



UNITED STATES POSTAL SERVICE
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127

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



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.

National Executive Board

Moe Bitter
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. McKeithen
Director, SDM Division

Norman L. Steward
Director, Mail Handler Division

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

Regional Coordinators

James P. Williams
Central Region

Philip C. Fleming, Jr.
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Archie Salisbury
Southern Region

Raydell R. Moore
Western Region

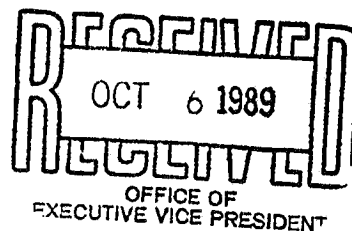
Sherry A. Cagnoli
Asst. Postmaster General
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

WB:rb



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

OCT 04 1989




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

William P. ...
 American Postal Workers
 Union, AFL-CIO

9-20-89
 (Date)

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
<u>AFFECTED/ZONE ASSOCIATE OFFICE</u>	<u>CURRENT (WK HRS)</u>	<u>PROPOSED (WK HRS)</u>	<u>DAILY SAVINGS (WK HRS)</u>

- * B = CURRENT PRODUCTIVITY RATE (MPLSM OR MANUAL)
- * B = 8,000 + ADDITIONAL MLOC 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 positions 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

