

Jurisdictional disputes



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We usually talk about national-level arbitration hearings that NALC has presented that affect letter carriers, but sometimes national-level arbitration decisions from our sister unions involve our craft, too. I am going to use my space this month to report on two such recent decisions.

The first case, Q10C-4Q-C13106056, was a contract interpretation case presented by the American Postal Workers Union (APWU) in front of National APWU Panel Arbitrator Stephen Goldberg. We attended this two-day hearing as observers, so we did not participate (intervene) in this hearing.

APWU challenged the validity of the NALC/USPS Memorandum of Understanding (MOU) Re: Delivery and Collection of Competitive Prod-

ucts. The entire text of this MOU can be found on page 171 of our 2011-2016 National Agreement. The following language within the MOU gave rise to this dispute:

The collection and delivery of such products which are to be delivered in city delivery territory, whether during or outside of normal business days and hours, shall be assigned to the city letter carrier craft. The Postal Service will schedule available city letter carrier craft employees in order to comply with the previous sentence.

However, the parties recognize that occasionally circumstances may arise where there are no city letter carrier craft employees available. In such circumstances, the Postal Service may assign other employees to deliver such products, but only if such assignment is necessary to meet delivery commitments to our customers.

The parties disagreed on the issue in this case. Arbitrator Goldberg framed the issue as follows:

It is my view that, unless APWU has a valid jurisdictional claim to the delivery and collection of competitive products, the Postal Service does not violate the Agreement by unilaterally assigning that work to NALC. Hence, the core issue, as stated by the Postal Service, is whether the Union has a valid jurisdictional claim to the disputed work?

APWU argued that it had a contractual right to some of the work being created by the expansion of goods and services being offered by the Postal Service. It also argued that much of this work is performed outside of normal working hours and resembles “special delivery messenger” work more than city letter carrier work. The Postal Service argued that APWU had no contractual right to this work. In the end, Arbitrator Goldberg ruled as follows:

The MOU Re Delivery and Collection of Competitive Prod-

ucts, entered into between the Postal Service and the National Association of Letter Carriers, does not infringe upon any jurisdictional rights of the American Postal Workers Union to the delivery and collection of competitive products. Accordingly, the Postal Service did not violate its Agreement with APWU by entering into the MOU.

Arbitrator Goldberg wrote a footnote in his award that stated, in relevant part:

The Postal Service appears to deny that it has assigned either exclusive or primary jurisdiction of the delivery and collection of competitive products to the city letter carrier craft. It states (Brief, p. 28): “The MOU simply creates an obligation to assign a certain segment of new delivery work to city carriers.” I find it reasonably clear, however, that the Postal Service has determined that primary jurisdiction over the disputed work lies with the city letter carrier craft.

The second case is Qo6R-4Q-C1-307613, which was a contract interpretation case presented by the National Rural Letter Carriers’ Association (NRLCA) before National NRLCA Panel Arbitrator Shyam Das. The issue in this case was again jurisdictional. It involved the NALC/USPS Memorandum of Understanding (MOU) Re: Assignment of City Delivery (Mo1694) that was signed on Oct. 22, 2008. The case was about some new territory the Postal Service assigned to our craft in accordance with our MOU that the rural carriers believed should have been assigned to them. We attended this hearing as observers, so we did not participate in this hearing, either.

Arbitrator Das summed up the issues involved in this case as follows:

The Postal Service agreed at arbitration that the following statement of the issue proposed by the NRLCA (Union) is a fair characterization of the issues raised by the Union in this Step 4 grievance filed on September 16, 2010:

Whether the Postal Service violated the USPS-NRLCA National Agreement—including Postal Service handbooks and manuals and the USPS/NRLCA/NALC Tripartite MOU and Guidelines—by converting or assigning deliveries pursuant to the 2008 USPS-NALC “Assignment of City Delivery” MOU.

The Postal Service insists, however, that as a national arbitrator under the NRLCA/Postal Service collective bargaining agreement I lack jurisdiction to decide the merits of this grievance.

In the end, Arbitrator Das ruled as follows:

For the foregoing reasons, I conclude that I lack authority as a national arbitrator under the USPS-NRLCA National Agreement to issue a decision resolving the issues submitted in this Step 4 NRLCA grievance and to order the remedies requested by the NRLCA. Accordingly, this grievance is dismissed.

Thus, a barrier that has prevented us from moving forward has been removed. We will go on from here and continue to pursue resolution to our differences with the rural carriers and the Postal Service.