

**IOWA POSTAL WORKERS UNION
FALL SEMINAR**



**ARTICLE 12
EXCESSING & REASSIGNMENTS**

**NOVEMBER 18-19, 2006
IOWA CITY, IA**

**ROBERT D. KESSLER/DENNIS TAFF
NATIONAL BUSINESS AGENTS**

Principles Of Reassignments

ARTICLE 12

PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS

Article 12 provides management with the ability to reassign excess employees. Several factors are universal in any application of Article 12. They are:

- 1. Advance notification to the union and employees is required. (12.4.B)
- 2. Dislocation and inconvenience to full-time and Part-time flexible employees must be held to a minimum consistent with the needs of the service. (12.4.A)
- 3. To the extent possible, casual employees working in the affected craft and installation must be separated and PTF hours reduced before excessing. (12.4.D) (12.5.C.5.a. (2) & a.(3))
- 4. A major operational change which has an impact on the work force may trigger application of Article 12. (12.4.B)

IN ADDITION, PLEASE NOTE THE FOLLOWING:

- 5. Occupational group does not apply to the clerk craft. Clerks are identified for reassignment by salary level.
- 6. Article 12.5.D sets aside the part-time regular employee as a separate category for excessing purposes and the reassignment of full-time regulars does not affect this category of employee. However, all provisions of Article 12, Section 5, apply to the reassignment of Part-Time Regulars.
- 7. Incumbents in each best qualified position and salary level will be in a separate category for Article 12 excessing purposes. These categories will be separate from senior qualified positions. (Article 37.3.A.7.d)

12.4.C - requires a request from the union at the national level and makes it clear that the comparative work hour reports are only to be requested in situations where employees have been excessed from an installation. In the event that an analysis of the comparative work hour report indicates that business conditions did not warrant the excessing action, then the excessed employee(s) may have their retreat rights activated. If the parties disagree on the meaning of the work hour report, and management does not activate retreat rights, then the affected employee(s) may file a grievance. An established position need not exist as a vacancy before retreat rights can be offered.

- **12.4.D** In order to minimize the impact on employees in the regular work force, the Employer agrees to separate, to the extent possible, casual employees working in the affected craft and installation prior to excessing any regular employee in that craft out of the installation. The junior full-time employee who is being excessed has the option of reverting to part-time flexible status in his/her craft, or of being reassigned to the gaining installation.

12.4.D - requires separation to the extent possible, of casuals working in the affected craft and installation and the option of reversion to part-time flexible.

ARTICLE 12, SECTION 5 - REASSIGNMENTS

12.5.B PRINCIPLES AND REQUIREMENTS

- **12.5.B.1** Dislocation and inconvenience to full-time and part-time flexible employees shall be kept to the minimum consistent with the needs of the service.
- **12.5.B.2** The Vice-President, Area Operations shall give full consideration to withholding sufficient full-time and part-time flexible positions within the area for full-time and part-time flexible employees who may be involuntarily reassigned. When positions are withheld, local management will periodically review and discuss with the union the results of such review.

12.5.B.2 - provides that after notification to the union at the regional level, residual vacancies are withheld at the same or lower level in all crafts in the affected installation, and vacancies at the same or lower level in surrounding installations. Management may also consider the withholding of vacancies in other crafts at the same or lower level in surrounding installations for the involuntary reassignment of employees identified as excess to the needs of the installation to which assigned.

The affected area within which vacancies should be held will depend on the number of employees being excessed, vacancies available in other crafts within the installation, and attrition rate. (37.3.A.3 & TE MEMO 4.b FOR DEFINITION OF WITHHOLDING).

Part-time flexible employees not working in withheld positions who meet the requirements of the Maximization Memo (39) hours must be converted to full-time. (BURRUS (A2), MEMO (B1), & VEGLIANTE (A3))

PLEASE NOTE: ONLY THE VICE-PRESIDENT, AREA OPERATIONS CAN AUTHORIZE THE WITHHOLDING OF VACANCIES.

However, local management must request area authorization to withhold positions and the request must state the duration of the withholding period, the general number of withheld positions, geographic area, and craft. The total number of positions withheld in both installations, minus reversions, cannot exceed the impact in the losing installation.

This applies only if the employees excessed to another installation remain in the same craft. It does not apply to clerks excessed to another section in the same installation.

- **12.5.B.8** Whenever in this Agreement provision is made for reassignments, it is understood that any full-time or part-time flexible employee reassigned must meet the qualification requirements of the position to which reassigned.
 - **12.5.B.9** Whenever the provisions of this Section establishing seniority are inconsistent with the provisions of the Craft Articles of this Agreement, the provisions of the Craft Articles shall prevail.
 - **12.5.B.10** It is understood that any employee entitled hereunder to a specific placement may exercise such entitlement only if no other employee has a superior claim hereunder to the same position.
- 12.5.B.10 - means that employees may not exercise any right granted under Article 12 to a position, if another employee has a superior claim to that position, such as seniority or incumbency.**
- **12.5.B.11** Surplus/excess U.S. Postal Service Employees—Surplus/Excess U.S. Postal Service employees from non-mail processing and non-mail delivery installations, regional offices, the U.S. Postal Service Headquarters or from other Federal departments or agencies shall be placed at the foot of the part-time flexible roll and begin a new period of seniority effective the date of reassignment. Except as provided in Article 12.2, surplus/excess U.S. Postal Service employees from an APWU bargaining unit in any such facility shall begin a new period of seniority but will retain their full-time or part-time status.

***Reassignment Within An Installation Of Employees
Excess To The Needs Of A Section***

Article 12.5.C.4

4. Reassignment Within an Installation of Employees Excess to the Needs of a Section

- a. The identification of assignments comprising for this purpose a section shall be determined locally by local negotiations. If no sections are established immediately by local negotiations, the entire installation shall comprise the section.
- b. Full-time employees, excess to the needs of a section, starting with that employee who is junior in the same craft or occupational group and in the same level assigned in that section, shall be reassigned outside the section but within the same craft or occupational group. They shall retain their seniority and may bid on any existing vacancies for which they are eligible to bid. If they do not bid, they may be assigned in any vacant duty assignment for which there was no senior bidder in the same craft and installation. Their preference is to be considered if more than one such assignment is available.

Article 12.5.C.5

- c. Such reassigned full-time employee retains the right to retreat to the section from which withdrawn only upon the occurrence of the first residual vacancy in the salary level after employees in the section have completed bidding. Such bidding in the section is limited to employees in the same salary level as the vacancy. Failure to bid for the first available vacancy will end such retreat right. The right to retreat to the section is optional with the employee who has retreat rights with respect to a vacancy in a lower salary level. Failure to exercise the option does not terminate the retreat rights in the salary level in which the employee was reassigned away from the section. In the Clerk Craft, an employee may exercise the option to retreat to a vacancy in a lower salary level only to an assignment for which the employee would have been otherwise eligible to bid.
- d. The duty assignment vacated by the reassignment of the junior full-time employee from the section shall be posted for bid of the full-time employees in the section. If there are no bids, the junior remaining unassigned full-time employee in the section shall be assigned to the vacancy.

***Reduction In The Number Of Employees In An
Installation Other Than By Attrition***

Article 12.5.C.5

Article 12.5.C.5

5. Reduction in the Number of Employees in an Installation Other Than by Attrition

a. Reassignments within installation. When for any reason an installation must reduce the number of employees more rapidly than is possible by normal attrition, that installation:

- (1) Shall determine by craft and occupational group the number of excess employees;
- (2) Shall, to the extent possible, minimize the impact on regular work force employees by separation of all casuals;
- (3) Shall, to the extent possible, minimize the impact on full-time positions by reducing part-time flexible hours;
- (4) Shall identify as excess the necessary number of junior full-time employees in the salary level, craft, and occupational group affected on an installation-wide basis within the installation; make reassignments of excess full-time employees who meet the minimum qualifications for vacant assignments in other crafts in the same installation; involuntarily reassign them (except as provided for letter carriers and special delivery messengers and vehicle service employees in Section C.5.b below) in the same or lower level with seniority, whichever is the lesser of:
 - (a) One day junior to the seniority of the junior full-time employee in the same level and craft or occupational group in the installation to which assigned, or
 - (b) The seniority the employee had in the craft from which reassigned. The 5-year rule does not apply.
- (5) The employee shall be returned at the first opportunity to the craft from which reassigned.
- (6) When returned, the employee retains seniority previously attained in the craft augmented by intervening employment in the other craft.
- (7) The right of election by a senior employee provided in paragraph b(3), below is not available for this cross-craft reassignment within the installation.

5. Do reassigned employees retain retreat rights? The employee has no retreat rights as an option. The Contract requires they be returned at the first opportunity to their former craft in seniority order with other excessed employees who remained in the craft but assigned to other installations.

(See JCIM & Contract Memo)

6. Do they regain their craft seniority? Yes, They regain the previously attained seniority augmented by intervening employment in the other craft.

7. Can a senior employee elect to take the place of a junior employee scheduled to be excessed into another craft within the same installation? No. The right of election of a senior employee to take the place of a junior employee is not available for this cross-craft assignment within the installation.

ARTICLE 12, SECTION C.5.b. 1-6

**REASSIGNMENTS TO OTHER INSTALLATIONS AFTER MAKING
REASSIGNMENTS WITHIN THE INSTALLATION**

If excess junior full-time employees cannot be reassigned to another craft in their own installation, *what occurs?*

- (1.) They are involuntarily reassigned by juniority **with their seniority for duty assignments** to vacancies in the same or lower level in the same craft or occupational group within 100 miles.
 - If no such vacancies exist, reassignment will be made beyond 100 miles after consultation with the union.
 - Employees will be afforded their option of available vacancies by seniority.

If excess employees cannot be reassigned to vacancies in their own craft in accordance with the above, *what occurs?*

- (2.) They are involuntarily reassigned to other crafts in the same or lower level, within 100 miles.
 - **What effect will this have on their seniority standing? They will be required to start a new period of seniority. The Craft Articles, as a result of the 1978 changes in Article 12, now govern.**
- (3.) May a senior full-time employee in the same craft elect to take the place of a junior excess employee? Any senior employee in the same craft or occupational group in the same installation may elect to be excessed in lieu of a junior employee.
 - The employee takes the seniority of the senior full-time employee subject to reassignment if reassigned within the same craft, **or begins a new period of seniority if reassigned to another craft.**

- 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 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 assignments for which the employee(s) would have been otherwise eligible to bid. **If vacancies are available in a specified lower, higher or same salary level, the employee will be given the option. Failure to exercise retreat rights to the first available vacancy terminates such rights. Furthermore, employee(s) electing to retreat to a lower level assignment are not entitled to salary protection.**

(See Contract Memo)

- This language totally changes the procedures for employees to retreat when excessed from their craft and installation. This procedure provides that the excessed employee will indicate on the established local form vacancies to which she/he 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.
- The bidding process of Article 37 will govern the senior bidder and withdrawal procedures. 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.**

APPENDIX A

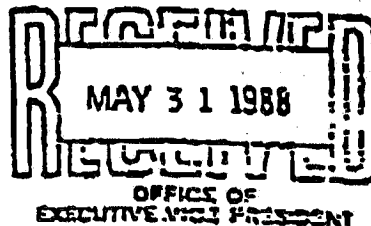
VEGLIANTE LETTER	5/27/1877 (1987)	A1
BURRUS LETTER	2/8/91	A2
VEGLIANTE LETTER	10/28/92	A3
BURRUS LETTER	7/25/91	A4
CAGNOLI LETTER	9/18/91	A5
BENSON LETTER	3/18/91	A6
MAHON LETTER	11/7/89	A7
BURRUS LETTER	11/16/89	A8
BURRUS LETTER	4/28/92	A9
MAHON LETTER	11/10/92	A10
MAHON LETTER	6/11/90	A11
VEGLIANTE LETTER	11/5/92	A12
WEITZEL LETTER	7/11/74	A13
WEITZEL LETTER	1/7/76	A14
GILDEA LETTER	9/9/80	A15
MAHON LETTER	6/27/89	A16
WEITZEL LETTER	3/8/76	A17
ANDREWS LETTER	4/9/76	A18
MAHON LETTER	11/3/89	A19



A1

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

May 27, 1988



Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
1300 L Street, NW
Washington, DC 20005-4107

Dear Mr. Burrus:

This is in response to a question you posed to Joan Palmer of my staff concerning Automation Impact Statements. You asked whether postal installations are required to resubmit a previously approved Automation Impact Statement when changes occur.

The U.S. Postal Service is committed to providing advance notice to the American Postal Workers Union relative to the impact of major new mechanization or equipment upon affected employees. To do this, we must prepare impact statements well in advance of the actual delivery of new mechanization or equipment. At a minimum, the process of preparing an impact statement occurs 120 days prior to the equipment delivery date.

Given the nature of this planning process, projections are subject to change. Therefore, it is our position that when the impact is significantly greater than originally projected, field installations will normally be required to submit a revised impact statement. Once the revision has been approved by U.S. Postal Service Headquarters, a copy will be provided to your office.

Should you have any questions concerning this matter, please contact Joan Palmer on 268-3842.

Sincerely,

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



American Postal Workers Union, AFL-CIO

1700 L Street, NW, Washington, DC 20005

February 8, 1991

Wm Burrus
Executive Vice President
21 842-4246

Dear Mr. Mahon:

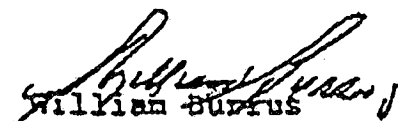
I am advised that local offices are refusing to convert part-time employees to full-time status as per the Maximization Memorandum of Understanding. The reason given is that "positions" are being withheld pursuant to Article 12.

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

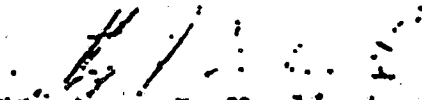
Joseph J. Mahon, Jr.
Asst. Postmaster General
U.S. Postal Service
475 L'Enfant Plaza SW
Washington, DC 20260-4100

WB:rb

- Local Executive Board
- Bill Burrus
Exec. Vice President
- Jim C. Hebrack
Exec. Vice President
- Bill A. Ross
Exec. Vice President
- John D. Wilson
Exec. Vice President
- Bill E. Frazier, Jr.
Exec. Vice President
- Bill A. Ross
Exec. Vice President
- John H. McCallister
Exec. Vice President
- John L. Stevens
Exec. Vice President
- Local Coordinators
- Bill E. Frazier, Jr.
Exec. Vice President
- John "L" Powell
Exec. Vice President
- John E. Moore
Exec. Vice President

demonstrated that the work or part of the work performed by the PTFs was the same work of withheld vacancies.

Sincerely,


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

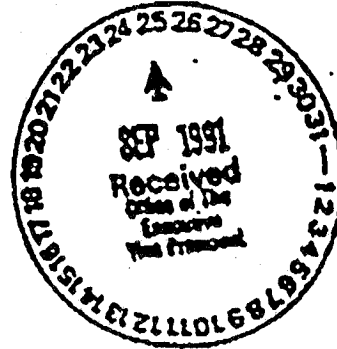


UNITED STATES POSTAL SERVICE
ROOM 9014
475 L'ENFANT PLAZA SW
WASHINGTON DC 20090-4100
TEL (202) 268-3896
FAX (202) 735-3074

A5

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 withheld 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 268-3873.

Sincerely,


Sherry A. Cagnoli



A7

UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20000-4100

November 7, 1989

RECEIVED
NOV 13 1989
OFFICE OF
EXECUTIVE VICE PRESIDENT

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

Dear Mr. Burrus:

In a recent conversation with members of my staff, you indicated that it is the position of the American Postal Workers Union that Article 12, Section 8, of the National Agreement prohibits the involuntary reassignment of part-time flexible employees.

The position of the Postal Service is that the provisions of Article 12.8. do not preclude the involuntary reassignment of part-time flexible employees.

The position of the Postal Service has remained unchanged since at least 1976 when this same question was raised by former APWU Director, Industrial Relations, Emmet Andrews. After being advised of the Postal Service's position on the issue, there is no indication that the APWU pursued the matter any further.

Further, it is the Postal Service's position that a 200 or more man-year facility that has exceeded in accordance with Article 12 shall be in compliance with Article 7.3.A (90/10) at the close of the accounting period in which the excessing has been completed.

Should you have any additional questions concerning this matter, please contact Anthony J. Vegliante at 268-3811.

Sincerely,

Joseph J. Mahon, Jr.
Assistant Postmaster General



A9

American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

IN BURTUS
ONE VICE PRESIDENT
842-4246

April 28, 1992

IN EMPLOYEE BOARD
BY
B

Dear Ms. Cagnoli:

BURTUS
BY VICE PRESIDENT

This is to raise an issue that is of major importance as the Postal Service begins the process of excessing employees in greater numbers. Recent negotiations have been finalized permitting senior employees not subject to excessing to volunteer in lieu of identified junior employees without losing seniority. This agreement is expected to facilitate voluntary movement of employees vs. involuntary which is normally associated with excessing.

CONTRACT
UNIT

A. HALL
IN EMPLOYEE DIRECTOR

D. WILSON
IN CLERK DIVISION

E. FLEMING, JR.
IN MAINTENANCE DIVISION

A. BOLD
IN MVS DIVISION

M. McLEOD
IN SCAM DIVISION

L. SCHWABE
IN MAIL HANDLING DIVISION

The issue is the right of employees, who elect to be involuntarily excessed, to rights and benefits associated with involuntary assignments. The Union interprets the contract as requiring that any employee relocated due to a management action has an entitlement to all rights and benefits associated with such decision. When management determines that the compliment of a facility 'must' be reduced by a specific number of employees an employee's acceptance to be relocated in lieu of another employee does not change the fact that the move is determined by the management action.

IN CONTRACTORS

P. WILSON
IN REGION

E. FLEMING, JR.
IN REGION

IN "L" PROGRAM
IN REGION

LABORATORY
IN REGION

E. MOORE
IN REGION

Voluntary transfers as defined by the parties agreement is a specific action and includes a process of acceptance by the gaining office. The Memorandum included in the National Agreement addresses the specific details. Employees electing to relocate in lieu of junior employees are not covered by the Transfer Memorandum.

A10



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

November 10, 1992

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

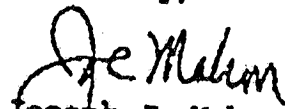
Dear Bill:

This letter is in reference to your April 28 correspondence concerning senior employees who elect to be reassigned in lieu of involuntary reassignment of junior employees.

It is the position of the Postal Service that, except as otherwise provided in the National Agreement, such employees are entitled to the same benefits as employees who are reassigned in the interest of the Postal Service. Article 12.6 and the Memorandum of Understanding regarding transfers do not apply to such employees.

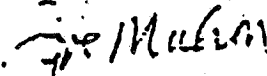
If there are any questions regarding the foregoing, please contact Dan Magazu of my staff at (202) 258-3804.

Sincerely,


Joseph J. Mahon, Jr.
Vice President
Labor Relations

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

Sincerely,



Joseph J. Mahon, Jr.
Assistant Postmaster General



A12

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



JUL 15 1974

EXCESSING

EMPLOYEE AND LABOR RELATIONS GROUP

Washington, DC 20000

July 11, 1974

A13

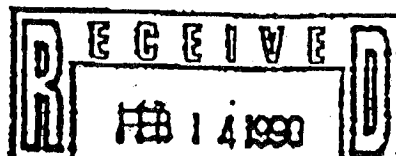
Mr. Emmet Andrews, Director
Industrial Relations
American Postal Workers Union, AFL-CIO
817 - 14th Street, N.W.
Washington, DC 20005

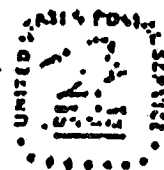
Dear Mr. Andrews:

This is in further response to your letter of June 5, 1974, concerning Appendix A, Section II, Clerk Craft, Subsection C.5.b.(5) relative to a full-time employee changing to a part-time flexible in the same craft or occupational group in lieu of involuntary reassignment to other installations.

When a full-time employee elects to change to part-time flexible in the same craft or occupational group in lieu of involuntary reassignment, such employee should be placed at the top of the part-time flexible roster. The employee takes all of his seniority with him upon the change and ~~accumulates~~ additional seniority as a part-time flexible which seniority goes with him upon any later conversion back to the full-time workforce.

If a full-time employee, junior to the employee who elected to change to part-time flexible as discussed above, is excessed or involuntarily reassigned to another installation, then, this junior employee has a retreat right in accordance with the requirements of Appendix A, Section II, Clerk Craft, Subsection C.5.b.(6). The senior employee who changed to part-time flexible has no "retreat right" to the full-time workforce, but, as is the case with all part-time flexibles, the employee must wait until the employer converts him to a full-time vacancy. However, the senior employee who opted to change to part-time flexible in lieu of reassignment, would take all his seniority with him upon a later conversion to a full-time vacancy. This employee would be slotted into the full-time roster where appropriate and thus, would be senior to any junior employee who had returned to the installation as a result of exercising his retreat right.





EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20560

January 7, 1976

Mr. Emmet Andrews
Director of Industrial Relations
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: Appendix A, Section II, CSb (5)

Dear Mr. Andrews:

This is in response to your letter of December 19, 1975 concerning the rights of an employee who changes to part-time flexible in lieu of being reassigned to another installation.

An employee who has exercised his option pursuant to Appendix A, Section II, CSb (5) to change to part-time flexible in lieu of involuntary reassignment is no different than any other part-time flexible employee. Such employee has no superior right to be converted to a full-time position that may subsequently arise in his installation. Should a full-time position become vacant, management may fill the position by converting a part-time flexible employee from the top of the part-time flexible roster or pursuant to Appendix A, Section II, B2, management may withhold such position for a full-time employee who may be excessed from another installation.

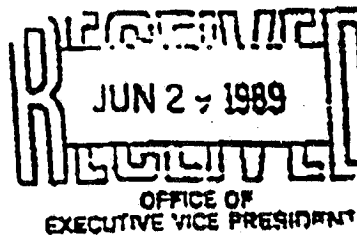
If you have any questions concerning this matter, please advise.

Sincerely,

Dennis R. Weitzel, Director
Office of Contract Analysis
Labor Relations Department



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



JUN 27 1989

Mr. William Burrus
 Executive Vice President
 American Postal Workers
 Union, AFL-CIO
 1300 L Street, NW
 Washington, DC 20005-4107

Dear Bill:

This is in reference to my letter of April 24 which addressed maximization of part-time flexibles when full-time excessed employees have not exercised their retreat rights.

From reading your letter of March 28 and your subsequent telephone discussions with Harvey White of my staff, it is our understanding that your position is that employees who have been excessed from an installation under the provisions of Article 12 of the National Agreement, should be given an opportunity to retreat prior to converting a part-time flexible employee to full-time.

It is our position that an involuntarily reassigned full-time clerk retains the right to retreat, to the first vacancy in the same or lower salary level, in the craft or occupational group in the installation from which reassigned, provided that a written request was filed at the time of such reassignment. Excessed employees shall therefore have the right to retreat before part-time flexible employees are converted to full-time under the maximization procedures of the National Agreement.

Should you have any further questions regarding this matter, please contact Harvey White of my staff on 268-3831.

Sincerely,

Joseph J. Mahon, Jr.

Joseph J. Mahon, Jr.

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applicability of these principles to part-time employees
consistent with the applicability of the same principles to
full-time employees.

Sincerely,

SIGNED

Dennis R. Weitzel, Director
Office of Contract Analysis
Labor Relations Department

bcc:

Mr. Gildea

Mr. Letter

Mr. Gillespie

Mr. Gandal

Mr. Herwill

General Managers, Labor
Relations, All Regions



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UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20020-4100

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, APWU-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