



Included with consolidations, delayed collections, hiked postage and restructuring, management is cutting 50 million work hours. All of these will impact thousands of postal workers disrupting both home and work life.

Management's consolidating models and staffing/scheduling computer programs, mean what ever they want them to mean. The current restructuring of USPS, termed in postal speak as 'modernization' is a top down decision process. Local managers have little say but are the ones who implement the

changes however incompetently done. The following is an overview of the provisions by which postal workers and their Union Representatives deal with work floor disruption.

Why Can They Do This?

USPS has statutory (legal) obligations and rights under the **Postal Reorganization Act** (1971) 39 USC 1001 (e) to manage the Postal Service which include the right to transfer, assign, retain employees in positions within the Postal Service.

USPS has the right to maintain the efficiency of the operations entrusted to USPS and to determine the **METHODS, MEANS AND PERSONNEL** by which such operations are to be conducted.

The **Postal Accountability & Enhancement Act** (2006) allows USPS to establish 'modern service standards and to rationalize the infrastructure of USPS and the work force.

The **Postal Service Reform Act** (2022) often called the 'Postal Service Modernization Act' requires USPS to have an intergraded network in distribution centers and expand Regional Distribution Centers and to report realized reductions in operational expenses and improved resource efficiencies.

Note: The Postal Service's rights under the CBA and the Postal Reorganization Act gives management the basic power to "manage" the Postal Service. When it does so it must be in accordance with applicable laws, contract provisions, regulations, arbitration awards, letters of intent and MOUs (Memoranda of Understandings).

So What Good Is The CBA?

Under the law that created USPS (**PRA**), the USPS falls under the National Labor Relations Act. This law permitted Union negotiation rights to bargain over wages, hours and working conditions.

39 USC 1005 (f) requires USPS to negotiate collective bargaining agreements with its labor unions, and if no agreement is reached to resort to binding arbitration.

Prior to the PRA and the 1971 CBA, the **Post Office Department Manual Section 45** provided that: *"the PMG may, when the interest of the service requires, transfer any clerk to the position of carrier, andinterchange the clerical force between the post office and vehicle sites and the clerical force of the custodial staff."*

The 1966 Agreement provided that it was the "prerogative of management to determine the complement of an installation and to determine duty assignments."

The CBA in 1971 established contractual principles of reassignment. From 1968-2004 very little changed in these principles in the CBA. From 2004-2017 thirty (30) additional clarifications, and interpretative applications were added to Article 12 CBA/JCIM Principles of Seniority and Reassignment. **The right of management to transfer employees is not absolute!**

Basics of Article 12

- ◆ Art 12 deals with reduction in the number of employees in an installation other than by attrition (out of craft or out of installation)
- ◆ The primary principle is that dislocation and inconvenience shall be kept to a minimum, consistent with the needs of the service.
- ◆ Advance impact notification (6 months whenever possible) to the Region is required.
- ◆ [Provides for the involuntary reassignment from sections negotiated at the local level. The Region is not notified of sectional excessing]
- ◆ Seniority is the determining factor with juniors being impacted first.
- ◆ Current limit is that no employee can be exceeded beyond a 50 mile (driving distance) radius.
- ◆ Area/Regional level meeting is held 6 months to no less than 90 days of the impact to ensure principles of Article 12 are met. Local meetings follow to implement the reassignment process.
- ◆ PSEs, at the impacted installation, are separated to the extent possible prior to excessing to lessen the impact to career employees.
- ◆ In Level 20 and below offices FT clerks can opt to become PTFs.
- ◆ Management identifies duty assignments held by PSEs to make them available for reassignment of excess career clerks.
- ◆ Attrition is counted to reduce the number of employees to be impacted.
- ◆ Advance notice of potential excessing issued to employee(s) 60 days in advance of excessing within 50 miles is required.
- ◆ 60 day advance notice is not required if exceeded out of craft within the installation.
- ◆ All Clerks are notified of opportunity to transfer out of installation via eReassign with no retreat.

- ◆ Senior clerk volunteers solicited to be reassigned in lieu of excess junior impacted clerks but with no retreat rights, they do however take their seniority.
- ◆ Impacted junior clerks are proffered preferencing for residual assignments for a 10 day period, awarded based on seniority.
- ◆ Notice issued 30 days prior excessing of awarded residual vacancy with specific location/schedule.
- ◆ Retreat Rights requested in writing or via eRetreat.
- ◆ Impacted employee(s) are reassigned on Area Move Date restricted to only every 90 days.
- ◆ Comparative Work Hour Report issued 45 days after excessing, if hours increased it should trigger right to retreat back to former craft/installation.

Protections in the CBA

No Lay Off (for the life of the CBA)

No Involuntary Reassignment Beyond 50 miles (for life of the CBA). Seniority protected (juniors are impacted first)

Non APWU craft employees must return back to their crafts if detailed in APWU jobs.

Advance Notice Requirements

Withholding (reserving) residual assignments for placement of impacted employees.

Selected residual vacancies awarded by seniority

Preference for career employees over non careers.

Volunteers given opportunity to transfer/reassign.

Involuntary reassignments restricted to every 90 days.

Saved grade provided for impacted employees.

Review of operations to create assignments to lessen excessing.

Employees can ask for and retreat back to craft and/or installation. Work Hour Reports required to show if hours increase after excessing and if so, it should trigger retreat rights.

Violations can be grieved and/or appealed.