

U.S. Department of Labor

Room N-5603
200 Constitution Ave. NW

Employment Standards Administration
Office of Labor-Management Standards
Washington, D.C. 20210



202/ 693-1224

05/28/2003

✓ Mary F. Craig, President
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by fax, to (251) 633-6883

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Re: ATU Local 770 v. City of Mobile
DSP case no. 03-13c-1

Dear Parties:

On May 9, 2003 the City of Mobile timely filed its initial response to the above-styled claim for employee protections pursuant to Section 13(c) of the Federal Transit law, which is recodified at 49 U.S.C. § 5333(b). By letter of May 15, 2003, received here May 28, ATU Local 770 (the Union) replied to the City's response to the claim. In its response the City raised the issue of jurisdiction and argued that the Department of Labor does not have jurisdiction over this claim for employee protections. The City's argument relies on Paragraph 15(a) of the applicable Section 13(c) Agreement to which the City and the Union are parties. The Department received a complete copy of that Agreement May 6, 2003.

Paragraph 15(a) provides that any disputes "involving the City and the Union under the Agreement which cannot be settled by the parties thereto within thereafter (30) days...may be submitted...to a board of arbitration to be selected as hereinafter provided." The arbitration board is to be tri-partite, with the neutral arbitrator selected through the procedures of the American Arbitration Association if the two partisan arbitrators are unable to agree on a neutral arbitrator.

In its May 15 reply to the City's position, the Union addressed substantive issues of the case and the City's position but made no persuasive rebuttal of the City's challenge to the Department's jurisdiction over this claim. The arbitration procedure in Paragraph

15(a) applies to the issues disputed between the parties in this claim. The Department of Labor does not assert jurisdiction over a Section 13(c) claim where, as here, the parties have access to a neutral, final and binding arbitration procedure for resolution of their dispute.

Therefore, the Department is closing this claim effective with the date of this letter. This action is taken without prejudice to the Union's opportunity to pursue the issues in this claim through the arbitration procedure set out in Paragraph 15(a) of the Section 13(c) Agreement.

Sincerely yours,

A handwritten signature in cursive script that reads "Kelley Andrews". The signature is written in dark ink and is positioned below the typed name.

Kelley Andrews, Director
Division of Statutory Programs