



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Initiate National Dispute

William Burrus
President
(202) 842-4246

October 19, 2009

Sent Via Facsimile First Class Mail

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

National Executive Board

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Coordinator, Northeast Region

William E. "Bill" Sullivan
Coordinator, Southern Region

Omar M. Gonzalez
Coordinator, Western Region

Re: APWU No. HQTG200916

Dear Mr. Tulino:

In violation of the Gamser and Daas interpretive decisions on the assignment of bargaining unit work the Postal Service has arbitrarily shifted/transferred bargaining unit work that is restricted by Article 1. Section 6.B. to non bargaining unit employees.

The Gamser and Daas interpretive decisions clearly defined the circumstances when non bargaining unit employees may perform bargaining unit work rejecting the USPS claim to an unfettered right to reassign such work. The limitations set forth in these decisions have been violated.

Pursuant to provisions of the national agreement the union initiates grievances contesting the reassignment of bargaining unit work in violation of Article 1.6.B. in each of the level 15, level 16, level 17 and level 18 offices on behalf of the affected employees and the union for all hours and work denied.

If the employer contests the facts that bargaining unit work has been reassigned in any identified office during the relative time period, we request the work hours of bargaining unit employees in the contested office at the time of the Daas' decision and currently.

If the employer relies upon an exception to the prohibition on the transfer of work, we request:

- a) the specific exception as identified by Gamser or Daas;
- b) the identification of the specific office and the date the exception was applied.

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If the employer relies upon the standard of “good faith application of management’s rights,” the union requests the date for each identified office when the union was informed that this standard would be applied in the transfer of work, the specific nature of that discussion, documents provided and the parties involved. And if the employer believes that it was not required to inform the union that it was imposing a good faith exception, it is requested that the union be informed of the process applied without union input that we can appeal such determination.

If reduction of mail volume is cited by the employer in any office, the union requests the specific volume reduction by office with a comparison to the work hour transfer pre and post Daas.

The transfer of bargaining unit work to non bargaining unit employees is at the core of the parties national agreement and must be given serious consideration in fulfilling our mutual commitment to good faith bargaining.

This transfer of work has been applied on a national scope implying centralized instructions and control but the union does not rely on the presence of “a smoking gun” and awaits presentation of the facts in each contested office.

The union hereby grieves the violations of Article 1.6.B requesting that affected employees and the union be made whole.

If agreement cannot be reached on remedies to satisfy these grievances, I am available to discuss exploring agreement on scheduling an expedited process for review of documentation, discussions and grievance hearings on individual offices and mutually selected designees and arbitrators. Absent expeditious mutual agreement on a expedited process, I insist that the agreed to time limits on grievance processing be applied and the Postal Service inform the union of its defense and contentions for each office within the time limits of the grievance procedure or waive defense on matters not brought timely to the unions attention .

Pursuant to Article 15.2. Step 2 (a) the union requests that the Employer designate officials outside the installations as the official Step 2 designees. Mike Morris, Assistant Director, Clerk Craft or his designee is designated as the union contact representative in each office of 20 or fewer employees and consistent with Article 17.2.C is certified as the union representative to perform the duties of a Steward in the adjudication of this issue.

Direct communications at the headquarters level on the process should be directed to my office.

Sincerely,



William Burrus
President