

#10



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

February 27, 2009

William Burrus
President
(202) 842-4246

Local and State Presidents:

We are aware that postal management has initiated an aggressive program to reduce the hours of part time employees in small offices to meet growing financial deficits. This activity has existed throughout the years but the recent budget deficits have caused an acceleration of this transfer of work in violation of our collective bargaining agreement.

National Executive Board

William Burrus
President

Cliff Guffey
Executive Vice President

Terry R. Stapleton
Secretary-Treasurer

Greg Bell
Director, Industrial Relations

James "Jim" McCarthy
Director, Clerk Division

Steven G. Raymer
Director, Maintenance Division

Robert C. "Bob" Pritchard
Director, MVS Division

Bill Manley
Director, Support Services Division

Sharyn M. Stone
Coordinator, Central Region

Mike Gallagher
Coordinator, Eastern Region

Elizabeth "Liz" Powell
Coordinator, Northeast Region

William E. "Bill" Sullivan
Coordinator, Southern Region

Omar M. Gonzalez
Coordinator, Western Region

We attempted to address this growing problem through the adoption of a convention resolution requiring personal visits by union representatives to record this transfer of work but the cost would have been prohibitive and the information retrieved limited in its application. Like grievances on the work room floor, you can imagine how ineffective contract enforcement would be if the work site was visited one day a month or one day a year, and we were to use the information of the one day visit as reflective of contract enforcement.

I have instead elected to use information technology as a tool in enforcing the contractual limitations of Article 1 Section 6. I have requested of postal management a report showing the number of bargaining and non bargaining unit employees and hours in each Level 15, 16, 17 and 18 office for the years 2005 through 2008. This request will be supplemented to include each Pay Period in 2009. This information will show the trend of increases and decreases of work for each category of employees over the requested time period.

Upon receipt of the information and an analysis of hours assigned, I intend to instruct the Regional Coordinators to file one class action grievance in each of the five (5) Postal Regions alleging violations of Article 1 Section 6.

The interpretation of Article 1, Section 6 has been decided by Arbitrators Garrett and Das so these grievances will not be challenging the interpretation of the contract, but instead applying the facts as reflected in the printout to each office that has transferred bargaining work to non bargaining unit employees.

I will be instructing the Regional Coordinators to initiate the grievance at Step 3 of the procedure pursuant to Article 15.2.Step 3. (f) page 98 of the contract and, if not resolved, proceed to appeal to arbitration. Once appealed, the Coordinators are instructed to place the grievances "at the head of the arbitration docket" pursuant to Article 15.2.Step 3 (f) page 99 of the contract.

As you know, consistent with the exception in Article 1.6.B, there are circumstances where a supervisor may perform bargaining unit work. For example, Arbitrator Garrett

(Case #AC-NAT-5221) concluded that bargaining unit work may continue to be performed by a supervisor that he or she has historical performed, provided:

(1) such duties falls within the postmaster's position description);

(2) there has been no shift of work or change in the amount of such duties by the supervisor, and

(3) if there has been no reduction in bargaining unit hours.

Arbitrator Das (Case #Q98C-4Q-C 01238942) reinforced the Garrett Award, and concluded that a supervisor at a small post office, whose position description includes the performance of bargaining unit duties, may continue to perform those duties historically performed, provided there have been no shift or transfer of work or change in the amount of such duties performed by the supervisor.

Arbitrators Garrett and Daas have determined that the shifting or transferring of bargaining unit work that does not meet the above test constitutes a violation of Article 1.6.B of the National Agreement. For example, **there is a contractual violation:**

- * **if bargaining unit work hours are being reduced and shifted or transferred to non- bargaining unit employees, or;**
- * **there are changes in the amount of such duties being performed by supervisors.**

Prior to initiating the Regional Step 3 grievances. I will communicate with postal headquarters to seek an agreement that a regional class action grievance accompanied by the data reflecting the decrease of bargaining unit work with a corresponding increase in non bargaining unit work in each identified office will prove a prima fascia violation of Garrett and Das subject to the application of individual facts developed in each Level 15, 16, 17 and 18 office.

Assuming that agreement is reached on the process, it will not be necessary at this time to file individual local grievances; however, any information that will not be reflected in the printouts should be compiled for future use.

In the event that an agreement is not reached, Regional Coordinators will coordinate the filing of grievances for each identified offices without a local structure. In addition, locals will be notified of any identified office within their respective jurisdiction.

In union solidarity,

William Burrus

William Burrus
President

cc: Regional Coordinators