

Postal Worker West

ISSUED BY

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SPECIAL EXCESSING EDITION

ROBBING PETER TO PAY WHO?

The Postal Service is abolishing duty assignments all across the country and issuing excessing notices under the instructions of higher level management using "Dashboard Staffing."

The implementation of these applications are hitting at the same time nationwide, with repeated postings and re-postings, and 60 day notices of involuntary reassignments and notices to the unassigned.

These repeated changes to schedules and excessing, if you can believe the notices issued to employees, are based on:

- Declining mail, reduced work load
- Recent loss of mail

However, the Automated Impact Workhour Reports, required to be issued to the Union by the contract, reveal disparate reasons for management's actions such as:

- ◆ *Staffing and schedule review due to volume and workload reduction.*
- ◆ *Current workload reveals on rolls career complement exceeds the staff required for the workload.*
- ◆ *Automation LDC 11 has a reduction in total letter volume to base.*
- ◆ *Reduction in PO Box Distribution to SPLY year to date.*
- ◆ **With work hour reductions and excessing we achieve our work hour savings.**

Management claims that their mad dash to implement staffing changes and excessing is related to decline in mail and its relationship to a decline in revenue. The last bullet point above "*with work hour reductions and excessing we achieve our work hour savings*" seems to say it all. **Management claims they are saving work hours by excessing.** But do they truly save revenue when they eliminate duty assignments, make errors, post and re-post and then have to pay "Out of Schedule" premiums?

Does management truly save revenue when they have to pay "travel pay" for involuntary details? Do they save money by involuntarily reassigning workers from one installation to another installation, and then reassign from the gaining installation or repost at losing install-



The expression "Rob Peter To Pay Paul" is several centuries old and refers to the pointlessness of taking away from someone only to give it to another in the same boat (so to speak). Postal management makes it all relevant in today's staffing scheduler mess.

ation to cover remaining operations? Does management build revenue by cutting staff that adversely affects services turning away postal patrons? Or does USPS lose more business and revenue?

"Management has been unable to fully explain how they save money or 'achieve work hour savings' by robbing Peter to Pay Paul when in effect both are in the same situations," said Regional Coordinator Omar Gonzalez. "What they do is cause a deep sense of despair and turmoil on the work floor. This causes poor morale that potentially impacts productivity," said the Coordinator.

"Yes, legally management has the exclusive right to maintain the efficiency of the operations entrusted to it and to determine the methods, means, and personnel by which such operations are to be conducted. And contractually if management chooses to make operational changes based on the results of a study/report they are to notify the union and meet with the union to discuss the proposed changes and share supporting documentation," said Gonzalez.

There are concerns that the data relied upon to make operational changes are flawed. "But, how disrupting the work and home life of postal workers, supposedly save works hours by forcing employees to relocate or change schedules, by shifting the costs of one operation to another operation is just not clear to me," Gonzalez pondered. Meanwhile the Regional Union and Locals have to deal with enforcement of the principles of seniority and reassignments provided for in the contract and interpretation manual. A seemingly endless process

DON'T BLAME THE UNION, SUPPORT THE UNION-FIGHT BACK!



Management does not have sufficient withheld (reserved) residual vacancies in which to place involuntarily reassigned impacted employees.

Management is planning on “**detailing**” impacted workers for which they do not have assignments or as they call them “landing spots” to place excessed employees.

Than By Attrition.”

Regional Coordinator Omar Gonzalez will raise the issue of these so called “details” to the National Executive Board for a definitive position. Meanwhile Locals need to be diligent.

Local Unions, **BOTH** at the gaining installation and losing installation, **MUST** be proactive in monitoring and fighting these so called details.

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

Can management “detail” impacted employees? There a few references to “details” in regards to impacts:

Article 7.2.B applies to FT, PTR, PTF employees where there is “insufficient work” on a particular day to attain their respective work hour guarantee. [JCIM].

The JCIM is clear that inherent in Article 7.2.B is the assumption that the qualifying conditions are reasonably foreseeable or somehow unavoidable. While management retains the right to schedule tasks to suit its needs **on a given day, the right to do this may not be equated with the opportunity to, in essence, create “insufficient” work through intentionally inadequate staffing.**

Article 12.5.B5- affected regular workforce employees are entitled to an advance notice before making involuntary **details** or reassignments from one installation to another.

The other reference to “details” is for 180 day detail which begins to run with the involuntary reassignment of the first full-time employee to “centralized” installations. (Article 12.5.C.6 Clerk craft only-JCIM). The current reassignments is not centralization.

The reassignments are under Article 12.5.C.5 which is “*Reduction in the Number of Employees In An Installation Other*

ELM 434.61 requires 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 to be paid at the appropriate rate if the employee travels through towns, municipalities, cities or unincorporated areas between installation of the employee and the installation the employee is involuntarily being detailed to.

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

Temporary Schedule Change Form is for the employee’s convenience and this type of “detail” is NOT for the employee’s convenience. Signing such a form will cheat the employee out of being eligible for Out of Schedule Pay usually required by postal regulations.

Protocols for details have been developed in the Pacific Area but not the Western Area. In the Pacific Area volunteers are supposed to be solicited first then juniors will be detailed. The Coordinator has placed the Western Area’s lack of protocol on the agenda for discussion. [HQ Mgt claims there is a Step 4 on details but has not produced it.]

Locals need to monitor the details, file grievances as appropriate and ensure employees are properly paid.

THE UNION IS URGING A BOYCOTT OF THE SURVEYS!



NO TO EMPLOYEE JOB REVIEW QUESTIONNAIRE

Not All Impacts May Go Forward

Despite the issuance of numerous Notices of Withholding and Excessing since June 2017 for involuntary reassignments slated for February 3, 2018 the Western and Pacific Areas indicate that not all impacted employees may be moved in February. The next move date is in May 2018.

Both Areas have cancelled a few impacts but management has indicated there will be some involuntary movement in February. At press time not all Impact Sites going forward had been identified. “As soon as we get an official notice of what is going forward the Region will notify the Local Unions,” said Coordinator Omar Gonzalez.

Questions Arise After Management Issues 60 Day Excessing Notices

District Managers issued advance notices of involuntary reassignment for the February 2018 Area Move Date. The following questions were raised to the Regional Office by the Phoenix Metro Area Local. **Here is a synopsis of issues raised and responses from the Regional Coordinator:**

Q- [Our] first concern is that the letter states: “possible involuntary reassignment.” [Does possible] mean that an impact is necessarily going to happen? Additionally, there are many rumors floating around that this excessing event will be cancelled and revisited in May 2018, have you heard that?

A- During an Article 12 Area/Regional Meeting on the Las Vegas Impact Event the Area A/HR Mgr, responding to my request to meet on the Area Wide Appeal over not giving [the Region] 6 months advance notice, stated that event was changed to occur from Feb. 2017 to May 2018. She then hinted others may be changed as well

Q..We asked during one of our meetings..with USPS about the recent retirements since [the Region] was notified on October 12, how those retirements would impact the 31 employees identified. One manager stated that per [the District Hiring Mgr.] retirements don't necessarily impact the number of jobs being excessed since we will be filing reversion grievances and until such time [those] grievances are settled, the excessing event would be over. [Is that so?]

A- Attrition (deaths, separations, transfers, retirements, promotions etc.) begin to be counted as soon as Notice of excessing is received by the [Regional Union]. Attrition is bodies not assignments....The JCIM (pg. 98) is clear on what is to be counted, when it begins and how it is applied.

Q- We asked what process was to be applied to notify those employees who have the choice to voluntarily transfer in lieu of the impacted employees. They answered that several Town Hall Meeting were being scheduled for next week. Per the Area Labor Relations Manager [the District] had until December 8th to notify the others....[What are] your thoughts on this?

A- Every clerk was to be notified of their right to transfer via 21 day eReassign when the Area notified the Region of the excessing event. The JCIM is clear on [the notice requirement-page 118] but not on how. The Area states it's done in Stand Up talks and by issuance of written instructions on how to use eReassign. If I were a local president I would file a grievance for each clerk not informed of this right and one for each employee impacted by excessing since the intent of 21 day eReassign is to minimize impact.

Q- Under [Article] 12.5.B language obligating management to separate PSEs if doing so would yield sufficient hours for a regular duty assignment, how is it even possible for Mgt. to take the position they will not separate any PSEs? When do the hours that demonstrate a duty assignment have to be demonstrated in order to prevent the excessing?

*A- The Region can't explain the audacity of the Employer saying they won't comply with the clear language of the JCIM and their obligation under the CBA to minimize impact in relations to PSE hours that yield FTE (full time equivalents).... FIRST and foremost **PSEs ARE NOT THE ENEMY**. The language states “will” and “prior”. Prior to ANY excessing management has the OBLIGATION to ...” So before the actual excessing event (currently slated for February 3, 2018) that obligation MUST be complied with. Management has stated they will simply reduce the hours. However, their AIR (Automated Impact Report) on “planned” Non-OT monthly PSE Hours reveals possible FTEs. Whether or not such hours equate to FT assignments remains to be seen. A request for the actual work hours needs to be made locally, analyzed and calculated and a written challenge made to management if it determined that the formula for PSE hours yielding FTEs...has been met and APPLIED **PRIOR** to the Move date.*

Q- What happens if there are insufficient or zero residual duty assignments within 40/50 miles? [*see page 2 for more on “details”]

A- If there are insufficient or zero residual withheld duty assignments within 40/50 miles one of three (or a combination of all three for that matter) may occur. 1) the Move Date is changed from Feb 2018 to May 2018 to allow for sufficient withholding. 2) Management involuntarily reassigns up to the number of withheld jobs and “ details ” the remaining impacted clerks pursuant to Article 7 and Article 12. [Note: while Article 7 JCIM describes a detail within the Installation that is not the same kind of detail under Article 12. The National Union, to my recollection, has not taken a definitive position on whether management can detail excess employees in the manner in which they intend to do. I intend to place it on the NEB agenda]. 3) the Minimizing Excessing MOU could be implemented that allows the parties (at HQ) to meet and determine what steps may be taken.*

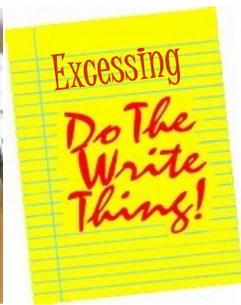
Q- Who does the written request to retreat to all available vacancies go to? Is there a standardized form? Is there a time limit?

A- There is no specific manager identified in the CBA/JCIM who is to be the recipient of the clerk's written request to retreat. Also there is no standard form. There are guidelines on Retreat Rights and on Automated Bidding Offices and there should be a process to accept Retreat Right Requests using eJob Bidding. [The Retreat Rights Request must be submitted before the employee is actually reassigned. Give the Local copies]

Q- When does our clock start in regards to filing grievances for excessing?

A- The clock starts for ANY grievances within 14 days of when the union first became aware of or reasonably should have become aware of the facts giving rise to the grievance.

The Oakland Local asked the following question: Q- Employees are being informed they can be separated if they fail to qualify on jobs they are awarded from preferencing. Is this true? A- Per Handbook M-5 Chap 4 an employee can be disqualified, reassigned or discharged as circumstances warrant. A discharge is subject to the just cause provisions of Article 16. Separations for disqualification applies to probationary employees under ELM 365. An effort should be made to place the employee in another assignment and if not grieved. And the Removal appealed.



The current union contract has 392 pages of provisions (language) divided into parts (articles) and sub parts (sections and subsections). There are 43 articles and numerous Memorandums of Understanding in the CBA.

Excessing is covered in 19 pages of Article 12 (Principals of Seniority and Reassignment) which are interpreted in 26 pages of the Joint Contract Interpretation Manual (JCIM) and also covered in the craft articles [37 for clerks, 38 for Maintenance and 39 for MVS].

When the Union files a grievance contending that the contract has been violated the Union MUST PROVE (by investigation, application and evidence) at least two things:

- 1) **the employee has a right or rights under a contract provision(s);**
- 2) **Management has violated that right by the action taken. There are only 14 calendar days in which to file a grievance and seek a remedy.**

HERE ARE SOME POSSIBLE EXCESSING VIOLATIONS:

- ◆ Improper application of seniority (including craft and/or occupational, seniority rosters etc.) and improperly skipping over a more junior employee.
- ◆ Improper withholding (reserving) of residual duty assignment (which remains after a vacancy bid posting). This could also include hiding residuals, improper posting/awarding eReassign assignments , failure to notify local of withholding, failing to apply specific craft criteria, improper reversion of withheld assignments.
- ◆ Failing to return employees on light/limited duty assignments from other crafts back to their former crafts BEFORE any involuntary reassignment occurs.
- ◆ Failing to minimize impact to regular career employees by improper utilization of PSE hours that yield sufficient hours that equate to FT assignments which includes the failure of management to meet their obligation to minimize impact when there are sufficient PSE hours that yield FTEs (full time equivalents) BEFORE ANY involuntary reassignment occurs.
- ◆ Failing to give Local information/documentation relevant to enforcement of any provisions of Article 12 including reports/studies used for operational changes. Or failing to meet with the Local Union on operational changes and allow for meaningful input.
- ◆ Failing to give ALL clerks notice of their right to transfer via 21 day eReassign upon receipt of the notice to the Regional Union of pending excessing from craft or installation. (This is to be done upon receipt of the notice so that employee who want to transfer can do so and reduce involuntary reassignment.)
- ◆ Failing to solicit Seniors to volunteer to be reassigned in lieu of junior impacted employees. Failing to reduce impact by not counting volunteers
- ◆ Failing to count and apply ALL attrition (separations, transfers, retirements, death, promotions to EAS etc.) beginning on the date the Regional Union is notified of anticipated excessing. [Attrition is to be applied in a manner that reduces the number of impacted employees]
- ◆ Targeting certified Shop Steward for involuntary reassignment in violation of Article 17. Skipping over junior 204bs (acting supervisors)
- ◆ Improper (untimely) mandatory 60 day employee general notice for involuntary reassignment out of installation and/or 30 days specific advance notice to include identification of placement selection and reporting time. Improper preferencing (selection of available residuals), improper awarding of preference selection (award is by seniority); improper/inadequate time for preferencing [a minimum of 10 days is to be given]. Improper Separation for Not Qualifying on a preferred duty assignment. (An effort should be made to place the affected employee and discharge must meet the criteria of "just cause.")
- ◆ Improper excessing outside the current 50 mile radius restriction. Improper "detailing" to assignments that are not withheld residuals.
- ◆ Improper application of the rights of Preference Eligible Vet or spouse of an eligible vet. (Such employees cannot be forced to waive their rights)
- ◆ Failure to give impacted employees info on Retreat Rights. Failure to apply retreat rights. Failure to accept request for Retreat Rights.

THERE MAY BE OTHER POTENTIAL GRIEVANCES

When Article 12 grievances are filed the burden of proof is on the union. All grievances must be investigated and fully developed. All facts and arguments must be presented with **substantiated** contentions that the action of management was either inappropriate or outside their rights. A prima facie case must be made that management violated the contract.

A management action allowed by the contract can only be challenged if it denies an employee a right. These are trying times and excessing is an emotional experience. The Union DOES NOT run the Postal Service nor cause excessing. The Union enforces the contract. **Don't blame the Union-Support Your Union, Fight Back !**

