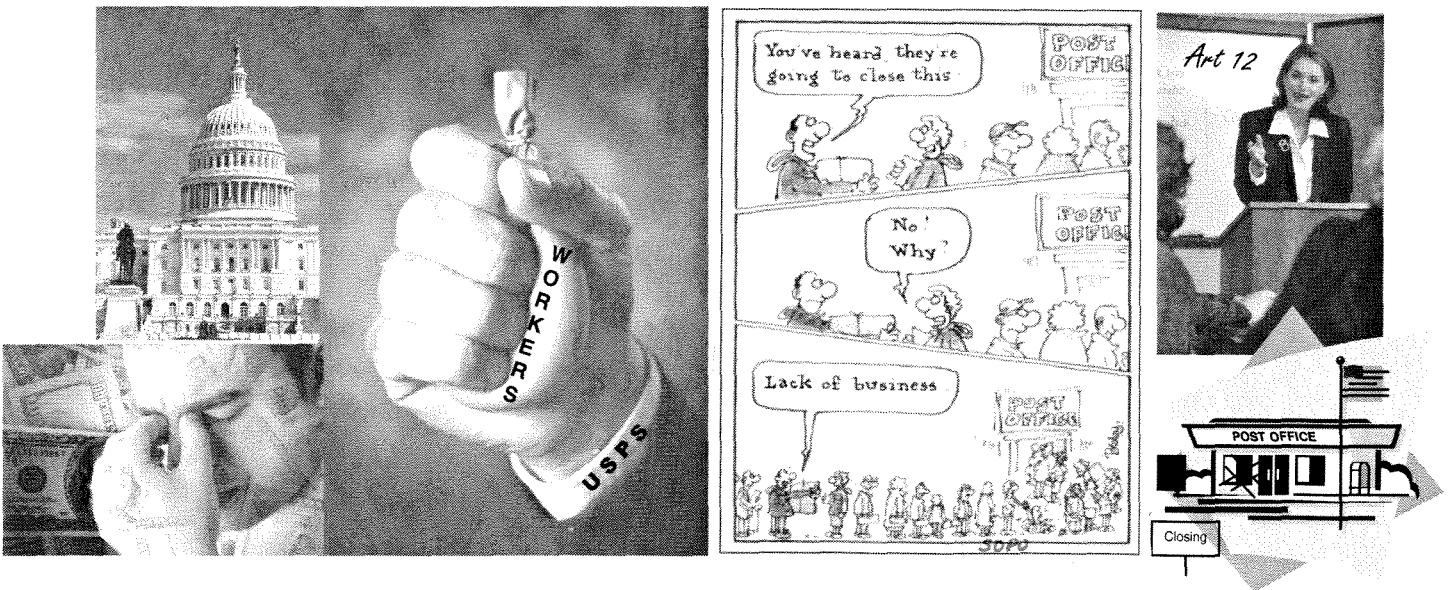


FUNDAMENTALS AND ISSUES OF THE PRINCIPLES OF SENIORITY AND REASSIGNMENT



**WESTERN REGION GUIDELINES
ON DOWNSIZING AND EXCESSING**

JULY 2013

Omar M. Gonzalez, Coordinator

FORWARD by Omar M. Gonzalez

Local leaders continue to be bombarded by the PMG's Network Rationalization .

The PMG has capitalized on the manufactured postal financial crisis Strategic plans first introduced in 1994 trace their genesis to the Corporate Automation Programs (CAP) developed along with automation in the 1980s. CAP evolved into the Strategic Transformation Plans of the early 2000s.

STP incorporated Bush 2's Presidential Commission resulting in the enactment of the Postal Accountability and Enhancement Act (PAEA) in 2006. This law mandated:

- ◆ Modern service standards (which were deployed July1,'12)
- ◆ Implementation of a system to measure service standards achievements.
- ◆ Development and submission of a Network Plan that will achieve those goals. (Introduced June '08)
- ◆ Pre-payment of future retiree health benefits (75 years worth in a matter of 10 years = \$103.7 Billion due by 2016)

In June 2008 USPS submitted "The Network Plan" to Congress which has resulted in the elimination of all Air Mail Centers, the creation of NDCs, Consolidation of Tours, execution of Area Mail Processing (AMP) consolidations, consolidation and sale of post offices and the reduction of the workforce by 125,000 plus postal jobs.

Moratoriums were used by the PMGs to prod Congress into action only to see our elected leaders fail to actually enact any reform to the reform. The PMG has accelerated the BoG mandated rationalization of USPS, Congress and the American public be damned. But now the BoG has told the PMG to cool it on 5 day delivery. The AMPs and rationalization goes on. But does the PMG and many in Congress really want to enact meaningful postal reform legislation? It does not appear so.

Postal workers, union officers and stewards rely on the legislative and the collective bargaining process. While we all wait for Congress to act the fact is locals and their memberships continue to experience the full impact of rationalization. This booklet is an update of the three previous regional booklets on the issue of involuntary reassignment, and downsizing .

Good luck in your efforts and struggles to maintain work floor sanity in this crazy post office of ours. I thank you for all you do.

Omar M. Gonzalez Regional Coordinator

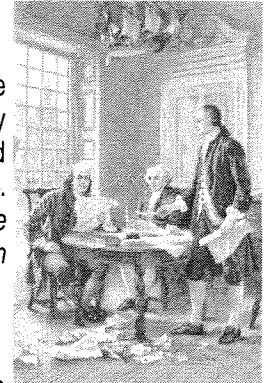
Why Fight To Preserve The Postal Service?

When the news media asks postal workers why they picket in front of the post office invariably the response is over the loss of jobs. Management counters that no postal worker will lose his/her job and media coverage turns into one of greedy selfishness.

We **must always** respond that *"WE FIGHT TO PRESERVE a postal service inherent in the Constitution of the United States. We fight to maintain quality postal service to America."*

ROOTED IN THE CONSTITUTION

In effect the post office preceded the United States and is a part of the very fabric of this great nation. The Second Continental Congress declared in 1775.... *"a line of posts be appointed under the direction of the Postmaster General...with as many cross posts as he shall think fit."*



The US Post Office got its start from the Army's need to communicate during the Revolutionary War. In 1781 the founding fathers included post office authorization in the Articles of Confederation [IX] ... *The United States in Congress assembled shall also have the sole and exclusive right and power of...establishing or regulating post offices from one state to another."*

In June 1788 the Constitution of the United States gave Congress the power ..*"to establish post offices and post roads"* . [Art 1]

THE POST OFFICE IS AS AMERICAN AS APPLE PIE

In 1790 there were 75 post offices. By 1860 there were 28,490 post offices in the USA. Stamps were first used in 1845 and free delivery service began in 1863.

The law of the land , Title 39 US Code declares... *"The Postal Service shall have as its basic function the obligation to provide postal service to bind the nation together through the personal, education, literacy and business correspondence of the people. It shall provide **prompt , reliable and efficient** services to patrons in all areas and shall render postal service to all communities."*

So why do we fight to preserve the United States Postal Service? "Because the postal service is the **American** way, framed by our founding fathers into the US Constitution and we are the **American** Postal Workers Union. We fight for quality postal service for all **Americans!** And **American** Postal Workers buy stamps too!

SAVE OUR SERVICE ! ! ! !

The Postal Realities Of Today

The PMG's announcement and implementation of accelerated Area Mail Processing (AMP) is part of his so called Delivery, Results, Innovation, Value and Efficiency (**DRIVE**).

I provided information on DRIVE in the January 2013 edition of The American Postal Worker. Network Optimization will speed up the consolidation process and post office closures. Workforce Optimization will force the involuntary migrations of thousands of postal employees [mainly in mail processing, retail, transportation, and maintenance. But all crafts will be impacted one way or another].

AND THAT'S STATS!

At press time 63% of the 2013 consolidations were reported by USPS as being completed. The reason given by the bosses for more rationalization is the financial condition of USPS.

Is USPS broke? NO ! But is it in financial trouble? YES! At press time (May '13) USPS had a \$202 million profit some claim is due to fancy accounting. But revenue was up 1.4% SPLY, wages are down by 3% and shipping/packages are up by 4.6%,

USPS is not LOSING money! USPS is being bled to death by the PAEA requirement to pre-fund the future health benefits of future retirees. Couple that despicable mandate with our mis-managers and their lack of accountability and you have the current crisis we are living today.

At press time USPS claimed they had 5 days of operating cash at hand and is projecting running out of cash by the end of the fiscal year. Reports indicate USPS "lost" \$16 billion in 2012. However, \$11 billion of that is default payments due under PAEA. And just recently the OIG reported USPS spent \$3.5 billion of OT in 2012.

Yet and still USPS has:

- ♦ Reduced the career workforce by 168,000 workers since '06
- ♦ Consolidated 200 mail processing facilities since '06.
- ♦ Reduced retail locations down to 32,000 from 38,000.

The current plans are to reduce processing plants to 232 nationwide from 663. Closures and sales of post offices will continue through 2015 and beyond. Forced migration of rank and file employees will increase no doubt.

Postal workers, stewards and officers will face more and more work floor disruptions. It is going to get worse and may never get much better. Unless we learn from our past, fight for survival today and develop a strategy for tomorrow we are doomed.

ABOUT THIS BOOKET— It is offered as an educational tool. It does not establish official union policies, contract interpretations or applications. It is provided by the Western Region Coordinator to assist locals. Official union policy on contract matters emanates from office of the Director of Industrial Relations. FPSR:WR:OMG:og 4-13rv7-13

To see where we are headed we have to see where we have been!

A Little Bit Of History

The Postal Service is forever changing and always staying the same. Since the meager days of the stagecoach and pony express the postal service has evolved into a \$65 billion "quasi-government corporation".

In the 1780s the 2nd PMG 'Ole Ebenezer Hazard wrote a grievance (if you will)... *"I have not had time for proper relaxation... I once hired a clerk, but found my salary was not equal to that expense in addition to the support of my family, and was obliged to dismiss him."* Even back then management claimed they were cutting staff to save money.

Speed ups and reorganizations are nothing new at the Post Office. In fact PMG Hazard got in trouble with George Washington for taking steps to **"improve service and reduce costs"** by placing the mail on horseback instead of stagecoaches. Seems we have been having transportation contracts forever. [it took 24 days to deliver mail via stagecoach coast to coast.]

By 1811 the P.O. began to use steam boats to "expedite" delivery. [It took 30 days to deliver mail coast to coast via steam boat.] In the 1830s railroads replaced stagecoaches and by law were considered as post roads. [Trains took 7 days to deliver mail coast to coast.] Train mail services officially ended in 1977 although they still carry some mail today.

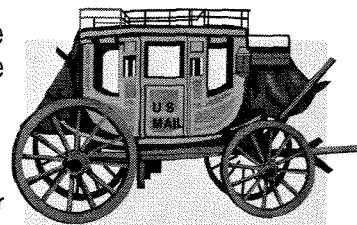


Stamps were introduced in 1845 and free mail delivery began in 1863. Parcel Post service didn't begin until 1913 followed by Airmail in 1918. [It took airmail 1-3 days to get from coast to coast. Airmail was discontinued in 1971.]

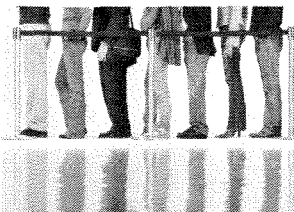
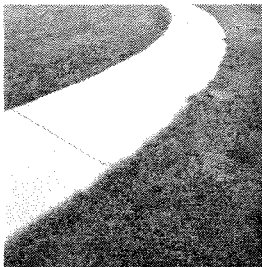
In 1845 the Post Office was given over site of the operations of the telegraph. The P.O. claimed it was having "financial problems" so it sold the telegraph to private business in 1847. Many questioned the need for a Post Office. In fact in 1872 PMG Creswell wrote ... "The probable simplification of the facsimile ...and countless other applications of electricity to the transmission of intelligence must sooner or later interfere most seriously with the transportation of letters by the slower means of the post." The first telegraph message was from a PO to a PO.



Also in 1845 management took steps to reduce the costs of transporting mail claiming that 2/3rd of their budget was spent on transportation. Congress allowed for the "awarding" of transportation routes to the lowest bidder so as to provide for the due *celerity, certainty and security* of the such transportation. They called these Celerity, Certainty and Security Bids which someone shortened to three asterisks * * * or stars. Those star bids were soon called Star Routes. What did the contractors do? They went from steam boat and railroad back to horseback!!



Due to Post Office delivery requirements most cities developed sidewalks and named streets. According to legend a clerk came up with the idea of free mail delivery by wanting to keep the window lines down. (Wow— imagine that !) There were letter carriers prior to this but they got no pay. They received a 2 cent commission for each letter they delivered.)



In 1893 Congress appropriated \$10,000 for rural free delivery to be tried. But the PMG decided not to try the rural service because he needed at least twice the amount of money

The PMG guessed at the figure and eventually got more funding.

1900s

In 1911 Congress authorized the Postal Savings System paying a 2% annual interest . Within 18 years more than \$150 million was deposited in the PO Banking System and grew to almost 3 and a half billion in 1940's dollars. The P.O. officially killed the Postal Savings System in 1967. Now they are toying with the idea of having...? You guessed it— a *Postal Banking System*. (The National Union is reportedly supporting this effort)

In 1925 Congress authorized the Post Office to contract with commercial airlines for the transportation of the mails. Prior to that the Post Office had it's own Airmail Service and by 1918 had a workforce of pilots, mechanics and even its own aircraft. In 1927 International mail began.

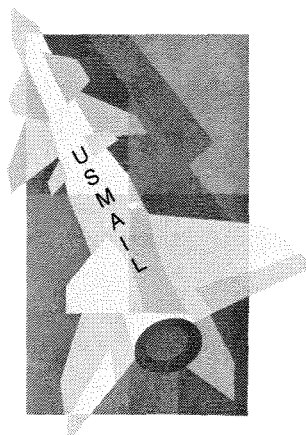
1940s—1960s

Very little postal evolution occurred during the Great Depression until the 1940s when Highway Post Offices, V Mail, Postal Zoning and Domestic Parcel Post were instituted. Mail was delivered twice daily. In 1950 delivery was reduced to once per day.

In the 1950s certified mail, Semi Automatic PSMs, and Tansorma MPLSMs were introduced. In 1957 Saturday mail delivery was dropped. This caused such an uproar, President Eisenhower had it restored in a matter of a week or so.

Also in 1957 , PMG Summerfield got the bright idea to transport mail by missile from a submarine to a spot in Florida. In 1959 the LSMs and Mark IIs were introduced followed by the first MPLSM being deployed in 1960. In the 60s facsimile mail, Zip Code and SCF, Optical Scanners, self service P.O.s, Priority Mail and Zip Code Presorting were introduced.

The 1963 Zip Code deployment caused major realignments of the Postal Network when Metro Centers became Sectional Centers. Mechanization exploded throughout the P.O. but could not keep up with volume.

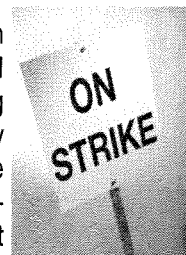


In 1968 the Presidential Commission released its recommendations with the support of President Nixon. The Kappel Commission, which included George Meany of the AFL-CIO, rejected *privatization* for the *time being*.

In 1969 the appointment of Postmasters under the old patronage system was eliminated. The Kappel Commission recommended that issues over pay and contract stalemates be turned over to the President.

1970s - 1980s

Congress reported a compromise bill on March 12, 1970 but six days later the Great Postal Strike erupted in more than 600 cities involving more than 150,00 postal workers. Eventually negotiations between the unions , PMG and the Labor Dept resulted in an agreement to reorganize the Post Office Department. The PMG sought and was granted 1) adequate financing authority, 2) rate setting after review by Impartial Panel, 3) assurance of continuity of management by ending patronage. The Union got retroactive pay raises and collective bargaining. In August Congress approved legislation- the Postal Reorganization Act [PL 91-375]. **The US Postal Service was born in 1971.** (also born in 1971 was ARPANET the internet's predecessor used mostly by universities)



Express Mail, Mailgrams, Stamps by Mail, Passports at P.O.s, Expanded National Service Standards, Pre-sort Discounts , PECES, and Computerized OCRs were introduced.

In the 80s BSCs were deployed, Zip plus 4 was introduced and SPBS , IRTs, Stamps By Phone, Postal Stores, were rolled out. More discounts were offered for presorts, and DCAP was fully deployed. **In 1982 USPS offered Electronic Computer Originated Mail (ECOM)** . It was hybrid mail printed by USPS from computer originating mail and delivered within 2 days of transmission. ECOM died three years later after Congress questioned the cost of the service and the PMG got the PRC to ok its termination. Postal electronic mail DIED on Sept. 2, 1985.

1990s - 2000s

In 1992 the PMG Reorganized USPS by realigning Areas and Districts. The 90s saw FSMs, Barcode Readers, a new logo, usps.com, stamps online, delivery confirmation, POS One and AFSMs be introduced.

In 2001 9/11 attacks and anthrax in the mails shocked USPS to its core. In 2002 President Bush appointed his President's Commission on USPS followed by the release of the PMG's *Transformation Plan*. The result was the enactment of the Postal Accountability and Enhancement Act (PAEA) which Bush signed into law during a lame duck session.

The PAEA was opposed by our National Union but for varied reasons.

TRANSFORMING U.S.P.S.

What we are experiencing now on the work floor has a genesis resulting from a 1993 law the Government Performance and Results Act (GRPA). USPS was required to submit a strategic plan to the President and Congress every three years. This requirement resulted in several reorganization plans.

On April 4, 2002 the PMG announced his *Transformation Plan* declaring the changes would affect employees, consumers and business customer. He was not fooling!

The PMG's plan included outsourcing administrative work, and reevaluating mail processing plants and retail facilities. His plan was to cut \$5 billion by 2005. The plot had three possibilities for USPS:

- ◆ Make USPS a privatized corporation
- ◆ Make USPS a commercial government enterprise
- ◆ Keep USPS a government agency

The PMG's propaganda was packaged and sold to postal workers as needed because of :

- ⇒ **Slowing mail growth**
- ⇒ **Retirement/health benefit liability**
- ⇒ **Rising costs of maintaining the postal network**

This plan was called a blue print detailing the future of the USPS. 2002 Gallup polls showed 93% of Americans had a positive view of USPS. According to reports issued in 2005 the PMG's plan resulted in savings of about \$13 billion.

TRANSFORMATION PLAN '06-'10

The PMG rolled out his *Strategic Transformation Plan II* (STP2) which outlined four major goals. One of those goals was to reduce costs by:

- ◆ Expanding standard processes
- ◆ Continue equipment technology and facility investments
- ◆ Broadening customer partnerships
- ◆ **Rationalizing facility networks**
- ◆ **Streamlining and creating flexibility in the transformation network**

Retail

STP 2 introduced Window Operations Survey (WOS) a time standard that reviews productivity and determines staffing levels by using retail transactions to calculate earned v. actual staffing. A model is used for manual distribution, dispatch and backend activity. Customer Service Variance grew out of this process as did Centralization and decentralization , APCs, NGKs, and POS.

Mail Processing

STP 2 called for integrated operating plans to reduce process variability between tours and among plants and post offices. Manual labor was to be reduced. Tour compressions and Run Plan Generator (RPG) Function 1 baselines evolved from STP 2.

The END (Evolutionary Network Development)

STP 2's Network Integration and Alignment was renamed - "The END" which focused on mail processing and transportation. Area Mail Processing (AMP) was re-enforced as a tool to:

- ◆ **Eliminate excess capacity**
- ◆ **Eliminate excess human capital**
- ◆ **Better utilization of space, equipment and transportation.**

END eliminated AMCs to cut costs and turn over operations to third parties. END reduced transportation of mail by air to a surface network made up mostly of contractors.

Human Capital

STP 2 introduced corporate terms such "human capital" for employees and automated USPS Human Resources by migrating Personnel Services to Human Resources Shared Service Center cutting 700 support jobs. 70 systems were merged into one integrated system saving a purported \$60 million a year.

Complement Management Systems (CMS) was replaced by HCES (Human Capital Enterprise Systems). EEO complaints were also integrated and centralized.

Workplace Environment

STP 2 emphasized employee motivation by use of the VOE (Voice of the Employee) which each District strive to improve response percentages not the actual issues expressed.

Aggressive management efforts to contain workers compensation costs by use of the Outplacement Rehabilitation Program later evolving in the National Reassessment Program (NRP terminated in 2011 and is now piloted as *Network Roll Out-Retail Solution*)

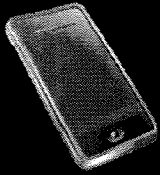
Deployment of RMD, eRMS, to control and reduce absenteeism evolved from STP 2.

STP 2 planned to reduce the workforce to pre-1985 levels and called for greater workforce flexibility using data driven complement programs such as Baseline, webCOINS, webCCM.

All the above evolved from TP 1 and STP 2.

In 2009 the PMG claimed he had to cut even more because of the economy and

1) declining mail volume, 2) rising costs of maintaining the current network, and 3) retiree health benefit liabilities.... the same crap the PMG said way back in 2002.



Electronic Diversion

Our society's use of computers and smart phones revolutionized communication.

Yet, it was USPS who developed electronic mail transmission back in 1978 and offered Electronic Computer Originated Mail (ECOM) service in 1982. Only to try to sell the service as not profitable and then kill it when no one would buy the system.

Email's genesis can reportedly be traced to a 1961 time sharing system at MIT that slowly evolved when codes were written in 1965. Net mail evolved in the 70s. (But as far back as the 1939 World's Fair IBM sent a letter via IBM radio.)

Today the PMG uses electronic diversion of mail as a reason to dismantle postal services because of low mail volume. Recent reports have shown USPS is way behind in the use of cyber space technology.

Various cyber companies vying for postal business such ECM (Earth Class Mail which uses a secure mail server to deliver bills, statements, paper mail electronically.) Zumbox which has an email address for every street address in the USA sends paperless mail free of charge to the recipient, the sender pays a minimal cost. MotoMail allows loved ones to send letters/photos delivered in 24 hrs. to the military.

HOW DO THE POSTAL BOSSES RESPOND?

Of course there are concerns and issues with the use of these cyber mail companies. But, the PMG's recent commercial touting paper bills and hacker free fridges was silly. The 2012 Strategic Report issued by management on their current service standard changes states:

"e-diversion will continue regardless of service standards"

In 2012 USPS combined mobile devices with direct mail by offering more discounts to big business mailers.

Management claimed most patrons don't know the standards and the new standards are faster then perceived.

As the USA strives for 98% broadband connectivity by 2016 the USPS must evolve and re-capture cyber mail services. The OIG reported (1-'13) on a joint effort between e-Government and USPS combining Electronic Postmark with digital-physic hybrid service, online & in person ID services, frontline agency contact, enroll and cash electronic payments and support national efforts to expand broadband availability. Can USPS be the focal point of the of the 1,500.govs and 11,000 different official government websites? In May '13 the OIG held a "discussion" with stakeholders on expanding PO Box into a virtual service but some questioned the role of USPS as a government entity vs a private company. Expanding PO Box to a virtual service according to management will take time. There were concerns over labor costs to microwarehouse, staging mail and network adjustments to accommodate last mile delivery.

The Attack On Injured Workers

STP 2 targeted ill and injured postal workers. The EL 307 Handbook on **Reasonable Accommodation** introduction declares:

"The Transformation Plan of the Postal Service is enabling the Postal Service to successfully carry out its long-standing mission of providing affordable universal service."

STP 2 made it clear.... USPS intends to aggressively manage workers comp especially the Outplacement Rehabilitation Program. They did this through NRP with the goal to "vocate" as many injured employees as possible by the end of the process. By 2009 the process was moving too slow so NRP 2 was implemented.

NRP first collected updated medicals and job offers. Management "observed" injured employees and tracked work performed. Some employees got updated job offers others were sent home with a **NO WORK AVAILABLE** determination. The intent was to force them to go back on the rolls of OWCP and eventually go to the Vocational Rehab process, have their compensation cut and get booted off the rolls of the Postal Service.

Locals were slow responding to challenge NRP. Most employees fended for themselves filing EEOs and MSPB appeals to no avail.

Eventually several favorable MSPB decisions were handed down. Urena v USPS covered the requirement to search the entire commuting area for jobs and employee could use USPS evidence against the agency to prove a case. Bledsoe v USPS ruled that an employee has to make no frivolous allegations of jurisdiction showing the worker was absent due to a compensable injury; recovered sufficiently to return to duty (part time/less physically less demanding job) USPS denied the request for restoration (withdrawing a job offer was a denial of restoration); and the denial was arbitrary and capricious.

At the same time as injured workers were being booted out of the post office, the PMG was showing off his Award issued by Careers & Disabled Magazine, for being one of the best companies in the treatment and hiring of disabled workers

Kinglee v USPS found that reduction in work hours could be a denial of restoration. Latham v USPS allows mgt to deny restoration but only if the duties of the assignment went away or if management needed to reassign the duties to non-limited workers who did not have enough work. [Note: MSPB decision are exhaustive and must be read and applied as prescribed. The above is a simplification]

The APWU still has national level cases on the docket that are holding back regional appeals. Despite NRP's discontinuance the harassment continues!

USPS has a new program called **Network Roll Out-Retail Solutions** for those out on the rolls of OWCP. It was implemented in the Sun Coast and San Francisco Districts that places employees who are the rolls of OWCP into a Sales Solution Center. The National is relying on NBAs to file area level appeals while USPS claims the National was contractually notified in October 2012.



Show Your Members THE BIG PICTURE

Most members see postal reality from their work floor and tour perspective. Unfortunately many local unions do not fully educate their membership. What locals tend to do is *train their stewards*.

We MUST prepare and motivate our members through education. This way they know what is happening to them and what THEY and WE ALL **must** do in order to survive.

The first thing is to educate members on the big picture involved in the POSTAL BUSINESS. Locals need to conduct MORE special membership meetings and not just rely on regular meetings. ***We are fighting for our very survival. THIS IS NOT A DRILL and it is NOT Business As Usual. Do NOT Wait For Impact To Hit Your Local !***

SPREADING THE WORD

Locals MUST conduct multiple meetings and members need to be told , educated and be made to understand that:

- ♦ The USPS, as a \$65 billion quasi government corporation, is but a speck in the over all \$800 billion postal industry.
- ♦ Although it is part of the Executive Branch of the Government the US Congress has oversight of the postal service as far back as the Continental Congress in 1775.
- ♦ **What Congress gives Congress can take back.** Congress has established all postal laws and has regulated the postal service before the country was established and continues to do so.
- ♦ There is a current drive to "privatize the postal service" Big business, corporate America, wayward elected officials and plenty "think tanks" want to turn over the postal service to private companies.
- ♦ Privatization of the Post Office began in 1968, and USPS

established in 1971 as a "quasi government corporation" has been on the road to privatization for some time now.

In 1968 the Kappel Commission, appointed by President Johnson to review postal operations issued a report that many claim made it clear USPS could be privatized in the future. ***"Transfer of the postal system to the private sector is not feasible [In 1968] largely for reasons of financing : the Post Office should therefore continue under government ownership . The possibility remains of private ownership at some future time, if such transfer were then considered to be feasible and in the public interest."***

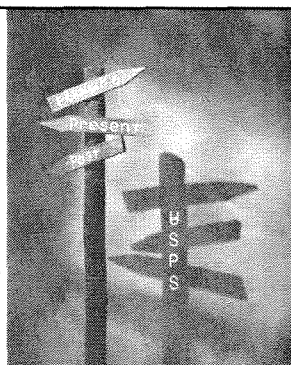
In April 2002 the PMG issued his *Transformation Plan*. Appendix S of that Plan, prepared by **JP Morgan**, stated that **privatization** is one transformation strategy USPS could pursue reducing ties to the government and moving toward partial or complete private stock ownership. This could be done by initial public offerings then develop a public-commercialized structure. It can restructure and exchange aspects of the monopoly. It must include flexibility in labor management, have the government assume some liabilities like deferred retirement benefits etc....

On July 31, 2003 President Bush' Commission issued its report stating USPS should have the flexibility to make necessary adjustments in the size of the workforce without no lay-off provision restrictions. The Commission's Business Model Subcommittee recommended the postal service continue as an **independent establishment** within the executive branch with a unique mandate to operate as a self sustaining **commercial enterprise**.

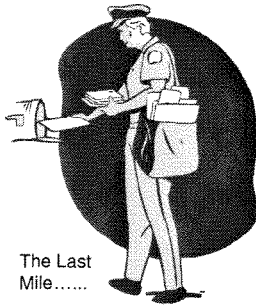
The Commission also recommended a Postal Network Optimization Commission to recommend consolidations and rationalization of mail processing and to sell low activity post offices and to dispose of major real estate holdings. Also postal functions that can be performed better and cheaper by the private sector should be outsourced. **Ten years later and this is exactly what management is doing !!**

Back To The Future

The PMG recently was clamoring on the need for legislative action to change the business mode of the USPS. He claimed USPS has lost 60% of stamped mail and announced USPS will begin parcel delivery on Sundays. The P.O. use to deliver on Sundays. In fact from 1810 to 1912 Congress authorized 7 day delivery. So back to the future we go. The PMG also says USPS will get involved with secure digital mail and hybrid mail. USPS had hybrid mail back in 1982 and killed it in 1985 after Congress complained about costs. USPS will now offer same day deliveries yet killed Special Delivery years ago



The Commission recommended utilization of partnerships with the private sector to develop the *first and last mile* of the delivery stream. Also, to develop "additional" private sector partnerships to expand access to postal products and services beyond the traditional post office. And to offer more discounts while considering outsourcing elements of the processing network. And so today we see Village Post Offices springing up and so called "white papers" calling for contracting out everything but delivery.



The Commission recommended USPS to study the redesign of the whole mail system including establishment of standards to allow for easy shifting of personnel. This would be complimentary to management's then current network rationalization. In July 2012 USPS changed the standards to allow for consolidations.

The Commission's Workforce Subcommittee recommended USPS take full advantage of the fact 47% of the workforce would be eligible for retirement by 2010. USPS should also exercise "maximum discipline" in hiring to right size and realign its workforce with minimal displacement. So in 2003 and again in 2013 Early Outs (VERAs) were offered and thousands have retired.

The Commission called for post retirement health care and pensions to be negotiated with the unions apart from the Federal plans. USPS should work with OPM and the Treasury so as not to impact the whole federal system. Also the law that requires protecting fringe benefits from being less favorable than such benefits in effect July 1, 1971 should be repealed. These remain legislative goals of management. USPS has \$320 billion in postal retirement accounts. Many have reported overpayments into CSRS and FERS but no action to restore the funds has occurred.

The Commission declared USPS should not have to pay workers comp until after a three-day period. Also, USPS should transition employees getting workers comp to retirement when the employees become retirement eligible. The first part was accomplished under PAEA and the forced retirement of injured workers remains a major goal of management.

The Commission recommended USPS fund a reserve account for unfunded retiree health care obligations to the extent its financial condition allows. They got this under PAEA forcing USPS to pay \$103.7 billions into reserve accounts by 2016.

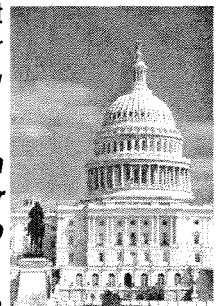
You must let members know why they are going through what they're experiencing. Privatization of the postal service is a real goal of big time entities in the United States. If you don't educate the membership you will contribute to their propensity to BLAME THE UNION for the mess at work.

Enter The PMG's STP & Congress

In 2005 the PMG followed up with Part 2 of his Transformation Plan which incorporated much of the Presidential Commission's recommendations and then some. His plan included an aggressive legislative agenda to secure "postal reform."

- ♦ In 2005 HR 22 was introduced in the 109th Congress. It was called the *Postal Accountability and Enhancement Act*. It reportedly had wide bi-partisan support in the House but died when the Senate passed it with changes.
- ♦ On December 7, 2006 HR 6407 also titled the *Postal Accountability and Enhancement Act*, containing the mandatory future retire health benefits prefunding, was introduced. It passed the House by a 2/3rd vote but **no actual votes** were ever recorded.
- ♦ On December 9, 2006 the Senate passed PAEA by unanimous consent. So called Postal Reform was enacted in less than 48 hours after more than an 11 year effort. President Bush signed PAEA into law on December 20, 2006.
- ♦ Some pundits claim PMG Potter and the BoG were against the PAEA but could only accept it and put on a good face... But here is what Potter is recorded as saying about the new postal law....

"The new law could not have come at a better time. The Postal Service has never been stronger, and the law enables us to build on our success."



A few years later he was claiming USPS would be broke. At first he pointed to the prefunding mandate but started to change his tune and message. In effect blaming a broken business model and the high cost of postal labor. (80% they continue to claim).

To this very day the USPS has "Guiding Principles for Implementation of the Postal Act" posted on its website. Two such principles are that the law "***promotes honest, economical, efficient management***" and "***supports the adoption of corporate best practices such as.....the realignment of resources to match the changing needs of customers and mailers...***"

The Law required USPS to consult with PRC to establish a set of service standards. Submit to Congress a plan for meeting these standards, including changes to the network, and description of the long term vision for rationalizing the postal infrastructure and workforce and to report on how postal decisions impact rationalization plans and early retirement offers.

The Law also gave mandates to the Comptroller General, Office of Personnel Management, the Secretary of the Treasury, Federal Trade Commission and the Inspector General.

The APWU opposed the PAEA ! ! ! !



Management's Current 5 Year Strategic Plan

- ♦ Eliminate 17 thousand full time equivalent postal jobs by 2014
- ♦ Eliminate an additional 11 thousand full time equivalent jobs by 2015
- ♦ Eliminate yet another 10 thousand full time equivalent jobs by 2016.
- ♦ Continue their mantra that 80% of total postal costs is in labor costs.
- ♦ Continue to seek more flexibility in dealing with fixed costs

THE BLAME GAME

- ♦ Blame 40% of personnel costs on benefits.
- ♦ Blame 38% of personnel costs on Federal programs outside the control of USPS (Employee Health program, RHB pre-funding, FERS, Workers Comp, Social Security and Thrift Savings Plan)
- ♦ Mail volume declining due to e-diversion
- ♦ There is excess capacity in retail locations and sortation facilities.
- ♦ Employee COLA increases are taking a toll
- ♦ Employee benefits, pensions, health insurance are too high
- ♦ Employee work rules are inflexible.
- ♦ Postage increases capped by inflation
- ♦ Congress is not moving fast enough. 6 day delivery is too costly

At press time the PMG rolled out his tweaked 5 year plan to avert what management claims will be a \$58 billion loss by 2017 if there is no legislative reform. It appears, that the PMG and some in Congress don't really want meaningful reform.

Accenture Federal Services, a USPS contractor, reportedly assisted the PMG in developing the 5 year plan. Accenture is the subject of a recent OIG audit alerting management of potential fraud risks, absence of business ethics etc. and that Accenture be suspended or disbarred. Management's response? (such action is) "Not warranted".

MANAGEMENT'S PLANS TO FIX THOSE THEY BLAME

- Consolidate operations through Network Rationalization
- Eliminate 6th day delivery of 1st class mail.
- Create a USPS Health Plan for retirees, current and future employees
- Take USPS out the Federal retirement system
- Alter the negotiation process, seek more flexibility
- Subcontract transportation.

Where is it safe at the USPS?

THERE IS NO SAFE HAVEN. EVEN OFFICES WITH 1 EMPLOYEE ARE SUBJECT TO BE TARGETED. HERE IS A LISTING OF THE JOB LOSSES IN THE WESTERN REGION.

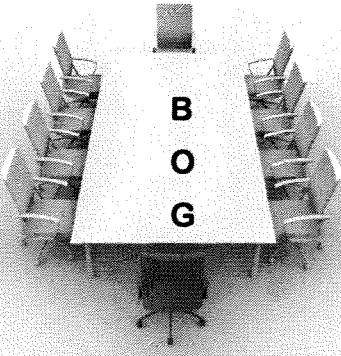
State	Percentage of Jobs Lost since STP	
AK	32%	
AZ	25%	
CA	32%	Letter carriers make up 46% of the workforce but have only been impacted by 19%
CO	32%	
HI	21%	
ID	19%	Mail Processing makes up 20% of the workforce but has lost 41%
MT	24%	Retail makes up 8.8% of the workforce but lost 33%
NM	26%	
NV	16%	Custodial occ group makes up 2.6% of the workforce but lost 37%
OR	26%	
UT	1%	How much has USPS HQ lost? Actually they grew by almost 8%
WA	27%	
WY	23%	

LET'S DO A STUDY

A recent report issued by a think tank analyzed a "white paper" entitled *Restructuring the US Postal Service* calling for the contracting out of all postal work and services except **upstream activities**—the so called "last mile." But the intellectuals recommended more study. The USPS has been studied to death. Here is a small sampling of a few recent studies and resulting reports: DRIVE,

Dire Financial Outlook/Changing Mail Use Require Network Restructuring Barriers to Retail Network Optimization ; A Strategy for a Future Mail Processing & Transportation Network; USPS Past Network Optimization Initiatives; The Cost Structure of the PS: Facts, Trends and Policy Implications; Future of First Class Mail; PS Five-Year Financial Plan; Assessment of Overall Plan Efficiency; Actions Needed to Stave off Financial Insolvency; Cost of Service Standards; Mail Processing Network Exceeds What Is Needed for Declining Mail Volume; Foreign Strategies, USPS Financial Condition: Overview and Issues for Congress; The Postal Service Role in the Digital Age. Lessons Learned from Mail Processing Network Rationalization; Lessons Learned from Retail Network Optimization... and these are just a few !!!





Governors Tell the PMG To Obey The Law– for now

The USPS Board of Governors directed management to “DELAY” the implementation of 5 day delivery until Congress and the President approve a law that will allow the PMG to cut delivery services. Or as the BoG put it... *“allow USPS to make changes that would include the authority to adjust its delivery schedule.”*

Media reports indicated the BoG's action was an effort to ensure USPS did not antagonize congress while it seeks to secure postal legislation that will meet its 5 Year Plan. But subsequent media reports revealed legal advise was given that the BoG faced possible removal for violating the law. (as always Mgt has to be threatened)

No postal worker should be dancing on the work floor. The fight to preserve service is FAR from over. Management continues to claim that Americans support 5 day delivery and so does the White House and some in Congress. There are some within our own ranks that proclaim 5 day delivery is an NALC issue. Certain outlets and the PMG even claim postal workers support the cut in service despite their Unions' efforts to fight the move. Management WILL NOT GIVE UP! Neither should we !

The BoG also directed management to take other actions:

- ***more administrative actions to reduce costs***
- ***evaluate other options to increase revenue including rate increases***
- ***try to reopen negotiations with the unions***

So AMPs , DUOs etc will continue. Will any union open up talks with management? The National already gave management \$65 million a month flexibility in work rules. Time will tell but it does not appear any union will fall for the ploy.

INTERNAL REPORTS ON MAIL PROCESSING & RETAIL OPTIMIZATION & DRIVE

Recent OIG reports reveal management needs to improve communication , as well as, ensure accurate and consistent information is shared with stakeholders regarding consolidation impacts. The OIG found that management revised the over all costs savings of AMP raising concerns of stakeholders. Management claims they are holding more press conferences, tracking progress and using their Customer First system to address mail concerns and issues. The bosses also claimed they will continue to strive to ensure accurate consistent information is shared and post more AMP info on usps.com.

The OIG reported that in retail network optimization there is a need for timely decisions on post office closures. Also management did not provide accurate and timely information to stakeholders. There is no review process on the impact of network realignments. How did management respond? They cried about the inclusion in the report of subjective/opinionated statements and management statement concerning convoluted reports. Management also claimed they have a VERY effective communication plan on retail optimization that provides consistent, accurate and timely information! ***WHAT A JOKE !*** Even their current DRIVE process has flaws in that there are no controls.



AND THE SURVEY SAYS...

A recent AARP survey revealed:

- The least favored option was closing local post offices as compared to the most favored ending Saturday delivery
- Those making over \$50,000 annually use the mail more
- Nearly half of the adults , 50 years or older send mail 4-5 times a month compared to 23% under the age of 50
- Four out of five adults age 18 years and older send mail, on average, at least one time per month.

A commenter wrote... ***“How about lowering postal worker pensions and salaries which is the true destroyer of the post office along with their health benefits.”*** That sentiment goes along with the mantra of management that 80% of postal costs are labor costs. WE MUST educate the American public of the true issues which afflict the postal service. IT IS NOT US !

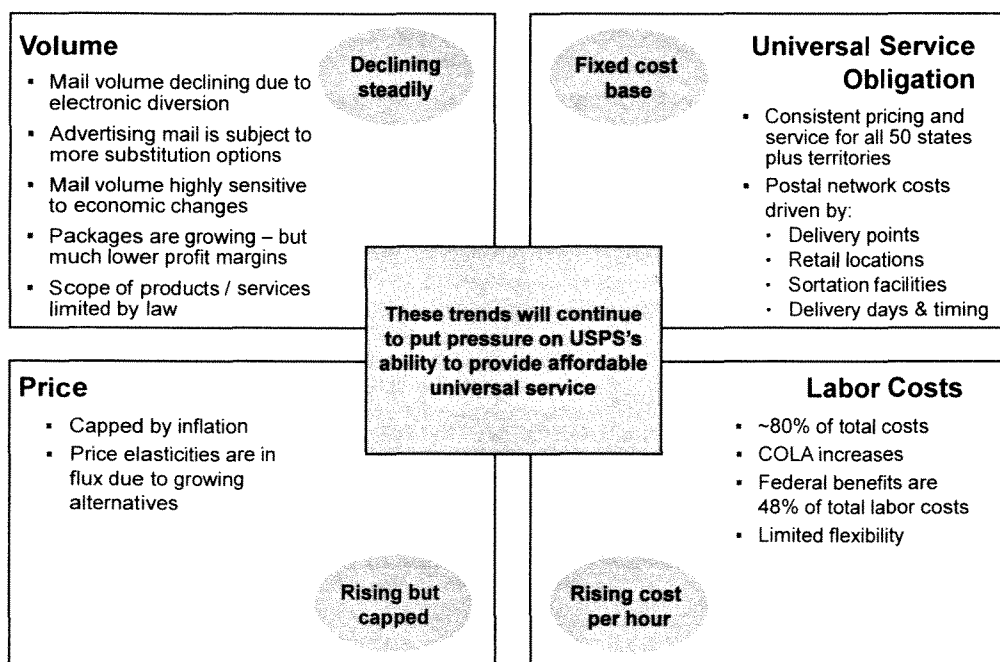


Key Legislative Goals To Regain Financial Self-Sufficiency

- ☐ **Require USPS Health Care Plan**
 - ☐ Resolves RHB Prefunding Issue
- ☐ **Refund FERS Overpayment**
- ☐ **Adjust Delivery Frequency (6-Day Packages, 5-Day Mail)**
- ☐ **Streamline Governance Model**
- ☐ **Authority to Expand Products and Services**
- ☐ **Require Defined Contribution System for Future Postal Employees**
- ☐ **Instructions to Arbitrator**
- ☐ **Reform Workers' Compensation**
- ☐ **Right to Appeal EEOC Class Action Decisions**



Many Factors Contribute to Continuing Financial Problems





Summary of Cost Initiatives in the Five-Year Business Plan

USPS has worked extensively to develop a targeted cost reduction program for the elimination of \$20+ billion of annual cost from the business within the next five years

	Description	Initial Costs / Benefits	Savings
Healthcare	<input type="checkbox"/> Health benefits plan sponsored by the Postal Service	<input type="checkbox"/> Accounting methodology & non-cash adjustments TBD	<input type="checkbox"/> ~\$5.7bn from elimination of RHB Pre-Funding <input type="checkbox"/> \$2bn from Postal Health Plan for retirees and employees
FERS	<input type="checkbox"/> Reduction in FERS obligation and "normal cost" contribution, based on USPS-specific assumptions & demographics	<input type="checkbox"/> \$6B refund of overfunding	<input type="checkbox"/> \$0.3bn annually
Network	<input type="checkbox"/> Rationalize service standards <input type="checkbox"/> Consolidation of mail processing facilities <input type="checkbox"/> Relocation of equipment <input type="checkbox"/> Capture of reduced volume workload	<input type="checkbox"/> \$120mm Opex <input type="checkbox"/> \$265mm Capex	<input type="checkbox"/> \$2.4 bn in 2014, growing to \$3.4bn in 2017 <input type="checkbox"/> Includes workload
Retail	<input type="checkbox"/> Reducing cost of service <input type="checkbox"/> Simplifying product offering to enhance customer experience <input type="checkbox"/> Optimizing levels of services based on customer demand <input type="checkbox"/> Capture of reduced volume workload	<input type="checkbox"/> \$40mm Capex <input type="checkbox"/> \$35mm Opex	<input type="checkbox"/> \$1.2bn in 2014, growing to \$1.6bn in 2017 <input type="checkbox"/> Includes workload
Delivery	<input type="checkbox"/> Delivery Optimization <input type="checkbox"/> Expand business and residential delivery to centralized boxes <input type="checkbox"/> Capture of reduced volume workload	<input type="checkbox"/> \$45mm Capex	<input type="checkbox"/> \$1.0bn in 2014, growing to \$1.8bn in 2017 <input type="checkbox"/> Includes workload
6 Day Packages 5 Day Mail	<input type="checkbox"/> Packages – 6 day delivery <input type="checkbox"/> Mail – 5 day delivery	<input type="checkbox"/> \$200mm Capex <input type="checkbox"/> \$100mm Opex	<input type="checkbox"/> \$1.9bn annually, when fully implemented
Workforce and Non-Personnel	<input type="checkbox"/> Reduction in total unit labor costs <input type="checkbox"/> Non-Personnel savings <input type="checkbox"/> Retirement plan of the future		<input type="checkbox"/> Workforce \$1.8bn in 2017 <input type="checkbox"/> Non-Personnel growing to \$2.5bn in 2017



Executing on Identified Initiatives is Core to Addressing USPS's Financial Challenges

- ☐ USPS needs to save up to \$20 billion annually over the next five years, of which nearly half requires legislative action
- ☐ Each of the Strategic Initiatives is essential in order to restore the Postal Service to financial viability

Key Items for Consideration

Healthcare	<input type="checkbox"/> USPS-sponsored health insurance is significantly more cost effective and yields equivalent or better coverage for the vast majority of annuitants and current employees <input type="checkbox"/> The Postal Service projects approximately \$8 billion of annual savings from the adoption a new USPS-administered healthcare program (including elimination of prefunding and transfer of retirees into USPS Plan) <ul style="list-style-type: none">• RHB Pre-Funding elimination of ~\$5.7bn annually plus reduced healthcare costs of ~\$2bn annually
Reduced Network Density from Volume Declines	<input type="checkbox"/> Network costs are fixed and too high relative to mail volumes and reduced density <ul style="list-style-type: none">• USPS needs flexibility as well as cost reduction <input type="checkbox"/> Better align network size with volumes <ul style="list-style-type: none">• Mail processing facilities are being streamlined and consolidated• Reducing the cost to serve in our retail network to align with customer evolving needs and provide expanded access to our products and services <input type="checkbox"/> Service levels must be addressed <ul style="list-style-type: none">• 6 day package delivery and 5 day mail delivery• Modify overnight service standard for First-Class Mail as part of network optimization• Expand centralization of delivery points
Revenue Management	<input type="checkbox"/> Expand scope of products and services allowable <input type="checkbox"/> Enhance Mail experience: Digital connections to websites, social media, purchase points <input type="checkbox"/> Targeted price changes: <ul style="list-style-type: none">• Re-price for volume• Re-price to eliminate contribution losses on certain products <input type="checkbox"/> Package Growth: Take advantage of carrier network <input type="checkbox"/> Investments in advertising and infrastructure
Governance	<input type="checkbox"/> Governors must have authority commensurate with responsibility

Grassroots & Grasstops

Once you understand and expose the current "Network Rationalization" of the PMG as being sanctioned under the PAEA and that the Congress (Republican and Democrat) voted to **demand USPS:**

- ◇ **Set new service standards**
- ◇ **Change the postal network to suite those new standards**
- ◇ **Rationalize the infrastructure**
- ◇ **Rationalize the work force**

You can use the exscessing impact as a rallying cry to work on convincing Congress their actions are the reason your members are suffering. **So WE must :**

- 1) Convince our membership they must step up to support or oppose legislation that affects them and the communities.
- 2) then have them convince our elected official their constituents are being adversely affected and need to either support /oppose Proposed postal legislation.



IT WILL NOT BE EASY ! Grassroots mobilization takes REAL WORK but it must be done. It **REQUIRES:**

- **Quality Effort** with dedicated people who truly believe and care about the issues and are fully educated on the issues
- **Quantity Effort** by dedicated people who will work to ensure the mission succeeds. These people will become the "Grass Tops" who then reach out to recruit or mobilize others to take on the mission.

Usually grassroots efforts work on legislation to secure funding or resources for special projects. Our effort is to secure the assistance of our members to try to influence legislators that our beloved institution is worth saving and that rationalization and network redesign hurts the community.

We must get our members to:

- **MEET FACE TO FACE** with their congressional reps. This is the most effective way. So if we secure 3-5 members to do this it will go a long way to help get our message to those we have elected.
- **CONTACT STAFF** of the Congressional Reps. This is an excellent way to get the word to our elected officials
- **SECURE COMMUNITY SUPPORT** from churches, civic organizations, schools, clubs, families, neighbors who will then reach out to congressional reps and/or their staff.

WE HAVE TO MAKE IT AN **E.P.I.C.** CAMPAIGN

We have to go beyond post cards and round robin petitions. We have to reach out to Republicans, Democrats and Independents. Our communication with Congress **MUST** be EPIC- **Engage**- get his/her attention; **Profess** - our problems with USPS; **Inform** and render suggestions or remedies; **Call For Action**- in a rational manner request action requiring a yes or no response from the congressional rep or staffer.

HOW WE ENCOURAGE APATHY

- **WE TEND TO ISSUE LACK LUSTER SO CALLED "NEWS BULLETINS" AND OFTEN WRITE TO OFFICERS OR STEWARDS AND NOT OUR MEMBERS AS LABOR LEADERS.**
- **WE POST (IF WE POST) INFO ON THE BULLETIN BOARD AS THE SOLE MEANS OF COMMUNICATING WITH MEMBERS.**
- **WE TRAIN OUR STEWARDS BUT DO NOT EDUCATE OUR MEMBERS**
- **WE FAIL TO HAVE HIGH UNION VISIBILITY. WE DO NOT DO ONE ON ONE CANVASSING**
- **WE FAIL TO APPRICIATE OUR MEMBERS. WE TREAT THEM AS DUES PAYERS AND NOT AS THE REAL UNION . WE FAIL TO SEE THAT WE WORK FOR THEM! !**
- **WE TEND TO HAVE STAGNANT MEETINGS. WE DO NOT PERSONALLY INVITE MEMBERS TO ATTEND. WE DO NOT HAVE ANNOUNCED SPECIAL TOPICS. WE INFIGHT TOO MUCH!**
- **WE TEND NOT TO IMPROVE THE QUALITY OF REPRESENTATION BECAUSE WE RELY ON A SCANT FEW VOLUNTEERS. WE TEND NOT TO WEED OUT POOR REPRESENTATIVES!**
- **WE OURSELVES BECOME APATHETIC TO THE NEEDS OF OUR MEMBERS. WE CATER TO THE 5% WHO FILE GRIEVANCES & IGNORE OTHERS**



Make It A Political Menu So Grassroots Is Appetizing

To engage our members and have them get involved we have to offer more than calling , visiting or writing to Congress. We need to establish a variety of action they can take part in. Sort of a "Different Stroke for Different Folk."

- **ADVOCATES**- Join the locals advocacy group that educates the members on the issues and pending legislation
- **WORKER WONKS** - volunteers who hit the doors, work floors, break rooms and lunch halls spreading leaflets and information.
- **STREET BEATERS**- a collection of go getters that will walk the neighborhoods to get our message out and solicit support.
- **FANCY FAXERS**- an arrangement of finger flexing friends who will send letters to our legislators over the fax machine
- **WITTY WRITERS**- an assortment of members, stewards, officers who will provide "talking and writing points" to help members compose letters to their congressional reps.
- **COMMUNITY CONDUITS**- members, family , members who belong to social and religions groups and who can conduct talks and secure support for our cause.
- **TWEETS AND BOOKIES**- social people, friends, fellow workers etc who use social media to help get our message out.
- **CELL MATES**- employees who will allow their cell phones to be used at the PO , Community Groups and functions to make calls to Congressional Reps or use their smart phones to contact congressional staff
- **eMEES**- internet savvy sayers who can whisk out a quick email to legislators and have their families and friends do so as well.
- **HALL TALKERS**- a select group of members who attend town hall meetings of legislators and civic body to ask pointed questions and draw attention to postal issues affect the community and these bodies as well as ask for support.

QUICK STEPS TO HELP BUILD MOMENTUM

- Identify the objective (i.e., oppose or support a bill)
- Outline Steps to take action and contract key people
- Develop concise fact sheets, brochures and material Of walking and talking points
- Build a phone and email list and make contact
- Effectively and publically debunk the opposition with fact based info
- Build media relations. Send letters to Editor , engage community papers and TV.
- Know the legislators and what they stand for

Stay On Point

The PMG likes to claim that surveys say Americans are ok with 5 day delivery. In other words America wants service cuts. When we reach out to America we need to concentrate on **SERVICE ! It is NOT ABOUT JOBS !**

Unemployment in the USA is still too high! Many have stopped looking for work. So Americans are sensitive to the claim that "Postal Jobs" will be lost because management is quick to tell the media "no postal worker will lose their job"! They also point to e-diversion and sell the idea to the media that email is killing the post office. **So, we will not secure the sympathy or support of the public if we focus on the impact on our jobs! Millions still rely on our Post Office!**

Plan The Picket! Develop talking points and prepare signs dealing with service. Select a predetermined spokesperson to **TALK ABOUT** how service will be adversely impacted.

Spread out the picket line (ten steps behind each other) to make it appear there is a decent number of picketers. Counter postal points about **VOLUME, EMAIL, SERVICE STANDARDS, STUDIES, LABOR COSTS, COLLECTIONS, EXCESS CAPACITY, NON PO POSTAL SERVICES, DUO STRATEGIES, AND THE NEED FOR LEGISLATIVE RELIEF.**



BOTTOM LINE- We are fighting for service to the American people! Optimization hurts the community! Mail delivery delays hurts business and the community. It is NOT junk mail- it is standard mail and it is growing.



Let Your Fingers Do Your Talking

It is NOT too difficult to actually get our members to do the right thing and reach out to their congressional representatives. And you can do it with your smart phone, iPad, PC, Lap Top and the Union's Congressional Contact page. Just log on, go to the apwu.org website and let your and their fingers do the rest.

GO TO THE APWU WEBSITE AND HIT THE CONTACT YOUR LEGISLATOR LINK



Search this site All Sections Advanced Search

HOME NEWS & EVENTS DEPARTMENTS & DIVISIONS PAY & BENEFITS MEMBERS ONLY

APWU Renews TV Ad Campaign

(07/08/13) The APWU is renewing its television ad campaign, with spots airing on NBC Nightly News, CNN, MSNBC, and Fox News beginning July 8, President Cliff Guffey has announced. "With postal bills pending in Congress, it is imperative that we remind the American people of the crucial role the Postal Service plays in our lives."

Ever wonder what this costs you, as a taxpayer?

SHORT CUTS

- Collective Bargaining Agreements
- Contact Your Legislators
- Excessing

THEN INPUT THE MEMBER'S ZIP CODE. The site will give you their congressional reps. and contact info

THEN SELECT -WRITE YOUR ELECTED OFFICIALS and you will be provided with a Compose Your Own Letter page. The member can select which official to write to or all of them. You should have some handy talking points, or brief letter format to help them compose their letter. Or just let them write it themselves. It is suggested that they print out the letter (if possible) and mail it as well. (we need the revenue). SUBMIT and walla it is done.

American Postal Workers Union Congressional Information Center

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Take Action!

Support HR630 and S316

Find Your Elected Officials

Elected Officials

Enter your ZIP Code and click "Go" or click here for other searches.

Zip Code Go

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Congressional Directory President Appointees

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Write Your Elected Officials

Write to ALL of your representatives with one click or just go to the individual pages linked below.

President & Congress

President Obama
- email
- info

Sen. Feinstein
- email
- info
- votes

Sen. Boxer
- email
- info
- votes

Rep. Speier
- email
- info
- votes

ZIP search error? Wrong district? [Click here](#)

TO EDUCATE THE MEMBER select the Issues and Legislation link. It will take you to the Union's latest legislative goals and the current postal issues we face.

YOU CAN REACH OUT TO THE MEDIA AS WELL AND SEND THEM A LETTER BY HITTING THE MEDIA GUIDE LINK.

Compose Your Own Letter

1 COMPOSE MESSAGE

Select recipients and desired delivery method for each:

	Email	Printed Letter
<input checked="" type="checkbox"/> President Barack Obama (D)	<input type="radio"/>	<input type="radio"/>
<input checked="" type="checkbox"/> Senator Barbara Boxer (D-CA)	<input type="radio"/>	<input type="radio"/>
<input checked="" type="checkbox"/> Senator Dianne Feinstein (D-CA)	<input type="radio"/>	<input type="radio"/>
<input checked="" type="checkbox"/> Representative Jackie Speier (D-CA 14th)	<input type="radio"/>	<input type="radio"/>

[Check All](#) [Uncheck All](#)

Subject:

Issue Area:

Editable text:

Your Contact Information:

This system requires that you provide your name and contact information. This information will not be used for any purpose other than to identify you to the recipient.

Prefix (required by some officials):

First:

Last:

Email:

Address:

City:

State:

ZIP: ZIP + 4:

Phone:

It will only take less than 5 minutes and can save our service

DEALING WITH THE BOSSES



AHH, THAT LIE I
TOLD YOU... WELL
THAT'S A LIE!

A recent management video has the PMG talking to employees to clear up "Mixed Messages."

The new message was even more mixed. The fact is the PMG does not run the postal service. The Board of Governors (BoG) steers and controls USPS.

Today's postal service is corporate and data driven. The STP made it clear that managers prefer the postal service be run as a *Commercial Government Enterprise*. Management has so many resources available and uses so much data, modeling and reports. Yet, they still manage to mis-manage. It is amazing!

SO WHO IS IN CHARGE?

The sad fact is that too many managers are promoted to a level for which they are incompetent (the Postal Peter Principle). So who is in charge and who is making all these decisions.

It is NOT the Area, NOT the District, NOT the PM, NOT the plant Mgr and definitely not your MDO or Supervisor. Frankly, USPS Office of Strategic Planning, with its so called "leadership group" and project managers, runs the show.

Web corporate complement management (webCCM) is a stated "intuitive system for excessing" used in conjunction with the Article 12 Field Users Guide. Downsizing begins with a Decision Analysis Report (DAR) issued by the highest managers (BoG) or what ever replaced the *Strategic Initiatives Action Group*. If you never heard of DAR or SIAG read Article 32.

99% of the time, excessing decisions are NOT made at the local level. The highest level of management at HQ directs the complement decisions in the field supposedly based on data.

It begins with a DAR and inputting a start date, completing Module 1 in webCCM, identifying projected savings, inputting a target date and then selecting management team members.

Preparations for targeted excessing are suppose to begin one year before the Area Move date. Low volume and revenue loss, according to management, are unforeseen circumstances. Yet we all know that at least 90% of our current fiscal crisis is manufactured.

The webCCM program still requires justification for reductions. There should be NO PSEs, No OT or Standby when reductions are effectuated. But of course we know that is not so. Such a Justification requirement is alluded to in Article 12.4.C which references, but does not explain, "**business conditions.**"

Corporate postal bosses use all the jargon of company bosses. They often refer to USPS as "the company". They refer to employees as "human capital" and the union as a "stakeholder." They claim they take "stakeholder input" into consideration in their decisions when in fact we know they actually do not.

USPS top managers are not known for transparency. The same corporate boss mentality exists at the top at USPS as does on the work floor at the local level.

DEALING WITH MANAGEMENT DURING EXCESSING

Area Management is issuing multiple Notices of Withholding in response to the dictates of the PMG and postal HQ.

Management claims they are not able to give advance notice of six (6) months. Although they are not suppose to discuss impending excessing at the local level until after the Area/Regional Art 12 Meeting far too often employees are briefed before the Union is.

As soon as the Region receives an official copy of the Withholding Notice and the Impact Statement, the Region posts it on the APWU web site and issues hard copies to impacted local(s) via the US Mail.

You must be proactive and quick to get the members ready for the impact.

USPS Wear

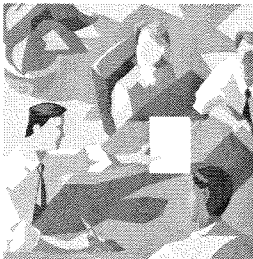
The PMG recently announced and the media carried the news that USPS was going to be offering a line of postal clothes. Management did enter into a license agreement to market fashion wear called "*Rain Heat & Snow*" smart apparel with wearable electronics.

Some called it brilliant as the USPS has name recognition and others condemned the move by declaring USPS should stick to the postal concerns of a dying dinosaur.

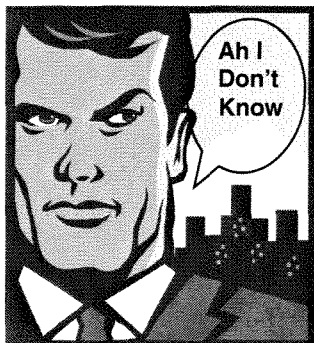
Others called the PMG's action a ploy to make sure there is work for the excess workers at USPS. Of course, it had to end up with the blame placed on postal workers.....What a circus!



Upon being notified of withholding and/or involuntary reassignments out of craft or out of the installation the Local Union should:



- **Contact** the Regional Coordinator to see if an official Notice of Withholding and Impact has been sent to the Region. And/or if a Area/Regional meeting has been conducted. If not appeals must be made!
- Upon verification of official receipt of Withholding and Impact **send a certified letter** to the Installation Head requesting to meet. Too often locals wait until employee notices are issued and then request to meet. Locals need to be proactive even if local management claims they are not prepared to meet or discuss the issues. The Local will thus be on record as requesting to meet and implement the provisions of Article 12 and the craft articles. (Should be the 1st of many meetings)
- **Hold an internal meeting** with the E Board , appointed local complement committee etc. to prepare a Labor-Management Agenda for submission to local management. Discuss all the particulars and concerns in regard to the impending impact. Review the Notice of Withholding, review the seniority list, review your attrition , review the Automated Impact Statement. Prepare the agenda in a Position & Inquiry format.
- **Send an RFI via certified mail** requesting the basic documents:
 - ⇒ *Copy of studies and/or reports on which the decision is based on.*
 - ⇒ *Copy of updated seniority list*
 - ⇒ *Copy of Unassigned FT employees list*
 - ⇒ *Copy of light limited duty employees list*
 - ⇒ *Copy of Employee Notice template*
 - ⇒ *Copy of current bids, PSE hours for last 6 months etc.*
 - ⇒ *Copy of current withheld residuals listing*
- **Issue Bulletin to Members**
- **Conduct a Special Membership Meeting**
- **Prepare to file UFLP** in the event management is not transparent or refuses to issue requested documentation. The Local must determine if the refusal is a ploy or the local boss really does not know. Ignorance of the issues is of course no excuse. Just because the boss says he/she does not know does not mean that it a fact. Areas conduct many telecoms on complement with District.



THE AREA/REGIONAL LEVEL MEETING

The CBA and JCIM require meetings with the Regional Union as much as six months in advance of anticipated reassignments. The actual verbiage in the JCIM requires such a meeting no less than 90 days before the employees are reassigned.

These meetings , once held face to face, are now usually held via teleconference and rarely six (6) months in advance. When they are held in advance they usually are well in advance of six months so as to render the meeting useless.

At these meetings the Area is to advise the Region of the anticipated impact by craft and the installations with available residual vacancies. Pursuant to Article 12.5.B.4 management is to provide the union with a listing of the residual vacancies for the excessing event.

Many times there are insufficient residual vacancies or management declares they don't have any but will proceed with the excessing anyway. This issue was arbitrated at the National level and the Union did not prevail!

Pursuant to the JCIM (page 98) notice to the regional union is in the form an **Impact/Work Hour Report**. This IWHR does not mean much at the Regional level. It is transmitted to the Local level for review as it lists current and projected Hours and OT. It also lists the number of employees on rolls by craft, number of employees by category and the number of employees targeted for impact. The reports also contains a date for implementation (usually not accurate).



The affected local **must** review the Impact Report closely and communicate with the Regional Office any overt discrepancies so that the Coordinator can challenge the issue with the Area BEFORE employees are issued their 60 day Notice.

Although the JCIM under 12.4.B declares that studies and reports resulting in reassignment of employees outside the craft/or installation are provided to both the regional and local union nothing in the CBA establishes what is to be discussed at the Regional/Area level meetings. The MOUs in the back of the CBA lend a hint of some possible issues– 21 Day eReassign, Creation of new or more efficient assignments to lessen impact.

The Region always requests that Locals submit their concerns and issues to the Coordinator so as to place those items on the Area/Regional Labor Management Meeting. Many do not do so. The result? Local concerns are not dealt with early in the process.

Managing the Politics of Excessing

A local president should not handle the entire impact by him/herself. However, the local president needs to deploy skill and ingenuity to properly manage the migration madness within the current USPS.



There are no "union rules" on how to manage the crisis and trauma of excessing. Members do not want to hear about "Job Security Protections Against Lay Off" when they are losing "their" desired assignment and work location.

Often a change of schedule of one hour will cause an uproar from affected employees. Next to the receipt of a termination notice the Notice of Involuntary Reassignment is likely the most traumatic experience a postal worker will ever face.

Members will go through three basic stages

1. They will go into denial. "This won't really happen will it? Nah!"
2. They will become fearful. "What will happen to me?"
3. They will blame the Union. "It's the damn union's fault. I am getting out of this crappy union!" "The President doesn't do anything!" "How come junior stewards aren't impacted?"

You must manage the rage that will take place in any excessing impact. Consider the following:

- You will be blamed by and used by management as a scape-goat for their staffing plans. Be careful what you sign or agree to verbally. **YOU MUST immediately lay blame for what is happening on management and the outside entities.** You **MUST** communicate the big picture. Issuing Newsletters, having meetings are ok but you **MUST** also be visible on that work floor. You may feel the heat but you **MUST** spread the word personally one on one!
- You need to ask members for their support in reaching out to Congress. Although this outreach should have occurred months ago, the activation and motivation of the membership to make congressional contact **MUST** to be a major component of your battle plan. By engaging members to engage their elected representatives you will demonstrate the reality of the big picture and what is happening to them is part of that big picture. Warn them that they may get a response claiming the congressional reps can't interfere. Use your iPad, Smartphone, lap top to have them write to Congress via the APWU Congressional Information Center (see page 10A)
- If you enter into any agreements with management your intent and actions will be misunderstood and criticized.
- Before entering into any side bar agreement with manage-

ment get the sanction of your membership. Hold a Special Meeting to discuss the "proposed" agreement. Let debate take place and then put it to a vote. You can vote on the proposal itself or on securing the authority to negotiate.

- If you do enter into a side bar agreement make sure it is in the form of a Memorandum of Understanding. Make sure you **dot your i s and cross your t s!** It should contain a disclaimer of being made without prejudice. It should contain a sunset date (end). It should **ALWAYS** be to lessen the impact and inconvenience to employees.
- Your internal malcontents or opponents will point an accusing finger at your mismanaging of the impact or the level of your competence. The key to dealing with this issue is to communicate with your members, educate your stewards and members on the issues, the process and your actions. There will **ALWAYS** be someone second guessing your efforts.
- Understand that you are being challenged by the National to administer CBA provisions, that for the most part, were written when President JF Kennedy was still alive. Review the CBA. But more importantly review the JCIM provisions which offer more detail on the process. Secure and review all Q&As on Article 12. Secure and review all Q&As on PSEs and Article 12. Secure and review all Q&As on NTFT and Article 12.
- Contact your NBAs and Coordinator for assistance. Invite them to meet with your members to explain the process. You **DO NOT** have to deal with this mess by yourself. Your local is autonomous ! If you do not invite don't expect us to show!
- Weigh the pros and cons of conducting a joint stand up talk with management to impacted employees. You may give the impression that you sanction management's actions or otherwise give credence to the supposed justification used by managers to excess employees. Meet with the members !



WHAT YOU **MUST** NEVER DO:

- ◊ Never ignore the impact to members and their emotions and family concerns
- ◊ Never keep the members in the dark by not informing them of the CBA interpretations and applications, Seniority rights, reassignment protections and realities.
- ◊ Never make side bar deals without securing protection and sanction
- ◊ Never ignore the principles of seniority
- ◊ Never rely solely on or blame the Regional/National Union
- ◊ Never trust management to do the right thing!

THE PSYCHOLOGY OF EXCESSING

Being a union officer or steward in today's postal service is no doubt stressful, especially when you consider that being a union rep. is a voluntary.

Imagine what an employee feels upon receipt of an Involuntary Reassignment 60 day Excessing Notice. Of course, it could be worse, it could be a Pink Slip Lay Off letter. **Even though it is not a lay off notice it still greatly impacts workers!**

The first reaction of many members facing excessing is to blame the union. "**Damn Union! I'm getting out.**" Then the reaction turns to denial- "eh it's not gonna happen." Then panic- "why me what will I do, where will I go?" "**Damn Union!**" All these are basically natural reactions.

As their union representatives **we have to make sure we do not add to their anxiety.** We **must not** be flippant, non-responsive or intolerant to impacted members. As their "elected or appointed" LEADERS **we must recognize the needs of these employees.**

All humans have similar needs no matter the culture, race, beliefs or values. Postal Workers have similar needs no matter the craft or tenure. Maslow arranged those needs in a pyramid. This is not a detailed presentation on human behavior. But we do have to recognize and respond to two human needs when dealing with the issue of excessing.

1. **BASIC NEEDS**— will they be able to relocate, pay their bills, provide subsistence, qualify on their new job, commute 100 miles (or more) daily? An employee's self esteem is also affected especially if they have tenure. About 47% of the workforce as of 2012 was eligible for retirement. Even employees with 2 yrs seniority can feel this loss of self esteem.
2. **BEING NEEDS**— employees need order in their lives. They need justice and fairness to prevail. To impacted employees a forced involuntary reassignment to an undesired job or location is unjust and will turn their daily existence upside down.

The need to put food on the table, have a stable home and school life for them and their family is very real. Remaining in their craft with the co-workers they know and associate with is a real need. The feeling of losing seniority, job status, ranking, salary/benefits is very real. They spend most of their awake time with their current co-workers. These relationships are important to them. The fear of not qualifying and facing termination is evident. Their exposure to forced transition without knowing the rules bothers them. The insecurity of going to another craft terrifies them. The anger over PSE utilization and the fear of PSEs themselves over job loss is real and must be dealt with.



YOUR ROLE AS THEIR UNION LEADER

Management is taking everything away from them. So they turn to their Union and freak out when they discover the Union does not run the company and can not stop the downsizing. Their safety net is dismantled so they react with hostility. They demand what they believe is job security. **AND THEY WANT IT FROM YOU!** They turn to their Union because it is the union that is suppose to protect them from the injustice of involuntary reassignment. But, they do not react to management with such open hostility.

A good percentage of that expected hostility could be lessened if you and your local has already educated the membership on the BIG PICTURE. They know what to expect and why. But you **MUST** still be the motivator to these impacted workers. Of course, you too have needs (affection, acceptance, respect and all the other needs). If your needs are not met depression can set in. In reality management's **Network Rationalization** is out of your control. Yet YOU **MUST** still motivate impacted workers to once again reach their quest to satisfy their needs. Often you turn to others (e.g. regional, national officers) for assistance to meet your needs. And of course national/regional officers have needs as well.

Everyone is tense, emotional and anxious! WHAT DO YOU DO?



"All humans have similar needs no matter the culture, race, beliefs or values"

BE TRUTHFUL

Being honest and fair with impacted employees is CRITICAL! But the truth is, the "truth" is hard to define. In "excessing" the truth is more closely related to "FACT" or "REALITY". When dealing with impacted member issues you have to be factual. Make a good faith effort to be accurate and articulate on:

- 1) **the contractual interpretations and applications of what is occurring**
- 2) **assessment of possible grievances and quick action to address them**
- 3) **deal with the facts themselves and not ignore any aspect of the situation**
- 4) **in order to respond you must know the facts, act on them and inform members**



Integrity is a virtue. You must start off by being true and honest with yourself. You can not solve the USPS financial crisis. You can not stop excessing! Article 12 permits excessing, but imposes conditions and restrictions. Our principle goal is to enforce the CBA to lessen employee dislocation and inconvenience. But, when responding to members you:

- ♦ **Must not be arrogant, obtuse or dogmatic!** Take your time to listen to the concerns BEFORE you respond. Don't snipe or give sharp responses. Don't ignore questions or render quick knee jerk responses.
- ♦ **Must not be hypocritical!** Get off your high horse.! You work for the members. You must not fabricate issues or lie to the membership. And you must not be phony. LISTEN, RESEARCH then RESPOND!
- ♦ **Must not be Indifferent!** You must not only show you care BUT you must actually care. You have to act without bias. Just because these employees may be leaving your jurisdiction does not mean you have no responsibilities or obligations. You are their LEADER– so LEAD. You have to respond to your membership. You have to be visible and available 24/7 !
- ♦ **Must no have Triviality.** The impact on employees is serious and important to their lives and livelihood. If you treat their questions, concerns, comments and needs as unimportant it undermines your integrity as a unionist and their elected leader. It causes them to despise you, the union and often leads to discord.

In fact you must have "INTELLECTUAL INTEGRITY" which requires you to not just be "truthful" but be open to ideas and even criticism. If you practice this intellectual integrity other virtues needed in this crisis should flow naturally...(e.g., honesty, courage, humility, adaptability and real communication.) *Recognition of another's needs is part of this intellectual integrity.* Once you do your "VERY BEST" you will have lessened the burden placed on you and those you represent. You will be a Union leader.

Socratic Theory of Representation

You should note that impacted employees will almost always approach you with questions. Too often we quickly respond with a contractual citation or answer defensively especially if they question the inaction of the union or the fairness of the process. You can better defuse any antagonistic situation by responding to the question with a question.

Employee: "Hey I have 19 years seniority why did I get this letter." **You:** "What is your seniority date? Have you earned lay off protection? Have you changed crafts? "

Employee: "Do I lose my seniority." **You:** "Do you intend to come back to your craft/installation"? Would you want to retreat?

In both of your responses you give the employee a goal to be achieved (protections against lay off, hope of returning to their craft or work site). Of course you must be contractually and factually prepared when it gets to a point no further questions can be asked of him/her and you have to answer the specific question. [e.g. "I think I'm protected against lay off how would I know" "Have you earned the protection by working 20 out of 26 pay periods for six continuous years?" "I guess so how do I know for sure?" "Have you reviewed your latest Form 50 it would show there?" "I will have to review it" "Ok let me review the contract to see if your seniority is impacted." Then you look up Article 12 Sec 2. and then the craft articles and find out the answer.

This type of communication usually works better in person (face to fact). You are visible, responsive, truthful and factual. But remember never to be indifferent or flippant with your responses. (And for God's sake do not ask silly phony questions). The welfare of your members and his/her best interest should always be your greatest concern. It won't be easy but it can be done. Good luck!

Communicate With Your Members

When the realities of *involuntary reassignment* hit postal workers, upon receipt of their Excessing Notices, many members cry out... *"Why wasn't I told."* *"Why is the Union not doing anything."* *"I am getting out of the Union."*

Of course the Union has issued countless alerts, published articles, provided mailings, asked for assistance to contact congress over the years. Far too many members turn a deaf ear to the pleas of the Union until the issues affect them personally.

But we must not give up on our members! **Communication and Action are the keys in these situations.** Upon receipt of a Withholding Notice/Impact from the Area/Region:

- ♦ The Local should issue a general release News Bulletin on the impact to the entire workforce. It can be bold and provocative without being scandalous.
- ♦ Give a straight report on the "management" issued notice of Withholding, impending impact, target date in general timeline terms, (you don't want to be blamed if management changes the date) and number of possible employees affected. Make sure you pin the excessing impact on management, congress and privateers!
- ♦ This News Bulletin should be in addition to your regular local newsletter to ensure everyone knows it is a **SPECIAL DEAL!**
- ♦ Provide an Editorial on the Local Union's view point and position on the impact in your paper. Make it as professional and an easy read as possible.
- ♦ Write news articles on what preliminary action the local is taking in your paper.
- ♦ Write another editorial article with an overview of the "BIG PICTURE" to educate your members.
- ♦ Write a separate instructional article on the CBA provisions involved without being too technical. Write for your members NOT your stewards.
- ♦ Promise to issue follow up News Bulletins with updates to be sent to "members" homes and issue them during the course of the 1st 90 days to your members.



personal and a direct mailing that will help build support from your members.

- ♦ If you intend on picketing advise them of all related info and the need to attend. Assure them picketing under the ELM is legal as long as they are out of uniform.
- ♦ Outline the contractual component of the Principles of Seniority and Reassignment. But do not get too technical. Citations of Article 12.5.C.5.b(3) don't mean much to the average rank-and-file member. What they want to know is what it means to their work and home life and how it is suppose to be applied.
- ♦ DO NOT rely solely on email to get the word out. You'll only be adding to *e-diversion*.
- ♦ DO NOT refer members to other union officials. You are their elected leader- **LEAD !**

CONDUCT MEANINGFUL MEMBERSHIP MEETINGS

Conduct special meetings in accordance with your local constitution. Get the word out by flyers , special postings and word of mouth via stewards/officers.

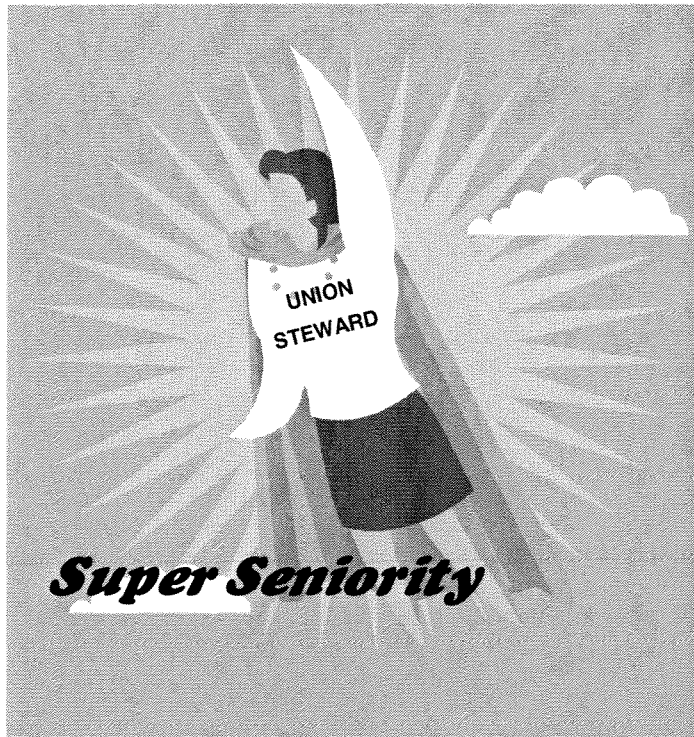
- ♦ Discuss the issues prior to the meeting with your E-Board. Make sure E-Board minutes are taken and if read contain meaningful information about the issues.
- ♦ Prepare a power point presentation, or charts or hand outs. **KNOW** your subject matter and anticipate the inquiries. Follow a protocol ! Make sure everyone knows the Order of the Day. Present, then stop and ask for questions. Keep minutes and keep it informative.
- ♦ Prepare for the meeting. Ensure you have enough space. Anticipate the need for more room and provide adequate seating.
- ♦ Be professional. Emotions will be high. For many members this will likely be their first union meeting. They may not know parliamentary procedures. **DON'T BE TOO FORMAL** but also keep decorum. Anticipate and defuse hostility.
- ♦ Take questions in order and answer truthfully. If you don't have the answer say so and find it, then issue the answer in your updated newsletters.
- ♦ Blast mismanagement to hell but don't get stupid about it.
- ♦ Control the debate but do not stifle it. Make sure that any contemplated side bars with management are sanctioned by motion and action of the membership. Announce only members can vote. Do not focus on dissenters but give them their right to be heard.



SEND A DIRECT LETTER TO EACH MEMBERS HOME:

- ♦ Make your letter bief and to the point but with sufficient detail. Do Not BS , promise or posture. Outline what the local is doing in regards to the impact.
- ♦ Do not rely solely on your newsletter. This is to be a

HAVE FOLLOW UP MEETINGS- serve refreshments but NO BEER !



One of the most contentious issues that arises whenever there is an excessing impact is the issue revolving around Steward Super Seniority.

The reason it becomes so contentious is due to a lack of education on the part of the Local's Leadership. Super seniority is NOT intended to protect shop stewards. The contractual and legal intent is to *protect the membership* and rights of those who remain.

Despite the fact that the protection is found under Steward's Rights in Article 17 the contract provisions serve the interests of the employees in the bargaining unit. Try telling that to workers facing excessing. Not easy– BUT A MUST !

Stewards MUST be certified in accordance with the formula in Article 17. The fact is stewards can be involuntarily reassigned . The term "super seniority" is NOT found in the text of the CBA. It is found in Article 12 of the JCIM. The JCIM declares:

"when it proposed to reassign a steward or chief steward , the Employee will not be involuntarily transferred to another tour, station, or branch of the particular post office or to another independent post office or installation unless there is no job for which the employee is qualified on such tour, or in such station or branch or post office."

Article 17. Section 3 of the JCIM also makes reference to Super-seniority. It states... *"Article 17.3 prohibits a steward from being involuntarily reassigned from a tour or facility/installation unless there is no duty assignment for which the steward is qualified. In other words , superseniority rights must be observed even if it requires an involuntary reassignment of another, more senior employee. This prohibition applies ONLY if there are APWU bargaining unit employees who continue to be represented by that steward."* This rule does not apply to alternate stewards.

An arbitrator ruled.... *"...a steward is NOT protected against*

involuntary transfer where there is no job or work he (she) could perform at the installation where he/she held a bid job...this protection is not unqualified, there must be a job available for which the steward is qualified."

Does a steward represent him/herself? Management will point to the JCIM and contend there are no other employees a steward will represent so keeping the steward is absurd.

Arbitrator Bloch wrote..."*In the judgment of the Arbitrator, such reasoning while having merit, would not serve to negate the clear language of Section 3, which protects a union steward, subject to the qualification that there exists no job or work the steward is qualified to perform (even with medical restrictions).*

The contract language includes no exception as regard protection against involuntary transfers on the basis of the number of bargaining until employees whom the steward is responsible. Even if there is no one to represent , the principle applies that...he also serves who stands and waits" and the parties have so provided.

NO SUPER DUPER SENIORITY IS PROVIDED FOR

Stewards are not immune from excessing from a section either. But, they can't be transferred off the tour certified to represent in.

The provisions in the JCIM under Article 12 declaring that following excessing, stewards maintain this "super seniority, for the purpose of bidding on initial vacancies over excessed employees wishing to exercise their retreat rights, were intended to refer to in section bidding. The National intends to delete this section of the JCIM and/or declare it void.

For bigger operations super seniority is applicable on the tour the steward is certified. During major AMPs some locals scramble to readjust their certification lists. This may draw suspicion from members. Locals must properly certify stewards BEFORE any excessing is announced or even rumored.

THE FORMULA

The JCIM makes it very clear when a local appoints (certifies) stewards the union must certify which work location a steward will represent and only one steward may be certified per work location. Alternate stewards may be appointed to cover absences of the regular stewards. The number of stewards appointed, may be less, but cannot exceed, the number provided by the formula. Of course union certification of stewards must be in writing.

In excessing situations at times a large number of employees are targeted for excessing leaving a much smaller work force in its place. The formula for stewards pursuant to Article 17 Section 2 is: *Employees in the same craft PER TOUR or STATION:*

- | | | | |
|------------|------------|---------------|--|
| • Up to 49 | 1 steward | • 200 to 499 | 3 stewards |
| • 50-99 | 2 stewards | • 500 or more | 5 stewards plus one additional steward for each 100 emp. |
| • 100-199 | 3 stewards | | |

Management seeks to enforce this formula and some locals are able to stretch the numbers. Noncertified Presidents are exposed!

Devil In The Details

The PMG's accelerated rationalization is causing Area and District management to scramble to take action to cut hours.

Since 2008 the Regional Coordinator has been warning locals USPS HQ was directing field managers to use Article 7 Section 2.B to "detail" employees out of their craft and or installation. And since that time local managers have been doing just that.



These are "involuntary details" that undermine the principles of seniority and reassignment and the current restrictions of the CBA. The corporate jargon for this is— *Load Leveling*. Inherent in Article 7.2.B and C is the assumption that the qualifying conditions are reasonably unforeseeable or somehow unavoidable. While management has the right to schedule tasks to suit its needs on a given day that does not equate to creating insufficient work by intentional staffing. This premise is found in the current JCIM [page 39]. But how does that fit in the current mad rush to downsize, rationalize and optimized the post office?

What Is The Protocol?

CBA Article 12 .5.B.5 requires a notice of not less than 60 days in advance to employees "detailed" or reassigned from one installation or another. Advance notice to employees is required!

Per JCIM , Article 7.2.B is applied on a particular day to attain employee respective work hour guarantee, as provided in Article 8 Sec 1 and 8 Sec 8.

What management is doing under 7.2 is not the 180 day details of Article 12. 5.C.6 [although in some impacts centralization is what is taking place if there are placement opportunities with the current 50 mile radius restriction.]

In the Pacific Area an Article 7 DETAIL Protocol was issued wherein the District is to first seek volunteers and then "detail" by juniority. No such known protocol exists in the Western Area. However, since excessing is by juniority (i.e., the most junior impacted employee is reassigned) it stands to reason the involuntary details should be by juniority. At times lists of "details" are proffered for preferencing which confuses employees. Locals must explain the process and have workers sign "under protest".

The Position of This Region

When management does detail employees across lines or installations they must show there was insufficient work or exceptionally heavy work.

EL 312 Section 716.1 limits details to a certain period and section 716.11 declares the employee must meet the qualification standard of the position which they are assigned to.

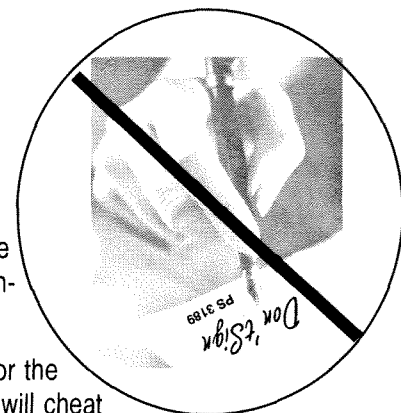
ELM 434.61 requires the payment of out of schedule pay if the employees are forced into schedules other than their bid hours.

ELM 438 outlines the requirement on travel time (TP on the clock) to be paid at the appropriate rate if the employee travels through towns, municipalities, cities or unincorporated areas between the installation of the employee and the installation the employee is involuntarily being detailed to. Per diem is also awarded if work and travel exceed 10 hours.

Mileage is also to be paid to detailed employees for the miles driven to and from the installation detailed to.

NOTE: "Detailed" employees should be advised NOT to sign a Request For Temporary Schedule Change

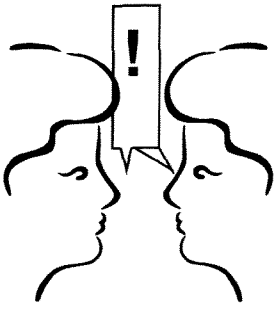
- A temporary schedule change is for the employee's convenience.
- This type of "detail" is NOT for the employee's convenience and will cheat the employee of being eligible for the Out of Schedule Pay (OOS) usually required by USPS Handbooks.



What Locals MUST Do

Both the gaining and losing locals involved in the Impact must monitor the detailing. **Both locals must:**

- Talk to the detailed employees, secure documentation (copies of excessing notice, copies of detail notice, statements, current bid assignment schedule, identification of towns, cities etc., assignment forms, preference forms, etc.)
- Ensure that employees are given orientation on and about the receiving installation. Ensure employees are paid OOS, TP on pay day. Follow up with both installation managers as to who is to process the pay. File appeals as necessary.
- Appeal grievances as necessary. **It is the position of our region that details undermine Article 12 BUT.....**



A SPLIT DETAILED POSITION

There is no question that today's details are directly tied to Article 12 issues. In some instances the "detail" notice is titled— **Article 7/12 Detail Preparation**.

Despite this obvious attempt to undermine the principles of seniority and reassignment there is a split at the NEB level in regards to the official position of the union on challenging these so called "details"

One half of the NEB is disposed that so long as FTRs are paid mileage ad/or travel time, as appropriate , and the assignments are in the same wage level, these temporary assignments do not violate the CBA. This disposition is apparently based , in part, on a 1979 arbitration award by Arbitr Aaron.

The other half of the NEB takes the position that these Article 7 details differ from those described in Article 12 and therefore undermined the protections of the principals of seniority and reassignment. (A reading of the Aaron award reveals that the issue proffered by management and adopted by the arbitrator that the reassignment of Chester PA employees in July 1977 had nothing to do with Article 12 but was related to work options provided to workers to go to Philadelphia or take leave/LWOP.)

Since management started their current Article 7 details in lieu of excessing under Article 12 the NEB has debated the issue but as of press time there has been no definitive position by the NEB. Even so these Article 7 details are just as traumatic to members as involuntary reassignments (excessing) and details appear to be immune to the current 50 mile radius restrictions.

In a 2012 regional arbitration award (F06C-1F-C 10109984) an arbitrator ruled....

".....The Postal Service violated Article 7.2.B of the National Agreement when it temporarily detailed PS Lv 6 Clerks to work as PS Lv 4 Laborer/Custodians. Management is to cease and desist any further temporary assignment to positions not within their own wage levels, or not consistent with their knowledge and experience."

The case evolved from the notification to the Union of USPS's intend to excess 195 clerks from the installation. The excessing notice also stated... "it may also be necessary to utilize the provisions of Article 7.2.B of the National Agreement and detail some or all of the impacted clerks during the notice period."

Within 30 days after receiving 60 day notices, to-be-excessed clerks were issued Form 1723 Assignment Orders temporarily reassigning them as Labor/Custodians. The Local Union filed a grievance citing a violation of Article 7.2.B arguing that the maint assignments were not the same wage level nor was the knowledge and experience the same.

Management took the position that Article 3 gave it the right to assign these employees. The clerks, they argued, did not have sufficient work within their craft to maintain 40 hr work weeks. guaranteed by Article 8. They also cited declining mail and deteriorating finances. Management also argued that Article 25.Sec 2 allows temporary detailing to a lower level position being paid at employee's own rate. They claimed it is Article 25 not Article 7 so management complied with Article 25 by paying the same rate.

The arbitrator did not buy it and declared Article 3 subjects management to the provisions of the National Agreement including Article 7. She referenced Arbitrators Cushman, Bloch , Danehy [E7C-2E-C 41567; F00C-4F-C 03213523] and she adopted their reading of Article 7 as hers. She ruled for the Union.

The Local sought the National's support in a legal challenge to the USPS's continued effort to detail clerks into carrier positions. The bottom line questions were... *"Is this an arb that could be used in other parts of the country in particular with our PVS in Calif.? Would HQ (attorneys) enforce this arbitration for us?"*

...these Article 7 details are just as traumatic to members as excessing is and appear to be immune to the current 50 mile radius

HQ responded by stating the "award addressed only TEMPORARY details under Article 7 and would have little or no relevance to an Article 12 excessing event....There are issues at this level regarding equivalency but I don't see how going to court on this award would affect that....." The matter was referred to the attorney and president and that was that!

One Craft Director , however, took the position that*"This supports the position of some of us (referring to 6 members of the NEB) that management cannot make these details to avoid the Article 12 requirements."*

Management continues to detail and the debate has not been settled. In fact in a recent National level case regarding Article 12.5.B.4 requirement concerning residual vacancies (which the Union lost) the arbitrator's footnote quoted a top union witness as testifying the Postal Service has options...other than having a hundred people sit at their installation for 3 months... *"delay actually moving the machines and the mail until they did have enough jobs....Alternatively , they [could] detail people , whether that would be cross-craft details, temporary details....either cross-craft or to other installations, both of which the Postal Service does use on occasion."* **Our struggle over details continues!**

AREA MAIL PROCESSING

AMPs are part and parcel of Network Rationalization first dreamed up by the PMG in 2002-2004. PAEA AMPs have been prevalent throughout the country and are currently on fast track.

The Postal Corporate Communications Department, Consumer & Industry Contact, Government Relations Dept along with HQ Labor Relations work with (or direct) District Management on the process of an AMP.

From conducting a Study: (Newsbreak, talking points, employee stand ups, letters to congress, community leaders, news release, local mailer letters and internet posts .

To conducting Town Halls (15 day public notice of meeting, stakeholder notices, congressional notices, development and presentations of PDF powerpoints, summaries posted on usps.com., holding the meetings and controlling the discussion with a script). Management has scripted responses to address the major concerns usually raised, such as:

Delays in Service

Increase in costs to mailers

BMEU entry & Bulk Rate Changes

Lack of public sympathy

Collection Time Changes

Biohazard and weather impacts

Loss of Jobs

Lack of postal credibility

Customer Service Issues

Economic impact on community

Loss of postmark



If AMPs were not so devastating to workers and the community the public Town Hall scripted public meetings would be a BIG JOKE !

To what they are suppose to study (determine if there is a business case for relocating processing and distribution operations from one location to another; evaluate impact on service standards for all classes of mail using EXFX, CSM, etc.; impact on local customer, including degrading/upgrading of 1st class mail, collections, BMEU, retail availability, drop shipments, etc.; impact to staffing, analysis of costs and saving to be achieved)



To the decision to consolidate (comments summary posted on usps.com, HQ unions notified, Area notification to Region, District notifies local ,state offices of civic leaders, USPS sends letter to Congress in DC, PM sends letter to the community, Dist LR sends letter to Local Union, Area sends letter to the media. Management issues a Newsbreak to employees and conducts stand up talks.)

To selling the AMP even after the decision (changes are necessary for USPS to remain viable by prudently matching capacity to reflect declining mail volume and revenue; changes must be made to reduce costs and compete in the market; there is identifiable excess capacity (equipment and complement) with a need to combine (consolidate) mail processing to another postal site. AMPs are not new they have been used for 20-30 years; reliable efficient service is the main focus of AMPs so patrons can continue to get high quality service; no town or community will lose their postmark; needs of customers, financial realities along with management commitment to postal employees will be balanced.)

TIME IS MONEY so the AMP must be done as soon as possible and feasible.

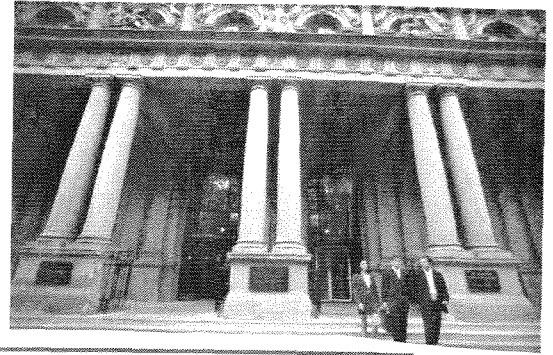
HOW DO WE FIGHT AN AMP?

Many locals fall into a frame of mind that once an AMP is approved there is little that can be done. Of course, a key to stopping an AMP is to be proactive in the entire process to begin with. Membership education is critical and so is community and media activity.

As far back as August 2009 during the rush of the PMG to consolidate delivery units (DUO) and optimize retail this coordinator proposed we appeal to the PRC. The response from HQ was.... *"any strategy to oppose consolidation and closures that relies upon appeals to the PRC is "too little, too late." First the office has to close; then the PRC may or may not entertain the appeal; and even a sympathetic PRC may not have the authority to force a reopening of the station , although the PRC may recommend other remedies...."*

The National Union eventually filed an Unfair Labor Practice to secure un-redacted copies of AMPs. The Union prevailed but must sign a waiver not to disclose the information. So the Regional Coordinator made an inquiry as to how to use these reports. That inquiry is still awaiting a definitive response.

From: Omar Gonzalez
To: [Greg Bell](#)
Subject: Unredacted PIR
Date: Thursday, April 18, 2013 2:24:00 PM
Attachments: [\(04-10-13\)\(Devine Patrick\)\(USPS First Post Implementation both reports redacted unredacted\).pdf](#)



Can the data on page 51 be used to show that there were more hours used post AMP than Pre AMP and Proposed? If so how do we do that?

Thanks,

Omar

Meanwhile various local unions have made appeals to the PRC. What will become of these appeals remains to be seen! But we MUST never just give up. We have to fight on all fronts !!!

Postal Regulatory Commission
Submitted 4/29/2013 4:27:25 PM
Filing ID: 86878
Accepted 4/29/2013

Before The
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPLAINT OF BAKERSFIELD AREA LOCAL AND
CONSUMERS OF USPS

Docket No. C2013-4

**UNITED STATES POSTAL SERVICE MOTION TO DISMISS COMPLAINT
(April 29, 2013)**

Pursuant to 39 C.F.R. 3030.12(b),¹ the United States Postal Service ("Postal Service") submits this motion to dismiss the Complaint filed on April 8, 2013, by the Bakersfield Area Local of the American Postal Workers Union ("Local").² In its Complaint, the Local argues that the Postal Service's ongoing implementation of the Network Rationalization Plan, which was first announced in September 2011—and which was the subject of proceedings in PRC Docket No. N2012-1—violates 39 U.S.C. § 101(d), section 302 of the Postal Accountability and Enhancement Act of 2006 ("PAEA"),³ and unspecified provisions of the National Labor Relations Act ("NLRA"). As set forth more fully below, the Postal Regulatory Commission ("Commission") lacks jurisdiction to hear the Local's Complaint, which is both procedurally defective and fails to set forth any issues of material fact or law that would entitle the Local to relief. Accordingly, the Commission should dismiss the Complaint with prejudice.

¹ Pursuant to this rule, the Postal Service's Answer is deferred. If the Commission denies the Postal Service's motion or postpones disposition, the Postal Service's Answer is due within 10 days of the Commission's action.

² The Local also includes as complainants "Consumers of USPS," but makes no attempt to explain the allegations upon which it is asserting general claims by all Postal Service customers. Furthermore, the Local lacks standing to assert such a claim as it makes no allegations that it is representative of the entire class. *Cf.* Fed. R. Civ. P. 23.

³ Pub. L. No. 109-435, 120 Stat. 3198 (Dec. 20, 2006).

BACKGROUND

On September 21, 2011, the Postal Service published an advance notice of proposed rulemaking ("ANPR") in the *Federal Register* to revise 39 C.F.R. Part 121.⁴ The revisions in the ANPR proposed to alter the service standards for some market dominant products, thereby facilitating the consolidation of its mail processing operations and reduction in the number of facilities committed to these operations. The ANPR stated that, if the Postal Service determined to go ahead with its plan, it would seek an advisory opinion from the Commission pursuant to 39 U.S.C. § 3661 and would publish a notice of proposed rulemaking. As a result of the ANPR, the Postal Service received more than 4,200 comments, including comments from the national office of the American Postal Workers Union ("APWU").

On December 5, 2011, the Postal Service filed its request for an advisory opinion from the Commission ("Request") on the proposal to revise the service standards for market dominant products. See PRC Docket No. N2012-1. The Request also informed the Commission that the Postal Service was conducting a parallel notice-and-comment rulemaking to revise the service standards.

On December 15, 2012, the Postal Service published a Notice of Proposed Rule ("NPR") in the *Federal Register* proposing new service standards for certain market dominant products.⁵ In response to the NPR, the Postal Service received more than 100 written comments.

⁴ Proposal to Revise Service Standards for First-Class Mail, Periodicals, and Standard Mail, 76 Fed. Reg. 58,433 (Sept. 21, 2011).

⁵ Service Standards for Market-Dominant Mail Products, 76 Fed. Reg. 77,942 (Dec. 15, 2011).

MVS "Win" Translates Into More Intense Work and Effort

The recent March 4, 2013 Arbitration Award issued by Impartial Arbitrator Stephen Goldberg was a MAJOR win for the Union's membership but, the fact is it was not total victory against management's push to contract out craft work.

To be sure, Goldberg's award "...the postal service can no longer justify contracting out work that would be less expensive to keep in house on the ground that it has given due consideration to cost as well as the other Article 31.1 or 32.2 factors. To be sure each of those factors must be considered, but if factors other than cost do not rule out keeping work in house, and the cost of keeping work in house would be less than contracting out, both the text and the bargaining history of the Contracting MOU require that the work be kept in house." is a powerful ruling but still requires all other Article 32.1 and 32.2 factors to be considered.

After six days of intense hearings the arbitrator ruled:

1. Article 32.1.B applies to the proposed California mode conversion. Accordingly, the Postal Service must comply with Article 32.1.B **BEFORE** making a final decision on whether or not California PVS work will be contracted out.
2. Article 32.2 does apply to the California mode conversion.
3. The Memorandum of Understanding regarding Contracting or Insourcing of Contracted Services applies to all contracting out of highway transportation work, including that controlled by Article 32.2.
4. The "fair comparison of all reasonable costs" called for by the MOU Regarding Contracting or Insourcing of Contracted Services is to be made at the times called by Article 32- in an Article 32.1.B proceeding at the time the Comparative Analysis report is being developed; in an Article 32.2 proceeding within 45 days of the Postal Service furnishing the Union with the information called for by Article 32.2.C.

Mode conversions (where the entire PVS operation is out-sourced) is not new but stopped in 2009 as a result of a maligned "Work Rules Pilot MOU" Most members do not know the history of Article 32 and how it evolved in subsequent CBAs. Also most members have no idea what is involved in situations where the union challenges management's contracting out.

More Hard Work Ahead

The arbitrator ruled that USPS must comply with Article 32.1.B "prior" to making a final decision on whether or not CAL PVS work will be contracted out. This provision requires "intensive and time-consuming analysis which goes into developing the

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MANAGER, LABOR RELATIONS
Pacific Area



April 25, 2013

Omar Gonzalez
Western Regional Coordinator, APWU
1350 Old Bayshore HWY. Suite 360
Burlingame, CA 94010

RECEIVED
APWU

APR 25 2013

WESTERN REGION
COORDINATOR

DEL CON

RECEIVED

MAY 03 2013

OAKLAND LOCAL APWU

This is to advise you that the Pacific Area will be cancelling the events listed below relative to the contracting of PVS operations. The impacted employees will be advised by separate letter that they are no longer impacted at this time.

DISTRICT	EVENT	BID INSTALLATION
BAY VALLEY	40125	OAKLAND
	39917	SAN JOSE
	39837	OAKLAND
	40093	SAN FRANCISCO NDC
	39898	SAN FRANCISCO NDC
LOS ANGELES	40153	LOS ANGELES
	39842	LOS ANGELES
	39918	LOS ANGELES NDC
SACRAMENTO	39856	SACRAMENTO
	39836	SACRAMENTO
	40222	ORANGEVALE
SAN DIEGO	39876	SAN DIEGO
	39839	SAN DIEGO
	39796	SAN BERNARDINO
SAN FRANCISCO	40487	SAN FRANCISCO
	39950	SAN FRANCISCO
SANTA ANA	39838	LONG BEACH
	39756	ANAHEIM
	39738	ALHAMBRA/INDUSTRY
	39916	SANTA ANA
	39896	SANTA ANA

If at a later date, a decision is made to contract vehicle operations we enter new events and will issue new impact statements. Please note not included in the list above is Event 43244 which is tied to the Long Beach AMP.

If you have any questions, you may contact me at (858) 674-3193 or Linda Shumate at (858) 674-3183.

Jay Roberts
Manager, Labor Relations

Comparative Analysis report." Also five factors must be given due consideration—public interest, cost, efficiency, availability of equipment and qualification of employees.

"Also critical to all this is what costs are to be compared—estimated or actual? So the Union has a considerable burden in showing that it is less expensive to keep MVS work in house then contracting out. This is especially made difficult when we have to rely on USPS generated data."

This fact is demonstrated by the extra ordinary meeting of the craft leadership and counsel in Kentucky to decipher, correlate and analyze the critical data necessary to protect the other 60 or so sites targeted for outsourcing. The National Union has also gone back to Goldberg over the residual issues of this critical case. Although the letter above cancels the CA PVS Impact the FIGHT RAGES ON!





Veteran's Preference Issues

Often the issue of Veterans Preference Eligible rights comes up during the insane excessing and involuntary reassignments currently going on. Locals scramble to find answers. The APWU's web site on the President's page contains a link to Veteran's issues where the official position of the National Union is referenced in a Q&A format. (there is also a 2009 article on Waivers)

Here is that page:

Cliff Guffey, President
Telephone: 202-842-4250

- ▶ About the APWU President
- ▶ APWU Past Presidents
- ▶ Veterans Issues

Questions About Veterans Preference

(Excerpt from an article by then-Executive Vice President Cliff Guffey that appeared in the November/December 2002 issue of The American Postal Worker magazine.)

The following are APWU responses to frequently asked questions about Veterans' Preference:

Q: Can a preference eligible employee be excessed from a section or installation to an assignment at the same wage level?

A: Yes.

Q: Can a preference eligible employee be excessed from a section or installation to a lower-level assignment?

A: No.

Q: Can the preference eligible employee be skipped?

A: No. Skipping the veteran would violate Article 12 and the craft seniority articles, and could not be done unless in accordance with an agreement made prior to November 2001. The excessing would have to stop.

Q: After excessing or a reduction of employees is announced, what happens if a preference eligible employee volunteers to be reduced?

A: Unless the preference eligible employee first was provided with an opportunity for a specific same-level job, the voluntary action would violate the RIF rules.

Q: Can a preference eligible employee be excessed to unassigned status?

A: Yes, but only within the same installation.

Q: As an unassigned worker, can the preference eligible employee perform lower-level work?

A: On occasion, yes. On a daily basis (temporarily), yes. There has been a Merit System Protection Board decision that permits putting an employee in a lower-level assignment on a temporary basis. We are now seeking a board decision on the definition of "temporary." We do not believe that this definition will include a situation in which a preference eligible employee remains unassigned for years, with no attempt to assign the employee to a same-level assignment.

A September 2012 admittedly poorly written MOU called Clerk to Clerk Excessing has provisions on Vet Pref Eligibles which states:

3. If a veteran preference eligible clerk is reached when assigning impacted or unassigned employees to lower pay level duty assignment the following will apply:

- A. the most junior non-preference eligible clerk in the gaining installation shall be reassigned to the lower pay level vacancy**
- B. The impacted preference eligible clerk will then be assigned to the duty assignment previously occupied by that junior non-preference eligible clerk.**
- C. Any employee reassigned to a lower level duty assignment shall receive saved grade and shall not be required to bid to their former level for two years to retain the saved grade.**
- D. The non-preference eligible clerk moved to the lower level duty assignment shall have retreat rights back to their former assignment the first time it becomes vacant. If the retreat right isn't used the first time the job was vacated it is lost.**
- E. A veteran preference eligible clerk for personal convenience may waive the right to appeal through the grievance process, to the EEOC, and/or the Merit Systems Protection Board and select a duty assignment at a lower level with saved grade with the same saved grade in 3C above.**
- F. If no Lv 7 vacancies exist, or if all Lv 7 occupied positions at the gaining installation are occupied by veteran preference eligible clerks, the Article 12 withholding radius will be expanded to allow for placement unless the veteran preference eligible clerk applies 3C above. For this purpose the 40/50 mile restriction on excessing clerks will not apply. The USPS will discuss with the APWU Director Clerk Division prior to expanding the withholding area.**



At a recent NEB Mtg the Coordinator requested an update on efforts to revamp the MOU. The response is management has no interest in doing so. Western Area management claims this applies to all situations and all crafts. It is the position of the Western REGION it does not and must be challenged when misapplied. (see all 6 sections of the Sept 25, 2012 MOU)

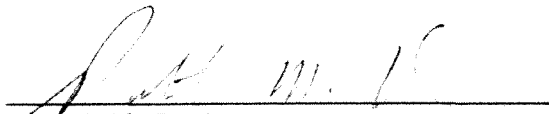
**Memorandum of Understanding
Between the
American Postal Workers Union
And the
United States Postal Service**

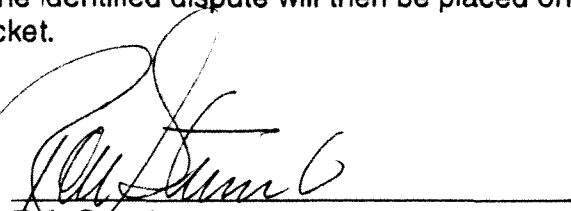
This memorandum represents the parties' agreement with regard to clerk craft employees who are being involuntarily reassigned into clerk craft vacancies in other installations, after being excessed from their present installation.

1. Impacted full time regular clerks will be placed into clerk withheld residual vacancies at the gaining installation at the same, higher, or lower pay level for which they are qualified.
2. Clerks will be excessed from the losing installation by inverse seniority in their craft and status, full time regular or part time flexible, without regard to pay level.
3. If a veteran preference eligible clerk is reached when assigning impacted or unassigned employees to lower pay level duty assignment the following will apply:
 - A. The most junior non-preference eligible same pay level clerk in the gaining installation shall be reassigned to the lower pay level vacancy.
 - B. The impacted preference eligible clerk will then be assigned to the duty assignment previously occupied by that junior non-preference eligible clerk.
 - C. Any employee reassigned to a lower level duty assignment shall receive saved grade and shall not be required to bid to their former level for two years to retain the saved grade.
 - D. The non-preference eligible clerk moved to the lower level duty assignment shall have retreat rights back to the former duty assignment the first time it becomes vacant. If the retreat right isn't used the first time the job was vacated it is lost.
 - E. A veteran preference eligible clerk for personal convenience may waive the right to appeal through the grievance process, to the EEOC, and/or to the Merit Systems Protection Board (MSPB) and select a duty assignment at a lower level with saved grade with the same saved grade in 3C above.

F. If no Level 7 vacancies exist, or if all level 7 occupied positions at the gaining installation are occupied by veteran preference eligible clerks, the Article 12 withholding radius will be expanded to allow for placement unless the veteran preference eligible clerk applies 3C above. For this purpose the 40/50 mile restriction on excessing clerks will not apply. The USPS will discuss with the APWU Director Clerk Division prior to expanding the withholding area. .

4. Impacted clerks, and senior in lieu of volunteers, may be placed as unencumbered regular clerks in the gaining installation provided that local management has completed a bid management review with area concurrence and sufficient vacancies will be available for placement of all such unencumbered regular clerks (regardless of pay level) within three (3) months of the date the employees were placed. These unencumbered clerks must bid on all available vacancies in the gaining installation or be immediately placed into the first available residual vacancy by management in accordance with the provisions of Article 12 of the National Agreement, provided that Level 7 veteran preference eligible clerks who were involuntarily excessed will only be placed into Level 7 residual vacancies or in accordance with paragraph 3 above.
5. In the event that a Level 7 BMEU Tech or Lead SSA are excessed via the terms of this MOU, and the first replacement employee in the losing installation fails to qualify, the excessed Level 7 BMEU Tech or Lead SSA will be returned to their former assignment and the least senior clerk will then be excessed from the losing installation with a 30 day notice to the employee.
6. Any disputes arising from the terms of this MOU, or other Article 12 local issues, will be resolved by the national APWU-U.S. Postal Service Article 12 Task Force. If the Article 12 Task Force cannot agree upon a resolution, either party may declare an impasse. Each party will identify the issue in dispute in writing within 30 days after the declared impasse on the subject. The identified dispute will then be placed on the appropriate Article 15 arbitration docket.


Patrick M. Devine
Manager, Contract Administration (APWU)
United States Postal Service


Rob Strunk
Director, Clerk Division
American Postal Workers Union, AFL-CIO

September 25, 2012



WITHHOLDING

Article 12 Section 5.B.2 of the CBA requires the Area VP to give full **consideration** to withhold sufficient full-time and PT flexible positions within the area for full time and PT flexible employees who may be involuntarily reassigned.

The JCIM interprets this as... ***The Postal Service will provide the APWU Regional Coordinator with a notice of intent to withhold residual vacancies in which to place impacted employees.***

A residual vacancy is a duty assignment that goes unbid, and remains after assignment of unencumbered /unassigned employees and activation of retreat rights, including Clerk Craft bidding pursuant to Part 7 of the MOU on Transfer Opportunities to Minimize Excessing.

LOCAL NOTICE REQUIRED

The JCIM (page 99) requires local management to give the local union president a **written notice** that a (residual) duty assignment is being withheld pursuant to Article 12.

The CBA in Article 12.5.B.2 declares.. ***When positions are withheld, local management will periodically review the continuing need for withholding such positions and discuss with the union the results of such review.***

- In the Clerk Craft (CBA Article 37.3.A.3) when vacancies are withheld under the provisions of Article 12, the local Union President will be notified in writing.
- In the MVS Craft there must be an impacted employee who meets the minimum qualification, BEFORE a residual vacancy can be withheld .
- In the Maintenance Craft residual vacancy duty assignments PS5 and above will only be withheld if an identified impacted employee meets the minimum qualifications for that withheld duty assignment.

OTHER FACTORS

A sufficient number of residual duty assignments will be withheld to place impacted employees and per the JCIM management will not withhold more residual vacancies than are necessary to place all impacted employees and will release residual duty assignments not needed.

Once a residual vacancy is withheld it cannot be reverted except now pursuant to a Clerk MOU clerk withheld residuals can be reverted when operationally justified because of significant operational changes, transportation changes, tech and mech changes, etc and go through an ADRP which is convoluted and often a useless process.

The length of time residual vacancies may be withheld should be based on projected impact, attrition and the scheduled date of the event. Each situation of withholding must be examined separately based upon **local fact circumstances!** [JCIM pg 101]

Withholding positions for excessing is justified when positions in the losing craft or installation must be reduced faster than can be accomplished through normal attrition.

The JCIM (page 99) declares ***Following Regional notification, the parties will meet at the Regional/Area level to discuss the excessing event. At this meeting, the Employer will provide a listing of the residual vacancies for the excessing event.*** The Union took the position that at the required Area/Regional meeting management was obligated to issue a listing of residual vacancies sufficient to place all the impacted employees. Management took the position that the new contract language did not require this! **In his April 2013 arbitration award , Arbitrator Goldberg ruled that under 12.5.B.4 the USPS sole obligation is to provide the Union at the 90 day meeting with a list of "AS MANY" residual vacancies as it has AT THAT TIME.** In other words WE LOST !!

Since then management has been proffering residuals to impacted employees that are not on any lists. **More than ever we rely on Locals who must monitor and police the WITHHELD LISTS and what is offered to impacted employees.**

IT IS AT THE LOCAL LEVEL THAT WITHHOLDING NOTICE IS TO BE PROVIDED AS ASSIGNMENTS BECOME RESIDUAL. The supposed cumulative lists issued to the Regional Union are not complete. In fact there are few and far between residual vacancies available for the placement of employees. Management tries to capture them within each 90 day move date.

RADIUS

The term radius is referred to often in Article 12. It usually refers to a circular geographical area in which management is required to place excessed employees.

The CBA established a **100 mile radius** for reassignment to other installations after making reassignment within the installation. In fact Article 12.5.C.5.B(1) begins at a 100 miles of the losing installation but also allows for involuntary reassignment in **more distant** installations if it is determined necessary.



The JCIMs (2007/2004) interpreted this provision as management designating the available residual vacancies and if a sufficient number are not available within 100 miles, consultation with the affected union is required. The current JCIM (2012) interprets the provisions as... *“Management designates the available residual vacancies and if a sufficient number is not identified within the **appropriate radius** of the losing installation, consultation with the affected union is required.*

The withholding of assignment is not actually restricted to a “radius” per se. The JCIM (page 99) declares that after notification to the union at the area/regional level, residual vacancies may be withheld in all crafts in the affected installation and in **surrounding installations**. On page 100 the JCIM provides that the geographic area within which residual vacancies will be withheld depends on the number of employees being excessed, residual vacancies available in other crafts within the installation and the attrition rate.

CBA Article 12.5.B.4 provides that after the regional notification the parties meet and management provides a listing of the residual vacancies. We lost the argument that enough residuals have to be provided for the excessing to continue. Be that as it may the CBA goes on to state: ***“If the RADIUS of the event exceeds 50 miles, the parties will agree on a timeframe for the offering and awarding of the residual vacancies. This agreed-upon process is to provide the impacted employee(s) at least 60 days written notice of the awarded duty assignment PRIOR to the reporting date, unless the parties agree to a lesser period.***

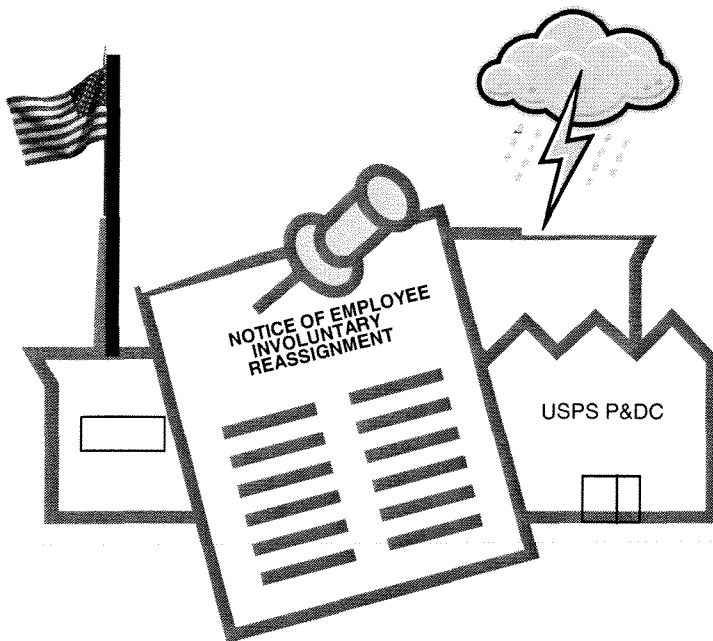
If the RADIUS is within 50 miles, the parties will agree on a timeframe for the offering and awarding of residual vacancies. This agreed upon process is to provide the impacted employee(s) at least 30 days written notice of the awarded duty assignment prior to the reporting date, unless the parties agree to a lesser period.” So the CBA does provide for excessing beyond 50 miles and beyond 100 miles!!

MINIMIZING EXCESSING MOU

The current CBA (2010-2015) contains an MOU (page 342-343) that is intended to “minimize” the impact on employees and the operation. It is a sequential process: First: voluntary transfers (21 day eReassign) then management reviews their operations 1) to create new and/or more efficient assignments within the installation that “might” lessen the excessing need; AND 2) to look for scheduling opportunities to “offer” assignments which are consistent with local operational needs and reduce/eliminate the need to excess.

THEN– when employees are not able to be placed within their installation and craft, the parties [at the national level] will meet to discuss options to avoid or minimize involuntary excessing, such as modifying work schedules, and will determine what options will be implemented. **THEN–** if there remains a need to place employees after exhaustion of ANY AGREED-TO actions, excessing outside the installation or craft MUST be to an assignment with **FORTY (40)** miles from the losing installation, or **FIFTY (50)** miles if reassignment within forty (40) miles IS NOT FEASIBLE. **THEN–** if in unusual situations there are insufficient residual vacancies available for placement within fifty (50) miles, the parties will determine what steps may be taken. Has there been excessing beyond 50 miles by mutual agreement? Yes, but few and far between. However, management circumvents Article 12, in the opinion of this Coordinator and others, by using so called Art 7 details.

Radius is also involved in Relocation Expenses (50 mile rule). The JCIM (page 107) defines 100 mile radius– is measured by determining the shortest driving distance between the losing installation and the gaining installation. When an installation has multiple facilities, the point of measurement is set at the **plant** (or acknowledged main office in any customer service only installation.) 21 day eReassign has a different radius definition they say. The 100 mile radius for 21 day eReassign is NOT measured by determining the shortest distances between the losing and gaining installation but is an actual geographic radius from the impacted installation. (In reality under the current JCIM radius is defined the same!)



UNION & EMPLOYEE NOTICE

The CBA provides for notice at the Regional level on the intent to withhold residuals for an impact.

The JCIM provides that the union at the area/regional level will be given notice (when tech, mech or operations changes) impact the bargaining unit no less than 90 days in advance, (six months in advance whenever possible). This notice shall be in the form of an Impact/Work Hour Report.

"After" this notice a regional labor/management meeting is held to develop on going flow of communications to insure that the principles of Article 12 (reassignment) are met. New JCIM language says the parties will meet to "discuss" the excessing event.

There is no CBA/JCIM language providing for a cover letter or what must be on the cover letter. As a consequence in the Western Region the Pacific Area gives a more detailed rational than the Western Area does. What is issued is forwarded to locals.

For more on the Automated Impact Statement see page 51 A

Affected regular work force employees are entitled to an ADVANCE notice before making involuntary details or reassignments from one installation to another. When the employee is provided the advance notification, the APWU local president will be notified of the *subsequent letter given to the employee(s)*. Both the losing and gaining local presidents are to be notified. **This provision, found in the JCIM (page 104) , MUST be enforced.** Both the losing local president and the gaining local president must communicate!

At the local Labor-Management Meeting (described on page 13) the Local should ensure that one of the agenda items is that the Local be provided copies of employee notice letters, preference listings and reassignment letters. Locals should have prepared the members of what to expect (see page 9). By playing a proactive role and communicating with all members (impacted and non impacted) the Local will be way ahead of the trauma caused by the receipt of these notification letters.

Normally when excessing is outside the craft but within the installation this notice is a 30 day notice. When excessing from the installation , management is required to provide a **minimum of 60 days** advance notice. There are two types of advance notice required:

1. **General notice issued 60 days in advance. This usually contains information notifying the employee he or she is impacted.** There are no actual criteria of what this general notice is to contain. In the Western Region years of struggle in the Pacific Area has resulted in a more comprehensive general notice that explains seniority rights, retreat rights, vet pref info etc. In the Western Area very little information is given because they use the general template provided by webCCM. The Local union must be proactive in securing as much information as needed to fully inform the impacted employee of the full meaning of the general 60 day letter. This can be done in a RFI or Labor Management Meeting or in a general written inquiry issued to local management asking about seniority rights, retreat rights, preferencing , eReassign etc.
2. **Specific notice issued 30 days in advance. This notice usually follows the preferencing period (if there is more than one available residual vacancy) and contains information identifying employee placement selection and report date.** Locals must ensure they are issued copies of these letters as provided for in the JCIM. They must also police the accuracy of the information and it behooves the Local to ensure the excessed employees fully understand what they must do to retreat. DO NOT leave all the communication to management. They often screw it all up or give wrong info. **The Locals MUST be proactive.**

ALSO– Seniors in Lieu of should receive notice at the same time soliciting volunteers to be reassigned in lieu of junior employees. Too many times management FAILS to solicit senior volunteers OR they issue excessing notice to seniors which creates mass confusion. Locals must be on the alert to ensure this process is provided for properly. A Local must make inquiry at the LM Meeting of when and how seniors will be solicited. Also, if local management fails to solicit seniors the Regional Coordinator must be notified immediately and if not rectified within 72 hrs the local MUST begin to file individual grievances for each senior employee and also for each junior employee. When notifying the Coordinator the Local MUST provide specifics– Who, What, When, Where, Why & How?

Lessening The Impact



As stated before, the CBA does not prohibit involuntary reassignment. If the Union could stop it why would the Union not do so? Many of our members refuse to understand this.

Article 3B— grants management the exclusive right to transfer, assign and retain employees within the postal service. Sec D grants them the right to determine the methods, means and personnel by which operations are to be conducted.

Of course these rights are subject to the provisions of the CBA and must be consistent with applicable laws and regulations. Under the JCIM they have the power to manage but must do so in accordance with applicable laws, regulations, contract provisions, arbitrations awards, letters of intent and memoranda of understanding.

The Principles of Reassignments

Article 12.Sec 4.A - A primary principle in effecting reassignments will be that dislocation and inconvenience to employees in the regular work force **SHALL** be kept to a minimum, consistent with the needs of the service....

Article 12.5.B.1 - Dislocation and inconvenience to full-time and part time flexible employees shall be kept to the minimum consistent with the needs of the service.

The Local Union's role

Article 12 use to be called the old Appendix A and was written for the most part in the early 1960s. The provisions were designed to place restrictions on the involuntary reassignment of employees and to lessen the trauma of being dislocated.

Local Unions **MUST** be proactive in lessening this impact. The scope of this effort was outlined by Arbitrator Garrett in a national level arbitration (AC-NAT-3052):

"....one obvious purpose of giving notice is to provide opportunity for an involved union to investigate facts and make suggestions calculated to minimize 'dislocation and inconvenience' to full time and part time employees affected.....while the union, after notification, would have reasonable opportunity to present facts and suggestions to the service, there can be no obligation by the Service to engage in "collective bargaining" regarding the reassignments."

So your role is to ensure that the PRIMARY principle in effecting reassignment is complied with. While management does not have to "negotiate" with the Local Union it is required by Article 3 to comply with the CBA, Step 4s, Arbitration Awards. Many of the provisions in Article 12 of the JCIM evolved from Step 4s. Management is also required to comply with MOUs per Article 3.

MINIMIZING IMPACT

Locals must manage the excessing. There are no provisions for the Regional Union to file appeals for violations of the excessing provisions. Locals must enforce the CBA and challenge the actual process of the excessing.

However, they do not have to do this alone. Local officers involved with the impacts can and should make constant contact with the Region to ensure a concerted effort to minimize impact.

Several ways for minimizing impact are provided for in the CBA:

- *When excessing occurs in a craft, either within the installation or to another installation ...whether an employee in the affected craft is recovering from an off or on the job injury has no bearing. Other limited duty employees temporarily assigned to the craft undergoing excessing, are to be returned to their respective crafts BEFORE excessing can occur. Also no offer of reemployment or reassignment of limited duty employees can be made until **ALL** employees with retreat rights have had the opportunity to retreat. [This requires the Local Union to request the names of all employees on limited duty and where they are deployed]*
- *All PSEs working in the affected craft AND installation will be separated to the extent possible **PRIOR** to making involuntary reassignments. There is an obligation to separate PSEs **if** doing so would yield sufficient hours for a regular duty assignment, either NTFT or traditional: that is, 8 hours within 9 or 10 hrs , five days during a service week. [This requires the Local Union to know who the PSEs are and where they are deployed. It also requires the Local to request and chart the hours PSEs are working to ensure the hours equate to a Full Time position. **Remember the PSE is not the enemy!**]*
- *Management is to identify duty assignments within the appropriate radius held by PSEs which **SHALL** be made available for the reassignment of excessed career employees. [This requires the local to be extra alert to know those assignments the PSEs are working within the craft or installation. Of course if the PSEs are separated there **MAY OR MAY NOT** be such assignments available. An RFI should be submitted if the local does not have the information already.]*
- *Those residual duty assignments into which PSEs have opted to occupy, the parties shall identify the existence of any other duty assignments within the withholding area occupied by PSEs in order to minimize the impact of excessing on FT career employees in the regular work force. [This requires both the local and management to be proactive in the process]*
- *Management shall identify duty assignments within the appropriate radius held by PSEs which shall be made available for the reassignment of excessing employees. [The National arbitrated over this and lost. The arbiter said Mgt is only obligated to identify & separate PSEs within the radius who are working on posted duty assignments but not cobble hours].*



LESSING IMPACT *continued*

- An employee may not be excessed for failing to bid on any NTFT duty assignment. Employees are excessed based on their seniority in a craft, pay level and status up to the number of the IDENTIFIED impact. [This requires the Local to ensure it is the most junior employee that is excessed. Also, the Local must ensure only the number of employees identified in the Automated Impact Report are reassigned. Sometimes local or district bosses will try to increase the number. While no notice is actually required to reduce the number of impacts due to attrition etc. another Regional Notice is required if they increase the number.]
- ALL attrition from duty assignments for which impacted employees are minimally qualified within the craft and installation regardless of level (and not limited to the impacted work location) will be counted after the Area notification to the Regional Coordinator including the exchange of the Automated Impact Report. [This requires the Local to track removals, transfers, resignations, retirements etc. and to apply that attrition from the date the Region receives the Notice to Withhold or Intent to Withhold and AIR.]
- In additional ALL attrition created by the 21 day eReassign that occurs after the Region receives Area notice of impact is to be counted to reduce the impact in the losing installation. [This requires the Local Union to be vigilant on what is offered on 21 day eReassign and what assignments are awarded. 21 day eReassign begins on the first 21 days of each month for a period of usually 90 days. So for at least the first two postings, if not the 3rd, there should be attrition that is counted. Employees may not have access to 21 day eReassign for the first few days of the 4th month because they should have been re-assigned by then.]
- When reassignment is to withheld vacancies outside of the employee's present installation, the date on which the reassignment will occur will be the same for all impacted employees. Excessing of APWU employees within the same Postal Area (now nationwide) CANNOT occur more than once in any three (3) calendar month period, except by mutual agreement of the parties. [This mean the Local has about 90 days to attempt to minimize the impact. But it is 3 calendar months and not 90days. Usually move dates are at the beginning of a pay period so as not to disrupt pay. But the move date can not be before 90 days. The Local must not delay or hesitate to begin to work on minimizing the impact. It is going to take a lot of work but it can and MUST be done at the Local level. It behooves a local, if they have sufficient officers, to assign particular concerns/issues to one or another officer. After dealing with management then meet and coordinate the efforts and results.]
- An employee may volunteer to replace an impacted employee in the same craft or occupational group. These volunteers will be selected by seniority. In the clerk craft these employees volunteering to a clerk residual withheld assignment retain their seniority. But they do not get retreat rights. In the MVS craft the volunteers take their own seniority in the same wage level and position description. [This requires the Local to immediately impose on management the obligation to solicit employees to volunteer. Locals must make sure management does not issue everyone (senior and junior) an excessing letter. There are no provisions on what is suppose to be on a Solicitation Notice but at least there should be a posting listing withheld duty assignments they would be volunteering for and what seniority rights will prevail. Also, they must be educated that there are no retreat rights. A Local who successfully monitors and exposes this opportunity will go a long way in reducing the impact to other more junior employees. Of course, the juniors that remain may be subject to realignments from the sections, qualification criteria and even future excessing events]
- All full-time clerks, regardless of seniority, level or senior/best qualified status in the impacted installation will be eligible for consideration in the 21 day eReassign process. This will reduce the number of involuntary reassignments necessary in an excessing situation.
[This too requires the Local to police the eReassign process to ensure attrition is applied]
- Management is to review its operations to create new and/or more efficient assignments within the installation that might lessen the excessing need. [This exact language is found in the Minimizing Excessing MOU. There is no explanation of what this entails. It appears to be more NTFT jobs but the JCIM does not require impacted employees to bid on these jobs so they won't be excessed. In the clerk craft all work hours are suppose to go into creating desirable duty assignments. That craft has created a web based scheduling program rolled out May 2013. At the very least the Local must meet with Local management and establish what if anything they intend to do to comply]
- Management is to look for scheduling opportunities to offer assignments which are consistent with local operational needs and reduce/eliminate the need to excess. [Again there is no explanation of what this means. There are no Q&As on the application of this criteria.]

WHO SHOULD THE LOCAL WORK WITH TO MINIMIZE IMPACT?

- District Complement Transitional Coordinator
- Local Management (to a limited degree)
- Regional APWU Coordinator if the above do not fully cooperate. Do not delay in appeals

Maintenance Matters

Each craft has several aspects of the Principles of Seniority & Reassignment that are particular to the craft. In fact Article 12 Section 3.B provides that specific provisions for posting for each craft are contained in the craft posting provisions of the Agreement. 12.5.B.9 declares that whenever the provisions of the Section establishing seniority are inconsistent with the provisions of the Craft Articles of the Agreement the provisions of the Craft Articles shall prevail.

In the Maintenance Craft , employees are identified for excessing by their installation seniority (continuous time in the craft & installation) and occupational group (position designation/level). Essentially, according to the Maint Article 12 officer, excessing actions in this craft can occur in order as follows:

1. Involuntary reassignment across sections within the same installation and craft.
2. Involuntary reassignment across crafts within the same installation
3. Involuntary reassignment to a different installation, a) to the same craft b) to a different craft.

[The following provisions of Article 12 do not apply to Maintenance– 12.5.C.8; 12.5.C.7; 12.5.C.6]

Maintenance employees may be excessed to a same or lower level assignment for which they are qualified. To be considered qualified an employee must either be eligible under the current in-craft process for the position in question or be a maintenance craft employees in the same level and occupational group as the vacancy.

SAVED GRADE

To receive saved grade , if excessed to a lower level , employees must request placement on the PERs (promotional eligibility registers) in their former (higher) level. It is not clear if this request is in writing and to whom it is submitted (gaining or losing installation) apparently to their former installation before the employee is actually excessed.

RETREAT RIGHTS

When excessed out of the craft the first opportunity to return to the Maintenance Craft shall be to the first same or lower level duty assignments which remain vacant AFTER the in craft process for posting and filling duty assignments. The retreating employee must be qualified for the residual vacancy assignment. The employee forfeits future retreat rights to the occupational group and level if he/she fails to exercise the retreat rights. If request is to a lower level duty assignment the employees receives saved grade.

OTHER LOCAL ACTION REQUIRED

- Locals must secure the current authorized staffing package for all Maintenance Sections
- Proper staffing levels determination applies to the issue of employees being reassigned across craft lines or out of the installation or staying in the Maintenance Craft. A local should already have the entire Staffing Package and all related documents. If not the Local must request it from Local management. If management delays immediate appeals for all impacted employees should be generated.
- Most maintenance employees are minimally qualified to be reassigned to the carrier craft. If excessed into the carrier craft saved grade applies. Saved grade requires the employee apply for the former higher level not all levels. Such employee begins a new period of seniority but regains his/her seniority upon return to the Maintenance craft plus all time served in the other craft. Local need to educate employees on the impact of being assigned to the carrier craft. Return to the Maintenance Craft is automatic to the first opportunity to the same or lower level and the completion of in-craft posting and job filling process. If return is to a lower level jobs saved grade continues.



Each Craft Article Provides For Varied Circumstances Regarding Excessing. The Maintenance Craft has several nuances

MAINT MOU

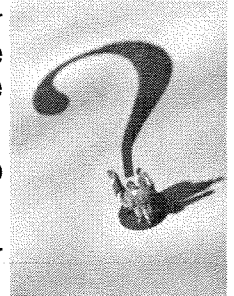
This craft has a peculiar MOU titled: Maintenance Craft Discussions Per Article 38.3K (Excessing). There has been much back and forth with Management and our own HQ as to how, when and by whom this MOU is applied. It does not appear that the clear language of this MOU is actually intended to be exercised as it is written in paragraph one of the MOU found on page 411 of the CBA.

However pursuant to the interpretation and/or application expressed by the Maintenance Craft Director at HQ the point of the MOU, is to “*address the rare circumstances where equity would demand than an occupational group or occupational group restriction on vacancy selection is appropriate. That requires HQ approval as Article 12 allows for selection to be from same or lower level.*”

Referrals of Maintenance excessing under the MOU on the same subject are not automatic. Even if one side or the other says it is sending it up. Mutual agreement at the HQ level is required to meet. If the HQ Maintenance Director does not hear from management on any particular matter then, according to APWU HQ, it is not at the HQ Level.

If the Union wants something discussed at HQ level per the MOU, the Director requests the matter(s) be sent to him with applicable fact circumstances.

[It is not clear to this Coordinator what this actually means or if it has ever been applied. It is being provided for informational purposes in this booklet]



MAINTENANCE eREASSIGN

The 21 day eReassign process is NOT available to the Maintenance Craft. However, the Transfer in Lieu of Excessing MOU does apply based on a craft to craft first come first served pecking order.

Installation seniority governs when transferring to a non-withheld residual vacancy. Once selected the transfer is guaranteed and the usual factors (e.g., attendance, work record etc.) do not apply. When an impacted employees uses eReassign he/she gets priority consideration. The employee is NOT excessed into the duty assignment selected. Therefore, no relocation costs, no retreat rights, no saved grade and no seniority carry over are provided. (Saved grade only applies to involuntary reassignment)

MINIMIZING IMPACT AND SELECTION PROCESS

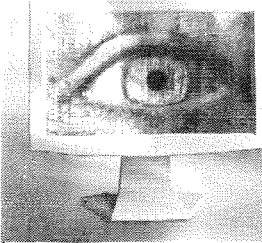
Management must minimize the impact on the Maintenance employees but still stay within the 40-50 mile radius:

- In Associate Offices with work that is contracted out under FMO/FSSP the office is to be reviewed to create duty assignments.
- All Station custodial work must be returned. In the AOs this could include combining duty assignments.
- Involuntary reassignment is to residual vacancies and excessing is from the impacted occupation group(s).
- Selection is from withheld Maintenance duty assignment first. Afterward remaining vacancies may be offered to other crafts. (similarly maintenance employees may select non maintenance jobs offered AFTER the other craft's employees have had an opportunity to select available residual assignments)
- Senior volunteers from the impacted occupational group are permitted.

OTHER ISSUES OF CONCERN

- ⇒ Too often District Management applies the Clerk Craft provisions to Maintenance impacts. Local must be assertive in this regards and file individual grievances, contact their NBA and Coordinator and also HQ Officers.
- ⇒ Management forces Vet Pre and Non Vet Pref employees into details. Locals must file individual grievances. Art 12.5.B.5 reference to details is not the Article 7 type being deployed by management but is intended for the type of details referenced in 12.5.C.6a. Both gaining losing locals must file individual grievances. A Vet Pref member may file an MSPB appeal if he/she believes as RIF is being imposed. [see page 23 for official position on Vet pref].
- ⇒ Maintenance residuals being offered to clerks while Maintenance excessing is staggered because of the “difficult to place” status of an employee OR equipment is moving later . The position of HQ is that maintenance assignments should be reserved for maintenance employees impacted.

21 day eReassign



There are several power points, handouts and explanation on the opportunity extended to impacted "clerks" in the *Transfer Opportunities to Minimize Excessing* MOU. The JCIM (pg 120) is the official interpretation of the process:

Excluding Installation concurrently experiencing excessing, posted Clerk Craft vacancies within the District which are determined to be residual , as well as, residual vacancies outside the District but with a 100 mile geographic radius of the impacted installation are made available for a period of 21 days through eReassign for transfer requests by FTR clerks in installations impacted by excessing before they may be withheld under Article 12 and Article 37.3.A.3.

When APWU is notified of pending excessing of one or more clerks from the craft and/or installation:

- ◇ **All** clerks in the impacted installation will be notified by management of their right to apply for transfer to residual vacancies within the District and/or 100 mile geographic radius through eReassign.
- ◇ For a period of 21 days posted on the first day of each month and ending on the 21st day at midnight (Central Time) **until** the impact has been achieved , or has been withdrawn.
- ◇ The jobs posted in the 21 day process are FTR Clerk Craft residual assignments posted after the assignments of any unencumbered clerks and after activation of any existing retreat rights.
- ◇ The duty assignments are posted ONE TIME in eReassign and then if not selected will be withheld for impacted employees to preference.

The 100 mile radius for 21 day eReassign is an actual geographic radius from the impacted installation. Unlike the radius for involuntary excessing it is NOT measured by determining the shortest distances between the losing and gaining installation. When an installation has multiple facilities, the point of measurement is set at the PLANT (or acknowledged main office in any customer service only installation). The parties at HQ may mutually agree to expand the area of consideration beyond the 100 mile geographic radius if they determine it is necessary to provide sufficient vacancies for offices with excess clerks. This mutual agreement may only occur at the national level BEFORE the opening of the current month's 21 day positing. The Postal Service will announce the expansion to the impacted employees in advance of the next posting.

All full-time clerks, regardless of seniority, level or senior/best qualified status, in the impacted installation will be eligible for consideration. This will reduce the number of involuntary reassignments necessary in an excessing situation.

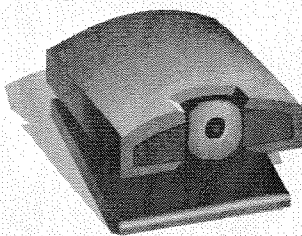
If multiple clerks from one or more impacted office(s) request transfer to a residual vacancy within the District or one (100) mile radius as listed in eReassign the successful applicant will be determined on a seniority basis using craft installation seniority **from the losing installation(s).**

The selecting official will USUALLY finalize the selections within five business days of the closing of the 21 day posting period on the 21st day of each month at midnight CT. The successful applicant will be notified in writing within one week. A minimum of 30 days notice to the installation will be afforded if possible. Neither the gaining nor the losing installation can place a hold on an employee!

The affected employees will be allowed to transfer prior to the excessing if they desire and choose their effective date of transfer that will coincide with the start of a pay period at the gaining installation. The losing installation will coordinate between the employee and the gaining installation.

The same special transfer opportunities will also be made available for PTF clerks where PTFs have been identified as excess to the needs of the installation. PTF clerks in offices impacted by PTF clerk excessing are given special priority for transfer to PTF openings within the District and 100 mile radius using the eReassign procedure. They will be selected BEFORE consideration of applicants in the APWU Priority Consideration and Regular eReassign applicants. PTF clerks selected at the end of the 21 day process must accept the selection. They have no right to decline!

APWU POWER POINT ON



21 day eReassign

Full Time Regular 21 Day eReassign

The USPS and APWU have agreed to provide expanded opportunities for clerk craft employees in installations in which there is clerk craft excessing outside of the installation.

Minimizing Excessing Memo (CBA page 342)

Transfer Opportunities to Minimize Excessing Memo (CBA page 422)

Full time regular clerks in installation which have current impact on full time regular clerks (Traditional Fulltime and Non Traditional Full Time) will be able to login to the "21 day eReassign" system and apply for residual full time vacancies.

The Postal Service will notify employees in the impacted installations of the availability of the eReassign transfer alternative.

It is the **responsibility of the affected employee** to check on a regular basis in eReassign for Reassignment Opportunities.

THIS IS A VOLUNTARY PROCEDURE. Impacted employees who do not use this system , or are not successful applicants , may still be involuntarily reassigned under Article 12.

A residual vacancy will be posted **one time only** in a 21 day posting. There is no pending qualification or next senior bidder option in this posting. If the vacancy goes unselected in eReassign, it becomes a withheld vacancy under article 12.

Full time clerks may apply for posted full time vacancies within their entire district, AND to vacancies posted in installations within a 100 mile geographic radius of their present installation.

The 21 day postings will be open from the 1st day through the 21st day of each month. At midnight Central Time on the 21st day the system will lock in all selections. No withdrawals/modifications can be made afterward.

During the 21 day period clerks in impacted offices may make selections in eReassign by entering the position(s) they want and their preference order.

There will be NO review of the employee's attendance, discipline, safety records or an evaluation report from the employee's present supervisor.

Assignments will be awarded on a seniority basis using clerk craft seniority from the losing installation. In the event of a seniority tie, the tie breaker will be: 1) total career postal time and 2) entered on duty date.

Employees requesting transfer must meet the minimum qualifications for the position being considered.

Once a clerk becomes the successful applicant and is awarded an assignment , he/she will not be eligible to participate in the next 21day posting.

If there is a special requirement (e.g. scheme, window training, bulk mail training) attached to the position it will be noted in the posting. The successful applicant must be currently qualified or will be required to qualify at the gaining installation.

The requirements must be successfully completed or the Postal Service will begin the appropriate process to separate the employees for failure to qualify.

The successful employee will be reassigned with their current clerk craft seniority and full time status.

Employees successfully transferred through the 21 day eReassign process will not be eligible for relocation or retreat rights.

THERE ARE FOUR REASONS FOR WHICH A FULL TIME CLERK'S SELECTION MAY BE DISQUALIFIED

1. If an employee makes a selection outside of their district or outside 100 miles from their impacted installation their selection will be disqualified.
2. If an employee receives a higher preference they will not be considered for a lower preference position in their order.
3. If an employee has not qualified on the appropriate entrance examination for the position, e.g., a mail processing clerk applies for a CFS position but has not qualified on the CFS examination.
4. If there is a driver's license requirement listed on the posted position and the employee does not possess a valid state driver's license which meets the EL 312 standards.

PTF 21 DAY OPPORTUNITIES

PTF clerks in installations with current PTF impact will be able to login to the eReassign system and apply for the PTF Clerk vacancies posted in the regular eReassign section.

PTF clerks from impacted installations will apply as usual in eReassign, but will receive the highest priority by the selecting official.

A PTF clerk may apply within their entire district, and to those vacancies posted within 100 miles of their present installation.

The PTF posting will be open continuously.

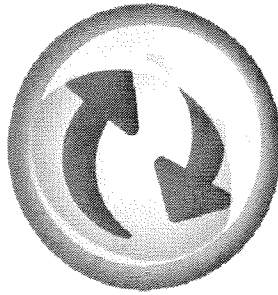
PTF clerks from PTF impact offices will be selected for PTF vacancies before other APWU represented employees with Priority Consideration and all other non-priority applicants.

Selections for PTF clerk reassignment opportunities will only be processed from day 22 until the end of the month to allow for ranking of priority consideration in eReassign.

FOUR REASONS FOR WHICH A PTF'S SELECTIONS MAY BE DISQUALIFIED

- 1) If a PTF makes a selection outside of their district or outside 100 miles from their impacted installation their selection will be disqualified.
- 2) If a PTF receives a higher preference they will not be considered for a lower preference position in their order.
- 3) If a PTF has not qualified on the appropriate entrance examination for the position, e.g., a mail processing clerk applies for a CFS position but has not qualified on the CFS examination.
- 4) If there is a driver's license requirement listed on the posted position and the PTF does not possess a valid state driver's license which meets the EL 312 standards.

Retreat Rights



Impacted employees have a right to request retreat back to their former installation, former, lower or higher level in certain instances.

Also, if a Comparative Work Hour Report shows a business need did not exist for an excessing event the employee's retreat rights are activated and if not granted may be grieved.

Impacted employees must submit a request to Retreat BEFORE they are actually excessed out of their installation. Currently there are "Manual Bid Sites" and "Automated Bid Sites"

AUTOMATED RETREAT RIGHTS

The National and USPS have agreed to deploy automated retreat rights process under eRetreat. The program accepts retreat rights any time and bids 24 hours a day, 7 days a week. It is suppose to provide employees with the ability to enter, track and manage retreat rights for impacted excessed employees assigned outside of their installation/bid cluster.

To accept retreat rights an employee has to act BEFORE the date of the excessing reassignment. The employee must:

- Use his/her name and EIN
- Select retreat rights tab on the left side of tab of the screen
- Click on appropriate box to accept Retreat Rights

To submit preference/bids on positions in former automated bid sites clerks retreat to initial vacancies in the same level and to residual vacancies for lower and higher positions according to levels selected when Retreat Rights were accepted.

While employees can state preferences, in the automated bid sites, the system will automatically enter preferences/bids and assign a preference for positions the employee may have omitted or were eligible for.

Failure to accept Retreat Rights will relinquish retreat rights to the employee's level. **Each Monday the employee is being directed to check on available postings in eJob Bidding.**

MANAGEMENT PROPAGANDA

According to the Mandatory Stand Up Talk issued June 2012 on Automated Retreat Rights, in *eJob Bidding* regardless if an employee works at a manual or automated bid site, the employee can still submit written acceptance of retreat rights. But there is now an alternative. The employee can also use *eJob Bidding* at *Lite Blue* available 24/7. It's the quickest and most reliable (they say) method for involuntarily reassigned clerks to accept, track and manage their retreat rights.

The Stand up Talk goes on to say– One of the main feature of the new technology , allows employees who have been excessed from automated bid clusters the capability of submitting preferences and procedures for submitting preferences/bids for eligible postings at their former installation.

Employees excessed from manual bid sites should continue to follow their locals policies and procedures for submitting their preferences/bids back to their former bid clusters. The National Agreement states involuntarily reassigned employees are entitled to file a written request to be returned to their former installations. USPS will honor these requests, unless the employee withdraws the request or declines to accept an opportunity to return.

Here's how the new online process works:

- Clerks who receive a "Specific Excessing Letter" can request retreat rights using eJob Bidding.
- Employees can enter bids for initial vacancies in the same level and to residual vacancies for lower and higher level positions, provided their former bid cluster uses automated bidding.
- **Acceptance of retreat rights MUST be completed prior to the effective date of the excessing reassignment.** Acceptance may be done manually by submitting a signed letter or electronically by using an HR kiosk or the *eJob Bidding* site on *LiteBlue*.
- When accepting retreat rights through *eJob Bidding* , an electronic signature will verify the employee's approval.

If an employee does not bid on ALL vacancies for which he/she is eligible, the *eJob Bidding* application will automatically assign the employee a preference. The employee is responsible for making sure his/her selections and ranking are accurate. If the employee does not apply for ALL eligible vacancies, the employee will relinquish his/her retreat rights to that level.

The one exception to this applies to Non-Traditional Full-Time (NTFT) duty assignments. If clerks are awarded a NTFT duty assignment and that position is less than 40 hours per week., the employee is not obligated to accept the position. An employee's retreat rights will remain intact and will not be charged with a bid submission.

If an employee has already been excessed and has submitted written acceptance of his/her retreat rights to the Local HR, the employee does not have to use *eJob Bidding* to accept retreat rights. Local HR has already updated the system (they say) with a record of his/her acceptance.

Every Monday employees should check the availability of eligible residual vacancies and submit preferences for those positions in their former installation utilizing any HR Kiosk or by logging onto eJob Bidding on LiteBlue.

Employees excessed from manual bid sites should continue to follow their local policies and procedures for bidding back to their former bid clusters,

RETREAT RIGHTS REQUEST

From:
Name: _____
EID No. _____
Address: _____
City: _____
Zip: _____
Installation: _____
Worksite (if different from Installation) _____
Craft: _____

Date Submitted: _____
[submit before effective date of the excessing reassignment]

Submitted to:
[] Local Personnel/HRSection/ (Generalist)/ Losing District Complement/Transition Coordinator
[Hand Delivery Get copy date stamped]
[] Mailed via certified letter to:
[secure copy of USPS receipts]

Name of Manager/Generalist: _____

Address: _____

City/State/Zip: _____

Cert No.: _____

[] Faxed to Fax No: _____
[to above manager. Secure transmission Report]

[] eMailed to _____ @ _____
[make copy of the email]

**I have received a letter regarding Involuntary Reassignment (specific excessing letter).
I hereby activate/accept my Retreat Rights.**

[] **Clerk Craft** () to same level () lower and/or higher level duty assignment(s) to Level _____

[] **Maint** () to same salary level in the occupational group

[] **MVS** () to same salary level in the occupational group

[] If I am in an Automated bid site please advise me of the Automated Retreat Rights process.

[] I do not wish to retreat to Non Traditional Full Time Assignments

[] Please advise me of the regulations regarding saved grade and other salary level protections

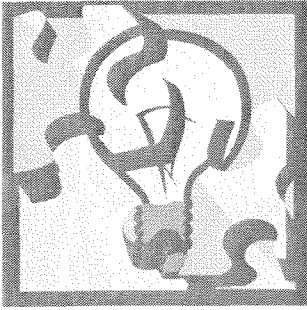
By submitting this request I do not waive any other contractual protections or seniority rights.

Signature: _____

Date: _____

cc: Local Union: _____

[keep copies of this request, certified slip, transmission report, excessing letters, local management retreat rights info]



PREFERENCING

After the Senior non impacted employees are solicited to volunteer in lieu of juniors. And after the impacted employees are issued their 60 day Advance General Notice of out of installation excessing , if there are more than

one vacancy available for the FT employees , the **senior** of those junior employees to be reassigned is **given first choice**.

Pursuant to the JCIM (page 99) impacted employees:

- Will use their seniority to select duty assignments for which they meet the minimum qualification(s).
- Are given a minimum of **ten (10) working days** in which to make their selections.
- May be placed into a withheld duty assignment in the same or lower level pay levels subject to specific restrictions.
- If they are clerks and are receiving saved grade have their pay level for placement in the pay level the employee is presently being paid.
- If there is excessing from multiple pay levels, will select from available withheld residual vacancies in seniority order. Affected employees include senior volunteers in lieu of impacted employees, regardless of pay level, by category (FT,PTF,BQ).
- If they are being excessed from more than one installation within a close geographic area at the same time, the impacted installation will be merged together for election purposes and employees will make their selection by seniority. (It use to be that the Area and Coordinator would determine this. Now, the USPS Area only has to discuss this with the Coordinator before the selection begin.– see bold print on page 110 JCIM)

WHAT IS TO BE OFFERED?

A sufficient number of residual duty assignments will be withheld to place impacted employees. These residuals are those assignments that are left over from the 21 day eReassign process.

Per JCIM– ***Following Regional notification, the parties will meet at the Regional/Area level to discuss the excessing event. At this meeting, the Employer will provide a listing of the residual vacancies for the excessing event.*** [This became an issue arbitrated when management claimed they did not have to give the Region a list of sufficient number of withheld residuals at the meeting. WE LOST the arbitration. The Arbitrator did not buy the Union contention - "*That listing must contain at least as many vacancies as needed for the excessing event. If it does not, the Employer may not proceed with the excessing event.*"] So we know at the Regional level the withholding list provided is not

complete listing of the withheld assignments. ***Therefore, the locals NOW more than ever must police and enforce the requirement that local management inform them of the jobs they are withholding and the continued need to do so.***

The JCIM further declares under 12.5.C.5.b for Reassignments Outside the Installation involuntary reassignment of full-time employees to other installation to residual vacancies in the same or lower level in the APWU crafts is by juniority.

The JCIM (page112) also declares....

Management designates the available residual vacancies and if a sufficient number is not identified within the appropriate radius of the losing , consultation with the affected union is required.

[The very next paragraph calling for a meeting and determination of the appropriate method to be used for election from the list of available withheld assignments seems to be contradicted by the new JCIM language on page 100 which automatically merges the installations for selection purposes and employees will make selections by seniority]

So can management offer some residuals to some employees and offer other residuals to different employees?
It appears so!

HOW ARE RESIDUALS OFFERED

There is no contractual manner prescribed for offering residuals for preferences. Each Area does it somewhat differently throughout the country.

However, practice in the Western Region is that the jobs are listed with sufficient information (job location, ID, schedule and principle duty assignment) for the employee to make a reasonable selection.

The employee is then granted ten days in which to select by numeric order (descending) his/her preferences. The preferences are awarded by seniority. If more than one vacancy is available for the FT employees subject to involuntary reassignment, the senior of those junior employees to be reassigned is given first choice. (JCIM page 113).

HOW DOES MANAGEMENT SCREW IT UP?

Any way they can as usual. The offer must be made well before 30 days of the actual MOVE date so that the employee has 10 working days to preference and can be awarded in sufficient time to provide for the issuance of the required 30 day specific advance letter that will include the identification of their placement selection and report date.

Sometimes management issues the wrong job ID numbers. Or, they award to the juniors and not the seniors. Or they never do offer the Seniors to volunteer. Or they offer other craft assignments not withheld. Or leave out withheld jobs, or hide them, or revert them improperly. *If issues arise, besides filing grievances contract with the Region should be made asap with specifics!*

Going to Carrier Craft

There are far and few clerical assignments being "captured" for the placement of the impacted employees. This is usually attributed to the stupid practice of reverting vacancies and residuals. *Locals must be even more vigilant to challenge reversions!*

There are some of us who believe that management's plot and plan is to excess (involuntarily reassign) clerks, and to a degree other APWU crafts, to the carrier craft so that when management attacks the "last mile" it will be the most junior carriers that will be impacted. Unfortunately, those most junior carriers will likely be our former members.



When our craft workers are forced into the carrier craft it triggers so much trauma....being a carrier is not the end of the world

When our craft workers are forced into the carrier craft it triggers so much trauma. Even so, there have been clerks and maintenance personnel who were excessed to the carrier craft get upset when their Retreat Rights were triggered. So being a carrier is not the end of the world.

Article 12 requires a sequential process for involuntary reassignment:

- 1st involuntarily reassign excess employees into other craft residual duty assignments within the installation.
- 2nd involuntarily reassign excess employees into available same craft residual duty assignments in other installations
- 3rd involuntarily reassign employees into other craft residual duty assignments in other installation

Here in a Q & A format is basic information about being involuntarily reassigned to the carrier craft:

Q- I got a letter from USPS that I may be involuntarily reassigned to the carrier craft. Is that a violation of the CBA?

A- The National Agreement under Article 12 provides that management can withhold (reserve) residual assignments from multiple crafts in sufficient numbers for the placement of impacted excess employees. This includes carrier craft assignments. It is not therefore a violation to reassign you to a carrier craft assignment. However, it may be a violation on HOW they assign you. The reassignment of excess employees is by juniority. And if more than one assignment is available you can state a preference for one or more of those assignments which are to be awarded to the senior or the juniors.

Q- How is it that I can be forced to become a carrier?

A- If there are insufficient or no clerical residual assignments being made available for reassignment you could be involuntarily reassigned to the carrier craft. You **MUST** have a valid state driver's license and be physically able to perform the job. A Form 50 Personnel Action Form must be cut for you to officially become a letter carrier. You must also qualify on written and driving tests. Since management can not lay you off they must place you into a residual assignment or on standby if there is no work to be performed and no assignments in which to place you.

Q- Do I have to sign a Release of Medical Records and/or the Authorization to Secure My DMV Abstract Record?

A- No **BUT** management will presume you are then fit for carrier work and require you to submit a DMV abstract. If USPS secures the abstract they will pay for it. If you supply the abstract you will cover the costs. If you are directed to sign the forms, or submit medicals or DMV abstracts and you refuse you run the risk of being issued discipline. Of course this discipline is subject to the tests of Just Cause in Article 16 and can be appealed. If you sign anything do so under protest by writing that after your signature.

Q- What happens if I do not have a drivers license or have a medical impairment?

A- you will most likely be faced with management having to find you another residual duty assignment without a driving requirement. If you declare that you are medical unable to perform the duty management may schedule you for a Fitness For Duty exam or send you through the DRAC process or find you an assignment to reasonably accommodate you.

Q- What happens if I fail the computer or driving test?

A- According to management they will take action to terminate you for Failure to Qualify. Of course this too can and should be challenged through the grievance procedure.

Q- But none of this is my fault why can't the union stop it?

A- The Union does not run the postal service. If it were up to the Union you would not be reassigned, you'd get weekends off and a 50% pay increase. It does not work this way in corporate America. Under the law, Title 39 U.S.C. Section 1001(e) management has the legal right to manage the Postal Service. Of course they must do so under the laws, regulations and to some degree the contract.

What we are currently facing with all this disruption was brought about by HR 6407 the Postal Accountability and Enhancement Act which mandated management to modernize service standards and streamline the postal network. Of course, management went hog wild with this mandate and has caused massive disruptions to service and the workforce. They have cut 106,000 postal jobs since then.

Yes, it is **NOT** your fault and hopefully you responded when the Union asked you to picket and contact congress. But once assigned to the carrier craft apply yourself to qualify. You will have retreat rights. Contact the NALC steward for guidance in that craft. If terminated NALC represents you.

Q– Do I take my current craft seniority with me?

A– No you begin a new period of seniority. The carrier craft has it's own contract rules and you will now be under that contract. You can look up the carrier contract on line at nalc.org. (Click Contract Administration.) But you will remain a Full-time employee.

Although the CBA says you become junior to the junior carrier you are not senior to PTFs. Article 41 (the carrier craft article) governs the seniority. This issue was arbitrated and Arbitrator Snow ruled that when you come into the carrier craft you go to the bottom of the seniority list even under PTFs as per Article 41.

You get your current craft seniority back when you are Retreated back to your former craft plus the time you worked as a carrier.

Q– Is it true that letters carriers do not have lay off protections and I will be laid off?

A– NALC/USPS National Agreement does not contain the same lay off protection as does the APWU for those who have not earned their lay-off protections. The APWU went to arbitration to secure the same protections our craft employees have when they are forced into the carrier craft. **We DID NOT prevail.** The arbitrator ruled we have no right to negotiate a benefit or provision for another union/craft. Check with the NALC steward to get the full information about their lay-off protections.

Q– Is it true that I may be excessed again as a carrier?

A– The reality is with all the management's garbage it could happen. However, you will be a carrier employee and the carrier craft has City Carrier Assistants (CCAs). The NALC contract was arbitrated and part of the award is that when carriers are going to be excessed out they will have the option of working the CCA assignments or management will reduce the number of CCAs before a full time carrier is reassigned. Check with the NALC steward to determine carrier Article 12 rights .

Q–Will I remain in the carrier craft for the rest of my career?

If you were reassigned to the carrier craft in your current installation and a residual vacancy becomes available in your former craft you will automatically be "retreated" (returned) back to that craft.

If you are reassigned to a carrier assignment outside of your current installation and a residual vacancy becomes available in your former craft you will be given an opportunity to retreat back to that assignment if you submitted a Request To Retreat PRIOR to being reassigned to the carrier craft. You will be given a one time option of going back to your former craft or remaining a carrier. [Check with your APWU steward on filling out Retreat Forms or utilizing the eJob Bidding process.]

Q– I was a former carrier do I get my previous carrier seniority back?

A– Article 12 and 41 now govern the application of seniority as a carrier. Check with your NALC steward but it is not likely that you will regain that seniority if your voluntarily transferred.

Q– If I convert from a FT Clerk to a PTF do I remain?

A– there is no guarantee that converting will protect you from excessing.

Q– If someone junior than me remains in the APWU craft who files my grievance?

A– The APWU should. Contact the steward immediately!

STANDBY



In some situations when management claims they have no work and no place to assign impacted workers they have those employees go on "Standby". Usually into a large room and no talking, reading, or listening to iPods is allowed.

Standby hours are intended to record time for craft employees who have work guarantees under the CBA but there is insufficient work available. HQ monitors these hours which they call by the corporate jargon- **featherbedding**. Automatic wholesale stand by time or any stand by time where this actual work to be performed is improper.

Being placed on standby while an employee from another craft performs the duties whether crossing craft or because of light duty is improper. Supervisors performing craft work while employees are on the standby is improper. Of course, placing employees on Stand By Operations (340-Mail Processing, 353 Customer Service or 300 for NDC) while an employee is actually performing the work is improper and probably illegal.

Members must be educated that Standby Time is NOT A GOOD THING! It only serves to fortify management's contention there are excess employees, not enough volume or no hours to be earned. Management cites Article 3 as the authority to place employees on standby. **We must challenge improper standby"**

We should cite Article 3 and 19 and Hndbk M-32 as being violated. Specifically, Sec 3-4.4.1 which defines standby and when it is normally used. Also Hndbk PO 413 Plat Form Operations Sec 213.b which provides for the use of Opr 340 and on other ways to reduce work hours (e.g., liberal leave and reassignments).

Construction arguments can be made over the ambiguity of the M-32 and PO 413 by citing Arbitrator Cohen (C4C-4M-D-33178) "....There is a rule of contract construction which provides that when a contract is ambiguous, it is to be construed against the party who wrote it...it is rarely invoked in construing CBAs because the usual CBA is the result of a joint effort between the parties. Because of the way the contract between the parties is written, the Handbooks and Manuals are not the joint effort of the parties, but are the sole authorship of the Postal Service. Therefore, following the rule of construction of contract law, any ambiguity in the handbooks and manuals would be resolved in favor of the union."

The M32 provides for the use of Standby when there is insufficient work available. It is for "unplanned, low work volume periods on a particular day or days and lack of work. The PO 413 provides for exhaustion of other means of reducing work hours.

We have to prove there was work, identify the employees on standby, the length of time on standby, what work was performed by others, work existed but was not performed. Written statements, TACs, Volume/Mail Counts, AL request denials etc can help establish the violations. Evidence is required as is a fully stated remedy which should include that standby time was not properly considered in Article 12 determinations.

LIGHT AND LIMITED DUTY EMPLOYEES

The following rules apply to the circumstances described below when excessing (from a section or craft/installation) pursuant to Article 12:

- An employee in a light/limited duty status who occupies a duty assignment will be excessed in the same way that employees in a full duty status are excessed, based on the pay level of the duty assignment that they hold and their seniority and status. They will receive reasonable accommodation if necessary in their new duty assignment and or installation.
- When excessing occurs in a craft, either within the installation or to another installation, the sole criteria for selecting the employees to be excessed is seniority. Whether an employee in the affected craft is recovering from either an on- or off-the-job injury would have no bearing on his/her being excessed.
- Other limited duty employees who are temporarily assigned to the craft undergoing excessing, will be returned to their respective crafts before excessing can occur.
- In accordance with the provisions of Article 13.4.C, the reassignment of a full-time regular or part-time flexible employee to a temporary or permanent light duty or other assignment shall not be made to the detriment of any full-time regular on a scheduled assignment or give a reassigned part-time flexible employee preference over other part-time flexible employees.

APWU 2010-2015 CBA Questions and Answers (Q & A)

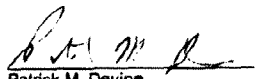
Re: Temporary Assignment, Reassignment or Reemployment in APWU Represented Crafts of Employees Injured on the Job MOU

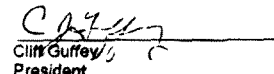
1. Q. Does this MOU restrict the current practice of accommodating/assigning employees light or limited duty in his or her own assignment?
A. No.
2. Q. Does this MOU change those locally negotiated light duty assignments under Article 30 and the LMOUs?
A. No.
3. Q. Does this MOU apply only to the assignment, reassignment and/or reemployment of non-APWU represented employees into APWU crafts?
A. No. It applies to both the assignment, reassignment and/or reemployment of non-APWU represented employees into APWU crafts and the assignment, reassignment and/or reemployment of APWU represented employees in APWU crafts.

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Article 12, page 11

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


Patrick M. Devine
Manager
Contract Administration (APWU)
United States Postal Service


Cliff Guffey
President
American Postal Workers Union,
AFL-CIO

RE: Temporary Assignment, Reassignment or Reemployment in APWU Represented Crafts of Employees Injured On the Job

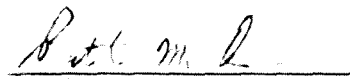
The parties agree that, consistent with the parties' current collective bargaining agreement on the application of seniority, future temporary assignments, reassignments, or reemployment of fully or partially recovered employees to work in APWU represented crafts will be to residual vacancies or to uniquely created assignments consisting of duties that would otherwise be properly performed by non-career employees.


Any existing assignments in the Clerk Craft that were uniquely created to fit an employee's work restrictions may remain in place until the employee in the assignment vacates the assignment or until the assignment is modified or changed, whether resulting from changes in the employee's restrictions or changes in service needs or operating conditions within the work unit.

An employee in a light or limited duty status will be excessed in the same way that employees in a full duty status are excessed, based on the pay level of the duty assignment that they hold and their seniority. They will receive reasonable accommodation if necessary in their new duty assignment and or installation.

When excessing occurs in a craft, either within the installation or to another installation, the sole criteria for selecting the employees to be excessed is seniority. Whether an employee in the affected craft is recovering from either an on- or off-the-job injury would have no bearing on his/her being excessed.

Other limited duty employees, who are temporarily assigned to the craft undergoing excessing, will be returned to their respective crafts before excessing can occur.


Patrick M. Devine
Manager
Contract Administration (APWU)
United States Postal Service


Cliff Guffey
President
American Postal Workers Union, AFL-CIO

THE PSE IS NOT THE ENEMY

The PMG's forced network rationalization and disruption of job security throughout the USA has exploded varied emotions at post offices.

Too often career employees turn their rage against the very union working to enforce the contract. Lately, the maligned rage has turned towards the Postal Support Employees (PSEs)

Members need to realize PSEs:

- **Do Not hire themselves** and deploy themselves in offices at times beyond the cap.
- **Do Not pay themselves!** They often are cheated proper pay and are under fear of dismissal if they challenge it.
- **Do Not have full range of protections against improper discipline** despite recent attempts to secure more protection.
- **Do Not often get proper five day breaks** which impact their health insurance coverage.
- **Do Not falsify their work records.** Management manipulates records to cheat them out of full time career status. And when they are separated they are often cheated of their terminal pay by being terminated on Thursdays.
- **Do Not enjoy full seniority and employment rights.** Including full health insurance coverage. They have to earn enough to pay for their part of the coverage. Management often does not issue them proper notice or guidance. Separation of not more than 1 yr should not impact their seniority yet management often

cheats them of their seniority.

- **Do Not get automatic conversion to career status.** Despite the fact that PSE status is the only path to actual career employment very few if any are getting hired for a postal career. Even in situations where management has worked PSEs beyond the contractual caps there will be struggles to secure career hires.
- **Do Not get regular Overtime pay.** They get it after working 40 hours. But often fights over OT pits OTDL careers vs PSEs. PSEs do not schedule themselves!
- **Do Not have full work time guarantees!** They are often treated worse than casuals were.
- **Do Not have Excessing Rights.** PSEs are subject to separation when excessing occurs if their work hours equates to a full time assignment(s). But, PSEs do not deploy themselves. They may opt to work residual jobs left vacant but they do not control their utilization by crazed bosses.

Despite all these employment short comings in too many cases PSEs are looked upon with scorn, malice and in some cases even envy by career employees.

PSEs are struggling to survive like most working Americans. Local Unions likewise struggle to represent PSEs and also

balance the rights and concerns of career employees who are under attack by the PMG's so called "Network Rationalization" and local management's constant abolishments, reversions and tour alignments.

Postal history reveals there has always been some sort of *supplemental* temporary workers (Subs, Postal Assistants, Seasonal Substitutes, Christmas Assistants, NTE Casuals, Transitionals, etc.)

In 2010 these temporary workers evolved into the Postal Support Employees. The Union negotiated certain contract provisions to extend workplace protections to supplemental workers. Also, the Union balanced current career work protections by imposing limits.

PSEs are our union brothers and sisters. They are part of our postal family. We **MUST NOT** look at them with scorn. It is management that twists and manipulates PSE deployments.

Future Work Force

"As USPS downsizes and Congress prepares to "reform" the postal service the PSEs are set to be a large part of the current and future postal workforce," said Regional Coordinator Omar Gonzalez.

PSEs are hired with the understanding their employment is temporary, subject to breaks and recall depending on work availability.

Local Unions must monitor the caps, monitor their deployment and ensure that the **real enemy - management** violations of the CBA, are aggressively challenged and appeal fully developed grievances. In 23 short months the Union will be back at the negotiation table where the struggles **will get even worse !!**

To access PSE cap reports go to: apwu.org > Industrial Relations Page > USPS Reports link

Carrier Assistants Can't Take PSE Work Away

The assignment by wayward Postmasters of City Carrier Assistants (CCAs) to perform clerical duties violates the APWU's contract.

In the Western Region the issue was first raised in Las Vegas when a CS Manager responded to the Local's challenge on the use of CCAs performing clerical duties resulting in the elimination of Postal Support Employees (PSEs) at the station.

"...I received your grievance today. I have attached a copy of the CCA's job description. It clearly states they can perform clerical duties," wrote the Spring Valley Manager.

The Local VP contacted the Regional Coordinator for advise. In turn Coordinator Omar Gonzalez sent an inquiry to HQ on the issue. The preliminary response revealed the issue was first raised in the Eastern Region but the HQ position, that such deployment of CCAs to perform clerical duties and be required to pass

examination on scheme of city primary distribution would violate the PSE MOU was not fully promulgated.

Eventually HQ fully responded and informed that:

"The language referenced in the non-career CCA position is the same language that is in the career letter carrier position now and has been there for many years. Letter carriers may perform tertiary (emphasis added) distribution only. Boxing mail is clearly clerk work as well as the other duties described..[spreading flats, DPS, and all other clerk duties].

In addition , the PSE MOU clearly states on page 279 that PSEs are the ONLY non-career employees who may work within our bargaining unit."

The clarification made it clear the locals would have to police these violations of Art. 7.2 and PSE MOUs as opposed to a Nat'l level appeal.



DO NOT LET CCAs STEAL CLERK WORK

Manager's cite item 13 of the new CCA duties and responsibilities description:

13. May as a CCA, perform clerical duties and be required to pass examinations on scheme of city primary distribution." to give them clerk work.

Local's are advised to police issues of manager's reducing clerk hours by using CCAs on clerical duties and initiate Article 7.2 grievances for eventual appeal to regional arbitration.

NOTE: the term "tertiary" was not explained in the HQ communique. The dictionary defines it as "of third rank, importance or value."

QUESTIONS & ANSWERS

These questions and the responses thereto are not intended to alter, amend, or change in any way the terms of the 2010-15 agreement.

Question #1: When applying Article 37.3.A.1 and the principle identified in the September 28, 2012 instruction from Megan Brennan to all Area Vice Presidents regarding non-traditional full-time (NTFT) duty assignments when reviewing work schedules to achieve a more desirable work schedule for career employees, what hours should be considered?

RESPONSE: Any regularly worked hours should be considered when modifying bid duty assignments for career employees. However, these work hours need not be utilized when they cannot be combined efficiently.

Question #2: Can you cite an example of how an occupied duty assignment might be modified as a result of applying this principle?

RESPONSE: An occupied NTFT (30 hour) duty assignment exists as follows: 2300-0500 [Tue/Wed NS days]. Various PSEs regularly work from 0100-0700 on Mondays and Saturdays. The FTR duty assignment could be reposted as a NTFT (34 hour) duty assignment scheduled 2300-0500 on Sun/Thu/Fri and 2300-0700 on Mon/Sat [Tue/Wed NS days], except where the work is caused by a temporary absence of an employee. The net effect is that a 30 hour NTFT duty assignment can be modified to a 34 hour NTFT duty assignment.

Question #3: Could application of this principle change a NTFT duty assignment to a traditional duty assignment?

RESPONSE: Yes. For example, an occupied NTFT (30 hour) duty assignment exists as follows: 1000-1600 schedule with Sun/Mon NS days in an office where PSEs and career employees in NTFT duty assignments work the window. PSE A regularly works 0850-1500 with Sunday NS day. PSE B regularly works 1100-1700 with Sunday NS day. The 30 hour NTFT duty assignment could be reposted as a traditional FTR (40 hour) duty assignment with a schedule of 0850-1700 with Sun/Mon NS days. The net effect is that a 30 hour NTFT duty assignment can be modified to a traditional 40 hour duty assignment.

Question #4: Does application of this principle always result in increased hours for the career duty assignment?

RESPONSE: No. For example, an occupied NTFT (36 hour) duty assignment exists as follows: 0600-1200 schedule with a single Sunday NS day. PSE A regularly works 0700-1300 with a Sunday NS day. PSE B regularly works 0550-1200 with Sat/Sun NS days. The 36 hour six-day NTFT duty assignment could be reposted as a NTFT (35 hour) duty assignment with a 0550-1300 schedule and Sat/Sun NS days. The net effect is that a single NS day 36 hour NTFT duty assignment can be modified to a 35 hour NTFT duty assignment with two NS days, while PSE B is given the single NS day.

Question #5: Does application of Article 37.3.A.1 and this principle of creating desirable duty assignments only apply to NTFT duty assignments?

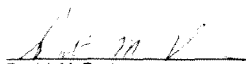
RESPONSE: No. For example, an occupied traditional FTR bid duty assignment exists as follows: 0800-1200 schedule with Tue/Wed NS days. PSE A regularly works 0800-1650 with a Sunday NS day. PSE B regularly works 0800-1650 with a Saturday NS day. The traditional duty assignment

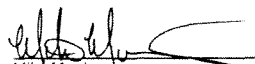
could be reposted with Sat/Sun NS days. The net effect is that a traditional 40 hour duty assignment can be modified when the Tue/Wed NS days are changed to Sat/Sun NS days.

Question #6: Could overtime hours as well as PSE hours be utilized when applying this principle?

RESPONSE: It depends. All hours being regularly worked that are not being performed by a FTR employee as a part of their bid duty assignment could be utilized to create better bid duty assignments for career employees. For example, a vacated NTFT (30 hour) duty assignment exists as follows: 1000-1600 schedule with Sun/Mon NS days. FTRs consistently work after tour overtime every Monday, Wednesday and Friday between 1650-1850. PSE A regularly works 1200-1850 with Sun/Wed NS days. By reducing the regular Wednesday overtime hours, combined with the hours regularly worked by PSE A, it appears that the assignment might be modified to a traditional 40 hour duty assignment with a 1000-1850 schedule with Sun/Mon NS days when it is posted for bid. While the overtime could be given to the NTFT duty assignment, in this scenario there appears to be a need for 2 employees during the same 4 hour window (1200-1600). For that reason, the need for the PSE would still exist.

Note: The scenarios cited above are examples only. They are not intended to be an exclusive list of possibilities. These are examples of situations that should be considered for changing bid assignments however, it is understood that these concepts will not impede management's options under Art 7.1 b.3 & 4.


Patrick M. Devine
Manager, Contract Administration (APWU)
United States Postal Service


Mike Morris
Director, Industrial Relations
American Postal Workers Union, AFL-CIO

September 28, 2012

MEGAN J. BRENNAN
CHIEF OPERATING OFFICER
EXECUTIVE VICE PRESIDENT

September 28, 2012

VICE-PRESIDENTS (AREA)

SUBJECT: Employees in Non-Traditional Full-Time (NTFT) Duty Assignments
Working Less Desirable Schedules than Postal Support Employees
(PSE)

The collective bargaining agreement with the APWU provides for Non-Traditional Full-Time (NTFT) Duty Assignments of 30-48 hours a week in the Clerk and MVS Crafts. It also provides for Postal Support Employees (PSE) who may work more or less than 40 hours a week, as needed. Employees working in NTFT Duty Assignments of less than 40 hours a week are not guaranteed more hours per week than the PSE's working in the same facility.


However, where employees working in NTFT duty assignments of less than 40 hours a week are regularly working less hours than the PSEs, and those work hours would otherwise be available to be performed by the career employees (same day or tour, etc.), the hours of the NTFT duty assignments should be appropriately adjusted to modify the hours and/or to achieve a more desirable work schedule. This adjustment should balance the workload according to operational need. It should also reduce any unnecessary impact to career employees.

Questions or concerns should be directed to Labor Relations personnel.

Megan J. Brennan

363 Conversions

Like a PSE



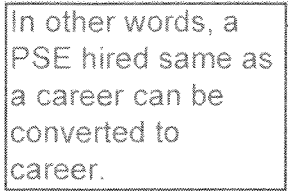
363.1 Definition

Conversion refers to the process of changing a noncareer employee's status to a career appointment in one personnel action. The selected noncareer employee should not be separated and then given a career appointment unless the employee's appointment expires before the employee can be converted to career status. If a postmaster relief/level replacement (PMR/LR) employee is being converted to career status, the PMR/LR must be separated before being given a career appointment.

363.2 Competitive and Noncompetitive Authority

A conversion to career status based on a competitive authority occurs when a selection is made from a Hiring Worksheet and the Hiring Worksheet documents the selection. A conversion to career status based on a noncompetitive authority occurs when a selection is made due to noncompetitive eligibility such as reinstatement, transfer from another agency, or veterans recruitment appointment.

In other words, a PSE hired same as a career can be converted to career.



363.3 Restrictions on Conversion to Career Appointment

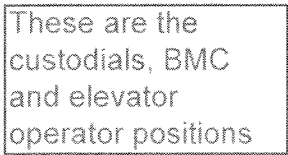
363.31 Vacancies

A vacancy for a permanent position must exist for an employee to be converted to a career appointment. Conversion is not possible to a temporary vacancy incident to another employee's absence on active military duty.

363.32 Positions Restricted to Veterans

An employee who is not entitled to veterans' preference may not be converted to career status in a position restricted to veterans unless preference eligibles are unavailable. See Handbook EL-312, 232.52, Positions Restricted to Applicants Eligible for Veterans' Preference.

These are the custodials, BMC and elevator operator positions



364 Changes in Duty Status

Changes in *duty status* are changes that place employees in a nonpay status or return them to active duty and pay status. These changes are defined in items a through d.

- a. *Leave Without Pay (LWOP)* – A temporary nonpay status and absence from duty, granted when appropriate, as a result of an employee's request (includes time spent on active military duty).
- b. *Suspension* – A temporary nonpay status and absence from duty for disciplinary or other reasons. If the suspension is for a specific period, the appropriate documentation specifies the exact number of days and dates of suspension.
- c. *Absence Without Leave (AWOL)* – A temporary nonpay status and absence from duty without appropriate authorization.
- d. *Return to Duty* – A return to active duty and pay status from LWOP in excess of 30 days.

Q & A ON ARTICLE 12 [As of press time not mutually adopted]

These sets of Q&As are provided for informational purposes only. But they do provide insight into the APWU's "interpretations" on the questions posed.

1. **How are employees identified for excessing?** **ANSWER–** Clerk Craft employees holding senior duty assignments are identified for excessing based on their craft seniority , in accordance with the MOU Re: Clerk Craft Excessing by Seniority. Clerks holding best qualified assignments are identified for excessing based on their seniority in their best qualified position title. Maintenance craft employees are identified for excessing based on their installation seniority and occupational group. Motor Vehicle craft employees are identified for excessing by their craft seniority and position designation. Please check the appropriate CBA for information on excessing of other crafts represented by the APWU
2. **May only full-time regular employees be excessed?** **ANSWER–** No. Part-time regular and Part-time flexible employees may be excessed in their separate categories.
3. **Are employees in both Traditional and Non-Traditional Full Time (NTFT) duty assignments considered all one category for excessing and retreat rights purposes?** **ANSWER–** Yes.
4. **May an employee be excessed for failing to bid on any NTFT duty assignment?** **ANSWER–** No
5. **What happens to employees who do not occupy a duty assignment in a section (e.g., unencumbered/unassigned, light/limited duty same/other crafts who are in the section) when excessing form a section occurs pursuant to Article 12.5.C.4?** **ANSWER–** They will be removed from that section prior to excessing of employees who occupy duty assignments in the section.
6. **Is an employee's light or limited duty status considered in excessing situations?** **ANSWER–** No. An employee in a light/limited duty status who occupies a duty assignment will be excessed in the same way that employees in a full duty status are excessed, based on their pay level, in accordance with the MOU Re: Clerk craft Excessing by Seniority and their seniority. They will receive reasonable accommodation if necessary in their new duty assignment/installation.
7. **The NTFT MOU requires that if the traditional duty assignment occupied by a senior clerk is reposted as a NTFT duty assignment all duty assignments within the section occupied by junior clerks must be reposted for in-section bidding, except for any duty assignments occupied by junior clerks which are changed sufficiently to meet the reposting requirements in Article 37.3.A.4, which are posted installation-wide. How are these reposted impacted by Article 12.5.C.4 sectional excessing.** **ANSWER–** If an Article 12.5.C.4 sectional excessing occurs simultaneously with the repostings (or if any clerk still retains retreat rights to the section from a prior excessing) all duty assignments must be posted in-section until all retreat rights have been satisfied.
8. **Must a clerk craft duty assignment be posted installation-wide any time it is either changed from traditional to NTFT or from NTFT to traditional?** **ANSWER–** Yes, unless there are clerks with retreat rights to the section.
9. **An employee is receiving saved grade after being excessed into a lower pay level duty assignment. What pay level does that employee occupy, for purposes of future excessing?** **ANSWER–** The level of the employee's present duty assignment as indicated on the employee's PS Form 50.
10. **Is the Postal Service required to minimize impact on career work force employees prior to excessing?** **ANSWER–** Yes. In order to minimize the impact on employees (FTR, PTR or PTF) to the extent possible , all PSEs working in the affected craft and installation will be separated prior to making involuntary reassignments. There is an obligation to separate PSEs if doing so would yield sufficient hours to establish a regular full-time duty assignment: that is eight hours within nine or ten hours, the same five days during a service week. In the Clerk and MVS crafts there is also an obligation to separate PSEs if doing so would sufficient hours to establish a Non-Traditional Full Time (NTFT) duty assignment of 30-48 hours pursuant to the MOU Re: NTFT Duty Assignments. In Level 20 and below offices, to the extent possible , part-time flexible employees will also be reduced prior to making involuntary reassignments.

Art 12 Q&A cont...

11. Article 12.5.B.2 is amended to include the need to identify duty assignments currently held by PSEs within the withholding radius which shall be made available for reassignment of excess career employees. Which duty assignments does this include? ANSWER– In addition to those residual duty assignments into which PSEs have opted to occupy, the parties shall identify the existence of any other duty assignments in order installations within the withholding area occupied by PSEs in order to minimize the impact of excessing on career employees (FTR, PTR, PTF) in the regular work force.

12. Does attrition only in the impacted work location reduce the impact? ANSWER– No. All attrition within the craft and installation regardless of level will be counted after the Area notification to the Regional Coordinator. In addition, all attrition created by the eReassign bidding process that occurs after Area notification to reduce the impact in the losing installation must also be counted.

13. Will the Postal Service provide advance notice to the impacted employees prior to excessing? ANSWER– Yes. When excessing from the section and/or craft within the installation, the Postal Service will provide reasonable notice at the local level. The Postal Service will provide the impacted employees with a minimum of 60 days general notice that excessing will occur. If excessing is outside the craft or installation and within 50 miles, the impacted employee will be provided at least a 30 day written notice of the awarded duty assignment prior to the moving date, unless the parties agree to a shorter period.

14. Does the “moving day” provision in Article 12.5.B.1 permit an excessing event once per quarter in each Postal Area or is the date a rolling date? ANSWER– It is a rolling date. When a “moving date” occurs anywhere within a Postal Area, there may not be another “moving day” within that Postal Area until a three month period has elapsed.

15. Does the “moving day” Article 12.5.B.1 provision apply to excessing outside the craft as well as outside the installation? ANSWER– Yes. It applies to all Article 12.5 excessing except Article 12.5.C.4 reassignments within an installation of employees excess to the needs of a section.

16. What notice will the Postal Service provide to the Union? ANSWER– The Union will receive six (6) months advance notice when possible. There will be no excessing sooner than 90 days from the Regional/Area meeting. At this meeting, the Employer shall provide a listing with a sufficient number of residual vacancies for the excessing even to place impacted employees.

17. How are placement opportunities for impacted employees identified? ANSWER– The Postal Service will provide the APWU Regional Coordinator with a notice of intent to withhold residual vacancies in which to place impacted employees. A residual vacancy is a duty assignment that goes unbid, and remains after assignment of unencumbered/unassigned employees and activation of re-treat rights, including Clerk Craft bidding pursuant to Part 7 of the MOU Re: Transfer Opportunities to Minimize Excessing. When a duty assignment is identified as residual, the Local manager will give the local union president a written notice that the duty assignment is being withheld pursuant to Article 12.

18. When do the eReassign Transfer Opportunities specified in the MOU Re: Transfer Opportunities to Minimize Excessing become available to clerks in an impacted office? ANSWER– When APWU is notified of pending excessing of one or more clerks from the craft and/or installation, all clerks in the impacted installation will be notified by management on their right to apply for transfer to residual vacancies within the District and/or 100 mile geographic radius which will be made available as soon as possible through eReassign for a period of 21 days each month until the event has occurred or has been withdrawn.

19. What is the area of consideration for the special opportunity to voluntarily transfer pursuant the MOU Re: Transfer Opportunities To Minimize Excessing granted in paragraph 2 of the MOU Re: Minimizing Excessing, lifting the item 7 restriction regarding withheld residual vacancies? ANSWER– This applies to posted Clerk vacancies in installation outside the District, but within a one hundred (100) mile geographic radius of the impacted installation, which are determined to be residual after the completion of the bidding/assignment process in Article 37.3 and 37.4.

20. Can the one hundred (100) mile radius under the MOU be expanded and, if so, how? ANSWER– The parties may mutually agree to expand the area of consideration beyond the 100 mile geographic radius if they determine it is necessary to provide sufficient vacancies for offices with excess clerks. This mutual agreement may only occur at the national level.

21. Will all full-time clerks in the impacted installation be considered for these transfer opportunities, or will only the specific junior clerks identified as excess to the needs of the installation be eligible? ANSWER– All full-time clerks, regardless of seniority, level or senior/best qualified status, in the impacted installation will be eligible for consideration. This will reduce the number of involuntary reassignments necessary in an excessing situation.

Article 12 Q&A continued...

22. Will the transfer opportunity be to the specific posted residual vacancy identified on eReassign or will the transferring clerk become unencumbered in the new installation? **ANSWER–** The transferring clerk will be awarded the specific posted residual vacancy as identified on eReassign.

23. If multiple clerks from one or more impacted office(s) request transfer to a residual vacancy within the District or 100 mile radius as listed in eReassign, how will the successful applicant for transfer be determined? **ANSWER–** Selection will be made on a seniority basis using craft installation seniority from the losing installation(s).

24. Are these special transfer opportunities also available for part-time flexible clerks in offices where PTFs have been identified as excess to the needs of the installation? **ANSWER–** Yes. PTFs in offices impacted by PTF excessing are given a priority for transfer to PTF openings within the District and 100 mile radius using the eReassign procedure.

25. When is the Union entitled to a copy of the comparative work hour report? **ANSWER–** The USPS will provide the comparative work hour report forty-five (45) days, whenever possible, after the excessing of any APWU represented employee outside either craft or their installation. This report no longer has to be requested by the Union.

26. How is the radius for excessing limits pursuant to Article 12 and MOU on Minimizing Excessing calculated? **ANSWER–** It is, measured by determining the shortest driving distance between the losing installation and the gaining installation. When an installation has multiple facilities, the point of measurement is set at the plant (or acknowledged main office in any customer service only installation).

27. How many duty assignments will be withheld? **ANSWER–** A sufficient number of residual duty assignments will be withheld to place impacted employees. Maintenance and Motor Vehicle craft residual vacancies in wage level PS-4 and below may be withheld if necessary. Maintenance and Motor Vehicle craft residual duty assignment PS-5 and above will only be withheld if an identified impacted employee meets the minimum qualifications for that withheld duty assignment.

28. How will the Postal Service determine which impacted employee is placed in a withheld residual duty assignment? **ANSWER–** Impacted employees will use their seniority a withheld duty assignments for which they meet the minimum qualification(s). Minimum qualifications are usually the requisite entrance examination, a driving license (including a Commercial Driving License [CDL] where necessary), an experience requirement, or a demonstration of a skill (e.g., typing). Employees will be given a minimum of then (10) work days in which to make selections. Please check the qualification standard to determine the minimum qualification for a particular position.

29. If employees are being excessed from more than one installation within a close geographic area at the same time, which employees will select first from the listing of withheld duty assignments? **ANSWER–** The impacted installations will be merged together for selection purposes and employees will make their selection by seniority.

30. Can an impacted employee be placed in into a withheld duty assignment in a higher pay level? **ANSWER–** Subject to the specific exceptions noted herein, an impacted employee may be placed into a withheld duty assignment in the same or lower pay levels. An APWU represented employee impacted by a REC closing or by CFS changes may be placed in a higher pay level withheld duty assignment in APWU represented crafts per the parties' agreement.

31. What is the pay level for placement of an impacted employee receiving saved grade (clerk craft only)? **ANSWER–** The pay level for placement is the pay level the employee is presently being paid. This is the saved grade pay level. For example: A Mail Processing Clerk, PS-6 receiving saved grade PS-7, may be placed into withheld duty assignments from PS-7 and its equivalent or lower (clerk craft only). *{Is this still accurate?} [Apparently an inquiry by the proponent of the Q]*

32. Can an employee volunteer to replaced an impacted employee? **ANSWER–** Yes. These volunteers will be selected by seniority. In addition, if the reassignment was within the installation from and to an APWU represented craft, they may waive their opportunity to return to their former craft. Seniority is determined by the gaining craft article. These volunteers will retain their seniority and status(outside the installation) however, they will not receive re-treat rights. In the MVS the volunteers will take their own seniority in the same wage level and position description.

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33. Can an impacted full-time regular employee decide to remain in the installation by voluntarily converting to PTF status? **ANSWER–** Yes, but only in the Clerk craft in post offices Level 20 and below. Each impacted FTR may decide to remain in the installation as a PTF and will retain their craft seniority. If they do this there is no increase in the overall PTF work hours available for the PTF pool, in fact, there will be a reduction due to Article 12 prerequisites. Additionally, a FTR who voluntarily converts to PTF status will not have retreat rights.

34. Do PTF hours worked in withheld duty assignments count toward maximization? **ANSWER–** No. However, PTF's must be working in withheld positions for their hours to be excluded for purposes of maximization.

35. May the Postal Service withhold PTF vacancies? **ANSWER–** Yes. Article 12 allows the Postal Service to withhold PTF vacancies when excessing PTFs or when closing an independent installation.

36. When an employee is excessed into a different craft within the same installation does that employee receive retreat rights? **ANSWER–** No. That employee must return to their former craft upon the first available residual vacancy unless they were excessed from an APWU represented craft into an APWU represented craft, in which case they may waive return to the former craft. If the first available residual vacancy is in a lower wage level, the returning employee will receive saved grade.

37. May an excessed FTR clerk or MVS employee (who was FT on May 23, 2011) decline to retreat to a NTFT duty assignment of less than 40 hours or more than 44 hours/week without losing their retreat rights? **ANSWER–** Yes. Excessed employees with retreat rights, whether to the section (Article 12.5.C.4) or to the installation and/or craft (Article 12.5.C.5) may decline their right to retreat to any NTFT duty assignment without relinquishing their right to retreat to any posted traditional FTR duty assignment.

38. UNDER Article 12.5.C.5(a).5 an APWU represented employee who is excessed into a non-APWU represented craft within the installation shall be returned to the craft from which reassigned at the first opportunity. What happens if the "first opportunity" is to a NTFT duty assignment with less than 40 hours/week or more than 44 hours? **ANSWER–** The employee will still be returned to their APWU represented craft. However, if the employee declines to accept the NTFT duty assignment, they will become unencumbered (unassigned) with a "traditional" schedule.

39. If an employee is excessed into a different craft in new installation do they have to return to their former craft and installation upon the first available vacancy? **ANSWER–** No. Employees excessed into a different craft outside of the installation have retreat rights (except for senior in lieu of volunteers) and may return, but are not required to return, to their former craft and former installation.

40. Do employees who were excessed to a different APWU craft prior to May 23, 2011 have the Article 12.5.C.5(a).5 right to "waive return to the former craft.?" **ANSWER–** Yes

41. If a level 6 clerk who was excessed to a level 4 custodial assignment in the maintenance craft, upon notification of their opportunity to return to the clerk craft, waives their right to return in accordance with Article 12.5.C.5(a)5, will that employees retain saved grade? **ANSWER–** No

42. What happens to the PTR or PTF retreat rights former PTRs or PTFs in the Clerk and MVS had under the previous contract since there are no longer PTFs or PTRs in either the Motor Vehicle or in the Clerk Craft, or PTFs in the Clerk Craft in Level 21 and above post offices? **ANSWER–** PTR assignments in both the Clerk and Motor Vehicle crafts are converted to full-time. An excessed PTR will now have retreat rights to a full-time duty assignment in their original installation and craft. Any excessed PTF clerks would likewise have retreat rights to any full-time duty assignment in their former installation and craft. Failure to exercise the opportunity to retreat to the first available full-time duty assignment (including NTFT duty assignment) would terminate such rights.

43. What does the term installation mean? **ANSWER–** An installation is the composite of the work areas and/or facilities in which employees may use seniority to bid(bid cluster). An installation may be made up of a Post Office with its associated stations and branches, a P&DC, a dependent NDC, a dependent REC, a dependent Corporate Call Center, etc.

44. What will be the seniority of an impacted employee excessed into a different craft? **ANSWER–** The contract of the gaining craft/union will determine the employee's seniority.

Article 12 Q&As continued.....

45. May a senior non-impacted employee volunteer for placement in withheld duty assignments outside of their craft?

ANSWER– They may do so within their installation only if it is from and to an APWU represented craft. Senior non-impacted employees may volunteer for placement into withheld duty assignments outside their craft and outside their installation within the same or lower wage level and status. These employees will receive saved grade pursuant to Article 4.3 and Article 37.4.C.6 and Article 38.k.

46. What happens to vacant duty assignments once the Postal Service has withheld a sufficient number of residual vacancies to place impacted employees?

ANSWER– The Postal Service will not withhold more residual vacancies than are necessary to place impacted employees. The Postal Service may substitute residual duty assignments to the withheld pool that are close to the impacted office, or residual duty assignments within the same craft. The Postal Service will release residual duty assignments not needed. Residual vacancies will be dealt with in accordance with the October 2, 1984 prearbitration settlement of case H1C-NA-C 81 and in the clerk Craft also in accordance with the November 7, 2011 MOU regarding the reversion of withheld/residual vacancies.

47. How will non-impacted employees become aware of the opportunity to replace an impacted employee? **ANSWER–** The Postal Service will post on official bulletin boards. The notification will include a listing of the withheld duty assignments. Selections of volunteers will be made by seniority.

48. How far can an impacted employee be excessed? **ANSWER–** Within 40 miles from the losing installation, or 50 miles if reassignment within 40 miles is not feasible.

49. Who is eligible for relocation benefits? **ANSWER–** Pursuant to the MOU Re: Minimizing Excessing, an impacted employee, or a volunteer in place of an impacted employee, may be eligible for relocation benefits if their new duty assignment meets the 50-mile rule as defined by IRS regulations. Employees should check with their personnel office to determine eligibility.

50. When employees who receive relocation benefits are offered retreat rights, do they get paid relocation benefits on the move back? No. In addition, any employee who received relocation benefits and is offered retreat rights need not reimburse the Postal Service for relocation benefits received on the move out.

51. If excessing from a section occurs while a clerk is serving a bidding restriction, is the bidding restriction waived for purposes of the in-section bidding pursuant to Article 12.5.C.4.c? **ANSWER–** The employee would not be subject to the bidding restriction as such insection bidding is controlled by Article 12, not Article 37.

Receiving Locals (will likely face major disruptions as local management implements the Network Optimization process in Mail Processing based on the new 24 hours clock matrix.

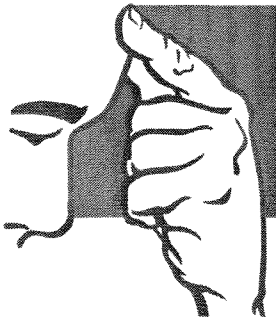


Locals should request a LM Mgr based solely on an agenda regarding staffing.

- Request the timeline? When is the event entered into WebCCM
- When was the Union notified? (Regional/Local)
- When was or will the event be communicated to the Local and Employees?
- When will input from the Local be permitted?
- When does the District contemplate creating new jobs in HRSSC?
- When will retreat rights be offered?
- What assignments will be abolished?
- What assignments will be reposted?
- When will new (newly created) assignments be posted?
- When will reposted assignments be posted for bid?
- When will assignments be awarded?
- When will the new work schedules that align with the new 24 hour clock be implemented.
- When and how will unassigned (unencumbered) be placed?
- Secure an updated seniority list
- Secure copy of latest webcoins On Rolls Report
- Secure copies and explanation of F1 Baseline Staffing Model
- Secure copies of Machine Run Plan by Sort Program. Ask for explanation
- Secure copies of Associate Office and Delivery Unit Requirements/Expectations, DPS Dispatch
- Secure data on MVS AM trips and impact on MVS routes
- Secure information on impact to fixed mechanization, demolition of any equipment
- Secure MS 47 data and update inventories etc.
- Request any updates on Equipment Modifications and Equipment Changes
- Check for any pertinent LMOU provisions
- Secure data on OT usage
- Prepare ADRP Appeals for initial posting of NTFT Assignments
- Prepare individual grievances on improper
 - ⇒ Excessing
 - ⇒ Postings
 - ⇒ Details
 - ⇒ Mirror assignments
 - ⇒ Unencumbered placement
 - ⇒ Repostings
 - ⇒ Awards
 - ⇒ MS 47 Maint Staffing Package Issues
 - ⇒ MVS improper route postings/awards
 - ⇒ Involuntary reassignments from Stations/AOs
 - ⇒ Refusal to allow Input from Local
 - ⇒ Refusal to issue Local requested reports that change operations

Points to Ponder

- ♦ Be leery of reaching side bar agreements. If an MOU is to be entertained secure membership sanction
- ♦ Keep the membership informed of the issue, struggle and appeals
- ♦ Secure formal official assistance from national officers
- ♦ DO NOT become complacent or lackadaisical



ARTICLE 12 GRIEVANCES

It is often said, grievances can not be filed over AMPs. However, the local must be assertive and challenge violations of the principles of seniority

and reassignments. When grievances are filed the burden of proof is on the union. When you file you are declaring that management violated their right to reassign employees, their application of seniority or a particular right granted to employees by the CBA, regulations or statutes.

Your grievances **MUST** be fully developed! You must prepare your grievances:

- **What are the facts?**
- **What supporting documents do you have/need?**
- **What specific contractual provisions are involved?**
- **What are your arguments going to be?**

Emotions run high during excessing impacts. Employees want results. There is no instant gratification! Article 12 grievances take methodic and deliberate effort to ensure the fact circumstances are investigated, understood and that an alleged violation can be proven by a preponderance of evidence.

- ⇒ List your issues and your arguments
- ⇒ What are the salient facts and the fact circumstances?
- ⇒ What specific provisions of the CBA/JCIM, Q&As, MOUs are you claiming have been violated?
- ⇒ What is your position on the issue(s)?
- ⇒ Do the facts/evidence support your position?
- ⇒ How strong are your facts in support of your position? How did you come to that conclusion?
- ⇒ How weak are some of those facts? What makes them so weak? Can those weak facts be strengthened?
- ⇒ How clear is the CBA/JCIM/MOU/Q&A language to the facts on your grievance?
- ⇒ What is management's position and what facts do they rely on?
- ⇒ Are there cross references in the CBA/JCIM that may alter the strength of your position? If so what are they?
- ⇒ Is there past practice and can you prove it?

Critical Points To Ponder

At the Area/Regional level the Regional Coordinator is restricted in regards to filing grievance appeals over individual impacts. Only when the Area or District changes policies, guidelines or instructions on an Area or District wide basis can the Coordinator file a grievance pursuant to Article 15, Section 2 Step 3(f).

The Region therefore relies on locals to file grievances over Article 12 issues WITHOUT DELAY! But there are several key obligatory points a local must be aware of and follow through on:

- ♦ ***The Union is the complaining party and MUST show that there is either language or practice to support it's claim.***

Article 12 has more than 40 plus years in existence. Recent CBA changes, MOUs and Q&As have tweaked it somewhat. You should not write all that verbiage on your grievance appeal forms. What is **REQUIRED** is a "detailed statement of facts, contentions of the Union/grievant, citation of the PARTICULAR CBA provisions and the remedy sought.

You have to do your homework upfront and cross reference all the applicable provisions of the CBA and JCIM. **Note:** *There is more description of the excessing process in the JCIM than the CBA but both must be cited.*

- ♦ ***All facts and arguments are to be presented BEFORE an arbitration hearing.***

There is a difference between argument and evidence. Article 12 excessing generates a lot of emotion and often a lot of argument. But what is needed to prevail are the facts and evidence of the situation and CBA/JCIM provisions that correspond to those facts.

Arguments can actually change but facts do not! And the facts have to be supported by evidence to show a violation has occurred. At Step 1 ALL the facts and evidence have to be developed. At Step 2 all the facts and evidence have to be presented.

If the Union contends that a Function 4 or CSV Reports is inaccurate or flawed the union must present a factual basis for the contention and be able to prove it! That proof contractually has to be provided at the Step 2 meeting and show a violation.

Arbitrators have declared the only arguments that may be considered at a hearing are those raised in the grievance steps by the UNION. Of course, the task is to render a detailed statement of facts without writing 15 pages of contentions/arguments. The Corrections and Additions of the Union may be most useful in this regard.

Warning– vague wording of an alleged violation or remedy have been rejected by arbitrators on the basis that such wording did not lend itself to attempted resolution at lower steps of the appeal.

Grievances

continued



Simply citing Article 12 on line 11 of the grievance form is claiming literally that **24** pages of the CBA have been violated. ***Be advised*** that an arbitrator lacks jurisdiction or even the authority to conduct an arbitration hearing unless the Union articulates an article that has allegedly been violated, as well as a remedy, being sought.

- ♦ **The Union MUST also make contentions that the action of management was either inappropriate or outside the Employer's contractual right, under Article 3, to maintain the efficiency of the service.**

Of course, once the Union makes these contentions the Union must then prove through evidence that management's actions violated the CBA/JCIM/MOUs/Q&As.

- ♦ **A stack of papers is not necessarily evidence and it is not the arbitrator's function to sift through hundreds of pages of documents without some specificity of what he/she should be analyzing. Volumes of paper is NOT proof of generalized claims of the Union.**

No arbitrator is going to go through volumes of documents. There has to be specificity and proof of the claims. It will be particularly helpful to your case, to the NBA and to the arbitrator if you list your documents and tab them to direct the parties to the evidence. ALSO it is particularly useful to provide graphs with supporting documents for those graphs.

- ♦ **The Union MUST request all relevant documents from management because the Union is the moving party and has the burden of making a prima facie case in these cases that management violated the CBA.**

The Union has to be specific as to what documents it is requesting. So it is critical to specify on the RFI what is needed by the Union to show a violation occurred. This does not mean to go on a fishing expedition or to submit a catch all phrase such as "Any and all reports". There has to be specificity!

- ♦ **A management action granted by the CBA can only be challenged if it denies some employee rights. If management justifies their actions the Union has to rebut through evidence their justification violated the CBA.**

Remember management has the contractual power to management USPS. However, they can't deny or violate legitimate employee rights. The Union MUST first prove employees have those rights and then prove management violated them.

BASIC DOCUMENTS NEEDED FOR ARTICLE 12 APPEALS

- ♦ A copy of the Notice of Intent to Withhold issued to the Regional Office and the corresponding Impact Report.
- ♦ A copy of any Study or Report associated with the impact.
- ♦ A copy of the seniority list used by management. A copy of an updated accurate Seniority list if the lists differ.
- ♦ A copy of the LMOU provisions applicable. [DO NOT send copies of the CBA articles, or JCIM interpretations. But do cite them on your appeal forms.]
- ♦ Customer Variance Service reports if applicable with any discrepancies outlined on a corresponding sheet.
- ♦ Volume reports if applicable
- ♦ Attrition reports if applicable. (who left and when)
- ♦ PSE utilization reports with corresponding deployment listing and hours charted!
- ♦ Listing of Light./Limited employees if applicable to the issue
- ♦ Copies of Retreat forms submitted if applicable
- ♦ Written statements from impacted employees ALWAYS!
- ♦ Copies of residuals proffered for preferencing
- ♦ Copies of residuals awarded after preferencing
- ♦ Listing of Senior in Lieu of solicitation
- ♦ Baseline, Run Plan Generator, Function 1 modules as applicable along with a description of what they show.
- ♦ Copies of LM Agenda items submitted by the Local and management response(s).
- ♦ Copies of any and all RFIs submitted by the Local and the documents supplied by management.
- ♦ Copies of steward certification listings
- ♦ Copies of 1723s or other documentations regarding details.
- ♦ Any and all corresponding Maintenance staffing documents.
- ♦ Veteran's Preference related documents
- ♦ Screen shots of eReassign, eRetreat, etc
- ♦ Copies of all employee notices for all impacted employees
- ♦ Copies of all relevant emails and what they describe
- ♦ Copies of clocks rings for standby and proof of work
- ♦ NTFT work hours, schedules, and staffing matrix
- ♦ List of withheld listings and local written notices/updates
- ♦ Copies of bid assignments, new schedules, detail orders.
- ♦ Clock rings
- ♦ Others: (List)

8. Improper Regional Notice

11. 3, 5, 12.4.A; 12.5.B.1; 12.5.B.3; JCIM 12.4.B;

12. This grievance evolves from the failure of the Employer to abide by the obligation and requirement to issue Advance Notice to the Regional level Union as much as six (6) months if possible.

[] In this particular impact () No notice was issued at all. () only a short period of time was issued to the regional union. Information indicates the notice was received by the Regional Union on or about _____. One of the purposes of giving notice is to provide an opportunity for the union to investigate facts and make suggestions calculated to minimize dislocation and inconvenience to affected employees. This opportunity was compromised.

The failure of management to give adequate notice undermines the principles of seniority and reassignment.

[] with the proliferation of impacts due to so called "rationalization" there must be adequate notice so that the parties can reasonably discuss the event.

[] the Automated Impact Report issued with the Notice of Intent to Withhold is () inaccurate in that _____ () is incomplete in that _____ () in conflict with the data that is suppose to validate the AIR. () is in conflict as to the supposed reason for the impact. () _____ state other reasons _____

13. The Union requests that proper advance notice be given. That the Area Move Date () be cancelled () be delayed () Be revised. The Union further requests () Out of Schedule Pay () travel time be paid () employee be made whole for any applicable remuneration

And further _____ state any case specific remedy _____

8. Refusal to Render Doc/Info

11. 3, 5, 12,15, 17.3; 31; NRLA, JCIM 12.4.B; JCIM 31

12. This grievance evolves from the refusal/failure of the Employer to provide to the Union requested documentation relevant to collective bargaining agreement. On ____ (date) _____ the Union requested information/documents related to _____ and the () delay responding () refusal to respond () incomplete response is not reasonable.

[] Management can not make a determination that the documents requested are not necessary. The Union deems them relevant and necessary to determine if a grievance exists and for the enforcement, administration or interpretation of the CBA.

[] The demand for prepayment is unreasonable and pretextual in that the information () is readily available electronically () already exists and is available.

[] The Union has a right to any and all information which the Employer has relied upon to make its determination on the impact.

[] The local requests this information related to local matters pertaining to the excessing event. The Union is in need of this information to reasonably discuss the impacts with management.

[] The JCIM is specific that the Local is also entitled to reports/studies and not solely the regional level union.

The refusal of the Employer to render to the Union this requested documentation violates the NLRA and the Employer has no right to ignore its Article 3 obligation to abide by statutes.

13. The Local requests that the info/documents be provided to the union forthwith. () And the Area Move Date excessing impact be () cancelled () delayed until documents/info are reviewed and a meeting is conducted () the Union be made whole for processing appeals it may not have had to if doc/info was provided. () _____ other _____

8. Failure to Meet/Discuss

11. 3,5, 12, 15, 17.5A, JCIM 12.4.B

12. This grievance evolves from the () failure () refusal of the Local/District management to () meet with the Local Union as requested on _____ () meet with the Local Union as provided for in the JCIM regarding () the reassignment of employees out of craft/ installation () operational changes () and to provide input.

The Area made it clear to the Regional Union that the local parties would be discussing the impact. Yet the failure of the District to () meet () allow for input () rendered the intended meeting useless

and has undermined the intent of CBA to allow for the parties to meet for the purpose of discussing, exploring and considering matters of mutual concern.

() the contention that the Area/Regional parties met is neither here nor there as it was made clear the local parties would also meet. Such a meeting is required under the JCIM Article 12 page 4.

Of particular, but not limited to, concern to the Local is the matter of : () list your concerns, e.g., withholding, seniority list, Limited Duty, preferencing process etc).

() also _____ list any other specific or particular issues related solely to the Local _____

13. The Union requests () to meet with local management () that the Employer respond to the matters of concern{ } listed here { } listed in the letter submitted on _____. () cancel the Area Move Date Impact () delay the Area Move date impact until the parties meet () make the union whole for expenses related to appeals that could have been avoided had the parties met.

() _____ (other) _____

8. Improper Details

11. 3, 7.2; 12.5.B.5; {12.5.C.6}; EL 312; ELM 434; 438; 12.5.B JCIM; MOU Minimizing Excessing

12. This grievance evolves from the improper involuntary reassignment of the grievant on a supposed "detail". The forced reassignment of the employee to the new schedule is not a "detail" as prescribed in the Centralized Mail provisions of the CBA.

Nor is this detail on prescribed by Article 25 . The provision management contends is being utilized is suppose to be applied on a particular day not continuous days or prolonged period(s).

() this involuntarily detail undermines the principles of seniority and reassignment and the current restrictions of the CBA.

() Inherent in the provisions allegedly being used are that conditions be reasonably unforeseeable or somehow unavoidable.

() Management is creating insufficient work by intentional staffing.

() In the Pacific Area management is not using the protocol established by their action to _____

() Management is not properly { } paying Out of Schedule pay { } paying Travel { } paying mileage { } per diem if applicable.

() Management is not granting the employee selected vacation pursuant to Article 10. () the preferencing of schedules is skewed

() Management is exceeding the radius by: _____ miles.

() _____ state other particular issues _____

13. The Local requests that the () detail be cancelled () detail be voided () Management abide by Article 12 and place the employee in the _____ schedule. () Pay { } OOS { } Pay Travel { } Pay per diem { } Mileage. { } _____ Other specific remedy _____

8. IMPROPER SENIORITY APPLICATION

11. 3, 5, 12.2; 12.4.A; 12.5.B.1; 12.5.B.9; (other 12 seniority cites); 12.5.C.5(4); (Craft Articles as applicable 37,38,39 with sections and subsections.) JCIM 12.5.B;

12. This grievance evolves from the () misapplication of seniority () failure of management to properly designate the impacted employee () refusal of management to correct the seniority discrepancy the local identified on _____ which would have resulted in minimizing the inconvenience and/or dislocation of employees.

Management () did not () update () sanitize () correct the seniority list () did not proffer Seniors the opportunity to volunteer in lieu of junior impacted employees as required by the CBA. () ignored the principles of seniority by skipping a more junior employee () Misapplied the craft specific designations of the kind of seniority that governs excessing events. () imposing clerk rules on Maint.

Management () targeted the duly certified shop steward ignoring super seniority outlined in Article 12.5.B JCIM 12 pg 12; Art 17 Q&A 9; CBA 17.3; JCIM 17.3, 17 page 2. The improper excessing of this employee undermines the representation rights of the bargaining unit.

() The grievant/employee's seniority date as identified on Form 50 () was incorrect () ignored () misapplied.

[Also outline how the misapplication of seniority has undermined the excessing process: _____]

13. The Union requests () the employee not be excessed () the employee's 30 day notice be cancelled () the targeted employee be made whole including out of schedule pay () travel () mileage. () the proper seniority be applied to the instant matter. () The grievant be returned to his/her former () installation () craft () other remedies: _____

8. IMPROPER WITHHOLDING

11. 3, 5, 12.4.A; 12.5.B.1; 12.5.B.2; 12.5.B.4; [37.3.A.3 for clerks]; JCIM 12.5.B

12. This grievance evolves from the () failure of management to withhold sufficient residual vacancies for the planned impact () failure of management to identify the correct residual assignment () failure of management to list all the available residual assignment(s). () failure of management to provide available residual assignments for the purposes intended to the proper craft. () failure of management to release residual vacancy/vacancies ID # _____ upon conclusion of the impact. () failure of management to apply the specific craft criteria for withholding assignments in the () MVS () Maintenance craft.

() Local management () failed to () made no effort to () improperly notify the Local Union of assignment # _____ () being withheld () continued to be withheld. () Notice or listing to the Region does not negate obligation to Local. () Other issues _____ () [Also embellish on the above selections by giving fact circumstances and argument]

13. The Union requests () all residual assignments within the radius be listed () the residual assignment ID # _____ () be listed () be deleted () be offered. Other remedies to fact circumstances: _____

8. IMPROPER LY REVERTED WITHHELD Clerk Craft

11. 3, 5, 12.4.A; 12.5.B.2; 12.5.B.4; 37.3.A.2; MOU Reversion Withheld/Residual

12. This grievance evolves from the () unilateral reversion of withheld assignment # _____ () improper reversion of withheld assignment # _____. There has been no () info () evidence presented by mgt that the assignment s not longer viable. Management did not contact the Regional Coordinator to discuss the proposed reversion thereby undermining the intent of the 11-7-11 MOU. Nor was the adjudication process allowed.

13. The Union requests residual ID # _____ be () posted () filled () be offered

NOTE: EGS Forms do not contain numbers on lines

8. FAILURE TO MINIMIZE EXCESSING/IMPACT

11. 3, 5, 12.4.A; [12.4.D]; 12.5.b.1; [12.5.C.5.a(1);(2);(3)]; [12.6]; MOU Minimizing Excessing ; [37.2.D.5.(c)] [37.2.D.5.d.] [38,39 plus subsection] ; [MOU Transfer Opportunities to Minimize Excessing] Q&As No. _____

12. This grievance evolves from the failure of the Employer to minimize the excessing impact occurring on: _____. Management failed to:

() return the light/limited duty employees assigned to the impacted craft back to their former craft and/or assignments. The sole criteria is seniority.

() separate the PSE (s) working in the affected craft and installation. This obligation is demonstrated in that () _____ hours are being deployed in the utilization of the PSE(s) which equate to _____ regular duty assignment(s). () separate PSE(s) and refused to render to the Local Union requested work hours, data and deployment lists in order to enforce the obligation of the Employer to minimize the impact on () FT () PTF employees. Thus violating Article 17.3 and 31 as well.

() proffer Seniors the opportunity to volunteer in lieu of junior impacted employees. This would have lessened the impact to those junior employees.

() properly inform and proffer employees (impacted and non impacted) the opportunity to utilize () 21 day eReassign () eReassign and the MOU on Transfer Opportunities

() properly and fully apply Attrition to the Impact Event which would have reduced the impact to _____ employees. Information indicates that since the Regional Union received notice of the intent to withhold _____ employees in the installation have attrited.

() include the 204B () to account for the Vet Pref () to abide by the Automated Impact Statement () reduce OT () properly proffer withheld residual assignments. () not force NTFT assignments on impacted employees. () offer assignments held by PSE(s) which are _____ (identify) _____.

() create more efficient Traditional duty assignments () create more flexible assignments () or change schedules within the installation to lessen impact/

() work with the Local Union to consider multi-facility duty assignments that would lessen the impact. () cancel contracted custodial leaning services as prescribed in the Maint MOU. () to take actions in other crafts to generate vacancies for posting and subsequent withholding for this impact.

() stop the performance of craft work by supervision/management. Despite repeated grievances this violation continues in contravention to the prohibitions of Article 1 Sec 6. It makes no sense to pay premium management wages for the individual(s) to perform craft work.

() Other efforts _____

(x) provide fact circumstances for any and all selected issues above _____

13. The Union requests that () the number of impacted employees be reduced by _____. () That the excessing event scheduled for _____ be () cancelled () delayed. () The involuntarily reassigned employee(s) be returned/ restored to their () former craft () former installation and be made whole for all () OOS () travel () mileage () per diem.

() the following schedules be converted into full time assignments _____

() the grievant be granted the following assignment _____ that he (she) did not have access to on 21 day eReassign.

() return light/limited other craft employees to their former craft and lessen the impact by _____.

() make a special offer to the Senior employees and if there are volunteers lessen the impact by _____.

() separate a minimum of _____ PSE(s) and lessen the impact to career employees.

() Proffer the assignment(s) retained by PSE(s) _____ to the impacted employee(s) and lessen the number of impacts by: _____

() [Other fact circumstance related remedies _____]

ADRP

certain aspects of Article 12 are subject to the Alternative Dispute Resolution Process. The last instruction issued to the field as to which process (Art 15 or ADRP) was to be used for which circumstance was to **USE BOTH.**

For ADRP Process they say to use the Grievance Form. In addition this Region recommends you supply more info:

[x] Local ADRP Distinct No. _____ When the parties met. Who the parties were. What was discussed. Were any written proposals made? If so supply them.

[x] Did the parties reach agreement? If so when and what was it? Did management thereafter renege? Did they state why? Did the Local ask why? When?

[x] WAS AN ADRP dispute initiated within 14 days of a final decision? If NOT was an extension requested and granted.

[x] List and identify all related documents.

DEVELOP AND PROVIDE AN ADRP OUTLINE

The issue is:

The facts as the Local Union see them are:

The facts as management claims they are:

The issue [] is [] is not a general misunderstanding of the parties

The Local's understanding is:

Management's understanding is"

The FACT based contractual application as the Local Union sees it is:

The possible interpretative dispute can be stated as:

List the documents the local requested and received AND/OR did not receive

[If management fails to provide documents file separate grievance(s) not ADRP. And/or file an UFLP !]

Understand and List Timelines:

Local/Mgt met on: _____ ADRP Appeal Initiated on: _____

ADRP decisioned on: _____ ADRP Appealed to NBA on: _____

ALWAYS INCLUDE WELL WRITTEN AND DEVELOPED STATEMENT FORMS:

INCLUDE ALL COMMENTS AND NOTES TAKEN DURING THE PROCESS

8. RETREAT ISSUE(S)

11. [2], 3, [12.4.C] 12.5.C.5.b, JCIM 12.5.B; [12.5.C.5.b.6], [craft articles]

12. This grievance evolves from the Failure of Management to () Retreat : () the proper employee () abide by the written request of the employee to retreat () give adequate notice/instruction on the eBidding process for retreating () issue a CWHR for the employee's former installation which is _____. () properly Apply the Craft rules which trump Article 12 () to trigger retreat right when the CWHR did not show a business reasons for the excessing. () properly award the employee's preference () restore retreat rights improperly taken away for the stated mistaken reason. () allow the employee to opt not to retreat

() other fact circumstance specific issues _____

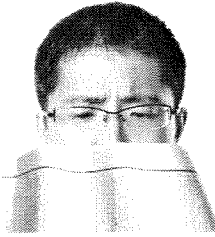
13. The Union requests that the employee be () returned to _____ () be paid out of schedule pay () be retreated to: _____ () be granted the option to _____

Other stated remedies _____

RFI remember that the Union as the moving party is obligated to request relevant and specific documents/information. Here are some basic documents you may need and use in Art. 12 issues:

- [] Unit Variance Report [] workload report [] LDC 48 report [] 1994s
- [] webCOINS report for (period) [] Customer Service Variance Report
- [] Copy of email or notification of CSV validation [] Form 50 for _____
- [] DDC or PC Complement Committee authorization for event
- [] vacancy report for the month(s) of _____
- [] email messages from _____ for _____
- [] Run Plan Generator for F1 at _____ Plant/Office and the corresponding key.
- [] CIS/MODS reports for Quarter _____ FY _____
- [] EXFX and ODIS Scores for _____
- [] Latest copy of Withheld listings and continued need to withhold
- [] Current listing of Attrition from _____ to present
- [] seniority list for _____ facility and for the current quarter
- [] list of employees on light/limited duty for the current quarter
- [] number and names of those detailed and the location/schedules detailed to.
- [] current list of removals pending [] Maint MS 47 complement staffing
- [] VERA request validation [] Management's Listing of Stewards
- [] Standby Directive, Clock Rings and justification
- [] Loaned and Transfer Reports [] OT Alert Report for current quarter
- [] NTFT Summary Report [] PSE Summary Report
- [] Discretionary Work Hour Report
- [] Function 1 [] Function 2B [] Function 4 OT Report
- [] List of Residual Assignments Offered for Preferencing
- [] List of Residual Assignments Awarded After Preferencing
- [] Copies of 60 Day General Notices for _____ event
- [] Copies of 30 Day Specific Notices for _____ event
- [] copy of eRetreat instructions [] copy of 21 day eReassign instruction
- [] _____
- [] _____
- [] _____

REPORTS



The following reports can be useful to locals in addressing concerns over the alleged "business conditions" (mentioned on page 11 under 12.4.C). But the data contained in the reports can only be measured and validated at the Local level.

AIR (Automated Impact Report)

This report evolved from the much more comprehensive (and useful) Attachment B-B3 and C Impacted Office Employee Status Report of the 1994 CBA. When HQ agreed to the AIR the data it provided for was not of much use to the Region.

The AIR usually accompanies a Notice To Withhold Notice issued by the Area VP. The JCIM says the Impact/Work Hour Report is the official notice at the area/regional level to be given when tech and mech or operational changes impact the bargaining unit no less than 90 days in advance (six months in advance whenever possible). [JCIM page 98]

AIR contains an identification of the Impact Site and Type, Date of Impact (should correspond to an Area Move Date), the period for which a review was performed. (This can be a CSV, Baseline F1, RPG etc. These documents should be requested at the local level is not contained in the AIR issued to the Region and transmitted to the Local).

AIR reveals the current average work hours and planned hours, as well as the savings and OT impact. There is no way for the Region to validate these hours or monitor them for that matter. We rely on locals to do so. This data may be used in conjunction with the Comparative Work Hour Reports to validate the actual savings to disprove a valid business condition exists or existed to warrant the excessing impact.

AIR contains data on the intended utilization of PSEs and should trigger local action to enforce the provisions of 12.4.D. Locals should not delay in requesting PSE hours, chart them to see if they equate to a FTE and challenge local management if they fail to separate PSEs BEFORE the actual move date.

AIR also provides the impact to PTRs and FTRs and gives a cursory explanation of the need to excess. But it can be used to challenge the impact and/or gleaned so as to determine what to request in an RFI.

WorkHour Impact Report

Impacted Bid Cluster	PALO ALTO POST OFFICE
Installation Address	Event 41744
Area Name	PACIFIC
Impact Type	Reduction Other Than by Attrition
Date of Impact	04/30/2013
Period (Dates) of Review Performed	08/06/2011 thru 08/17/2012
Report Prepared By	Jose Nuno
Report Prepared Date	10/31/2012
Reviewed By	Rosemarie Fernandez
Phone	(415) 550-5591

WorkHour Impact Report

Craft = CLERK

	A Current Average Weekly Hrs	B Planned Weekly Hrs	C Weekly Hrs Savings	D Monthly Savings	E Annual Work Hours Savings	F Annual FTE Savings	G Current FTE Yearly Hr Rate
Total	1450	1130	-320	-1280	-16640	-10	1612

OverTime Impact

	Current OT Average Weekly Hrs	Current OT Rate	Planned OT per Week from changes	Additional Planned OT per Week	Percent Planned OT per Week	Planned OT Hours per Week	Planned OT Rate
Total	47	3.2%	-12	0		35	3.1%

Postal Support Employees (PSE)

a. Current Number of CLERK PSE on Rolls	0
b. Current Total Non-OverTime CLERK PSE Hours per Month	0
c. Planned Reduction in Total Non-OverTime CLERK PSE Hours per Month	0
d. Number of CLERK PSE that will have Reduced Hours	0
e. Number of CLERK PSE that will be Terminated	0
f. Number of CLERK PSE Remaining After Impact	
g. Provide Narrative Justifying need for Remaining CLERK PSE	

There are no PSEs at the station.

Full Time Regular (FTRs)

a. Current Number of CLERK FTRs on Rolls	47
b. Planned Number of CLERK FTR Positions After Impact	37
c. Estimated Number of CLERK FTR Attrition	0
d. Will there be any CLERK FTRs Excessed from Craft or Installation	YES
If Yes how Many CLERK FTRs	10
e. Provide Narrative Explaining need for Excessing	

As a result of the CSV to earned SST reviews it will be necessary to excess 10 clerks.

CWHR (Comparative Work Hour Report)

The CWHR is the official post excessing report issued 45 days after the excessing event, to be used to trigger retreat rights if "business conditions" do not warrant. Business condition is not defined in the CBA but usually relates to a reduction of work hours and OT as planned in the AIR. Usually a RECAP is issued, but a break down should also be issued AND the Local must verify the data by securing TACS Schedule Reports and making sure all hours FT, NTFT, PTR, PTF, PSE hours are recorded on the CWHR and include hours worked by carriers, supervisors etc. If the CWHR report is not accurate contact the Region AND file grievances. If the CWHR report has more hours worked after the excessing request retreat rights be triggered and if refused file grievances.

Recap: Comparative Work Hour Report - Clerks

Palo Alto

30 Day Period Prior to Excessing	
Start Date:	01/01/13
End Date:	01/30/13
Work Hours (Straight time hours)	
Total Full-Time Work Hours	4284.01
Total NTFT/FNTFT Work Hours	0
Total PTR Work Hours	0
Total PTF Work Hours	0
Total Casual/PSE Work Hours	0
Overtime Hours	
Total Full-Time OT Hours	362.23
Total NTFT/FNTFT OT Hours	0
Total PTR OT Hours	0
Total PTF OT Hours	0
Total Casual/PSE OT Hours	0

On-Rolls Number Prior to Excessing:

FTR	30
PTF	0
PTR	0
TE	0
Casual	0
Total	30

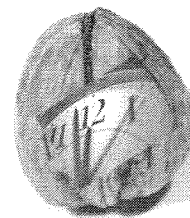
30 Day Period After Excessing	
Start Date:	02/24/13
End Date:	03/25/13
Work Hours (Straight time hours)	
Total Full-Time Work Hours	3702.27
Total NTFT/FNTFT Work Hours	8.49
Total PTR Work Hours	0
Total PTF Work Hours	0
Total Casual/PSE Work Hours	16
Overtime Hours	
Total Full-Time OT Hours	320.76
Total NTFT/FNTFT OT Hours	0.49
Total PTR OT Hours	0
Total PTF OT Hours	0
Total Casual/PSE OT Hours	0

On-Rolls Number After Excessing:

FTR	21
PTF	0
PTR	0
TE	0
Casual	2
Total	0

30 Day Period prior To Excessing	4,646
30 Day Period after Excessing	4,048
Difference	-598
X 12 months	-7,179

TIMELINE OF ARTICLE 12 EVENTS IN A NUTSHELL



This is an over simplification of an otherwise complex contractual Article

National

USPS HQ directs Area to implement a DAR, and enter event date into the webCCM module 1. USPS HQ directs Area to begin process

There is a normal time line of events. It would normally take about 6 months. Under the PMG's accelerated nonsense Area and District management try to speed up the process. However, contractually meetings must take place no less than 90 days before an excessing event and employees must get 60 day advance general notice and 30 day specific notice of placement.

Regional Union

Area issues the Union a Notice of Intent to Withhold Residual Jobs and identifies the number impacted. Suppose to be 6 months in advance if possible. JCIM 12.5.B.2 CBA

Area issues an Automated Impact Statement with the notice. A meeting is requested. 12.4.B JCIM

Local Union

The Regional Union issues a copy of the Notice to Withhold and the Impact Statement to the Local Union with a request to review it and advise the Region of any concerns or issues.

[The Local should mobilize to prepare the membership for the impact. The more information issued the lessor the shock of the impact]

Employees

Local managers/supervisors should not discuss proposed excessing until a Area/Regional Meeting is held. But they do. [So the Local MUST conduct membership meetings and issue News Bulletins to educate the members on the upcoming impacts before management spreads the rumors]

An Area/Regional meeting is held no less than 90 days before the actual excessing event. JCIM 12.4.B

Following notification , the parties meet to discuss the excessing event. At this meeting, mgt provides a list of residual vacancies for the excessing event. [That list is usually insufficient to place employees]

In the Western Region impacted locals are usually invited to take part in the Area/Regional meeting which is usually now done by telecom. Following the telecom District mgt is directed by Area to begin meeting with the Local Union to discuss how the process will take place and to address local issues.

Management promptly issues a 60 day general Advance Notice to employees of being impacted. JCIM 12.5.B

[If the Local has conducted special meetings and issued News bulletins to members the letters will be less of a shock to the employees.]

Local must communicate with the Regional Coordinator **promptly** so that issues not addressed by the District or not resolved can be addressed at subsequent Area/Regional Labor Management meetings. Although the first area/regional LMM must take place 90 days before excessing the JCIM provides for more meetings. JCIM 12.4.B

The Local Union is given copies of studies/reports that result in the reassignment of employees. If there are operational changes local management notifies and meets with the local union to discuss proposed changes. JCIM 12.4.B Unresolved issues should be grieved and also be told to Region

Mgt will conduct stand up talks with employees. Mgt should begin the process of soliciting Senior employees who may wish to be reassigned to a preferred listed residual vacancy. (Seniors in lieu of JCIM 12.5.C.5.b). Juniors will then be issued a preference list to select from vacancies. JCIM 12.5.B (pg 99)

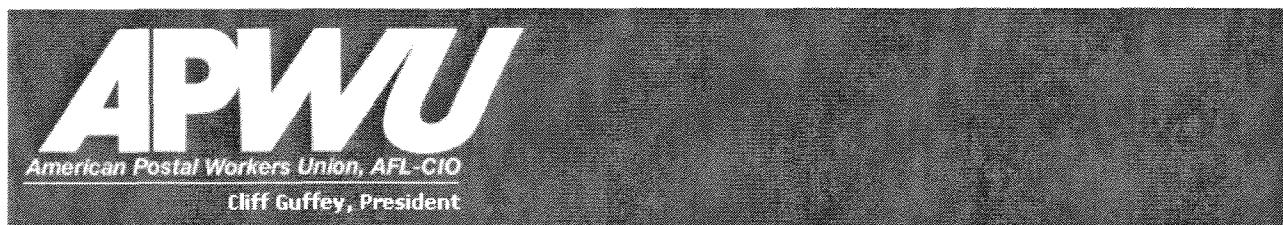
The Local should continue to communicate with the Region over issues in dispute regarding , seniority, eReassign, preferencing, notice, placement, vets, details, PSE, LD, Attrition and all other issues.

The Region does not have contractual rights to file grievances over individual excessing events. The Local must file individual grievances. However, the Region can try to trouble shoot with the Area if informed by the Local.

The Local must continue to communicate with the members and file individual grievances for any and all violations of Article 12 and the craft articles.

The Local union must monitor the preferencing and awards of the selected residuals to ensure seniority rights are complied with. In addition to filing grievances the local need to communicate with the Regional Union.

Employees are to be issued a specific 30 day advance notice of their placement selection and report date. JCIM 12.5B. Employees may submit their request to Retreat either locally or using eBidding. If a CWHR shows there is no business condition for excessing retreat rights are activated or if a vacancy occurs in their former craft and/or installation retreat rights are activated.



The DRIVE to Change USPS in 2013

Omar M. Gonzalez
Western Region Coordinator

(This article first appeared in the January/February 2013 issue of The American Postal Worker magazine.)

While our status quo Congress grapples with the postal crisis it created and we bid farewell to our retiring brothers and sisters, we must double-down and deal with postal management's DRIVE to change the Postal Service.

The Postmaster General's DRIVE program (Delivering Results, Innovation, Value and Efficiency) focuses on changing the USPS. The DRIVE program for 2013 outlines 36 components that are connected in one way or another to your job. At least 10 directly impact you and your family's livelihood. They include:

Network Optimization – This program will continue the Board of Governors' quest to consolidate plants and downsize the workforce. While consolidations have been going on since 2006, the PMG is going to escalate efforts to dispose of vehicles, equipment, property, and employees.

Delivery Unit Optimization (DUO) – The centralization of post offices, branches and stations will hasten the relocation of Letter Carriers. DUO impacts clerks and custodial employees and will lead to more disruptions locally, because employees do not follow the work. (Don't be fooled by the current moratoriums.)

Labor Costs – The PMG has assigned his top contract manager to fully implement management's interpretations of the 2010-2015 Collective Bargaining Agreement, with the goal of saving billions of dollars in labor costs. All crafts will be impacted. Postal management will go wild making work-floor changes, operational adjustments and duty-assignment alterations, causing major disruptions to the 2013 streamlined workforce.

HR Compliance – Ill and injured workers will experience an even more aggressive attack on Workers' Compensation rights and benefits. Management will push for legislative authority to create a postal workers' compensation program separate from the Office of Workers Compensation Programs (OWCP).

Dispute Resolution – Management says it will attempt to identify policies that generate grievances and implement problem-solving processes. (Amazing! Managers who blatantly violate the contract and laugh at grievances until they are forced to pay for violations are a major cause of grievances.) Under DRIVE, postal management will select the top five districts in each area that generate grievances, and will supposedly work at eliminating the source of the problems.

Facility Management – The USPS will escalate the termination of leases and sell post office buildings, which are often beautiful Depression-era offices or Main Street USA branches. The effort to cut costs by reducing square footage use will translate into more worker disruptions.

Access Optimization – The Postal Service will seek to provide the public with more alternatives to post offices in an effort to reduce costs. This translates into greater privatization of the Postal Service.

Workforce Optimization – This component seeks to redefine the structure and mix of workers and calendar staffing changes. The intent is to create road maps for Districts and Areas to target staffing reductions in a more expedient manner.

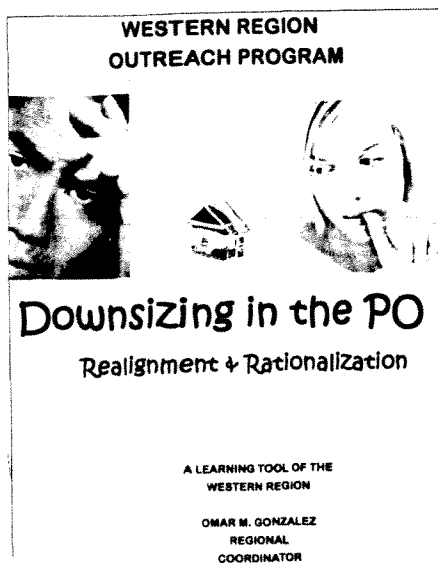
Postal Health Plan – This long-time goal will be a main focus of the Postal Service's legislative effort. Getting Congress to authorize the creation of a postal health plan outside of the Federal Employees Health Benefits Plan is a main goal. If successful, management will attempt to re-negotiate with the unions over health care benefits.

Employee Engagement – This is supposed to be an effort to improve employee work methods, but the focus is on cost savings, productivity, the "customer experience," and of all things – employee morale. Usually, management's efforts are meant to speed up workers and to do more with fewer workers. As you can see, management's efforts in 2013 will be more of the same. The Postal Service's DRIVE is Dastardly, Regressive, Insidiously Vindictive on Employees. The union must and will step up to the plate!

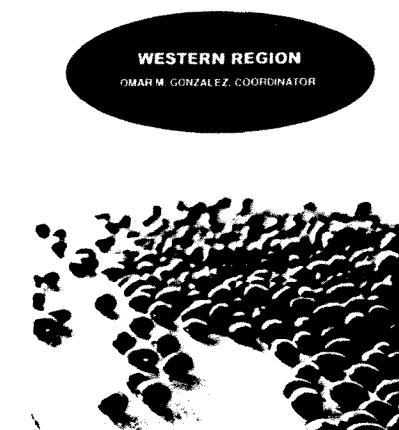
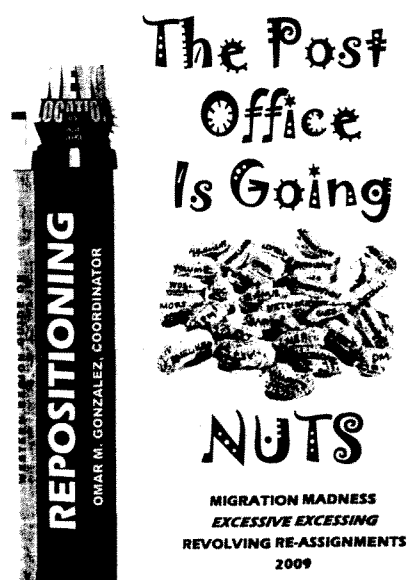
A work in progress..... This booklet is an effort to update the Regional training material issued by the Western Region Coordinator over the years. Since 2002 when the PMG announced his Transformation Plan this Region has issued several booklets and educational material on this and related issues.

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POSTAL PLOTS & PLANS
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COUNTERING THE
BEAN COUNTERS

2010

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