



Delivery Confirmation #: 0310 0480 0000 5862 3288

OCT 01 2010

September 27, 2010

Arthur J. Jones
American Postal Workers Union, AFL_CIO
Eastern Montgomery County PAA Area Local 2233
1000 Germantown Pike, Building K-2
Plymouth Meeting PA 19462-2490

Re: Step 2 Denial
Issue: PM/ BUW
Union number: 10 C 03181
GATS number: C06C-4C-C 10355001

Dear Mr. Jones:

On September 17, 2010 I met with you to discuss the above-referenced grievance at Step 2 of our contractual grievance procedure. The matters presented concerning this grievance as well as applicable contractual provisions have been reviewed and given careful consideration.

The issue addressed in this instant grievance is whether Management violated Articles 1.6, 5, 19 and 15 of the National Agreement when the Postmaster at Flourtown Post Office performed bargaining unit work.

The Union contends that management continues to perform bargaining unit work in violation of Article 1.6 and the National level decision rendered by Arbitrator Das. This demonstrates a unilateral action as the parties reached agreements of cease and desist in the past on this same issue. Flourtown Post Office is reducing Bargaining unit work hours that include failing to replace PTF employment all while they have increased the amount of work hours for the Postmaster which have always been zero. From February 27, 2010 to March 12, 2010 Postmaster performed this bargaining unit work as outlined on attached sheets. At the step one management designee, who is the Postmaster, stated show would just deny this one like all the rest because she is a working Postmaster and can perform all duties in her position description as the workload requires. The 2608 was requested but has not been provided. The union again referred to the Das award and explained the importance for management to first identify the historical traditional amount of hours the Postmaster has working in Flourtown. The union was informed at step one the service read over the Das award on 2/25/2010 and that took them to the Garret award which says they can perform all work in the job description. In addition the services has stated since the level of the office was lowered from an 18 to a 16 they can create a new period of historical and traditional time frame. No documentation was provided to support this argument and the union objects as neither award indicates this is true. Without establishing the historical traditional hours worked by management the number is zero and all hours worked by management are in violation of both the Das award and the Collective Bargaining Agreement.

The Union requested remedy is: Cease and desist the practice come into compliance with the Collective Bargaining Agreement, DAS award and hire PTF (s) where necessary. All hours in violation will be paid at the appropriate overtime rate to APWU Bargaining unit employees identified by the union.

It is Management's position the alleged violation does not constitute the requested remedy.

The historical data for Flourtown indicates that the Postmaster never performed bargaining unit work. An operational change occurred in Flourtown when the carriers were removed and consolidated with another facility and only a finance office remains with two regular clerks

The union has not provided any additional calculations regarding the bargaining unit work performed by the Postmaster; nor rebutted the step one contention that the hours identified by the clerk were inaccurate; any monetary remedy should be limited to the work hours identified in the file between March 13, and April 2, 2010 by Postmaster Johnson.

The work identified in the instant case as being performed by the Postmaster does not constitute the hiring of a PTF. Management's right to hire and fill such vacancies under Article 3 governs here. Under that provision, management determines acceptable staffing levels of employees. The Union has no say in such matters.

The Union is seeking to restrict management's rights under Article 3 to decide how to address its hiring needs. Handbook EL-312, section 722 does not restrict management's Article 3 rights under the particular facts of this case.

The file does not contain any documentary evidence of the request for management's 2608. The requested 2608 is being provided as an attachment to this denial.

The union has failed to present a persuasive argument that would support the requested remedy.


Amara Thornton-Brown
Step 2 Representative
Labor Relations Specialist

Attachments:

Johnson 2608 dated 4/23/2010



Grievance Summary - Step 1

1. Grievant's Name (Last, First and Middle Initial)

Class Action APWU,

Forward the original of this form to your Step 2 Management Official. Complete Items 1 through 12 and 21.
If grievance is denied, complete Items 13 through 20. If additional space is required, continue on reverse.
See Handbook EL-921, *Supervisor's Guide to Handling Grievances*.

2. Facility Flourtown Finance Station		3. Craft Clerk		4. Grievant's Title Dis/Window Clerk	
5. Date of a. Incident 03/13/2010		b. Step 1 Meeting 04/23/2010		6. Was Grievance Timely at Step 1? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
				7. Date of Step 1 Answer 04/23/2010	
				8. Union Official A J Jones	

9. Issue (Complaint or Alleged Violation)

Non Bargaining Unit employees (Postmaster) performing Bargaining Unit work during the period of March 13, 2010 to April 2, 2010.

10. Remedy Requested (Specify requirements to resolve grievance)

Union's position is to cease and desist this practice. Come into compliance iwht the Das award and hire PTF (s) where necessary. All hours in violation will be paid at the appropriate overtime rate to APWU Bargaining unit employees identified by union.

11. Decision (Check one) ☐ Sustained ☐ Settled ☒ Denied ☐ Closed ☐ Withdrawn ☐ Other _____

12. Reasons for Decision

No violation of contractual agreement. Management is in compliance with article 1.6B. Performance of distribution tasks as workload requires are listed in EAS-16 Postmaster's job description. Garrett Award re-enforces no violation of CBA.

13. Grievance Data					14. Craft or Relevant Seniority Date	
a. Level 6	b. Step	c. Tour 2	d. Section	e. Pay Location 000		
15. Check One <input checked="" type="checkbox"/> FTR <input type="checkbox"/> PTR <input type="checkbox"/> PTF <input type="checkbox"/> Rural Designation Code _____					16. Off Days	
					17. Work Schedule	

18. Background (State all relevant information and attach all supporting documents)

Union contends that from March 13 to April 2, 2010 management performed bargaining unit work in violation of CBA and national level arbitration award rendered by arbitrator Das. Flourtown PO is reducing bargaining unit work hours in the clerk craft while they have increased the amount of work hours for the postmaster.
Management contends that Das Award sites references to Garrett Award (on page 25 paragraph 2) that supports management's position(Garrett Award-page 38 paragraph 67). As in previous grievances, Management contends that the documentation submitted by the union do not accurately reflect the time used to perform the work. Further, there are no vending machines at Flourtown, therefore, there can be no hours worked on vending for 3/17/10. Additionally, Grievant's scheduled day off was on 3/20/10, therefore, he can not justify or prove or grieve alleged work hours in his absense.

19. Management's Position

No violation of Article 1.6 of CBA. Management is in compliance with Article 1.6B. Das Award references Garrett Award (page 25 paragraph 2) that supports management's position(Garrett Award-page 38 paragraph 67). Documentation submitted by union are not accurate. Union has failed to provide specific article violation from Articles 5, 15, 19. Step 1 grievance denied. Amara Thornton, Brown will be the Step 2 designate.

20. Union's Position

Union contends that from March 13 to April 2, 2010 management performed bargaining unit work in violation of CBA and national level arbitration award rendered by arbitrator Das. Flourtown PO is reducing bargaining unit work hours in the clerk craft while they have increased the amount of work hours for the postmaster.

21. a. Management Official (Name and Title) Cheryl A. Johnson Postmaster		21. b. Telephone Number 215-233-1888		21. c. Signature 	
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