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 6, 2009

Mr. Doug Tulino
Labor Relations
U.S. Postal Service
475 L'Enfant Plaza SW
Washington, DC 20260

Re: APWU No. HQTG20098
No Lay off Memorandum
APWU letter dated April 17, 2009

Dear Mr. Tulino:

Consistent with the terms of the Collective Bargaining Agreement (CBA), this is to **appeal to arbitration** the dispute over the above referenced issue.

The parties have met at Step 4 on this issue; however the Postal Service has failed to respond in writing of its understanding of the issue and to render a Step 4 decision. The Postal Service has failed to provide a written response and at the time of this appeal, I am unaware of the USPS' understanding of the issue and will be informed for the first time in arbitration.

Sincerely,

William Burrus

William Burrus
President

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

American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Greg Bell, Director
Industrial Relations
1300 L Street, NW
Washington, DC 20005
(202) 842-4275 (Office)
(202) 371-0992 (Fax)

June 11, 2009

Doug Tulino, Vice President
USPS Labor Relations
475 L'Enfant Plaza SW
Washington, DC 20260-4100

Dear Mr. Tulino:

This letter is in reference to the attached correspondence from William Burrus dated June 5, 2009 regarding "Dispute over the application of the No Lay off Memorandum."

Please be advised that the APWU number for this case is HQG20098.

Sincerely,

Greg Bell

Greg Bell, Director
Industrial Relations

GB/LB

Document3

American Postal Workers Union, AFL-CIO

1300 L Street, NW Washington, DC 20005

William Burrus
President
(202) 842-4246

June 5, 2009

Doug Tulino
United States Postal Service
475 L'Enfant Plaza, S.W.
Room 9014
Washington, DC 20260-4100

Re: Dispute over the application of the No Lay off Memorandum

Dear Mr. Tulino:

I received your June 3, 2009 response to my interpretive inquiry regarding the application of the 2006 Memorandum protecting APWU represented employees who had not achieved no lay off protection on the date of the agreement. I disagree with your response of June 3, 2009.

Pursuant to the provisions of the 2006 national agreement, this is to initiate a Step 4 grievance. The union's position is as outlined in my April 17 letter. I am available to discuss this matter at your convenience consistent with the terms of the national agreement.

You may contact Robin Bailey of my staff at 202-842-4248 for a mutually agreeable date for discussions.

Sincerely,

William Burrus

William Burrus
President

cc: Greg Bell, Industrial Relations Director
Regional Coordinators
Craft Directors

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

LABOR RELATIONS

UNITED STATES
POSTAL SERVICE

June 3, 2009

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

CERTIFIED MAIL NUMBER:
7099 3400 0009 5112 7573

Dear Bill:

This responds to your April 17 letter regarding the Memorandum of Understanding (MOU) Re: Layoff Protection, which is printed on page 286 of the 2006 USPS/APWU Collective Bargaining Agreement. In particular, you request to know the Postal Service's definition of the word "employee" as used in the MOU. In sum, it is the APWU's position that once an employee obtains the protective status against layoff under the MOU, you opine that the employee has that protection forever, even if the employee transferred out of or is reassigned to a non-APWU bargaining unit position.

The Postal Service does not agree. It is the Postal Service's position that once an employee leaves, voluntarily or involuntarily, from an APWU-represented position, that employee is not covered by any of the provisions of that collective bargaining agreement. Put another way, application of this particular MOU is limited to those APWU-represented craft employees covered under the parties' 2006 National Agreement, just as would be the case with other provisions of the Agreement. In the Postal Service's view, this position is supported, among other things, by the plain reading of Article 1, Section 2, of the National Agreement which states:

> ***The employee groups set forth in Section 1 above do not include, and this Agreement does not apply to:***
>
> 1. ***Managerial and supervisory personnel;***
> 2. ***Professional employees;***
> 3. ***Employees engaged in personnel work in other than a purely non-confidential clerical capacity;***
> 4. ***Security guards as defined in Public Law 91-375 1201(2);***
> 5. ***All Postal Inspection Service employees;***
> 6. ***Employees in the supplemental work force as defined in Article 7;***
> 7. ***Rural letter carriers;***
> 8. ***Mailhandlers; or***
> 9. ***Letter carriers.***

Accordingly, once an employee is reassigned to any of the above positions, the terms of the 2006 APWU Agreement, including the MOU Re: Layoff Protection would not apply.

Notwithstanding our position, I am available to continue our discussions and to review any documentation, external law or contract provision that the APWU relies upon in support of its position, as expressed in your letter, including your opinion that "'protected' status, temporary or permanent, is unaffected by the reassignment of employees from one bargaining unit or craft to another."

Sincerely,

John W. Dockins
Manager
Contract Administration (APWU)

American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

April 17, 2009

William Burrus
President
(202) 842-4246

John Dockins, Manager
Contract Administration/APWU
United States Postal Service
475 L'Enfant Plaza SW
Washington, DC 20260

Dear Mr. Dockins:

We discussed this date the application and interpretation of the "Layoff Protection" Memorandum appearing on page 286 of the APWU 2006-2010 Collective Bargaining Agreement. The issue is the definition of the word "employee" as included in the Memorandum.

It is the position of the union that employee is defined as one who was employed in the APWU bargaining unit on November 20, 2006; continues employment until lay off procedures are implemented for non protected employees or who achieves the required six years of employment for lifetime protection. This definition of employee is unaffected by the change of assignment or craft so if prior to the expiration of the 2006 national agreement, a protected employee is reassigned to a craft that is not protected by the provisions, such employee would continue the protection of the Memorandum.

As you are aware, "protected" status, temporary or permanent, is unaffected by the reassignment of employees from one bargaining unit or craft to another.

A contrary interpretation would result in an employee who was employed within a craft that did not negotiate a Layoff Protection Memorandum achieving such protection by virtue of his/her transfer to the APWU craft during the term of the 2006 national agreement.

Due to excessing and reassignments, many junior APWU represented employees have been reassigned outside the APWU crafts. In the event that lay off is necessary it will be essential that we identify covered and non covered employees.

Please respond with your interpretation of the referenced provision that the union can take appropriate action.

Sincerely,

William Burrus

William Burrus
President

cc: Regional Coordinators
Craft Directors
Industrial Relations

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