

# Excessing

## The Tools

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Reduction in the number of employees in an installation other than by attrition

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Filing grievances for our members



## Excessing

- The word no one likes to hear.
- A change in job assignment and/or relocation to a new community can be a terrible experience for the worker and the worker's family.
- But, being excessed is certainly preferable to being laid off or terminated.

- Through the language in the contract negotiated with the Postal Service, the APWU has provided for its members the strongest protection against layoffs in American industry.
- Most of this language is found in Article 12 of the CBA and for the most part has never changed.
- At first reading, Article 12 can be hard to understand and downright confusing. In fact, after numerous readings it can still be confusing.

- However, over the years, the APWU has supplied our members with many tools in order to help our stewards and members understand Article 12 and their basic rights when it comes to the unwelcomed change of excessing.

## The Tools

- Articles 12 & 37
- JCIM
- "When Excessing Occurs ... know your rights and benefits"
- Publication 164
- Chapter 44 of the CSRS and FERS Handbook
- CDs and power points
- [www.apwu.org](http://www.apwu.org)

## Article 12.5.C.5

Reduction in the number of employees in an installation other than by attrition

## 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 and they are:

## REASSIGNMENT General Principles

Article 12.4 establishes the following reassignment rules:

- The dislocation and inconvenience to bargaining unit employees be kept to a minimum.
- Reassignments will be made in accordance with Article 12.4 and 12.5.
- Where a major relocation of employees is planned, the parties must meet at the national level at least 90 days in advance of implementation of the plan.
- The Postal Service will provide the APWU information at the national level regarding consolidating postal installations, when those consolidations result in a major relocation of employees.
- Meetings with the union at the area/regional level are required no less than 90 days (six months if possible) in advance of any anticipated reassignments from an installation under Article 12.4.B.

## REASSIGNMENT General Principles

In such case, the union will be advised of the following:

1. The anticipated impact, by craft.
2. The installations with available residual vacancies for the employees to be reassigned.
3. When a new installation is involved, the new installation's anticipated complement by tour and craft.

The above information must be updated periodically and provided to the union at the area/regional level.

(Source: JCIM Article 12, page 3)

## Article 12.4

- Advance notification to the union and employees is required. (12.4.B)
- 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)
- 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)

## Article 12.4.C

Once employees are involuntarily reassigned outside an installation, the union at the Regional level may request from the Area level, a comparative work hour report sixty days after the excessing. If a review of the report does not substantiate that conditions warranted the excessing, employee(s) retreat rights should be activated.

(Source: JCIM Article 12, page 6)

## PROPOSED EXCESSING

Field managers and/or supervisors should not discuss with bargaining unit employees proposed excessing outside the craft or installation until the area/regional parties have held their discussions. This should prevent employees from receiving erroneous information from management or the union, and control the appropriate flow of information.

(Source: JCIM Article 12, page 4)

## AREA/REGIONAL NOTIFICATION

Involuntary reassigning bargaining unit employees outside their craft/installation requires an area/regional 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 principles of Article 12 (reassignment) are met. The first area or regional labor management meeting must be held no less than 90 days prior to the involuntary reassignment.

(Source: JCIM Article 12, page 4)

**Article 12.5.B  
Withholding of Residual Vacancies**

After notification to the union at the area/regional level, residual vacancies are withheld at the same or lower level in all crafts in the affected installation, and residual vacancies at the same or lower level in surrounding installations. Residual vacancies in other crafts at the same or lower level in the losing or surrounding installations may also be withheld for the involuntary reassignment of employees identified as excess to the needs of the installation to which assigned. Article 37.3.A.3 requires the postal service to send written notice to the local APWU president when residual duty assignments are withheld.

**QUESTION  
#38**

**WHAT ACTION MUST  
MANAGEMENT TAKE BEFORE  
EXCESSING FULL-TIME  
EMPLOYEES FROM AN  
INSTALLATION?**

**ANSWER #38**

Management is REQUIRED to:

- > 12.5.C.5.a.1
  - Determine by craft and occupational group, the number of excess employees.
- > 12.5.C.5.a.2
  - Separate all casuals to the extent possible, thus minimizing the impact on the career regular workforce.
- > 12.5.C.5.a.3
  - Reduce part-time flexible hours, to the extent possible, again, to minimize the impact on full-time positions.

**QUESTION  
#39**

**WHO IS DECLARED  
EXCESS?**

## ANSWER #39

- 12.5.C.5.a.4
  - The junior full-time employee in the salary level, craft, and occupational group affected, on an installation wide basis.

## Stewards

- Have "super seniority" protection from excessing (Article 17.3) if qualified for work which remains in tour/station/installation
- Maintain "super seniority" over excessed employee(s) for bidding within the tour/station/installation after excessing has occurred

## Employee Notification

Affected regular work force employees are entitled to an advance notice of not less than 60 days, if possible, before making involuntary details or reassignments from one installation to another.

The language relative to the 60 day notice, "if possible," is not intended to be permissive, but is a requirement. If it is at all possible to provide 60 day notice, then management must do so. When the employee is provided the 60 day notification, the APWU local president will be notified and a copy of the subsequent reassignment letter given to the employee(s) will be sent to the APWU local president at both the gaining and losing installations.

## Employee Notification

Full-time employees who have received a sixty (60) day notification of their proposed excessing from the craft and/or installation are eligible to bid during the interim period on vacant duty assignments for which they would have otherwise been eligible to bid.

(Source: JCIM Article 37, Q&A 67, page 13)

## Relocation Expenses

When involuntary reassignments are made, the affected employees are entitled to receive moving, mileage, per diem, and reimbursement for movement of household goods, as appropriate, if legally payable pursuant to Handbooks F-12 and F-15. For relocation expenses, an employee who volunteers to be excessed in lieu of a junior employee is treated the same as an involuntarily reassigned employee.

## Article 12.5.B

➤ When excessing occurs in a craft, either within the installation or to another installation, the sole criterion for selecting the employees to be excessed is 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.

➤ In addition, other craft employees who are temporarily assigned to the craft undergoing the excessing would have to be returned to their respective crafts.

## Article 12.5.B Light & Limited Duty

An employee in a light/limited duty status will be excessed in the same way that employees in a full duty status are excessed, based on the pay level of the duty assignment that they hold and their seniority. They will receive reasonable accommodation if necessary in their new duty assignment and or installation.

(Source: JCIM Article 12, page 7)

## QUESTION #40

WHERE ARE THEY  
REASSIGNED?



## **ANSWER #40**

- 12.5.C.5.a.4
  - To the extent possible, the excessed full-time employees are e-assigned within the installation to other crafts at the same or lower level.

## **QUESTION #41**

HOW IS THIS ACCOMPLISHED?

## **ANSWER #41**

- Article 12.5.C.5.a(4)
  - Provides for the involuntary reassignment of full-time employees who meet the minimum qualifications by juniority, to residual vacancies in other crafts within the installation.

(Source: JCIM Article 12, page 12)

### **Minimum Qualifications**

Minimum qualifications are usually the requisite entrance examination, a driving license (including a Commercial Driving License-CDL where necessary), an experience requirement, or a demonstration of a skill (e.g. typing).

Please check the qualification standards to determine the minimum qualifications for a particular position.

(Source: JCIM Article 12, page 12)

## **QUESTION #42**

DO THEY RETAIN THEIR  
CRAFT SENIORITY?

## **ANSWER #42**

- NO... Since they are being reassigned to a different craft, they begin a new period of seniority.

## **EXCESSED To Another Craft Within The Installation**

- Begins new period of seniority as FTR
- Receives saved grade pay
- Must return to original craft at same, lower, or higher level
- Regains seniority previously retained augmented by employment in another craft
- Will retreat to former craft on basis of seniority

## **QUESTION #43**

DO THE REASSIGNED  
EMPLOYEES RETAIN  
RETREAT RIGHTS?

## ANSWER #43

If involuntarily reassigned across craft lines within the installation, the employee has no option and must be returned to the first available vacancy. If involuntarily reassigned outside the installation, including across craft lines, the employee can exercise his/her option to return to the vacancy.

## Article 12.5.C.5.a

When an opportunity arises for excessed employees to return to a vacancy in their former craft or installation, **the postal service will contact all excessed employees in seniority order prior to awarding bids in the former installation and the order of return will be based on the seniority standing among all excessed employees, both across craft lines and outside the installation.** If the employee does not meet the minimum qualifications for the vacancy, it will not be considered as an opportunity.

(Source: JCIM Article 12, page 12)

## QUESTION #44

CAN A SENIOR EMPLOYEE ELECT TO TAKE THE PLACE OF A JUNIOR EMPLOYEE SCHEDULED TO BE EXCESSED INTO ANOTHER CRAFT WITHIN THE SAME INSTALLATION?

## ANSWER #44

- 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 12.5.C.5.b**

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

## **QUESTION #45**

**IF THE EXCESSED JUNIOR  
FULL-TIME EMPLOYEE CANNOT  
BE ASSIGNED TO ANOTHER  
CRAFT IN HIS/HER OWN  
INSTALLATION, WHAT  
OCCURS?**

## **ANSWER #45**

- Article 12.5.C.5.b(1) provides for the involuntary reassignment of full-time employees by juniority to other installations to residual vacancies in the same or lower level in the APWU crafts.
- Management designates the available residual vacancies and if a sufficient number is not identified within 100 miles of the losing installation, consultations with the affected union is required.

## **QUESTION #46**

**MAY A SENIOR FULL-TIME  
EMPLOYEE IN THE SAME  
CRAFT ELECT TO TAKE THE  
PLACE OF A JUNIOR EXCESS  
EMPLOYEE?**

## **ANSWER #46**

- Any senior clerk craft employee in the same level and status in the same installation may elect to be excessed in lieu of a junior employee.
- However, the senior employee electing to be excessed in lieu of a junior employee forfeits his/her retreat rights.

## **Volunteers in Lieu of Excessed**

Senior full-time or part-time regular clerks who elect to be reassigned to the gaining installation will take their seniority with them. Reassignment of those full-time or part-time regular clerks shall be treated as details for the first 180 days to avoid inequities in the bidding of duty assignments by full-time or part-time regular clerks in the gaining installation.

(Source: Article 37.2.D.6.a.2)

## **QUESTION #47**

WHO GETS PREFERENCE IN THE EVENT THAT TWO OR MORE RESIDUAL VACANCIES ARE SIMULTANEOUSLY AVAILABLE?

## **ANSWER #47**

If more than one vacancy is available for the full-time employees subject to involuntary reassignment, the senior of those junior employees to be reassigned is given first choice.

## QUESTION #48

IN ORDER TO AVOID EXCESSING, MAY A FULL-TIME EMPLOYEE ELECT TO CHANGE TO PART-TIME FLEXIBLE STATUS AND REMAIN IN HIS/HER OWN INSTALLATION?

## ANSWER #48

- Excess full-time employees have the option to revert to part-time flexible status in lieu of involuntary reassignment and such employee is placed on the part-time flexible roster in accordance with their seniority.

## QUESTION #49

DOES A FULL-TIME EMPLOYEE EXCESSED TO ANOTHER INSTALLATION HAVE RETREAT RIGHTS?

## ANSWER #49

- In the clerk craft (Article 37, Section 2.D.5.c); an employee involuntarily reassigned is entitled, at the time of such reassignment, to file a written request for retreat rights.
- The request must indicate whether the employee desires to retreat to the same, lower, and/or higher level duty assignment and, if so, what salary level(s). The written request for retreat rights shall serve as a bid for all vacancies in the former installation in the level from which reassigned, and for residual vacancies in the other levels for which the employee has expressed a desire to retreat. If vacancies are available in a specified lower, higher or same salary level, the employee will be given the option.

### Excessed Employee Options:

- > Junior employee identified by category, level and craft
- > Employees offered same or lower level within affected installation, within same or other crafts
- > If no position available, employees offered same craft in surrounding installations
- > If no position available, employees offered same or lower level in other crafts in surrounding installations

### EXCESSED To Another Craft Within The Installation:

- > Begins new period of seniority as FTR
- > Receives saved grade pay
- > Must return to original craft at same, lower, or higher level
- > Regains seniority previously retained augmented by employment in another craft
- > Will retreat to former craft on basis of seniority

### Excessed Employee Options

If to same craft in surrounding installation:

- > Shall have retreat rights to same, lower, or higher level positions from installation excessed from
  - Retreat rights will serve as a bid for the same level *initial vacancy* for which employee was excessed from
  - Retreat rights will serve as bid for *residual vacancies* to lower or higher level jobs

### EXCESSED! You ARE Excessed:

PROS	CONS
Remain FTR	To different facility
Will have retreat rights	Different hours, off days
50 + miles, relocation expenses	No relocation expenses upon retreat
Have a job	Leave your home
May decline retreat rights	Only receive 60 day notice
Keep saved grade	

## Excessing Option

FTR Opts to be PTF

PROS	CONS
Retain Seniority	Hours cut
Be Sr. PTF	No guarantee of conversion
Optional - not forced	Retreat rights offered to excessed FTR before conversion
If converted would jump ahead of junior FTR if applicable	2-4 hours per pay period
	May be excessed as PTF

## FTR Option in Lieu of Excessing:

PROS	CONS
Transfer with FTR status	No retreat rights
Reassign with full seniority	No bidding for 180 days
50 + miles relocation expenses	New residence
You have a duty assignment with hours and off days	Only receive 60 day notice

## Filing Grievances for our Members

## Article 12 Excessing Grievances

- > When we receive the impact statement
- > When the employee receives 60 day letter
- > When the employee is excessed
- > After receiving the Comparative Work Hour Report



## The Impact Statement

(Excessing of a full-time employee)

- The impact statement shows only a minimal reduction of PTF hours.

Article 12; 7.B & C; 19

- The impact statement claims the reason for excessing is due to reduced mail volume and/or removal of a machine but they abolish a window clerk position.

Article 12; 7.B & C; 37; 19

- The impact statement/reports indicate that the PM will be increasing the amount of work that they have historically performed.

Article 12; 1.6.B; 7.B & C; 37; 19

## The Impact Statement

(Excessing of a Part-time Flexible Employee)

- The impact statement/reports indicate that the PM will be increasing the amount of work that they will have historically performed.

Article 12; 1.6.B; 19

- The impact statement/reports indicate that the Postal Service plans to excess the only PTF and replace them with a PMR.

Article 1; 7; 8; 12; 19; 37

## When Employee receives 60 day letter

(Article 12; 37; 19)

- If the wrong employee receives a letter
- If the employee is not offered all positions within the area
- If the employee is being excessed outside of the installation and there are positions in other crafts within the installation
- If all senior employees are not offered an opportunity to be reassigned excessed in place of the junior employee.

## After the excessing occurs

(Excessing of a full-time employee)

File an additional grievance(s):

- If PTF hours were not reduced
- If they abolish a window clerk position
- If the PM increases the amount of work that they have historically performed
- If members of other crafts, casuals, dual appointments or PMRs perform clerk work.

## After the excessing occurs

(Excessing of a part-time flexible employee)

- File an additional grievance(s):
- If the PM increases the amount of work they have historically performed.
- File a cross-craft grievance if members of other crafts, casuals, dual appointments or PMRs perform clerk work.
- If the only clerk is excessed.
- When a PMR is hired.

(charts & guidelines)

## Documentation

(Prior to excessing)

- Time cards/records of the PTF(s) in question for at least the last 12 weeks.
- Copies of schedules.
- Copy of the 1.6.B survey, if available.
- Statements from the clerk(s) and postmaster as to how long the employee(s) has worked at that location and the amount of hours they have normally worked over the past years.

## After the excessing

Information and documentation on who is performing the bargaining unit work that the excessed PTF(s) was performing. (Postmaster, city carriers, RCAs, casuals, dual appointments, PMR)

- Statements
- Time cards/records, work hour transfers and work schedules of the individual(s) performing the work in question.
- Form 50(s)

## Remedy

- Cease and desist the violations of the above mentioned articles. Return the PTF to the office. Make the PTF whole for all lost wages and benefits, including but not limited to out-of-schedule pay (or 50% premium) for all hours worked outside the operating hours of the office he/she was excessed from. Compensate the PTF for all travel time and mileage to and from the offices he/she is excessed to.

## Comparative Work Hour Report

- If a review of the report does not substantiate that business conditions warranted the action take, such employees shall have their retreat rights activated. If the retreat right is denied, the employees have the right to the grievance/arbitration procedure. (Article 12.4.C)

***Thank you for your participation!***

*Bob Kessler & Dennis Taff*

