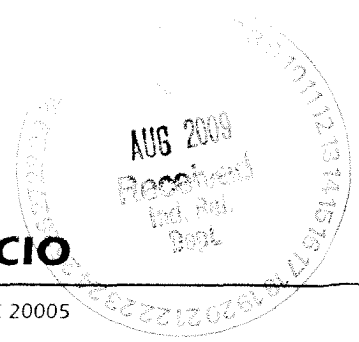


American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005



Appeal to Arbitration, National Dispute

William Burrus
President
(202) 842-4246

July 30, 2009

Mr. Doug Tulino
Vice President, Labor Relations
U.S. Postal Service, Room 9014
475 L'Enfant Plaza
Washington, DC 20260

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Coordinator, Northeast Region

William E. "Bill" Sullivan
Coordinator, Southern Region

Omar M. Gonzalez
Coordinator, Western Region

Re: APWU No. HQTG200910
District Offices

Dear Mr. Tulino:

Please be advised that pursuant to Article 15, Section 4 of the Collective Bargaining Agreement, the APWU is appealing the above-referenced dispute to arbitration. The following represents the APWU's understanding of the issues to be decided, and the facts giving rise to the interpretive dispute.

As a matter of general information, by letter dated May 12, 2009, the USPS informed the union that district offices had been consolidated and that effective July 4, 2009, the casual reports will reflect the new structure as specified in the letter. By letter dated May 21, 2009, I informed the Postal Service that the unilateral change is contrary to the 2006-2010 National Agreement which applies the casual limitations to the Districts as defined on the effective date of the agreement. In addition, I insisted that the casual count as limited by the provisions of Article 7.1.B.5 be applied to the Districts as constructed on November 20, 2006 and continued to date. I also requested the Postal Service to reference the specific contractual provisions relied upon as permitting this unilateral midterm modification of the agreement. By letter dated June 5, 2009, the APWU provided the Postal Service with a listing of other contractual provisions that would be affected by this change.

However, the Postal Service failed to respond, and by letter dated July 1, 2009, I challenged the authority of the Postal Service to make this unilateral change to negotiated contractual provisions and the application of "District Offices" in the 2006 National Agreement. The Postal Service subsequently provided a response by letter dated July 21, 2009.

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The issue involved is the authority of either party (union or management) to **unilaterally change** the definition of negotiated and agreed-to provisions during the term of the National Agreement. Such action is prohibited by Article 5.

The USPS decision to change the number of offices and employees included in each District modifies the parties' intent when negotiating the contractual language. At the time of negotiations, each postal District included a complement of employees and a number of offices that could be extrapolated to quantify the number of casual employees authorized by the contract. Applying the rationale expressed in your July 21 letter, it is allegedly within the authority of the Postal Service to combine the Districts at its discretion and to apply the contractual limitation to the resulting number. The union disagrees.

The USPS's assertion of a unilateral right to "consolidate" Districts allows the USPS to evade the casual caps in Article 7.1.B.5 and thereby employ more casuals than it otherwise might have under the pre-existing District structure.

The purpose of the 6% limitation was to layer the installation limitations with further restrictions on the District to prevent individual offices from employing casuals to the maximum of their authorization. While each 200-man-year installation is authorized to employ casuals equal to 11% of the clerk craft, the 6% district limitation was intended to further constrict the employment of casuals.

The assumed USPS right to modify the districts seriously devalues this negotiated restriction. This position assumes that it is within the authority of the Postal Service to establish up to one nationwide district notwithstanding the limitations agreed to in negotiations.

The application of a change in Districts to the provisions of Articles 14, 15 and the Memorandums of Understanding has unique and equally disruptive effect on the negotiated provisions. The cited provisions in my June 5 letter are affected by this change in ways not agreed to by the negotiators of the contract.

The union alleges violations of Articles 5, 7, 14, 15 and the Memorandums of Understanding identified in my letter of June 5, 2009.

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The Postal Service seeks to defend on the basis of ELM 113.3 and 121. That argument fails. Article 19 of the National Agreement states without reservation: “Those parts of all handbooks, manuals and published regulations of the Postal Service that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall contain nothing that conflicts with this Agreement” Even where the cited provisions of the ELM are to be read as permitting consolidation of Districts, which the union does not accept, the parties’ agreement trumps any asserted right based on the ELM.

The Union requests that the parties continue to apply the historic interpretation and application of the contract without modification by a change to Districts.

Sincerely,

A handwritten signature in black ink that reads "William Burrus". The signature is written in a cursive, slightly stylized font.

William Burrus
President

WB:RB:hjp//opeiu#2/afl-cio