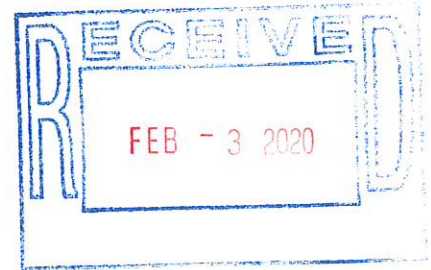




January 30, 2020



Mr. Brian J. Wagner
President
National Association of Postal
Supervisors
1727 King Street, Suite 400
Alexandria, VA 22314-2753

Dear Mr. Wagner:

This is in response to your January 9, 2020, correspondence "protest[ing] the inaction of the U.S. Postal Service in failing to notify and consult with [NAPS]" during the unionization of EAS-18 career specialists at the Greensboro Human Resources Shared Services Center (HRSSC). According to NAPS, the Postal Service's decision to take a neutral position, without notifying or consulting with NAPS, during the APWU's organizing campaign "violates the law and its respect for due process."

First, as outlined in the Postal Service's motion to dismiss NAPS' July 26, 2019, lawsuit in D.C. District Court, the Postal Service is under no legal obligation to recognize NAPS as the representative of non-supervisors, including EAS-18 career specialists. The Postal Service's practice of engaging in pay consultations with NAPS concerning non-supervisory employees after the expiration of the 1978 agreement was purely voluntary and certainly before NAPS elected to sue the Postal Service in federal court. As Title 39, Section 1004(b) clearly provides, "[t]he Postal Service shall provide a program for consultation with recognized organizations of **supervisory and other managerial** personnel who are not subject to collective-bargaining agreements under chapter 12 of this title."

Second, even if NAPS were the legal representative of EAS-18 career specialists, the Postal Service was under no obligation to notify or consult with NAPS when electing to take a neutral position during the union campaign. Under Section 1004(b), management associations are entitled to "participate directly in the planning and development of pay policies and schedules, fringe benefit programs, and other programs relating to supervisory and other managerial employees." Congress clearly did not anticipate that management associations would be consulted about union organizing activity, precisely because the rights of management associations are tied to "supervisory and other managerial personnel who are **not subject to collective-bargaining agreements**" 39 U.S.C. § 1004(b).

Third, even if the Postal Service wished to voluntarily recognize NAPS as the representative of EAS-18 career specialists and voluntarily consult with NAPS about the organizing activity, the Postal Service has no authority to stop these employees from organizing. That authority lies solely with the National Labor Relations Board (NLRB). Indeed, NAPS attempted on December 14, 2019, to postpone the union election by filing a motion to intervene with the NLRB, alleging that EAS-18 career specialists were not appropriately suited for the bargaining unit. The NLRB denied

NAPS' motion on December 16, 2019, concluding that NAPS "did not submit any showing of interest from any employees" or "proffer any evidence in support of its contentions regarding the appropriateness of the bargaining unit." Clearly, any action or inaction on the part of the Postal Service was harmless because NAPS was on notice of unionization at the HRSSC and had an opportunity to intervene.

If you have any further questions regarding this matter feel free to contact me at 202 268-7447.

Sincerely,



Doug A. Tulino



NATIONAL ASSOCIATION OF POSTAL SUPERVISORS

National Headquarters
1727 KING STREET, SUITE 400
ALEXANDRIA, VA 22314-2753
Phone (703) 836-9660

January 9, 2020

Mr. Doug Tulino
Vice President, Labor Relations
United States Postal Service
475 L'Enfant Plaza SW Room 9014
Washington, DC 20260-4000

Re: Unionization of HRSSC Level-18 Specialists

Dear Doug:

I'm writing to protest the inaction of the U.S. Postal Service in failing to notify and consult with the National Association of Postal Supervisors (NAPS) regarding Postal Service decisions and actions involving the conversion of all EAS-18 career specialists at the Greensboro HRSSC to clerk positions eligible for representation by the American Postal Workers Union. Incumbents of these HRSSC EAS-18 positions previously had been represented by NAPS as the officially-recognized representative of all career EAS employees at the Greensboro HRSSC, as confirmed in a December 28, 2018 letter from your office (attached).

Postal Service decisions and actions that contribute to the unionization of EAS positions represented by NAPS constitute a subject appropriate for prior notice and consultation with NAPS. In addition, the Postal Service has the special responsibility to fully exercise its rights and privileges as an employer during the conduct of NLRB union representation proceedings at a postal facility. The Postal Service's conscious decision to stand down to unionization efforts at Greensboro, and, by its actions, collude through stipulated agreement with APWU to permit a union election to occur and on an accelerated basis – without any notice or consultation with NAPS -- violates the law and its respect for due process. It undermines the good faith essential to productive consultation.

I ask that we meet at the earliest possible time to discuss the underlying events at Greensboro and Postal Service plans to assure that NAPS is properly consulted in the future. Please advise as to when NAPS and the USPS may meet on this matter.

Best regards,

A handwritten signature in blue ink, appearing to read "Brian J. Wagner".

Brian J. Wagner
National President

Attachment

DOUG A. TULINO
VICE PRESIDENT, LABOR RELATIONS



December 28, 2018

OFFICERS

SUBJECT: Area and Headquarters Pay Package

Attached is the Area and Headquarters pay package for non-bargaining employees in the Pay-Band and Executive and Administrative Schedule (EAS) through fiscal year 2019. As indicated in the attachment, this pay package will not apply to those Headquarters and Area positions who are represented by the National Association of Postal Supervisors (NAPS). The pay decision for those positions will be finalized after the Fact-Finding process is complete.

A handwritten signature in black ink, appearing to read "Doug A. Tulino".

Doug A. Tulino

Attachment

cc: Managers, Human Resources (Area)

**AREA and HEADQUARTERS EAS AND PAY-BAND PAY PACKAGE
THROUGH FISCAL YEAR 2019**

THE FOLLOWING POSITIONS ARE EXCLUDED:

- ALL EAS POSITIONS AT THE NETWORK DISTRIBUTION CENTER (NDC)
- ALL CAREER EAS POSITIONS AT THE HUMAN RESOURCES SHARED SERVICE CENTER (HRSSC)

<u>POSITION</u>	<u>LEVEL</u>	<u>OCC CODE</u>
• MGR, CUSTOMER CARE OPERATIONS	EAS-25	0340-0014
• MGR, CUSTOMER CARE OPS SUPPORT	EAS-25	0340-0016
• SUPV, CUSTOMER CARE CENTER	EAS-17	2345-0107
• CUSTOMER CARE SUPPORT SPEC	EAS-19	2345-0108
• QUALITY ANALYST	EAS-19	1910-0026
• MGR, SALES (DISTRICT) (1)	EAS-26	2370-0576
• MGR, SALES (DISTRICT) (2)	EAS-25	2370-0382
• MGR, SALES (DISTRICT) (3)	EAS-24	2370-0575
• SALES EXECUTIVE SR (MAILING)	EAS-23	2370-0390
• SALES EXECUTIVE SR (SHIPPING)	EAS-23	2370-0389
• SALES EXECUTIVE	EAS-21	2370-0522
• FIELD SALES REPRESENTATIVE	EAS-17	2370-0399
• FIELD SALES REPRESENTATIVE SR	EAS-19	2370-0398
• MGR, VEHICLE MAINTENANCE FACILITY	EAS-18	2150-7043
• MGR, VEHICLE MAINTENANCE FACILITY	EAS-19	2150-7044
• MGR, VEHICLE MAINTENANCE FACILITY	EAS-20	2102-0006
• MGR, VEHICLE MAINTENANCE FACILITY	EAS-21	2380-0006
• MGR, VEHICLE MAINTENANCE FACILITY	EAS-22	2380-0007
• SUPV, VEHICLE MAINTENANCE	EAS-17	5823-0007
• SUPV, POSTAL POLICE	EAS-17	2335-0022
• EEO ADR SPECIALIST	EAS-19	0260-0031

1. PAY-FOR-PERFORMANCE

The Pay-For-Performance (PFP) Program and Matrix established by the fiscal year (FY) 2011-2015 pay decision will continue for FY2018. Employee performance will be measured under a 15-point rating system with different pay increases established at each of the 15-point ratings.

This application will be based on the matrix immediately below:

PFP MATRIX FY2018

(3) 0.0%	(6) 3.0%	(9) 5.0%	(12) 7.0%	(15) 9.0%
(2) 0.0%	(5) 2.5%	(8) 4.5%	(11) 6.5%	(14) 8.5%
(1) 0.0%	(4) 2.0%	(7) 4.0%	(10) 6.0%	(13) 8.0%

Note: All percentages are paid as salary increases if room within the salary range. If amount limited by the salary range, balance of amount will be converted to a lump sum payment.

Management & Technical Pay-Band controls points will continue to be applied in FY2018 based on salary relative to pay band maximums.

Under the PFP Program and Matrix for FY2019, employee performance will be measured under a 15-point rating system. Cell three (3) of the Matrix will compensate employees with a 1% lump sum payment.

This application will be based on the matrix immediately below.

PFP MATRIX, STARTING FY2019

(3) 1.0% Lump Sum	(6) 2.5%	(9) 4.5%	(12) 5.25%	(15) 6.0%
(2) 0.0%	(5) 2.25%	(8) 4.0%	(11) 5.0%	(14) 5.75%
(1) 0.0%	(4) 1.75%	(7) 3.5%	(10) 4.75%	(13) 5.5%

Note: All percentages in cells 4-15 are paid as salary increases if room within the salary range. If amount limited by the salary range, balance of amount will be converted to a lump sum payment.

2. PAY-FOR-PERFORMANCE- NPA WEIGHT DISTRIBUTION

The NPA weight distribution for PFP ratings remains unchanged and will continue as follows:

- A. AREA EMPLOYEES**
NPA COMPOSITE WEIGHTS
Corporate 60%
Unit 40%

B. HEADQUARTERS EMPLOYEES

Employees are evaluated on individual performance objectives and core performance dimensions that are intended to improve customer service, generate revenue, manage costs and enhance a performance-based culture.

3. SALARY RANGES

Changes to EAS and Pay-Band salary structure, effective January 5, 2019.

GRADE	Minimum	Maximum
15	\$47,422	\$70,664
16	\$48,605	\$79,030
17	\$52,800	\$82,534
18	\$54,081	\$86,159
19	\$60,000	\$90,242
20	\$65,300	\$95,137
21	\$71,000	\$99,759
22	\$73,300	\$108,118
23	\$77,300	\$114,008
24	\$82,000	\$119,651
25	\$93,000	\$125,605
26	\$99,900	\$131,869
V1	\$100,160	\$135,300
V2	\$102,900	\$139,900

4. HEALTH BENEFITS CONTRIBUTION

The employer's contribution towards the Federal Employee Health Benefit (FEHB) plan will be 72% of the weighted average as determined by the Office of Personnel Management (OPM) and will not exceed 75% for any individual plan.

5. PROMOTIONAL PAY INCREASE

Non-bargaining employees may receive promotion increases based on the distance from the maximum of the new grade as follows:

Factor #1

Award this percentage...	If the employee's current salary is...
5 to 10	Greater than 20 percent from the maximum of the new grade.
4 to 8	10 to 20 percent from the maximum of the new grade.
3 to 5	Less than 10 percent from the maximum of the new grade.

Factor #2

In addition to the eligible promotion increases described in Factor #1, non-bargaining employees will automatically receive a percent increase for promotions that are 3 or more grades.

Award this percentage...	If the employee's promotion equals...
3	3 grades
5	4 or 5 grades
8	6 or more grades

6. PROMOTIONAL PAY INCREASE

A non-bargaining employee who voluntarily changes to a lower grade position and is promoted to another position up to the previous grade within one year will not receive promotion pay. If within the one-year period, employee is subsequently promoted to a higher level position, promotion pay increase eligibility will be determined based on highest level position permanently held within the prior 12 month period.

7. PAY GRADE CONSOLIDATIONS

The salary schedule of EAS Grades EAS-14 and below will be consolidated into Grade 15. Incumbents in these positions will receive a 2 percent basic salary increase. The increase is adjusted higher if necessary, to bring the salary to the minimum of the new grade. The increase is adjusted lower if necessary to keep the salary from exceeding the maximum of the higher grade.