



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260

AUG 19 1980

Mr. Ronald L. Hughes
Assistant Secretary-Treasurer
National Association of Letter Carriers
AFL-CIO
100 Indiana Avenue, NW
Washington, DC 20001

Re: NALC - Local
Fayetteville, NC
N8-S-0373/S8N3PC14741

Dear Mr. Hughes:

On August 5, 1980, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

This grievance resulted from the transfer of six (6) city delivery stops from Route 0106 to a rural route.

The question of transferring work from city delivery service to rural delivery service was addressed by USPS and the NALC management in 1975 when the parties met to discuss Arbitration Award No. N-C-4120 on the same subject issued by Arbitrator S. Garrett. The meeting resulted in a memo dated June 9, 1975, by the Postal Service which spelled out general principles to be applied by postal management when determining whether to transfer stops from a city route to a rural route.

Although the principles were based on an interpretation of Article VII-2A of the 1975 Agreement, in our view, the same logic is applicable because Article VII, Section 2-A was not changed in the current National Agreement.

The general principles set forth in the June 1975 memo are as follows:

No significant amount of work traditionally 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.

In making determinations to transfer stops, service improvement, efficiency, and cost were not legitimate factors for consideration.

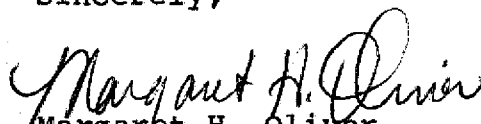
Due to the impossibility of spelling out, with any degree of specificity, the definitions of such words as "significant" "traditionally", and "material", good judgment should be used and each case handled individually on its own merits.

When a change from city to rural service appeared to be operationally advisable, for example to square off boundaries or for scheme simplification purposes, such changes should be accomplished through exchanges of territory provided there was no significant net transfer of stops from city carriers to rural carriers, and also provided that both NALC and NRLCA locals agree to the changes.

Considering the above principles and addressing the question of whether the transfer of six (6) stops from Route 0601 at the Fayetteville, NC Post Office violated the National Agreement, it is our view that a violation has not occurred. Discounting the reduction on fuel usage, two other reasons given for making the change were to square off boundaries and to simplify the scheme by preventing a split in the middle of a block. In addition, the transfer resulted in a net change of four (4) stops being added to city delivery since only six (6) stops were taken from city delivery and added to rural delivery while ten (10) were taken from rural delivery and added to city delivery.

Under the circumstances, the requested action cannot be granted and this grievance is denied.

Sincerely,


Margaret H. Oliver
Labor Relations Department