

MAXIMIZATION MEMORANDUM

Provides that PTFs that work 39 hours a week over any 5 day period for 6 consecutive months require the conversion of the senior PTF to full-time flexible schedule.

The only exception is, if the assignment that the PTF worked had been properly identified as a "residual" withheld vacancy to accommodate future excessed full time employees.

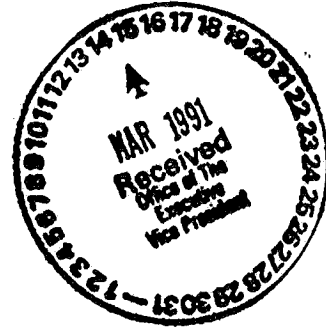
Once a PTF has qualified pursuant to the Memo, management may establish a full time assignment and post it for bid, but they cannot deny the conversion of the senior PTF. The assignment must have been identified as residual and withheld prior to the PTF qualifying pursuant to the Memo.



UNITED STATES POSTAL SERVICE
ROOM 9014
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100
TEL (202) 268-3816
FAX (202) 268-3074

SHERRY A. CAGNOLI
ASSISTANT POSTMASTER GENERAL
LABOR RELATIONS DEPARTMENT

March 8, 1991



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

Dear Mr. Burrus:

This letter responds to your correspondence of February 8 and 14 to Joseph Mahon requesting the Postal Service's position regarding the conversion of PTF's under the Memorandum Of Understanding.

Your position is not entirely clear despite your clarifying letter of February 14. Since this issue is one that may have a continuing future impact due to automation, it is important that your position be clearly understood. We believe that a meeting between the parties for the purpose of information sharing and to ensure that we clearly understand the issue as you presented it is necessary.

Please contact Anthony J. Vegliante of my staff at 268-3811 to arrange a meeting.

Sincerely,


Sherry A. Cagnoli



OFFICIAL OLYMPIC SPONSOR
36 USC 360



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

William Burrus
Executive Vice President
(202) 842-4246

February 14, 1991

Dear Mr. Mahon:

National Executive Board

Moe Miller
President

William Burrus
Executive Vice President

Douglas C. Holbrook
Secretary-Treasurer

Thomas A. Neill
Industrial Relations Director

Kenneth D. Wilson
Director, Clerk Division

J. Freeman, Jr.
Director, Maintenance Division

Donald A. Ross
Director, MVS Division

George N. McKeithen
Director, SDM Division


Norman L. Steward
Director, Mail Handler Division

By letter of February 8, 1991, I inquired of the USPS' position on the conversion of PTFs under the Maximization Memorandum. I conveyed the Union's position that such conversions were unaffected by the withholding of vacancies pursuant to Article 12.

This is to clarify that it is the Union's position that such conversions may be withheld (within the number of withheld positions) as identified at the regional level. Employees meeting the maximization criteria and whose conversions would not reduce the number of identified withheld positions are entitled to conversion pursuant to the procedure.

Please respond to the issue as clarified by this letter.

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

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

WB:rb



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:

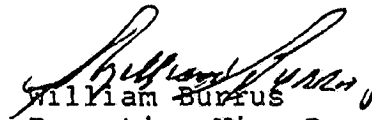
I am advised that local offices are refusing to convert part-time employees to full-time status as per the Maximization Memorandum of Understanding. The reason given is that "positions" are being withheld pursuant to Article 12.

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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President

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Secretary-Treasurer

Thomas A. Neill
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Northeast Region

Archie Salisbury
Southern Region

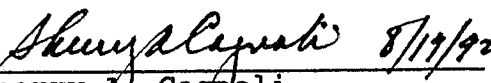
Raydell R. Moore
Western Region

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
AMERICAN POSTAL WORKERS UNION, AFL-CIO

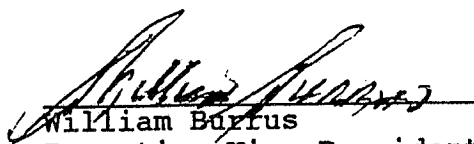
Re: Conversions under the Maximization Memorandum

As discussed, when a full-time assignment(s) is being withheld in accordance with Article 12, the subsequent backfilling of the assignment(s) will not count towards the time considered for maximizing full-time duty assignments, in accordance with the Memorandum of Understanding.

The parties also recognize that employees are to be converted to full-time consistent with the memorandum, provided the work being performed to meet maximization qualification is not being performed on assignments(s) described above.



Sherry A. Cagnoli
Assistant Postmaster General
Labor Relations Department
U.S. Postal Service



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



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

RECEIVED

FEB 22 1988

APWU
 CLERK DIVISION

Mr. Cliff J. Guffey
 Assistant Director
 Clerk Craft Division
 American Postal Workers
 Union, AFL-CIO
 1300 L Street, N.W.
 Washington, DC 20005-4107

FEB 19 1988

Re: Local
 Renton, WA 98055
 H4C-5R-C 34076

Dear Mr. Guffey:

On February 10, 1988, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management should consider paid leave hours when implementing the maximization provisions of Article 7.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. For conversion under the provisions of the Article 7 Memorandum of Understanding leave will be counted toward the 39 hour requirement provided it is not taken solely to achieve full-time status. In addition, all other provisions of the Article 7 Memorandum of Understanding must be met in order to convert the senior part-time flexible to full-time.

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

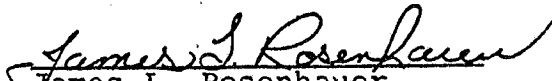
Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.


Mr. Cliff J. Guffey

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Time limits were extended by mutual consent.

Sincerely,


James L. Rosenhauer
Grievance & Arbitration
Division


Cliff J. Guffey
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO



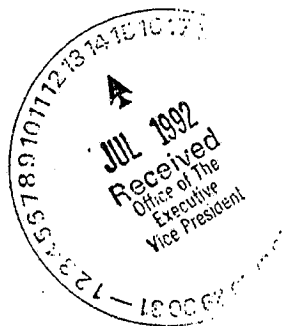
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SHERRY A. CAGNOLI
ASSISTANT POSTMASTER GENERAL
LABOR RELATIONS DEPARTMENT

July 14, 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 is in response to your inquiry at our July 9, 1992, meeting as to whether the Employer agrees that the changes to Article 7, Section 3.B, do not apply to offices with less than 200 man years.

We are in agreement that the changes to Article 7, Section 3.B of the 1990 National Agreement are not applicable to offices with less than 200 man years.

Sincerely,

Sherry A. Cagnoli



OFFICIAL OLYMPIC SPONSOR

36 USC 380



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

July 22, 1991

William Burrus
Executive Vice President
(202) 842-4246

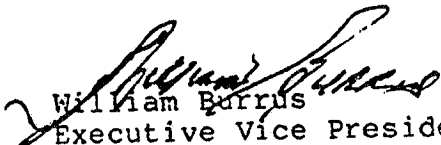
Dear Ms. Cagnoli:

This is in further regards to our exchange of letters and our meeting of June 20, 1991 concerning the impact of the arbitration award. The Union disagrees with your interpretation of Article 7, Section 2A, 2B and 2C, but notwithstanding our disagreement, the intent of my letter of June 20, 1991 was to inquire of the employer if you agree with the Union, that whatever the obligations, or lack of same of these provisions Article 7, Sections 2A, 2B and 2C are unaffected by the award.

The Union also wishes to determine if the employer agrees that the changes to Article 7, Section 3B does not apply to offices with less than 200 man years.

Please respond with your interpretation of the continuing application of these provisions.

Sincerely,


William Burrus
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

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President

William Burrus
Executive Vice President

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Industrial Relations Director

Kenneth D. Wilson
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SHERRY A. CAGNOLI
ASSISTANT POSTMASTER GENERAL
LABOR RELATIONS DEPARTMENT

July 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 the various issues raised in your June 20 letter concerning what you have characterized as the position of the APWU on the several "tests for converting employees to full time."

Your letter offers views on several specific contractual provisions. You state that the new language in Article 7, Section 3.B, of the 1990 National Agreement "does not alter the requirements of Article 12, Section 5, requiring 'to the extent possible, minimize the impact on full-time positions by reducing part-time flexible hours.'" As we indicated, without either side altering positions it might have concerning the interpretation of Article 12, we agree the Postal Service still must abide by the provisions of Article 12 notwithstanding the new language in Article 7, Section 3.B.

We do not agree with your assertions that Article 7, Sections 2.A, 2.B and 2.C are "obligations of the Employer to maximize full-time employment" or "specific tests" to maximize. Article 7, Section 2, provides descriptions of "permissive" management actions concerning the establishment of full-time assignments on a permanent or less than permanent basis.

We agree that the obligations established through Article 7, Section 3.C, and the Maximization Memorandum of Understanding were not altered by the new provisions of Article 7.

Sincerely,


Sherry A. Cagnoli



OFFICIAL OLYMPIC SPONSOR
36 USC 380



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

June 20, 1991

William Burrus
Executive Vice President
(202) 842-4246

Dear Ms. Cagnoli:

The new terms of Article 7 in the 1990 Contract change the full-time ratio from 90/10 to 80/20 in offices of 200 or more man years of employment.

This provision and the language that the maximization requirement of paragraph B "does not diminish the Employer's right" does not alter the requirements of Article 12, Section 5 requiring "to the extent possible, minimize the impact on full-time positions by reducing part-time flexible hours." In addition, Article 7, Section 2A, 1 and 2 continue as obligations of the Employer to maximize full-time employment.

The arbitration panel specifically limited the "general principle" to maximize and deliberately continued the "specific test" of Article 7, Section 2A, B and C, Section 3 C and D and the Maximization Memo requirements. Notwithstanding these changes to Article 7, the specific test for conversion to full-time and the history developed over the years remains unchanged.

The above represents the position of the American Postal Workers Union. If the Employer is not in agreement, I expect your prompt response in order to discuss the issues.

Sincerely,

William Burrus
Executive Vice President

Sherry Cagnoli
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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Northeast Region

Archie Salisbury
Southern Region

Raydell R. Moore
Western Region



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

OCT 17 1988

Re: W. Burrus
 Washington, DC 10005
 H4C-NA-C 100

Dear Mr. Burrus:

On March 17, 1988, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.


The issue in this grievance is whether the Memorandum of Understanding on Maximization requires the conversion of an assignment to full-time when a part-time flexible employee meets all the criteria for conversion, while working in a full-time assignment temporarily left vacant by a full-time employee who is on leave.

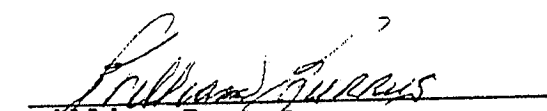
The parties agree that the language of the Memorandum of Understanding on Maximization, which applies only to those offices of 125 or more man years of employment requires the conversion of the senior part-time flexible to full-time status. The return of the full-time employee from the extended absence may, dependent upon the local fact circumstances, require the reversion of this full-time flexible position pursuant to Article 12 of the National Agreement.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to settle this case.

Time limits were extended by mutual consent.

Sincerely,


 Daniel A. Kahn
 Grievance & Arbitration
 Division


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

American Postal Workers Union. AFL-CIO

Memorandum

817 Fourteenth Street, N.W.
Washington, D.C. 20005Telephone
(202) 842-4246From the Office of WILLIAM BURRUS
Executive Vice President

February 17, 1983

TO: Field Officers
Local Presidents

SUBJECT: Full-time Flexible Positions

Please find attached a letter of mutual interpretation between management and the union on implementing the Memo of Understanding creating full-time flexible positions.

The "initial" identification of the employees meeting the criteria of the Memo of Understanding has been accomplished at the Washington level. A computer print out has listed each postal facility of 150 man hours or more and identified employees who have met the criteria. This print out will be provided to the local office and the union is entitled to review and determine if all employees have been currently listed. In the event that a dispute arises over the identification of employees meeting the initial criteria a grievance should be filed and processed through Step 2 (if there is no resolve at an earlier step). Any grievance concerning implementation denied at Step 2 should be forwarded to my office for discussion at the Washington level.

The parties have agreed that the measuring period will be calculated as "39" hours per week even though the Memo requires "40" hours. This is to eliminate disputes over the working of PTF's 7 hours and 55 minutes per day to circumvent the Agreement. The 39 hours include sick and annual leave. PTF's working 39 hours per week over a 6 day period do not meet the requirements of the Memo unless it can be established that 2 PTF's were performing essentially the same duties on a continuous basis.

All conversions of PTF's beyond the initial measuring period (January 2, 1982 - July 2, 1982) will be accomplished through the normal contractual procedures and disputes will be channeled through the entire grievance procedure if necessary.

The initial measuring period is only for the conversions of the 1st group of PTF's. Each pay period after January 2, 1982 begins a new measuring period and PTF's meeting the requirements

Full-time Flexible Positions

page 2

will cause a conversion, consistent with the procedures.

The subject of an excessed full-time flexible has not been resolved at this time. The union's position is that the excessed employee becomes a full-time employee.

Conversion under this procedure does not affect, in any way, contractual requirements to convert employees through other contractual provisions.

Employees assigned to full-time flexible positions may bid and compete for all vacancies consistent with the Agreement.

Full-time flexible employees will be included on the full-time seniority roll and will accrue seniority as per the National Agreement.

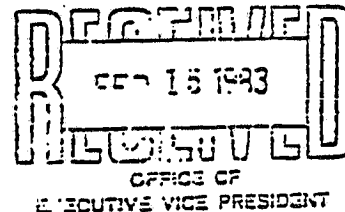
NOTE: Print outs have been provided the Coordinators and all full time Clerk Craft Field Officers.

WB:mc
w/ Attachment



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

February 15, 1983



Mr. William Burrus
Executive Vice President
American Postal Workers Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Dear Mr. Burrus:

This is in regard to matters concerning the provisions of the "maximization" Memorandum of Understanding and Letter of Intent between the American Postal Workers Union and the Postal Service. Pursuant to a series of discussions you have had with Postal Service representatives, the following represents our agreed-upon clarification of points in the Memorandum of Understanding and Letter of Intent:

. The initial measuring period will run from January 2, 1982, through July 2, 1982, so as to coincide with pay periods. Subsequent 6-month measuring periods will coincide with the pay periods that follow; e.g., January 16, 1982, through July 16, 1982.

. The senior part-time flexible employee is to be converted to full-time status consistent with certain criteria. Specifically, if the duties "causing" conversion are PS level 4, automated markup functions, the senior PTF on the level 4 markup roll is to be converted. If the duties causing the conversion are performed by a PS level 3, mail processor part-time flexible employee, the senior PTF on the level 3 mail processor roll is to be converted. If the duties justifying the conversion are performed by a PS level 4 or PS level 5 part-time flexible manual distribution employee, the senior PTF from the corresponding PS level 4 or PS level 5 roll would be converted. In situations where the duties "triggering" a conversion are a combination of manual and machine distribution, the functions

Mr. William Burrus

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representing the majority of time will be the determining factor. Conversions of part-time flexibles in these instances would be consistent with Article 37, Section 2.D.5.

. The term "week" in the criteria is to mean Saturday through Friday.

. Part-time flexibles converted to full-time, pursuant to this Memorandum of Understanding, are to have their schedules established on the preceding Wednesday.

. Individuals will be subject to the bidding restrictions which exist in the National Agreement.

. Reversions or excessings of these individuals are to be in conjunction with Item 5 of the Letter of Intent, and in accordance with Article 12 of the National Agreement and applicable provisions of local memoranda of understanding.

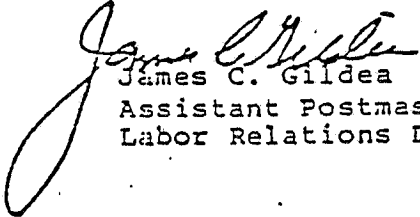
. Vacated positions which had been created pursuant to this memorandum are not to be posted or filled.

. Grievances filed at the local level relating to the initial period of implementation are to be forwarded from Step 2 to the national committee for review.

. The Postal Service will identify part-time flexibles in the designated offices who have worked 40 or more hours per week over a 6-month period. The listing will be sent to the offices for review to determine if all other criteria for conversion have been met. The local American Postal Workers Union may review the list of names provided to each of the designated offices.

Bruce Evans, of my staff, is available should you have any questions regarding the foregoing.

Sincerely,


James C. Gildea
Assistant Postmaster General
Labor Relations Department



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

September 6, 1983

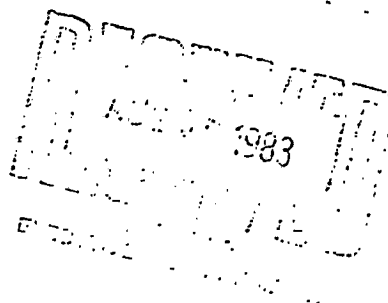
Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Dear Mr. Burrus:

This is in regard to recent matters we discussed concerning the "Maximization" memorandum of understanding. The Postal Service agrees with your understanding that the intent of the memorandum provides that full-time flexibles have flexible reporting times, flexible nonscheduled days, and flexible reporting locations. Thus, it is not intended that these individuals be "classified" as unassigned regulars and assigned to residual assignments pursuant to Article 37, Section 3.F.10; rather their schedules may vary depending upon operational requirements.

Sincerely,

Bruce Evans
Labor Relations Executive
Labor Relations Department



American Postal Workers Union, AFL-CIO

817 Fourteenth Street N.W., Washington, D.C. 20005 • (202) 842-4246

WILLIAM BURRUS
Executive Vice President

August 25, 1983

Bruce Evans
Labor Relations Department
United States Postal Service
475 L'Enfant Plaza, S.W.
Washington, D.C. 20260

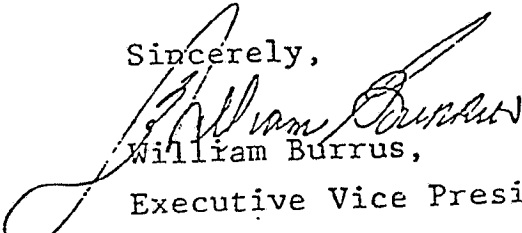
Dear Mr. Evans:

In further regard to our ongoing discussions on the Maximization Memorandum of Understanding the Central and Southern Regions are interpreting the Agreement as permitting the assignment of full-time flexible employees to residual vacancies under the provisions of Article 37, Section 3 F 10 (unassigned regulars). It is my clear understanding of our Agreement on the Memorandum that such employees will be treated for all purposes as being assigned to duties, hours and days of work that may be changed as per the memo, with proper notice.

It is also my understanding that the Postal Service has committed to providing all of the printouts from June 16, 1983 to August 31, 1983 by September 1, 1983. Failure to provide such printouts will create a back-pay liability from the date an affected employee should have been converted to full-time as per the Memorandum.

In the event that the position of the Postal Service differs with the above I am available to meet to discuss these issues at your convenience.

Sincerely,


William Burrus,

Executive Vice President

WB:mc

NATIONAL EXECUTIVE BOARD • MOE BILITER, President
WILLIAM BURRUS
Executive Vice President
DO. CLAS MOEBROOK
Secretary-Treasurer
RICHARD J. WYODAU
Director, Maintenance Division
LEON S. HAWKINS
Director, MVS Division

JOHN P. RICHARDS
Industrial Relations Director
KIN HILNER
Director, Mail Handler Division

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Western Region
JAMES F. WILLIAMS

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NIAL VACCARO
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