



UNITED STATES POSTAL SERVICE

475 L'Enfant Plaza, SW
Washington, DC 20260

March 12, 1980

Mr. Vincent R. Sombrotto, President
National Association of Letter Carriers,
AFL-CIO
100 Indiana Avenue, NW
Washington, DC 20001

Re: Step 4 Grievance
Washington, DC
H8N00C0002

Dear Mr. Sombrotto:

On March 5, 1980, we met to discuss the above-captioned grievance in accordance with the provisions of Section 3.(d) of the 1978 National Agreement.

It is our understanding that the issue raised in this grievance concerns the interpretation of Item 6.b of the Memorandum of Understanding resulting from the 1978 national negotiations as it applies to adjusting routes based on mail volume. Specifically, the question raised is whether Section 242.31(b) of the M-39 Handbook, as modified by Item 6.b of the Memorandum of Understanding, completely bars any adjustments to data developed during the week of count and inspection for unusual mail volume unless the volume during that week is at least 13% different than the average mail volume since the last inspection.

The vehicle giving rise to the issue in this case is the Postal Service response to an NALC agenda item (Item 6) discussed during the National Joint City Delivery Committee meeting, which was prompted by a memorandum of instructions on Route Examination Procedures issued by our Northeast Regional Office to field management dated August 13, 1979, which provides in pertinent part on page 2 of the memorandum:

"First, when management does have specific, documentable evidence that a volume increase of less than 13%, for example, was due totally to a one-time mailing (grand opening of a new store, special town celebration, census, etc.)

reasonable adjustments to account for the increase should be made. Second, the fact that management cannot normally adjust for volume increases less than 13% does not mean that adjustments for other reasons cannot be made. Office and street procedures or work methods must certainly still be taken into account". (underscoring added)

The National Association of Letter Carriers takes the position that there is nothing in the language of Item 6.b of the negotiated Memorandum of Understanding of July 21, 1978, which provides for any exception to the 13% volume factor.

That specific language, which modifies Section 242.31(b) of Handbook M-39, provides:

"b. No mail volume adjustments will be made to carrier office work (casing and strapping out functions) or street work evaluations unless the mail volume for the week of count and inspection is at least 13% higher or lower than the average mail volume for the period between the most recent regular and the current inspection (excluding the months of June, July, August and December)".

The 13% volume factor negotiated into the Memorandum of Understanding during the 1978 negotiations became part of the overall route evaluation process set forth in Handbook M-39 and anticipates that such volume changes reflect the "normal volume" for the route. The 1978 negotiations did not, in any way, alter Section 242.122 of Handbook M-39 which provides:

"The proper adjustment of carrier routes means an equitable and feasible division of the work among all of the carrier routes assigned to the office. All regular routes should consist of as nearly 8-hours daily work as possible."
(Underscoring added)

Additionally, Section 211.1 of the Handbook, as modified by the Memorandum of Understanding, provides in pertinent part:

"Counts of mail and route inspections shall be conducted on each letter delivery route..... during normal mail volume periods between the first week of September and May 31, excluding December....." (Underscoring added)

The entire thrust of the route evaluation process, which was not changed or modified through negotiations, is to review the routes under conditions which anticipate normalcy for the routes during the period until the next count and inspection. If a situation occurs during the week of count and inspection involving a large one-time mailing which is not anticipated to occur again during the period until the next count and inspection, and such mailing distorts the mail volume to a point which is within the 13% volume factor, the Postal Service is still obligated to adjust the routes to as nearly 8-hours as possible.

To adopt the position that there can be no exception to the 13% factor, as proffered by the Union, would distort the spirit and intent of the true purpose for route evaluations; namely, to adjust routes to as nearly 8-hours as possible under normal mail volume conditions providing an equitable and feasible division of the work among all of the carrier routes assigned to the office.

It is our position that the response given to the Union on Agenda Item 6 discussed at the National Joint City Delivery Committee meeting was reasonable and proper under the route evaluation processes as set forth in Handbook M-39 and the negotiated Memorandum of Understanding of July 21, 1978.

Sincerely,



William E. Henry, Jr.
General Manager
Grievance Division
Labor Relations Department

Tony R. Huerta
Executive Vice President

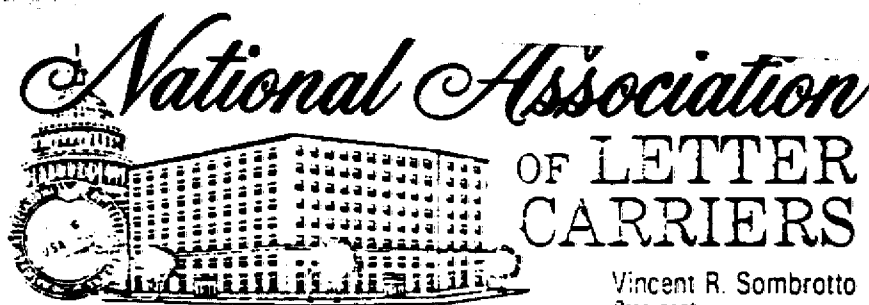
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March 19, 1980

Mr. James C. Gildea
Assistant Postmaster General
Labor Relations Department
U. S. Postal Service
Washington, D.C. 20260

Re: City Delivery Agenda
(13% Volume Factor)
H8N00C0002

Dear Mr. Gildea:

Pursuant to Article XV, Section 3(d) and Section 4, the Union hereby appeals the above matter to arbitration and requests that a hearing be scheduled before the next available arbitrator.

Very truly yours,

Vincent R. Sombrotto,
President

VRS:br
opeiu #2

cc: William E. Henry
bcc: Contract Adm. Unit