

CROSS CRAFT REASSIGNMENTS

The former language provided that excessed employees had to be reassigned within their craft up to 100 miles before considering reassignments to other crafts within 100 miles. The new language provides for the reassignment of APWU represented employees to other APWU crafts within 100 (previous and current language provides for the reassignment beyond 100 miles after consultation at the regional level). If more than one assignment is available employees will select based on seniority. This eliminates the right of management to reassign an employee receiving saved grade to a vacancy in their former level, if other assignments are available to which the employee would prefer assignment.

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

Re: H7C-NA-C 72
W. Burrus
Washington, DC 20005

Dear Mr. Burrus:

On March 9, 1990, we met to discuss the above-captioned case at the fourth step of our contractual grievance procedure.


The issue in this grievance is whether PTF employees may be assigned across craft lines without satisfying the limitations of Article 7.2 of the National Agreement.

During our discussion, we mutually agreed that the assignment of PTF employees across craft lines is controlled by the express language of Article 7.2 of the National Agreement as interpreted by national level arbitrators. We further agreed to fully and finally settle this grievance and close the case on this basis.

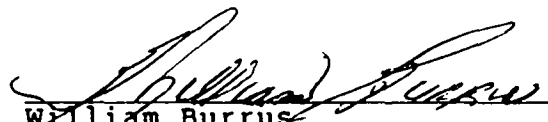
Please sign and return the enclosed copy of this letter indicating that the APWU concurs with this interpretation and as your acknowledgment of agreement to close this case.

Time limits were extended by mutual consent.

Sincerely,



Arthur Wilkinson
Grievance & Arbitration
Division



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

DATE 4/4/90

MEMORANDUM OF UNDERSTANDING
 BETWEEN THE
 UNITED STATES POSTAL SERVICE

AND

AMERICAN POSTAL WORKERS UNION, AFL-CIO

Re: Cross Craft Reassignments

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

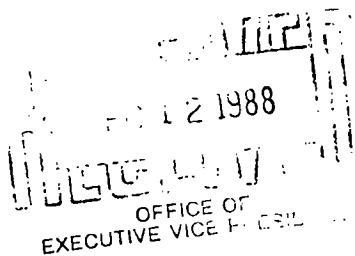
This memorandum does not affect any other rights that Motor Vehicle Craft employees may possess under the provisions of Article 12.

Sherry A. Cagnoli
 Sherry A. Cagnoli
 Assistant Postmaster General
 Labor Relations Department

Date: 8/19/92

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

Date: 8/18/92



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

Mr. Lawrence G. Hutchins
 Vice President
 National Association of
 Letter Carriers, AFL-CIO
 100 Indiana Avenue, N.W.
 Washington, DC 20001-2197

DEC 5 1988

Re: Class Action
 Garnett, KS 66032
 H4N-4H-C 27353

Dear Mr. Hutchins:

On October 19, 1988, a meeting was held with the NALC Director of City Delivery, Brian Farris, to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether a violation occurs as a result of the assigning of a clerk to carrier craft duties in the Garnett, Kansas facility.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We agree that the Memorandum of Understanding which states:

"It is understood by the parties that in applying the provisions of Articles 7, 12 and 13 of the 1984 National Agreement, cross craft assignments of employees, on both a temporary and permanent basis, shall continue as they were made among the six crafts under the 1978 National Agreement,"

does not affect or change the provision of Articles 7, 12 and 13 but instead, merely specifies the crafts to which they will be applied.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, including arbitration if necessary.



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

Mr. Lawrence G. Hutchins
 Vice President
 National Association of Letter
 Carriers, AFL-CIO
 100 Indiana Avenue, N.W.
 Washington, DC 20001-2197

July 11, 1988

Re: H1N-3A-C 32186
 Arlington, TX

H4N-5K-C 14026
 Glendale, AZ

Dear Mr. Hutchins:

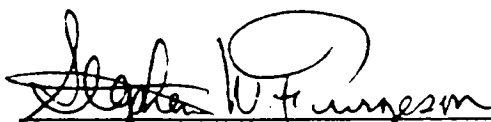
On July 6, 1988, we held prearbitration discussions of the above-referenced grievances.

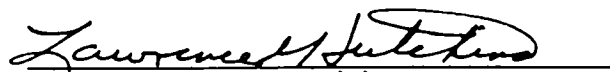
During our discussion, we mutually agreed to the continued application of the principles contained in the June 22, 1976, Memorandum to the Regional Postmasters General on the subject of "Utilization of Casual Employees" by James V.P. Conway, the then Senior Assistant Postmaster General, with the understanding that the crossing of craft lines by part-time flexibles or full-time employees must meet the qualifying conditions outlined in Article 7.2 of the National Agreement.

We further agreed to remand the above-captioned cases to step 3 (regional level) for a facts application of the above cited understanding of the parties and consistent with the applicable national level arbitration decisions.

Please sign and return the enclosed copy of this letter acknowledging your agreement to remand these cases, withdrawing these cases from the national arbitration listings.

Sincerely,


 Stephen W. Furgeson
 General Manager
 Grievance and Arbitration
 Division


 Lawrence G. Hutchins
 Vice President
 National Association of Letter
 Carriers, AFL-CIO



SENIOR ASSISTANT POSTMASTER GENERAL
EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC. 20260

June 22, 1976

MEMORANDUM TO: Regional Postmasters General

SUBJECT: Utilization of Casual Employees

As a result of a number of grievances received by this office, it is necessary to reaffirm the responsibilities of the U. S. Postal Service pursuant to the provisions of the National Agreement regarding the utilization of casual employees. The provisions in Article VII, Section 1 B 1 of the 1975 National Agreement state in part, "during the course of a service week, the employer will make every effort to ensure that qualified and available part-time flexible employees are utilized at the straight time rate prior to assigning such work to casuals."

This provision requires that the employer make every effort to ensure that qualified and available part-time employees with flexible schedules are given priority in work assignments over casual employees. Exceptions to this priority could occur, for example, (a) if both the part-time flexible and the casual employee are needed at the same time, (b) where the utilization of a part-time flexible required overtime on any given day or where it is projected that the part-time flexible will otherwise be scheduled for 40 hours during the service week, or (c) if the part-time flexible employee is not qualified or immediately available when the work is needed to be performed.

Furthermore, in keeping with the intent of the National Agreement that casuals are to be utilized as a supplemental work force, every effort should be made based on individual circumstance to utilize part-time flexible employees across craft lines (see Article VII, Section 2) in lieu of utilizing casual employees.

Please ensure that local officials are made aware of these guidelines concerning the utilization of casual employees.

James V. P. Conway
James V. P. Conway

cc: Regional Directors, E&LR
Mr. Roiger
Mr. Dorsey