

Info and Q&A's on Upcoming Changes to Mail Processing Operations and Tours

As you all know, management at the highest levels has been attempting to consolidate operations and change the service standards for first class mail for years. Though the APWU and its partners have been successful over the last 4-5 years in delaying the changes we finally lost the battle. Early in 2014 the USPS announced a moratorium on the consolidations and changes to the delivery standards. This was a good short-term victory for us. However, the USPS when making that announcement also made it clear that everything would be back on with a 90 day notice in the *Federal Register*. In September of 2014, the USPS placed in the *Federal Register* that service standards would be changing on January 4, 2015 and consolidations were back on.

We had hoped to get Congressional relief but even with the gallant efforts of our Legislative Department, our sister unions, and other organizations, Congress once again failed to act on our behalf to intervene and stop this. Once the 113th Session of Congress adjourned in mid-December, our local management knew Congress would not intervene and began the rapid changeover we are now seeing. However, it was not without some coercion from the APWU that they even held a meeting to let us know what was going on. The APWU was kept in the dark until December 16, 2014 on any of the planned changes—although we did know it was coming and have shared that these changes were coming with you for more than a year—we had no specifics. But we are where we are now because of the lack of Congressional action and management's notice place in the *Federal Register* in September.

Hopefully, I can answer some questions for you. These are geared towards clerks, but the maintenance principles are generally the same. If you have a question about maintenance please contact the President.

Q: Does management have the right to change the tours and the way the mail is processed?

A: Yes they do. Contract Article 3 on page 6 gives them this exclusive right.

Q: Is the Union helping them make this change?

A: No. We have attempted to prevent the changes for a long time through our lobbying efforts. We do not believe this in the best interest of the public or the employees. However, we are involved as much as the Service will allow us to be in making sure all employees' contractual rights are followed. However, we believe mistakes will be made and we ask that if an employee feels that something was not done correctly, they were not afforded their rights, or for any other reason to contact their steward or local officer to rectify the situation or explain why it is being done the way it is being done.

Q: Will there be a complete re-bid of all duty assignments?

A: No. The contract and the Local Memorandum of Understanding do not require all duty assignments to be rebid. The change is currently only having an effect on 2 sections: Tour 3 Automated Letters and Tour 1 Automated Letters. Employees working in those sections will either be moved to a new start time or be required to rebid based on their start time, how much it is being moved, and whether they have been in their duty assignment for 1 year or more effective January 24, 2015. Please see the schedule sheet.

Q: It has been said this will affect everything. Who else is affected?

A: As of December 27, 2014 anyone on Tour 1 not in Automated Letters is being left alone. Anyone not in tour 3 Automated Letters is being left alone (NIXIE, Registry, Express, etc). The REC is currently unaffected, Customer Service is being left alone, and all the ASF are being untouched. However, Management has informed the APWU that they could be looking at changes to other sections as the process moves on and is evaluated.

Q: Why does every Tour 1 Automated Letters employee lose their bid and have to bid a new duty assignment?

A: All of these duty assignments are being eliminated in this section. The same aggregate number of jobs is being posted on either Tour 3 or Tour 2. Because these are jobs that are new to the section, they must be posted for all to bid. Because all the jobs will be in a new section on a new tour no one can "follow" the job. This is consistent with the Contract, LMOU, and long-term enforcement and interpretation of the posting provisions within this local.

Q: Why don't all the employees on Tour 3 lose their bids and have to bid a new job?

A: Again, consistent with the Contract and LMOU, there are times employees get to keep their duty assignments. For example, when a duty assignment moves start times by less than an hour without a change to the days off—the employee is moved into it. No matter their seniority or length of time in the duty assignment. Another example is if the job does not change days off but changes less than 4 hours without a change to the section or tour—then the incumbent (a person who has held the duty assignment for 1 year or more) can keep the job. Please see the schedule sheet.

Q: How do I become unassigned?

A: If you do not bid a new duty assignment or accept a change to your start time you will be made unassigned.

Q: What happens if I am made unassigned?

A: Within 28-days of becoming unassigned management must assign you a schedule. This is not a duty assignment. That schedule cannot be changed for 180 days and you will be expected to work it. It is at management whims and you won't have a say in this schedule. While you are unassigned you are required to bid for all jobs within the same wage level your last duty assignment was.

Q: Can I be assigned a duty assignment during the 180 days?

A: Yes. An assignment to a duty assignment is not a "change to your schedule". It is placing you in a bid. You can be placed in any bid you are minimally qualified for—including a lower lever REC site position. You will be expected to pass the training for any job you are assigned to. If you fail the training you will be given a 30-Day Notice of Separation (Removal) and afforded one opportunity every day you work to pass the required test for the training you were in. If you do not pass the training or are declared a successful bidder on another duty assignment you will be let go. If this happens to you—contact the union so we may file a grievance on your behalf.

Q: What if I bid a duty assignment while I am unassigned?

A: You enter training as if you were in a duty assignment. You will go to training and attempt to qualify. If you fail, you just go back to being unassigned—because you bid a duty assignment, you weren't assigned it. You are also not eligible for assignment to another duty assignment while you are "pending qualification" on a duty assignment you bid.

Q: Are there any advantages to becoming unassigned?

A: Yes. If you are on Tour 1 in Automated Letters and you hold on and are made unassigned you will have “retreat rights” back to Tour 1 Automated Letters if it ever returns (in 1995 we never thought we would see the return of Tour 2). This means you cannot have been awarded a bid and you have received written notification that you will be made unassigned. This will give you retreat rights. However, you must weigh your desire for retreats heavily against the negatives of becoming an unassigned employee.

Q: How many jobs can I bid?

A: As many as you want. You will just be required to rank them in the order you desire them. If there are 100 duty assignments on a bid sheet you rank the one you want the most as 1 and the least as 100. It is up to you how many you bid. The more you bid the less chance there is to becoming unassigned.

Q: What does remaining a live bidder mean?

A: This means that if you bid a duty assignment you really want and that you want to still be considered for this duty assignment even after being awarded another duty assignment. For example, you bid a job at the Main Office with Sat/Sun off that requires Window Training. Someone senior to you is awarded it the duty assignment and then you are awarded your second choice job of mail processing on tour 2. There is always a chance the senior person could withdraw from the bid before training starts or fail training. Typically, if you are awarded another duty assignment you can’t be awarded the job the person failed to qualify on—however if you give management a letter identifying the job you want to remain a “live bidder” on within 10 days of being awarded another bid you can still be considered. If you find yourself in this situation please contact the Union to help you.

Q: Is management required to give me a hard copy of the bid sheet?

A: No. However, the APWU posts these on the local website usually within 24 hours of receiving them. Go to www.apwuslc6.org and look on the left menu for the “Bids” tab. This part of the website is open to all we represent. If you would like to come to the Union Hall we would be happy to print one for you if you are a Union Member.

Q: What is the best way to bid?

A: The APWU recommends computer bidding. If you use the phone there is no real record of it. If you use a computer you can print a record of your bids to have in case there is a dispute. If you do not have a computer or printer, Union Members may come to the Union Hall and utilizing our computer, internet connection, and printer.

I am sure there are many more questions. But this will at least get you started. Should you have specific questions please contact your steward or other union officer to help get your question answered.

<u>8:00-1630</u>		<u>1200-2030</u>		<u>1630-0100</u>	
SAT/SUN	20	SAT/SUN	5	SAT/SUN	22
SUN/MON	2	MON/TUE	6	SUN/MON	8
MON/TUE	19	TUE/WED	2	MON/TUE	17
TUE/WED	2	WED/THU	4	TUE/WED	7
WED/THU	13	THU/FRI	6	WED/THU	10
THU/FRI	3	SAT/FRI	10	THU/FRI	3
SAT/FRI	3			SAT/FRI	7
TOTAL	62		33		74

These are the schedules and the numbers of start time/days off combinations Management provided President Charlie Cash on Monday

- A. Employees on Tour 3 Automated Letters with a 1700 start time will be moved to a 1630 start time with the same days off consistent with the Contract Article 37.4.c.1 (page 166) no matter how long they have occupied a Tour 3 1700 start time duty assignment. These employees are not required to bid a new duty assignment, however, if you see one you like and want you are more than welcome to bid.
- B. Employees on Tour 3 Automated Letters with a 1400 Start time, and you have been in the same duty assignment for more than 1 year by January 24, 2015 will be asked by seniority which Tour 3 duty assignment with the same days off they would like to take—either a 1200 start time or a 1630 start time. It is in your best interest to select a start time; if you do not you will be made an unsigned regular and subject management's whim for a schedule and duty assignment. This is consistent with Contract Article 37.4 (page 166) and what has been negotiated locally in our *Local Memorandum of Understanding* (LMOU) in Article 12.A-C (page 17-19). These employees are not required to bid a new duty assignment, however, if you see one you like and want you are more than welcome to bid.
- C. Employees on Tour 3 Automated Letters who have a 1400 start time and have not been in their duty assignment for a year or more effective January 24, 2015, you will be required to bid a new duty assignment consistent with Contract Article 37.4 (page 166) and our LMOU Article 12.A-C (page 17-19). If you do not bid a duty assignment or are not designated a successful bidder you will become an unassigned regular and subject to the provisions of being unassigned.
- D. All duty assignments on the new Tour 2 Automated Letters are new and will be posted for bid to everyone. However, there are a very few employees left in Salt Lake City who worked in this Section back in 1995 when it was eliminated. They will have the option to bid and have preferential bid rights to these jobs. The APWU estimates those with retreat rights are less than 10 and we are attempting to verify that.
- E. Employees on Tour 1 Automated Letters will not have duty assignments come January 24, 2015. Because 100% of the duty assignments in the Automated Letters section are being eliminated all Tour 1 Automated Letters employees will be made unassigned regulars effective January 24, 2015 unless they bid and are awarded a new duty assignment. Consistent with Contract Article 37.4 (page 166) and the LMOU Article 12.A-C (page 17-19). You will be required to bid a new duty assignment that is available for posting after application A, B, & D above.
- F. Consistent with Contract Article 37.4 and LMOU Article 12.A-C enforcement and long-time interpretation, any duty assignment that is posted that does not currently exist in a section, have new days off, change more than 4 hours, or move to a new section or tour—must be reposted for bid to all employees in the installation.

Definitions

Duty Assignment:	This is commonly known as a “Bid”. It is a schedule with start times, end times and days off.
Tour 1:	Any work that starts between 2000 and 0399.
Tour 2:	Any work that starts between 0400 and 1199.
Tour3:	Any work that starts between 1200 and 1999.
Section:	An work area as defined by our LMOU in Article 12.B pages 15 and 16. As well as addendums signed in August by the APWU President and the Plant Manager. Tour 1 Automated Letters is a section and Tour 3 Automated Letters is also a section.
Reversion:	Elimination of a vacant duty assignment thus reducing the number of duty assignments in a section after it is voluntarily vacated (bid out, resignation, retirement, transfer, death, or removal).
Abolishment:	The act of eliminating an occupied duty assignment by either changing the duty assignment schedule, days off, or training requirements. Abolishments can either leave the number of duty assignments in a section or lead to excessing if the job is outright eliminated.
Excessing:	The act of reassigning an employee to another section by abolishing and eliminating their duty assignment by juniority or eliminating every duty assignment in the section.
In-Section Bidding:	The act of bidding on remaining duty assignments by the employees left in a section after excessing has occurred. This is done by seniority and conducted by the union. In Section bidding does not occur when the number of duty assignments increase in a section or if changes are made to jobs that do not require a repost (less than an hour, incumbency rights).
Incumbent:	Defined by our LMOU as an employee who has been in a duty assignment for at least one year. Incumbents can keep duty assignments where there is no change to the days off, the tour does not change, the section does not change, the start time does not move by more than 4 hours, nor is any additional training requirements added to or removed from the duty assignment.

Based on the changes coming to the Mail Processing in Salt Lake City there will not be any in-section bidding. Tour 1 Automated Letters is eliminating every duty assignment. Thus there will be nothing left for anyone to work or bid. Tour 3 Automated Letters is not reducing the number of actual duty assignments—they are increasing the number of duty assignments. However based on LMOU Article 12.B.3 (page 18) incumbents will get to choose what start time they want by seniority. Some employees will lose their duty assignment on Tour 3 because they are not incumbents—but this is not excessing because the number of duty assignments were increased—not reduced.