

Exec. Council

UNITED STATES POSTAL SERVICE

Washington, DC 20230

OUR REF: LRD:DHC:gvv

DATE: June 9, 1975

SUBJECT: Transfer of Work from City to Rural Delivery

TO:
Regional Directors
Office of Labor Relations

Charles Scialla, Northeast Region
 Walter Crowe, Southern Region
 Bill Donnelly, Eastern Region
 Robert Stevens, Western Region
 Charles Van Amburg, Central Region

On November 12, 1974, I wrote to you concerning questions which had arisen as a result of the arbitration award in N-C-4120, Sioux Falls, South Dakota. That award was limited to the facts in that case, but there have been and continue to be instances in which work is transferred from city delivery service to rural service, which are the subject of outstanding NALC grievances.

In an attempt to resolve the basic questions posed by all these cases, Jim Rademacher, NALC President, and I met yesterday with Sylvester Garrett, the arbitrator in N-C-4120. After we discussed all aspects of the problem, and after a thorough analysis of the award in N-C-4120, a basic premise emerged to the effect that no significant amount of work that has traditionally been performed by city letter carriers may be transferred to rural carriers (absent a material change in the nature of the work) except through the provisions of Article VII, Section 2.A. This same theory, of course, formed the basis for Garrett's decision in the recent West Coast Clerk-Mail Handler arbitration.

The obligations under Article VII, 2.A. are somewhat different in the 1971 and 1973 Agreements, but each Agreement requires certain specific steps to be taken before a combination job may be created, and therefore before work may be transferred from city carriers to rural carriers. In none of the outstanding cases was there any attempt to follow these steps properly. Service improvements, efficiency, or cost are, under the Agreement, not legitimate factors for consideration in making determinations of this nature.

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It is impossible to spell out with any degree of specificity the definitions of such words as "significant", "traditionally", and "material". Suffice it to say that good judgment should be used, and each case must be handled individually on its own merits, in accordance with the general principles set forth in the second paragraph. A list of outstanding cases for your region, if any, is attached. Please take the necessary action to dispose of these cases in accordance with this memorandum.

We have several cases in which a substantial number of stops which had traditionally been performed by city carriers were transferred to rural carriers. These actions, it is now evident, were improper and steps should be taken, as soon as practicable, to transfer the stops involved back to city delivery. No back pay obligation whatsoever is involved.

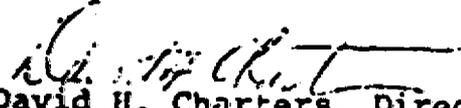
There are several cases in which trailer courts had been formerly delivered as one stop by a city carrier, and when delivery was extended to individual trailers, the work was given to a rural carrier. The work involved in such cases was essentially new work, never performed in the past by city carriers, and thus if management's determination to use a rural carrier was operationally reasonable it may remain in effect, and no changes are now required. In such a case, the one stop lost by the city carrier is not considered "significant".

The application of the general principles set forth in the second paragraph must be carefully observed in assessing problems raised in the future by overlapping delivery areas. An important principle to keep in mind in this connection is that there is not necessarily any correlation between municipal boundaries and city delivery service boundaries. More specifically, just because certain stops are inside a city boundary, they are not per se the appropriate work of city carriers.

Although the Agreement does not specifically address the subject, I believe that if changes from city to rural service appear operationally advisable, for example to square off boundaries for scheme simplification purposes, such changes may be accomplished through exchanges of territory provided there is no significant net transfer of stops from city carriers to rural carriers, and also provided that both the NALC and NRECA locals agree to the changes.

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Finally, I must reemphasize that neither the award in N-C-4120, nor my discussions with Messrs. Carrett and Raemacher yesterday, involved the conversion of territory from rural to city service, and thus USPS policy remains undisturbed on that subject.


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