

National Postal Mail Handlers Union

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June 2, 2017

TO: All Local Union Presidents
All National/Regional CAD
National Executive Board

FROM: Paul V. Hogrogian, National President
Teresa Harmon, Manager CAD

RE: Wholesale Job Reversions and Bid Abolishments

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The National Office has been in contact with Postal Headquarters to discuss the deluge of bid reversions and abolishments that are being implemented across the country as a result of the Function 1 Scheduler. Postal Management has argued that these reversions/abolishments are necessary because of the continuing decline in mail volumes. The most recent figures (for the period from October 1, 2016 through May 31, 2017) indicate a decline of over 6 billion pieces in total mail volume from the same period last year.

In an extreme over reaction to these mail volume figures, USPS Headquarters has directed all Postal Areas to assess their current workforce complements and make the necessary adjustments to reflect the decline in mail volume. Not surprisingly, the Area Managers are now over reacting to Postal Headquarters' initial over reaction.

The "staffing tool" that is being used to determine complement in each postal installation is called the Function 1 Scheduler. As explained by Postal Managers, the Function 1 Scheduler uses mail volumes, available equipment, allied labor, and volume arrival, among other factors, to help the processing centers to determine their bid alignments and schedules. However, as most Mail Handler representatives already know, the Function 1 Scheduler is far from perfect. Like any other

computer program, if you put garbage in, you can expect to get garbage out. The Postal Managers who met with NPMHU officials to discuss these reversions and abolishments readily admitted that the Function 1 Scheduler is far from exact regarding the staffing of allied duties (including mail transportation) and platform operations. Since Allied Duties and Platform Operations constitute a substantial portion of Mail Handler staffing in Mail Processing Centers, we can only assume that the Function 1 Scheduler's recommended Mail Handler complement can in no way, shape, or form be considered exact.

We have been told that the Function 1 Scheduler's results are not necessarily binding on all Mail Processing Centers. However, in order for the individual installation to deviate from the recommended staffing, an exception must be requested from and approved by Postal Headquarters. Even in circumstances where current installation staffing is under F-1 results, the USPS has stated that the local installation must ask for an exception in order to convert employees to reach the F-1 staffing model.

The NPMHU has requested from USPS the results of all the Function 1 Schedulers for all Mail Processing Centers in the country. We have been assured that the requested information will be provided. Should the USPS refuse to provide the requested documents, the NPMHU will file the necessary charges with the NLRB.

In what can only be described as a blatant over reaction to pressure from the top, some installations have already issued impact statements notifying of their intent to excess Full-Time Regular Career Mail Handlers as a result of their new staffing assessments. Union Representatives at the Regional and Local levels are meeting with their postal counterparts to discuss these ill-conceived and misguided proposals.

Rest assured, we are not giving up on this issue; nor are we giving in. This is just the start of what may be a long battle to protect the rights of our members, to protect the mailing public, and to protect the Postal Service from itself. This battle must be fought on a reversion by reversion and abolishment by abolishment basis. Each unwarranted bid reversion and abolishment must be challenged and grieved at the Installation Level. Attached to this memo are many documents, including grievance check lists, that will assist NPMHU representatives in challenging the improper reversions or abolishments and in filing the necessary grievances. It is imperative that no unwarranted bid reversion or abolishment goes unchallenged.

The Local Unions should be asking the Postal Service to meet to share the results of their staffing tool and to discuss impacts on Mail Handler craft employees. Please be certain to participate fully and actively in these meetings, to raise questions, and to disseminate available information to all affected Mail Handlers. The National Office also should be kept informed of local developments, as they occur.

The National and Regional CAD also is prepared to assist you with any specific questions that you may have, and, of course, we recommend filing all of the appropriate grievances should any of management's actions locally violate the National Agreement.

Please stay tuned for further information, both through the mail, and on our web site.

CHECKLIST FOR ABOLISHMENTS or REVERSION

CITES: -violation of Art. 12.2H improper abolishment of duty assignments, violation of Article 12.3B3 (vacant or newly established duty assignments shall be posted for employees eligible to bid), Art. 30 (LMOU).

1. A Copies of bid job abolishment/reversion notices.
2. Complete bid history of FTR bid jobs abolished/reverted.
3. Prior and current weekly work schedules for section involved
4. LMOU section definitions (Art. 12.4 Item S, possibly Item P).
5. Listing and definitions of all OPN numbers which comprise section involved and pay Locations (which are exclusively in that section).
6. Operating plan (SOP) for all OPNs in Pay Locations involved.
7. Employee Activity Report's (EAR) for all MHAs, casuals, and non-bid holders working in the OPNs involved. Best evidence would be to develop a way to identify the specific individuals involved. Observation, witness statements, other steward's statements concerning staffing operations
8. Start by requesting OT alert reports for the relevant Pay Locations that could have worked in the section of the abolished bids. Also copies of all Designation/Activity (D/A) Code 82-0 (MHA) and 62-0 (Casual) work hours and schedules
9. Once Mail Handlers are identified that likely worked OT in section of the abolished/reverted Bids, request those Mail Handler's EAR for weeks/PPs involved.
10. EARs for the MHAs and Casuals that are working in the abolished/reverted bid job section to weeks/PPs involved.
11. Copies of the FTR Mail Handlers (whose bids were abolished) current bid job description.
12. Copies of latest hiring requests and any official response for PTRs, FTRs, MHAs and Casuals, as well as any official responses.
13. Notes from any Labor-Management meeting(s) where hiring, staffing and/or duty assignments were discussed.
14. Glossary of Postal Terms on Mail Handler disk and TACS user guide for definition of Outgoing Art. 19.
15. Complement Documents, for example USPS 'Web Coins' data showing authorized complement figures for the Installation
16. Any staffing matrix documents for the Installation, Tour or section

ART. 7.2 (CROSS CRAFT) GRIEVANCE CHECKLIST

CITE: Articles 7.2, 8.5, & 19 (if contrary to automation staffing guidelines) & 15.3 (if previously grieved and settled) and Arbitration; Bloch (1982) Case # AS-W-0656; CIM.

CORRECTIVE ACTION: Pay the appropriate Mail Handlers as determined by the Union at the overtime rate for all hours improperly worked by clerks and/or PSEs at primary craft Mail Handler duties (need to identify hours asked for). Cease and desist assigning such work to the Clerk craft in the future.

1. Because of IDRP, a copy of the relevant portions of the branch inventory of operations after April 29, 1992 or prior walk-through results will be included as well. Copy of Mail Handler bids, JSAs, assignment sheets, L-M minutes, LMOU provisions, past grievance resolves, or statements from Mail Handlers who do (or have done) the disputed duties on a regular basis. Mail Handler OPN vs. not a Clerk OPN.

2. Local LDRC inventory for both Mail Handler and Clerk OPN.

3. List of Clerks and/or PSEs performing Mail Handler functions to include names, specific work by the Clerks, starting time and ending time by the Clerks and/or PSEs.

4. Individual clock rings, Employee Everything Report (EER) of each Clerk and/or PSE for the entire day in question.

5. Operation clock rings (EER by OPN or PIL) «in at least 30 minute increments» of operation Clerk (s) and/or PSEs were clocked on to during time in question. This is especially important if the dispute involves automated equipment with fixed staffing levels.

6. Individual witness statements from Clerks, PSEs and/or Mail Handlers stating everything contained in item # 1 above.

7. Overtime and volume records from same period last year and the immediately surrounding few days to prove: A. It was NOT an exceptionally heavy work load period for the Mail Handlers while at the same time; B. It was NOT an exceptionally light workload period for the Clerk craft.

8. Show it is not a light Clerk load. Copy of clock rings for any Clerk craft employee who worked more than four hours and/or any Clerk PSEs at the time of the violation (date, time -be specific).

9. Copy of Mail Handler schedule, overtime desired list, overtime tracking chart and seniority list to prove which Mail Handler(s) were available and should therefore be paid. Include any volunteers that require more than 12 hours.

10. Copies of: information requests, supervisor's Step One Summary (PS Form 2608), written Step Two decision, index of exhibits, and all evidence to disprove management's contentions.

11. TMS reports, scale transaction togs, end run report, and any other operational reports that supports our position.

12. DMCR - Daily Mail Condition Reports

REASSIGNMENT OF MAIL HANDLERS
EXCESS TO THE NEEDS OF A SECTION
(ARTICLE 12.6C4)

In most circumstances, the reassignment of Mail Handlers within their installation when they are determined by postal management to be excess to the needs of a section is governed by Article 12.6C4 of the National Agreement. We say in most circumstances, because there are exceptions.

The most important exception arises from Article Section 12.4 of the National Agreement, which authorizes the parties – during local negotiations conducted periodically pursuant to Article 30, Sections 30.2P, and 30.2S of the National Agreement – to reach a Local Memorandum of Understanding to define the term “section.” As provided in Article Section 12.4, Definition of a Section, when the Postal Service and the Union adopt a definition of the term “section” for each installation, they must confine themselves to one or more of the following: (A) pay location; (B) by floor; (C) tour; (D) job within an area; (E) type of work; (F) by branches or stations; (G) the entire installation; (H) incoming; and/or (I) outgoing. Moreover, if no sections are established by local negotiations, then Article Section 12.6C4a makes clear that “the entire installation shall comprise the section.” In these circumstances – when the entire installation is defined as the section – then Mail Handlers may be moved by the Postal Service within the installation not by the procedures established by Article Section 12.6C4, but by the mechanisms of abolishment and subsequent posting and bidding or assignments under other provisions of Article 12.

Assuming that Article 12.6C4 applies, because a section is defined in the LMOU as something narrower than the entire installation, and because the Postal Service has decided that there are too many full-time employees assigned to that section, the parties have agreed to a particular process for reducing the number of Mail Handlers excess to that section. Under Subsections 12.6C4b, and 12.6C4d, the first step is for management to identify both the full-time duty assignments to be abolished and the junior full-time regular Mail Handlers to be reassigned. The employees to be reassigned must be the junior full-time regulars in the section at the salary level of the assignments to be abolished, and may or may not be holding the assignments that actually will be abolished.

Focusing first on the Mail Handlers to be reassigned outside of the section, under Article Section 12.6C4b, these junior employees will be reassigned outside the section, but within the installation and within the Mail Handler craft. (The National Agreement also refers to "occupational group," but that term has no application under the NPMHU National Agreement, but rather is a remnant from the years in which Mail Handlers shared a National Agreement with other craft unions.) These junior employees will become unassigned regulars, shall retain their seniority and their salary level, and may bid on any existing vacancies for which they are eligible to bid. As with other unassigned full-time regular employees, these junior employees are entitled to schedules with fixed non-scheduled days off unless or until they successfully bid for another assignment or are properly placed in a vacant duty assignment. If they do not bid, they may be assigned to any vacant duty assignment for which there was no senior bidder in the same craft and installation, as set forth in Article 12.3B11. Their personal preference is to be considered if more than one such assignment is available.

Reassigned full-time employees retain the right to retreat to the section from which they were withdrawn only upon the occurrence of the first residual vacancy in the salary level after employees remaining in the section have completed bidding. (Such bidding in the section is limited to employees in the same salary level as the vacancy.) Failure by the reassigned full-time employee to accept the first available vacancy will end his/her retreat right. The right to retreat to the section is optional with the employee who has retreat rights with respect to a vacancy in a lower salary level. Failure to exercise the option with regard to a vacancy in a lower salary level does not terminate the employee's retreat rights in the salary level from which the employee was reassigned away from the section, although a Level 5 Mail Handler who declines to retreat to a Level 4 vacancy will not be offered additional Level 4 vacancies, but only Level 5 positions. Thus, a Level 5 Mail Handler with retreat rights into the section does not forfeit those retreat rights if s/he fails to exercise such retreat rights with regard to a Level 4 Mail Handler position, but will be limited to future Level 5 positions.

The NPMHU and the Postal Service previously had a dispute at the National level over whether, as long as there are employees who were involuntarily excessed from a section and who still have retreat rights to vacancies in one or more salary levels, all subsequent newly created duty assignments in the same or lower salary level in the section should be posted only to the section or should be posted for bidding on an installation-wide basis. The NPMHU maintained that any newly created duty assignments must be posted for bid installation-wide, and that only residual vacancies occurring in the section or the re-establishment of the precise duty assignment previously abolished should be offered first in the closed selection process. Then residual vacancies resulting from the closed selection process are offered to the junior employees who previously were excessed out of that section. The Postal Service has now agreed with the NPMHU position as it relates to newly created positions, but perhaps not with regard to the reestablishment of a duty assignment.

Finally, it also is worth remembering that Article 17.3C of the National Agreement provides that, while designated as a steward or chief steward (but not an alternate steward), a Mail Handler cannot be involuntarily reassigned to another tour, station, or branch of the installation, if there is a duty assignment in his/her category (full or part-time) for which the steward is qualified to work.

Turning to the Mail Handlers who remain in the section from which employees will be excessed, the next step to implement Article 12.6C4 is found in Subsection 12.4C4d3, which requires management to implement an "expedited selection process." The senior employee whose duty assignment was abolished now has his/her choice of all duty assignments in the same level that are remaining in the section, starting with the next junior employee to him/her. This process continues, in seniority order, until all of the jobs are filled.

Put another way, and to paraphrase Subsection 12.6C4d3, the Mail Handler duty assignments that remain in the section will be offered, in seniority order, and in an expedited selection process, to the employee(s) remaining in the section beginning with the senior employee whose duty assignment was abolished. An employee declining to make a selection when canvassed shall be assigned to the duty assignment(s) remaining in the section after the expedited selection process has been completed. The

results of this expedited bidding process shall be effective at the beginning of the next pay period.

The provisions of Subsection 12.6C4d concerning the expedited selection process were first added to the National Agreement during 1993 negotiations. Their purpose was to protect the senior employee whose job may be abolished, while also expediting the selection process. If there is a need to abolish a full-time duty assignment in a section which would result in the excessing of the junior employee, there will be expedited bidding by the employees within the section, limited to the senior employee whose assignment was abolished and all employees junior to that employee. Those employees will select from among the duty assignments remaining in the section that are encumbered by employees junior to that senior employee whose duty assignment was abolished. It is important to remember that expedited bidding, pursuant to Article 12.6C4d, can only occur when abolishing and excessing have occurred in the affected section.



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260

OCT 1 1984

Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Dear Mr. Burrus:


On August 30 you met with Frank Dyer in prearbitration discussion of HLC-NA-C 81, Washington, D.C. The question in this grievance is whether the Postal Service may revert a vacant duty assignment once it has been posted for bid and no bids are received.

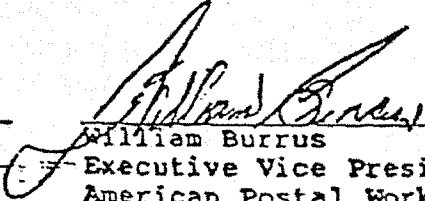
It was mutually agreed to full settlement as follows:

1. Normally, a duty assignment, once it has been posted for bid, will be filled consistent with 524.1 of the P-11 Handbook.
2. There may be, on occasion, exceptions wherein the Postal Service may leave vacant a duty assignment after it has been posted and no bids were received or there were no successful bidders. However, these exceptions must be operationally justified, and will be limited to changes such as those occurring through mechanization and technological changes, transportation changes, etc.

Please sign and return the enclosed copy of this letter acknowledging your agreement with this settlement, withdrawing HLC-NA-C 81 from the pending national arbitration listing.

Sincerely,


William E. Henry, Jr.
Director
Office of Grievance and
Arbitration
Labor Relations Department


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

10-2-84
Date

Enclosure