

**UNITED STATES POSTAL SERVICE
 NATIONAL ASSOCIATION OF LETTER CARRIERS
 NATIONAL RURAL LETTER CARRIERS' ASSOCIATION
 NATIONAL JOINT CITY/RURAL TASK FORCE**

GUIDELINE PRINCIPLES TO ADDRESS CITY/RURAL ISSUES

1. *Claims that rural delivery should be converted to city delivery because it has characteristics of city carrier work:*

Arbitrators Mittenthal and Zumas state, in pertinent part, in case #H7N-NA-C-42, on pages 50 through 53:

"Under the POM regulations, Management may 'consider' conversion from rural to city delivery when any of the matters set forth in Section 611.321 are present. Such 'consider[ation]' may well be prompted, for instance, by a rural route with 'highly industrialized areas' or a rural route with 'apartment house complexes.' Nowhere does the POM state what the outcome of that 'consider[ation]' should be. The plain implication is that Management is free to make whatever decision it wishes. It may choose to convert from rural to city delivery; it may choose not to. Nothing in the POM requires Management to convert. A careful reading of the POM clearly shows that Management is to have a large measure of discretion on this subject."

"More importantly, 611.322 anticipated the very problem that arose in this case. It states that 'the fact that a given area is fully developed and adjacent to city delivery does not, of itself, constitute sufficient justification for conversion.' Once a rural area is 'fully developed', it will ordinarily resemble suburbia. For the rural carriers in such an area, that will mean more shorter routes, more dismounts, and more deliveries to office and apartment buildings. This is exactly what has happened over the years in Oakton/Vienna. These conditions, however, do not demand conversion from rural to city delivery. Management may choose to effect a conversion if it wishes."

"The point is that the 'established practice' in Oakton/Vienna has been to assign the work on the disputed routes to rural carriers. And it is that 'practice' which should prevail in this case. The evolution of rural carrier work in this area has been so gradual over so many years that we cannot find, on the record before us, that the 'established practice' no longer has persuasive force."

Therefore, the parties agree that pursuant to the above national arbitration award, the fact that work done by rural carriers has gradually evolved into all the characteristics of city carrier work does not require management to transfer the work to city carriers. (The provisions of POM 611.321 cited in the award are now found in POM 654.21)

2. *Claims that established rural delivery was improperly converted to city delivery:*

As cited in the case #H7N-NA-C-42 (Mittenthal and Zumas), management may consider conversion from rural to city delivery when any of the matters set forth in POM Section 611.321 are present, and management has a large measure of discretion on this subject. These provisions are now found in POM Section 654.21 as follows:

"The fact that a given area is fully developed and/or adjacent to city delivery service does not, of itself, constitute sufficient justification for conversion."

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As a general rule, conversions from rural to city delivery shall be considered only for the following reasons:

- a. To provide relief for overburdened rural routes when all other alternatives are impractical.
- b. To establish clear-cut boundaries between rural and city delivery territory and eliminate overlapping and commingling of service.
- c. To provide adequate service to highly industrial areas or apartment house complexes on rural routes.
- d. To provide service to areas where city delivery service will be more cost effective.

Note: An area review is required when cost is the basis for conversion."

The POM Section 654.22 states:

"Areas considered for conversion from rural delivery service to city delivery service must:

- a. Meet all the requirements for extension of city delivery service (see 642).
- b. Be contiguous to existing city delivery service."

Section 654.23 provides other guidelines when considering conversion of rural delivery service.

Therefore, the parties agree that established rural delivery may be converted to city delivery pursuant to the appropriate provisions of the POM.

3. Claims that established city delivery was improperly converted to rural delivery:

In case #W4N-5H-C 40995/S1N-3P-C-41285, Arbitrator Nolan held that the Postal Service may not unilaterally shift a sizeable number of deliveries from city delivery service to rural delivery service. Further, he held that some minor adjustments are too small to rise to the level of a contract breach such as moving a few deliveries for some legitimate operational reason, without having a significant impact on the number of jobs or amount of income available to members of the losing craft. He stated, "Wherever the exact line between 'a few' and 'a sizeable number' of deliveries might fall, the 136 converted deliveries in Cary amount to more than 'a few'....The relevant number for the purpose of this classification is the total number of deliveries converted from one craft to another, not the net figure."

Additionally, Arbitrator Nolan referenced two exceptions; where work has changed to such an extent that the established practice can no longer be said to have persuasive force; or where conversion is made to satisfy the provisions of Article 7.2.A. The parties agree that Arbitrator Nolan's reference to conversions pursuant to either Article 7.2.A. or to a change in the nature of work is currently not applicable. Nevertheless, should collective bargaining agreements and/or duties of city or rural carriers change in the future, Arbitrator Nolan's award may be cited to support conversions consistent with his analysis.

Therefore, the parties agree that beyond the 'few' deliveries as described above, the Postal Service may not convert deliveries from city delivery service to rural delivery service absent

agreement with the NALC. This is applicable even where territory is annexed to a different municipality and the corresponding deliveries are transferred to the neighboring post office.

4. Other jurisdictional boundary claims including assignment of new deliveries:

The parties agree that the following factors should be considered and applied when relevant, to resolve jurisdictional/boundary disputes, including the assignment of new deliveries:

- a. Is there a boundary agreement that has been agreed to by all three parties?
- b. Are there co-mingling and/or squaring off issues?
- c. Does the situation involve in-growth?
- d. Are delivery assignments consistent with POM regulations?


However, the parties at this time are unable to reach complete agreement on other jurisdictional boundary claims including assignment of new deliveries.

Arbitrator Nolan stated in case #S1N-3P-C-41285, "The Postal Service has broad discretion when assigning new deliveries, but that discretion is not unlimited." The parties are not in agreement regarding application of this cite to the assignment of new deliveries.


In case #H7N-NA-C-42, Arbitrators Mittenthal and Zumas accepted Arbitrator Garrett's concept in case #N-C-4120 that held that the jurisdiction of a craft "can only be found in established practice in each given Post Office in assigning work to one or the other of the craft bargaining units". Arbitrators Mittenthal and Zumas further state that they "accept this concept because, given the maturity that characterizes the collective bargaining relationships of these parties, the customary way of doing things is the most realistic guide to jurisdiction". The parties are not in agreement regarding application of this cite to the assignment of new deliveries.

While the parties are not in agreement regarding application of these cites to the assignment of new deliveries, the parties do agree that this does not preclude resolution of new delivery disputes involving these two issues on a case by case basis.

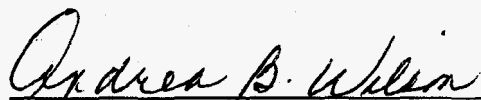
5. The task force will address any issues that may remain after review of the outstanding cases.



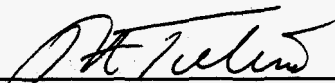
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