

**BEFORE THE  
POSTAL REGULATORY COMMISSION  
WASHINGTON, DC 20268-0001**

Complaint of APWU Helena Local 649  
And Consumers of USPS

Docket No.

COMPLAINT OF APWU HELENA MT LOCAL & CONSUMERS  
REGARDING FAILURE TO REVISE AND UPDATE  
INFORMATION TO THE UNION & CONSUMERS  
ON THE AMP STUDY FOR HELENA CSPDC

APRIL 11, 2013

APWU Helena Local 649  
P.O. Box 4567  
Helena MT 59604  
406 443 3287  
[mtblackandtans@gmail.com](mailto:mtblackandtans@gmail.com)

- I.**
- 1. The USPS has announced their move to consolidate Destinating mail from the Helena MT CSPDC by the end of summer 2013. This action violates the Postal Regulatory Commission's mission to hold the Postal Service accountable be in compliance, and to remain financially secure. Title 39 U.S. C. Chapter 36 as added by this Act the Postal service shall in consultation with the PRC, develop and submit a plan to meet the standards including HR6407 (109<sup>th</sup>) Postal Accountability and Enhancement Act Section 302 POSTAL FACILITIES ( C ) ( D ) (ii) Section 302. Postal Service Plan C 3 CONTENT OF FACILITIES PLAN ( A ) ( B ) ( C ) ( D )**

**2. AMP study done in 2011 is outdated, not accurate; changes have occurred in staffing, savings have been captured through new low wage postal support employees, the communities potentially affected not provided adequate public notice, no revised network plans given to the PRC as per required by the PAEA which the PRC oversees.**

**3. NLRB Ruling (3-1-2013) USPS must provide un-redacted copies of completed AMP Feasibility studies with supporting data; management has failed to do so prior to any decision to approve a study, and continues not to provide information requested including revised updated information. This violates the statues Title 39 Chapter 3691 Sec.302 Postal Service Plan. Under 3662 101(d) the USPS agrees to act in efficient economical ways and fails when it does not revise the AMP studies after changes have occurred that drastically cause savings, however unwilling to provide new studies that show that moving mail from one facility to another fails to save any monies.**

**4. USPS failed to provide all evidence collected from the public in December of 2011 falsification of actual public concerns and comments As well as legislative members concerns missing from reports. New Public meeting is requested after USPS provides information as per NLRB Award and requesting PRC to use their enforcement tools to direct the Postal Service to stop Helena MT CSPDC AMP implementation until Section 302 C 1 (c) and (d) of the PAEA has been provided wherein the Postal Service needs to continue to revise its network to meet the new conditions of the plant as well as keep unions informed elected officials informed. The Postal Service is required to abide by procedural requirements contained in the national agreements and 302 C 3 A,B, C, D of the PAEA wherein new identification of costs and savings be completed and then make a new decision based on the updated facts. 54 facilities nationwide have similarly been affected, see attached list.**

**II. Requesting that the PRC ensure that the postal system is accessible, transparent, and financially secure by using their enforcement tools and subpoena power and authority to direct the Postal Service to stop any further AMP implementations of the 55 targeted cites for this summer 2013, due to unreliable data, and failure to comply with applicable**

**postal laws including the Postal Accountability and Enhancement Act and Title 39 USC**

**III. There has not been a true study on the adverse affects of closings or consolidations of the Plants on small and large businesses within the communities. These 55 Plants are many times the back up for mail processing when there are power outages, storms, and catastrophes. Management has hidden the costs of moving mail & equipment from one location to another, especially over the 50 mile radius. Helena's originating/outgoing mail was consolidated into Great Falls MT, 90 miles away beginning December 5, 2011. The Area Mail Processing (AMP) Guidelines, PO-408, Chapter 7 Post-Implementation Reviews (PIR) requires the USPS to follow implementation and track expected savings at 30 days after the second full quarter after consolidation and subsequently 30 days after the first full year of consolidation. The USPS is not in compliance with their AMP handbook by not completing the required PIRs.**

**IV. Network rationalization has been based on false savings estimates inaccurate data and will have maximum adverse impact on customer service, business mail entry, and retail and delivery service will be changed drastically. No new notification. The 55 AMP Implementations for 2013 will affect Service Standards and fail to promote the USPS as a reliable, efficient and relevant for the future. This violates 39 USC 3662 101(d) and Section 302 of the PAEA that states the Postal Service has to revise its distribution network to meet changing conditions and must best suit operational needs yet they have failed to update after so many changes have been made at these facilities over the last 2-4 years.**

**V. We are requesting new studies as we are in need of the most updated report since changes have occurred in staffing, new postal support low wage earners, and mail volume increases in parcels. Transparency needs to be enforced by the PRC.**

**VI. The 55 AMP sites accelerated for Advance Implementation scheduled for the summer of 2013 need to be addressed by the PRC. The PRC has not resolved these issues and violations of the PAEA and 39 3662 101(d). These studies are outdated, and the Union Representatives were denied AMP Feasibility studies and PIRs. NLRB**

ruled we have the right to these studies and they should be given prior to a public meeting as well as prior to a decision to implement. We still have not received anything (see attached NLRB Decision).

**VII. The remedy requested is that the PRC utilize their enforcement tools and direct the USPS to cease implementation of the 55 cites to be either closed or consolidated. Cease movement of any mail and/or equipment from any of the 55 plants. The PRC needs to use their subpoena power and authority to force new AMP studies due to the old studies being outdated. They do not reflect new savings and less staffing that has occurred due to retirements. The study should include the new rise in parcel and third class mail volume. Stop the USPS from changing the service standards when they implement their old plans for the 55 plants (see attached list).**

**IX. The USPS has continued to keep the employees, the unions, the customers, the community and the PRC in the dark as to the adverse affects of all the closings and consolidations. We are being used as pawns so that pressure is placed on Congress to do their job and release the USPS from PAEA requirements to pay into the health plan fund 75 years in advance, and to attempt to recoup the overpayments made over the years that have not been returned to the USPS. This is being done at the detriment of the communities and the workers. The PMG refuses to resolve the issues of providing new revised studies, and have not provided the un-redacted studies from years ago. Our National Union has met and conferred with the General Counsel to no avail.**

**X. This Complaint has been emailed to [PRCCOMPLAINTS@usps.gov](mailto:PRCCOMPLAINTS@usps.gov).**



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**Janet Kosnik Local President  
APWU Helena Local 649  
Helena MT**



# NOTICE TO EMPLOYEES



## POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD AN AGENCY OF THE UNITED STATES GOVERNMENT

### FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT refuse to provide the American Postal Workers Union, AFL-CIO, with information that is relevant and necessary to its role as your bargaining representative of the following employees which constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All maintenance employees, motor vehicle employees, postal clerks, special delivery messengers, mail equipment shop employees, and material distribution center employees, employed by the Respondent.

WE WILL provide the American Postal Workers Union, AFL-CIO, with unredacted copies of the completed Area Mail Processing (AMP) Feasibility studies that it requested on October 4, 2011.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

UNITED STATES POSTAL SERVICE

(Employer)

Dated: 3/29/2013

By: Jason Makoshi  
(Representative)

OIC  
(Title)

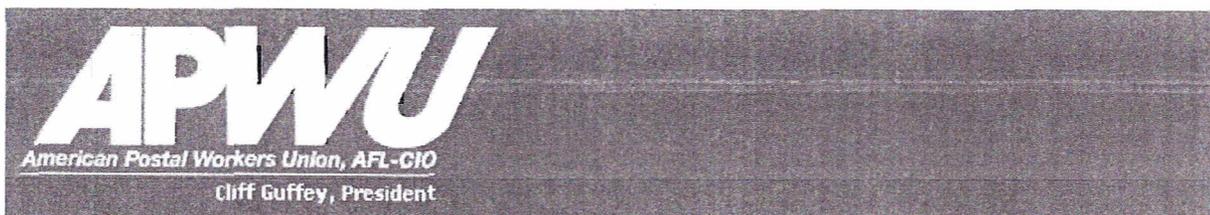
The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov) and the toll-free number (866) 667-NLRB (6572).

National Labor Relations Board, Region 5  
100 South Charles Street, Suite 600, Baltimore, MD 21201  
Telephone: (410) 962-2822  
Hours of Operation: 8:15 a.m. to 4:45 p.m.

Washington Resident Office  
1099 14<sup>th</sup> Street, NW, Washington, DC 20570  
Telephone: (202) 208-3000  
Hours of Operation: 8:15 a.m. to 4:45 p.m.

### THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER.



# APWU Press Release

American Postal Workers Union, AFL-CIO CLIFF GUFFEY, PRESIDENT

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For Immediate Release [\[PDF\]](#)  
March 27, 2013

Contact: Sally Davidow  
(202) 842-4250  
[sdavidow@apwu.org](mailto:sdavidow@apwu.org)

## APWU Denounces USPS Plans To Accelerate Closure of Mail Processing Plants

"The APWU is outraged by USPS plans to accelerate the closure of 71 mail processing plants that were originally slated for possible consolidation in 2014," said APWU President Cliff Guffey.

"These closures will eliminate jobs, harm communities, and delay mail delivery every day — Monday, through Saturday," he said. The consolidations will drastically curtail local mail sortation and will virtually eliminate overnight delivery.

"The Postal Service is on the brink of cutting service in a way that will permanently damage our treasured institution. This would be a tragic mistake, and it is unnecessary," Guffey said. The [USPS notified \[PDF\]](#) the APWU on March 26 that it would implement 53 consolidations this year that were originally scheduled for 2014. In January, the Postal Service said it would accelerate implementation of 18 other closures.

"These closures could have been avoided entirely," Guffey said. "They are a casualty of congressional inaction.

"Congress must act now to enact meaningful postal reform — reform that restores the Postal Service to financial stability without destroying service or harming postal workers," he said. "And Congress must act now to prevent the Postal Service from implementing these devastating cuts in service.

"We are calling on members of Congress to support the Postal Service Protection Act, which was introduced in the Senate and House on Feb. 13. This legislation would address the cause of the Postal Service's manufactured financial crisis and allow the USPS to develop new products and services, so that it can remain relevant in the digital age," he said. The Protect Service Protection Act would protect — at least temporarily — current service standards.

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1300 L Street, NW • Washington, DC • 20005 • (202) 842-4250 • Fax (202) 842-4297 • [www.apwu.org](http://www.apwu.org)

[\[back to top\]](#)

<http://www.apwu.org/news/forthepress/pressrel130327-consolidations.htm>

LABOR RELATIONS



March 26, 2013

Mr. Cliff Guffey  
President  
American Postal Workers  
Union, AFL-CIO  
1300 L Street, N.W.  
Washington, DC 20005-4128

**Certified Mail Tracking Number:**  
7012 2920 0000 8277 2928

Fax: (202) 842-4297

Dear Cliff:

As a follow up to the notice provided May 16, 2012 (enclosed) regarding the modified network consolidation plan for implementation of the decisions announced on February 22, 2012 (also enclosed), a decision has been made to advance the implementation of the sites on the enclosed list to 2013.

The reason for this change is that the Postal Service has identified the opportunity to accelerate the anticipated savings while still maintaining the interim SCF service standard. The Postal Service continues to face one of the most difficult challenges in its history. The current economic downturn and continued internet diversion has led to historically large deficits. As a result, the Postal Service is not receiving enough revenue to sustain the cost of its processing and delivery network.

It is projected that these consolidations will result in significant savings for the Postal Service. Some affected career employees may be reassigned to other vacant positions. Reassignments will be made in accordance with the collective bargaining agreement.

If you have questions, or need additional information, please contact Rickey Dean at extension 7412.

Sincerely,

A handwritten signature in black ink, appearing to read "P. M. Devine".

Patrick M. Devine  
Manager  
Contract Administration (APWU)

Enclosures

	Study Facility				Gaining Facility(ies)				Type
	Area	Facility	City	State	Area	Gaining Site	City	State	
1	CM	Asheville P&DF	Asheville	NC	CM	Greenville P&DC	Greenville	SC	Orig
2	CM	Cumberland CSMPC	Cumberland	MD	CM	Baltimore P&DC	Baltimore	MD	Dest
3	CM	Norfolk P&DC	Norfolk	VA	CM	Richmond P&DC	Sandston	VA	Orig
4	EA	Akron P&DC	Akron	OH	EA	Cleveland P&DC	Cleveland	OH	Orig
5	EA	Altoona P&DF	Duncansville	PA	EA	Johnstown P&DF	Johnstown	PA	Dest
6	EA	Canton OH P&DF	Canton	OH	EA	Akron OH P&DC	Akron	OH	Dest
7	EA	Clarksburg P&DF	Clarksburg	WV	EA	Charleston P&DC	Charleston	WV	Orig & Dest
8	EA	Johnson City CSMPC	Johnson City	TN	EA	Pittsburgh P&DC	Pittsburgh	PA	
9	EA	Lexington P&DC	Lexington	KY	EA	Knoxville P&DC	Knoxville	TN	Orig & Dest
10	EA	Lexington P&DC	Lexington	KY	EA	Knoxville TN P&DC	Knoxville	TN	Orig & Dest
10	EA	Monmouth P&DC	Eatontown	NJ	EA	Trenton P&DC	Trenton	NJ	Dest
11	EA	Southeastern P&DC	Southeastern	PA	EA	Philadelphia P&DC	Philadelphia	PA	Dest
12	EA	Toledo P&DF	Toledo	OH	GL	Mt Metroplex P&DC	Pontiac	MI	Orig & Dest
13	GL	Carbondale CSMPC	Carbondale	IL	EA	Columbus P&DC	Columbus	OH	
13	GL	Carbondale CSMPC	Carbondale	IL	GL	Saint Louis P&DC	Saint Louis	MO	Orig & Dest
14	GL	Centralia CSMPC	Centralia	IL	GL	Saint Louis P&DC	Saint Louis	MO	Orig & Dest
15	GL	Wausau P&DF	Robesonia	WI	GL	Green Bay P&DC	Green Bay	WI	Orig
16	GL	Saginaw P&DC	Saginaw	MI	GL	Michigan Metroplex MI P&DC	Pontiac	MI	Destinating
17	NE	Kilmer P&DC	Edison	NJ	NE	Dominick V Daniels P&DC	Keamy	NJ	DPS
18	NE	Northern NJ Metro P&DC	Teterboro	NJ	NE	Dominick V Daniels P&DC	Keamy	NJ	Orig
19	NE	Southern Connecticut P&DC	Wallington	CT	NE	Hartford CT P&DC	Hartford	CT	Orig & Dest
20	NE	Stamford P&DC	Stamford	CT	NE	Springfield NDC	Springfield	MA	
20	NE	Stamford P&DC	Stamford	CT	NE	Westchester NY P&DC	White Plains	NY	Orig & Dest
21	PA	Bakersfield P&DC	Bakersfield	CA	PA	Santa Clarita P&DC	Santa Clarita	CA	Orig & Dest
22	SA	East Texas P&DC	Tyler	TX	SA	North Texas P&DC	Coppell	TX	Orig & Dest
23	SA	Grenada CSMPC	Grenada	MS	SA	Jackson P&DC	Jackson	MS	Orig & Dest
24	SA	Hot Springs Natl Pk CSMPC	Hot Springs National Park	AR	SA	Little Rock AR P&DC	Little Rock	AR	Orig & Dest
25	SA	Houston P&DC	Houston	TX	SA	North Houston P&DC	Houston	TX	Orig & Dest
26	SA	Huntsville P&DF	Huntsville	AL	SA	Birmingham P&DC	Birmingham	AL	Dest
27	SA	Mid-Florida P&DC	Mid Florida	FL	SA	Orlando P&DC	Orlando	FL	Dest
28	SA	South Florida P&DC	Pembroke Pines	FL	SA	Miami P&DC	Miami	FL	Dest
29	SA	Waco P&DF	Waco	TX	SA	Austin P&DC	Austin	TX	Orig & Dest
30	WA	Alamosa CSMPC	Alamosa	CO	WA	Denver P&DC	Denver	CO	Orig & Dest
31	WA	Bend CSMPC	Bend	OR	WA	Portland P&DC	Portland	OR	Orig
32	WA	Butte CSMPC	Butte	MT	WA	Billings P&DF	Billings	MT	Dest
33	WA	Cape Girardeau P&DF	Cape Girardeau	MO	GL	Saint Louis P&DC	Saint Louis	MO	Orig
34	WA	Clovis CSMPC	Clovis	NM	SA	Lubbock P&DF	Lubbock	TX	Orig & Dest
35	WA	Colorado Springs P&DC	Colorado Springs	CO	WA	Denver P&DC	Denver	CO	Orig & Dest
36	WA	Durango CSMPC	Durango	CO	WA	Albuquerque P&DC	Albuquerque	NM	Orig & Dest
37	WA	Eau Claire P&DF	Eau Claire	WI	WA	Saint Paul P&DC	Saint Paul	MN	Orig
38	WA	Grand Island P&DF	Grand Island	NE	WA	Omaha NE P&DC	Omaha	NE	Orig & Dest

## 2014 Advance List Final 03262013-2-40PM.xls

	Study Facility				Gaining Facility(ies)				Type
	Area	Facility	City	State	Area	Gaining Site	City	State	
39	WA	Helena CSMPC	Helena	MT	WA	Great Falls P&DF	Great Falls	MT	Dest
40	WA	Mankato P&DF	Mankato	MN	WA	Minneapolis P&DC	Minneapolis	MN	Orig
41	WA	Norfolk NE P&DF	Norfolk	NE	WA	Omaha NE P&DC	Omaha	NE	Orig & Dest
42	WA	Pasco P&DF	Pasco	WA	WA	Spokane P&DC	Spokane	WA	Orig & Dest
43	WA	Pendleton CSMPC	Pendleton	OR	WA	Portland P&DC	Portland	OR	Orig
44	WA	Roswell CSMPC	Roswell	NM	SA	Lubbock P&DF	Lubbock	TX	Orig & Dest
45	WA	Saint Cloud P&DF	Waite Park	MN	WA	Minneapolis P&DC	Minneapolis	MN	Orig
46	WA	Salida CSMPC	Salida	CO	WA	Denver P&DC	Denver	CO	Orig & Dest
47	WA	Salina KS P&DF	Salina	KS	WA	Wichita P&DC	Wichita	KS	Orig
48	WA	Tucson P&DC	Tucson	AZ	WA	Phoenix P&DC	Phoenix	AZ	Dest
49	WA	Tucumcari CSMPC	Tucumcari	NM	WA	Albuquerque P&DC	Albuquerque	NM	Orig & Dest
50	WA	La Crosse WI	LaCrosse	WI	WA	Saint Paul P&DC	Saint Paul	MN	Orig
51	WA	Dodge City KS CSMPC	Dodge City	KS	WA	Wichita P&DC	Wichita	KS	Orig & Dest
52	SA	Lufkin TX CSMPC	Lufkin	TX	SA	North Houston P&DC	Houston	TX	Dest
53	SA	Bryan TX CSMPC	Bryan	TX	SA	North Houston P&DC	Houston	TX	Dest

# **Mandatory Stand-Up Talk**

**March 26, 2013 beginning at 4 p.m. EST**

## **Area Mail Processing and facility consolidation actions continue**

As a result of ongoing Area Mail Processing studies, the Postal Service has made the decision to move: Destinating/Incoming mail processing operations from the Helena CSMPC to the Great Falls P&DF. The transfer of operations and equipment will be completed no later than late summer 2013.

This was a difficult decision, but a necessary one. Because of the drastic decline in mail volume — more than 20 percent since 2007 — the Postal Service is facing severe financial challenges and must take action to reduce the size of its mail processing network. Consolidating operations is necessary for the Postal Service to remain viable to provide mail service to the nation.

As a result of this action, staffing adjustments will be necessary. Any actions taken will be in compliance with applicable law, collective bargaining agreements and Postal Service regulations and policies. You will receive additional notifications as dates for specific actions involving the Helena facility are finalized.

Retail services will not be affected and our customers will continue to receive high levels of service.

The Business Mail Entry Unit at Helena Post Office will remain.

This change is necessary to rationalize the postal mail processing network and achieve significant cost savings and productivity gains that match postal resources with mail volume.

I know you will have many questions about this announcement. I will answer those that I can. And, for those that I can't, I will get answers for you. Either way, you can expect that we will communicate regularly with you as we progress.

Before I finish, I want to thank you for your patience and cooperation — and especially your dedication to our customers — during this transition.

###

**AMERICAN POSTAL WORKERS UNION, AFL CIO**

Grievant / Union HELENA LOCAL #649	Nature of Allegation Article 31
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April 4, 2013

Date of Request

To : Janet Harris

Title : CSC

From : Janet Kosnik



Title : Steward

**Subject : REQUEST FOR INFORMATION & DOCUMENTS RELATIVE TO  
PROCESSING A GRIEVANCE**

We request that the following documents and / or witnesses be made available to us in order to properly identify whether or not a grievance does exist and, if so their relevancy to the grievance:

1. An unredacted copy of Helena's incoming/destinating AMP completed study/worksheets

NOTE: Article 17, Section 3 requires the Employer to provide for review of all documents, files, and other records necessary in processing a grievance. Article 31, Section 3 requires that the Employer make available for inspection by the Unions all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement. Under 8a(5) of the National Labor Relations Act it is an Unfair Labor Practice for the Employer to fail to supply relevant information for the purpose of collective bargaining. Grievance processing is an extension of the collective bargaining process.

**REQUEST APPROVED**

**REQUEST DENIED**

( date )

( signed )

**AMERICAN POSTAL WORKERS UNION, AFL CIO**

Grievant / Union HELENA LOCAL #649	Nature of Allegation Article 31
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April 8, 2013

Date of Request

To : Janet Harris

Title : CSC

From : Janet Kosnik 

Title : Steward

**Subject : REQUEST FOR INFORMATION & DOCUMENTS RELATIVE TO  
PROCESSING A GRIEVANCE**

We request that the following documents and / or witnesses be made available to us in order to properly identify whether or not a grievance does exist and, if so their relevancy to the grievance:

1. An unredacted copy of each of Helena's Post-Implementation Reviews (PIR) on the AMP study of the consolidation of Helena's Originating mail into GF

NOTE: Article 17, Section 3 requires the Employer to provide for review of all documents, files, and other records necessary in processing a grievance. Article 31, Section 3 requires that the Employer make available for inspection by the Unions all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement. Under 8a(5) of the National Labor Relations Act it is an Unfair Labor Practice for the Employer to fail to supply relevant information for the purpose of collective bargaining. Grievance processing is an extension of the collective bargaining process.

**REQUEST APPROVED**

**REQUEST DENIED**

( date )

( signed )



## **American Postal Workers Union, AFL-CIO**

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1300 L Street, NW, Washington, DC 20005

March 28, 2013

**To:** Local and State Presidents  
National Business Agents  
Regional Coordinators  
Resident Officers  
National Advocates

**Re:** NLRB Settlement Agreement Concerning APWU's Request for Un-redacted Copies of Area Mail Processing (AMP) Feasibility Studies

Enclosed you will find a copy of the National Labor Relations Board (NLRB) Settlement Agreement between the USPS and NLRB dated February 12, 2013 (which the APWU received from the NLRB on March 1, 2013) that requires the Postal Service to provide the APWU with un-redacted copies of completed AMP Feasibility studies for the 252 consolidations that we requested on October 4, 2011. Attached to the Settlement Agreement is an unsigned copy of the "Notice to Employees" that the Postal Service is required to post in facilities and/or installations from which bargaining unit work would be relocated as a result of the approved AMP studies.

As you may recall, on September 14, 2011, the Postal Service notified the APWU that it was conducting AMP Feasibility studies at 252 facilities across the country. Please note that the number of impacted facilities subsequently changed from 252 to 229.

The NLRB issued a complaint against the Postal Service for its failure to provide the APWU with un-redacted copies of AMP Feasibility studies. The National Postal Mail Handlers Union (NPMHU) also filed a similar charge concerning USPS failure to provide un-redacted copies of AMP studies for several consolidation sites.

The NLRB ordered that both cases (NPMHU and APWU) be consolidated and scheduled for hearing on the same day. A hearing for the cases was scheduled for February 13, 2013. However, one day prior to the hearing, the Postal Service settled the cases.

Please note that, in the charge filed by the APWU, we also requested and were seeking the supporting data underlying each AMP study and that APWU be provided copies of the un-redacted AMP studies prior to the public input meetings and before a final decision is made.

The NLRB found that the APWU charge had merit and issued a complaint on the Postal Service's failure to provide un-redacted copies of the signed AMP studies at the time of the Postal Service's decision. The NLRB, however, concluded that a decision on the question of whether the APWU has a statutory right to the unspecified underlying data used to formulate the

AMP reports would be premature – since the question of whether the Union has a statutory right to requested unredacted AMP reports has not been resolved.<sup>1</sup>

In accordance with the settlement between the NLRB and the USPS, the Postal Service is required to post a signed “Notice to Employees” providing the disposition of the unfair labor practice charge, specifically stating that the USPS will provide the APWU with un-redacted copies of the completed AMP Feasibility studies. The notice must be posted in conspicuous places in all postal facilities impacted by an AMP, and remain posted for a period of sixty (60) consecutive days.

It should be noted that the Postal Service failed to post Notices within a timely fashion. However, the NLRB informed the APWU that the Notices were to be sent to the impacted 229 facilities by email no later than March 27, 2013. We were informed that the delay in posting the Notices was because the Postal Service had to gather the contact information for 229 USPS representatives in order to send the email, and that once received, they are to be printed out, signed, and posted.

*Agreement to Provide AMPs and PIRs Subject to Limited Non-Disclosure*

In addition, enclosed you will find a separate Agreement between the APWU and USPS that requires the Postal Service to provide the APWU with un-redacted copies of approved AMP Feasibility studies and Post Implementation Reviews (PIRs), subject to Limited Non-Disclosure<sup>2</sup>.

The Agreement requires the Postal Service to provide the APWU with redacted and un-redacted copies of approved AMP Feasibility studies and Post Implementation Reviews. Local unions will continue to receive redacted copies of AMP studies and PIRs. However, locals are entitled to un-redacted copies upon written request and submission of a signed copy of the Agreement to Provide AMPs and PIRs Subject to Limited Non-Disclosure.

The Agreement provides that local union officials, including any grievance-arbitration advocate designated to handle any related grievance, are entitled to un-redacted copies for purposes related to the examination and consideration of the AMP Feasibility studies and PIRs, and consistent with their duties as APWU representatives and the provisions of the Agreement.

Enclosed you will find a USPS memo that was sent to Labor Relations Managers in the field regarding the Agreement, along with a copy of the Non-Disclosure Agreement for the

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<sup>1</sup> That’s why the NLRB Settlement Agreement between the NLRB and USPS only addresses and requires the Postal Service to provide un-redacted copies of AMP studies.

<sup>2</sup> The Postal Service asserted that the redacted portions of the AMP Feasibility studies and PIRs contain restricted and confidential information. However, the APWU entered into the Agreement to Provide AMPs and PIRs Subject to Limited Non-Disclosure without prejudice to its position that such information, or any part of it, must be disclosed without necessity of the restrictions in the Agreement. A non-disclosure agreement is a binding agreement in which one party agrees not to give a second party’s confidential or proprietary information to anyone else for a specified period of time.

Memorandum re: Redacted AMP Studies  
March 28, 2013  
Page 3

parties at the local level to use.

Local unions can submit their request to, and meet with, the Installation Head (or designee) to sign off on the Agreement. The Installation Head (or designee) would then forward the written request and signed copy of the Agreement to the appropriate postal official to obtain the requested information.

*Underlying Data*

Please note that we are currently engaged in discussions with the Postal Service concerning a method for providing the underlying data to the APWU.

If you have any questions, you can contact me at (202) 842-8450.

In Union Solidarity,

A handwritten signature in cursive script that reads "Greg Bell".

Greg Bell  
Executive Vice President

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**

**United States Postal Service**

**Case 05-CA-072840**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICES** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notices to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in the Charged Party's installations and/or facilities from which bargaining unit work would be relocated as a result of the approved AMP studies; the USPS is to provide a list of those facilities to the Union and the Regional Director within 14 days of the signing of this Settlement Agreement. If the Union disagrees with that list, it will provide the Charged Party and the Region with a list of additional facilities within 14 days of receipt of the list from the Employer. The Charged Party then will have 7 days to file a position with the Regional Director to name any additional facilities. The Regional Director will then determine which if any of those additional named facilities will have a Notice posted. All parties agree that the Regional Director's determination of where Notices will be posted shall be final and binding on the parties. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegation that the Charged Party refused to provide the Union with un-redacted copies of the completed AMP feasibility studies requested on October 4, 2011, as alleged in Section 2 of the charge in the above-captioned case, and does not settle any other case(s) or matters. All other allegations as set forth in Section 2 of the charge in the above-captioned case are either withdrawn or dismissed. It does not prevent persons from filing charges, the Acting General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether the Acting General Counsel knew of those matters or could have easily found them out. The Acting General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned cases for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above cases, and the Charged Party withdraws any answer(s) filed in response.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the Acting General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original

notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes \_\_\_\_\_ No RDE  
 Initials Initials

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the Acting General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on May 29, 2012 in the instant case. Thereafter, the Acting General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Acting General Counsel may seek a remedy only at the Charged Party headquarters level. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the Acting General Counsel. Notwithstanding the provisions of this paragraph, no default shall be asserted after two years from the date of the approval of this Settlement Agreement by the Regional Director.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

<b>Charged Party</b> <b>UNITED STATES POSTAL SERVICE</b>		<b>Charging Party</b> <b>AMERICAN POSTAL WORKERS UNION, AFL-CIO</b>	
By: Name and Title /s/ Roderick Eves Deputy Managing Counsel	Date 2/12/13	By: Name and Title /s/ Greg Bell Executive Vice President	Date 02/11/2013
Recommended By: /s/ Neelam Kundra Field Attorney	Date 2/12/13	Approved By: /s/ Wayne Gold Regional Director, Region 05	Date 2/13/13



# NOTICE TO EMPLOYEES



## POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD AN AGENCY OF THE UNITED STATES GOVERNMENT

### FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT refuse to provide the American Postal Workers Union, AFL-CIO, with information that is relevant and necessary to its role as your bargaining representative of the following employees which constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All maintenance employees, motor vehicle employees, postal clerks, special delivery messengers, mail equipment shop employees, and material distribution center employees, employed by the Respondent.

WE WILL provide the American Postal Workers Union, AFL-CIO, with unredacted copies of the completed Area Mail Processing (AMP) Feasibility studies that it requested on October 4, 2011.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

UNITED STATES POSTAL SERVICE

(Employer)

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov) and the toll-free number (866) 667-NLRB (6572).

National Labor Relations Board, Region 5  
100 South Charles Street, Suite 600, Baltimore, MD 21201  
Telephone: (410) 962-2822  
Hours of Operation: 8:15 a.m. to 4:45 p.m.

Washington Resident Office  
1099 14<sup>th</sup> Street, NW, Washington, DC 20570  
Telephone: (202) 208-3000  
Hours of Operation: 8:15 a.m. to 4:45 p.m.

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.**

THIS NOTICE MUST REMAIN POSTED FOR 90 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER.

Labor Relations Managers (AREAS)

**SUBJECT: AGREEMENT TO PROVIDE UNREDACTED COPIES OF APPROVED AREA MAIL PROCESSING (AMP) FEASIBILITY STUDIES AND POST IMPLEMENTATION REVIEWS (PIRs), SUBJECT TO NON-DISCLOSURE**

The APWU and NPMHU have filed unfair labor practice charges with the NLRB seeking to be provided with certain information which has been redacted previously from the approved Area Mail Processing (AMP) Feasibility Studies and Post Implementation Reviews (PIRs) provided to the unions. Pursuant to the attached agreements dated February 12, 2013, which resolve the NLRB charges filed by the APWU and NPMHU, the Postal Service has agreed, upon written request from the unions and their Locals, and upon execution of a signed Nondisclosure Agreement, to provide unredacted copies of the approved AMP Feasibility Studies and PIRs. The Local unions seeking these documents will be required to request the documents and to execute separate signed Nondisclosure Agreements.

This office, which maintains control of the approved AMP Feasibility Studies and PIRs received from Processing Operations, is seeking your assistance in providing these documents to the Local unions. The process outlined will be implemented when it is necessary to provide unredacted copies of AMP Feasibility Studies and/or PIRs to local presidents and official representatives of local unions affiliated with the APWU or NPMHU in accordance with paragraphs 4.i and 4.j, respectively, of the attached non-disclosure agreements.

1. As indicated above, Local presidents and official representatives of local unions affiliated with the APWU, including any grievance/arbitration advocate designated to handle any related grievance, subject to the terms of paragraph 5 of the February 12, 2013 non-disclosure agreement, will receive unredacted copies of AMP feasibility studies and PIRs only upon written request and only after providing a copy of the attached non-disclosure agreement signed by the individuals who will have access to the CONFIDENTIAL INFORMATION.
2. The written request and signed copy of the non-disclosure agreement must be submitted to the District Labor Relations Manager for the District in which the impacted facility or facilities are located.
3. The District Labor Relations Manager will obtain the requested unredacted copies by contacting the Area Labor Relations Manager. Upon verification of the documents required in paragraph #2 above, the Area Labor Relations Manager will obtain the unredacted copies from Rickey Dean, the designated Headquarters Labor Relations Contract Administration (APWU) specialist. The documents may then be forwarded to the appropriate District Labor Relations Manager for distribution to the requesting Local union.
4. The District Labor Relations Manager will maintain an accurate record of all requests for unredacted copies of AMP feasibility studies or PIRs, including the

**AGREEMENT TO PROVIDE UNREDACTED COPIES OF  
APPROVED AREA MAIL PROCESSING FEASIBILITY STUDIES  
AND POST IMPLEMENTATION REVIEWS,  
SUBJECT TO LIMITED NON-DISCLOSURE**

THIS IS AN AGREEMENT, effective as of the date signed by the United States Postal Service, by and between the United States Postal Service, an independent establishment of the Executive Branch of the United States Government ("POSTAL SERVICE"), and the American Postal Workers Union, AFL-CIO, Local # \_\_\_\_\_ with its principal place of business as \_\_\_\_\_ ("APWU").

**WITNESSETH**

**WHEREAS**, the POSTAL SERVICE agrees to provide the APWU Local # \_\_\_\_\_ with redacted and unredacted copies of approved Area Mail Processing ("AMP") Feasibility Studies and Post Implementation Reviews ("PIRs") concerning AMP's that impact employees working in facilities under their jurisdiction .

**WHEREAS**, the POSTAL SERVICE has asserted that the redacted portions of the AMP Feasibility Studies and Post Implementation Reviews contain restricted and confidential information ("CONFIDENTIAL INFORMATION"), in the nature of: names and addresses of persons, the public disclosure of which is prohibited by 39 U.S.C. § 412, as well as commercially sensitive disaggregated current and proposed volume, work hours and productivity information; and proposed transportation cost estimates;

**NOW, THEREFORE**, in order to protect the claimed restricted, sensitive and confidential nature of the CONFIDENTIAL INFORMATION, the POSTAL SERVICE and the APWU Local # \_\_\_\_\_ agree as follows:

1. The APWU Local # \_\_\_\_\_ shall be under no obligation to hold in confidence any information disclosed by the Postal Service in the redacted copies of the AMP Feasibility Studies and PIRs.

2. The APWU Local # \_\_\_\_\_ acknowledges that the CONFIDENTIAL INFORMATION is not owned by the APWU, and that nothing contained in this Agreement shall give the APWU any right, title, or interest in the CONFIDENTIAL INFORMATION except as provided and limited by this Agreement. It is hereby understood and agreed between the parties, however, that the APWU Local # \_\_\_\_\_ may make notes and/or make copies of the CONFIDENTIAL INFORMATION, subject to the restrictions set forth in this Agreement.

3. The APWU Local # \_\_\_\_\_ agrees that it shall hold in confidence in perpetuity all CONFIDENTIAL INFORMATION, the disclosure of which is prohibited by 39 U.S.C. § 412 – i.e., the names and addresses of persons in the “Stakeholder Notification” portion of the AMP Feasibility Studies or PIRs.

4. The APWU Local # \_\_\_\_\_ agrees that it shall hold all other commercially sensitive CONFIDENTIAL INFORMATION provided to it for a period of five (5) years from the date the CONFIDENTIAL INFORMATION is provided by the POSTAL SERVICE. For that five (5) year period, unless written consent is obtained from the POSTAL SERVICE, disclosure of any CONFIDENTIAL INFORMATION by the APWU Local # \_\_\_\_\_ shall be restricted, and shall not be disclosed or disseminated, except to the following individuals (“RECIPIENTS”):

- a. Local president and official representatives of local unions affiliated with the APWU Local # \_\_\_\_\_, including any grievance/arbitration advocate designated to handle any related grievance, subject to the terms of paragraph 5 of this Agreement; and
- b. Any arbitrator hearing any grievance or dispute involving the APWU and the POSTAL SERVICE, provided that: (i) the arbitrator is informed of the confidential nature of the CONFIDENTIAL INFORMATION; (ii) the arbitrator agrees to keep such information confidential and, (iii) to the extent the arbitrator relies on CONFIDENTIAL INFORMATION in his or her decision, the arbitrator and parties agree that any portion of the decision discussing CONFIDENTIAL INFORMATION will be maintained under seal.

5. The APWU Local # \_\_\_\_\_ shall use the CONFIDENTIAL INFORMATION only for purposes related to the examination and consideration of the AMP Feasibility Studies and PIRs, and consistent with its duties as bargaining agent for the Postal Service bargaining unit

employees, and not inconsistent with any of the provisions of this Agreement. The APWU Local # \_\_\_\_\_ shall use the same degree of care as it employs with its own confidential information, but in all events shall use at least a reasonable degree of care.

6. The POSTAL SERVICE shall provide unredacted copies of the approved AMP Feasibility Studies and PIRs to the individuals listed in sub-paragraph 4(a) of this Agreement only upon written request and only after obtaining a signed copy of this Non-Disclosure Agreement, signed by the individuals who will have access to the CONFIDENTIAL INFORMATION. The Local president of the Local union affiliated with the APWU (including Local # \_\_\_\_\_ ) shall submit written requests for unredacted copies of the AMP Feasibility Studies and PIRs to the District Labor Relations Manager for the District in which the impacted facility or facilities are located. Any dispute that may arise between the parties at a particular local facility, should one occur, shall not have any effect or impact on this Agreement between the Postal Service and the APWU or any other locals affiliated with the APWU to the CONFIDENTIAL INFORMATION under the terms of to this Agreement.

7. The APWU Local # \_\_\_\_\_ shall not remove any restricted, proprietary, copyright, trade secret, or other legend from any form of the CONFIDENTIAL INFORMATION.

8. The APWU Local # \_\_\_\_\_ shall be under no obligation under the provisions of paragraph 3 to hold in confidence any CONFIDENTIAL INFORMATION which:

- a. Is or becomes public through no fault of the APWU Local # \_\_\_\_\_ or the RECIPIENTS;
- b. Was known prior to the time of disclosure by the POSTAL SERVICE;
- c. Is properly received by it on a non-confidential basis from any third party who is lawfully entitled to make such disclosure;
- d. At the time of disclosure to the APWU Local # \_\_\_\_\_ was known by the APWU Local # \_\_\_\_\_ free of restriction as evidenced by documentation in possession of the APWU Local # \_\_\_\_\_;
- e. Is required by a final court order, or an order of the National Labor Relations Board, to be disclosed without confidentiality restrictions; or

- f. Is independently developed by the APWU Local # \_\_\_\_\_ without breach of this Agreement.
9. The parties shall designate representatives who are familiar with the information and data described in this Agreement who shall have the authority to resolve any technical issues of production of the information and data.
10. This Agreement expresses the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments, and understandings pertaining to the subject matter hereof. This Agreement shall not be modified or changed in any manner except in writing and signed by both parties.
11. The APWU Local # \_\_\_\_\_ enters into this Agreement without prejudice to its position that such information, or any part of it, must be disclosed without necessity of the restrictions in this Agreement. The APWU Local # \_\_\_\_\_ reserves the right to request disclosure of this information, or any part of it, without the restrictions contained in this Agreement, and to seek legal, administrative, and/or arbitral redress should the POSTAL SERVICE refuse. It is understood that the APWU, Local # \_\_\_\_\_ unless the POSTAL SERVICE agrees otherwise, is obligated to comply with the terms of this Agreement until such time as a legal administrative or arbitral tribunal issues a final decision requiring disclosure without restrictions, or with different restrictions.
12. This Agreement shall not be cited and/or used as precedent by either the APWU Local # \_\_\_\_\_ or the POSTAL SERVICE, except that either party may rely upon or cite to the terms of this Agreement in order to implement its terms, or in a grievance, arbitration or other dispute between the POSTAL SERVICE and the APWU Local # \_\_\_\_\_ concerning the disclosure of confidential information relating to facility consolidation or closure.

**IN WITNESS WHEREOF**, the POSTAL SERVICE and the APWU Local # \_\_\_\_\_ have  
executed this Agreement effective as of the date signed by the POSTAL SERVICE.

**AMERICAN POSTAL WORKERS  
UNION, AFL-CIO Local # \_\_\_\_\_**

**UNITED STATES POSTAL SERVICE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

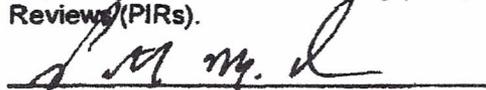
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

date of the request, the name and title of the APWU representative who signed the non-disclosure agreement, and the date unredacted copies were provided.

Attached for your convenience and perusal are: 1) signed copies of the settlement agreements resolving the NLRB charges; and 2) Non Disclosure Agreements for both the APWU and the NPMHU to be filled out and signed upon a Local union's written request for Area Mail Processing (AMP) Feasibility Studies and Post Implementation Review (PIRs).



Patrick M. Devine  
Manager  
Contract Administration (APWU)

Date 2-13-13

Attachments