



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Appeal to Arbitration, National Dispute

September 29, 2008

Greg Bell, Director
Industrial Relations
1300 L Street, NW
Washington, DC 20005
202-842-4273 (Office)
202-331-0992 (Fax)

National Executive Board

William Burrus
President

Cliff Guffey
Executive Vice President

Terry R. Stapleton
Secretary-Treasurer

Greg Bell
Director, Industrial Relations

James "Jim" McCarthy
Director, Clerk Division

Steven G. Raymer
Director, Maintenance Division

Robert C. "Bob" Pritchard
Director, MVS Division

Bill Manley
Director, Support Services Division

Sharyn M. Stone
Coordinator, Central Region

Mike Gallagher
Coordinator, Eastern Region

Elizabeth "Liz" Powell
Coordinator, Northeast Region

William E. "Bill" Sullivan
Coordinator, Southern Region

Omar M. Gonzalez
Coordinator, Western Region

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

Re: USPS Dispute No. Q00C4QC06026519, APWU No. HQTG200525,
Step 2 Decision Letters Issued after Prescribed Time Limits

Dear Mr. Tulino:

Please be advised that pursuant to Article 15, Sections 2 and 4, of the Collective Bargaining Agreement, the APWU is appealing the above referenced dispute to arbitration.

Sincerely,


Greg Bell, Director
Industrial Relations

USPS #: Q00C4QC06026519
APWU #: HQTG200525

Case Officer: Greg Bell
Step 4 Appeal Date: 12/19/2005
Contract Article(s): 15, Grievance Procedure;

cc: Resident Officers
Industrial Relations

File

GB/LB



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Article 15 - 15 Day Statement of Issues and Facts

Greg Bell, Director
Industrial Relations
1300 L Street, NW
Washington, DC 20005
(202) 842-4273 (Office)
(202) 371-0992 (Fax)

September 29, 2008

VIA FACSIMILE AND FIRST CLASS MAIL

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

National Executive Board

William Burrus
President

Cliff "C. J." Guffey
Executive Vice President

Terry Stapleton
Secretary-Treasurer

Greg Bell
Industrial Relations Director

James "Jim" McCarthy
Director, Clerk Division

Steven G. "Steve" Raymer
Director, Maintenance Division

Robert C. "Bob" Pritchard
Director, MVS Division

Sharyn M. Stone
Central Region Coordinator

Mike Gallagher
Eastern Region Coordinator

Elizabeth "Liz" Powell
Northeast Region Coordinator

William "Bill" Sullivan
Southern Region Coordinator

Omar M. Gonzalez
Western Region Coordinator

Re: APWU No. HQTG200525; USPS No. Q00C4QC06026519,
Step 2 Decision Letters Issued after Prescribed Time Limits

Dear Mr. Tulino:

On September 12, 2008, we met to discuss the above-referenced dispute at Step 4 of the grievance procedure. The parties mutually agreed to submit their written statements no later than September 29, 2008. The following represents the APWU's understanding of the issues to be decided and the facts giving rise to the interpretive dispute.

This issue involved in this dispute is whether, in the absence of a mutually agreed to time-limit extension, the Postal Service may issue a Step 2 decision beyond the time limits prescribed in Article 15, Section 2, Step 2(f) of the National Agreement between the APWU and the Postal Service.

The APWU's position is, but not limited to, that in the absence of a mutually agreed to time-limit extension, the Employer may not issue a Step 2 decision outside of the prescribed time limits as required by Article 15, Section 2, Step 2 (f) of the National Agreement. The only exception in which the Postal Service may issue a Step 2 decision outside the contractual time limits is when the parties have mutually agreed to extend time limits. When the Postal Service fails to issue a Step 2 decision within the contractual prescribed time limits and the parties have not agreed to extend the time frame, (1) the Postal Service has forfeited its right to issue a Step 2 decision, and (2) the grievance is deemed to have advanced to the next step of the grievance procedure. The Postal Service has taken the position that it can issue a Step 2 decision outside of the prescribed time limits without a mutually agreed to time-limit extension.

The Postal Service's position is contrary to the clear and unambiguous provisions of Article 15 of the National Agreement. For example, Article 15, Section 2, Step 2 (c) provides the following:

(c) The installation head or designee will meet with the steward or a union representative as expeditiously as possible, but no later than seven (7) days following receipt of the Step 2 appeal unless the parties agree upon a later date...

Article 15, Section 2, Step 2(f) provides the following:

(f) Where agreement is not reached the Employer's decision shall be furnished to the Union representative in writing, within ten (10) days after the Step 2 meeting unless the parties agree to extend the ten (10) day period. The decision shall include a full statement of the Employer's understanding of (1) all relevant facts, (2) the contractual provisions involved, and (3) the detailed reasons for denial of the grievance.

Article 15, Section 2(f) governs the contractual time limits within which the Employer must issue a decision, and the only condition in which the Employer may issue a decision outside of the prescribed time limits is by mutual agreement. However, Article 15, Section 4.C governs the status and progression of a grievance at the point the Employer fails to either schedule a Step 2 meeting or render a decision within the prescribed time limits (including mutually agreed to extension periods). At this point, the grievance is deemed to move to the next step of the grievance procedure. Accordingly, Article 15, Section 4.C provides:

C. Failure by the Employer to schedule a meeting or render a decision in any of the Steps of this procedure within the time herein provided (including mutually agreed to extension periods) shall be deemed to move the grievance to the next Step of the grievance-arbitration procedure.

In addition, in the parties' Joint Contract Interpretation Manual (JCIM), the APWU and the Postal Service memorialized the parties' mutual understanding and agreement concerning the interpretation of Article 15.2, Step 2(c); Article 15.2 Step 2(f); and Article 15.4.C of the national Agreement. Accordingly, the JCIM provides the following:

Article 15.2.Step 2(c)

STEP 2 MEETING

The Step 2 meeting must be held as expeditiously as possible, but no later than seven days following receipt of the Step 2 appeal unless the time limits are mutually extended. The necessity of the presence of the grievant at a Step 3 meeting is determined by the union.

Article 15.2, Step 2(f)

STEP 2 DECISION

Management must provide the union representative a written decision within ten days of the Step 2 meeting unless time limits are mutually extended. The decision shall include:

- 1) all relevant facts;
- 2) contract provisions involved; and
- 3) detailed reasons for denial

Article 15.4C

FAILURE TO SCHEDULE A MEETING/ISSUE A DECISION

If management fails to schedule a timely meeting or issue a timely decision (unless the parties mutually agree to an extension) the union must appeal the case to the next step within the prescribed time limits, if it wishes to pursue the grievance.

In cases where management fails to issue a timely decision, the time limits for appeal to the next step are counted from date the decision was due. In cases where management fails to schedule a timely meeting, the time limits for appeal to the next step are counted from the last date a timely meeting could have been scheduled.

If management fails to issue a Step 2 decision within ten days of a Step 2 meeting, the union must make any appeal to Step 3 within fifteen days of the date the Step 2 decision was due.

Notwithstanding the clear and unambiguous language of Article 15, the record shows that the Postal Service's position is also contrary to the parties' mutual understanding and agreement that the only exception provided for issuing a decision or scheduling a Step 2 meeting beyond the prescribed time limits is by mutual agreement.

Re: USPS No. Q00C4QC06026519

September 29, 2008

Page 4

Please contact me if you wish to discuss this matter.

Sincerely,


Greg Bell, Director
Industrial Relations

APWU #: HQTG200525

USPS #: Q00C4QC06026519

Dispute Date: 12/19/2005

Contract Articles: 15, Grievance Procedure;

cc: Industrial Relations

GB /LB