



March 19, 1998

VICE PRESIDENTS, AREA OPERATIONS

SUBJECT: 80/20 Full-time Part-time Percentage Requirement

This memorandum is to bring your attention to correspondence (copy attached) from Mr. William Burrus, Executive Vice President of the American Postal Workers' Union, AFL-CIO (APWU), alleging specific violation of provisions of the collective bargaining agreement in installations in your Area. Specifically, Mr. Burrus provides a list of installations alleging violations of Article 7 provisions, which require maintaining a minimum of 80 percent full-time, 20 percent part-time career employee mix.

We request that you investigate these allegations and, if true, correct the situation by making any necessary adjustments by April 30, 1998. Please provide the information to Headquarters' Labor Relations office using the attached form so we can make appropriate notification to the union at this level. If you are legitimately withholding duty assignments in the installation which puts it in compliance when counted, please provide that information as well.

As expressed in the February 18 memorandum signed by Messrs. Runyon, Coughlin, and Henderson, we are committed to comply with the collective bargaining agreements at all levels of the Postal Service in order to preserve the integrity of those agreements and to build better relations with our unions and employees.

Thank you in advance for your cooperation in this matter. If there are any questions, or you need assistance from this level, please have your designee contact Peter A. Sgro of the Labor Relations Contract Administration staff at (202) 268-3824.

Handwritten signature of Nicholas F. Barranca in cursive, written over a horizontal line.

Nicholas F. Barranca
Vice President
Operations Support

Handwritten signature of John E. Potter in cursive, written over a horizontal line.

John E. Potter
Vice President
Labor Relations

Attachments (2)

cc: Mr. Runyon
Mr. Coughlin
Mr. Henderson

LABOR RELATIONS



May 26, 1995

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,

A handwritten signature in cursive script, appearing to read "Anthony J. Vegliante".


Anthony J. Vegliante
Manager
Contract Administration APWU/NPMHU

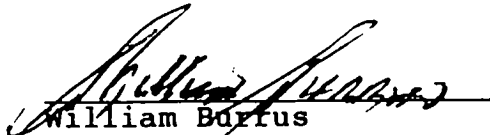
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
AMERICAN POSTAL WORKERS UNION, AFL-CIO

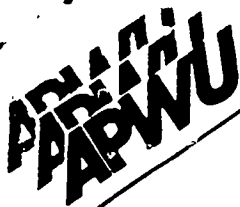
Re: Conversions under the Maximization Memorandum

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. Cagoli
Assistant Postmaster General
Labor Relations Department
U.S. Postal Service


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



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

February 8, 1991

William Burnus
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.

National Executive Board

Moe Biler
President

William Burnus
Executive Vice President

Douglas C. Holbrook
Secretary-Treasurer

Thomas A. Neill
Industrial Relations Director

Ernest D. Wilson
Director, Clerk Division

Thomas K. Freeman, Jr.
Director, Maintenance Division

Donald A. Ross
Director, MVS Division

George N. McKelthen
Director, SDM Division


Norman L. Steward
Director, Mail Handler Division

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 Burnus
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 B. 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





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

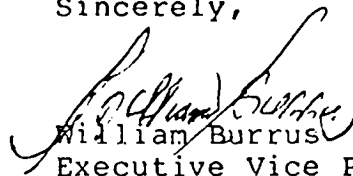
The new terms of Article 7 in the 1990 Contract change the full-time ratio from 90/10 to 80/20 in offices of 200 or more man years of employment.

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

Moe Biller
President

William Burrus
Executive Vice President

Douglas C. Holbrook
Secretary-Treasurer

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Industrial Relations Director

Kenneth D. Wilson
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Thomas K. Freeman, Jr.
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Northeast Region

Archie Salisbury
Southern Region

Raydell R. Moore
Western Region

American Postal Workers Union, AFL-CIO

817 Fourteenth Street, N.W., Washington, D.C. 20004 • (202) 642-4246

WILLIAM BURRUS
Executive Vice President

September 24, 1984

James Gildea, Assistant Postmaster General
Labor Relations Department
United States Postal Service
475 L'Enfant Plaza, S.W.
Washington, D.C. 20260

Dear Mr. Gildea:

*HIC VNA - C
(Assigned to McDougald) 117*

In accordance with provisions of Article 15 of the National Agreement the union submits to Step 4 of the grievance procedure the employer's right to revert vacant full-time regular duty assignments while continuing full-time flexible duty assignments as explained in your response of September 20, 1984

The language of the Letter of Intent implementing the Maximization Agreement is clear at paragraph No. 5 in that "any reductions in full-time employees' positions shall be from among those position(s) converted pursuant to this Memorandum of Understanding until they are exhausted."

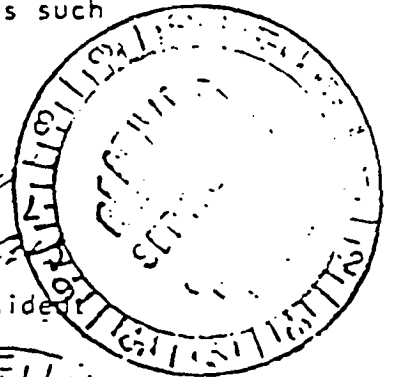
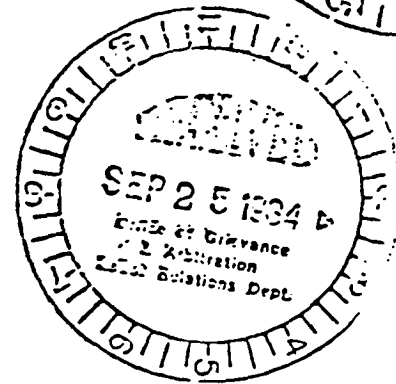
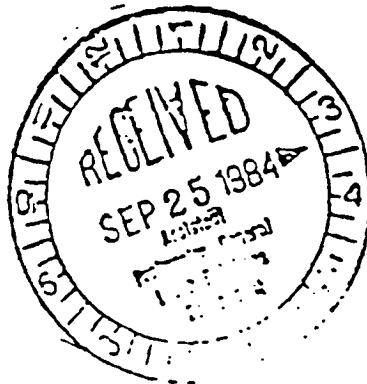
Notwithstanding your references to our discussions during which the union offered several options that could result in a written clarification of this issue, the employer has refused such offers and the language of the agreement negotiated in the 1981 Contract is clear and precludes such reversions of full-time regular assignments.

Please contact my office for discussion of this grievance.

Sincerely,

William Burrus
William Burrus,
Executive Vice President

WB:mc



NATIONAL EXECUTIVE BOARD • MOI BILIER, President

WILLIAM BURRUS
Executive Vice President
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Secretary-Treasurer
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Director, Civil Division

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Director, Maintenance Division
LEON S. HAWKINS
Director, MVS Division
SPENCER ANDERSON
Director, SDMP Division

THOMAS A. NEILL
Industrial Relations Director
LEN LEINER
Director, Mail Handler Division

REGIONAL COORDINATORS
FAYDELL P. MOORE
Western Region
JAMES P. WILLIAMS
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Northwestern Region
ARCHIE SALISBURY
Southern Region



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OFFICE OF THE
ASSISTANT POSTMASTER GENERAL
LABOR RELATIONS DEPARTMENT



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

Re: H1C-NA-C 117
M. Biller
Washington, DC 20005

Dear Mr. Burrus:

Recently, you met with Ms. Kathleen Sheehan to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management violated the National Agreement by maintaining our position, on September 20, 1984, that "the reversion or excessing of a FTR position does not necessarily have to be preceded by the reversion or excessing of all FTF positions, provided the actions taken are otherwise in compliance with Article 12 and local memoranda of understanding."

Management's position regarding this issue remains consistent with its position expressed in the February 15, 1983 letter from James C. Gildea to you.

Pursuant to the Letter of Intent and discussions with the APWU which were memorialized in the February 15, 1983 letter, it is our position that the provisions of Article 12 will govern excessing. However, when excessing is required from a section (or sections) as identified in a Local Memorandum of Understanding, any reduction in the number of full-time duty assignments within the section (or sections) shall be from among those assignment(s) in the same position designation and salary level converted pursuant to this Maximization Memorandum until they are exhausted and prior to the abolishment or reversion of full-time fixed assignment(s).



The APWU was made aware of the Service's position at least as early as July 8, 1982, during discussions of the 1981 Maximization Memorandum and Letter of Intent, but the Union filed no grievance on the matter. Again, the Union was informed of management's position by the February 15, 1983 letter from Gildea to you, yet no grievance was filed at that time either. The Union's September 24, 1984 attempt to grieve the matter is considered untimely or at least implies tacit agreement with management's position until that date.

In view of the fact that management's interpretation and application of paragraph 5 of the Letter of Intent is the most reasonable interpretation and went unchallenged in the grievance-arbitration procedure for almost two years, this grievance is denied.

Time limits were extended by mutual consent.

Sincerely,



Karen Intrater
Acting General Manager
Grievance & Arbitration
Division

Date 10/4/91

American Postal Workers Union. AFL-CIO

Memorandum

Telephone
(202) 842-4200

817 Fourteenth Street, N.W.
Washington, D.C. 20005

From 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