



## American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

May 26, 2006

William Burrus  
President  
(202) 842-4246

Doug Tulino  
US Postal Service  
475 L'Enfant Plaza, SW  
Washington, DC 20260-4100

Re: Case No. HQTC20061  
APWU 15-Day Letter on Step 4 Dispute  
Concerning Customer Service Facilities  
Employing Workers Not In An APWU Bargaining  
Unit

#### National Executive Board

William Burrus  
President

Cliff "C.J." Guffey  
Executive Vice President

Robert L. Tunstall  
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Greg Bell  
Industrial Relations Director

Jim" McCarthy  
Director, Clerk Division

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Director, Maintenance Division

Robert C. "Bob" Pritchard  
Director, MVS Division

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Central Region

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Eastern Region

Elizabeth "Liz" Powell  
Northeast Region

Terry R. Stapleton  
Southern Region

Omar G. Gonzalez  
Western Region

Dear Mr. Tulino:

In accordance with Article 15.2 (Step 4) of the National Agreement, I am writing to provide you with a statement of the APWU's understanding of the issues involved in this case and the facts giving rise to the dispute. This dispute is based on three class action grievances from Enid, Oklahoma, numbered G90C-4G-C-94016792; G90C-4G-C-94016793; and G90C-4G-C-94016795.

As you are well aware, Postal Handbooks and Manuals govern the operation of Contract Postal Units (CPUs). Under Article 19, the Postal Service is required to comply with the provisions of its Handbooks and Manuals when, as in the case of the provisions governing CPUs, the Handbooks or Manuals directly relate to wages, hours or working conditions.

When customer service facilities do not meet the criteria for CPUs under postal Handbooks and Manuals, they are postal facilities, and APWU craft work in these facilities must be assigned in accordance with the National Agreement. Failure to do so violates Articles 19; 1.1; 1.2; and 1.4 of the National Agreement. Furthermore, because these are postal facilities, the Postal Service is required to count all non-postal employees performing bargaining unit work in these facilities as casuals under Article 7; and employment of these individuals in lieu of full or part-time postal workers violates Article 7.1.B. Insofar as these employees were working full time with fixed schedules, the Postal Service was required to create full-time duty assignment under Article 7.3 and to post those duty assignments in accordance with Article 37.

Postal workers are entitled to a monetary remedy for the employment of contractor employees in lieu of postal employees and for failing to count those

employees as casual. As an additional remedy in this case, the APWU is entitled to the issuance of an order that the Postal Service cease and desist from all the violations referenced in this statement of position.

This step 4 grievance will be scheduled for arbitration using the date of appeal of the original pre-1998 grievances referred to above.

Sincerely,

A handwritten signature in black ink, appearing to read "Cliff Guffey". The signature is written in a cursive, flowing style.

Cliff Guffey  
Executive Vice President

cc: Greg Bell, Director  
Industrial Relations

CG/rr/opeciu#2/afl-cio