



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005



Appeal to Arbitration, National Dispute

Greg Bell, Director
Industrial Relations
1300 L Street, NW
Washington, DC 20005
(202) 842-4273 (Office)
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December 12, 2007

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

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Sharyn M. Stone
Central Region Coordinator

Mike Gallagher
Eastern Region Coordinator

Elizabeth "Liz" Powell
Northeast Region Coordinator

William "Bill" Sullivan
Southern Region Coordinator

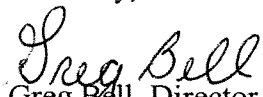
Omar M. Gonzalez
Western Region Coordinator

Re: USPS Dispute No. Q06C4QC07097262, APWU No. HQTG20074,
Cert No. 7003 2260 0005 4971 2105

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 #: Q06C4QC07097262
APWU #: HQTG20074

Case Officer: Mike Morris
Step 4 Appeal Date: 3/2/2007
Contract Article(s) ;

cc: Resident Officers
Industrial Relations

File

GB/WJ



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Article 15 - 15 Day Statement of Issues and Facts

Clerk Division

December 6, 2007

James McCarthy
Director

Patricia "Pat" Williams
Assistant Director

Mike Morris
Assistant Director

Rob Strunk
Assistant Director

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

Re: APWU #:HQTG20074, USPS No. Q06C4QC07097262
Cert. No. 70022410000477218131

Dear Mr. Tulino:

The meeting on the above referenced dispute was held between the parties in accordance with Article 15 of the Collective Bargaining Agreement. Article 15, Section 2 (Step 4) provides that if the parties fail to reach an agreement, then within fifteen days of their meeting each party shall provide the other with a statement in writing of its understanding of the issues involved, and the facts giving rise to the dispute.

The following is the APWU's statement of issues and facts concerning this dispute.
(Please see attached).

Please contact me if you wish to discuss this matter.

Sincerely,

Mike Morris
Assistant Director, Clerk Division

APWU #: HQTG20074
USPS #: Q06C4QC07097262

Dispute Date:
Contract Articles: ;

cc: Industrial Relations

MM/ema/opeiu #2/afl-cio

Mary Hercules
Labor Relations Specialist
Contract Administration
United States Postal Service
475 L'Enfant Plaza
Washington, DC 20260

December 6, 2007

Re: USPS No. Q06C-4Q-C 070907262; APWU No. HQTG20074

Dear Ms. Hercules:

The parties met to discuss the above-referenced dispute at Step 4 of the grievance procedure. The parties mutually agreed to submit their written statement no later than December 7, 2007. The following represents the APWU's understanding of the issues to be decided, and the facts giving rise to the interpretive dispute. This dispute involves the following issue to be decided:

Whether the provisions of Article 7, Section 1.B.3 of the National Agreement that prohibits casual employees from performing assignments requiring training and testing, is limited to positions contained in Article 37.3.F.5 and Article 37.3.F.7 of the National Agreement.

It is the Postal Service's position that the language contained in brackets in Article 7, Section 1.B.3 of the National Agreement limits the scope of the prohibition against casual employees working jobs that require training and testing to positions in Article 37.3.F.5 and Article 37.3.F.7 of the National Agreement. Article 7, Section 1.B.3 of the National Agreement provides the following:

Casual employees are prohibited from performing assignments requiring training and testing (reference Article 37.3.F.5 and Article 37.3.F.7 positions). Similar provisions also apply to the Maintenance and Motor Vehicle Craft.

Contrary to the Postal Service assertions, it is the APWU's position that it is the intent of Article 7, Section 1.B.3 to prohibit casual employees from performing assignments requiring training and testing in the Clerk Craft bargaining unit. Moreover, the bracket language referencing Article 37.3.F.5 and Article 37.3.F.7 is illustrative in nature, and not intended to limit the scope of the prohibition against casuals working jobs that require training and testing provided for in Article 7, Section 1.B.3 of the National Agreement.

Further evidence that Article 7, Section 1.B.3 is not limited to assignments requiring training and testing to positions in Article 37.3.F.5 and Article 37.3.F.7 can be found in the illustration and examples given in response to Question 39 in the "Questions & Answers on the MOU-Supplemental Work Force: Conversion of Clerk Craft Part-Time Flexibles", which provides:

39. *In reference to paragraph 13 of the MOU, what are the limitations on the type of work casuals may perform?*

Response:

- *Paragraph 13 in the MOU prohibits casuals from performing the core duties of positions listed in Article 35.3.F.5 and F.7, e.g., accountable duties such as working the window, the accountable cage, the registry section; duties that require postal training with a deferment period; duties that require scheme study with a deferment period; duties that require a skill that is subject to testing, such as typing. Casuals may perform non-core duties that are related to such positions.*

The parties provided examples of the type of assignments requiring training and testing that casuals are prohibited from performing. In doing so, the parties appropriately identified "the registry section", which have assignments requiring training and testing in positions that are not in Article 37.3.F.5 and F.7. In the Clerk Craft, it is clear that consistent with the intent of Article 7, Section 1.B.3, the type of assignments (regardless of the job title/position) that casuals are prohibited from performing, are:

Accountable duties such as working the window, the accountable cage, the registry section; duties that require postal training with a deferment period; duties that require scheme study with a deferment period; duties that require a skill that is subject to testing, such as typing.

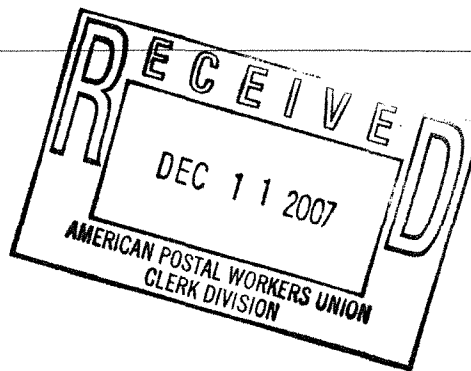
It is the APWU's position that the Postal Service is attempting to achieve in national-level arbitration what it was unable to, and failed to achieve in national-level contract negotiations. Article 7, Section B.3 is clear and unambiguous; casual employees are prohibited from performing assignments requiring training and testing in the Clerk Craft bargaining unit. Moreover, it is a violation of Article 7, Section 1.B.3 of the National Agreement when casual employees assigned to perform work in assignments requiring training and testing.

It is requested that the parties expedite this dispute to be heard in arbitration.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Morris", with a long horizontal flourish extending to the right.

Mike Morris
Assistant Director
Clerk Division
Case Officer



December 7, 2007

Mr. Mike Morris
Assistant Clerk Director
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, D.C. 20005-4128

CERTIFIED MAIL NUMBER:
7003 1010 0000 6762 6083

Re: Q00C-4Q-C 07097262 / HQTC20074

Dear Mike:

The parties met on a few occasions to discuss the above-captioned dispute which is pending at the fourth step of our grievance/arbitration procedures. Since the parties have been unable to resolve this pending dispute, in accordance with Article 15.2., Step 4, this constitutes the Postal Service's understanding of the issues involved and the facts giving rise to the interpretive dispute.

The interpretive issue presented is:

Whether it is a violation of the 2006 USPS/APWU National Agreement in 200 man year installations to work casuals in Article 37.3.F.3 and 37.3.F.4 assignments.

Background:

As a result of the 2006 national negotiations between the USPS and the APWU, the parties agreed to certain new principles related to the supplemental work force. These principles are contained in a Memorandum of Understanding (MOU) RE: Supplemental Work Force; Conversion of Clerk Craft PTF's¹. The parties agreed at Paragraph 13 of the MOU, as follows:

"13. Casual employees in 200 man year installations will be limited to assignments not requiring training and testing [reference Article 37.3.F.5 positions and Article 37.3.F.7], pages 184 and 185 of Agreement."

The parties also agreed to meet and develop the appropriate contract language and implementation guidelines and instructions.

Subsequently, the parties developed Questions and Answers (Q&A) dated March 2, 2007, on the Supplemental Work Force MOU. In pertinent part, Q&A number 39 states:

¹ The MOU RE: Supplemental Work Force: Conversion of Clerk Craft PTF's can be found on pages 290-292 of the 2006 National Agreement.

"Question: In reference to paragraph 13 of the MOU, what are the limitations on the type of work casuals may perform?"

Response: Paragraph 13 in the MOU prohibits casuals from performing the core duties of positions listed in Article 37.3.F.5 and F.7, e.g., accountable duties such as working the window, the accountable cage, the registry section; duties that require postal training with a deferment period; duties that require scheme study with a deferment period; duties that require a skill that is subject to testing, such as typing. Casuals may perform non-core duties that are related to such positions."

Ultimately, the agreed upon contract language regarding this provision was included in the 2006 Agreement at Article 7, Section 1.B.3 which states:

Casual employees are prohibited from performing assignments requiring training and testing (reference Article 37.3.F.5 and Article 37.3.F.7 positions). Similar provisions also apply to the Maintenance and Motor Vehicle Craft."

The MOU RE: Supplemental Work Force; Conversion of Clerk Craft PTF's is expressly included as part of Article 7.1.B, by its reference, "See Memo, Page 290." Additionally, the Q&As, including the ones regarding application of Article 7.1.B, were expressly incorporated by its reference into the updated Joint Contract Interpretation Manual (JCIM) executed on June 29, 2007.

Position of the Parties:

It is the position of the APWU that the reference to Article 37.3.F.5 and Article 37.3.F.7 was listed only for illustrative purposes and not intended to be the closed universe of prohibited positions that casuals cannot perform. Moreover, the union asserts that the prohibition refers to the types of assignments, irrespective of the job title or position. The union supports its position by pointing to the list of core duties found in response to Q&A Number 39. Therefore, according to the union, the parties could not have intended to limit the scope of prohibited duties to only the positions listed in Article 37.3.F.5 and F7.

The Postal Service disagrees. It is the Postal Service's position that the intent and plain reading of the disputed provision supports the conclusion that the casual assignment prohibition was strictly limited to those core duties of the positions listed in Article 37.3.F.5 and 37.3.F.7.

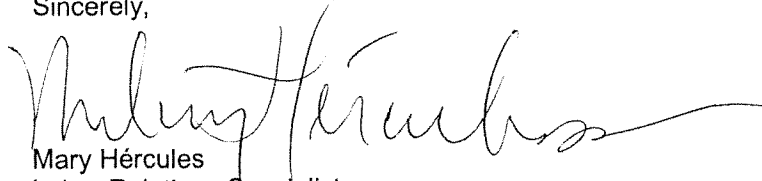
The plain reading of the response to Q&A Number 39, clearly and unambiguously limits the excluded assignments to those positions identified in Article 37.3.F.5 and F7. As outlined above, the response states, in part: "prohibits casuals from performing the core duties of positions listed in Article 37.3.F.5 and F.7." /emphasis added/ There can be no other interpretation of this phrase, other than limiting the set of core duties to the positions listed in F.5 and F.7. Moreover, contrary to the union's assertion, the examples listed in the response are possible core duties for the job titles/positions listed in 37.3.F.5 and F.7.

In addition, a close reading of Paragraph 13 of the MOU RE: Supplemental Work Force; Conversion of Clerk Craft PTF's, reveals that the parties used the phrase, "reference Article 37.3.F.5 and Article 37.3.F.7, Pages 184 and 185 of the Agreement" as a qualifier for implementation purposes. The dictionary² definition of "reference" is "**something as a sign or**

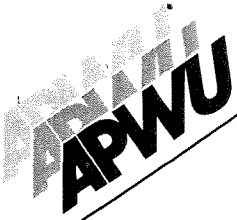
² See Webster's Ninth New Collegiate Dictionary, Merriam-Webster Inc., Publishers, Springfield, MA, copyright 1990.

indication that refers a reader or consulter to another source of information; a standard for measuring or constructing; denotation, meaning.” In the Postal Service’s view, this use of the term “reference” establishes the parties’ intentions. That is, that the excluded assignments were related only to those positions listed in 37.3.F.5 and F7.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mary Hércules". The signature is written in black ink and is positioned above the typed name and title.

Mary Hércules
Labor Relations Specialist
Contract Administration (APWU)



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

March 2, 2007

William Burrus
President
(202) 842-4246

Mr. Doug A. Tulino
Vice President, Labor Relations
U.S. Postal Service
475 L'Enfant Plaza, Room 9100
Washington, D.C. 20260

Certified # 70993220000202425768

(CORRECTED COPY)

Re: APWU No HQTG20074
Limitations on Casual Employee Assignments

National Executive Board

William Burrus
President

Cliff "C.J." Guffey
Executive Vice President

Terry R. 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

Dear Mr. Tulino:

The APWU hereby initiates a Dispute at Step 4 in accordance with Article 15.2.(Step 4) of the National Agreement. The dispute in this case concerns paragraph 13 of the parties' MOU on Supplemental Workforce; Conversion of Clerk Craft PTFs.

The MOU requires that the parties meet and develop appropriate contract language and implementation guidelines and instructions. In the course of our meetings on the provision in dispute, the parties were only able to reach partial agreement on its meaning. The parties are in agreement on the following points:

39. In reference to paragraph 13 of the MOU, what are the limitations on the type of work casuals may perform?

Response: Paragraph 13 in the MOU prohibits casuals from performing the core duties of positions listed in Article 37.3.F.5 and F.7, e.g., accountable duties such as working the window, the accountable cage, the registry section; duties that require postal training with a deferment period; duties that require scheme study with a deferment period; duties that require a skill that is subject to testing, such as typing. Casuals may perform non-core duties that are related to such positions.

As we have discussed, the APWU's position is that the bracketed phrase in paragraph 13 of the MOU which states "[reference Article 37.3.F.5 positions and Article 37.s.F.7]" is illustrative only and does not limit the scope of the prohibition against casuals working jobs that require training and testing.

Regional Coordinators

Sharyn M. Stone
Central Region

Jim Burke
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

William E. "Bill" Sullivan
Southern Region

Omar M. Gonzalez
Western Region

Letter to Doug Tulino
March 2, 2007
Page Two

We intend to sign off on the parties' Questions and Answers about the MOU insofar as the parties are in agreement, and to process this dispute through Article 15 to resolve this point on which we have not been able to reach complete agreement. Our signing of the Questions and Answers and the initiation of the dispute are without prejudice to our right to initiate any dispute over other disagreements that may arise.

In accordance with Article 15.2 (Step 4), please contact Cliff Guffey or Mike Morris to arrange a meeting on this dispute to occur within the next 30 days.

Thank you for your attention to this matter.

Sincerely,

Handwritten signature of William Burrus in black ink.

William Burrus
President

APWU #: HQTG20074	Case Officer: Cliff Guffey
Dispute Date: 3/2/07	

WB/rr/opeiu#2/afl-cio