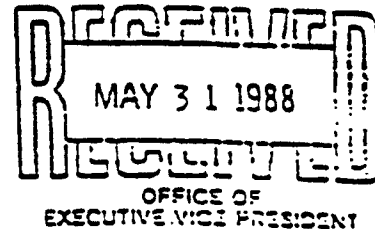




A1

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

May 27, 1877



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

APWU

A2

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:

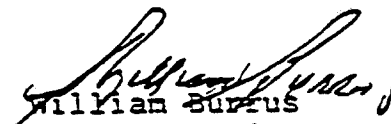
I am advised that local offices are refusing to convert part-time employees to full-time status as per the Maximization Memorandum of Understanding. The reason given is that "positions" are being withheld pursuant to Article 12.

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

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Executive Vice President

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Director, MVS Division

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Director, SCIM Division

Norman L. Steward
Director, Mail Handler Division

Regional Coordinators

James P. Williams
Central Region

Philip C. Penning, Jr.
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Andre Salisbury
Southern Region

Rayford E. Moore
Western Region



A3

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

October 28, 1992

NOV 1992
Received
Office of the
Executive
Vice President

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

Re: Memorandum of Understanding (MOU),
Conversions under the Maximization Memorandum

Dear Bill:

A USPS-APWU MOU, entitled Conversions under the Maximization Memorandum, was disseminated to the field. Since its distribution, field personnel as well as local union officials have raised questions regarding the intent of the MOU.

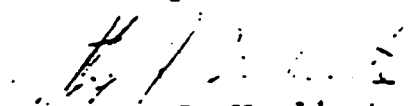
During a recent telecon between you, Bill Downes and me, we discussed the MOU dated August 19, 1992, and agreed that the following examples represent the parties' understanding of the MOU:

Where part-time flexible (PTF) employees qualify under the provisions of the maximization memo, the senior PTF will be converted, unless the work performed was the same work being withheld pursuant to Article 12. Such work will not count towards maximization qualification. If a PTF worked 40 hours in a week; but the PTF worked for 5 hours on an assignment which was being withheld, those 5 hours would not count towards qualification and the PTF would not qualify under the MOU.

The number of PTFs converted under this MOU should not be controlled solely by the number of vacancies being withheld at an installation unless it can be

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



A4

American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

July 25, 1991

William Burns
Executive Vice President
(202) 842-4246

Dear Ms. Cagnoli:

Article 12 provides for the employer's right to withhold vacancies for anticipated excessing to accommodate 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 Burns
Executive Vice President

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

WB:rb

National Executive Board
Max Blum
President

William Burns
Executive Vice President

Thomas C. Holbrook
Secretary-Treasurer

James A. Hall
Staff Relations Director

Kenneth O. Wilson
Director, Civil Division

Thomas E. Freeman, Jr.
Director, Maintenance Division

Donald A. Ross
Director, MVS Division

George M. McKelvey
Director, SDA Division

Norman L. Schwarz
Director, Mail Handler Division

Regional Coordinators

James P. Williams
Central Region

Philip C. Fennell, Jr.
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Andre Salisbury
Southern Region

Raymond E. Moore
Western Region

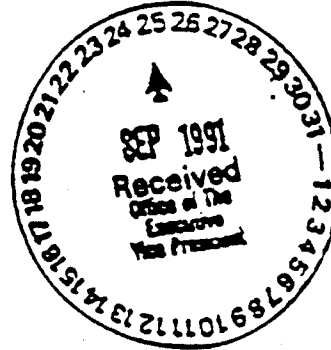


UNITED STATES POSTAL SERVICE
ROOM 9034
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100
TEL (202) 254-3818
FAX (202) 254-3074

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

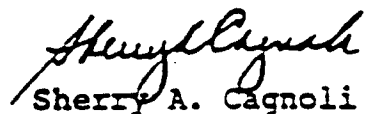
Dear Bill:

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 268-3823.

Sincerely,


Sherry A. Cagnoli





A6

THE DEPUTY POSTMASTER GENERAL
Washington, DC 20250-0000

March 13, 1983

MEMORANDUM FOR REGIONAL POSTMASTERS GENERAL

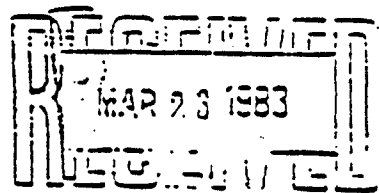
SUBJECT: 90/10 Staffing

Article 7, Section 3A of the USPS-APWU/NALC National Agreement requires that all postal installations which have 200 or more man years of employment in the regular work force be staffed with 90% full-time employees. To ensure compliance with this provision, each affected installation is to be notified to make a staffing review each accounting period.

If upon review, an affected installation is not in compliance, immediate action is to be taken to comply with the 90% full-time requirement. It should be noted, however, that pursuant to Article 12, Section SB2 of the USPS-APWU/NALC National Agreement, the withholding of positions to accommodate excess employees is permitted. Except for those positions being withheld to accommodate reassigned employees the installation must be staffed with 90% full-time employees. This staffing requirement is a firm commitment, and failure to comply is unacceptable.


C. Neil Benson

cc: Joseph F. Morris
James C. Gildea
Harry Penttala
Eugene C. Hagburg



OFFICE OF
EXECUTIVE VICE PRESIDENT

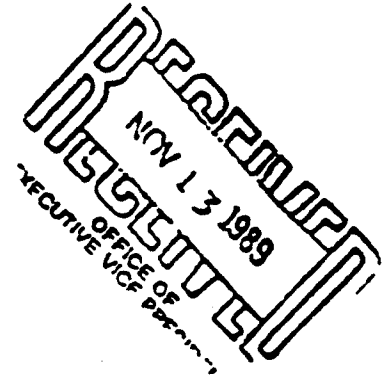


A7

UNITED STATES POSTAL SERVICE

Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

November 7, 1989



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 manyear facility that has excessed 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



A8

American Postal Workers Union, AFL-CIO

1300 L Street, N.W., Washington, DC 20005

November 16, 1989

William Burrus
Executive Vice President
202) 842-4246

Dear Mr. Mahon:

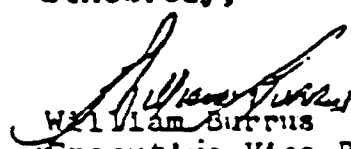
This is to respond to your letter of November 7, 1989 regarding the involuntary reassignment of part-time flexible employees and the requirement that the employer be in compliance with Article 7.3A (90/10) under the circumstances discussed.

The employer's position on Article 7.3A is consistent with the parties understanding in our discussions and the Union concurs.

Regarding the employers position on Article 12, Section 5C8, the provisions for the involuntary excessing of part-time flexible employees is governed by the established "quota" of PTF employees "for the craft.....". Therefore, the application of the excessing procedures is limited by the quota of full-time to part-time employees per craft. The parties have not discussed the quota applicable for staffing of craft compliments and I await the employer's views on the number to be applied.

Notwithstanding, the exchange of positions on this subject between Emmett Andrews and Dennis Weittel the Union interprets Article 12.5C8 as limiting the involuntary excessing of PTFs to those employees beyond the quota.

Sincerely,


William Burrus
Executive Vice President

Joseph J. Mahon, Jr.
Assistant Postmaster General
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

WB:rb

CR

- William Burrus
Executive Vice President
- Joseph C. Holbrook
Secretary-Treasurer
- Thomas A. Nord
1 Relations Director
- D. Wilson
Civil Division
- Richard L. Wines
Director, Maintenance Division
- Charles A. Ross
Director, MVS Division
- George H. McLaughlin
Director, SCM Division
- Norman L. Stewart
Director, Mail Handling Division
- Regina C. Williams
Central Region
- Philip C. Fanning, Jr.
Eastern Region
- Lawrence G. Gachette III
Northwest Region
- Arthur L. Stribling
Southern Region
- Raymond E. Moore
Western Region



A9

American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

William Burnus
Executive Vice President
(202) 842-4246

April 28, 1992

National Executive Board
Vice Biller
President

William Burnus
Executive Vice President

Douglas C. Holbrook
Treasurer

James A. Neri
Industrial Relations Director

Kenneth O. Wilson
Director, Clerks Division

Thomas K. Freeman, Jr.
Director, Maintenance Division

Donald A. Ross
Director, MVS Division

George H. McInerney
Director, SDA Division

Norman L. Schwartz
Director, Mail Handler Division

Regional Coordinators

James P. Williams
Central Region

Philo C. Fleming, Jr.
Eastern Region

Elizabeth "Liz" Powers
Northeast Region

Archie Salisbury
Southern Region

Raydell R. Moore
Western Region

Dear Ms. Cagnoli:

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.

The issue is the right of employees, who elect to be involuntary 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.

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.

Please respond with the employer's interpretation of the above cited provisions in order that it may be determined whether or not a dispute exist between the parties. It is requested that you give this issue your prompt attention that it may be resolved at the earliest possible time.

Sincerely,

William Burrus

William Burrus

Executive Vice President

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

WB:rb



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.

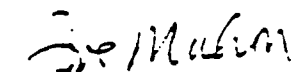
If there are any questions regarding the foregoing, please contact Dan Magazu of my staff at (202) 268-3804.

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,

A handwritten signature in dark ink, appearing to read "Joe Mahon". The signature is written in a cursive, slightly stylized font.

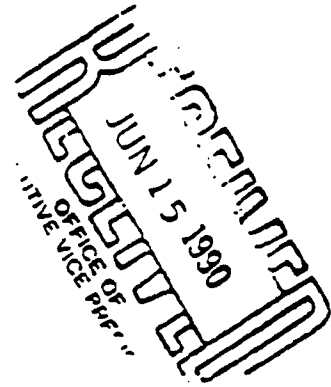
Joseph J. Mahon, Jr.
Assistant Postmaster General



A11

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

June 11, 1990



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

Dear Bill:

This letter is in response to your April 18 correspondence requesting management's interpretation of the contract as it applies to the assignment of ill or injured employees when excessing occurs.

Management's interpretation of Article 12 of the contract is that, when excessing occurs in a craft, either within the installation or to another installation, the sole criteria 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 the case of other craft employees who are temporarily assigned to the craft undergoing the excessing, they would have to be returned to their respective crafts. This is in accordance with the provisions of Article 13, Section 4.C. which reads:

- The reassignment of a full-time regular or part-time flexible employee to a temporary or permanent light duty or other assignment shall not be made to the detriment of any full-time regular on a scheduled assignment or give a reassigned part-time flexible preference over other part-time flexible employees."



A12

UNITED STATES POSTAL SERVICE
115 L'ENFANT PLAZA S.W.
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:

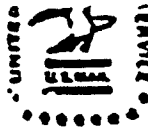
This letter is in reference to your correspondence regarding superseniority of stewards following excessing.

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 20260

July 11, 1974

A13

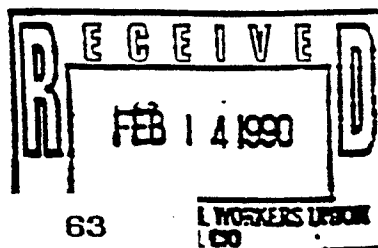
Mr. Emmet Andrews, Director
Industrial Relations
American Postal Workers Union, AFL-CIO
817 - 14th Street, N.W.
Washington, DC 20005

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.



Please feel free to contact this office if you have any additional questions concerning this matter.

Sincerely,

A handwritten signature in cursive script, reading "Dennis R. Weitzel". The signature is written in dark ink and is positioned above the typed name and title.

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



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, C5b (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, C5b (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



A15

RECEIVED BY

SEP 10 1980

INDUSTRIAL
RELATIONS

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

September 9, 1980

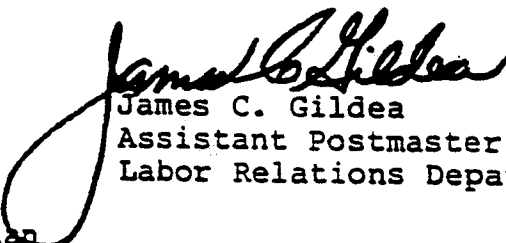
Dear Mr. Newman:

This is in response to your letter of August 18, 1980, concerning the seniority policy for a full-time regular (FTR) employee who exercises the option to change to part-time flexible (PTF) status in lieu of involuntary reassignment under Article XII, Section 5.C.5.b.(5).

Determination of seniority stems from language appearing in craft articles which specify when seniority is retained or lost. Since such contract language does not require a loss of seniority for the FTR employee who opts to change to PTF status in the same craft and installation, such an employee retains his craft seniority on the PTF seniority list.

Mr. Weitzel's letter of January 7, 1976 to Mr. Andrews, merely points out that such an employee is considered for conversion to FTR status based upon his seniority standing on the PTF seniority list and not because of any assumed favored status.

Sincerely,

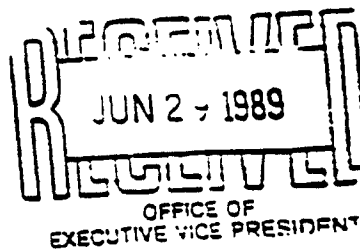


James C. Gildea
Assistant Postmaster General
Labor Relations Department

Mr. Forrest M. Newman
Director, Industrial Relations
American Postal Workers Union, AFL-CIO
817 - 14th Street, N.W.
Washington, D.C. 20005



UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Entant 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.
Assistant Postmaster General



ARTICLE	12
SECTION	5 C 7 / 8
SUBJECT	180 DAY DETAIL

EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20250

March 3, 1976

A17

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

Dear Mr. Andrews:

This is in further response to your letter of January 6, 1976 concerning the application of certain provisions of Appendix A of the 1975 Agreement.

You indicate it is the position of the American Postal Workers Union that the reassignment of a clerk craft employee pursuant to Appendix A, Section II, C, 5, b should be treated as a detail for the first 180 days. As Mr. Gillespie and I explained to you and John Morgen at a January 19 meeting, we fail to see where the Agreement provides for the application of the 180 day rule to all reassignments outside of the installation. It is our position that the 180 day rule is intended to be applied under the circumstances set forth in Section II, C, 7 and under circumstances encompassed by Section II, B, 7. Under all other circumstances, an employee reassigned to another installation would be eligible to exercise his seniority for preferred duty assignment immediately upon reassignment. If it had been the intent of the parties to apply the 180 day rule to situations encompassed solely by Section II, C, 5, b then we believe it would have been expressly stated in that particular provision.

In reference to the issue you raised concerning the application of various sections of Appendix A, Section II, C.8, which concerns the reassignment of part-time flexible employees, our review does not indicate that the language precludes the involuntary reassignment of part-time flexible employees. In any case, however, the seniority of a part-time flexible employee who is reassigned, whether voluntarily or involuntarily, would be established by Section II, C.8, b or c, whichever is applicable. We further believe that Paragraphs 8, e, f and g are only applicable to part-time flexibles who are involuntarily reassigned. The

2

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

Sincerely,

SIGNED

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

bcc:

Mr. Gildea

Mr. Letter

Mr. Gillespie

Mr. Gandal

Mr. Merrill

General Managers, Labor
Relations, All Regions



American Postal Workers Union, APWU

817 14TH STREET, N. W., WASHINGTON, D. C. 20005

12137

A18

April 9, 1976

Mr. Dennis Weitzel
Director
Office of Contract Analysis
Labor Relations Department
U. S. Postal Service
Washington, D. C.

Dear Mr. Weitzel:

I have been studying your letter of March 8, 1976 relative to our areas of disagreement regarding the application of Appendix A, Section II. On this occasion I am at a loss to understand your interpretation of Appendix A, Section C 8, which concerns the reassignment of part-time flexible employees.

I concur with your conclusion that there is nothing in the language of C 8 which precludes the involuntary reassignment of part-time flexible employees. The language of C 8, in my opinion, deals only with the options available to a part-time flexible employee after management has declared him excess. Since employees do not declare themselves excess, it seems to me that any action taken by management in declaring employees excess makes the action involuntary. The selection of an employee of an office or craft in which to seek refuge has nothing to do with the excessing action. It further appears to me that you are confusing the issue with the request of an employee to be transferred to another craft or another office.

Once a part-time flexible is declared excess, C 8 provides some options which he may exercise if positions are declared available by management. It seems to me that there would be no purpose in C 8 whatsoever if you eliminate the protections outlined in the several items regarding seniority and retreat rights.

I will be available to discuss this matter with you, should you desire, but I do ask that you reconsider your interpretation as a result of this letter.

Sincerely yours,

Emmet Andrews, Director
Industrial Relations



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UNITED STATES POSTAL SERVICE

**Labor Relations Department
475 L'Entree Plaza, SW
Washington, DC 20260-4100**

November 3, 1989

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

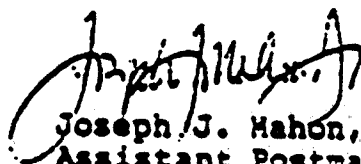
SUBJECT: Excessing Employees

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