



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Greg Bell, Director
Industrial Relations
1300 L Street, NW
Washington, DC 20005
202-842-4273 (Office)
202-331-0992 (Fax)

Initiate National Dispute

March 26, 2010

Sent Via Facsimile and First Class Mail

Mr. Doug Tulino
Vice President, Labor Relations
U.S. Postal Service, Room 9014
475 L'Enfant Plaza SW
Washington, D.C. 20260-4100

National Executive Board

William Burrus
President

Cliff Guffey
Executive Vice President

Elizabeth "Liz" Powell
Secretary-Treasurer

Greg Bell
Director, Industrial Relations

James "Jim" McCarthy
Director, Clerk Division

Steven G. Raymer
Director, Maintenance Division

Robert C. "Bob" Pritchard
Director, MVS Division

Bill Manley
Director, Support Services Division

Sharyn M. Stone
Coordinator, Central Region

Mike Gallagher
Coordinator, Eastern Region

John H. Dirzius
Coordinator, Northeast Region

William E. "Bill" Sullivan
Coordinator, Southern Region

Omar M. Gonzalez
Coordinator, Western Region

Re: APWU No. HQTG20100120, Concerning Reassignment Of APWU
Bargaining-Unit Employees To City Letter Carrier Bargaining Unit
Positions

Dear Mr. Tulino:

In accordance with the provisions of Article 15, Section 2 and 4 of the Collective Bargaining Agreement, the American Postal Workers Union is initiating a Step 4 dispute concerning reassignment of APWU bargaining-unit employees to city letter carrier bargaining unit positions.

It have been called to the attention of the APWU that clerk craft employees may have been improperly reassigned to city letter carrier positions for which they did not meet the minimum qualification, and may have been subsequently disciplined for failing to meet those qualifications. It appears that these infractions may have been isolated, and recent inquiries to the field indicate this practice is not occurring. However, to date, the Postal Service has been non-response to the APWU's specific inquiries, seeking to determine whether there is a disagreement between the parties regarding Article 12.5.C.5.a(4) or similar provisions of the National Agreement, and applicable provisions of handbooks and manuals, concerning reassignment of APWU bargaining-unit employees to other craft's vacant assignments.

The Postal Service simply takes the position that pursuant to Article 12.5.B.8 of our collective bargaining agreement (CBA), they are aware that any full-time or part-time flexible employee reassigned must meet the qualification requirements of the position to which reassigned. In addition, if the union is aware of any specific violations of Article 12.5.B.8 of the CBA to provide the specifics of such violations.

It is the APWU position that when an APWU bargaining unit employee is subject to involuntary reassignment (excessing) to another craft's position pursuant to Article 12, the Postal Service has an obligation to first determine

whether the employee meets the qualification requirements of the identified position to which such employee is to be reassigned, before the employee is reassigned to the position. The employee must successfully complete all the driving requirements in the losing installation prior to being reassigned.

Involuntary reassignment is common practice in the Postal Service. Currently there are mass involuntary reassignments taking place, and bargaining unit positions are being withheld or captured beyond 100 miles (in many cases within 400 or 500 miles) to accommodate impacted bargaining-unit employees. If an employee who is being considered for and/or reassigned to a city letter carrier position does not meet all of the driving qualification requirements for such position, that employee is not eligible for reassignment to a city letter carrier position. The employee would then simply be subject to involuntary reassignment to a bargaining-unit position for which the employee does meet the qualification requirements – in an installation where positions are being withheld /captured to accommodate such impacted employees – and not disciplined or fired. Separating employees impacted by involuntary reassignment clearly is contrary to the Postal Service obligation to keep dislocation and inconvenience to such career employees to a minimum.

It is the APWU's position that an employee reassigned into the carrier craft must have passed the qualification requirements prior to being reassigned. Reassigning an APWU bargaining unit employee into a letter carrier position who has not met the qualification requirements, and then firing that employee for "Failure to Meet the Requirements of the Position," is improper and violates applicable provisions of the parties' collective bargaining agreement.

It is requested that corrective action be taken as soon as possible to inform appropriate postal officials that APWU bargaining-unit employees must meet the qualification requirements (i.e., pass all required tests) prior to being reassigned into a letter carrier position. It is also requested that any APWU bargaining-unit employee who was adversely affected by being reassigned to letter carrier positions prior to meeting the qualification requirements for such position be placed back into the APWU bargaining unit. The APWU also requests confirmation of what corrective action the Postal Service has taken.

If the Postal Service disagrees that an APWU bargaining-unit employee who does not meet the qualification requirements for a letter carrier position is not eligible and therefore may not be reassigned to such position, it is requested that the Postal Service explain its position, and provide any supporting postal regulations or contractual provisions.

In addition, if the Postal Service disagrees that it is inappropriate to first reassign an APWU bargaining unit employee into a letter carrier position who has not met the above-referenced qualification requirements, and then subject the employee to removal for "Failure to Meet the Requirements of the Position," it is requested that the Postal Service explain its position, and provide any supporting postal regulations or contractual provisions.

Article 15 of the collective bargaining agreement provides that within thirty (30) days after the initiation of a dispute the parties shall meet in an effort to define the precise issues involved, develop all necessary facts, and reach agreement. It is requested that you or your

APWU #HQTG20100120

March 26, 2010

Page 3

designee contact my office at 202-842-4273 to discuss this dispute at a mutually agreed upon date and time.

Sincerely,


Greg Bell, Director
Industrial Relations

GB/LB

APWU #: HQTG20100120

Dispute Date: 3/26/2010

Case Officer: Greg Bell

Contract Article(s): 12, Principles of
Reassignments;

cc: Resident Officers
File