



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Initiate National Dispute

August 20, 2007

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

National Executive Board

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Central Region

Jim Burke
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

William E. "Bill" Sullivan
Southern Region

Omar M. Gonzalez
Western Region

Re: APWU No. HQTT20079, Cert No. 70060100000706448603

Dear Mr. Tulino:

In accordance with the provisions of Article 15, Section 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. Whether the Postal Service violated Articles 1, 15, 19, 38 and 32 Section 1 of the National Agreement and Section 535 of the Administrative Support Manual when it made its national level decision to use nonbargaining unit employees as well as subcontract the upgrading of the PARS Image Management System (IMS) P&DC upgrade installation v.4.0.1 as well as failing to provide the requisite advance notice as required by Article 32?

The Union alleges that the parties have agreed at this level that this type of work was bargaining unit work for an Electronic Technician and that contracting out this work violated Article 32 Section 1 which requires the Postal Service to provide documentation to the Union that it gave good faith consideration to the factors listed in Article 32 prior to making its decision to subcontract. In addition Section 535 of the Administrative Support Manual states in part that this type of work may only be subcontracted when there are no qualified maintenance employees or if the equipment is a prototype.

In addition, the Postal Service failed to comply with the provisions of Article 19 when it published SMO-022-07.

Based on the above the Union is initiating a dispute under Article 32 of the National Agreement.

Please contact Gary Kloepfer, case officer, to discuss this dispute at a mutually scheduled time.

Sincerely,


Greg Bell, Director
Industrial Relations

APWU #: HQT20079

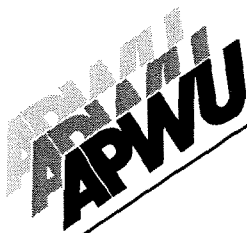
Dispute Date: 8/20/2007

Case Officer: Gary Kloepfer

Contract Article(s): ;

cc: Resident Officers
File

GB/BM



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Appeal to Arbitration, National Dispute

April 29, 2008

Greg Bell, Director
Industrial Relations
1300 L Street, NW
Washington, DC 20005
202-842-4273 (Office)
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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. Q06T4QC07270988, APWU No. HQT20079,
Cert No. 70050390000138962595

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,


Greg Bell, Director
Industrial Relations

USPS #: Q06T4QC07270988
APWU #: HQT20079

Case Officer: Gary Kloepfer
Step 4 Appeal Date: 8/20/2007
Contract Article(s): ;

cc: Resident Officers
Industrial Relations

File

GB/BM

Gary Kloepfer

From: Gary Kloepfer
Sent: Thursday, March 27, 2008 2:47 PM
To: Wilcox, Clifton W - Washington DC
Subject: RE: 15 Day Statements

Clifton,

Like you I will be out of the office tomorrow and will not return until April 4th. However I can't think of any reason to grant your request for an extension, especially since the Postal Service has not notified me in writing on its official letterhead paper from John Dockins that you have the authority to enter into an agreement. As you know we from experience, you have entered into agreements with the APWU only to have Mr. Dockins unilaterally cancel the agreements with the claim that you do not have the authority to enter into agreements regarding grievances, e.g. the Off-Site Safety MOU and Forms 4588 and 4589. Since I don't want you to get into trouble with Mr. Dockins, the most prudent course of action must be to maintain the current date for submission of all position papers.

Gary Kloepfer
Assistant Director
Maintenance Division

(202) 842-4213
(202) 289-3746
(202) 251-1495 - Cell

www.apwu.org
www.ulstd@unionlabel.org
www.unionshop.afcio.org
www.shopunionmade.org
www.sweatfree.org/shopping
www.uaw.org/uawmade/auto/2008/2008vehicles.pdf
www.unionplus.org

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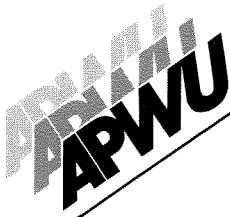
From: Wilcox, Clifton W - Washington DC [mailto:Clifton.W.Wilcox@usps.gov]
Sent: Thursday, March 27, 2008 1:55 PM
To: Gary Kloepfer
Subject: 15 Day Statements

Gary

We have two 15 day statements due tomorrow. They are PS Form 4588 & 4589 and the Draft Management Instruction concerning Water Quality Management. I am out of the office 3/28 and 3/31. Would you be willing to exchange these when I get back?

Clifton Wilcox
Labor Relations Specialist
Contract Administration (APWU)
Washington, DC 20260
(202) 268-5916

3/27/2008



American Postal Workers Union, AFL-CIO

Gary Kloepper
Assistant Director A,
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Article 15 - 15 Day Statement of Issues and Facts

April 29, 2008

Mr. Doug Tulino
Vice President, Labor Relations
U.S. Postal Service, Room 9014
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Coordinator, Western Region

Re: APWU No.HQTT20079, USPS No. Q06T4QC07270988,
Cert. No. 70050390000138962823

Dear Mr. Tulino:

The meeting on the above referenced dispute was held between the parties on 8/20/2007 in accordance with Article 15 of the Collective Bargaining Agreement. Article 15, Section 2 (Step 4) provides that if the parties fail to reach an agreement, then within fifteen days of their meeting 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 grievance is whether the Postal Service violated Articles 1, 5, 15, 19, 32 Section 1, and 38 of the National Agreement and Section 535 of the Administrative Support Manual when it made its national level decision to use non-bargaining unit employees as well as subcontract the upgrading of the PARS Image Management System (IMS) P&DC upgrade installation v.4.0.1 as well as failing to provide the requisite advance notice as required by Article 32?

The Postal Service published its decisions Software Modification Order (SMO) 022-07, dated April 11, 2007, entitled, Postal Automation Redirection System (PARS) Image Management System (IMS) P&DC Upgrade Installation v4.0.1 and SMO-023-07 entitled Postal Automation Redirection System (PARS) Image Management System (IMS) for Remote Encoding Center (REC) Version 4.0.1. The Postal Service assigned bargaining unit work to employees of Siemens and non-bargaining unit employees. According to the SMO, local PARS trained Electronics Technician was to assist with the installation.

The history of the PARS software modifications demonstrates the Occupational Group of Electronics Technician has historically performed this type of work; not contract employees or non-bargaining unit employees. The work is contained in the Standard Position Description of the Electronics Technicians; an overview of their Standard Position Description demonstrates these functions are part of the core duties and responsibilities of Electronics Technicians. The Postal Service arbitrarily, capriciously and unilaterally removed this work from the bargaining unit and transferred it to workers outside the APWU bargaining unit. The Postal Service's action of transferring bargaining unit work away from the Electronics Technicians violates the Collective Bargaining Agreement

It is the position of the Union that installation of software as described in these two SMO's is bargaining unit work that has historically been performed by Electronic Technicians, e.g. SMO-001-07, SMO-018-07, etc. The established past practice regarding PARS software installation is bargaining unit employees perform the work.

The installation of software and file maintenance for mail processing equipment, which includes PARS, is bargaining unit work within the duties and responsibilities of all Electronic Technicians. The hardware and software modification referenced in these SMOs must be performed by a career Maintenance Craft employee, specifically an Electronic Technician. The remedy for this breach is to return the work to the bargaining unit and to compensate the bargaining unit for the work performed by contract employees and non-bargaining unit employees.

It is the APWU's position that the work in dispute is part of the current Level 10 Electronics Technician and Level 11 Electronics Technician Standard Position Descriptions. Item 1 of the Duties and Responsibility of the current Level 11 Electronics Technician states; "Performs the testing, diagnosis, maintenance, and revision work requiring knowledge of solid state electronics." Also Item 7 reads, "Programs scheme and/or scheme changes into memory units as requested by management." In addition, the Functional Purpose of the current level 10 Electronic Technician reads:

"Independently performs the full range of diagnostic, preventive, maintenance, alignment and calibration and overhaul tasks, on both hardware and software on a variety of mail processing equipment . . ."

In addition Items 1 and 6 of the current level 11 ET Standard Position Description state:

1. Performs complex testing, diagnosis, maintenance, alignments and calibration, overhaul and revision of electronically operated or controlled equipment or systems; may be required to perform maintenance of associated electromechanical equipment and systems.

Participates in the installation, removal, modification, assembly, and/or disassembly of systems and requirements.

It is the position of the Union that the above referenced work is core bargaining unit work contained within Maintenance Craft Occupational Group Standard Position Descriptions and that Article 1 Section 6 prohibits nonbargaining unit employees from performing bargaining unit work. None of the exceptions listed

in Article 1 exist, as such the assignment of this work to nonbargaining unit employees violates the Collective Bargaining Agreement. It is the Union's position that the Collective Bargaining Agreement prohibits a contractor (Siemens) to "volunteer" its employee services for the purpose of performing bargaining unit work. Article 32 and other applicable handbooks and manuals regulate the use on contract employees to perform bargaining unit work. As such, it is the Union's position that strict application of Article 32 and Section 535.111 of the ASM must be followed. In this regard the Postal Service has violated Article 32 Section 1 in that it failed to demonstrate it gave due consideration to all the factors contained in Section 1.A and B. Electronics Technicians perform software installation many times, it is not a one time task. The Postal Service did not award a contract with Siemens, thus it can not claim it gave due consideration to all the factors listed in Article 32. In addition the specific language of Section 535.111 of the ASM requires maintenance of postal equipment to be performed by Postal Service personnel. None of the listed exceptions in 535.111 exist in this case. It is also the Union's position that a contract for the performance of maintenance on this type of equipment can only be made after the Postal Service complies with Article 32 Section 1 of the Collective Bargaining Agreement and Section 535.111. Section 535 of the Administrative Support Manual contains specific contract language which prohibits the Postal Service from subcontracting this type of maintenance work. It is the Union's position that the Postal Service has failed to comply with these requirements and that it has failed to produce evidence that it gave good faith consideration to the factors listed in Article 32 of the CBA prior to making its decision to assign this work to contract employees and nonbargaining unit employees.

Given the seriousness of the Postal Service's breach of the Collective Bargaining Agreement the only remedy is to return the work to the appropriate bargaining unit employees as well as compensate them for the work performed by contract employees and non-bargaining unit employees.

Please contact me if you wish to discuss this matter.

Sincerely,



Gary Kloepper
Case Officer

APWU #: HQT20079
USPS #: Q06T4QC07270988

Dispute Date: 8/20/2007
Contract Articles: ;

cc: Industrial Relations

GK/BM/opeiu/afl-cio