



## American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

**William Burrus**  
President  
(202) 842-4246

### Initiate National Dispute

February 17, 2010

#### National Executive Board

William Burrus  
President

Cliff Guffey  
Executive Vice President

Elizabeth "Liz" Powell  
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

John H. Dirzius  
Coordinator, Northeast Region

William E. "Bill" Sullivan  
Coordinator, Southern Region

Omar M. Gonzalez  
Coordinator, Western Region

#### Sent Via Facsimile First Class Mail

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

Re: APWU No. HQTG20100063

Dear Mr. Tulino:

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. It has been brought to my attention that selected 60 day excessing notices to employees do not include the office where reassigned. The agreements between the parties require that when employees are excessed outside their craft or installation, such employees will be provided notice of a minimum of 60 days. This notice must include relevant information informing the employee of when and where they will be reassigned. Basic information informing such employees that they may be reassigned to an undetermined location do not meet requirements of the notice.

The purpose of the advance notice is so that the affected employees may take the steps necessary to relocate to the new employment, including relocation of their residence when necessary, reenrolling children in school, church membership and many other civic and personal adjustments associated with the move.

Letter to Doug Tulino  
February 17, 2010  
Page Two

A contrary interpretation of the notice requirement would include delaying notice with specificity until the actual date of reassignment, thus totally negating the purpose of advance notification.

If the parties are unable to reach agreement on this issue it is requested that it receive expedited scheduling that liability does not accumulate if the union prevails.

Sincerely,

Handwritten signature of William Burrus in black ink.

William Burrus  
President

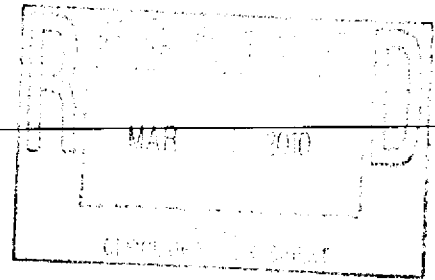
WB:RB/lbb  
opeiu#2, afl-cio

APWU #: HQTG20100063  
Dispute Date: 1/17/2010

Case Officer: William Burrus  
Contract Article(s): ;

cc: Greg Bell  
File

LABOR RELATIONS



February 24, 2010

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

Re: USPS # Q06C-4Q-C10104432  
APWU # HQTG20100063

Dear Bill:

This is to acknowledge receipt of the Step 4 dispute filed by the APWU, case number HQTG20100063. The Postal Service case number for this dispute is Q06C-4Q-C10104432.

Please contact Angela Ferguson at (202) 268-3663, to make arrangements to discuss this dispute.

Sincerely,

A handwritten signature in black ink, appearing to read "John W. Dockins".

John W. Dockins  
Manager  
Contract Administration (APWU)



## American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

March 30, 2010

**William Burrus**  
President  
(202) 842-4246

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

### National Executive Board

**William Burrus**  
President

**Cliff Guffey**  
Executive Vice President

**Elizabeth "Luz" Powell**  
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

**John H. Dirzius**  
Coordinator, Northeast Region

**William E. "Bill" Sullivan**  
Coordinator, Southern Region

**Omar M. Gonzalez**  
Coordinator, Western Region

Re: USPS Dispute # Q06C-4Q-C10104432  
APWU # HQTG20100063

Dear Mr. Tulino:

The above referenced case has been discussed at Step 4 and is awaiting USPS decision; however, I bring to your attention contractual provisions that may further clarify the dispute.

The parties have expressed disagreement over the requirement to include in the 60 day employee notice the name of the specific office to which reassigned. The notice that is in disagreement merely informs the employee that he/she will be excessed without designation of "where."

Article 12.5.B.5 provides that "full-time and part-time flexible employees involuntarily detailed or reassigned from one installation to another shall be given, not less than 60 days advance notice, if possible."

This reference to one installation to another reflects the parties' intent to provide the affected employee the information of where he/she is being assigned as compared to a generic notice of reassignment.

Please review the provisions cited above and inform if reference to this contractual provision modifies your position.

Sincerely,

**William Burrus**  
President

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



## American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

April 16, 2010

**William Burrus**  
President  
(202) 842-4246

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

Re: Q06C-4Q-C10104432  
APWU # HQTG20100063

### National Executive Board

William Burrus  
President

Cliff Guffey  
Executive Vice President

Elizabeth "Liz" Powell  
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

John H. Dirzius  
Coordinator, Northeast Region

William E. "Bill" Sullivan  
Coordinator, Southern Region

Omar M. Gonzalez  
Coordinator, Western Region

Dear Mr. Tulino:

The parties' representatives met on April 5, 2010 to discuss the above referenced dispute and failed to reach agreement therefore pursuant to the provisions of the national agreement following is the unions **15 day statement of the understanding of the issues including the facts and contentions of the dispute:**

When employees are identified as reassigned from their craft or installation the national agreement requires that such employees be "given not less than 60 days advance notice, if possible." The Employer has applied this provision as requiring 60 days notice that such employees "**will be**" reassigned without identification of "**where**" they will be reassigned and the exact date of reassignment. The Employer has not advanced the defense that it was not possible to provide the required notice.

The contractual provisions applicable to the reassignment of employees, Article 12.5.B.5 and C.5 requires the reassignment of excess employees "to vacancies ... in the APWU crafts in installations" and further requires that "the Postal Service will designate such installations for the reassignment of excess full-time employees."

The national parties further recorded their intent to provide 60 day notice in Article 12.5.B.5 in their agreement that "full-time and part-time flexible employees involuntarily detailed or reassigned from one installation to another shall be given not less than 60 days advance notice." The emphasis of this provision is the agreement that the 60 day notice applies when reassigned **to another installation.** Notice that such employees will be reassigned **from** an installation does not satisfy the notice requirement.

During the discussions, the Employer referenced the employee selection process of available vacancies as limiting the obligation to provide 60 day notice of the office to which reassigned. This process is not referred to in Article 12 but is an application of the craft seniority provisions. Nothing precludes the parties from negotiating an expedited bidding process that the Employer can expedite the notice to employees and satisfy the 60 day notice provision without undue delay. The absurdity of the

Doug Tulino  
April 16, 2010 – Page Two

Employer's interpretation is if the reassignment bidding process (which has no contractual time limitations) consumes 59 days of the 60 day notice period, the employee will be left with one (1) day's notice that he/she will be required to work in an office up to 1000 miles or further from their place of employment. This would violate the required 60 day advance notice period.

Under the USPS interpretation, the notice period is influenced by the number of employees identified for excessing during a specific period of time. If few employees are provided selections for placement to a specific office the notice period is not reduced by the selection process as would be required if hundreds of employees are selecting from dozens of available vacancies. Employees in the former circumstance can select within a matter of hours while in the latter example reassignment to a specific office may take weeks or months and reduce proportionally the 60 day notice period.

It is not unusual in the parties' agreement that placement of employees be required within a specified time period that is not altered by intervening events. In this case, the Employer reduces the 60 day notice period by events not contemplated in the negotiation of the Article 12 reassignment provisions.

The reassignment of employees has accelerated over recent years with some employees reassigned 500 miles or greater from their place of employment. The Employer's practice of ignoring the universal 60 day notice requirement places the employee who is reassigned one mile from their office of employment and where there are no other excessed employees longer notice than would be provided to those who are competing with many for vacancies over an extended radius. The negotiated 60 day notice is intended as a minimum period of universal notification that the employee can make the necessary personal adjustments.

This issue has been brought to the attention of postal management timely but in their determination to apply a flawed interpretation, hundreds of employees have been reassigned without being granted the required 60 day notice. The union asks that these employees who were not provided proper notice be given the option of returning to their former installation and if their excessing is still intended, be provided the required 60 day notice and be made whole for commuting expenses and work outside of schedule from the date of improper reassignment.

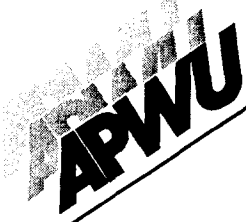
Sincerely,



**William Burrus**  
**President**

cc: Greg Bell

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



**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)  
202-331-0992 (Fax)

April 19, 2010

**VIA FACSIMILE AND REGULAR MAIL**

**National Executive Board**

William Burrus  
President

Cliff Guffey  
Executive Vice President

Elizabeth "Liz" Powell  
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

John H. Dirzius  
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  
Washington, D.C. 20260

Re: USPS Dispute No. Q06C4QC10104432, APWU No. HQTG20100063

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,

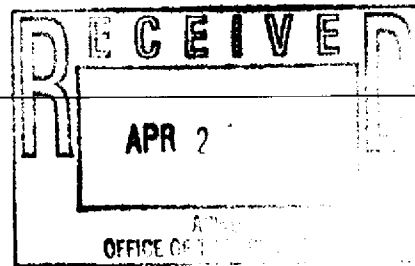
*Greg Bell*  
Greg Bell, Director  
Industrial Relations

USPS #: Q06C4QC10104432  
APWU #: HQTG20100063

Case Officer: William Burrus  
Step 4 Appeal Date: 1/17/2010  
Contract Article(s): ;

cc: Resident Officers  
Industrial Relations

GB/bw/opieu#2/afl-cio



April 19, 2010

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

Certified Mail Tracking Number:  
7099 3400 0009 0516 2575

USPS Q06C-4Q-C 10104432  
APWU HQTG20100063

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 April 5 to discuss the issue in dispute and were unable to reach an agreement. This is the Postal Service's "15-Day Letter".

**ISSUE:**

The issue in this case is whether or not Article 12.5.B.5 requires that "60-day excessing notices to employees include the office where reassigned."

**APWU POSITION:**

The APWU's position is that Article 12.5.B.5 requires a 60-day advance notification to the employee whenever excessing occurs outside the craft/installation. "This notice must include relevant information informing the employee of when and where they will be reassigned. Basic information informing such employees that they may be reassigned to an undetermined location do not meet requirements of the notice." The APWU claims that "selected (underscored for emphasis) 60-day excessing notices to employees do not include the office where reassigned." The APWU claims that the Postal Service is required to provide "full-time and part-time flexible employees involuntarily detailed or reassigned from one installation to another" with not less than 60 days advance notice, if possible."

**POSTAL SERVICE POSITION:**

The APWU was unable to identify any specific "selected" notice other than one document which appeared to be a generic template that cited, verbatim, the language in the contract – that the employee was being reassigned "from one installation to another" within not less than 60 days. This "selected notice" is consistent with the requisite contractual language.

**Article 12.5.B.5 clearly states:**

Full-time and part-time flexible employees involuntarily detailed or reassigned from one installation to another shall be given not less than 60 days advance notice, if possible, and shall receive moving, mileage, per diem and reimbursement for movement of household goods as appropriate if legally payable will be governed by the standardized Government travel regulations as set forth in Methods Handbook F- 10, "Travel."



In addition, the Joint Contract Interpretation Manual (JCIM), Article 12.5.B states:

**EMPLOYEE NOTIFICATION:**

Affected regular work force employees are entitled to an advance notice of not less than 60 days, if possible, before making involuntary details or reassignments from one installation to another.


This is exactly what the "selected" notice states. When specifically asked, the APWU was unable to respond to the question of when, exactly, the Union claims the "60-day-notice clock starts ticking." The APWU declined to discuss any further questions concerning this issue. The APWU failed to define the precise issues involved nor did they develop all necessary facts as required in Article 15.4.D. Absent any such discussion, any presentation of evidence at a hearing would substitute the hearing for the grievance procedure. It would be patently unfair and inconsistent with National awards (Aaron, NC-E-11359; Mittenthal, N8-W-8046) to permit the APWU to develop its evidence and argument for the first time at the hearing.

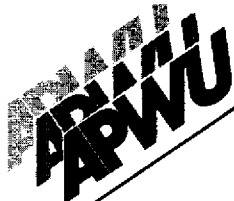
The contractual language involved, Article 12.5.B.5, was originally a part of the March 9, 1968, National Agreement, specifically Appendix A, which was an incorporation of the principles of Reassignments as contained in Article XII. There have been no substantive changes to this language other than an update to conform to a change. Consistent with Article 12.5.B.5, the impacted employee is advised that he/ she is being involuntary reassigned "from one installation to another." Historically, the process remains unchanged. The 60 day notice begins when the employee is advised that he/she is being "....reassigned from one installation to another."

The APWU did not produce any evidence of any circumstance where an employee failed to receive 60 day notification. Even if the APWU had produced such evidence, the contract language does not impose an absolute requirement of 60 day notification to the employee. The contract language contains the provisional language of "if possible" which allows for consideration of the specific local fact circumstances to be addressed in the grievance procedure. This language provides for an application of the contract language which does not require interpretation.

Past practice and application of the contractual language in 12.5.B.5 supports Management's position in this case.

Sincerely,

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



# American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

April 22, 2010

William Burrus  
President  
(202) 842-4246

Ms. Angela N. Ferguson  
Labor Relations Specialist  
Contract Administration (APWU)  
United States Postal Service  
475 L'Enfant Plaza, S.W.  
Washington, DC 20260

**National Executive Board**

William Burrus  
President

Cliff Guffey  
Executive Vice President

Elizabeth "Liz" Powell  
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 Mantley  
Director, Support Services Division

Sharyn M. Stone  
Coordinator, Central Region

Mike Gallagher  
Coordinator, Eastern Region

John H. Dirzius  
Coordinator, Northeast Region

William E. "Bill" Sullivan  
Coordinator, Southern Region

Omar M. Gonzalez  
Coordinator, Western Region

Re: USPS Q06C-4Q-C 10104432  
APWU HQTG20100063

Dear Ms. Ferguson:

I am in receipt of the USPS understanding of the interpretive issue involved in the above referenced case.

You misstate the APWU's position on page 2 paragraph 2 under EMPLOYEE NOTIFICATION: in which you write that "when specifically asked, the APWU was unable to respond to the question of when, exactly, the Union claims the 60-day notice clock starts ticking." The APWU declined to discuss any further questions concerning the issue. The APWU failed to define the precise issues involved nor did they develop all necessary facts..."

As I attempted to explain to you at the grievance meeting and that there be no further misunderstanding, it is the APWU's position that the starting of the clock is specifically related to the date of the notice that informs the employee where he/she is being reassigned. The question is not when the clock starts ticking but the information included on the notice. The union interprets the contract as requiring the Postal Service to provide the employee "not less than 60 days advance notice when reassigned from one installation to another."

The facts generating this interpretive dispute are that postal management is failing to include in the 60 day notice the office to which the employee is being reassigned. We interpret Article 12.5.B.5 as requiring such notice.

If you feel for any reason that you have been disadvantaged in my explanation of the issues including the facts and contentions of this letter, the union's 15 day letter and you need to further consider the issues raised, please contact my office for the scheduling of an additional meeting.

I note for the record that your 15 day statement was filed untimely.

Sincerely,

William Burrus  
President