American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

APPEAL TO ARBITRATION: 15-DAY STATEMENT

William Burrus
President
(202) 842-4246

February 19, 2010

Via Facsimile & First-Class Mail

Ms. Angie N. Ferguson
Labor Relations Specialist
U.S. Postal Service
475 L'Enfant Plaza, SW
Washington, D.C. 20260

Re: APWU No. HQTG20100002, USPS # Q06C4QC10064475

Dear Ms. Ferguson:

On February 17, 2010, we met to discuss the above-referenced dispute at Step 4 of the grievance procedure. The parties agreed to exchange their written statements no later than 15 days from the date of the Step 4 meeting. The following represents the APWU's understanding of the issues to be decided, and the facts giving rise to the interpretive dispute. In addition, the APWU hereby appeals the above-referenced dispute to arbitration.

The issues involved in this dispute concern the employer's obligation to meet with the union at the regional level no less than 90 days prior to involuntarily reassigning bargaining unit employees outside their craft or installation.

The dispute arose when the APWU learned that management at the regional level was taking the position that the Postal Service would no longer provide the Union a 90 day notice when excessing occurs outside the craft or installation. In addition, it was reported that this decision was made at the headquarters level.[1]

It is the APWU's position that consistent with Article 12, related memorandums of understanding/agreements, and mutually agreed past practice, the Postal Service is required to meet with the union at the regional level no less than 90 days prior to involuntarily reassigning bargaining unit employees outside

[1] The issue concerning the Employer's obligation in regard to the 60 day notice requirement to employees before making involuntary details or reassignments from one installation to another is a separate dispute (APWU No. HQTG20100063)

their craft or installation. This is just one of several obligations that the Postal Service has in regard to meeting and/or notification requirements related to involuntary reassignments under Article 12.

The employer's obligation to meet with the union at the regional level no less than 90 days prior to involuntary reassigning bargaining unit employees outside their craft or installation under Article 12 represents the parties' mutual agreement and practice regarding implementation of such obligation, that was subsequently memorialized in the parties' Joint Contract Interpretation Manual (JCIM).

Sincerely,

William Burrus

William Burrus
President

USPS #: Q06C4QC10064475
APWU #: HQTG20100002

Case Officer: William Burrus
Step 4 Appeal Date: 1/4/2010
Contract Article(s): Article 12, Principles of Reassignment; Advance Notice to Unions

cc: Resident Officers
Industrial Relations

File

American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Initiate National Dispute

William Burrus
President
(202) 842-4246

January 4, 2010

Sent Via Facsimile First Class Mail

Mr. John Dockins, Manager
Contract Administration
United State Postal Service
475 L'Enfant Plaza S.W.
Washington, DC 20260

Re: APWU No. HQTG20100002

Dear Mr. Dockins:

In accordance with the provisions of Article 15, Sections 2 and 4, of the Collective Bargaining Agreement, the American Postal Workers Union is initiating a Step 4 dispute.

The issues and facts involved in this dispute are as follows. This is to initiate a Step 4 grievance contesting the employer's determination that agreements between the national parties do not require that meetings take place at the regional level addressing impact statements at least 90 days before implementation. We have exchanged letters on this subject and despite the disjointed rationale explained in the December 24 response, the parties agreements clearly provide a commitment to the 90 day meeting.

I ask that any excessing of employees initiated when the union has not been provided the agreed to 90 day notice be nullified and affected employees be made whole.

Please contact me, to discuss this dispute at a mutually scheduled time.

Sincerely,

William Burrus

William Burrus
President

cc: Greg Bell

WB:RB/lbb
opeiu#2, afl-cio

LABOR RELATIONS

UNITED STATES POSTAL SERVICE

March 3, 2010

Mr. Bill Burrus
President
American Postal Workers
Union (APWU), AFL-CIO
1300 L Street NW
Washington, DC 20005-4128

Certified Mail Tracking Number:
7099 3400 0009 5114 1180

USPS Q06C-4Q-C 10064475
APWU HQTG-20100002

Dear Bill:

In accordance with Article 15.2 (Step 4) (a), the Postal Service is providing you with its understanding of the interpretive issue involved. We met on February 17 to discuss the issue in dispute and were unable to reach an agreement. This is the Postal Service's "15-Day Letter". [1]

ISSUE:

The issue in this case is whether or not Article 12 imposes an absolute requirement that the union will be given notice no less than 90 days in advance of any excessing.[2]

APWU POSITION:

The APWU's position is that Article 12 requires a 90 day advance notification to the union whenever excessing occurs outside the craft/installation. The Union bases this contention on the May 18, 2005 agreement signed by the parties at the National level. In support of their position, the Union points to Q&A #9 of the May 18, 2005 agreement which states, "The Union will receive six (6) months advance notice when possible. For automation based excessing the union will receive a minimum of ninety (90) days advance notice."

POSTAL SERVICE POSITION:

The Union was unable to identify any contractual language that addresses the union notification for those events that are neither automation nor technological and mechanization changes impacting the bargaining unit. The May 18, 2005 agreement, specifically Q&A #9, which the Union relies upon as proof of this claimed absolute requirement, clearly excludes any reference to any other types of excessing (e.g. loss of mail volume, loss of work hours, etc.). Furthermore, Q&A #9 applies solely to automation events.

In addition, the remedy requested by the Union is inappropriate as it requires a global application without regard to local fact circumstances. There has been no show of harm.

[1] At the meeting, the Union stated that the January 22, 2010 letter is the document that is being used to initiate this dispute.
[2] At the meeting the APWU waived any argument concerning the issue of the 60 day employee notification period.

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WASHINGTON DC 20260-4100
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Past practice, negotiations history, case law, handbooks and manuals, and reading of the National Agreement, and arbitral authority support management's position.

Sincerely,

Angela N. Ferguson
Labor Relations Specialist
Contract Administration (APWU)