



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

Re: H94N-4H-C 98077431  
H94N-4H-C 98077433  
Class Action  
Memphis, TN 38101-9511

Dear Mr. Sombrotto:

On August 7, 1998, I met with your representative to discuss the above-captioned grievances currently at the fourth step of our contractual grievance procedure.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in these cases.


Accordingly, we agreed to remand these cases to the parties at Step 3 for further processing or to be scheduled for arbitration, as appropriate, with the following understanding:

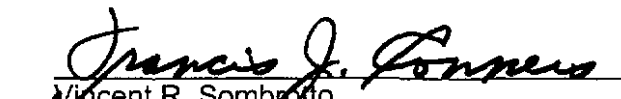
Pages 25.1 and 25.2 (Higher Level Bargaining Unit Work), of the NALC-USPS Joint Contract Administration Manual would be controlling in the instant case.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand these cases.

Time limits were extended by mutual consent.

Sincerely,

  
Richard A. Murmer  
Labor Relations Specialist  
Grievance and Arbitration

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

Date: 10/22/98

RECEIVED

AUG 20 1998





# National Association of Letter Carriers (AFL-CIO)

Certified # Z 150 621 342

M-01365

GRIEVANCE  
APPEAL TO **3**

DATE: 4-29-93

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

FROM: **BRANCH PRESIDENT**

LARRY B. JACKSON  
3930 JACKSON AVENUE  
MEMPHIS, TN. 38128-6671

BRANCH GR.#	GRIEVANT'S NAME	GRIEVANT'S S.S.#	JOB CLASSIFICATION	STATION
C-180-98-J	Class Action	N/A	CITY CARRIER	DeSoto

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 Grailen Johnson OF THE Memphis TN INSTALLATION, RENDERED ON 4-16-93 AND RECEIVED ON 4-17-93

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 BEN JOHNSON AT (ADDRESS) 325 Rural Hill Road - Suite 2 OR BY PHONE 1-615-366-1951 Nashville, TN. 37217-3800

VIOLATION: INCLUDING BUT NOT LIMITED TO NATIONAL (ART & SECT.) 3-5-8-15-19-41 LOCAL (ART. & SECT.) Art VIII  
OTHER GROUNDS: M-39, 115.3.4

REASONS FOR APPEAL: Adverse step 2 decision. Management has violated the contract by refusing to allow carriers who have exercised their bid rights on In-House bids to work the assignments on which they are the successful bidder.

CORRECTIVE ACTION REQUESTED: E. Dorn be paid at the overtime rate for all hours worked on 3-12-98 and/or \$200.00 for this blatant violation, or whatever the Arbitrator deems appropriate.

MAY 4 1993

cc: NATIONAL BUSINESS AGENT, NALC  
POSTMASTER

Thomas W. Bailey, VP

BRANCH PRESIDENT/DESIGNEE

SIGNATURE

RECEIVED APR 17 1998



DATE: April 16, 1998

OUR REF: SND08:CS:GLJohnson:glj:38101-9401

SUBJECT: **Step 2 Decision**  
**Management Grievance # LC-06-98-722-C**  
**Union's Grievance # C-180-98-J**  
**Grievant - Class Action**

TO: Tom Bailey  
Step 2 Designee-NALC Branch 27  
3930 Jackson Avenue  
Memphis TN 38128-6600

On 4/3/98, we met to discuss the subject grievance at Step 2 of the Grievance-Arbitration Procedure. Your grievance cites Article(s) 3, 5, 8, 15, 19 and 41 of the National Agreement as being violated.

Based on the material contained in the grievance file and the information developed during my investigation, the grievance is **DENIED**.

**Union's Contentions:**

Management has violated the contract by refusing to allow carriers who have exercised their bid rights on in-house bids, to work the assignments on which they are the successful bidder.

**Management's Position:**

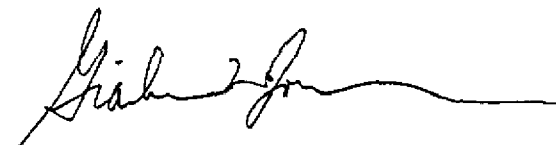
The Union has not shown any violation of the contract in this case. The documents contained in this case file does not support the Union's allegations. Management has not violated the contract and the Union has failed to show otherwise. The language in the LMU does not address PTF carriers on in-house bids as FTR carriers. The decision made by Management was for the best interest of the Postal Service in order to provide the most efficient service. According to Article 15 of the National Agreement on contract issues the burden of proof relies on the Union. This has not been done in this case, inasmuch as the remedy requested by the union is unreasonable. However, according to Article 3 of the National Agreement, management will continue to maintain the efficiency of the operations entrusted to them. No contract violation has occurred and the Union has failed to show otherwise. Therefore, the grievance is denied.

**Documents Exchanged at Step 2:**

1. Step 2 Appeal Form
2. Carrier Report (3-12-98)
3. In Office Vacant Carrier Assignment (Route Number T-6)
4. Unit Daily Record (3-12-98)
5. Clockring Detail Report (3-12-98)
6. Daily Volume Breakdown (3-12-98)
7. Daily Schedule (3-12-98)

LC-06-98-722-C; C-180-98-J

The time limit for processing at Step 2 was extended by mutual consent.

A handwritten signature in black ink, appearing to read "Grailen L. Johnson", with a long horizontal flourish extending to the right.

**Grailen L. Johnson**  
**USPS Step 2 Designee**

cc: Manager, CSO, Silvester Owens  
Manager, CS, Desoto  
Supervisor, CS, Joseph Bird  
Labor Relations  
File

# National Association of Letter Carriers (AFL-CIO)

Pursuant to Article 15, Section 2, this form must be used to appeal a grievance to Step 2.

Certified # Z 150 621 299

M-01365

WITHDRAWN	RESOLVED
DATE	
NALC INITIALS	USPS INITIALS

## STANDARD GRIEVANCE FORM

DATE 3-19-98		BRANCH GRIEV. NO. C-180-98-J		U.S.P.S. NO.											
TO U.S.P.S. STEP 2 DESIGNEE (NAME & TITLE) Charles Isabel, Labor Relations			INSTALLATION Memphis TN 38101		PHONE-OFFICE 521-2257										
FROM: BRANCH NO. 27	BUSINESS ADDRESS 3930 Jackson Avenue Memphis TN 38128-6671														
STEP 2 AUTHORIZED UNION REP. Larry B. Jackson, President			PHONE-OFFICE 371-9755	PHONE-OTHER 371-0532											
STEP 1 MEETING HELD ON (DATE/TIME) 3-14-98	BETWEEN U.S.P.S. REPRESENTATIVE Joe Bird, SCS		AND GRIEVANT	STEWARD R. Jones											
GRIEVANT'S NAME (OR CLASS) Class Action					PHONE										
HOME ADDRESS		CITY	STATE	ZIP											
JOB CLASSIFICATION City Carrier		CRAFT SENIORITY DATE	U.S.P.S. SENIORITY DATE	DUTY HOURS											
STATION OR BRANCH DeSoto	ZIP CODE 38106-26	SOCIAL SECURITY NO.		VETERAN <input type="checkbox"/> YES <input type="checkbox"/> NO											
OFF DAYS ROTATING	FIXED-CHECK AS APPLICABLE	SA	SU	M	T	W	TH	F	LEVEL	SREP	REG.	UNASSIGN REG.	RESERVE REG.	PTR	PTF
STEP 1: RENDERED ON (DATE/TIME) DECISION 3-14-98		BY (NAME & TITLE) Joe Bird, SCS			SUPERVISOR INITIALS (UPON REQUEST)										

PURSUANT TO ARTICLE 15 OF THE NATIONAL AGREEMENT, WE HEREBY APPEAL TO STEP 2, THE FOLLOWING GRIEVANCE

VIOLATION: INCLUDING BUT NOT LIMITED TO NATIONAL (ART. & SECT.) 3-5-8-15-19-41 LOCAL (ART. & SECT.) XII Par 8

OTHER GROUNDS: M-39, 115.3.4 U S Code 1001

### FACTS WHAT HAPPENED

Carriers who have exercised their right to bid on in-house assignments are being denied the right to work the assignments on which they bidded and received bid. On 3-12-98 E. Dorn should have been assigned to Dotsons T-6 (route 0641) due to successful bid. Instead he was instructed to case and carry route 0626.

ADDITIONAL SHEET ATTACHED

### UNION CONTENTIONS: REASONS FOR GRIEVANCE

Management has violated the contract by refusing to allow carriers who have exercised their bid rights on in-house bids, to work the assignments on which they are the successful bidder.

ADDITIONAL SHEET ATTACHED

### CORRECTIVE ACTION REQUESTED:

E. Dorn be paid at the overtime rate for all hours worked on 3-12-98 and/or \$200.00 for this blatant violation, as the Arbitrator deems appropriate.

BRANCH PRESIDENT/DESIGNEE Thomas W. Bailey, VP

SIGNATURE

*Thomas W. Bailey*

ORIGINAL TO POSTMASTER OR DESIGNEE	COPY TO NBA ONLY IF APPEALING STEP 3	BRANCH FILE	REGIONAL DIRECTOR
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