

LABOR RELATIONS



Mr. Cliff J. Guffey
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

Re: H90C-1H-C 95021677
CLASS ACTION
ST. PETERSBURG FL 33730-9998

H90C-1H-C 95021655
CLASS ACTION
ST. PETERSBURG FL 33730-9998

H90C-4H-C 95027134
CLASS ACTION
LARGO FL 34640-9998

Dear Mr. Guffey:

On July 18, 1995, we met to discuss the above-captioned grievances at the fourth step of our contractual grievance procedure.

The issue in these grievances involve the spreading of mail to the letter carrier cases.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in these cases. Without prejudice to either party's position on which is the primary craft for spreading mail to letter carrier cases, the parties agree that in those offices in which the clerk craft was spreading mail to letter carrier cases on April 29, 1992, without challenge by the mail handlers, and the work was subsequently taken away from the clerk craft and assigned to letter carriers, the assignment is properly controlled by the Dispute Resolution Procedures MOU, dated 4-16-92.

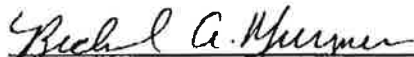
Finally, the parties agree that no liability will accrue if, within a reasonable period of time, the work is reassigned to the clerk craft. However, the Union does not waive any liability for the time a carrier spent in sortation to trays and/or to "hot" cases.


Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, or to be rescheduled for arbitration, as appropriate.

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

Time limits at Step 4 were extended by mutual consent.

Sincerely,


Richard A. Murmer
Grievance and Arbitration
Labor Relations


Cliff W. Goffey
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO

Date: 8-28-95

C.C. 7122

RECEIVED
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RECEIVED
OFFICE OF THE
PRESIDENT



UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

November 15, 1988

Mr. Moe Biller
President
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

Dear Moe:

Recently, we have been receiving numerous inquiries from the field regarding the issue of spreading mail to carriers. We have reviewed the appropriate operational documents and relative arbitration awards that have been issued on this matter and the following represents our position:

1. The basic function of transporting mail belongs to the mail handler craft and should be assigned to mail handlers when available and in accordance with Regional Instruction 399.
2. In the absence of mail handlers, no other union has a proprietary right to this work.

If you have any questions regarding the foregoing, please contact Anthony Vegliante (268-3811) at your convenience.

Sincerely,

Joseph J. Mahon, Jr.
Joseph J. Mahon, Jr.
Assistant Postmaster General

UNITED STATES POSTAL SERVICE

Washington, DC 2026

DATE: November 1, 1988

OUR REF: LR420:MJGuzzo:db:20260-4127

SUBJECT: Spreading of Mail to Carriers

TO: Regional Managers
Labor Relations

Recently there has been some confusion regarding the issue of spreading of mail to carriers. We have reviewed the appropriate operational documents and relative arbitration awards that have been issued on this matter and the following represents our position:

1. The basic function of transporting mail belongs to the mail handler craft and should be assigned to mail handlers when available and in accordance with Regional Instruction 399.
2. In the absence of mail handlers, no other union has a proprietary right to this work.

If you have any questions regarding the foregoing, please contact Michael J. Guzzo, Jr. at PEN 268-3843.



William J. Downes, Director
Office of Contract Administration
Labor Relations Department

Note: This document is in no manner designed to abate the provisions of Section 116.6 of the M-39 Handbook, entitled "Carrier Withdrawal of Letters and Flats", which addresses the fact that carriers may be authorized to make up to two withdrawals from the distribution cases prior to leaving the office, plus a final clean up sweep as they leave the office.