American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Mike Morris, Director
Industrial Relations
1300 L Street, NW
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Coordinator, Central Region

Mike Gallagher
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John H. Dirzius
Coordinator, Northeast Region

Princella Vogel
Coordinator, Southern Region

Omar M. Gonzalez
Coordinator, Western Region

Appeal to Arbitration, National Dispute

May 17, 2012

Sent Via Facsimile and First Class Mail

Mr. Doug Tulino
Vice President, Labor Relations
U.S. Postal Service, Room 9014
475 L'Enfant Plaza
Washington, D.C. 20260

Re: USPS Dispute No. Q11T4QC12062493, APWU No. HQTT20110668

Dear Mr. Tulino:

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.

Sincerely,

Mike Morris, Director
Industrial Relations

MM/GK/syi/opeiu#2/afl-cio

USPS #: Q11T4QC12062493
APWU #: HQTT20110668

Case Officer: Gary Kloepfer
Step 4 Appeal Date: 11/29/2011
Contract Article(s): 1, Supv. Performing BU Work; 19, Software Modification Order (SMO); 32, Subcontracting Maintenance work;

cc: Resident Officers
Industrial Relations
File

LABOR RELATIONS

UNITED STATES POSTAL SERVICE

May 11, 2012

Mr. Gary Kloepfer
Assistant Director A
Maintenance Division
American Postal Workers Union,
AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

Certified Mail Tracking Number:
7002 0860 0006 9347 3519

Fax: 202-289-3746

RE: Q11T-4Q-C 12062493
HQTT20110668 Class Action
Washington, DC 20260-4100

Dear Gary:

In accordance with Article 15.2 (Step 4) (a), the United States Postal Service (USPS) is providing you with its understanding of the issue involved in the above referenced dispute. Time-limits at this level were extended by mutual consent, as related to the exchange of position statements ("15-day letters"), with the understanding that the Postal Service's position statement would be mailed no later than May 11, 2012.

Issue Presented:

The issue involved as provided by the American Postal Workers Union (APWU) in its dispute dated December 20, 2011, is "Whether the Postal Service violated, but not limited to, Article 1 and 32 of the Collective Bargaining Agreement, when it assigned non-bargaining unit workers to perform bargaining unit work, installation of software for Postal Equipment, LCREM 1.21 and EMPC 1.2.1?"

Background Information:

On November 10, 2011, the Postal Service gave general interest notice to the APWU regarding a Software Modification Order (SMO), SMO-031-11, Low Cost Reject Encoding Machine (LCREM) Sort Computer (SC) Software Version 1.21 and Encode and Print Module Computer (EPMC) Software Version 1.2.1 Release.

According to the SMO, LCREM SC version 1.21 and LCREM EMPC version 1.2.1 are updates software to be automatically downloaded from the National Directory Support System (NDSS).

APWU Position

It is the Union's position that the Postal Service violated Articles 1 and 32 Section 1 when it unilaterally issued draft SMO-031-11, LCREM Sort Computer (SC) Software Version 1.21 and EPMC Software Version 1.2.1. The Union claims that according to the Postal Service it used non-bargaining unit employees to remotely install operating software for the above referenced postal equipment. The Union's position is that Electronic Technicians independently perform the full range of diagnostic, preventative maintenance, alignment, calibration and overhaul tasks on both hardware and building equipment and systems, applying advanced technical knowledge to solve complex problems. The Union claims that this is to include software modification orders.

USPS Position

It is the Postal Service's position that there was no violation of the terms and conditions of the collective bargaining agreement. Further, it is the Postal Service's position that while the Union has alleged violations of the National Agreement, the Union has failed to identify a specific national interpretive dispute as required by Article 15.2 (Step 4).

The Union claims that the Postal Service violated Article 32 by using non-bargaining unit employees to remotely install software for the update. The Union's argument that the Postal Service violated Article 32 is misplaced. Nowhere in SMO-031-11 does it refer to any subcontracting of bargaining unit work. The Union also claims that this work has historically been done by bargaining unit employees, but failed to provide any evidence to support this claim. Any work performed by Executive Administrative Schedule (EAS) employees or contractors in the development or distribution of this software happened well upstream of actual mail processing equipment and was not considered bargaining unit work. There was no EAS employee or contractor work involved with the installation of the software upgrade on the actual LCREM machine or on the site computer systems. The required upgrade software was loaded on computers at USPS Engineering and distributed automatically during normal software and directory downloads to site National Directory Support System (NDSS) computers. The site NDSS computers then automatically downloaded the update to the LCREM computers which, in turn, automatically installed the update. Hands-on support was not required for the installation of this software on mail processing equipment therefore the work was not subcontracted.

The Union further claimed that Article 1 was violated; however, the Union failed to provide any evidence to support this position. The Software Modification Order involved, SMO-031-11 specifically states in the sixth paragraph on page one, for both the LCREM SC and the LCREM EMPC, "...software in this release will automatically download and install onto the LCREM units from the NDSS." In the same paragraph the SMO clarifies, "No user interaction will be required for installation." No EAS employee or contractor performed bargaining unit work in fulfilling this SMO. For these reasons, the Union's argument that the Postal Service violated Article 1 is also misplaced.

It is the Postal Service's position that the Union has failed to show a violation of the relevant contractual provision of either Article 1 or Article 32. The Union has not provided any documentation that would indicate a significant impact to bargaining unit work other than its allegations. Accordingly, Article 32.1.B is inapplicable to the instant matter, as there is no significant impact on bargaining unit work.

There is no provision in the National Agreement supporting the APWU's position in this dispute. As such, citing the contractual provisions and arguments above, the Union has not shown any violations of the Agreement.

Past practice, negotiations history, case law, handbooks and manuals, and reading of the National Agreement, and arbitral authority support management's interpretation.

Sincerely,

Matthew Berrang
Labor Relations Specialist
Contract Administration (APWU)

Gary Kloepfer

From:	Gary Kloepfer
Sent:	Wednesday, May 09, 2012 5:56 AM
To:	Berrang, Matthew R - Washington, DC
Cc:	Adona, Jacqueline D - Washington, DC; LeFevre, Terry C - Merrifield, VA
Subject:	RE: Possible EWP case
Attachments:	HQTT20110290.pdf; HQTT20110668 NAT'L DISPUTE.pdf

Matt, is the EWP dispute document you requested: GATS: 11241754 - APWU: HQTT20110290.

ALSO PLEASE NOTE, CASE Q11T-4Q-C-120262493 – APWU NUMBER: HQTT20110668 WAS INADVERTENTLY WITHDRAWN AS PART OF THE EWP SETTLEMENT. AS YOU CAN SEE FROM THE ATTACHED, THE ISSUE IN THIS CASE IN NOT EWP, RATHER IT IS REMOTE INSTALLATION OF SOFTWARE. THIS IS ONE OF THE CASES THAT WE RECENTLY DISCUSSED AND AGREED POSITION STATEMENTS WOULD BE SUBMITTED MAY 11, 2012. BASED ON THIS INFORMATION THE UNION WILL CHANGE ITS RECORDS TO SHOW THIS CASE IS OPEN. IN SUPPORT OF THIS POSITION I SUBMIT THE FOLLOWING EMAIL EXCHANGE REGARDING THIS CASE

Matt, regarding case 11102616, the Union requested the type of employee, e.g. EAS, contractor, that performed all software installation tasks, not just the person's work location. In this regard, the Union renews its request for the classification of employee that worked in engineering that performed the software installation by title as well as a copy of that person's position description. Thanks.

From: Berrang, Matthew R - Washington, DC [mailto:Matthew.R.Berrang@usps.gov]
Sent: Tuesday, May 01, 2012 10:11 AM
To: Gary Kloepfer
Cc: LeFevre, Terry C - Merrifield, VA
Subject: Responses for questions

Gary,

In response to your questions posed, below are the answers for the two grievances you posed.

1)IT/LAN wiring - case 11102616. You asked who is responsible for maintaining the wiring now that it is installed and who maintains the equipment now that it is installed.

Please note that this equipment is Postal owned and the LAN equipment is maintained by telecomm services remotely. If a LAN device needs to be replaced, there is an agreement with maintenance to provide hands on support. The Postal Service is responsible for maintaining the wiring after the warranty expires. Normally local maintenance is requested to perform any support.

2)LCREM - case 120262493. You asked how the software is updated remotely and what interaction there is at the individual LCREM units once the software is updated.

Please note that the LCREM software is automatically downloaded and installed on the units from the NDSS. The initialization at NDSS is completed by engineering. After the work at NDSS, there is no human interaction; each LCREM unit is updated automatically.

Please advise if these answer your questions. If they do not, please clarify your questions.

Thank you,

Matthew Berrang

Labor Relations Specialist
United States Postal Service
Matthew.R.Berrang@usps.gov
Office(202)268-6777
Cell (202)262-9519

Please contact me should you have any questions regarding this issue.

From: Berrang, Matthew R - Washington, DC [mailto:Matthew.R.Berrang@usps.gov]
Sent: Monday, May 07, 2012 10:30 AM
To: Gary Kloepfer
Cc: Adona, Jacqueline D - Washington, DC; LeFevre, Terry C - Merrifield, VA
Subject: RE: Possible EWP case

Okay thank you Gary.

Matthew Berrang

Labor Relations
United States Postal Service
Matthew.R.Berrang@usps.gov
(202)268-6777

From: Gary Kloepfer [mailto:gkloepfer@apwu.org]
Sent: Monday, May 07, 2012 10:26 AM
To: Berrang, Matthew R - Washington, DC
Cc: Adona, Jacqueline D - Washington, DC; LeFevre, Terry C - Merrifield, VA
Subject: RE: Possible EWP case

Matt, I reviewed the APWU's records and we are in agreement. This case will be withdrawn based on the recent settlement between the parties.

From: Berrang, Matthew R - Washington, DC [mailto:Matthew.R.Berrang@usps.gov]
Sent: Friday, May 04, 2012 11:01 AM

To: Gary Kloepfer
Cc: Adona, Jacqueline D - Washington, DC; LeFevre, Terry C - Merrifield, VA
Subject: Possible EWP case
Importance: High

Gary,

Per our phone conversation, there is one case we have on the log as a possible EWP related case, but we do not have a hard copy.

The numbers are: GATS: 11241754
APWU: HQTT20110290.

Please let us know if you can locate this case and if it is related to the EWP issue.

Thank you,

Matthew Berrang

Labor Relations Specialist
United States Postal Service
Matthew.R.Berrang@usps.gov
Office(202)268-6777
Cell (202)262-9519

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American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

May 10, 2012

Gary Kloepfer
Assistant Director,
Maintenance Division
1300 L Street, NW
Washington, DC 20005

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202-289-3746 (Fax)

gkloepfer@apwu.org

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Princella Vogel
Coordinator, Southern Region

Omar M. Gonzalez
Coordinator, Western Region

Article 15 - 15 Day Statement of Issues and Facts

Sent Via Facsimile and First Class Mail

Mr. Doug Tulino
Vice President, Labor Relations
U.S. Postal Service, Room 9014
475 L'Enfant Plaza, S.W.
Washington, D.C. 20260

Re: APWU No. HQTT20110668, USPS No Q11T4QC12062493;
Installation of Software LCREM 1.21 and EMPC 1.2.1

Dear Mr. Tulino:

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 parties fully discussed the merits of this dispute on April 17, 2012.

In addition, the Postal Service did not raise any procedural or arbitrability issues during this meeting. Being unable to resolve the dispute during this discussion, the parties agreed to submit In addition to the parties' agreement to extend all time limits, an agreement was reached whereby each party's 15 Day Position Statement would be submitted no later than May 11, 2012.

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

Whether the Postal Service violated, but not limited to, Article 1 and 32 of Collective Bargaining Agreement, when it assigned non-bargaining unit workers to perform bargaining unit work, installation of software for Postal Equipment, LCREM 1.21 and EMPC 1.2.1? If yes, then what shall the remedy be?

As background, the Postal Service unilaterally issued draft Software Modification Order cmor sm11038ae (SMO-031-11) Low Cost Reject Encoding Machine (LCREM) Sort Computer Software Version 1.21 and Encode and Print Module Computer (EMMC) Software Version 1.2.1. According to the Postal Service it used non-bargaining unit

employees (non-bargaining unit employees in its engineering department) to remotely install operating software for the above referenced postal equipment. It is the Union's position that Level 10 Electronic Technicians independently perform the full range of diagnostic, preventive maintenance, alignment, calibration and overhaul tasks on both hardware and software on a variety of mail processing, customer service, and building equipment and systems, applying advanced technical knowledge to solve complex problems. It is also the Union's position the Level 11 Electronics Technician carries out all phases of maintenance, troubleshooting, and testing of electronic circuitry used in equipment and systems requiring knowledge of solid state electronics. Instructs and provides technical support on complex systems and on combinational (hardware/software) or intermittent problems to include installing or altering equipment and systems as required and programs scheme and/or scheme changes into memory units. The duties and responsibilities of both of the above referenced bargaining unit positions include the performance of software modification orders.

In the case at hand the software modification was transferred to a non-bargaining unit employees located at a remote location. Specifically the SMO stated, "The LCREM SC software in this release will automatically download and install onto the LCREM units from the NDSS. The download and installation is scheduled for November 7, 2011 at 11:00 AM local time. No user interaction will be required for installation. The software update to v1.21 will typically occur during the daily maintenance reboot at 08:00 AM local time on November 8, 2011." The SMO further stated on page 3 of Attachment 1, "The LCREM SC SW 1.21 will be an automatic remote software installation that requires no maintenance or user interaction." In addition there is no dispute the LCREM is a replacement for the LMLM, as such it is Postal Equipment of the nature that falls with the Level 10 and 11 Electronic Technician's Standard Position Description.

Based on the above and discussions and correspondence from the Postal Service it is the position of the Union that Article 32 may not have been violated; rather the dispute involved encompasses a violation of Articles 1 Section 6 and Article 4 of the Collective Bargaining Agreement. It is the Union's position the installation of software form a remote site by non-bargaining unit employees removed work from the Electronic Technician occupational groups identified above. The movement of a critical part of the software installation task from the workroom floor does not permit the work to be removed from the bargaining unit. The Postal Service stated during the discussion of this dispute that it now possessed the technology to transfer software from one computer to another without human interface. As such, there can be no dispute the Postal Service unilaterally changed the terms and conditions of employment for the Level 10 and 11 Electronic Technicians. In this regard, it is the position of the Union the Postal Service's actions equate to a Technological and Mechanization change as described in Article 4 of the Collective Bargaining Agreement. In this regard, it is the position that the moving of software downloads from the work floor not only required bargaining, it also created new jobs that had to be offered to present employees capable of being trained to perform the new or changed job and the employer will provide such training.

Removing software installation to a remote location resulted in the transfer of bargaining unit work to non-bargaining unit employees. The Postal Service made a change that directly relates to wages, hours or working conditions of the Level 10 and 11 Electronic Technicians outside of Article 19 of the Collective Bargaining Agreement. In this cased the Postal Service failed to provide the Union with any advance notice of this change. The Postal Service modified the software installation manner this manner so that it could avoid the requirements of Article 19.

Such action is clearly bargaining in bad faith as this level of modification to established bargaining unit work required bargaining. In this regard it is the Union's position the Postal Service made a midterm modification to the CBA.

The bargaining unit work in question has not been eliminated; the bargaining unit task of software installation, which has historically been performed by Level 10 and 11 Electronic Technicians is now is now being performed by non-bargaining unit employees. As a remedy the Union demands this work be immediately returned to the Level 10 and 11 Electronic Technicians and that they be compensated for all time a non-bargaining unit employee performed this type of software installation.

It is the position of the Union the software can be loaded onto a server located in at any off-site location, e.g. Merrifield or MTSC, that employ Electronic Technicians as well as having the equipment to communicate with all facilities. As such, the initial software installation onto a server, regardless of location, must be accomplished by a bargaining unit employee as the server is an extension of postal equipment for which the software is being installed.

Please contact me if you wish to discuss this matter.

Sincerely,

Gary Kloepfer
Case Officer

GK/syi/opeiu#2/afl-cio

APWU #: HQTT20110668
USPS #: Q11T4QC12062493

Dispute Date: 11/29/2011
Contract Articles: 1, Supv. Performing BU Work; 19, Software Modification Order (SMO); 32, Subcontracting Maintenance work;

cc: Industrial Relations

Transmission Report

Date/Time	05-11-2012	11:13:54 a.m.	Transmit Header Text	
Local ID 1	2022893746		Local Name 1	Maintenance
Local ID 2			Local Name 2	

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American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

May 10, 2012

Gary Kloepfer
Assistant Director,
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Coordinator, Eastern Region
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Coordinator, Northeast Region
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Coordinator, Southern Region
Omar M. Gonzalez
Coordinator, Western Region

Article 15 - 15 Day Statement of Issues and Facts

Sent Via Facsimile and First Class Mail

Mr. Doug Tulino
Vice President, Labor Relations
U.S. Postal Service, Room 9014
475 L'Enfant Plaza, S.W.
Washington, D.C. 20260

Re: APWU No. HQTT20110668, USPS No Q11T4QC12062493;
Installation of Software LCREM 1.21 and EMPC 1.2.1

Dear Mr. Tulino:

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 parties fully discussed the merits of this dispute on April 17, 2012.

In addition, the Postal Service did not raise any procedural or arbitrability issues during this meeting. Being unable to resolve the dispute during this discussion, the parties agreed to submit In addition to the parties' agreement to extend all time limits, an agreement was reached whereby each party's 15 Day Position Statement would be submitted no later than May 11, 2012.

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

Whether the Postal Service violated, but not limited to, Article 1 and 32 of Collective Bargaining Agreement, when it assigned non-bargaining unit workers to perform bargaining unit work, installation of software for Postal Equipment, LCREM 1.21 and EMPC 1.2.1? If yes, then what shall the remedy be?

As background, the Postal Service unilaterally issued draft Software Modification Order cmor sm1103ss (SMO-031-11) Low Cost Reject Encoding Machine (LCREM) Sort Computer Software Version 1.21 and Encode and Print Module Computer (EMMC) Software Version 1.2.1. According to the Postal Service it used non-bargaining unit

Total Pages Scanned : 3 Total Pages Confirmed : 3

No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
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Abbreviations:

HS: Host send	PL: Polled local	MP: Mailbox print	TU: Terminated by user	
HR: Host receive	PR: Polled remote	CP: Completed	TS: Terminated by system	G3: Group 3
WS: Waiting send	MS: Mailbox save	FA: Fail	RP: Report	EC: Error Correct

American Postal Workers Union, AFL-CIO

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Princella Vogel
Coordinator, Southern Region

Omar M. Gonzalez
Coordinator, Western Region

Initiate National Dispute

December 20, 2011

Sent Via Facsimile First Class Mail

Mr. Doug Tulino
Vice President, Labor Relations
U.S. Postal Service, Room 9014
475 L'Enfant Plaza
Washington, D.C. 20260

Re: APWU No. HQTT20110668,
(SMO-031-11) Low Cost Reject Encoding Machine (LCREM)
Sort Computer Software Version 1.21and Encode
and Print Module Computer (EMMC) Software Version 1.2.1

Dear Mr. Tulino:

In accordance with the provisions of Article 15, Sections 2 and 4, of the Collective Bargaining Agreement, the American Postal Workers Union is initiating a Step 4 dispute.

The issues and facts involved in this dispute are as follows:

ISSUE: Whether the Postal Service violated, but not limited to, Article 1 and 32 of the Collective Bargaining Agreement, when it assigned non-bargaining unit workers to perform bargaining unit work, installation of software for Postal Equipment, LCREM 1.21 and EMPC 1.2.1? If yes, then what shall the remedy be?

The Postal Service unilaterally issued draft Software Modification Order sm11038ae (SMO-031-11) Low Cost Reject Encoding Machine (LCREM) Sort Computer Software Version 1.21 and Encode and Print Module Computer (EMMC) Software Version 1.2.1. According to the Postal Service it used non-bargaining unit employees to remotely install operating software for the above referenced postal equipment. It is the Union's position that Electronic Technicians independently perform the full range of diagnostic, preventive maintenance, alignment, calibration and overhaul tasks on both

hardware and building equipment and systems, applying advanced technical knowledge to solve complex problems. This is to include software modifications orders.

Please contact Gary Kloepfer, case officer (at 202-842-4213), to discuss this dispute at a mutually scheduled time.

Sincerely,

Mike Morris, Director
Industrial Relations

MM/GK/syi/opeiu#2/afl-cio

APWU #: HQTT20110668
Dispute Date: 11/29/2011

Case Officer: Gary Kloepfer
Contract Article(s): 1, Supv. Performing BU Work; 19, Software Modification Order (SMO);

cc: Resident Officers

File

Transmission Report

Date/Time	12-22-2011	05:18:58 p.m.	Transmit Header Text	
Local ID 1	2028428517		Local Name 1	Clerk/MVS Dept.
Local ID 2			Local Name 2	

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American Postal Workers Union, AFL-CIO

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John H. Dirkes
Coordinator, Northwest Region

Principle Vogt
Coordinator, Southern Region

Omar M. Gonzalez
Coordinator, Western Region

Initiate National Dispute

December 20, 2011

Sent Via Facsimile First Class Mail

Mr. Doug Tulino
Vice President, Labor Relations
U.S. Postal Service, Room 9014
475 L'Enfant Plaza
Washington, D.C. 20260

Re: APWU No. HQTT20110668,
(SMO-031-11) Low Cost Reject Encoding Machine (LCREM)
Sort Computer Software Version 1.21and Encode
and Print Module Computer (EMMC) Software Version 1.2.1

Dear Mr. Tulino:

In accordance with the provisions of Article 15, Sections 2 and 4, of the Collective Bargaining Agreement, the American Postal Workers Union is initiating a Step 4 dispute.

The issues and facts involved in this dispute are as follows:

ISSUE: Whether the Postal Service violated, but not limited to, Article 1 and 32 of the Collective Bargaining Agreement, when it assigned non-bargaining unit workers to perform bargaining unit work, installation of software for Postal Equipment, LCREM 1.21 and EMPC 1.2.1? If yes, then what shall the remedy be?

The Postal Service unilaterally issued draft Software Modification Order sm11038ae (SMO-031-11) Low Cost Reject Encoding Machine (LCREM) Sort Computer Software Version 1.21 and Encode and Print Module Computer (EMMC) Software Version 1.2.1. According to the Postal Service it used non-bargaining unit employees to remotely install operating software for the above referenced postal equipment. It is the Union's position that Electronic Technicians independently perform the full range of diagnostic, preventive maintenance, alignment, calibration and overhaul tasks on both

Total Pages Scanned : 2 Total Pages Confirmed : 2

No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001	784	202-268-3074	05:18:03 p.m. 12-22-2011	00:00:19	2/2	1	EC	HS	CP28800

Abbreviations:

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HR: Host receive	PR: Polled remote	CP: Completed	TS: Terminated by system	G3: Group 3
WS: Waiting send	MS: Mailbox save	FA: Fail	RP: Report	EC: Error Correct