



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

June 11, 1998

William Burrus
Executive Vice President
(202) 842-4246

Dear Sam:

This letter is in further response to the issue of management's authority to negate the application of a Local Memorandum of Understanding when the employer unilaterally declares a facility to be a "new installation". This issue was previously addressed by the parties resulting in an agreement of case #H7C-NA-C 89. The issues discussed leading to the agreement centered directly on the question of management's decision to change the authority of a manager and/or to construct a new building for postal activities. The parties agreed that these decisions, standing alone without the movement of employees through the application of Article 12 of the National Agreement, do not negate the negotiated coverage of a Local Memorandum of Understanding.

National Executive Board
Moe Biller
President

William Burrus
Executive Vice President

Douglas C. Holbrook
Secretary-Treasurer

Greg Bell
Industrial Relations Director

Robert L. Tunstall
Director, Clerk Division

James W. Lingberg
Director, Maintenance Division

Robert C. Pritchard
Director, MVS Division

George N. McKeithen
Director, SDM Division

This decision memorialized the parties intent, including the agreement that "it was mutually agreed that when facilities are consolidated or when a new installation is established as a result of administrative changes, such action does not change the coverage of any existing LMOU".

Regional Coordinators
Leo F. Persails
Central Region

Jim Burke
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Terry Stapleton
Southern Region

Raydell R. Moore
Western Region

As included in my previous correspondence, the purpose of my raising this issue is not to disturb the agreements reached on the International Mail Centers. The parties have engaged in good faith discussions and have reached agreements regarding the status of these facilities.

I do strongly contest the responses of January 30, 1998 and March 20, 1998 making reference to management's authority to declare installations independent. The union does not contest management's authority in this regards but takes exception to the implied consequence that when such authority is applied, under all circumstances negotiated Local Memorandum are affected. Management has the authority to determine which managers have authority over designated postal operations and to determine where specific operations will be performed. However, the construction of a new building and/or the specific designation of management officials does not by extension modify the applicability of a negotiated Local Memorandum of Understanding.

Article 12 of the National Agreement sets forth the circumstances where management's decision to declare a new installation will have an affect on employees and Local Memorandums of Understanding. This authority is limited to Article 12.5.C.3.a "Transfer of a Classified Station or Classified Branch to the Jurisdiction of Another installation or Made an Independent Installation" and Article 12.5.C.6 "Centralized Mail, Processing and/or Delivery Installation (Clerk Craft Only)". In these circumstances, the parties have agreed that management's actions require specific changes by employees and the resulting impact is the creation of a "new installation" requiring a new period of Local Implementation as contemplated by Article 30.E. Absent these specific circumstances identified in Article 12, it is the union's position that the establishment of what management refers to as "a new installation", is governed by the parties agreement of November 26, 1992 and existing Local Memorandum of Understandings must be adhered to for the term of the Agreement.

Thank you for your attention to this matter.

Sincerely,



William Burrus
Executive Vice President

Mr. Sam Pulcrano, Manager
Contract Administration
Labor Relations
475 L'Enfant Plaza, SW
Washington, DC 20260

WB:rb



UNITED STATES POSTAL SERVICE
475 L ENFANT PLAZA SW.
WASHINGTON DC 20260

Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

Re: H7C-NA-C 89

Dear Mr. Burrus:

On several occasions, you met with Thomas E. Keefe, Jr. in prearbitration discussions of the above-captioned grievance.

The issue in this grievance concerns a Postmaster's administrative authority.

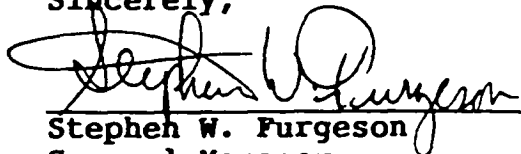
During the discussions, it was mutually agreed that when facilities are consolidated or when a new installation is established as a result of administrative changes, such action does not change the coverage of any existing LMOU. Matters associated with "consolidation" are addressed by application of Article 30.E.


Also it was mutually agreed that when finance numbers within an installation are changed, deleted or created, such changes, in and of themselves, do not change the coverage of an existing L.M.O.U. covering the installation.

Please sign and return the enclosed copy of this decision as your acknowledgement of agreement to settle this case.

Time limits were extended by mutual consent.

Sincerely,


Stephen W. Furgeson
General Manager
Grievance and Arbitration
Division


William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO

DATE 11-26-89

Mr. William Burrus
 Executive Vice President
 American Postal Workers
 Union, AFL-CIO
 1300 L Street, N.W.
 Washington, DC 20005-4128

Re: Q90C-6E-C 94058150

Dear Mr. Burrus:

On January 31, 1995, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance involves the effect of the 1992 restructuring on the labor-management relationship.

During our discussion, we mutually agreed that the provisions of Article 15, Section 2, Steps 2 and 3, did not change as a result of the restructuring. It continues to be true at Step 2 that "the installation head or designee in Step 2 also shall have authority to grant or settle the grievance in whole or in part." It continues to be true at Step 3 that "the Employer's representative likewise shall have authority to grant the grievance in whole or in part."

This agreement will not be applied to grievance settlements made prior to the effective date of this agreement, nor will it be cited in any ongoing disputes regarding such settlements.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to settle this case in its entirety.

Time limits at Step 4 were extended by mutual consent.

Sincerely,

for Reginald F. Yonk
 Daniel P. Magazu
 Grievance and Arbitration
 Labor Relations

William Burrus
 William Burrus
 Executive Vice President
 American Postal Workers
 Union, AFL-CIO

Date: 10-3-95

ec



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

William Burrus
Executive Vice President
(202) 842-4246

June 14, 1991

OFFICE OF APWU
LABOR RELATIONS DEPT.
91 JUN 18 PM 2:41

RE: H7C-NAC-89

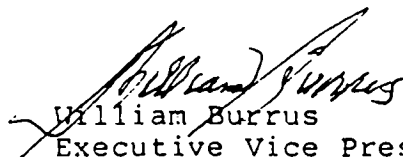
Dear Ms. Cagnoli:

By letter of April 20, 1990 the Union initiated a step 4 grievance protesting the employer's administrative authority of postmasters to change the terms of local memorandums. Despite the Union's request, the employer has failed to respond.

Pursuant to provisions of Article 15 of the National Agreement the Union appeals this dispute to arbitration. We protest the employer's refusal to discuss this issue pursuant to contractual provisions which requires the employer to apprise the Union of its position.

Your prompt attention of this matter is appreciated.

Sincerely,


William Burrus
Executive Vice President

Sherry A. Cagnoli
Asst. Postmaster General
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

WB:rb

National Executive Board

Moe Biller
President

William Burrus
Executive Vice President

Douglas C. Holbrook
Secretary-Treasurer

Thomas A. Neill
Industrial Relations Director

Kenneth D. Wilson
Director, Clerk Division

Thomas K. Freeman, Jr.
Director, Maintenance Division

Donald A. Ross
Director, MVS Division

George N. McKerthen
Director, SDM Division

Norman L. Steward
Director, Mail Handler Division

Regional Coordinators

James P. Williams
Central Region

Philip C. Flemming, Jr.
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

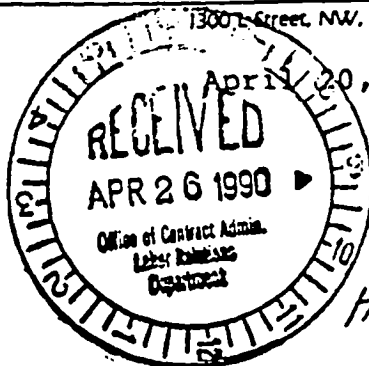
Archie Salisbury
Southern Region

Raydell R. Moore
Western Region



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005



April 20, 1990

90 APR 25 PM 2:47
OFFICE OF APWU
LABOR RELATIONS DEPT.

H7C-NAC 89

William Burrus
Executive Vice President
(202) 842-4246

Dear Mr. Mahon:

The Postal Service has changed the administrative authority of the postmaster, Kansas City, Kansas and as a result has invalidated the provisions of the Kansas City, Kansas and Kansas City, Missouri Local Memorandums.

National Executive Board
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President

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Douglas C. Holbrook
Secretary-Treasurer

Thomas A. Neill
Labor Relations Director

D. Wilson
Clerk Division

K. Freeman, Jr.
Director, Maintenance Division

Donald A. Ross
Director, MVS Division

George N. McKethen
Director, SDM Division

Norman L. Steward
Director, Mail Handler Division

The provisions of Article 30 of the National Agreement provide that the duration of Local Memorandums are concurrent to the National Agreement with the only exceptions as provided by Article 12. None of the exceptions of Article 12 apply to the action of the Kansas City office.

The Union hereby initiates a step 4 grievance contesting the employer's interpretation of the agreement and request that all affected employees be made whole.

Sincerely,

William Burrus
William Burrus
Executive Vice President

Regional Coordinators

James P. Williams
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Philip C. Flemming, Jr.
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Archie Salisbury
Southern Region

Raydell R. Moore
Western Region

Joseph J. Mahon, Jr.
Asst. Postmaster General
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

WB:rb


**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO**

The United States Postal Service and the American Postal Workers Union, AFL-CIO (Union) hereby agree to the following:

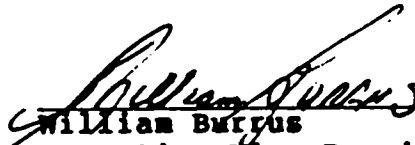
In the event that a provision of an existing Local Memorandum of Understanding is declared inconsistent or in conflict with the National Agreement:

- 1) Management will continue to honor such provision until the issue is either resolved by the regional representatives within seventy-five (75) days after the expiration of the local implementation period or such issue is adjudicated by an arbitrator.
- 2) The Union will not rely upon management's action in honoring the disputed provision(s) as evidence in an arbitration or any other forum whatsoever.
- 3) The dispute concerning items declared inconsistent or in conflict which are not resolved by the regional representatives will be heard in arbitration within ninety (90) days from the date of the appeal to arbitration.

This Memorandum of Understanding expires at the conclusion of the local implementation process of the 1990 National Agreement.



 Sherry A. Cagnoli
 Assistant Postmaster General
 Labor Relations Department
 United States Postal Service



 William Burrus
 Executive Vice President
 American Postal Workers
 Union, AFL-CIO

10/24/91
 Date

10-23-91
 Date



158 Postmaster's
Admin Authority

UNITED STATES POSTAL SERVICE
475 L ENFANT PLAZA SW.
WASHINGTON DC 20260

Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
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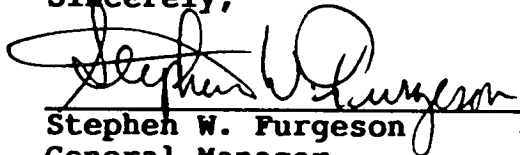
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William Burrus

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American Postal Workers
Union, AFL-CIO

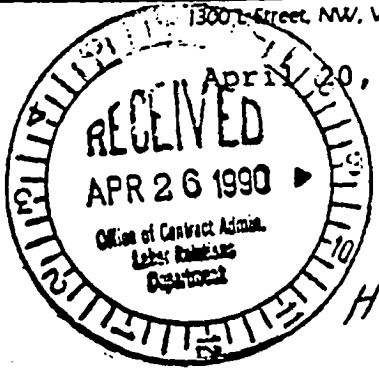
DATE 11-26-92

cc. *D. Stone*



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005



April 20, 1990

OFFICE OF APWU
LABOR RELATIONS DEPT.
90 APR 25 PM 2:47

H7C-NAC 89

William Burrus
Executive Vice President
(202) 842-4246

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