



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

March 2, 2007

William Burrus
President
(202) 842-4246

Mr. Doug A. Tulino
Vice President, Labor Relations
U.S. Postal Service
475 L'Enfant Plaza, Room 9100
Washington, D.C. 20260

Certified # 70993220000202425768

Re: APWU No HQTG20074
Limitations on Casual Employee Assignments

National Executive Board

William Burrus
President

Cliff "C.J." Guffey
Executive Vice President

Terry R. Stapleton
Secretary-Treasurer

Greg Bell
Industrial Relations Director

James "Jim" McCarthy
Director, Clerk Division

Steven G. "Steve" Raymer
Director, Maintenance Division

Robert C. "Bob" Pritchard
Director, MVS Division

Dear Mr. Tulino:

The APWU hereby initiates a Dispute at Step 4 in accordance with Article 15.2.(Step 4) of the National Agreement. The dispute in this case concerns paragraph 13 of the parties' MOU on Supplemental Workforce; Conversion of Clerk Craft PTFs.

The MOU requires that the parties meet and develop appropriate contract language and implementation guidelines and instructions. In the course of our meetings on the provision in dispute, the parties were only able to reach partial agreement on its meaning. The parties are in agreement on the following points:

39. 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; 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.

As we have discussed, the APWU's position is that the bracketed phrase in paragraph 13 of the MOU which states "[reference Article 37.3.F.5 positions and Article 37.s.F.7]" is illustrative only and does not limit the scope of the prohibition against casuals working jobs that require training and testing.

Regional Coordinators

Sharyn M. Stone
Central Region

Jim Burke
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

William E. "Bill" Sullivan
Southern Region

Omar M. Gonzalez
Western Region

Letter to Doug Tulino
March 2, 2007
Page Two

We intend to sign off on the parties' Questions and Answers about the MOU insofar as the parties are in agreement, and to process this dispute through Article 15 to resolve this point on which we have not been able to reach complete agreement. Our signing of the Questions and Answers and the initiation of the dispute are without prejudice to our right to initiate any dispute over other disagreements that may arise.

In accordance with Article 15.2 (Step 4), please contact Cliff Guffey or Mike Morris to arrange a meeting on this dispute to occur within the next 30 days.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "William Burrus".

William Burrus
President

APWU #: HQTG20074	Case Officer: Cliff Guffey
Dispute Date: 3/2/07	

WB/rr/opei#2/afl-cio