

**GUIDELINES (for Union use)**  
**Grievances re: institution of non-city delivery instead of city delivery**  
**(Highway Contract, Rural)**

**Issue Statement:** Did the Employer violate Contractual provisions, including but not limited to Articles 1, 2, 7, 15, 19, 32 and 41 of the Collective Bargaining Agreement; P.O.M. Section 611; and past practice by assigning new deliveries, within the boundaries of existing city delivery, to highway contract delivery?

**FACTS TO CONSIDER: (provide evidence as necessary)**

- What type of non-city delivery is being instituted?
- Is this subcontracting? (e.g., a highway contract route)
- If subcontracting: has management implemented it unilaterally, without bargaining? (ref. Article 5); Has management provided evidence of any consideration of public interest, costs, efficiency, availability of equipment, and qualification of employees when evaluating the need to subcontract? (ref. Article 32.A); If this has significant impact, was advance notice supplied? (ref. 32.B)
- When did this start?
- Are these new deliveries, or conversion from some other delivery method?
- If conversion, how long had the former delivery method been in place?
- How many deliveries are at issue? Will there be more in the same area? Is there significant impact on the carrier craft?
- What is the nature of the deliveries? (E.G., mounted, foot, dismount, NDCBUs, etc.)
- Where are the deliveries at issue located?
- What is the proximity of current city deliveries to the area at issue: Are the new deliveries within the boundaries of current deliveries? Are the new deliveries within the actual city (at issue) limits?
- How long have the proximate city deliveries existed?

**ARGUMENTS/CITATIONS:**

- Remember, the union has the burden of proving the Contract was violated.
- Article 1 establishes NALC jurisdiction over city carrier type work.
- Article 7.2 establishes work in different occupational groups will not be combined.
- The Postal Operations Manual (POM), § 64, regulates the establishment, extension, and conversion of city delivery service.
- The Domestic Mail Manual (DMM), §155, essentially echoes the POM. However § 156.3(11) (as cited by Arbitrator Lurie in C-14066) states in part: "...but no rural carrier service may be provided to persons residing within city delivery limits."
- In the Oakton/Vienna case (C-13791), management took the position it was not USPS policy to provide or extend rural delivery inside city delivery boundaries. Arbitrator Garrett was cited (C-00375) as opining existing work assignments must remain in the craft to which they are customarily assigned. From the Garrett decision, the arbitrators concluded work always performed by city carriers in a given area is presumptively within the NALC's jurisdiction

- If subcontracting, Article 32 details the general principles which must be applied. Also, Article 5 prohibits unilateral action and incorporates the NLRA requirements. These were enforced by Arbitrator Olson in case #C-16838.

**REMEDY:**

Assign the deliveries at issue to the city carrier craft; make the city carrier craft whole for lost work hours as appropriate; and/or other appropriate remedy.

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