



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005



Article 19 Appeal to Arbitration

Greg Bell, Director
Industrial Relations
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March 12, 2008

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

Re: Draft Copy of PS Form 4588 Work Practice Delivery Services & PS
Form 4589 Observation of Work Practices-General
APWU #: A19G20081
Cert #: 70071490000084266949

National Executive Board

William Burrus
President

Cliff "C. J." Guffey
Executive Vice President

Terry 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

Sharyn M. Stone
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

Dear Mr. Tulino:

In accordance with the provisions of Article 19 of the Collective Bargaining Agreement, the APWU appeals to arbitration the above referenced matter. Draft Copy of PS Form 4588 Work Practice Delivery Services & PS Form 4589 Observation of Work Practices-General. Article 19 provides that within fifteen days after an issue has been submitted to arbitration, each party shall provide the other with a statement in writing of its understanding of the precise issues involved, and the facts giving rise to such issues.

Please direct your statement of issues and facts to contact Gary Kloepfer, case officer.

Sincerely,

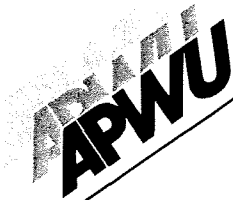

Greg Bell, Director
Industrial Relations

Appeal Date: 3/12/2008

Case Officer:
Contract Article(s): 19, ;

cc: Resident Officers
Industrial Relations

GK/BM



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Article 19 - 15 Day Statement

March 28, 2008

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

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Coordinator, Southern Region

Omar M. Gonzalez
Coordinator, Western Region

Re: Article 19 Statement of Issues and Facts, APWU No.A19G20081
USPS No. Q06C4QC08132716
Cert No. 70071490000084266994

Dear Mr. Tulino:

The above referenced case was appealed to arbitration on 3/12/2008 in accordance with Article 19 of the Collective Bargaining Agreement. Article 19 provides that within fifteen days after an issue has been submitted to arbitration, each party shall provide the other with a statement in writing of its understanding of the precise issues involved, and the facts giving rise to such issues.

The following is the APWU's statement of issues and facts concerning this dispute; whether the Postal Service violated the Collective Bargaining Agreement when created two (2) new forms, PS Forms 4588, Observation of Work Practice-Delivery Services and PS Form 4589, Observation of Work Practices-General?

By letter dated March 29, 2007, received by the Union April 3, 2007, the Postal Service notified the Union that it was creating two (2) new forms, PS Forms 4588, Observation of Work Practice-Delivery Services and PS Form 4589, Observation of Work Practices-General. According to the Postal Service the newly developed forms were developed to aid in the elimination of work practices which cause accidents. The forms were intended to be utilized for positive coaching and review, with the expectance of assisting employees with improving work practices. In addition should any official action be necessary, it would be accomplished in accordance with the Collective Bargaining Agreement. In this letter the Postal Service acknowledged that these new forms directly affected wages, hours, or working conditions of bargaining unit employees within the meaning of Article 19 of the Collective Bargaining Agreement.

It is the Union's position that the Postal Service did not identify the purpose and effects for these new forms nor did it present a manager who was knowledgeable about the purpose of the new forms or the impact on the employees. Thus the terms and conditions of Article 19 were not met.

It is the Union's position that it has been deprived of its right to receive an explanation of the document from the manager who requested the new forms addressing its purpose and effect. As such the Union was prohibited from fully understanding the purpose and effect of each new PS Form.

The new forms also fail the fair, reasonable and equitable test of Article 19. Failing to comply with the provisions of Article 19 results in the Union being harmed by depriving it of its rights to question the responsible and knowledgeable manager. It is the Union's position, without prejudice to its position in this or any other grievance/dispute, that it met with the Postal Service in May of 2007. Although the Postal Service brought one manager to this meeting, the manager was not knowledgeable about the purpose of the new forms or the impact on the employees. In addition, the written responses from the Postal Service to the questions asked during our singular meeting were confusing and inconsistent as well as failing to comport with its requirements under Article 19. Attempts to schedule additional meeting(s) for clarification were denied by the Postal Service. It is the Union's position that the Postal Service's failure to schedule additional meetings and clarify its responses and position also violates Article 14 Section 1 which requires the Postal Service to provide safe working conditions in all present and future installations and to develop a safe working force. Its denial to clarify its responses denies the Union's its contractual right to cooperate with and assist management to live up to this responsibility.

It is the position of the Union that "new" handbooks, manuals, published regulations and forms that directly relate to wages, hours or working conditions must be provided to the Union in accordance with Article 19. Creation of a new PS Form that directly relates to wages, hours or working conditions does not permit the Postal Service to escape its notification requirements as contained in Article 19. It is the Union position that the Postal Service has refused to deal in good faith by its failure and refusal to furnish the APWU with the requisite information for each proposed PS Form as each section of the new form is the equivalent of an Article 19 change. The Postal Service's action violates the parties' collective bargaining agreement.

It is the Union's position that PS Form 4588, Observation of Work Practice-Delivery Services is not applicable to the any APWU represented bargaining unit employee. This form, according to the Postal Service, is used only to observe Letter Carriers.

It is the position of the Union that PS Form 4589, Observation of Work Practices, General is an aid in the elimination of work practices which cause accident(s). In addition, this PS Forms, when used correctly, can aid in the elimination of work practices which cause accidents. Because the primary purpose of conducting observations is to improve work practices before they result in accidents, a non-disciplinary discussion with employees must be positive in nature and include the benefits to be gained from improving work practices. In addition, refresher training can be used for improving work practices after an accident and any action taken based on a work practice observation shall be in accordance with the Collective Bargaining Agreement. It is the Union's position that the above stated position is basically the same as the preventive actions listed PS Form 1769, Accident Report, which the Postal Service is required to implement to effectively eliminate or reduce accident cause(s) and prevent similar accidents.

Notwithstanding the above it is the Union's position that the disputed safety observation forms are redundant and also conflicts with Chapter 8 of the ELM and Section 8-14 of Handbook EL-801, Supervisors Safety Handbook, It is the Union's position that the disputed safety observations are not the recognized procedure for reviewing job methods and uncovering hazards. It is the Union's position that

job safety analysis (JSA), Form 1783; On-the-Job Safety Review/Analysis is the proper method to be utilized. It is our position that the JSA can be used in hazard and accident analysis and for safety training. Once hazards are identified, the supervisor develops the proper solutions and distributes the completed JSA to the employee(s). In addition it is the responsibility of the employee's supervisor to explain the JSA's contents to their employees and if necessary, give further training so they know exactly how to do the job — without accidents. A supervisor may observe an employee as they perform jobs using the JSA which has been properly developed. The JSA allows the supervisor to determine whether or not employees are doing their job safely. As stated by the Postal Service, it would be impossible for the Postal Service list all practices on the PS Form 4588 and 4589 that management should be observing. This Postal Service's position clearly conflicts with the Postal Service's contractual requirements contained in Article 14 of the CBA as well as being in conflict with established and agreed upon safety and health rules and regulations, e.g. PO Form 1783.

In addition it is the Union's position that these forms are records covered by the Privacy Act due to the fact that each form contains personally identifiable information for each "observed" employee. As such these forms are Postal Service records which include information relating to the Postal Service and are recorded in a medium (e.g., a hard copy or electronic document; recording in electronic, audio, video, or photographic format; tangible item; or other material) that is created, maintained, or received by Postal Service employees under the custody or control of the Postal Service. The Postal Service was unable to identify the System of Record these Forms would be protected under; therefore its actions are fair, reasonable or equitable.

It is position of the Union that the four (4) year retention period was arbitrarily created. According to the Postal Service the four (4) year retention period was created by the Pacific Area and Form 4584. It is the Union's position that Form 4584 does not contain a retention period and that management at the National level did not provide any data and/or documentation in support of the Pacific's Area's four (4) year retention period. As such the retention period is not fair, reasonable or equitable.

It is the position of the Union that the above referenced Forms must be rescinded and all completed PS Forms 4588 and 4589 be destroyed.

Please contact me if you wish to discuss this matter.

Sincerely,



Gary Kleepfer
Case Officer

APWU #: A19G20081
USPS #: Q06C4QC08132716

Appeal Date: 3/12/2008
Contract Articles: 19, ;

cc: Industrial Relations
GK /BM