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CLIFF GUFFEY
EXECUTIVE VICE PRESIDENT



Agreement Reach

WE HAVE BEEN BATTLING THE CREATION OF CONTRACT POSTAL units for many years, and we recently reached an important pre-arbitration settlement. While the May 17 Memorandum of Understanding does not eliminate CPUs, it does spell out three restrictions.

The issue was whether the creation of a Contract Postal Unit (CPU) violates the National Agreement if a contract is let to a contractor who does not own the property or facility where the CPU is being established. This subject is addressed in Articles 1, 7, and 19 of the Collective Bargaining Agreement.

Each local should be aware of the particulars of the agreement:

- The Postal Service will comply with the requirements of Handbook AS-707F (Section 1.5.1), which defines a CPU as “a contractor-owned and operated facility, under contract to the Postal Service and under the jurisdiction of an administrative Post Office.”
- A contract postal unit may not be located on property that is owned or leased by the Postal Service.
- As of May 17, 2007, branded products and services of competitors such as UPS, FedEx, and DHL may not be sold at any newly-established CPU. Exceptions to this exclusivity requirement may be approved by Headquarters Retail Access Channels, but this is likely to occur only in isolated areas where the CPU is quite literally the only place in town at which a consumer can process package deliveries.

Locals should request copies of new and existing contracts for Contract Postal Units in their jurisdiction. They should also review CPU contracts on military bases and in national parks. Training on this issue will be offered at the APWU Multi-Craft Conference in Las Vegas in early November.

AIS and Personnel Work

Although the dispute over the position description of the Address Information Specialist position is languishing in court, Arbitrator Carlton J. Snow’s April 29, 2003, award was clear: The work in question belongs to the Clerk Craft.

The Postal Service has continued to balk at this decision and the APWU has a case pending in U.S. District Court seeking to enforce the 2003 ruling, which clearly states that address specialists are “part of the APWU bargaining unit” and that “it is a violation of Article 1.2 of the National Agreement to exclude the position and disputed work from the bargaining unit.”

Meanwhile, a ruling that Arbitrator Snow – who passed away in 2004 – made years earlier determined that work in two longstanding Human Resources Department job descriptions belonged to the Clerk Craft. And even with the shift of much of the traditional work to the large, centralized Shared Services office in North Carolina, the craft still has work in personnel.

Unless the work involves labor relations, our position is that it belongs to our bargaining unit. This includes Office of Workers’ Compensation Programs and training.

ed on Contract Postal Units

We will offer training on all Executive and Administrative Schedule position (EAS) issues at the Multi-Craft conference. We will also hold workshops on the creation of duty assignments, including the combination of Part-Time Regular and casual hours with the advent of 360-day casuals. With the new PTR language in the contract, the commitment to maximize and post full-time assignments has become even more important.

Dual Appointments

In many small offices, Postmaster Relief employees (PMRs) and Rural Letter Carriers have dual appointments as casuals, with the casual appointments being in our craft.

Probably the most common dual appointment is a Rural Carrier serving as a casual Clerk.

Such casuals often are necessary to accomplish the work in small offices. In November, however, when management has a deadline to comply with the new limitations on casuals, I expect the Postal Service to try to use as many casuals as possible in the largest offices to get as many work hours as they can from each one.

To ensure that PMRs and rural carriers do not continue to perform the work in our craft without a casual appoint-

ment, locals (and state organizations) should monitor this and file grievances where appropriate. Here is an excerpt from a Step 4 settlement that dates to 1998:

“In order for a PMR to work in another office to cover absences of bargaining unit employees in the clerk craft, or to supplement the clerk workforce, the PMR must have a dual appointment as a casual.”

Veterans' Issues

I hope that everyone is paying attention to our issues on Capitol Hill. The APWU Legislative Department has developed an ambitious agenda that seeks to enhance your work life and your retirement. *Do more than pay attention: Get involved!*

I will personally be visiting several senators to discuss veterans' issues, including inequities in the use of military “buy backs” to offset the so-called Social Security windfall.

I'll also be addressing the notorious understaffing of VA hospitals and the smaller VA service centers where veterans' claims are processed. The backlog is unbelievable, with delays of as much as a year.

Young men and women who have suffered disabilities while in service to their country should not have to wait even a week for their earned benefits. ■

APWU Member Killed in Combat in Iraq

An APWU member on his second tour of duty in Iraq was killed during combat operations in Anbar Province on May 5. Master Sergeant Kenneth (Kenny) Mack's family was told that he and a fellow Marine were killed by an Improvised Explosive Device (IED). Mr. Mack was 42.

Like his late father, Tom Mack, Kenny Mack was an automotive technician at the Fort Worth Vehicle Maintenance Facility. Kenny Mack joined the Marines shortly after his graduation from high school in 1984, and began working for the Postal Service in 1988.

Mr. Mack had been deployed to Iraq in March. “He didn't mind one bit,” said his brother, Robert. “He wanted to go. He loved being in the military. He felt like it was his duty to go back.”

In a newspaper column a week after Mack's death, a reporter for the *Des Moines Register* recalled spending several hours with him on a nerve-wracking convoy-protection mission in September 2005. “I went away knowing that I'd met a fine leader and that no soldier or Marine could do more to make his people safe,” wrote John

Carlson. “It was more than being tough. Mack was serious and absolutely professional, the kind of guy you would want taking care of your kid in a combat zone.” It was a similar story back home in north Texas. “He was all about family,” Peggy, his wife of 16 years, told a Dallas TV station.

“He made sure we did things together. ... It was always a goal in his life to be a mentor in some way, not only to his children, and the children in the neighborhood, but all children.”

“Our hearts go out to Kenny Mack's extended family,” said APWU President William Burrus. “We deeply regret this tragic loss of life.”

In addition to his wife and brother, Mr. Mack's survivors include daughters Shquaydra, Candace, and Courtney; a son, Nathaniel; and his mother, Mahalia Mack.



Master Sgt. Kenny Mack