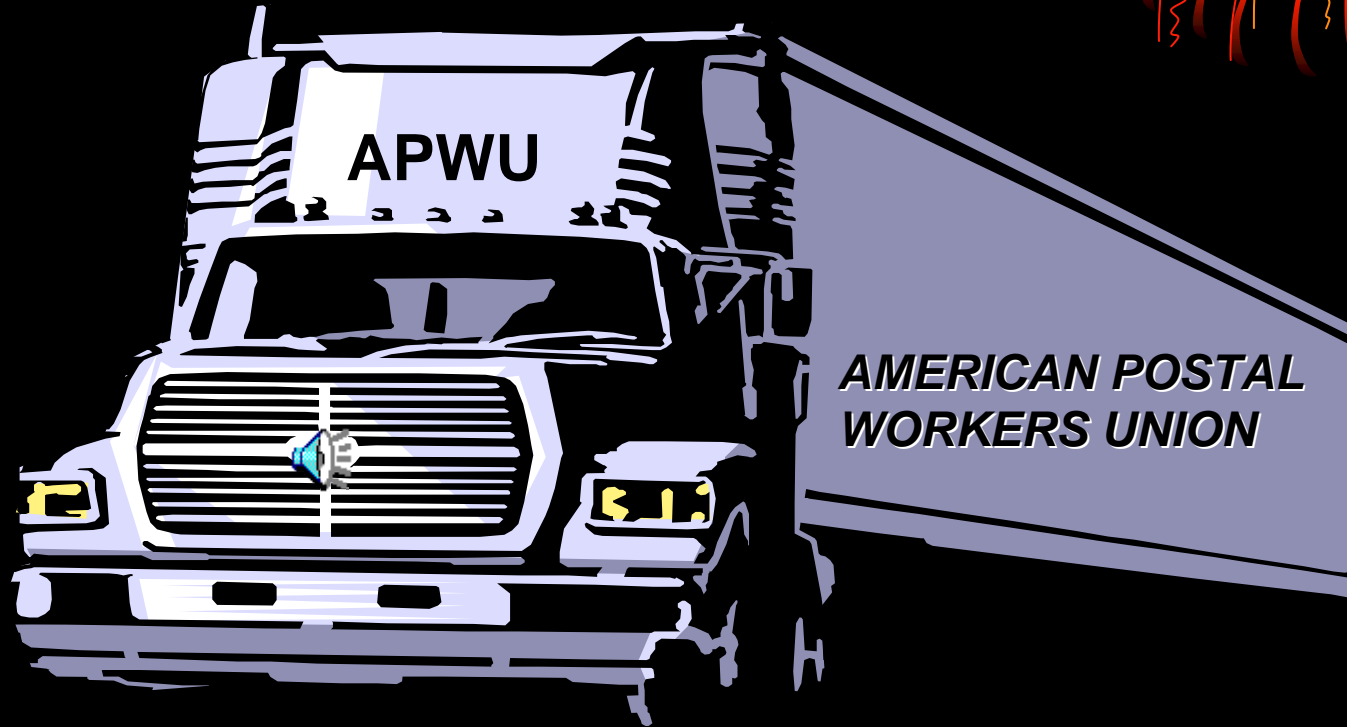


*MOTOR VEHICLE DIVISION
National Convention
LAS VEGAS, NEVEDA
AUGUST 2008*

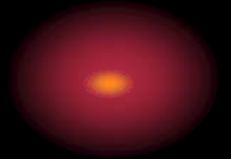


**JOSEPH "JOE" LACAPRIA
NATIONAL BUSINESS AGENT
MVSD NORTHEAST REGION APWU**

NATIONAL OFFICERS

American Postal Workers Union

- *William Burrus, President*
- *Robert Pritchard, Director MVSD*
- *Michael Foster, Asst. Director MVSD*
- *Elizabeth Powell, NE Regional Coordinator*
- *Joseph "Joey" LaCapria
National Business Agent*



- Motor Vehicle Business Agents
 - Bruce Baily- Western Region
 - Merlie Bell-Central Region
 - Ulysses Coneway-Southern Region
 - Dwight (D.D.) Johnson-Southern Region
 - Russell Knepp- Eastern Region
- 

Greetings from the Business Agents in the Northeast Region:

Peter Coradi

John Bernovich

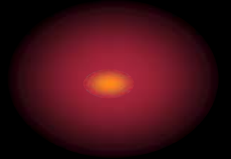
Thomas O'Brien

Liz Swigert

Steve Lukosus

Rich Logan

Frank Rigiero



SUB-CONTRACTING PVS CONVERSION TO HCR

THE BURDEN OF PROOF



- The union must prove during the grievance process that the contract was violated.
- Contract violations place the burden on the union to demonstrate that the remedy requested is provable and warranted.
- The burden of proof shifts to management when an adverse or involuntary action is taken against an employee (i.e. involuntary reassignments, reduction in grade). Clearly not the case in most, if not all, Article 32 violations.

Subcontracting and Article 32

Section 1 General Principles

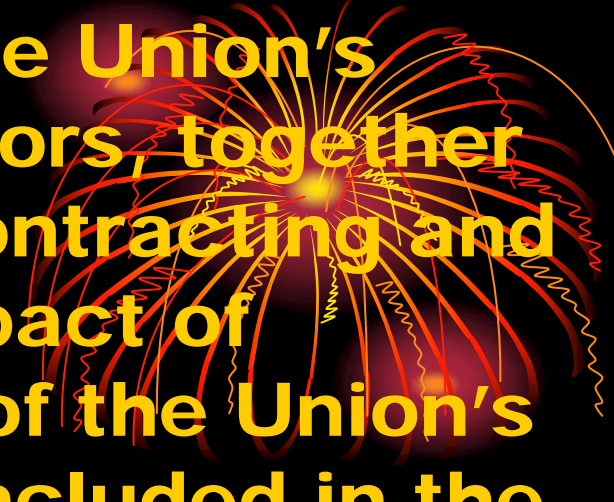
A. The employer will give due consideration to public interest, cost, efficiency, availability of equipment, and qualification of employees when evaluating the need to subcontract.



Section B.

The Employer will give advance notification to the to the Union at the national level when subcontracting which will have a significant impact on bargaining unit work is being considered and will meet with the Union while developing the initial Comparative Analysis report.





The employer will consider the Union's views on costs and other factors, together with proposals to avoid subcontracting and proposals to minimize the impact of subcontracting; a statement of the Union's views and proposals will be included in the initial Comparative Analysis and in any Decision Analysis Report relating to the subcontracting under consideration.

No final decision on whether or not such work will be contracted out will be made until the matter is discussed with the union.


- (see Memo's, pages 344, 346, and 347)


- JCIM Article 32.1
- Article 32.1 sets forth the criteria to be considered in evaluating the need to subcontract. The Postal Service is required to give due consideration to public interest, cost, efficiency, availability of equipment, and qualification of employees when evaluating the need to subcontract. Also, when Subcontracting is being considered which will have a "significant impact" on the bargaining unit work, the Postal Service is required to give advance notice to the APWU at the national level.



- In those qualifying circumstances in which the impact is significant, the union will have the opportunity to meet at the national level during the development of the initial Comparative Analysis. The union may include a statement of views on costs and other factors and proposals to avoid subcontracting and/or minimize the impact of any subcontracting. The final decision on whether to subcontract can not be made until after a meeting, when requested.



- 
- “Significant Impact” is a trigger that requires national notification in all subcontracting decisions.
 - 32.1.A, requires a discussion with the union prior to the decision to subcontract.

- 
- Article 32.1.C
 - Is a new contract provision and the subject of a current step 4 grievance filed at the national level
 - When the decision has been made at the field level to subcontract bargaining unit work, the Union at the local level will be given notification.
 - Please note when this contract provision is applied in conjunction with the Step 4 referenced herein. The question that needs to be answered, is was the decision to subcontract made in the field (locally)?



April 18, 2008

Mr. Robert Pritchard
Director, Motor Vehicle Craft
American Postal Workers Union,
AFL-CIO
1300 L Street, NW
Washington, DC 20005-4128

CERTIFIED MAIL NUMBER:
7001 2510 0008 2205 5787



Re: Q06V-4Q-C 08063304
Washington, DC 20260-4100

Dear Bob:

On March 6 and March 20, we met to discuss the above-captioned dispute which is pending at the fourth step of our grievance/arbitration procedures. Since the parties have been unable to resolve this matter, in accordance with Article 15.2, Step 4, this constitutes the Postal Service's understanding of the issues involved and the facts giving rise to the interpretative dispute.

The issue presented:

Whether Article 32.1.B of the National Agreement is applicable when postal vehicle service (PVS) is replaced by highway contract service (HCR).

Background information:

Historically speaking, Article 32, entitled "Subcontracting" has been part of the collective bargaining agreement since 1978. In the 1978 Agreement, a new section, incorporating a Memorandum of Understanding between the USPS and APWU-Motor Vehicle Craft, was added to Article 32 entitled, "Motor Vehicle Craft - Highway Movement of Mail." Except for a few changes including numbering, format and wage levels; this negotiated section¹ has remained virtually the same throughout the years.

Article 32.2.A of the 2006 National Agreement states:

The American Postal Workers Union, AFL-CIO, and the United States Postal Service recognize the importance of service to the public and cost to the Postal Service in selecting the proper mode for the highway movement of mail. In selecting the means to provide such transportation the Postal Service will give due consideration to public interest, cost, efficiency, availability of equipment, and qualification of employees.

Article 32.2.B of the 2006 National Agreement states:

For highway contracts covered by Article 32, Section 2, the Union will be furnished the information enumerated in Paragraph C below. This information will be furnished at least sixty (60) days prior to the scheduled installation of the service. Within forty (40) days of being furnished such information, the Union may request a meeting to discuss a specific contract(s). Within forty-five (45) days of being furnished such information, the parties will exchange the basic cost analysis in order to facilitate discussions. The parties will

¹ In the 2006 National Agreement, the Motor Vehicle Craft-Highway Movement of Mail is found in Section 2 of Article 32.

meet on or before the sixtieth (60th) day. At no time will the subject highway contract(s) for which a meeting has been requested be awarded prior to the actual meeting.

Article 32.2.C of the 2006 National Agreement outlines the information to be provided to the union including a statement of service, equipment requirements, renewal or new contract solicitation, etc. In addition, Section 32.2.C.5 states:

If the new contract solicitation replaces in part or in whole existing Postal Vehicle Service (PVS) service, specifics as to the existing PVS service are to be provided as to the span of operating time, equipment utilized, annual cost, how the PVS employees impacted will otherwise be utilized and the projected United States Postal Service cost for subcontracting the work in question.

Article 32.2.E of the 2006 National Agreement states:

The parties agree that the following factors will be used in any cost comparisons of the type of transportation mode to be selected:

1. *The Motor Vehicle employee costs for Motor Vehicle Operators will be the average cost of Level 6 Motor Vehicle Operators and the Motor Vehicle employee costs for Tractor-Trailer Operators will be the average cost of Level 7 for Tractor-Trailer Operators, as per those employees' straight time wages inclusive of fringe benefits. The average of each level will be a weighted average based on the number of employees in each step of the respective levels and their respective wages. The Motor Vehicle employee costs will be updated within 30 days following each salary adjustment for the Motor Vehicle Craft.*
2. *The vehicle costs will be computed from the last four quarters of the Vehicle Make/Model Cost Reports. These costs will be computed separately for each Area. The parties will consider an adjustment for exceptional cost variances.*
3. *The Postal Vehicle Service will be charged 10 minutes at the start and 10 minutes at the end of each route, regardless of the vehicle used.*

Article 32.2.G of the 2006 National Agreement states:

These provisions shall be applicable when evaluating the type of service to be provided for routes that are:

1. *A fixed annual rate contract over \$100,000 per annum, but not more than 350 miles in round-trip length, and*
2. *An annual rate or non-annual rate contract such as local drayage, spotting or shuttle service where the estimated annual compensation will exceed \$45,000, and*
3. *Not more than 8 hours in operating time from terminus to terminus.*
4. *Being then operated by bargaining unit employee(s) of the Motor Vehicle Craft, regardless of annual cost, round-trip length or operating time.*

By letter dated January 24, 2008, the APWU initiated the instant national dispute.

Position of the Parties:

It is the APWU's position that when PVS operations are terminated and replaced by HCR contractors, the Postal Service is required to follow the process outlined in Article 32.1.B. Specifically, the APWU states that the Postal Service is "required to meet with the union while developing the Comparative Analysis report", "to consider the Union's views on costs and other factors, together with proposals to avoid subcontracting and proposal to minimize the impact of subcontracting." In addition, the APWU adds that its "views and proposals must be included in the initial Comparative Analysis report related to the subcontracting under consideration. The APWU

points to the transportation modal conversion which took place in Tacoma, Washington, as an example of its alleged violation.² As a remedy, the APWU requests that all PVS to HCR transportation conversions since December 18, 2001 be canceled, the work returned to the PVS bargaining unit and employees made whole.

The Postal Service disagrees. In the Postal Service's view, the general principles of outsourcing outlined in Article 32.1(B) of the National Agreement do not apply when replacing PVS highway transportation service with HCR service. Rather, when the Postal Service is selecting the proper mode of highway movement of mail, Section 2 of Article 32 was negotiated between the parties as the applicable section.

Furthermore, as analyzed in Arbitrator Snow's award in Case No. H4V-NA-C 84, et al, Article 32, Section 2A and 2B mirrors Section 1A and 1B. He stated, at page 18:

The present Section 3³, the provisions at issue in this case, deals exclusively with the Motor Vehicle Craft... Article 32.3 is divided into subparagraphs A-I. Article 32.3.A mirrors Article 32.1(A) by establishing a 'due consideration' obligation on the part of the Employer when selecting the means to be used in the highway movement of mail.

At page 19, Arbitrator Snow observes:

As Article 32.3(A) mirrors Article 32.1(A), so does Article 32.3(B) mirror Article 32.1(B).

It will be recalled that Article 32.1(B) mandates notification of Unions when the Employer considers 'subcontracting which will have a significant impact upon bargaining unit work,' and the provision calls for a meeting between affected unions and the Employer prior to a decision to contract out the work. Like Article 32.1(B), Article 32.3(B) mandates notification and meeting prior to the subcontracting decision. Article 32.3(B), however, is set forth in much more detail.

Based on the history of this Section entitled Motor Vehicle Craft-Highway Movement of Mail, Arbitrator Snow concludes, at page 23:

From this progression, it is reasonable to conclude that Article 32.3 was intended to particularize, without substantive change, the general content of Article 32 itself.

The structure of Article 32.3 supports this conclusion. Article 32.3(A) merely restates, as it affects the Motor Vehicle Craft alone, the general 'due consideration' obligation found in Article 32.1. Indeed, the language is identical. Article 32.3(B) accomplishes the same particularization with respect to requirements of procedural notification and the obligation to meet which was set forth in Article 32.1.

Snow's conclusions which were subsequently accepted by Arbitrator Das in Case No. H0C-NA-C 21, coupled with the explicit provisions of Article 32 Section 2, support the Postal Service's position in this case.

² Under the Article 15 interpretive review process, the Postal Service initially accepted local grievances E00V-1E-C 07040571 and E00V-1E-C 07023658 to be held pending the outcome of the instant dispute. After meeting with the APWU representative, the Service was advised that the Tacoma reference was only for illustrative purposes and did not include the same issues or facts as the instant dispute. Accordingly, the Tacoma grievances were released from hold and sent back to continue the local grievance processing.

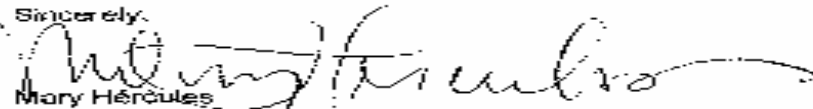
³ Note that "Section 3", referenced in throughout Snow's award is the same provision in the 2005 Agreement, however renumbered as "Section 2."

Last, the Postal Service rejects the APWU's requested remedy. There is no evidence to support the APWU's allegation of any contract violation. It appears that the APWU is attempting to undo the negotiated terms of the Agreement and the decisions in several national arbitration awards. This is simply not the forum to do so.

Based on the foregoing, the Postal Service concludes that there are no contract violations evident in the instant dispute and Article 32.1.B is not the appropriate process to follow when outsourcing involves the highway movement of mail.

Step 4 time limits were waived by mutual consent with the agreement to exchange the 15-day position statements no later than April 18, 2005.

Sincerely,



Mary Hercules
Labor Relations Specialist
Contract Administration (APWU)



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20004

Robert C. Pritchard
Director

Motor Vehicle Service

202/241-4241 (Office)
202/241-8517 (Fax)

National Executive Board

William J. Miller
President

David C. Miller
Executive Vice President

John J. Thompson
Executive Vice President

Greg Bell
Executive Vice President

James T. Miller
Executive Vice President

James C. Miller
Executive Vice President

David C. Miller
Executive Vice President

James C. Miller
Executive Vice President

John J. Thompson
Executive Vice President

James T. Miller
Executive Vice President

David C. Miller
Executive Vice President

James C. Miller
Executive Vice President

Article 15 - 15 Day Statement of Issues and Facts

April 18, 2008

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

Re: APWU No.HQTV20083 , USPS No. Q06V4QC08083304, Cert. No.
7002 2410 0004 7721 7813 – Termination of PVS Operations and
Subcontracting of Motor Vehicle Bargaining Unit Work

Dear Mr. Tulino:

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 or if they fail to meet within 30 days, 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:

When the Employer is considering such contracting, it is required to meet with the Union while developing the initial Comparative Analysis report pursuant to Article 32, Section 1.B, of the National Agreement. The Employer is required to consider the Union's views on costs and other factors, together with proposals to avoid subcontracting and proposals to minimize the impact of subcontracting. A statement of the Union's views and proposals must be included in the initial Comparative Analysis report related to the subcontracting under consideration.

A case in point is the conversion of all PVS work in Tacoma, Washington, to Highway Contract Route (HCR) work. The Employer developed and completed its Comparative Analysis evaluating costs and factors not included on the Form 5505 without meeting with the

Mr. Doug Tulino

April 18, 2008

Page 2

RE: Termination of PVS Operations and Subcontracting of Motor Vehicle Bargaining Unit Work

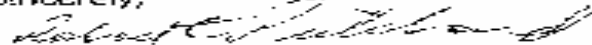
Union. The Comparative Analysis was explicitly labeled as a document that should not be provided to the APWU at either the national or local level. The Comparative Analysis was completed by June 22, 2005 and submitted to Postal Service Headquarters on June 24, 2005 without the opportunity for Union input and gave no consideration to the views of the Union. In the case of Tacoma, the Comparative Analysis was not provided to the Union until January 10, 2008.

It is the APWU's position that failure to adhere to the provisions of Article 32, Section 1.B, constitutes a violation of the collective bargaining agreement. The remedy for these violations would be, but would not be limited to, that any PVS subcontracting that resulted in the conversion of PVS to HCRs since December 18, 2001 should be cancelled, the work in question returned to the Postal Vehicle Service, and that all adversely affected employees be made whole.

The parties mutually consented to extend the time limits for exchanging 15-day letters no later than April 18, 2008.

Please contact me if you wish to discuss this matter.

Sincerely,



Robert Pritchard
Case Officer

APWU #: HQTV20083
USPS #: Q05V4QC08083204

Dispute Date:
Contract Articles: 32. Subcontracting;

cc Industrial Relations

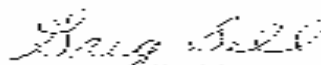
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to the Union until January 10, 2008.

It is the APWU's position that failure to adhere to the provisions of Article 32, Section 1.B, constitutes a violation of the collective bargaining agreement. The remedy for these violations would be, but would not be limited to, that any PVS subcontracting that resulted in the conversion of PVS to HCRs since December 18, 2001 should be cancelled, the work in question returned to the Postal Vehicle Service, and that all adversely affected employees be made whole.

Please contact Motor Vehicle Division Director Bob Pritchard to schedule a meeting on this dispute within thirty (30) days in accordance with Article 15, Section 4.D of the National Agreement.

Sincerely,


Greg Bell, Director
Industrial Relations

APWU #: EQTV20083
Dispute Date: 1/24/2008

Case Officer: Robert Pritchard
Contract Article(s): 32, Subcontracting

cc: Resident Officers
File

GB/AB

Field Level
Notification

McClusky, Joseph F - Windsor, CT

From: Craven, James M - Windsor, CT
Sent: Friday, October 19, 2007 10:49 AM
To: Walcott, Miles P - Providence, RI
Cc: Pugliese, Michael F - Hartford, CT; SALOIS, RENE J; Imbler, William R - Windsor, CT; Monamara, Francis E - Buffalo, NY; Modonough, Lawrence T - Boston, MA; Salzo, Anthony Jr - Windsor, CT; LoPreste, Robert J - North Reading, MA; Panek, Joseph F - Syracuse, NY; Tierney, Edward J - Windsor, CT; Adamski, Felicia A - Windsor, CT; Benson, Vicki L - Windsor, CT; McClusky, Joseph F - Windsor, CT; Miller, Cheryl M - Windsor, CT; Lilly, Daniel J - Albany, NY; Persson, Mark D - North Reading, MA; Calazzo, Thomas A - Portland, ME; Marvin, Connie M - Boston, MA; Wichert, Deborah A - Providence, RI; Elliott, Donohue - Hartford, CT; Filipski, Gregory M - Buffalo, NY; Papa, David J - Bedford, NH

Subject: FW: Postal Position re Article 32, section 1, part C

Miles:

Attached is the response I received from USPS HQ Labor Relations regarding your question after the union provided us with e-mail messages (from Mr. Currie) who is NOT in Labor Relations at HQ..... Patrick Devine (Labor @ HQ) copied me on this message that he was sending out to all the Area LR Managers due to the misleading advice sent out by Mr. Currie.

I've also copied all LR Managers, NEA and the Maintenance Manager, NEA so they will all have a proper understanding of the Article 32 language. Thanks again for bringing this matter/misunderstanding/improper advice to my attention! Last....Please ensure that such "notifications" are in writing with some proof (delivery confirmation ///Return Receipt etc.) to avoid arguments post facto that the union was///was not "notified".

JG

-----Original Message-----

From: Devine, Patrick M - Washington, DC
Sent: Friday, October 19, 2007 8:45 AM
To: Knighton, Alexis V - Gaithersburg, MD; Mlakar, Michael R - Bloomingdale, IL; Malizia, Stephen C - Eastern Area Office; Johnston, Gary W - New York, NY; SALOIS, RENE J; Thomas, Mike W - San Diego, CA; Lance, Eloise - Memphis, TN; Hambalek, Lisa - Dallas, TX; DeHate, Kenneth A - Denver, CO
Cc: Dockins, John W - Washington, DC
Subject: Postal Position re Article 32, section 1, part C

Hi-

John has asked that we send along clarification on the new Article 32.1,C language. The new language was explained at length at the various Joint training sessions and follow-up contact has resulted in unanimous and oft repeated counsel/advice that notification is required only for outsourcing which comes from above the Local level, as high as the National level. A recent email traffic appears to have caused some confusion. Allow me to clarify, as follows:

Article 32, section 1, part C states:
When a decision has been made at the Field Level to subcontract bargaining unit work, the Union at the Local level will be given notification.

At negotiations, the Union complained that Local union officials were not always aware of national outsourcing initiatives and would be completely surprised when such national initiatives arrived at the door of their facility. Common examples include the deployment of mail processing equipment, whose installation was outsourced to a third-party, usually the manufacturer of the equipment. When the equipment arrived, the Local would know little or nothing about the outsourcing.

As a courtesy, it was decided that Local unions should be given notification to avoid undue conflict between the parties. Local maintenance managers, who were part of the negotiations team, advised that these notifications were usually already given on the OSHA notice at the facility (e.g. "ABC Company will be here from date certain to date certain"). After negotiations, we advised against a written notification so as to avoid precedent, but conceded that a writing would document that notification had taken place.

Unfortunately, some confusion has stemmed from the use of the term "Field." The APWU has insisted that "Field" equals Local, and has demanded notification at times for every single possible Local subcontracting scenario.

The Postal Service position has been consistent: if "Local" had been intended, the word "Local" would have been used (twice).

Instead, "Field" was used. The term "Field," as discussed with the APWU at the Article 32 discussions during negotiations, is a term found in the "Guidelines for Considering National Outsourcing Initiatives." These guidelines were updated in September 2005.


Exhibit II of the Guidelines contains the February 11, 2002 "Checklist for Considering Outsourcing Initiatives Field Level." The document explains at length the "...steps/work tasks and documentation for completion and submission to the national level for concept review and approval." Obviously, Local outsourcing projects do not require "submission to the national level for concept review and approval."

Further, the document goes on to set forth the "Preparatory Requirements" for Field Level outsourcing initiatives. These include presentation to SIAG, the development of a Comparative Analysis (required only when there is significant impact to the bargaining unit), and a review by Finance. Again, these are not Local outsourcing projects.

For these reasons, despite claims to the contrary by the APWU, the position of the Postal Service has been that Local outsourcing projects (tire changes, window washings, etc) do not require notification.

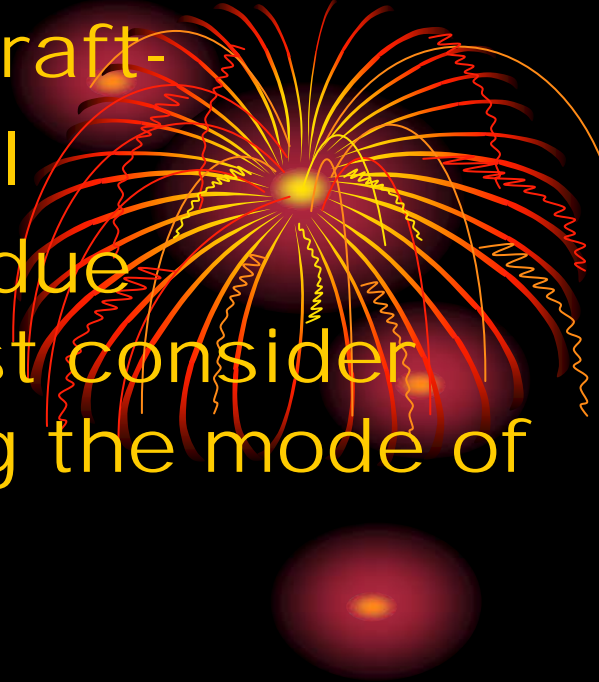
I hope this helps. Please let me know if you need anything further.

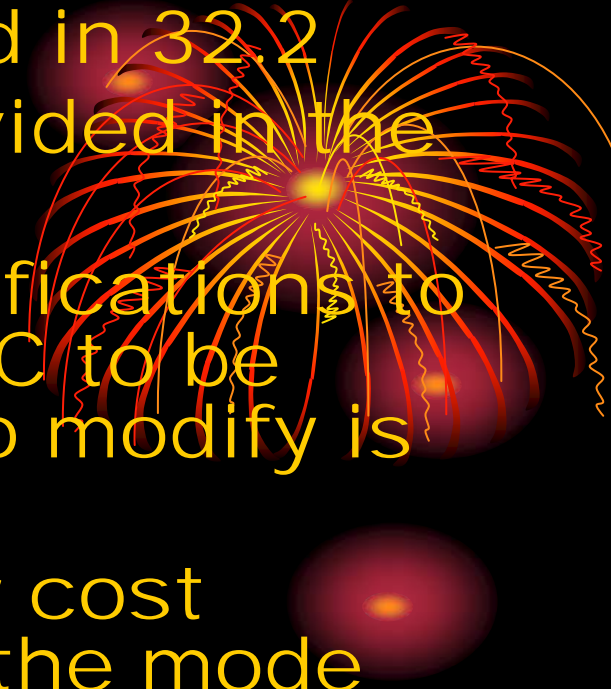
Patrick Devine (202) 268-5421

- 
- Article 32.1 applies to all subcontracting violations.
 - Subcontracting violations in the Motor Vehicle Craft are typically divided into Violations of Article 32.1 and Article 32.2. HCR contracts not covered by 32.2 are covered by 32.1.
 - For the purpose of this training we will divide the violations between the Vehicle Maintenance Facility (VMF) and Postal Vehicle Service (PVS).

Article 32.2 Motor Vehicle Craft- Highway Movement of Mail

- 32.2A requires five factors of due consideration the service must consider when evaluating and selecting the mode of highway transportation.
- 32.2B provides the time frame for exchanging information on the cost analysis for HCR contracts listed in 32.2H. When the union requests a subsequent meeting the contract can not be awarded until after the meeting.



- 32.2.C for HCR routes covered in 32.2 list the information to be provided in the manner outlined in 32.2.B.
 - 32.2.D requires contract modifications to the information listed in 32.2.C to be provided when the decision to modify is made.
 - 32.2.E outlines the factors for cost comparisons when selecting the mode of transportation.
 - 32.2.G sets the criteria for evaluating HCR proposals.
 - 32.2.H Covers HCR contract extensions, renewals, PVS conversions, and/or new contracts. All subcontracting not covered by 32.2 are subject to process in 32.1
- 

- Please reference the attached July 18, 2006 National Sign-off case # QOOT-4Q-C-05060577. This Step 4 settlement places the obligation and responsibility on local management to give due consideration when evaluating the need to subcontract, "Therefore it is local management's responsibility to demonstrate to the local union that it gave due consideration to the factors in Article 32.1 of the National agreement in evaluating the need to subcontract. It is also local management's responsibility to fulfill the request for information when submitted by the local union."

- This National Step 4 Settlement sets precedent. Subcontracting information requested and not fully disclosed violate the terms of this national settlement as well as CBA Articles 15, 17, 31 and 32. Information requests are the cornerstone of every subcontracting grievance.





Mr. Gary Klopfer
Assistant Director
Maintenance Division
American Postal Workers Union
AFL-CIO
1300 L Street, NW
Washington, DC 20005-4126

RE: Q00T-4Q-C-05060577
Class Action
Washington, DC 20260-4126

Dear Mr. Klopfer:

Recently, we met to discuss the above captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the Postal Service violated Article 32.1 of the National Agreement and Section 530 of the Administrative Support Manual (ASM) when it subcontracted out the modifications for equipment in Bulk Mail Centers under the Equipment Enhancement Project Phases I & II.

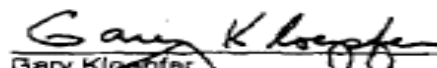
After reviewing this matter the parties mutually agree that no national interpretive issue is fairly presented in this case. Modifications made under the Equipment Enhancement Project Phases I & II to the BMCs were site specific, and as such, decisions were made locally regarding the subcontracting of these modifications. Local Management is responsible for giving due consideration to public interest, cost, efficiency, availability of equipment and qualification of employees when it evaluates its need to subcontract. Therefore, it is local management's responsibility to demonstrate to the local union that it gave due consideration to the factors in Article 32.1 of the National Agreement in evaluating the need to subcontract. It is also local management's responsibility to fulfill Request for Information when submitted by the local union.

Accordingly, we agreed that all grievances at this level regarding the BMC Enhancement Project are to be returned to the same stage from which they were referred.

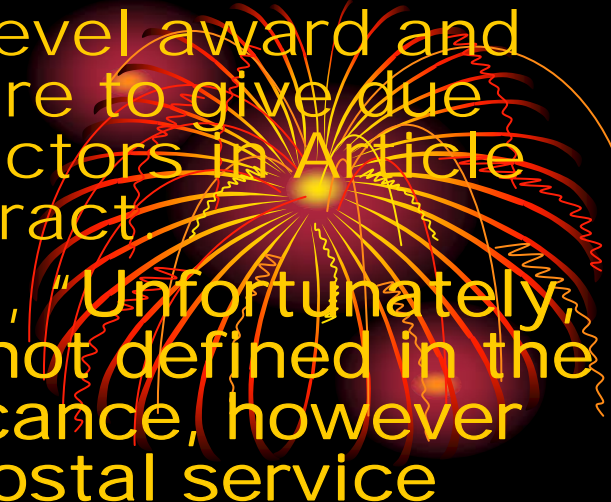
Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to settle this case.


Sincerely,


Rodney J. Lambson
Labor Relations Specialist
Contract Administration

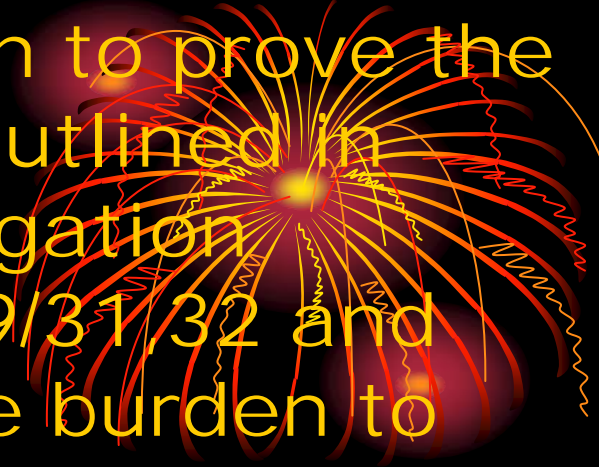

Gary Klopfer
Assistant Director
Maintenance Division
American Postal Workers Union,
AFL-CIO

Date: JULY 18, 2006

- 
- Case # H8C-NA-C 25 is a national level award and establishes a violation for the failure to give due consideration, including the five factors in Article 32 prior to the decision to subcontract.
 - Arbitrator Mittenthal stated in part, "Unfortunately, the words 'due consideration' are not defined in the National Agreement. Their significance, however, seem clear. They mean that the postal service must take the five factors mentioned in Paragraph A in determining whether or not to contract out surface transportation work. To ignore these factors or to examine them in a cursory fashion in making the decision would be improper. To consider the other factors, not found in Paragraph A, would be equally improper. The Postal service must, in short, make a good faith attempt to evaluate the need for contracting out in terms of the contractual factors. Anything less would fall short of 'due consideration'.
 - Thus, the Postal Service's obligation relates more to the process by which it arrives at the decision than the decision itself..."

- 
- In National Award, Arbitrator Carlton Snow in case # s H4V-NA-84-87 and H7C-NA-C-1, 3, 5 determined that the five factors are not weighted.
 - Mittenthal determined the manner conducted rather than the actual decision Snow ruled none of the five factors outweighed the other. Cost could not be the predominant and/or only factor considered. As it relates to due consideration national decisions coupled with the Step 4 impose specific procedural restrictions on the Services right to subcontract.

- Initially it is the union's burden to prove the service violated the process outlined in Article 32. The unions investigation coupled with Article 15, 17, 19/31/32 and the Step 4 settlement shift the burden to the service to **demonstrate** (not just claim), when evaluating the need to subcontract (prior to the decision) they gave due consideration to the five factors. The union must initiate an investigation and invoke (Articles 15/17/19/31/32). Remember; request that the service demonstrate when evaluating the need to subcontract it gave the union due consideration and a meeting prior to the decision.



- In national award case # HOC-NA-C-21 Shyam Das wrote the employers position, "Both with regard to subcontracting in general and with regard to contracts for highway movement of mail in particular, **Article 32 requires** that the Postal Service give "**due consideration**" to public interest, cost, efficiency, availability of equipment and qualification of employees. The **Postal Service** also **must** comply with the procedural obligations to **give opportunity for discussion.**"



- Regional case # A00V-1A-C 0211936 Fritch ruled:

"It should be noted the Union's request for information concerning HCR # 11330 was made the day after the Step 1 was made after the Step 1 was filed. This request that was initialed and signed by the Craft Director on March 28, 2002, asking for information concerning the contract that was let for the Bronx Hasp including the scope of the contract; the equipment requirements; a copy of the contract and the cost comparison. It is clear given the date of the step 1 Grievance Outline Worksheet, the complete information regarding the contract was not in the hands of the union at the time this form was prepared since the preparation date was March 27, The remedy because of the unions requests for information is as follows; "Therefore, the runs contained in the March 9, 2002 HCR # 11330 must be given to the Motor Vehicle Craft to comply with the aforementioned grievance award.

- Regional award case # S7V-3W-C 32838
Patrick Harden references Earl William's award S1V-3UC- 42697 that directed the service to terminate the contract and return the work to the bargaining unit. Arbitrator J. Sherman discusses specific obligations placed on the service when faced with the decision between performing work "in-house"- "due consideration". The remedy speaks volumes and states in part-, "I conclude the remedy should be allowed not only because the evidence showed a violation, but also because the National Agreement provides that, in the grievance process, the Union is entitled to know chapter and verse about Management's decisions to subcontract."

- Patrica S.Plant- C98V-4C-C00176234
Award summary page#1

Ruled that management's failure to respond at Step 2 is an admission by management that the grievance is timely and the relevant facts cited in the grievance are true



- Postal Operations Manual
- 532.1 General
- There are three types of highway transportation contracts:
- Regular, Temporary, and Emergency
- Under each of these contract arrangements, service is procured for mail transportation (surface transportation).
- Transportation contracts provide service between postal facilities, mailer plants, and similar facilities.

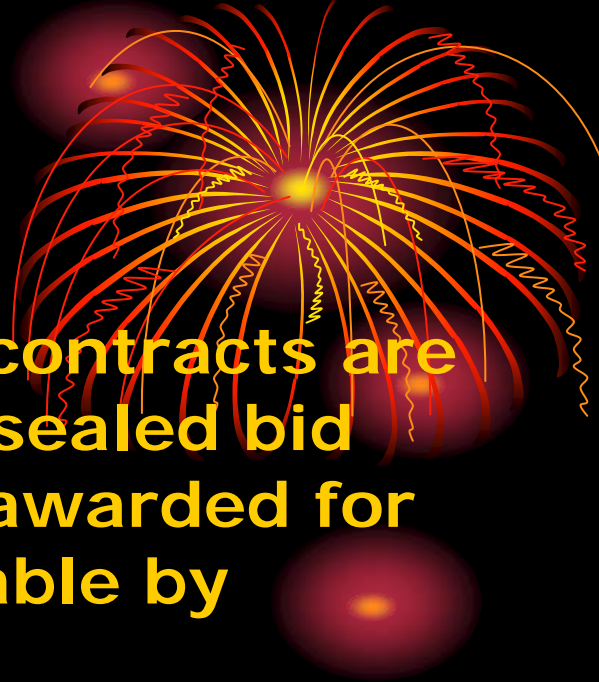


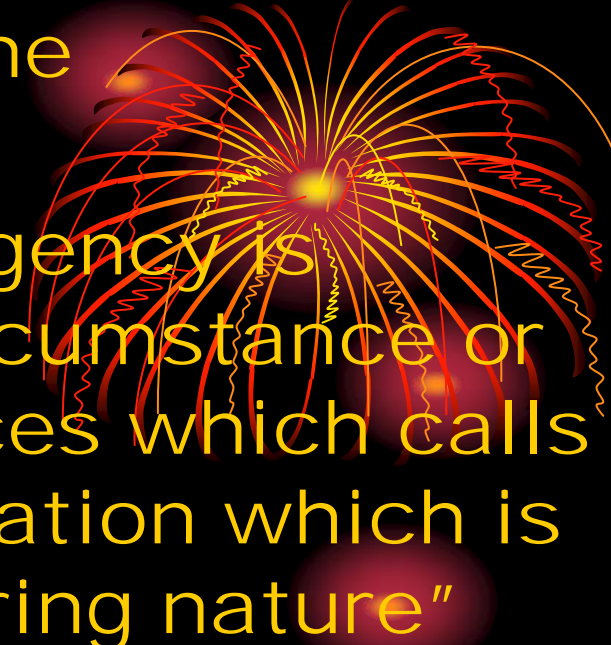
Postal Operations Manual

532.2 Regular

Regular highway transportation contracts are awarded through a competitive, sealed bid process. Contracts are normally awarded for a term of 4 years and are renewable by mutual agreement.

An indemnity clause makes the Postal Service liable for the indemnity payment in the event the contract is terminated (for other than default) by the Postal Service before its scheduled expiration date. Subcontracts are usually referred as annual events and payments usually made monthly including extra service.



- 
- The JCIM Article 1 and 3 define "Emergencies"
 - It is understood that an emergency is defined as "an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature"
 - This substantially limits the scope of an emergency. Emergency conditions are referenced in the procurement manuals. This also prohibits the services from the self proclaimed 'emergencies' designed to let HCR contracts on a temporary and/or emergency basis to avoid the process in Article 32.2

Postal Operations Manual

532.3




Temporary HCR contracts are not automatically subject to the notification process in Article 32.2.

These violations are usually subject to Article 32.1.

Temporary contracts may be used only when (a) the need for the Service is expected to be two years or less, or (b) the need for service has been established, but the duration, frequency, or volumes of mail are not certain.

Temporary contracts must be replaced with competitively awarded regular contracts as soon as service requirements are established.

- 
- Temporary HCR contracts usually carry no indemnity provisions and/or terminate within 30-days upon written notice by either party. Normally they may not exceed 2 years in term. A one-time renewal term is allowed, not to exceed 2 years.
 - There are specific criteria to be met to let temporary contracts. Article 32 is violated when temporary HCR routes do not meet the criteria and were created to avoid the process in Article 32.2.

Postal Operations Manual

532.4 Emergency



Emergency HCR routes are not usually subject to the notification process in Article 32.2. When these contracts do not meet the criteria and are let to avoid the process in Article 32.2 the contract has been violated and a grievance must be filed.

- Emergency transportation contracts are entered into to meet unusual needs when an emergency occurs that interrupts normal transportation services, such as a catastrophic event, strikes or labor disputes, death of a contractor and the estate will not continue service, suspension or removal of a contractor, or generation of unexpected mail volume.





- No emergency contract may remain in effect for more than 6 months without the approval of the next higher level of contracting authority. Emergency contracts may not be renewed and do not normally require national notification. The contract is violated when HCR's are let to avoid the process in Article 32.2.

Highway Contract Route (HCR) PO-501



230 EMERGENCY SERVICE CONTRACTS


231 DEFINITION

Emergency service contracts are those made for transportation services when emergency conditions or time do not warrant or permit procurement of regular service.

- 232 TERMINATION

- Emergency contracts must be terminated when the emergency ceases and the U.S. Postal Service (USPS) is able to secure the transportation service under normal procedures.



- GUTTING
 - This issue directly involves the transfer highway transportation work being currently performed by the bargaining unit converted/transitioned from PVS to HCR. You will see as per Article 19 that the proper remedy for these violations is to return the work to the bargaining unit. The example of gutting is when work that was performed by PVS has been converted from PVS to HCR and a PVS assignment has been eliminated.
- 

UNITED STATES POSTAL SERVICE

Washington, DC 20260

DATE: JUL 5 1993

OUR REF: DT350:JFBell:mtg:20260-7132

SUBJECT: Rocky Hill - MVS/HCR Conversion

TO: Bill Ayers, Manager
Springfield TMSC

The subject service came to this offices attention via a letter from the APWU - Motor Vehicle Divisions. As a result of our review it was determined that subject service placed on HCR06031 was derived from "gutting" established PVS runs.

This office conferred with Ed Gentile on June 22 and advised him that actions taken in adding Rocky Hill to HCR06031 was in direct conflict with our policy on PVS conversions. Mr Gentile was advised to place it back on PVS and pay subject contractor indemnity.

Your package dated July 19th for reconsideration has not presented any additional information that would reverse our decision. It appears instead of having nine schedules that encompassed Rocky Hill we now have one condensed schedule. We are confronted with the same problem and that is we are picking and choosing from a PVS schedule to add Rocky Hills service to HCR 06031.

You are therefore to leave Rocky Hill on PVS and delete from HCR06031 and pay contractor appropriate indemnity.

(Signed) John F. Bell

John F. Bell
Senior Transportation Specialist
Surface Contracts Management Division
Office of Transportation and
International Services

Attachments

- #1 9 5443's
- #2 June 18th letter from APWU
- #3 July 11th letter from Hqs LRD

Gutting letter from John F. Bell states:

This office concurred with Ed Gentile on June 22 and advised him those actions taken in adding Rocky Hill to HCR 06031 was in direct conflict with our policy on PVS conversions. Mr. Gentile was advised to place it back on PVS and pay subject contractor indemnity.

A note here, **indemnity** is a term and basically amounts the balance of the liability due to the private contractor. Usually only applicable to regular and/or permanent HCR contracts.





UNITED STATES POSTAL SERVICE
ROOM 9C14
475 L ENFANT PLAZA SW
WASHINGTON, DC 20005-4128
202-261-2200
FAX 202-261-2201

JOSEPH J. MAHON JR.
Assistant Postmaster General
Labor Relations Department

September 20, 1990

MOTOR VEHICLE
DIVISION
APWU

90 SEP 28 10:56

Mr. Donald Ross
Director, Motor Vehicle Division
American Postal Workers
Union, AFL-CIO
1300 L Street, NW
Washington, DC 20005-4128

Dear Mr. Ross:

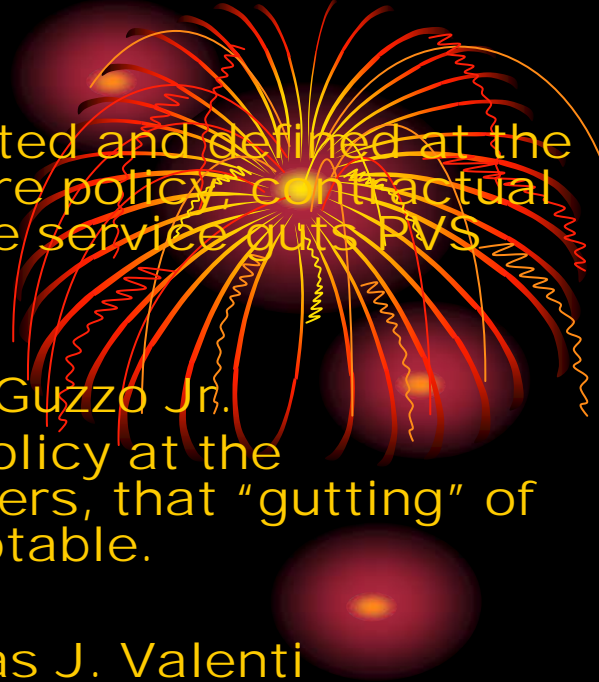
This letter is in response to your August 24 correspondence and subsequent September 11 meeting with Peter Sgro of my staff regarding alleged "gutting" of PVS routes in Philadelphia to solicit for Highway Contract Route (HCR) service.

After reviewing the package, the Postal Service has concluded that the stated policy not to "gut" PVS service in order to solicit HCR service was violated, and, in rectifying the situation, has directed Philadelphia to return the service to PVS.

If there are any questions concerning this matter, please contact Peter at 268-3824.

Sincerely,

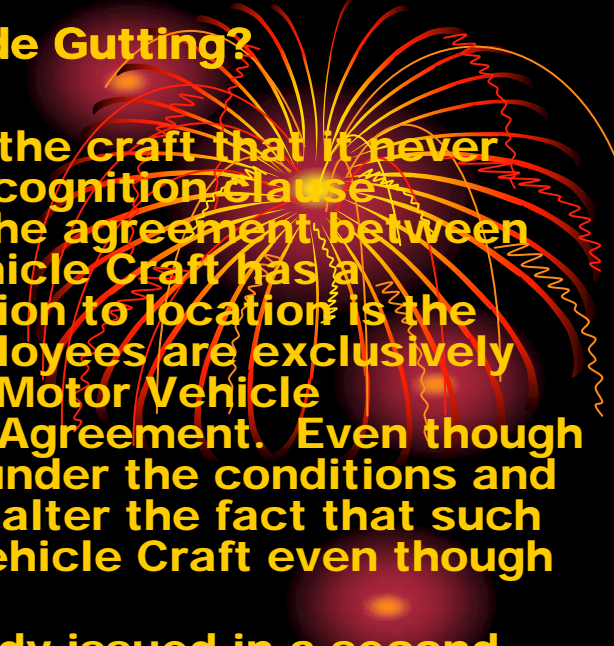
Stephen A. Moe, Acting
Assistant Postmaster General



- The contractual policy of no "gutting" was created and defined at the headquarters level. The following directives are policy, contractual obligations and a violation of the CBA when the service guts PVS routes.
-
- Gutting Letter dated July 23, 1990- Michael J. Guzzo Jr.
- You are correct in your understanding of the policy at the Transportation Management Office, Headquarters, that "gutting" of PVS service to award runs to HCR is not acceptable.
-
- Gutting letter dated November 23, 1992 Thomas J. Valenti
- Specifically this contract incorporated work which had previously been performed by Postal Vehicle Service (PVS). As discussed, this solicitation has been cancelled and PVS has resumed their previous work. A new BCR schedule will be issued minus the PVS work.
-
- Gutting letter dated September 28, 1990- Stephon A. Moe
- After reviewing the package, the Postal Service has concluded that the stated policy not to "gut" PVS in order to solicit HCR service was violated, and, in rectifying the situation, has directed Philadelphia to return the service to PVS.

The policy at the USPS Transportation Management office, Headquarters, is that “gutting” of PVS service to award HCR runs is a contract violation.

- **How does the union document a grievance on the gutting of PVS work?**

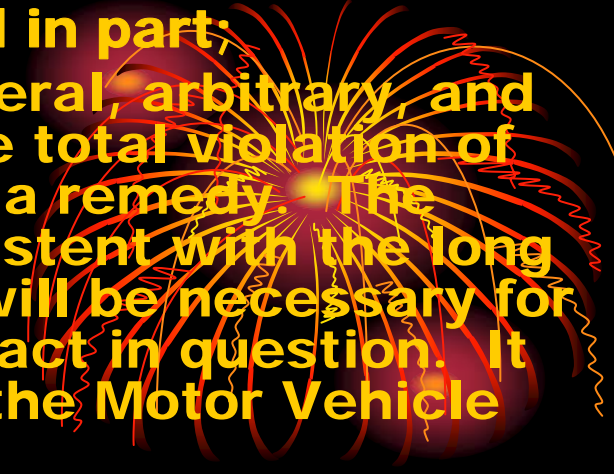
- 
- How have arbitrator ruled on violations which include Gutting?
 - Thomas Fritch case # A00V-1A-C 02119636
 - "Secondly, the claim that the work was returned to the craft that it never had displays a basic misunderstanding about the recognition clause contained in Article 1 that forms the foundation of the agreement between the parties. In those locations where the Motor Vehicle Craft has a presence, the transportation of bulk mail from location to location is the work of Motor Vehicle Craft employees. These employees are exclusively represented by the American Postal Workers Union-Motor Vehicle Employees, as specified in Article 1 of the National Agreement. Even though the service has the right to contract out that work under the conditions and within the requirements of Article 32, that does not alter the fact that such work still falls under the jurisdiction of the Motor Vehicle Craft even though it was subcontracted."
 - That award summary speaks volumes and is a remedy issued in a second arbitration. The first award articulates the violation in detail.
 - "In the instant matter, the service established a regular contract for the run in question in January 1992; renewed the contract until June 30, 2001 when it inexplicably changed it to a temporary contract. It is noted that neither of the conditions for a temporary contract according to the Service's own procurement publication existed at either time the temporary contract was let. The service then used this unexplained change as a primary reason for denying the instant grievance. It appears that by the process of elimination, the only feasible reason for the Service change to a temporary contract was to avoid the requirements of Article 32.2 that it did not even bother to follow when the contract was let on a regular basis, according to the memorandum from the national Motor Vehicle Director to the national Manager of Contract Administration that did not contain any reference to the notification concerning the contract in question.
 - In view of the foregoing, the instant grievance is sustained. In regard to the remedy, the union requested that the runs be returned to the Motor Vehicle Craft. That remedy is granted.

- Fritch case # A94V-AC 99195434 ruled:
"For this reason, the Service, if it had followed its own rules, should have either looked into the alleged irregularities cited by the MVS drivers, corrected them if they existed and continued to use the craft to do the work or have drawn up a regular contract for review by the union at the national level in accordance with the provisions of Article 32.2 of the National Agreement. The Service's actions in this matter in not choosing either of these alternatives were in violation of that provision of the labor contract and associated contracting manuals." Part of the issue as written by the arbitrator from the start is duplicated in the award but on point. "It was found the Service had two choices in the matter. The first would involve correcting facility and unloading irregularities identified by Motor Vehicle Craft employees and returning the work to them. The second would be subject to the review process outlined in Article 32.2 of the National Agreement. Since the Service chose neither of these alternatives' it was found that it was in violation of Article 32."

- Arbitrator I.B. Helburn case # G94V-4G-C 96028385, 96060783, and 97099652
- In addition, it is clear that the service violated its own policy. That policy is stated in a September 20, 1990 letter from Assistant Postmaster General Stephen A. Moe to Donald Ross, Director, Motor Vehicle Division of the APWU. The letter sets forth the Postal Service policy "not to 'gut' PVS service in order to solicit HCR service" (JX-2). Random House Webster's College Dictionary defines "gut" as "to remove the vital or essential parts from " @ 597) The definition reflects common usage. When inter-city routes were removed from the craft and significant changes in schedules and hours, including non-scheduled days, of intra-city routes were made, a multitude of jobs having been first abolished, it can only be concluded that PVS service was gutted specifically to allow solicitation of additional HCR service. The Union has more than met its burden of proof on this point."

Earl Williams case # S1V-3U-42697 stated in part:

Summary- Based on the shockingly unilateral, arbitrary, and capricious behavior, which resulted in the total violation of the agreement, it is necessary to fashion a remedy. The Arbitrator will fashion one, which is consistent with the long traditions of case law. Consequently, it will be necessary for the Postal service to cancel the subcontract in question. It follows that the work will be returned to the Motor Vehicle employees'.

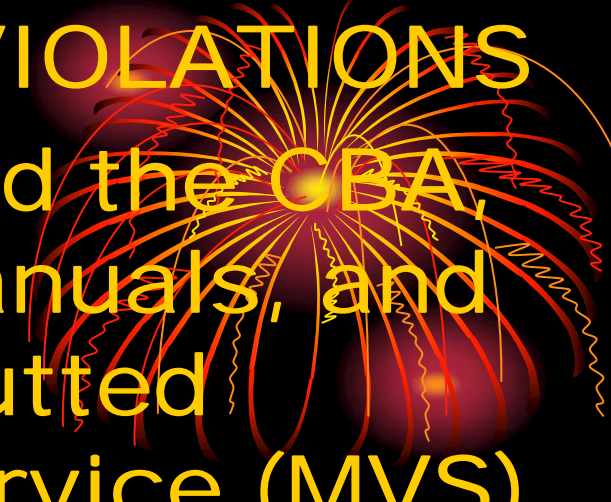


Arbitrator Miles case # H94V-1H-C 98010993


The grievance in this matter is sustained. It is found the Postal Service violated the provisions of Article 32 when it unilaterally subcontracted or transferred bargaining unit work from MVS drivers. This arbitration also details information requests.

Arbitrator Anderson case # H94V-1C 98010822

This issue to be decided in both cases is whether the service violated the National Agreement when they contracted out the mail transportation duties formerly performed by the bargaining unit. If so, what shall the remedy be? The arbitrator terminated the HCR, returned the work to the bargaining unit and made the craft whole.

- 
- HCR TRANSPORTATION VIOLATIONS
 - The postal service violated the CBA, Article 32, handbooks, manuals, and publications when they gutted existing Motor Vehicle Service (MVS) and converted them to Highway Contract Routes (HCR) and did not follow the mandates of the procurement manuals and give due consideration prior to the decision to contract out work historically performed by the bargaining unit and derived from established PVS runs.

1. The USPS did not give due consideration, or a comparative cost analysis, inform and meet with the union, or allow the union input prior to the decision to gut established PVS assignments.




The HCR contracts did not meet the criteria of temporary or emergency and gutting established PVS runs violates postal policy.

2. Article 32 -Pub 41, PO-501, PO-513, POM define the mandates and the directives that must be followed prior to the decision to contract out PVS service.

WRITING THE REMEDY

It is requested that the USPS immediately cease and desist gutting PVS runs. The union will be notified and given all of the information including, but not limited to the comparative cost analysis and demonstrate who, how, and when they gave and discussed due consideration prior to the decision to subcontract. Management will meet with the union and give the union an opportunity for input, prior to a decision to gut or contract PVS work. The craft will be made whole in every way and the work be Immediately returned to MVS.





CONTRACTING WORK (VMF)



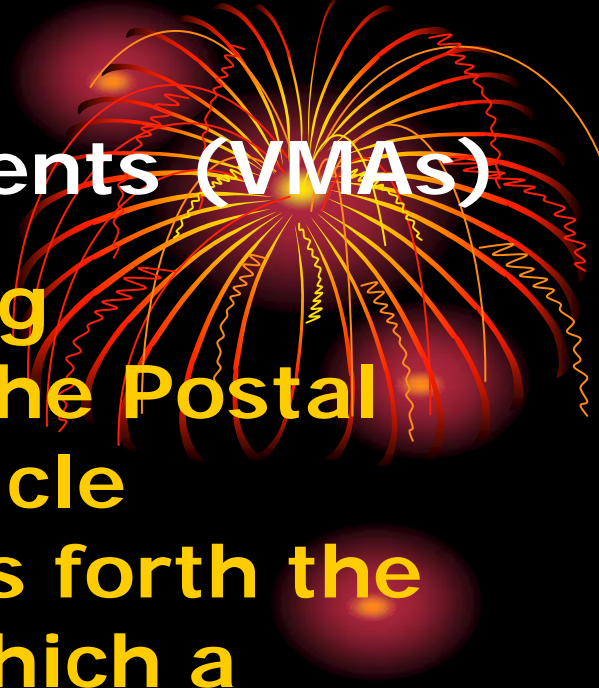
- AS-707A
- Chapter 1
- Section 1.2
- Establish that the Pub 41 is the procurement manual and the AS-707-A is a handbook.
- Section 1.3
- Establish that VMA's (vehicle maintenance agreements) may be requested when vehicle maintenance is not available in house and are subject to the restrictions in section 1.4. Section 1.3.3
- Section 1.4.1
- Establish that VMA's should generally not be used by offices where vehicle maintenance is available in-house. However, when the vehicle maintenance Facility (VMF) cannot meet its requirements, such an office may submit a VMA that justifies the need for supplemental services.

Handbook AS-707 A

Vehicle Maintenance Agreements (VMAs)

A VMA, VRMA, BPA are ordering agreements entered into by the Postal Service and a supplier of vehicle maintenance services. It sets forth the terms and conditions upon which a binding contract may be entered into at a later date, through placement and acceptance of an order.

Postal Service installation heads who do not have vehicle maintenance available in-house may request VMAs in accordance with these procedures.




Chapter 910 of the AS-703 defines
VMA's and application of form 7381.

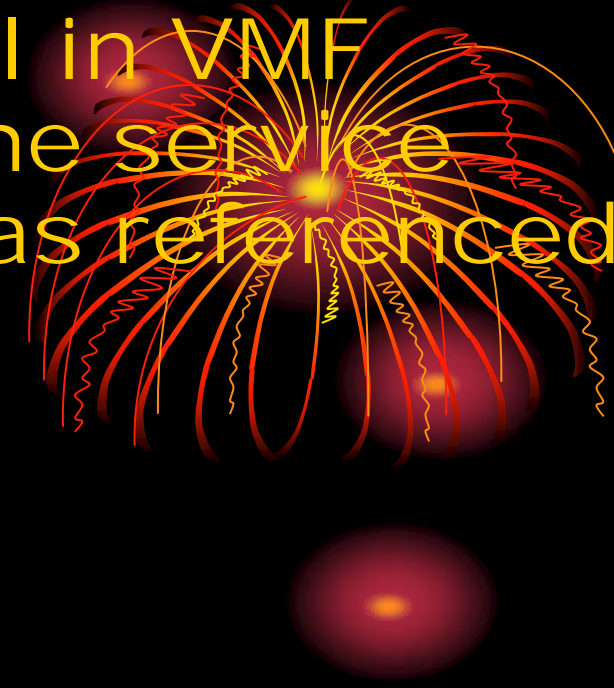
Important note here!

Page 69 section 921.3 of the AS-703
requires an approval of a 7381 and
VMA .

921.3 Approvals- The installation head
must approve all requests for VMA's.
Your division may require additional
approvals. Funds available must be
approved on form 7381.



- 
- 921.4 Use a form 7381 to request a VMA. Worksheets will help you estimate the types of maintenance services you need and the estimated cost of those services. See exhibit 921.4 for a sample form 7381 and worksheets requesting a VMA.
 - In addition to the other information required on the form, be sure to add the following:
 - a. The facility to be served
 - b. The types of vehicles to be serviced
 - c. The types of services required and the number of times they will be needed
 - d. Price estimates
 - e. Recommended suppliers (including their approximate distance from the postal facility)
 - f. A recommended contracting officer's representative

- 
- The ASM is a valuable tool in VMF subcontracting issues. The service has clear cut exceptions as referenced in section 535.11.
 - ASM-535.11
 - Postal Equipment
 - Maintenance of postal equipment should be performed by Postal Service personal, whenever possible. Exceptions are:

- A. Where capable personnel are not available.
- B. When maintenance can be performed by contract and is economically advantageous.
- C. When a piece of equipment is a prototype or experimental model or unusually complex, so that a commercial firm is the only practical source of required maintenance expertise.





March 22, 2006

Mr Robert C Pritchard
Director, Motor Vehicle Division
American Postal Workers Union
AFL-CIO
1300 L Street, NW
Washington, DC 20005-4128

Certified Mail
7002 0860 0006 9347 6435

Dear Bob:

This letter is in response to your March 3 correspondence regarding the appropriate rate for labor costs per hour in a Vehicle Maintenance Facility (VMF) when considering subcontracting.

All of your prior correspondence regarding appropriate labor cost per hour appeared to have questioned the Diamler-Chrysler reimbursable warranty rate that was published in the March 25, 2004, Vehicle Maintenance Bulletin V-05-04. Therefore, all prior responses from the Postal Service addressed the reimbursable warranty rate for that specific contract and not VMF labor cost per hour that should be used for cost comparison purposes when considering subcontracting. Please understand that there is a distinct difference between a reimbursable warranty rates which is tied to a negotiated contract versus the VMF labor rate used by the Postal Service when determining whether it is appropriate to subcontract.

The appropriate VMF labor cost per hour is \$42.24. This is the labor rate per hour used by the Postal Service when determining feasibility of subcontracting. This represents the average rate for a PS-7 Automotive Mechanic.

If you have any additional questions regarding this matter please contact Rodney Lambson of my staff at (202) 268-3827.

Sincerely,


A handwritten signature in cursive script that reads "John W. Dockins".

John W. Dockins
Manager

Contract Administration (APWU)



A union APWU/VMF STEWARD was informed that the USPS intended to contract out shuttling, towing, engine/transmission R&R, bodywork, scheduled and unscheduled service and other VMF maintenance duties as needed.



The USPS states that VMF services are backed up and VMF craft overtime would be eliminated or greatly diminished. It is more cost effective for a contractor to perform this work at \$50.00 an hour, than employees on overtime that make 42.24 an hour on straight time and the O/T rate is over \$64.00 an hour.

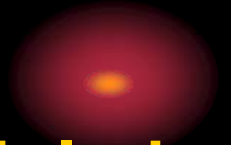
The USPS claims that the craft is not complying with recommended ERT's and mechanics are needed to repair not shuttle vehicles. No full time regular VMF assignments will be lost or effected.


The USPS claims the scheduled services are behind. The truth is that compliment of vehicles have increased.

The compliment of VMF mechanics were recently reduced and positions remain unfilled.


The VMF services are current and the scheduled service in the rears are the services scheduled to be completed by contractors.

The union must request that the USPS fully staff the VMF to compensate for the additional vehicles and continue to perform the work in house.





The USPS violated Articles 5 (past practice), 19 (handbooks and manuals), and 32 (requirement to give 'due consideration') and failed to comply with the mandates of the AS-703 and AS-707A, EL 701, when they contracted out VMF maintenance work that was historically performed by the craft. The USPS failed to furnish and/or conduct a comparative cost analysis.


- 
- The USPS decision to contract out work historically performed in house has not corrected the current situation in the VMF. The contracting out of VMF work has actually created the backlog of services.
 - The work contracted out compromises the safety and integrity of the postal vehicles being maintained. Many of the vehicles contracted must be recalled to be properly repaired in house. Our LDC 32 mechanics are instructed to charge time and parts to other vehicles in the VMF budget to hide the true cost of contractor repairs.

The work performed by contractors does not meet postal standards, creates a safety hazard, and results in call backs.

Many of the costs are hidden and parts are secured in house. In many cases the vehicles are prepped in house and/or shuttled to contractors and those costs are not reflected in the contractors costs.

Those costs are reflected in the VMF budget and adversely impact productivity.

This creates the illusion that the work being contracted out is cheaper and more productive than when performed in house.

- 
- The overtime rate COMPARISON of VMF employees is improper because the benefits of VMF employees is not a factor beyond the 40 hour work week. When the VMF hourly overtime rate properly applied the work performed in house is actually cheaper than the strait time rate.
 - The work orders show the time the contractor takes to perform the same work far exceeds the ERT's in house. Clearly this work can be performed in house more cost effective and efficient and will not compromise the safety of postal employees. All of the information requested has not been fully disclosed, the union's investigation was impeded.

REMEDY FOR VMF VIOLATIONS


Make the craft whole in every way. Immediately cease and desist contracting VMF work. Immediately return the work contracted out to the craft. Fill the vacant positions, return the full time regular LDC 32 mechanic positions and increase the compliment of full time regular mechanics, to maintain the additional postal vehicles added to the fleet.

Exclude all information not provided to the union in the grievance process.



- Glossary of terms and forms you will need to know
- PVS- Postal Vehicle Service
- HCR-Highway Contract Route
- Contractor Indemnity- paid to private contractor when contract terminated- please reference definition in POM and Pub 41 above
- DNO- Distribution and Networks officer
- CO- Contracting officer
- VMF- Vehicle Maintenance Facility
- VMA- Vehicle Maintenance Agreement between service and contractor
- VMRA- add repair to VMA
- BPA- Pricing agreement between the service and contractor
- 7381 is the written request for a VMA



- 4543- vehicle repair order
 - TANS- Transportation/Networks Specialist
 - 5398- Transportation log for Postal transportation
 - 5398A- Transportation log for HCR performance record
 - 5397- Extra trip record for HCR service
 - 5429- Payment for extra service
 - 7409- Notice of acceptance
 - 5443- Contract activity log
 - 4533- PVS schedule-block and run
 - 4570- PVS truck card
 - 7406-Amendment to HCR contract
 - 7407-Basic surface contract provisions
 - 7440- Contract route service order
- 

- STAFFING, POSTING, FILLING VACANT ASSIGNMENTS
- Article 39.2.A.1 POSTING
- Article 39.2.A.1 requires a vacant or newly established duty assignment be posted within 28 days. If the decision is made to revert rather than post, a notice stating the reasons for the reversion shall be posted immediately with a copy provided to the union. If the need to abolish a duty assignment is concurrent with a requested once a year bidding, management must still follow the procedures outlined above prior to the bidding.



Article 39.2.A.6

When requested by the Union, all full-time regular Motor Vehicle Operator, Tractor-Trailer Operator and Vehicle Operator Assistant-Bulk Mail craft assignments shall be posted for bid once each calendar year.



Article 39.2.A.7

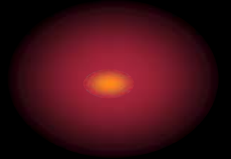
All full-time regular Motor Vehicle Maintenance Craft duty assignments may be posted for bid once each calendar year upon mutual agreement between the parties at the local level.


Absent such local agreement, Motor Vehicle Maintenance Craft duty assignments shall be posted for bid every second calendar year, when requested by the Union.



Article 39.2.A.8

Employees bidding pursuant to 6 or 7 above, may bid only those duty assignments that have the same position designation.



- 
- Article 39.2.A.9
 - Currently qualified part-time regular employees are eligible to be considered for reassignment to residual vacancies as a result of the application of 6, 7 and 8 above.
 - To be eligible for consideration, the part-time regular employee must be senior to the senior part-time flexible employee.

• Article 39.2.A 12

- When there is an opportunity for conversion to a residual vacancy, the senior part-time flexible employees assigned to the same occupational group and grade as the residual vacancy, will be converted into the assignment (except as provided in Article 39.1B.7e). If there is no part-time flexible in the same occupational group and grade, the residual vacancy shall be filled by other means.



Article 39.1.C.8

Abolishment

A management decision to reduce the number of occupied duty assignments in an established section and/or installation.



Procedures for Abolishment



- The following procedures must be used to abolish duty assignments when no longer warranted:
- Management must document the lack of need for the assignment; notify the individual in the duty assignment as well as the union official of the plans and reason to abolish the assignment; and give the effective date.

JCIM page 220 Q&A # 12




- What is an example of a valid reason for abolishing a motor Vehicle craft duty assignment?
- On the effective date of the abolishment, the majority of the work assigned to that duty assignment would no longer be performed.

Abolishment/Reversion defined in JCIM Article 39.1.C.8



- Page # 213 When the number of duty assignments is being reduced in a section and/or installation, **occupied** duty assignments are **abolished** and **vacant** assignments are **reverted**

If a reassignment is required, use the procedures in Article 12.5.C.7. Any decision made by management to withhold vacancies must be communicated to the union as much as six months in advance when possible. (Article 12.5).



The decision to withhold vacancies to accommodate affected or excessed employees may have an impact on employees in other crafts and unions within the installation.

RIGHT TO INFORMATION (JCIM)



The union's entitlement to information relevant to collective bargaining and contract administration is set forth in Article 17.3.

Article 31.3 gives specific rights to stewards to review documents, files and other records, in addition to the right to interview a grievant, supervisors and witnesses.

A request for information should state how the request is relevant to the handling of a grievance or potential grievance.

[illegible]

Steward's Name _____

Steward's Signature _____

Date _____

COST

Handbook AS-353 governs the costs which management may charge the APWU for providing information.

The union may obtain estimates of the cost of providing the information in advance.

The first two hours of research time and the first 100 individual copies are furnished to the union at no charge for each request.

JCIM Article 31 provides hard copies to be supplied electronically when available.



ARTICLE 12.4.B (JCIM) ***STUDIES/REPORTS***

If a study/report (e.g. Function 4, etc.) results in the reassignment of employees outside the craft/installation, a copy of the appropriate study/report will be provided to both the local and regional union and a meeting will take place at the area/regional level.

If local management chooses to make operational changes based on the results of a study/report, local management will notify and meet with the local union to discuss any proposed changes and share supporting documentation, including a copy of the report.

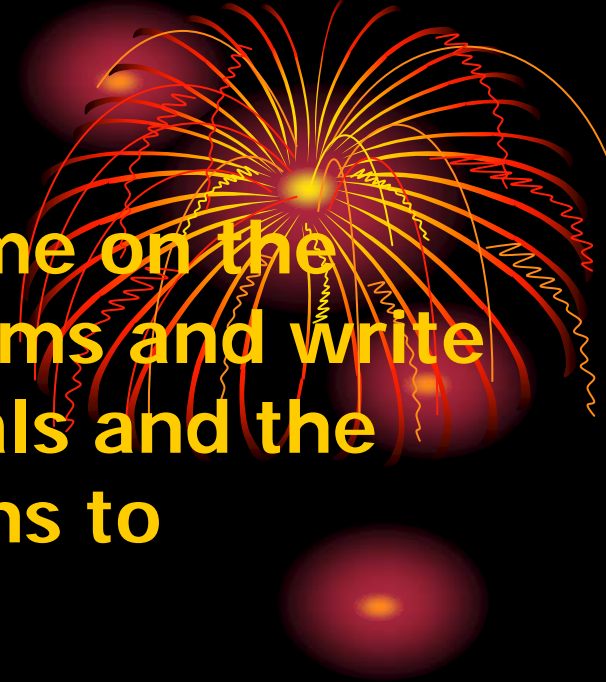


STEWARD RIGHTS



The following outlines basic steward rights:

- **The right to investigate and adjust grievances or to investigate a specific problem to determine whether to file a grievance.**
- **The right to review documents, files, and other records which are necessary for processing the grievance or determining if a grievance exist.**



- The right to reasonable time on the clock to complete grievance forms and write appeals, including Step 3 appeals and the union's additions and corrections to management's Step 2 decision.
- The right to interview the aggrieved employee, supervisors and witnesses.
- All of the above activities are compensable pursuant to Article 17.4.

**On Behalf of the
American Postal Workers Union
Thank you for Coming**



Joe LaCapria

National Business Agent MVS

Liz Powell

**Regional Coordinator
Northeast Region**