



RECEIVED

JAN 18 1990

CONTRACT ADMINISTRATION UNIT
N.A.L.C. WASHINGTON, D.C.UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

Mr. Vincent R. Sombrotto
President
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, DC 20001-2197

RE: H4N-3A-C 47917; 47995
CLASS ACTION
H4N-3A-C 51357
A. VORIS
DALLAS, TX 75260

Dear Mr. Sombrotto:

Recently, a meeting was held with the NALC Director of City Delivery, Brian Farris, to discuss the above-captioned grievances at the fourth step of our contractual grievance procedure.

The issue in these grievances is whether management violated the collective bargaining agreement by providing lease vehicles on routes with driveout agreements.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in these cases. While the parties agree that management may lease vehicles, Article 41.4.4 provides specific requirements for the termination of existing driveout agreements. Additionally, PS Form 1311, item 12 and Section 171.5 of the M-39 provide direction for the termination of Transportation Agreements.

Accordingly, the termination of the Driveout Agreements was improperly accomplished. We agreed to remand these cases to the parties at the Step 3 level for proper adjustments.

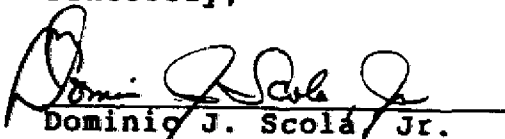
VINCENT R. SOMBROTTO


2

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.

Time limits were extended by mutual consent.

Sincerely,


Dominic J. Scola, Jr.
Grievance & Arbitration
Division


Vincent R. Sombrotto
President
National Association of
Letter Carriers, AFL-CIO

Date: _____



National Association of Letter Carriers (AFL-CIO)

M-00985

APPEAL TO STEP 4

RECEIVED

DATE **828-09-89**

AUG 14 1989

TO: ASSISTANT POSTMASTER GENERAL
LABOR RELATIONS DEPT.
UNITED STATES POSTAL SERVICE
WASHINGTON, D.C. 20260-4100

FROM: NATIONAL BUSINESS ~~AGENT~~ ADMINISTRATION UNIT
N.A.L.C. WASHINGTON, D.C.
Joe Z. Romero, NBA
600 E. Las Colinas Blvd. #560
Irving, TX 75039

CARRIER	REGIONAL NO.	GRIEVANT (OR CLASS)	POST OFFICE
	S4N 3A C 47917	Class Action	Dallas, TX

ND 823 87

DEAR SIR, SINCE NALC USPS BELIEVE(S) THIS CASE INVOLVES AN INTERPRETIVE ISSUE UNDER THE NATIONAL AGREEMENT (OR SOME SUPPLEMENT THERETO OF GENERAL APPLICATION), I AM APPEALING THE ABOVE-CAPTIONED CASE TO STEP 4 OF THE GRIEVANCE PROCEDURE, PURSUANT TO ARTICLE XV, SECTION 2. OF THE NATIONAL AGREEMENT.

DATE STEP 3 DENIAL RECEIVED: **August '89**

STEP 3 DECISION RENDERED BY:

VIOLATION INCLUDING BUT NOT LIMITED TO: **15,41**

CORRECTIVE ACTION REQUESTED: **Carriers with Drive-out agreements be paid their basic rate until proper written notice has been given and 30 days thereafter.**

DESIGNATED NALC REPRESENTATIVE AT STEP 4:

**Contract Admin. Unit.
Washington, D.C.**

SINCERELY YOURS.

NATIONAL BUSINESS AGENT

CC: REGIONAL DIRECTOR FOR ELR
NATIONAL OFFICER, NALC
BRANCH PRESIDENT, NALC



UNITED STATES POSTAL SERVICE
Southern Regional Office
Memphis TN 38166-0200

March 19, 1987

Mr. Joseph Z. Romero	Southern Region Grievance
National Business Agent	Appeal No. S4N-3A-C 47917
National Association of Letter	Dated: 02/25/87
Carriers, AFL-CIO	Local No. ND-823/87

Subject: Step 3 Grievance Decision:	Class Action
	Dallas TX
Provision Allegedly Violated:	41-04-22


Dear Mr. Romero:

This is to confirm the disposition of the subject Step 3 grievance appeal which was recently discussed with your representative, Mr. Pete Goodman.

Based on information presented and contained in the grievance file, the grievance is denied. Carriers with drive out agreements are entitled to be compensated when they utilize their private vehicles. They are not entitled to compensation when they do not utilize their vehicles.

The time limit for processing at Step 3 was extended by mutual consent.

In our judgment, the grievance does not involve any interpretive issue(s) pertaining to the National Agreement or any supplement thereto which may be of general application. Unless the union believes otherwise, the case may be appealed directly to regional arbitration in accordance with the provisions of Article 15 of the National Agreement.


Allen Saul
Labor Relations

APPEALED TO
ARBITRATION

RECEIVED
MAR 25 1987
JOE Z. ROMERO
NATIONAL BUSINESS AGENT
N. A. L. C.
DALLAS REGION # 10

cc: Postmaster, Dallas TX 75260-9998
Sectional Center Manager, Dallas TX
2



National Association of Letter Carriers (AFL-CIO)

M-00985

D-792

DATE: 2-20-87

GRIEVANCE
APPEAL TO

3

TO: REGIONAL DIRECTOR, EMPLOYEE AND LABOR RELATIONS
UNITED STATES POSTAL SERVICE

Southern Postal Region
Midtown Towers
Memphis, TN 38166

FROM: BRANCH PRESIDENT

Jack Walker, President
Lone Star Branch No. 132
221 W. Centre St.
Dallas, TX 75208

BRANCH GR.#	GRIEVANT'S NAME	GRIEVANT'S S.S.#	JOB CLASSIFICATION	STATION
ND-823/87	Union		Letter Carriers	Joe Pool, Station

PURSUANT TO ARTICLE XV, SECTION 2 OF THE NATIONAL AGREEMENT, WE HEREBY APPEAL TO STEP 3 THE DECISION AT STEP 2 OF THE POSTMASTER OR DESIGNEE Mr. Howard Buck, Div. Mgr.
OF THE Dallas, TX 75260 INSTALLATION, RENDERED ON 2-18-87 AND RECEIVED ON 2-19-87

ATTACHMENTS (CHECK):

STANDARD GRIEVANCE FORM

STEP 2 DECISION

UNION CORRECTIONS OR ADDITIONS TO STEP 2 DECISION (IF FILED)

THE FOLLOWING INFORMATION WILL HOPEFULLY ASSIST THE PARTIES IN QUICKLY RESOLVING THIS PROBLEM. TO DISCUSS THIS GRIEVANCE

FURTHER, KINDLY CONTACT OUR NATIONAL BUSINESS AGENT Joe Z. Romero, NBA

AT (ADDRESS) 5787 Hampton Rd. #117 OR BY PHONE 339-6569
Dallas, TX 75232

VIOLATION: INCLUDING BUT NOT LIMITED TO NATIONAL (ART. & SECT.) 15-41.4 LOCAL (ART. & SECT.)

OTHER GROUNDS:

REASONS FOR APPEAL: On 12-18-86, the Postal service began using lease cars on routes with drive-out agreements. No written, advance notice was provided these carriers.

The Union contends this is a violation of the National Agreement.

CORRECTIVE ACTION REQUESTED: Carriers with Drive-out agreements be paid their basic rate until proper written notice has been given and 30 days thereafter

cc: NATIONAL BUSINESS AGENT, NALC
POSTMASTER

Ken Wardrun, NALC Designee
BRANCH PRESIDENT/DESIGNEE

Ken Wardrun
SIGNATURE

UNITED STATES POST OFFICE**Dallas, Texas 75260**

DATE: February 18, 1987

OUR REF: LR:CSchreitmuller:lm:9401

SUBJECT: Grievance No. D-792-87-N-310-C-211 Class Action - NALC
Violation of Article 41 Union No. ND-823/86

TO: Ken Wardrum
Steward, NALC
221 W. Centre
Dallas, Texas 75208-6617

This is in response to your Step 2 appeal form received in the Labor Relations office on January 15, 1987, concerning a grievance filed on behalf of the carriers at Joe Pool Station. You cite Article(s) 15 and 41 as being violated.

A Step 2 meeting was held with you on January 29, 1987.

FACTS:

On December 18, 1986, the Postal Service began using leased vehicles on routes at Joe Pool Station. Carriers with drive-out agreements were not given a notice to cancel the agreements.

UNION CONTENTIONS:

Announcements were made over the PA System that leased vehicles would be used, but no date was given. The carriers were told after the leased vehicles were received that their drive-out agreements are current and still in effect. Carrier Transportation Agreement Form 1311 states in line 12 of the agreement that it may be terminated by either party upon 30 days written notice. Section 171.5 of Handbook M-39 states individual carrier agreements must be terminated or given a 30 day written notice when Postal owned or leased vehicles are furnished.

MANAGEMENT CONTENTIONS:

Line 11 of Form 1311 states carrier technicians, utility carriers, and part-time carriers providing replacement for regular carriers agree to furnish their vehicles at the reimbursement rate in effect on the routes served. This indicates the Carrier Transportation Agreement provides for a reimbursement rate when the carrier's vehicle is needed. There is no clause or regulation which requires the use of the carrier's vehicle everyday on a route. Obviously, carriers do not furnish their vehicles when on annual or sick leave, or otherwise unavailable to serve the route.

REASON FOR DENIAL:

There has been no contract violation. The union's requested remedy is inappropriate.



CATHY SCHREITMUELLER
Postmaster's Step 2 Designee
Dallas, Texas 75260

cc: Manager, Area III
Manager, Joe Pool Station
Supervisor, T. Miles



National Association of Letter Carriers (AFL-CIO)

Pursuant to Article XV, Section 2, this form must be used to appeal a grievance to Step 2.

DATE	RESOLVED
DATE	RESOLVED
DATE	RESOLVED

M-00985

STANDARD GRIEVANCE FORM

DATE 1-12-87		BRANCH GRIEV NO ND-823/86	U.S.P.S. NO.
TO: U.S.P.S. STEP 2 DESIGNEE (NAME & TITLE) MR. Howard Buck, Div. Mgr.		INSTALLATION Dallas, TX 75200	PHONE—OFFICE 760-4400
FROM: BRANCH NO. 132	BUSINESS ADDRESS 221 W. Centre St. Dallas, TX 75208		
STEP 2 AUTHORIZED UNION REP. Ken Wardrum, Designee		PHONE—OFFICE 644-7516	PHONE—OTHER
STEP 1 MEETING: HELD ON (DATE/TIME) 12-30-86	BETWEEN: U.S.P.S. REPRESENTATIVE T. Miles	AND: GRIEVANT Union	STEWARD
GRIEVANT'S NAME (OR CLASS) Union			PHONE
HOME ADDRESS CITY STATE ZIP			
JOB CLASSIFICATION Letter Carriers	CRAFT SENIORITY DATE	USPS SENIORITY DATE	DUTY HOURS
STATION OR BRANCH Joe Pool, Sta.	SOCIAL SECURITY NO.		VETERAN <input type="checkbox"/> YES <input type="checkbox"/> NO
OFF DAYS <input checked="" type="checkbox"/> ROTATING	FIXED—CHECK AS APPLICABLE	SA <input type="checkbox"/> SU <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> TH <input type="checkbox"/> F <input type="checkbox"/>	LEVEL STEP REG
STEP 1: RENDERED ON (DATE/TIME) 1-2-87	BY (NAME & TITLE) T. Miles, Supv.		SUPERVISOR'S INITIALS (UPON REQUEST)

PURSUANT TO ARTICLE XV OF THE NATIONAL AGREEMENT, WE HEREBY APPEAL TO STEP 2. THE FOLLOWING GRIEVANCE VIOLATION: INCLUDING BUT NOT LIMITED TO NATIONAL (ART. & SECT.) 15-41.4 LOCAL (ART. & SECT.)
OTHER GROUNDS:

FACTS: WHAT HAPPENED On 12-18-86, the Postal service began using lease cars on routes with drive-out agreements. No written, advance notice was provided these carriers.

ADDITIONAL SHEET ATTACHED

UNION CONTENTIONS: REASONS FOR GRIEVANCE The Union contends this is a violation of the national agreement.

ADDITIONAL SHEET ATTACHED

CORRECTIVE ACTION REQUESTED: Carriers with Drive-out agreements be paid their ^{ALL} ~~their~~ basic rate until proper written notice has been given and 30 days thereafter. ^{MINUS US}

BRANCH PRESIDENT/DESIGNEE Ken Wardrum, Designee SIGNATURE Ken Wardrum