

Contract Administration Unit

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Excessing

Last month's Contract Talk discussed the contractual provisions regarding career letter carriers who wish to voluntarily transfer from one installation to another. This month's column will explain the rules and regulations that apply when career employees are involuntarily reassigned outside of their employing office, under the excessing rules found in Article 12 of the National Agreement.

These provisions exist to protect letter carriers when the Postal Service determines the need to reduce the number of career employees within an office faster than the reduction can be accomplished through normal attrition. Attrition occurs when employees permanently leave the office through retirement, resignation, termination, death, and/or when an employee transfers to another office or craft.

Excessing in the letter carrier craft may occur when the Postal Service determines that there are more full-time employees than full-time assignments available in an office. This usually happens after an office goes through a route inspection and full-time assignments are eliminated because of the adjustments. These assignments include both full-time routes and carrier technician assignments.

Once management has established the need to excess a full-time letter carrier from an installation, Article 12 must be read and fully understood to determine that the appropriate rules are followed, depending on the specific circumstances. Management must determine the employee to be excessed, which in most circumstances is the most junior full-time regular letter carrier in the installation.

Letter carriers on light or limited duty are included when determining which employee will be excessed; however, they must meet the minimum qualifications of the position into which they are being excessed. National Arbitrator Stephen Goldberg, in case number Q01C-4Q-C1265307 (C-31339), determined that the minimum qualifications include the physical requirements of the position. This requirement prevents an injured letter carrier from being excessed into an assignment that exceeds his or her medical restrictions.

There are two exceptions to the requirement to excess the junior full-time letter carrier. The first occurs when the shop steward or chief steward is one of the letter carriers identified to be excessed. Letter carriers occupying these positions may be excessed only if there is no other full-time assignment within the installation. This exception is found in Article 17.3, which states in part:

While serving as a steward or chief steward, an employee may not be involuntarily transferred to another tour, to another 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.

A second exception occurs when a veteran's preference-eligible letter carrier occupying a carrier technician assignment is identified as the employee to be excessed. Pursuant to the Memorandum of Understanding (MOU) Re: Involuntary Reassignment – Preference Eligible, a preference-eligible carrier technician cannot be involuntarily reassigned into a residual Grade 1 vacancy. In this circumstance, the most junior non-preference eligible carrier technician would be excessed instead. A copy of this MOU is found on pages 195 and 196 of the 2019-2023 National Agreement.

Prior to being excessed, the full-time letter carrier being affected may choose to revert to part-time flexible (PTF) status and stay in his or her current installation. This right is found in Article 12.5.C.5.b(5), which states:

A full-time employee shall have the option of changing to part-time flexible in the same craft or occupational group in lieu of involuntary reassignment.

Also prior to management excessing a letter carrier outside of their installation, management must offer the work being performed by city carrier assistants (CCAs) to the affected employee. This provision is found in Appendix B, on page 135 of the 2019-2023 National Agreement:

In order to minimize the impact on employees in the regular work force, the Employer agrees to offer the impacted employee the opportunity to work any letter carrier duty assignments performed by CCA employees, or to separate, to the extent possible, CCA employees working in the city carrier craft and installation prior to excessing any regular city letter carrier out of the installation.

After management complies with the language in Appendix B and the affected letter carriers have elected not to revert to PTF, management must observe the following rules if there is still a need to excess a letter carrier.

First, management must seek to keep the inconvenience and dislocation to a minimum. The language establishing this requirement is found in Article 12.4.A, which states:

A primary principle in effecting reassignments will be that

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dislocation and inconvenience to employees in the regular work force shall be kept to a minimum, consistent with the needs of the service. Reassignments will be made in accordance with this Section and the provisions of Section 5 below.

Next, management must determine where to reassign the affected employee. To limit the impact on excessed letter carriers, the National Agreement establishes a pecking order for determining where to involuntarily reassign the employee.

To comply with this pecking order, management must first seek to excess a full-time letter carrier to a full-time vacancy in another craft within the employee's current installation. This requirement is found in Article 12.5.C.5.a(5), which states in pertinent part:

...Shall identify as excess the necessary number of junior full-time employees in the salary level, craft, and occupational group affected on an installation-wide basis within the installation; make reassignments of excess full-time employees who meet the minimum qualifications for vacant assignments in other crafts in the same installation; involuntarily reassign them...

If there are no vacancies in other crafts within the current installation, management may excess a letter carrier to another installation. When this happens, the employee is entitled to no less than 60 days' advance notice, when possible, if he or she qualifies for relocation benefits. If the employee does not qualify for relocation benefits, the notification period is 30 days. This obligation is found in Article 12.5.B.5, which states in pertinent part:

Full-time and part-time flexible employees involuntarily detailed or reassigned from one installation to another who qualify for relocation benefits shall be given not less than 60 days advance notice, if possible.

Full-time and part-time flexible employees involuntarily detailed or reassigned from one installation to another who do not qualify for relocation benefits shall be given not less than 30 days advance notice, if possible.

When excessing a letter carrier outside of the installation, management must first seek to reassign the employee to a full-time residual vacancy within the letter carrier craft under the provisions of Article 12.5.C.5.b(1), which states:

Involuntarily reassign such excess full-time employees starting with the junior with their seniority for duty assignments to vacancies in the same or lower level in the same craft or occupational group in installations within 100 miles of the losing installation, or in more distant in-

stallations if after consultation with the affected Union it is determined that it is necessary, the Postal Service will designate such installations for the reassignment of excess full-time employees.

As stated above, letter carriers may be excessed only within the letter carrier craft to offices within 100 miles. However, this distance may be expanded, if necessary, after consultation with the union at the national level.

The last option is to reassign the employee to a vacancy in another craft outside of the employee's current installation in accordance with Article 12.5.C.5.b(2), which states in pertinent part:

Involuntarily reassign full-time employees for whom consultation did not provide for placement under b(1) above in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level.

Letter carriers involuntarily reassigned to vacancies in other crafts, whether within or outside of their current installation, must be excessed to assignments at the same or lower level. Prior to the signing of the MOU Re: Pay Schedule Consolidation, found on pages 178 and 179 of the 2019-2023 National Agreement, Grade 1 letter carriers were equivalent to Level 6 employees in the other crafts, while Grade 2 carriers were equivalent to Level 7. In Case Number Q16N-4Q-C18427350 (C-34289), National Arbitrator Shyam Das determined that the new letter carrier pay schedule did not change the equivalent grades. Therefore, for the purposes of excessing, carrier technicians are equivalent to Level 7 in the other bargaining-unit crafts, while all other letter carrier assignments are equivalent to Level 6. Employees excessed to lower-level jobs will be provided saved grade in accordance with Section 512.53 of the *Employee and Labor Relations Manual (ELM)*.

The seniority of letter carriers excessed to another craft is either one day junior to the seniority of the next junior full-time employee in the same level and craft or the seniority they had prior to being excessed, whichever is lesser. Letter carriers excessed to other installations within the carrier craft retain their seniority from their prior installation.

Letter carriers excessed to another installation within the letter carrier craft are excessed regardless of the level of the vacancy in the new installation. As explained earlier, the letter carrier with the least seniority is excessed. This means if a letter carrier occupying a carrier technician assignment has the least seniority in the office, he or she would be excessed even if the residual vacancy in the new installation is not a carrier technician assignment. The MOU Re: Involuntary Re-

assignment Without Regard to Level, found on pages 194 and 195 of the 2019-2023 National Agreement, explains these rules. As described earlier, these rules do not apply when the carrier technician is a veteran's preference-eligible employee.

Letter carriers excessed to other installations under these provisions are entitled to be compensated for the expenses necessary to relocate in accordance with Article 12.5.B.5, which states in pertinent part:

They shall receive moving, mileage, per diem and reimbursement for movement of household goods, as appropriate, if legally payable, as governed by the standardized Government travel regulations as set forth in the applicable Handbook.

The current regulations are found in *Handbooks F-15-C, Relocation Policy-Bargaining Employees* and *F-15, Travel and Relocation*. These handbooks are available on the NALC website at nalc.org/workplace-issues/resources/usps-handbooks-and-manuals.

In situations involving a letter carrier being excessed outside of the installation, a letter carrier with more seniority may voluntarily choose to take the place of the employee being excessed. However, he or she may not replace letter carriers being excessed to another craft within the installation. This provision is found in Article 12.5.C.5.b(3), which states in pertinent part:

Any senior employee in the same craft or occupational group in the same installation may elect to be reassigned to the gaining installation and take the seniority of the senior full-time employee subject to involuntary reassignment.

Letter carriers excessed to another craft within their current installation are required to return to the letter carrier craft when an opportunity becomes available. These employees do not have the option of remaining in the new craft. This is governed by Article 12.5.C.5.a(5):

The employee shall be returned at the first opportunity to the craft from which reassigned.

Upon their return to the carrier craft, their seniority date is established as though the employee was never excessed, pursuant to Article 12.5.C.5.a(6):

When returned, the employee retains seniority previously attained in the craft augmented by intervening employment in the other craft.

Letter carriers excessed to other installations, whether to the letter carrier craft or to another craft, have the right to return to their prior installation when a residual

vacancy becomes available. These rights, called retreat rights, are established in Article 12.5.C.5.b(6):

Employees involuntarily reassigned under b(1) and (2) above, other than senior employees who elect to be reassigned in place of junior employees, shall be entitled at the time of such reassignment to file a written request to be returned to the first vacancy in the level, in the craft or occupational group in the installation from which reassigned, and such request shall be honored so long as the employee does not withdraw it or decline to accept an opportunity to return in accordance with such request.

While this language references the first vacancy in the original installation, National Arbitrator Das, in case Q06N-4Q-C11111196 (C-32099), determined that a residual vacancy is the only vacancy "to which a carrier involuntarily reassigned to another location could be returned consistent with other provisions of the National Agreement."

Retreat rights are offered only to the first residual vacancy. If an employee turns down the first vacancy, the retreat rights are terminated and will not be offered again. The only exception to this rule is in the case of a carrier technician excessed outside of the installation. If the first vacancy in the original installation is a Grade 1 assignment, the former carrier technician may turn down the opportunity to retreat and still have the right to retreat to the next residual carrier technician assignment. This is fully explained in the MOU Re: Involuntary Reassignment Without Regard to Level.

Letter carriers with retreat rights in an office that has been part of the Delivery Unit Optimization (DUO) process have these rights carried forward to the new installation. In the event that the assignments are returned to the original installation, the retreat rights would be restored to that installation. The rules governing the DUO process and retreat rights are outlined in the MOU Re: Delivery Unit Optimization – Retreat Rights, found on page 12-25 of the 2014 *Joint Contract Administration Manual*.

Senior letter carriers who elect to be reassigned pursuant to Article 12.5.C.5.b(3) do not have retreat rights; therefore, they must remain in their new craft and/or installation unless they voluntarily reassign.

The provisions of Article 12 and the rules that govern excessing can be complicated. Letter carriers with questions about the excessing process should contact their shop steward or national business agent's (NBA) office. Contact information for the NBA who covers your region is available at nalc.org/union-administration/nalc-regions, or on page 2 of this magazine.