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American Postal Workers Union, AFL-CIO

1300 L Street, NW, 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 Weitzel 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

National Executive Board

Moe Biller, President

William Burrus
Executive Vice President

Douglas C. Holbrook
Secretary-Treasurer

Thomas A. Neill
Industrial Relations Director

Kenneth D. Wilson
Clerk Division

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Director, Maintenance Division

Donald A. Ross
Director, MVS Division

George N. McKeithen
Director, SDM Division

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Director, Mail Handler Division

Regional Coordinators

James P. Williams
Central Region

Philip C. Fleming, Jr.
Eastern Region

Lawrence Bocchiere III
Northeast Region

Archie Salisbury
Southern Region

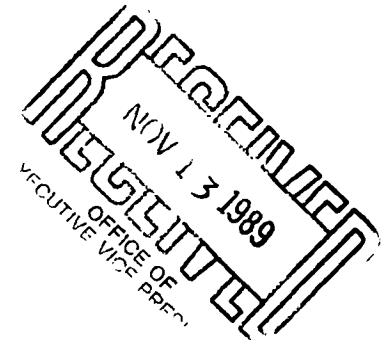
Raydell R. Moore
Western Region



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



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EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

March 8, 1976

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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 8, 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

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

Sincerely,

A handwritten signature in cursive script that reads "Dennis R. Weitzel". The signature is written in black ink and is positioned above the typed name and title.

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

American Postal Workers Union, A.P.W.U.

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

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January 8, 1976

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

Dear Mr. Weitzel:

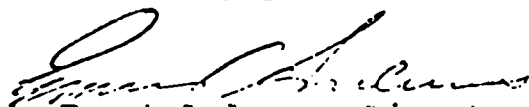
A question has recently arisen regarding Appendix A, Section II, C, 5, b, "Reassignment to other installations after making reassignments within the installation".

The National Executive Board of the American Postal Workers Union has taken the position that any Clerk Craft employee being excessed out of his office would be subject to the 180 detail provisions specified in Subsection 7, a of Appendix A, Section II, C.

Our Coordinator in the Central Region has advised us that part-time flexible employees in that Region are being advised that they have 3 options, they can retire, they can resign or they can be involuntarily excessed. In regard to these options it is the position of the American Postal Workers Union that when a part-time flexible employee exercises the option to be reassigned in accordance with Appendix A, Section II, C, 8 he would retain his seniority as provided in Subsection 8, a. In addition such reassignment, which could be classified as a voluntary action, would entitle the employee to the protection of Subsection 8, f & g. We believe that a part-time flexible electing such an option would lose neither his seniority or his retreat rights as provided in Subsection 8, b, f and g.

I would appreciate your advising me of the Postal Service's position on these matters at your earliest convenience.

Sincerely yours,


Emmet Andrews, Director
Industrial Relations



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EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

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



American Postal Workers Union, APWU-CIO

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

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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 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

FA/ac