



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Initiate National Dispute

Greg Bell, Director
Industrial Relations
1300 L Street, NW
Washington, DC 20005
(202) 842-4273 (Office)
(202) 371-0992 (Fax)

VIA FACSIMILE AND REGULAR MAIL

February 11, 2008

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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Cliff "C. J." Guffey
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Central Region Coordinator

Mike Gallagher
Eastern Region Coordinator

Elizabeth "Liz" Powell
Northeast Region Coordinator

William "Bill" Sullivan
Southern Region Coordinator

Omar M. Gonzalez
Western Region Coordinator

Re: APWU No. HQTG20083

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 dual appointment casual employees and the provision of Article 7, Section 1.B.3 of the National Agreement that prohibits casual employees from performing assignments requiring training and testing.

The issues and facts involved in this dispute are as follows:

By letter dated August 9, 2007, the APWU made an inquiry, concerning the use of non-bargaining unit employees (PMRs) with a dual appointment as casual, to determine whether there is a disagreement between the parties in regard to Article 7, Section 1.B.3. The APWU noted that Article 7, Section 1.B.3 applies to all post offices, and that the Employer is bound by these restrictions when it uses postmaster relief/leave replacements (PMRs) as casuals.

In response to the APWU's August 9th inquiry, by letter dated January 4, 2008, the Postal Service stated that it disagrees with the APWU position regarding dual appointment casuals and took the position that Article 7, Section 1.B.3 does not apply to all post offices (less than 200 man-year installations).

It is the APWU's position that Article 7, Section 1.B.3 is clear and unambiguous; casual employees (no exceptions) are prohibited from performing assignments requiring training and testing, and such restrictions apply to all

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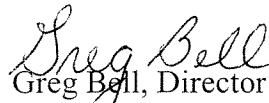
casuals. Article 7, Section 1.B.3 of the National Agreement provides the following:

"Casual employees are prohibited from performing assignments requiring training and testing (reference Article 37.3. F. 5 and Article 37.3. F. 7 positions). Similar provisions also apply to the Maintenance and Motor Vehicle Craft."

It is the APWU's position that the Article 7.1.B.3 restrictions apply to all casuals, regardless of the installation size as well as to any non-bargaining unit employees with a dual appointment as a casual.

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 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

APWU #: HQTG20083
Dispute Date: 2/11/2008

Case Officer: Greg Bell
Contract Article(s): 7, Supplemental Work
Force;

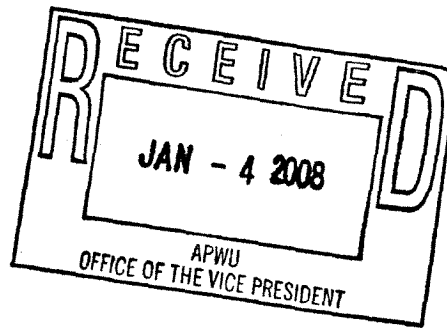
cc: File

GB/BW



January 4, 2008

Mr. Cliff Guffey
Executive Vice President
American Postal Workers Union
1300 L Street, N.W.
Washington, DC 20005-4128



Dear Cliff:

This is in response to your letter dated August 9 in which you make several assertions regarding casuals, Postmaster Reliefs (PMR's) and the application of the Memorandum of Understanding, RE: Supplemental Work Force; Conversion of Clerk Craft PTF's, the implementing guidelines and instructions of that MOU as well as Article 7.1.B. You further state that, "If the Postal Service disagrees with any of the assertions made in this letter, please so state and provide the basis for any such disagreement(s)."

As we have previously discussed, the Postal Service disagrees with your assertions, including, but not limited to the items specified below. Additionally, several of these issues are pending in national level grievances including, but not limited to Case Number Q00C-4Q-C 07200239 and Q00C-4Q-C 07097262.

The August 9 letter suggests that any and all casual work rules must be applied to dual appointment casuals regardless of whether they are working as a casual or not. The Postal Service disagrees.

Additionally, the August 9 letter cites the answer to Q & A, No. 39, out of context, misinterprets Article 7.1.B.3, and incorrectly states that, "These provisions apply to all post offices."

Paragraph 13 of the MOU, Re: Supplemental Work Force; Conversion of Clerk Craft PTF's found at page 290, of the 2006 Collective Bargaining Agreement states:

Casual employees in 200 man-year installations will be limited to assignments not requiring training and testing [Reference Article 37.3.F.5 positions and Article 37.3.F.7, pages 184 and 185 of Agreement].

The last sentence of the MOU states, "The parties agree to meet and develop the appropriate contract language and implementation guidelines and instructions." Accordingly, the MOU Q & A's dated March 2, 2007, were developed as guidelines and instructions with the intent of providing detailed guidance and specificity in application.

Q & A, No. 39 states in its entirety:

In reference to paragraph 13 of the MOU, what are the limitations on the type of work casuals may perform?

Response:

Paragraph 13 in the MOU prohibits casuals from performing the core duties of positions listed in Article 37.3.F.5 and F.7, e.g., accountable duties such as working the window, the accountable cage, the registry section; duties that require postal training with a deferment period; duties that require scheme study with a deferment period; and duties that require a skill that is subject to testing, such as typing. Casuals may perform non-core duties that are related to such positions.

Clearly, the question in Q & A, No. 39, incorporates Paragraph 13 of the MOU by reference without negating the 200 man-year installation requirement. Furthermore, the question in No. 39, only addresses "limitations on the type of work" not the size of the installation. Accordingly, the answer does not address the size of the installation or the issue of 200 man-year installations. The 200 man-year requirement in paragraph 13 of the MOU was not modified by Q & A, No. 39, and remains in effect.

Regarding application of Article 7.1.B, the parties expressly included the MOU, RE: Supplemental Work Force; Conversion of Clerk Craft PTF's (which includes the more specific "guidelines and instructions" application Q & A's) as part of Article 7.1.B. This was an acknowledgement by the parties that whatever application disputes existed regarding the MOU and Q & A's would remain for future resolution. Furthermore, on June 29, 2007, Mr. Burrus and Mr. Tulino, U.S. Postal Service Vice President of Labor Relations, executed an updated version of the JCIM which at page 36 expressly incorporates the Q & A's regarding the application of Article 7.1.B.

I look forward to continued discussions and resolution of these issues.

Sincerely,

A handwritten signature in black ink, appearing to read "John W. Dockins". The signature is fluid and cursive, with the first name "John" being more prominent.

John W. Dockins
Manager
Contract Administration (APWU)



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

August 9, 2007

William Burrus
President
(202) 842-4246

John Dockins
U.S. Postal Service
475 L'Enfant Plaza, SW
Washington, DC 20260

National Executive Board
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Western Region

Dear John,

As you know, in the last round of national negotiations the parties agreed to the following language in Article 7.1.B.3: "Casual employees are prohibited from performing assignments requiring training and testing (reference Article 37.3.F.5 and Article 37.3.F.7 positions. The Questions & Answers on the MOU on Supplemental Work Force: Conversion of Clerk Craft Part-Time Flexibles (March 2, 2007) No. 39, explains that the "limitations on the type of work casuals may perform" include, "e.g., accountable duties such as working the window, the accountable cage, the registry section; duties that require postal training with a deferment period; duties that require as skill that is subject to testing, such as typing. Casuals may perform non-core duties that are related to such positions."

These provisions apply to all post offices.

As you are aware, many Postmaster Relief ("PMR") employees hold dual appointments as casuals. The provisions cited above apply to all casuals, including those casuals who at other times may work as PMRs. As of the effective date of the provisions cited above, the Postal Service is bound by these restrictions when it uses PMRs as casuals. Accordingly, the Postal Service's liability for violations has already begun to accrue.

If the Postal Service disagrees with any of the assertions made in this letter, please so state and provide the bases for any such disagreement(s).

Sincerely,

Cliff Guffey
Executive Vice President

CG:RR/opei#2/afl-cio