

LABOR RELATIONS



May 26, 1995

MAY 1995
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

Dear Bill:

This letter is in response to your correspondence of May 9 concerning the application of the Maximization procedures in the Santa Ana District.

There is no dispute relative to the proper application of the Memorandum of Understanding Re: Maximization/Full-time Flexible - APWU. As discussed by you and Charles Baker of my staff, when the criteria established by the Memorandum are met in postal installations with 125 or more man years of employment, the senior Part-time Flexible is converted to Full-time Flexible status.

Any confusion between the Memorandum of Understanding on maximization and Article 7, Section 3.C of the National Agreement which may have existed in the Santa Ana District has been addressed by Pacific Area Labor Relations.

If you have any questions regarding the foregoing, please contact Charles Baker of my staff at (202) 268-3842.

Sincerely,

Frank R. Jacquett
for Anthony J. Vegliante
Manager
Contract Administration APWU/NPMHU



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

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American Postal Workers Union. AFL-CIO

Memorandum

817 Fourteenth Street, N.W.
Washington, D.C. 20005Telephone
(202) 842-4240From 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

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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