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May 12, 2009

To: Fred Lowney
President
APWU, Local 497
1124 Berkshire Ave
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From: Wayne Hoppock
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Subject: Article 17

In order to aid in sustaining the viability of the organization, we have been reviewing expenses and opportunities to control costs during which we discovered APWU steward union costs to be \$1,086,678.00 for FY 2008. In addition upon further review, it appears that our application of Article 17 has not been in conformance with the Collective Bargaining Agreement which has contributed to these cost overruns.

It is not the intention of management to continue to provide a schedule of unconditional union time to Union Officers and Craft Directors who are not duly designated as acting in an official steward capacity. It is essential that APWU elected officers and craft directors fulfill the obligation to their respective bid positions, unless authorization for union time has been requested and approved through the appropriate managers.

The practice of changes of schedule to move said officers, craft directors and stewards off their assigned tours will not continue. All requests for changes of schedule of a personal nature will continue to be evaluated and provided on an as needed basis when the ability to do so falls within operational demands and the needs of the Service. It is not management's intention to obstruct day to day union activity, but to insure employees meet the obligations of their bid position, and properly request Union activity time as needed, under contractual guidelines.

Section 17.2 Appointment of Stewards

"The Union will certify to the Employer in writing a steward or stewards and alternates in accordance with the following general guidelines."

Based on the contractual provisions of Article 17.2 and the formula contained therein for the assignment of stewards, it is the Postal Service's belief that the American Postal Workers Union (APWU) is entitled under the current complement staffing to designate the following number of stewards per tour within the Springfield complex:

| | Clerks | MTE | MVS |
|-----------------|-------------------|-------------------|------------------|
| Tour 1 = | 3 Stewards | 2 Stewards | 1 Steward |
| Tour 2 = | 5 Stewards | 3 Stewards | 1 Steward |
| Tour 3 = | 5 Stewards | 2 Steward | 1 Steward |

It is management's position that currently, the American Postal Workers Union (APWU), has designated more stewards than entitled by the CBA. The following outlines the current designated clerks per tour/craft and the (+) identifies where management believes more stewards are identified than warranted by the CBA formula:

| | Clerks | MTE | MVS |
|-----------------|---------------|---------------|---------------|
| Tour 1 = | 5 (+2) | 2 | 0 |
| Tour 2 = | 6 (+1) | 4 (+1) | 2 (+1) |
| Tour 3 = | 6 (+1) | 4 (+2) | 2 (+1) |

In addition, in accordance with 17.2, the Union must identify specific work locations which each steward is to represent.

It is not Management's intent to limit or prevent Union officials or "Craft Directors" to act as representatives; however, it is Management's position that these representatives should be certified in accordance with the contractual provisions as set forth in Section 17.2 of the Collective Bargaining Agreement and *act in lieu of the regular steward* and will be counted toward the steward designation in the formula.

Section 17.4 Payment of Stewards

Management of the Springfield complex intends to continue to pay stewards properly certified in accordance with Section 2A for time necessary for processing a grievance or determining whether a grievance exists, providing the time spent is part of the stewards regular work day. In addition at Step 1 and 2 the aggrieved and one Union steward may be paid "at the applicable straight time rate, provided the time spent is part of the employee's or steward's (only as permitted under section 2a) regular work day."

Because travel is not recognized as part of the time spent in grievance handling, including investigations and meetings, it is Management's position that the cost of travel to and from facilities will be incurred by the Union.

Presently, the APWU has elected one representative to serve employees at Post Offices which are represented by APWU Branch 497, and outside the Springfield Campus. The Springfield complex has incurred the cost of such representative(s) because the Union has alleged there was a mutual agreement to do so, yet the Union has not provided any evidence of the existence of such agreement. As a result, it is Management's position that for the purpose of investigating and/or adjusting grievances and the travel to and from facilities; these costs should be incurred by the Union.

Stewards will also be paid at the straight time rate to attend meetings called by the Employer for information exchange and other conditions designated by the Employer concerning contract application, provided the time spent is part of the employee's or steward's regular work day and only as provided for under the formula in Section 2.A.

Recognizing the importance of communication between Labor and Management, the Springfield management team will continue to participate in the Local/Area Joint Labor Management Committee meetings. These meetings will be held on a monthly basis for the purpose of discussing, exploring, and considering with Management matters of mutual concern. The payment of attendees will be "...at the applicable straight time rate, providing the time spent is a part of the employee's or steward's (only as provided under the formula in Section 2A) regular work day." It is Management's position that in accordance with item #23 of the Local Agreement, the APWU will be authorized six (6) representatives on the clock to attend such meetings. This is believed to mean that payment would only be made if the meeting time was a part of the steward's regular schedule.

It is expected that the Union would notify Postal Management as far in advance as possible of the names of any representatives they desire to attend such meetings so that Management can meet operational and staffing needs.

In addition, in an effort to ensure that the Springfield management team can fully investigate and address concerns of the Union and its membership and in accordance with item #23 of the APWU Local Agreement, it is expected that the Union will submit agenda items for these meetings at least one (1) calendar week in advance. It is expected that the topics discussed in these meetings will not reflect issues already presented in the grievance process, but those subject matters which would provide needed information and dialog to address operational concerns and/or topics of concern outside of an individual need. Due to the multiple craft areas represented within these meetings, management would expect the issues related to various operations or crafts involving specific managers and union representatives to be heard, discussed and then have these managers and representatives released from further meeting time. This is both to identify when attendance at such meetings is warranted and to insure valued time is not utilized outside a manager or union representative's scope of responsibility.

In recognizing that the Safety and Health of all employees is of paramount importance to Management of the Springfield complex, it is expected that the Local Safety and Health Committee will continue to meet at least quarterly. In addition if necessary for a specific agenda item, an individual with particular special expertise or experience will be compensated during the time that agenda item is discussed, provided that it is during the employee's regular schedule. It is expected that the Union would notify Postal Management as far in advance as possible of the names of any representatives they desire to attend such meetings so that Management can meet operational and staffing needs.

Although it is recognized that the 1767 Committee meetings were formed as an "Ad Hoc Subcommittee" in accordance with Item #23 of the Local Agreement; it is Management's position that this committee has not only served to benefit the Springfield complex but has also served its purpose. This is because at the time the committee was formed, there was a mutual concern regarding the processing and handling of *Reports of Unsafe and/or Hazardous Conditions*. Investigation into this matter revealed that these reports are now being handled and addressed in accordance with the applicable handbooks and manuals. Therefore, it is Management's position that these meetings will cease to commence on a weekly basis. However, Management will consider reactivating these meeting should it be deemed necessary, by mutual consent, on an as needed basis.

Should it become necessary and mutually agreed to reactivate the 1767 Committee meetings, the payment for such meetings will be in accordance with the formula outlined in Article 17, Section 2.A., providing it is part of the employee's or steward's regular work day. It is also the position of Management that the Union should provide as much advance notice as possible to inform local Management of the attendees of such meetings to ensure that Management can continue to meet operational and staffing needs.

Finally, the issue of Step 1 and Step 2 APWU grievance committees must be addressed. The Union has designated such committees based on their interpretation of the Modified 15 procedures. Therefore, it has been the practice of the Union to appoint representatives to attend such meetings to determine whether to advance grievances through the steps of the grievance procedure. It has also become the practice of the Union to exclude Management from attending such meetings. Yet the Union has expected Management to incur the costs of such meetings.

It is Management's position that the APWU has misinterpreted the purpose of such meetings and that there is no provision identified within the Modified Article 15 procedures that would permit such meetings to occur on official time. Absent such language, it is also Management's position that any such meetings should occur at the Union's expense on the attendees own time.

It is management's position that adequate provision has been made for APWU usage on campus for the purpose of conducting grievance and union business. No steward time will be compensated for union activity at the APWU Berkshire office. As previously stated, no travel time to and from the Berkshire Avenue Office will be compensated.


Section 17.3 Rights of Stewards

Management of the Springfield complex intends to continue to respect the Rights of Stewards as outlined within the provision of Article 17 Section 3. However the practice of simply assuming a steward is released for union time is not consistent with the CBA and efficient operations. A designated steward clocking in and leaving the work area without authorization by Management makes it difficult to manage and assess staffing needs. More importantly, should an actual emergency exist within the installation, this practice makes it difficult to account for those employees. Therefore in accordance with the provisions of the Agreement it is expected that, "When it is necessary for a steward to leave his or her work area to investigate and adjust grievances or to investigate a specific problem to determine whether to file a grievance, the stewards shall request permission from the immediate Supervisor and such request will not be unreasonably denied." This includes when it becomes necessary for a steward to leave his/her work area to enter another work area within the installation. To facilitate the handling of these situations, when a steward makes a request to leave and/or enter a work area, he/she must first be approved by the Supervisors of the affected areas which shall be duly recorded by utilizing a PS Form 7020.

Additionally, the steward, Union officer and/or Union representative properly certified in accordance with Section 2 of Article 17 may continue to request and shall obtain access through the appropriate supervisor to review documents, files and other records necessary for processing of grievances and/or determining whether a grievance exists.

New security measures will soon be implemented with the consolidation of the facility with the Connecticut Valley District. Upon implementation of new badges, access to buildings, floors and specified areas within the facility may be limited.

I realize that some of the above differs from some practices within the Springfield complex and I would like to take the opportunity to discuss these matters with you. Due to the nature of the discussion, I would like a meeting with you and one designee. Please contact Doreen at 413-785-6230 to arrange the date and time of the meeting.


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Springfield Complex