

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER**DO NOT WRITE IN THIS SPACE**

Case

Date Filed

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer United States Postal Service		b. Tel. No. (202) 268-2550
		c. Cell No.
		f. Fax No.
d. Address (Street, city, state, and ZIP code) 475 L'Enfant Plaza, SW Washington, DC 20260	e. Employer Representative Megan Brannan Postmaster General	g. e-Mail
		h. Number of workers employed 400,000
i. Type of Establishment (factory, mine, wholesaler, etc.) Postal service	j. Identify principal product or service Processing, distribution and delivery of mail	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (5) and 8(d) _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) See attached Basis of the Charge statement.		
3. Full name of party filing charge (if labor organization, give full name, including local name and number) National Postal Mail Handlers Union, a Division of LIUNA (AFL-CIO)		
4a. Address (Street and number, city, state, and ZIP code) 1101 Connecticut Avenue, NW Suite 5000 Washington, DC 20036		4b. Tel. No. (202) 833-9095
		4c. Cell No.
		4d. Fax No.
		4e. e-Mail
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)		
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel. No. (202) 833-9095
By _____ Thomas J Branch, Manager-Contract Admin		Office, if any, Cell No. (202) 255-5162
_____ (signature of representative or person making charge) (Print/type name and title or office, if any)		Fax No.
1101 Connecticut Avenue, NW Suite 500 Washington DC 20036 _____ Address (date)		e-Mail tjbranch@npmhu.org

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**PRIVACY ACT STATEMENT**Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

2. Basis of the Charge statement:

The Postal Service, the National Postal Mail Handlers Union (NPMHU), and the American Postal Workers Union (APWU) have an established, tripartite procedure (called the RI-399 Dispute Resolution Procedures, attached hereto as Exhibit 1) for bargaining with respect to jurisdictional determinations regarding new work assignments.

Pursuant to those procedures, following a tripartite notice and comment process, the Postal Service issued a determination on June 1, 2015 (attached hereto as Exhibit 2) that the Mail Handler Craft represented by the NPMHU is the recognized primary craft for all duties associated with the operation of a new piece of equipment that is being introduced into postal facilities around the country, the Small Parcel Sorter System (SPSS). Under the RI-399 procedures, the APWU had an opportunity to dispute this craft determination, but it did not file a dispute to do so. The determination of June 1, 2015 therefore was effective and final and binding, and the Postal Service has taken actions to implement it.

On August 7, 2015, the Postal Service unilaterally reversed its June 1, 2015 determination and issued a new determination (attached hereto as Exhibit 3) that the duties associated with the operation of the SPSS would be assigned to the Clerk Craft represented by the APWU instead of the Mail Handler Craft. The Postal Service's conduct violates its duties under Sections 8(a)(1), 8(a)(5) and 8(d) of the Act.

The Union seeks injunctive relief under Section 10(j) of the Act, as well as any other relief the Board deems appropriate.

EXHIBIT 1

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE, THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO, AND
THE NATIONAL POSTAL MAIL HANDLERS UNION,
A DIVISION OF LABORERS'
INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

REGIONAL INSTRUCTION 399 - DISPUTE RESOLUTION PROCEDURES

General Principles

The parties to this Agreement agree to a new procedure for resolving jurisdictional disputes under Regional Instruction 399 (hereafter "RI-399"). The new procedures will be implemented sixty (60) calendar days after the effective date of this Agreement.

Effective with the signing of this Agreement, no new disputes will be initiated at the local level by either union challenging jurisdictional work assignments in any operations as they currently exist. Except as otherwise specifically provided in the New or Consolidated Facilities, New Work, or Operational Change sections contained in this memorandum, all local craft jurisdictional assignments which are not already the subject of a pending locally initiated grievance will be deemed as a proper assignment for that facility.

In order to provide for expeditious and efficient resolution of jurisdictional disputes only one representative case shall be processed for each operation/function in dispute. Multiple disputes arising out of the same or substantially similar issues or facts shall not be allowed.

Dispute Resolution Committees shall be established at the local, regional and national levels. The Committee shall be composed of one (1) representative from each of the three parties. The representative on the Committee may be assisted by a technician at any or all meetings if advance notice is given to the other two parties. At larger installations the local parties may mutually agree to establish more than one (1) Committee; however, there shall not be more than one (1) Committee per facility. Committee decisions shall be by mutual agreement of all 3 parties.

Meetings of the Committee must be scheduled with sufficient frequency so that a decision can be rendered within the time limits contained in this Agreement. The time limits contained in this Agreement may be extended by mutual agreement of the parties. If a committee fails to render a decision within the time frames in this Agreement the moving union may appeal the dispute to the next step in the procedure.

Each party at the local level will be responsible for maintaining an inventory of jurisdictional assignments not in dispute. As jurisdictional disputes are resolved under this procedure, the results shall be added to the inventory.

The national parties shall mutually determine and implement a new numbering system to be utilized in this procedure.

All parties to this Agreement may participate in the arbitration proceedings at either level and all parties shall be bound by the arbitrator's award whether or not they participate in the arbitration proceedings. The arbitrator's award shall be final and binding.

Any settlement entered into at any level must be a tripartite settlement.

Local Level

The Local Dispute Resolution Committee (LDRC) will have thirty (30) calendar days after receipt of a properly filed dispute to attempt to resolve the dispute.

1. A dispute may be initiated by either Union. It must be submitted in writing to the other two parties. It must, at minimum, contain:
 - A. the operation number/description,
 - B. the function number/description,
 - C. what craft is presently assigned the work,
 - D. a diagram of the operation with a written narrative describing the disputed function,
 - E. the contentions of the party filing the dispute.

- F. The condition which permits the filing of the dispute; i.e., new or consolidated facility, new work, or operational changes.
2. If a dispute is resolved, a tripartite settlement agreement will be signed by the parties and the jurisdictional work assignment shall be added to the local inventory of agreed upon craft assignments. The settlement agreement will include the grievance number, the identification of the operation and functions involved and the determination of the appropriate craft. A diagram jointly prepared with a narrative describing the disputed operation/function will be attached to the settlement, if possible.
 3. If the dispute is unresolved at the end of the thirty (30) day period, a tripartite decision will be written by the Committee setting forth the position of each party. The moving Union may appeal the dispute to the Regional Committee within twenty-one (21) calendar days of the date the decision is reduced to writing and signed by the three parties. A copy of the appeal and the complete case file must be sent to each of the Regional parties by the appealing Union.

Regional Level

The Regional Dispute Resolution Committee (RDRC) shall have sixty (60) calendar days after receipt of a properly appealed dispute to attempt to resolve the dispute.

1. If a dispute is resolved a tripartite settlement agreement will be signed by the parties. The Agreement shall contain the same information specified in the section of this Agreement for local settlement of disputes. The Agreement will be sent to the local committee for implementation and the work assignment shall be added to the local inventory of agreed upon craft assignments.

2. If the dispute is unresolved at the end of the sixty (60) calendar day period, a tripartite decision will be written by the Committee setting forth the position of each party. The moving Union may appeal the dispute to regional arbitration within twenty-one (21) calendar days of the date of receipt of the written decision of the Committee. Copies of the appeal will be provided to the other parties.
3. If any member of the Regional Committee identifies an appealed dispute as involving an interpretive issue which is of general application, that member shall inform the other members of the specific issue(s), in writing, prior to the issuance of a decision by the Committee on that dispute. The written decision by the Committee shall have this written notification attached to the decision. If such an issue is so identified and remains unresolved on the date of the Regional Committee decision, the moving union may only appeal such dispute to the National Committee. Failure of a party to identify such an issue prior to the date of the decision by the Regional Committee precludes appeal to the National Committee of that specific dispute.
4. The RDRC may, by mutual agreement, remand a case back to the LDRC with specific instructions.

National Level

The National Dispute Resolution Committee (NDRC) shall have sixty (60) calendar days after receipt of a properly filed or appealed dispute to attempt to resolve the dispute.

1. Either union party may initiate a dispute at the National level when such dispute involves an interpretive issue which under the National Agreement is of general application. Such disputes shall be provided to the National Committee, in writing, and must specify in detail the facts giving rise to the dispute, the precise interpretive issues to be decided and the contentions of the Union.

2. If a dispute is resolved, a tripartite settlement agreement will be signed by the parties.
3. If the dispute is unresolved at the end of the sixty (60) calendar day period, a tripartite decision will be written by the Committee setting forth the position of each party. The moving Union may appeal the dispute to National Arbitration within twenty-one (21) calendar days of the date of receipt of the written decision of the Committee. Copies of the appeal will be provided to the other parties.
4. In the event the National Committee, after review, decides that a dispute appealed from the regional level does not involve an interpretive issue which is of general application, the dispute shall be remanded to the regional level and placed on the list of pending arbitration cases.

Regional Arbitration

A panel of two (2) arbitrators will be jointly selected by the parties for each of the five (5) regions. Additional arbitrators may be added to a regional panel up to a maximum of five (5) by mutual agreement of the parties. Selection of the arbitrators will be by a method and for a time period to be agreed upon by the parties. Such panel of arbitrators shall hear only jurisdictional cases. Their fees and expenses will be allocated on a basis of one-half (1/2) to management and one-half (1/2) shared equally by the participating unions. If any party decides not to participate in the arbitration proceedings, the remaining parties will equally divide the arbitrator's fees and expenses. The current practices of the parties related to allocation of cost for canceled dates will be continued.

Scheduling of regional arbitration cases will be jointly performed by the parties from a list of dates submitted by the arbitrators. All scheduling correspondence with the arbitrators will be jointly signed by the parties. The method of scheduling will be jointly agreed to by the parties. The factors to be considered in establishing such a method shall be:

1. a first-in/first-out basis;
2. cost effectiveness of the system;
3. volume of cases in a particular geographic area;
4. availability of advocates for each party; and
5. a proportionate allocation of dates for each geographic area.

Cases will be scheduled and heard within ninety (90) calendar days after receipt of the appeal. Jurisdiction arbitrators will provide their decisions to the parties within thirty (30) calendar days of the close of the record.

National Arbitration

One arbitrator will be jointly selected by the parties at the national level on the basis of mutual agreement. Once selected, the arbitrator will hear only jurisdictional disputes. The arbitrator's fees and expenses will be allocated on the basis of one-half (1/2) to management and one-half (1/2) shared equally by the participating unions. However, if a party decides not to participate in the arbitration proceedings, the remaining parties will equally divide the arbitrator's fees and expenses. Scheduling of cases will be jointly performed by the parties from a list of dates submitted by the national arbitrator. Time frames will be the same as those designated for regional arbitration. The method of scheduling will normally be on a first-in/first-out basis.

Pursuant to Article 15 of the National Agreement, only disputes involving interpretive issues under the National Agreement which are of general application will be arbitrated at the national level.

Additionally, the national-level arbitrator may be invited to participate in an advisory capacity at National Committee meetings on items related to problems of consistency of regional-level awards or other problems mutually determined by the committee. The arbitrator may be empowered by mutual agreement of the parties to issue instructions to the regional-level arbitrators which were consistent with any mutual understanding on these issues reached as a result of committee discussions. Payment for such services will be made as for an actual arbitration hearing.

New Or Consolidated Facilities

The following procedures shall apply to the opening of new or consolidated facilities.

Forty-five (45) calendar days prior to the opening of a new or consolidated facility, the members of the RDRC will be notified of the date on which activation will take place. Within ninety (90) calendar days of that activation, the LDRC designated for the facility will conduct an inventory of jurisdictional assignments at the facility and will attempt to resolve any disputes which arise from these discussions. If necessary, representatives of the RDRC will assist the local parties with on-site reviews.

Jurisdictional assignments shall not be changed solely on the basis of moving operation(s) into a new facility. If jurisdictional assignments existed in a previous facility, they shall be carried forward into the new facility except where operational changes as described below result in the reassignment from one craft to another.

In a new or consolidated facility, the jurisdictional assignment in the previous facilities must be considered by the LDRC in the determination mentioned above, in the event the consolidated operation(s) had a mixed practice in the previous installations.

The decision of the LDRC will be processed in accordance with the decision and appeals procedures previously outlined, including appeals to the higher levels of the process.

New Work

This section refers to implementation of RI-399 involving work which had not previously existed in the installation.

The procedures for activation of a new or consolidated facility shall apply to the assignment of new work to an installation. The standards contained in Section II.E of RI-399 shall apply in making the craft determinations.

Operational Change

Management will not engage in operational changes for the purpose of affecting the jurisdictional assignments in a

facility. It is the intent of the parties to continue craft jurisdictional assignments which are not already the subject of a grievance as indicated on page 1, paragraph 2, of this Agreement.

To the extent that operational changes are made that may result in the reassignment of functions from one craft to another management must present and discuss such changes with the LDRC thirty (30) days prior to the effective date of the operational change. Within 14 days from the effective date, the adversely impacted union may appeal the operational change to arbitration. A tripartite arbitration shall be heard within sixty (60) days of the effective date of the operational change in order to resolve any jurisdictional disputes. The issue to be decided in cases involving operational changes will be whether the proposed change is consistent with RI-399 and/or the intent of this Agreement.

for Willie J. D'Amore
SHERRY A. CAGNOLI
Assistant Postmaster
General
Labor Relations Department
U.S. Postal Service

Moe Biller
MOE BILLER
President
American Postal Workers
Union, AFL-CIO

Glenn Berrien
GLENN BERRIEN
President
National Postal Mail
Handlers Union

DATE 4-16-92

EXHIBIT 2



June 1, 2015

Mr. Paul V. Hogrogian
President
National Postal Mail Handlers
Union (NPMHU)
1101 Connecticut Avenue, NW, Suite 500
Washington, DC 20036-4304

Certified Mail Tracking Number:
7013 3020 0002 3617 4559

Dear Paul:

This letter is in regard to the jurisdictional craft determination for operation of the Small Parcel Sorting System (SPSS). On April 23 members of the RI-399 National Dispute Resolution Committee (NDRC) visited the West Valley Processing & Distribution Center (P&DC) to observe the SPSS in operation. By the enclosed letter dated April 28, the Postal Service asked the American Postal Workers Union (APWU) and the National Postal Mail Handlers Union (NPMHU) to provide input regarding which craft should be the primary craft for operation of the machine. The Postal Service received input from both unions by letters dated May 7.

The SPSS is designed to provide additional processing support for the growing package needs of small parcels weighing 20 pounds or less. As indicated in previous correspondence and the February 10 briefing provided to the unions, the Postal Service plans to deploy 26 SPSS machines, in addition to the 5 pilot test locations.

The standard configuration for the SPSS includes five (5) induction stations on one platform with 196 discharge chutes to wiretainers, pallet boxes or spinner sack racks. Parcels are dumped onto incline belts leading to each induction station. The operator then singulates, faces and slides packages to the induction belt. There will be no keying operation associated with the SPSS. The system collects weight & dimensions of every package, and includes a Postal Furnished Equipment (PFE) Top-read camera, with OCR enhancement, to identify barcodes. Packages are discharged to the appropriate wiretainers, sack or pallet box, and sweepers remove the containers for transfer to the appropriate dispatch area.

Recent enhancements to the pilot machine, as indicated in the enclosed April 28 follow up correspondence, include:

4. Larger carrier cell size – allowing larger packages to be processed;
5. OCR capability – providing improved address and barcode readability; and
6. VCS capability – providing remote coding capability through the REC site.

The duties performed in operation of the SPSS include:

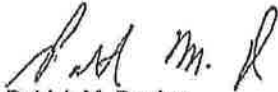
- Retrieval of packages from a staging area
- Operating a container dumper and dumping packages onto incline belt
- Singulating/separating packages
- Facing/Feeding packages to induction belt
- Sweeping packages (removing full containers and replacing with empty containers)
- Transporting full containers to a staging area

The duties performed on the SPSS are similar to those performed on the Automated Package Processing System (APPS) and the Automated Parcel Bundle Sorter (APBS), with one distinct difference. On the APBS, the employees singulating and facing the mail also perform keying duties. Where keying is involved, the work is normally assigned to the Clerk Craft. However, the SPSS, with OCR and VCS capability, eliminates the need for any keying whatsoever. Therefore, the duties performed on the SPSS are most similar to those performed on the APPS, where no keying is involved.

After reviewing the equipment operation, carefully considering the input from the American Postal Workers Union, AFL-CIO and the National Postal Mail Handlers Union, and applying the principles of RI-399, the Postal Service has determined that all duties performed on the SPSS are most similar to the duties performed by a Mail Handler. Accordingly, the primary craft for all duties associated with the operation of the SPSS is the Mail Handler Craft.

The actual number of employees required to perform the duties associated with the SPSS at any time will be determined based on local configuration and operational needs. In the test sites where the SPSS is already in operation and clerk craft employees have been utilized for machine testing, assignment of the appropriate craft in accordance with this determination will be made as expeditiously as possible, but no later than 90 days from the date of this letter.

Sincerely,



Patrick M. Devine
Manager
Contract Administration (APWU)

Enclosures

(CA2016-342)

EXHIBIT 3



August 7, 2015

Mr. Paul V. Hogrogian
National President
National Postal Mail Handlers Union
1101 Connecticut Avenue, NW, Suite 500
Washington, DC 20036-4304

**Certified Mail Tracking Number:
7013 3020 0002 3617 6201**

Dear Mr. Hogrogian:

This replaces and supersedes our June 1 letter regarding the craft determination for operation of the Small Parcel Sorting System (SPSS). After further review and consideration of the equipment operation, arbitral history and prior jurisdictional craft determinations, and again carefully considering the input from the American Postal Workers Union, AFL-CIO and the National Postal Mail Handlers Union, and applying the principles of RI-399, the Postal Service has determined that a modification to the June 1 SPSS craft determination is necessary.

We have determined that the hands-on induction, including the singulating/separating and facing of individual packages; on the five induction stations of the SPSS is similar to the induction stations on both the Small Parcel Bundle Sorter (SPBS) and the Automated Package Processing System (APBS), which are staffed with mail processing clerk craft employees.

The primary craft designation for the performance of duties for operation of the SPSS is as follows:

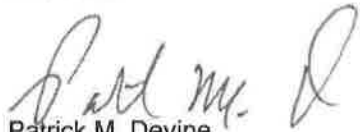
- | | |
|--|--------------------|
| 1. Retrieval of packages from a staging area | Mail Handler Craft |
| 2. Operating a container dumper and dumping packages onto incline belt | Mail Handler Craft |
| 3. Singulating/separating packages & facing/feeding packages onto induction belt | Clerk Craft |
| 4. *Sweeping packages (removing full containers and replacing with empty containers) | Mail Handler Craft |
| 5. Transporting full containers to a staging area | Mail Handler Craft |

*Clerk craft employees assigned to the induction stations will do so before rotating to other duties. Clerk craft employees who rotate to another work assignment will perform sweeping duties on the SPSS. Personnel assigned to perform sweeping duties in addition to the minimum number required to implement the subject rotation system will be from the primary craft (mail handler).

The actual number of employees required to perform duties associated with the SPSS at any time will be determined by management based on local configuration and operational needs. In the test sites where the SPSS is already in operation, assignment of the appropriate craft in accordance with this determination will be made as expeditiously as possible, but no later than 90 days from the date of this letter.

If you have any questions or concerns, please contact Rickey Dean at extension 7412.

Sincerely,

A handwritten signature in cursive script, appearing to read "Patrick M. Devine".

Patrick M. Devine
Manager
Contract Administration (APWU)

LABOR RELATIONS



August 10, 2015

Mr. Paul V. Hogroglan
National President
National Postal Mail Handlers Union
1101 Connecticut Avenue, N.W., Suite 500
Washington, DC 20036

Certified Mail Tracking Number:
7012 1010 0000 7785 5440

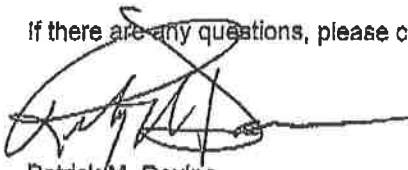
Dear Paul:

As a matter of clarification regarding the August 7 letter concerning the craft jurisdiction determination on the Small Parcel Sorting System (SPSS); this notice is to correct a typographical error in that letter.

The second paragraph of the August 7 letter uses the correct acronym (APBS) but the wrong machine name. The second paragraph should read (**change in bold**):

We have determined that the hands-on induction, including the singulating/separating and facing of individual packages, on the five induction stations of the SPSS is similar to the induction stations on both the Small Parcel Bundle Sorter (SPBS) and the **Automated Parcel Bundle Sorter (APBS)**, which are staffed with mail processing clerk craft employees.

If there are any questions, please call Rickey Dean at extension 7412.


Patrick M. Devine
Manager
Contract Administration (APWU)