



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Article 15 - 15 Day Statement of Issues and Facts

Clerk Division

December 6, 2007

James McCarthy
Director

Patricia "Pat" Williams
Assistant Director

Mike Morris
Assistant Director

Rob Strunk
Assistant Director

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

Re: APWU #: HQTC20074, USPS No. Q06C4QC07200239
Cert. No. 70022410000477218124

Dear Mr. Tulino:

The meeting on the above referenced dispute was held between the parties in accordance with Article 15 of the Collective Bargaining Agreement. Article 15, Section 2 (Step 4) provides that if the parties fail to reach an agreement, then within fifteen days of their meeting each party shall provide the other with a statement in writing of its understanding of the issues involved, and the facts giving rise to the dispute.

The following is the APWU's statement of issues and facts concerning this dispute. (Please see attached).

Please contact me if you wish to discuss this matter.

Sincerely,

Mike Morris
Assistant Director, Clerk Division

APWU #: HQTC20074
USPS #: Q06C4QC07200239

Dispute Date:
Contract Articles: 7, Supplemental Work
Force;

cc: Industrial Relations

MM/ema/opeiu#2/afl-cio

Mary Hercules
Labor Relations Specialist
Contract Administration
United States Postal Service
475 L'Enfant Plaza
Washington, DC 20260

December 6, 2007

Re: USPS No. Q06C-4Q-C 07200239

Dear Ms. Hercules:

The parties met to discuss the above-referenced dispute at Step 4 of the grievance procedure. The parties mutually agreed to submit their written statement no later than December 7, 2007. This statement supersedes a previous 15-Day notice by the APWU. The following represents the APWU's understanding of the issues to be decided, and the facts giving rise to the interpretive dispute. This dispute involves the following issue to be decided:

Whether there is a violation of Article 7, Section 1.B.4 of the National Agreement when the Postal Service normally (regularly) schedules casuals in mail processing operations to work between the hours of 0500 and 1200 (noon).

It is the Postal Service's position that casual employees in mail processing operations can be regularly scheduled to work between the hours of 0500 and 1200 (noon). To the contrary, it is the APWU's position that the Postal Service may not regularly schedule casuals to work between the hours of 0500 and 1200 (noon).

It is the APWU's position that Article 7, Section 1.B.4 prohibits the Postal Service from regularly scheduling casual employees in mail processing operations between the hours of 0500 and 1200 (noon). Moreover, Article 7, Section 1.B.4 is clear and unambiguous, and provides the following:

*Casual employees **will not** normally work between 0500 and 1200 in mail processing operations. The intent of this provision is not to be circumvented locally by having casual employees scheduled immediately before (0455) or after (1205) the restricted time frames. This provision does not apply to Motor Vehicle Craft casuals. [Emphasis added]*

The intent of Article 7.1.B.4 is that career employees should be used and scheduled to work between the hours of 0500 and 1200 noon (also referred to as Tour 2)¹, rather than casual employees. There may be

¹ The hours of work for Tour 1, 2 or 3 assignments for career employees vary from installation to installation. However, the parties elected to identify specific hours of work (between 0500 and 1200 noon)

mitigating circumstances (exception to the rule), not recurring in nature, where there may be justification to work a casual in mail processing operations between the restricted time frames.² However; the contract is clear that Article 7, Section 1.B.4, is not intended, nor does it permit casual employees to be regularly (or routinely) scheduled to work between the hours of 0500 and 1200 noon.

Background

During the 2006 national negotiations, the parties reached agreement on several major changes concerning the supplemental work force, and conversion of part-time flexible clerk craft employees. The parties agreed that:

- Clerk craft casuals employment will not be considered "in lieu of full or part-time employees" in installations of 200 man years or more;
- Casual employees may be hired for a term not to exceed 360 calendar days; and
- The number of casuals that may be hired nationwide within the APWU bargaining unit will be increased from 5.9 percent to 6 percent, except for accounting periods 3 and 4.

However, the APWU was successful in achieving the following restrictions on the employment and assignment of casual employees when hired to work in the APWU bargaining unit, and the conversion of part-time flexible employees:

- The conversion of all part-time flexible clerk craft employees to full-time regular and the elimination of the part-time flexible clerk category in 200 man-year installations;
- The number of casuals that may be employed within an installation in any reporting period shall not exceed 11 percent of the total number of clerk craft employees within that installation, except for accounting periods 3 and 4;
- The limit on the number of casual employees the Postal Service may hire within a district shall not exceed 6 percent (decreased from 15 percent) of the total number of career employees within a district covered by the National Agreement, except for accounting periods 3 and 4 (December);
- Casuals may not normally work between the hours of 0500 and 1200 in mail processing operations;

that casual employees would be restricted from working. Having specific hours identified (rather than saying Tour 2) avoids unnecessary disputes over what constitutes Tour 2.

² Whether or not there is a violation of the contract is based on local fact circumstances.

It is requested that the parties expedite this dispute to be heard in arbitration.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Morris", with a long horizontal flourish extending to the right.

Mike Morris
Assistant Director ``
Clerk Division
Case Officer