO FTR

A. Management will identify full-time vacant positions (residual duty assignments or unencumbered) and provide a list of those positions to the APWU Regional Coordinator. The APWU Regional Coordinator may identify full-time regular or part-time regular clerks for transfer to these positions and installation heads are required to accept them with the following exceptions:

Management may deny transfer if:

1. the employee has a live disciplinary record as defined in Article 16, Section 10, and/or,
2. the employee is on light or limited duty.

B. Transfers of full-time regular or part time regular career clerk craft employees to and from offices of any size office through this process will be counted towards the obligation of the employer to offer opportunities to convert PTF employees to FT in offices of less than 100 career clerk craft employees.

C. Transfers will be contingent on the employee possessing the minimum qualifications for the position as established in the MOU on Page 308 of the national agreement.

D. These modifications to the transfer rules will be for the Clerk Craft only and be in effect until the obligations are complete under the Memorandum of Understanding signed February 2, 1993.

E. Other than the Clerk Craft, transfer requests are subject to the existing provisions of the contract.

TRANSFERS TO PART TIME CAREER POSITIONS THROUGH THE APWU REGIONAL COORDINATOR:

FULL-TIME REGULAR OR PART-TIME CLERK CRAFT EMPLOYEES TRANSFERRING TO PART-TIME FLEXIBLE POSITIONS

A. Prior to hiring PTFs/PTRs, management may provide a list of part-time flexible career positions to be filled to the APWU Regional Coordinator. The APWU Regional Coordinator will identify full-time regular, part-time flexible or part-time regular clerks for transfer to these positions and installation heads are required to accept them with the following exceptions:

Management may deny transfer if:

1. the employee has a live disciplinary record as defined in Article 16, Section 10, and/or,
2. the employee is on light or limited duty.

B. Transfers will be contingent on the employee possessing the minimum qualifications for the position as established in the MOU on Page 308 of the national agreement.

C. These modifications to the transfer rules will be for the Clerk Craft only and be in effect until the obligations are complete under the Memorandum of Understanding signed February 2, 1993.

D. Other than the Clerk Craft, transfer requests are subject to the existing provisions of the contract.

E. If the APWU Regional Coordinator is not provided with a PTF position to be filled and the Postal Service fills the need through hiring, any subsequent conversion of the PTF to full-time by the employer does not count towards the obligation of the employer under the MOU to offer conversion opportunities for PTFs in less than 100 career clerk craft employees.

If the APWU Regional Coordinator is provided with a PTF position to be filled and supplies an employee who is accepted for the transfer, any subsequent conversion of the PTF to full-time counts toward the obligation of the employer under the MOU to offer conversion opportunities for PTFs in less than 100 career clerk craft employees.

If the APWU Regional Coordinator is provided with a PTF position to be filled and is unable to provide a PTF/PTR/FTR transfer, the Postal Service may proceed to fill the need through hiring. A subsequent conversion of the PTF to full-time will count towards the obligation of the

employer under the MOU to offer conversion opportunities for PTFs in less than 100 career clerk craft employees.

William Burrus

Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO

Date: 4-6-93

William J. Downes

Mr. William J. Downes
Manager
Contract Administration
APWU/NPMHU

Date: 4-2-93

MEMORANDUM OF INTENT
BETWEEN THE
UNITED STATES POSTAL SERVICE AND
AMERICAN POSTAL WORKERS UNION, AFL-CIO

RE: REVIEW OF WITHHELD POSITIONS

1. All vacancies currently withheld under Article 12 are in the process of being reviewed by management. Upon completion, the results of the review will be shared with the appropriate APWU Regional Coordinator. If the review determines that the number of withheld positions needed has changed, a new or updated impact statement(s) will be provided to the union reflecting the most recent projections.

2. If the review results in a reduction in the number of withheld positions, then the local parties will meet to determine which method(s) will be used for filling any vacant assignments previously withheld. The method(s) used for filling such vacancies will be applied in the order outlined as follows:

1. The assignment of an unencumbered full-time employee;

2. The conversion of a part-time flexible (PTF) within the installation;

3. Transfer of an eligible career clerk craft employee through the APWU Regional Coordinator in accordance with the PTF conversion MOU signed February 2, 1993.

3. Withheld positions identified to accommodate previously notified excessed employees who have been provided letters of excessing or are in the process of being notified, and who will, at the time of the review, definitely be excessed, shall not be subject to the review of #1 above.

4. This review of withheld positions is a one time only review and is for the exclusive purpose of the application of the MOU signed February 2, 1993, between the APWU and U.S. Postal Service.

William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO

Date: 4-6-93

William J. Downes
Manager
Contract Administration
APWU/NPMHU

Date: 4-2-93