



American Postal Workers Union, AFL-CIO

Appeal to Arbitration, National Dispute

April 1, 2005

Mr. Anthony J. Vegliante
Vice President, Labor Relations
U.S. Postal Service, Room 9100
475 L'Enfant Plaza
Washington, D.C. 20260

National Executive Board
William Burrus
President

Cliff "C.J." Guffey
Executive Vice President

Terry R. Stapleton
Secretary-Treasurer

Greg Bell
Industrial Relations Director

James "Jim" McCarthy
Director, Clerk Division

Steven G. "Steve" Raymer
Director, Maintenance Division

Robert C. "Bob" Pritchard
Director, MVS Division

Re: Custodians Voluntary Attrition; USPS Dispute No. Q00T4QC03102636, APWU No. HQT200310, Cert No. 70042510000104393054

Dear Mr. Vegliante:

Please be advised that pursuant to Article 15, Sections 2 and 4, of the Collective Bargaining Agreement, the APWU is appealing the above referenced dispute to arbitration.

Regional Coordinators

Sharyn M. Stone
Central Region

Jim Burke
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Frankie L. Sanders
Southern Region

Omar M. Gonzalez
Western Region

Sincerely,

Greg Bell
Greg Bell, Director
Industrial Relations

GB/SGR/syi/opeciu#2/afl-cio

USPS #: Q00T4QC03102636
APWU #: HQT200310

Case Officer: Steve Raymer
Step 4 Appeal Date: 3/26/2003
Contract Article(s): ;

cc: Resident Officers
Industrial Relations

File

LABOR RELATIONS



November 3, 2003

Mr. Greg Bell
Director, Industrial Relations
American Postal Workers Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

Certified Mail Number
7099 3400 0009 5116 0051

Re: Q00T-4Q-C 03102636
Class Action, Washington DC 20260-4100

Dear Mr. Bell:

On March 26, 2003, the Postal Service initiated a dispute concerning whether a custodial vacancy resulting from an employee's voluntary transfer is "a vacancy as a result of an employee's voluntary attrition," as referenced in the Memorandum of Understanding (MOU) for Subcontracting Cleaning Services.

On June 24, 2003, I discussed the issue in dispute with Steve Raymer, Director, Maintenance Division. However, we were unable to reach agreement. The parties agreed that the Article 15.4.D issue statements would be submitted by October 31, 2003. The following is the Postal Service's understanding of the issues involved and the facts giving rise to such issues.

The facts giving rise to this dispute are:

Two custodians requested and received voluntary transfers to other facilities. The resulting vacancies were considered as being a result of an employee's voluntary attrition and handled in accordance with the MOU on Subcontracting cleaning services. The APWU filed a grievance and argued that a voluntary transfer is not an employee's voluntary attrition within the meaning of the MOU

The Postal Service's position is that when an employee's request to transfer is approved, the resulting vacancy is as a result of an employee's voluntary attrition. The Postal Service and the American Postal Workers Union stated in the January 12, 1999 Article 38 Questions and Answers that "voluntary attrition" is when an "employee bids out, is promoted, quits, retires, or dies." It is the Postal Service's position that a voluntary transfer is tantamount to an employee bidding out, being promoted, or quitting. Just as with bidding, promotions or quitting, a vacancy resulting from a transfer is due to an employee's request or decision to leave their current position. For example, Article 38.5.B.3 refers to lateral transfers, and states that, "transfer in the same level, but to a different occupational group shall be determined in the same manner as promotions."

Furthermore, past practice, negotiation history, case law, handbooks and manuals and a reading of the contract as a whole support management's position in this case.

Sincerely,


Sandra J. Savoie
Labor Relations Specialist



475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100
WWW.USPS.COM



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Article 15 - 15 Day Statement of Issues and Facts

October 31, 2003

Steven G. Raymer
Director
Maintenance Division
(202) 842-4213 Office
(202) 289-3746 Fax

Mr. Anthony J. Vegliante
Vice President, Labor Relations
U.S. Postal Service, Room 9100
475 L'Enfant Plaza
Washington, D.C. 20260

Re: APWU No. HQTT200310, USPS No. Q00T4QC03102636,
Cert. No. 70993400001185279700

National Executive Board

William Burrus
President

Cliff "C J" Gutley
Executive Vice President

Robert L. Tunstall
Secretary-Treasurer

Greg Bell
Industrial Relations Director

James "Jim" McCarthy
Director, Clerk Division

Steven G. "Steve" Raymer
Director, Maintenance Division

Robert C. "Bob" Pritchard
Director, MVS Division

Regional Coordinators

Sharyn M. Stone
Central Region

Jim Burke
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Terry R. Stapleton
Southern Region

Omar G. Gonzalez
Western Region

Dear Mr. Vegliante:

The meeting on the above referenced dispute was held between the parties on in accordance with Article 15 of the Collective Bargaining Agreement.

Article 15, Section 2 (Step 4) provides that if the parties have not reached agreement within fifteen days of their meeting that each party shall provide the other with a statement in writing of its understanding of the issues involved, and the facts giving rise to the dispute.

The following is the APWU's statement of issues and facts concerning this dispute.

The issue in this dispute is whether the voluntary transfer of a custodial employee from one installation to another is defined as being "voluntary attrition" under the Memorandum of Understanding on Subcontracting of Cleaning Services.

The parties agreed to extend the time limit for filing of the 15 day response until October 31, 2003.

It is the position of the APWU that 'transfer' is not one of the specified items that were specifically negotiated by the parties when the January 12, 1999 Article 38 Questions and Answers were completed. The specific Q&A at issue is under the section CUSTODIAL and states: *What is the definition of "voluntary attrition"?* Answer: *If the employee bids out, is promoted, quits, retires or dies.*

If the parties had intended other actions, such as an employee's transfer from one installation to another, that could have been easily accomplished.


Mr. Anthony Vegliante
October 31, 2003
Page 2

The Postal Service' reliance on Article 38.5.B.3 to support their position is misplaced as the provision that is referenced is an action within a specific installation and involves a promotion. Promotion is listed in the definition of voluntary attrition but a transfer between installations is not.

The specific question and equally specific answer does include any language that leaves the definition open ended or ambiguous. Employees who leave their duty assignments for reasons not specified in the definition are not considered voluntary attrition and the Postal Service cannot then invoke the MOU on cleaning services to contract out the bargaining unit's work.

Please contact me if you wish to discuss this matter.

Sincerely,


Steve Raymer
Case Officer

SGR/syi/opeiu#2/afl-cio

APWU #: HQT200310
USPS #: Q00T4QC03102636

Dispute Date:
Contract Articles: ;

cc: Industrial Relations



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Acknowledge National Dispute

Greg Bell
Industrial Relations Director
1300 L Street, NW
Washington, DC 20005
(202) 842-4273 (Office)
(202) 371-0992 (Fax)

April 8, 2003

Mr. Anthony J. Vegliante
Vice President, Labor Relations
U.S. Postal Service, Room 9100
475 L'Enfant Plaza
Washington, D.C. 20260

Re: USPS No. Q00T4QC03102636, APWU No. HQTT200310
Cert. No.70022410000224006189

National Executive Board

William Burrus
President

Cliff "C J" Guffey
Executive Vice President

Robert L. Tunstall
Secretary-Treasurer

Greg Bell
Industrial Relations Director

James "Jim" McCarthy
Director, Clerk Division

Steven G. "Steve" Raymer
Director, Maintenance Division

Robert C. "Bob" Pritchard
Director, MVS Division

Regional Coordinators

Sharyn M. Stone
Central Region

Jim Burke
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Terry R. Stapleton
Southern Region

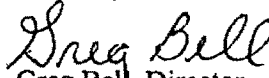
Omar G. Gonzalez
Western Region

Dear Mr. Vegliante:

This is to acknowledge receipt of the dispute filed by the Postal Service in accordance with the provisions of Article 15, Section 2 and 4, of the Collective Bargaining Agreement. The APWU case number for this dispute is referenced above.

Please contact Steve Raymer, case officer, to discuss this dispute at a mutually scheduled time.

Sincerely,


Greg Bell, Director
Industrial Relations

APWU #: HQTT200310
USPS#: Q00T4QC03102636

Dispute Received Date:3/26/2003
Case Officer: Steve Raymer
Contract Article(s) ;

cc: Resident Officers
File



March 26, 2003

Mr. William Burrus
President
American Postal Workers Union,
AFL-CIO
1300 L Street, NW
Washington, DC 20005-4128

Certified Mail Number
7099 3400 0009 0831 6791

Re: Q00T-4Q-C 03102636
Class Action
Washington, DC 20260-4100

Dear Bill:

On March 14 cases E98T-4E-C 99224762 and E98T-4E-C 99267859 were submitted for interpretive review, in accordance with Article 15 of the National Agreement. The issue concerns whether a custodial vacancy resulting from an employee's voluntary transfer is "a vacancy as a result of an employee's voluntary attrition," as referenced in the Memorandum of Understanding (MOU) for Subcontracting Cleaning Services. In accordance with the provisions of Article 15, the Postal Service is initiating a dispute at Step 4 of the grievance procedure on the following interpretive issue.

The issues and facts giving rise to this dispute are:

Two custodians requested and received voluntary transfers to other facilities. The resulting vacancies were considered as being a result of an employee's voluntary attrition and handled in accordance with the MOU on Subcontracting Cleaning Services. The APWU filed a grievance and argued that a voluntary transfer is not an employee's voluntary attrition within the meaning of the MOU.


The Postal Service's position is that when an employee's request to transfer is approved, the resulting vacancy is as a result of an employee's voluntary attrition. The Postal Service and the American Postal Workers Union stated in the January 12, 1999 Article 38 Questions and Answers that "*voluntary attrition*" is when an "*employee bids out, is promoted, quits, retires, or dies.*" It is the Postal Service's position that a voluntary transfer is tantamount to an employee bidding out, being promoted, or quitting. Just as with bidding, promotions or quitting, a vacancy resulting from a transfer is due to an employee's request or decision to leave their current position. For example, Article 38.5.B.3 refers to lateral transfers, and states that, "*transfer in the same level, but to a different occupational group shall be determined in the same manner as promotions.*"

In accordance with Article 15, Section 2, of the National Agreement, "[T]he parties shall meet at the National level promptly, but in no event later than thirty (30) days after initiating such dispute in an effort to define the precise issues involved, develop all necessary facts and reach agreement." The U.S. Postal Service is prepared to meet as required.

Grievances E98T-4E-C 99224762 and E98T-4E-C 99267859, and other cases with similar issues should be held at their current step pending the outcome of this national dispute.

Please contact Sandy Savoie of my staff to schedule a Step 4 meeting. Ms. Savoie can be reached at (202) 268-3823.

Sincerely,

A handwritten signature in black ink, appearing to read "Doug A. Tulino". The signature is fluid and cursive, with a large initial "D" and "T".

Doug A. Tulino
Manager
Labor Relations Policies and Programs

COLLECTIVE BARGAINING AGREEMENT

Between
**American
Postal Workers
Union, AFL-CIO**

And
U.S. Postal Service

**November 21, 2000
November 20, 2006**



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

MAINTENANCE CRAFT

Re: Subcontracting Cleaning Services

The parties agree that the following language will be incorporated into paragraph 535.261 of the Administrative Support Manual.

.26 Cleaning Services

.261 Authorization

- a. In a new facility or when a vacancy as a result of an employee's voluntary attrition is identified in an independent installation or in a station and/or branch of an independent installation, the following sequential steps will be taken to determine whether or not a contract cleaning service may be utilized:
 - (1) Measure the square footage of the interior area, using procedures identified in handbook MS-47, Housekeeping-Postal Facilities. Then divide that measurement by 18,000 and round off the resulting number to four (4) decimal places;
 - (2) Measure the squarefootage of the exterior paved and unpaved area, to be serviced using the procedures identified in the MS-47 handbook. Then divide that measurement by 500,000 and round off the resulting number to four (4) decimal places;

- (3) Add the numbers obtained in steps 1 and 2 together. If the resulting number is less than ONE (1), a contract cleaning service may be used to perform the required work.

- b. If the determination is made to utilize a contract cleaning service, the local APWU President will be provided a copy of the above computations.

- c. The formula applies to replacement facilities or existing facilities with extensions or modifications.

- d. Post Offices, or stations/branches which contract cleaning services under previous criteria may continue to do so.

* * *

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

Re: Highway Contracts

In furtherance of ongoing application of Article 32, Section 3 of the National Agreement the parties agree to the following principles:

Article 38 Questions and Answers

Below are Joint Questions and Answers to issues raised during the 1998 negotiation of Article 38 between the United States Postal Service and the American Postal Workers Union, AFL-CIO.

The parties agree that the Joint Questions and Answers constitute the agreement of the parties as to the interpretation and application of the listed specific issues.

MSS/PROMOTIONS

1. If an employee does not complete the necessary forms for the review panel process, can the employee be disqualified and considered as a non-applicant?

Answer: Yes. The employee has the obligation to totally complete all required forms by the deadline date. An employee who, because of unavoidable circumstances, did not submit the necessary forms may be considered for reinstatement.

2. If an employee checks the block in the Candidate Supplemental Application signifying no experience in a Knowledge, Skill, or Ability, what happens?

Answer: The employee is not interviewed on this Knowledge, Skill, or Ability, and receives the lowest possible review panel rating on this Knowledge, Skill, or Ability.

3. Is the mere reading of a magazine or general article sufficient for an employee to request an update?

Answer: No.

4. If an employee receives a promotion based on successful completion of training and fails that training, what happens to that employee's standing on the Promotion Eligibility Register?

Answer: The employee is declared as inactive on the Promotion Eligibility Register and the Promotion Eligibility Register shall be annotated with an asterisk indicating the employee's requirement to update. The employee may request an update based on additional training, education, or experience in the deficient Knowledge, Skill, or Abilities. When the update score is received, the employee's name will be activated, the asterisk removed and the employee ranked accordingly.

5. An employee receives a promotion based on successful completion of training and then, for various reasons, refuses to attend this training. Is this employee still promoted to the position after 365 days?

Answer: On a case by case basis, management must determine if the explanation given for the refusal is valid. If it is determined to not be valid, the employee will be declared an unassigned regular in his/her original occupational code and level and the position reposted. The employee will be bypassed on the Promotion Eligibility Register for this posting.

If the explanation is valid and, on a one-time basis not to exceed another 365 days, the time limit may be extended until the receipt of training results from the National Center for Employee Development for the next scheduled course.

Article 38 Questions and Answers

6. Can Industrial Electrical Service be used as a qualifying course for the Maintenance Mechanic, PS-5 position?

Answer: Yes. However, the Maintenance Mechanic, PS-5 will not be held responsible for passing the module concerned with finding selected sections of the National Electric Code.

7. I have an employee who is in a "promotion pending successful completion of training" status. The Notice of Intent listed a specific course that this employee must attend. Do I have to post this billet for volunteers?

Answer: Yes. The billet is posted for volunteers where the need exists; however, an employee in a "promotion pending successful completion of training" may be selected.

TRAINING

1. An employee has successfully completed equipment training in the past but none of that equipment is now in the office. Is the employee required to attend and successfully complete training on the new equipment?

Answer: Yes.

2. May an employee selected from an in-service register be placed into that position prior to the date (Form 50) of the new assignment?

Answer: Yes. An employee may be detailed to the position for training purposes for up to a two (2) week period ending with the reassignment.

DUTIES AND RESPONSIBILITIES

1. Can a Maintenance Mechanic, Mail Processing Equipment perform scanner alignments on mail processing equipment?

Answer: Yes. A Maintenance Mechanic, Mail Processing Equipment may perform alignments which are electro-mechanical or menu driven.

Article 38 Questions and Answers

2. Can a Maintenance Mechanic, Mail Processing Equipment perform operational maintenance on equipment?

Answer: Yes. The position description item 2 states "Observes the various components of the system in operation and applies appropriate testing methods and procedures to insure continued proper functioning".

3. Can a PS-2 Custodian use a domestic type (canister, tank, upright, carpet, etc.) vacuum cleaner to perform interior cleaning?

Answer: Yes

4. Can a Maintenance Mechanic, PS-5 reset and restart the Tray Management System?

Answer: Yes

5. Can a Maintenance Mechanic, Mail Processing Equipment do simple replacement of a defective printed circuit board?

Answer: Yes, as long as the board is external to the computer.

CUSTODIAL

1. What is the definition of "voluntary attrition"?

Answer: If the employee bids out, is promoted, quits, retires, or dies.

GENERAL

1. If there is more than one residual duty assignment being filled by promotion, assignment, reassignment, hire, or, transfer at the same time, how are the duty assignments awarded?

Answer: Employees make selections based upon their Installation Seniority. In the case of multiple employees with the same Installation Seniority, selections will be made based upon the other "tie-breakers" identified in Article 38.3.J.1-7.

2. Must an employee new to the craft or installation be assigned to a Preferred Duty Assignment?

Answer: Yes. Within 60 days the employee shall be selected from the Preferred Assignment Register to a Preferred Duty Assignment or be assigned in accordance with Article 38.5.A.8.

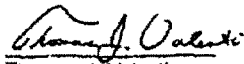
Article 38 Questions and Answers

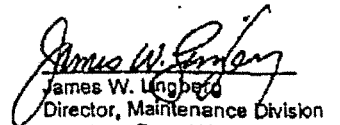
3. Where are Preferred Assignment Registers and Promotion Eligibility Registers established and posted?

Answer: If two or more maintenance occupational groups exist in an installation or in an installation where an employee is domiciled, a Promotion Eligibility Register for those occupational groups offering promotional opportunity must be established. If two or more employees hold duty assignments within the same occupational group, a Preferred Assignment Register must be established. These registers will be posted in the installation and will be used to fill vacant positions

4. What is the procedure for stopping the maintenance bidding process prior to the breaks identified in Article 38

Answer: Prior to posting the Notice of Intent, management must determine if there are duty assignments that will be reverted or changed if they are vacated during the bidding process. These duty assignments must then be listed on the Notice of Intent.


Thomas J. Valenti
Labor Relations Specialist
Contract Administration
APWU/NPMHU


James W. Lingard
Director, Maintenance Division
American Postal Workers Union
AFL-CIO

January 12, 1999