



American Postal Workers Union, AFL-CIO

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January 17, 2014

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Mr. Patrick Devine
Manager, Contract Administration
United States Postal Service
475 L'Enfant Plaza, SW
Washington, DC 20260

Dear Mr. Devine:

This letter is in response to your letter dated January 2, 2014, regarding the APWU's request for information regarding Partner Post (now called the Retail Partnership Expansion Program), including Staples. You state: "Because this is a pilot program, the information requested in your letter does not appear to be relevant or is simply premature in light of the one-year pilot." You reiterate the same alleged lack of relevance of the requested information in several paragraphs, and ask for an explanation of relevance.

Nowhere does the National Agreement exempt so-called "pilots" from application of the National Agreement. Staples employees are now clearly performing bargaining unit work and more will do so in the future. There are possible violations of Article 32 and memoranda of understanding addressing contracting out and the preservation and return of bargaining unit work; handbooks or manuals MOUs addressing Contract Postal Units (CPUs); Article 5 (unilateral changes and compliance with law); and perhaps other contract provisions, depending on what the APWU is able to discern after reviewing the requested information. The Union is entitled to information that relates to potential grievances and not only actual grievances.

The Postal Service claims that some of the requested information is "overly broad" or that production would be "unduly burdensome" or "overly cumbersome." The APWU disagrees. The information requested is either in documents or are answers to specific questions. If the Postal Service is able to explain in sufficient detail what information is "unduly burdensome" or "overly cumbersome" to produce, the APWU will be open to discuss ways to lessen the burden. Similarly, if there are any items that the Postal Service about which needs clarification, it can simply ask.

The Postal Service asserts that some requested information may contain confidential or proprietary information. As the Postal Service is surely aware, having dealt with these issues in the past, blanket claims of confidentiality are not acceptable. The Postal Service bears the burden of demonstrating to the Union that it has legitimate and substantial confidentiality concerns. If the Postal Service is able to do so, the parties

may be able to reach an accommodation. But if, for example, such an accommodation takes the form of a non-disclosure agreement, there is no justification for redacting any information, as your letter states the Postal Service may do and in the case of the Retail Partnership RFI (paragraphs 5 and 8), has done. The Union insists on production of the redacted portions unless and until the Postal Service demonstrates its legitimate and substantial confidentiality concerns and offers to negotiate over an accommodation.

The APWU offers the following clarification to requests nos. 9, and 10 for discounts the Postal Service will provide Staples and the range of prices for postal products. First, discounts may have the result of incentivizing Staples to the detriment of Postal Service retail facilities and the employees who staff them. An example would be if Staples offers "points" or other rewards under customer loyalty programs that will include purchases of postal products and services. Please confirm if this is so and if so, and provide details.

Second, certain prices and discounts may violate provisions of the Postal Reorganization Act and therefore violate Article 5. The Postal Service says that its products and services will be sold at published prices. Similar to the clarification in the preceding paragraph, the Postal Service's compensation to Staples (paragraph 11) may similarly incentivize Staples to the detriment of Postal Service retail facilities and the employees who staff them.

As for the Union's request for information about training Staples employee training (paragraphs 17, 18, 19 and 20), this information will help the Union understand whether the safety and security of the mail as mandated in statutes and regulations is being safeguarded. Because Staples is a receptacle for mail, the safety of postal employees could be compromised if Staples employees are not adequately trained on mailable matter. If postal employees are providing training or assistance to Staples employees, their working conditions are affected.

This letter does not address whether and to what extent the information the Postal Service has provided is responsive to the Union's requests. Once the information is analyzed, the Union will respond. The APWU can state at this point that Enclosure #1 (presentation) is not an adequate response to paragraphs nos. 3 and 6, and that the redacted Enclosure # 2 Retail Partnership RFI is not an adequate response to questions nos. 5 and 8.

Once again, without prejudice to the Union's right to timely production of the requested information, the APWU will accept partial production as it becomes available.

Sincerely,



Mark Dimondstein
President

cc: Clint Burelson