

American Postal Workers Union, AFL-CIO

GRIEVANCE STATUS LETTER (CENTRAL REGION)

GRIEVANT-PERSON OR UNION FROM LINE 8(LASTNAMEFIRST)
CLASS ACTION

APWU-USPS NAT. GRIEVANCE

WORK LOCATION CITY AND ZIP CODE FROM LINE 10

DES MOINES, IA.

USPS REGIONAL GRIEVANCE

190T-11-C95028535

CONTRACT ISSUE

ARTICLE 38 -- CONTRAC

CRAFT

CLERK

APWU REGIONAL GRIEVANCE

12089

DATE

April 22, 1999

APWU LOCAL GRIEVANCE

77-91-7702

TO: DIRECTOR, INDUSTRIAL RELATIONS
AMERICAN POSTAL WORKERS UNION, AFL-CIO
1300 L STREET, N.W.
WASHINGTON, D.C. 20005

D/A: 4/5/99 REG
DENIED
ADVOCATE:
Jon Arnold

WITHDRAW FROM STEP 4 OR ARBITRATION

SETTLEMENT

ARBITRATION AWARD

NATL. CERTIFICATION

LOCAL CERTIFICATION

PYMT. # 505949

Arbitrator's Statement -- Lamont Stallworth

\$591.34 -- D/H: April 3, 1998

ATTACHED IS DOCUMENTATION IN SUPPORT OF ACTION INDICATED

The Arbitrator stated, "The Postal Service did not violate the National Agreement when it subcontracted snow removal from 1990 to date for the Des Moines, Iowa Main Post Office, sub-stations and branches. The instant grievance is therefore denied."

cc: NBA, Donald Foley Maintenance, APWU
President, Des Moines Area Local# (0044), APWU ✓

LFP:Inf

LEO F. PERSAILS, COORDINATOR
CENTRAL REGION
AMERICAN POSTAL WORKERS UNION,
AFL-CIO

REGULAR ARBITRATION

In the Matter of Arbitration)

Between)

UNITED STATES POSTAL SERVICE)

and)

AMERICAN POSTAL WORKERS UNION)

GRIEVANCE: Class Action

CASE NO. I90T-11-C 95028535

POST OFFICE: Des Moines, IA

BEFORE: Lamont E. Stallworth

ARBITRATOR

APPEARANCES:

For the U.S. Postal Service:

Paul Lyons
Labor Relations Specialist
Midwest Area Operations

For the Union:

Jon Arnold
APWU Advocate

Place of Hearing:

Des Moines, IA

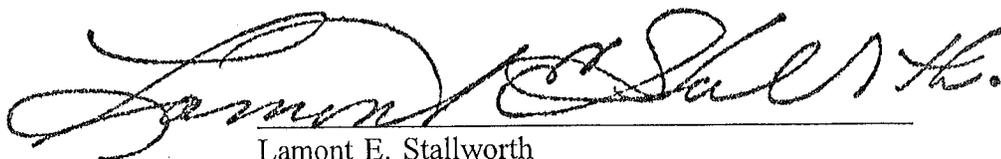
Date of Hearing:

April 3, 1998

AWARD:

The Postal Service did not violate the National Agreement when it subcontracted snow removal from 1990 to date for the Des Moines, Iowa Main Post Office, sub-stations and branches. The instant grievance is therefore denied.

Date of Award: April 5, 1999



Lamont E. Stallworth
Arbitrator

THE ISSUE(S):

The Parties submitted the following issue(s) to the Arbitrator:

1. Did Management violate the National Agreement when snow removal for the main Post Office, sub-stations and branches was subcontracted, from 1990 to date, by the Postal Service?

2. If so, what shall the remedy be?

The Parties stipulated to the following facts in the instant grievance:

1. Maintenance custodians have in the past and still do drive a pickup with a snow plow and sander.

2. The Postal Service owns a John Deere tractor with front end loader which has been used for snow removal.

RELEVANT CONTRACT PROVISIONS:

ARTICLE 7
EMPLOYEE CLASSIFICATIONS

Section 1. Definition and Use

B. Supplemental Work Force.

1. The supplemental work force shall be comprised of casual employees. Casual employees are those who may be utilized as a limited term supplemental work force, but may not be employed in lieu of full or part-time employees.

6. All decisions of an arbitrator will be final and binding. All decisions of arbitrators shall be limited to the terms and provisions of this Agreement, and in no event may the

terms and provisions of this Agreement be altered, amended, or modified by an arbitrator. Unless otherwise provided in this Article, all costs, fees, and expenses charged by an arbitrator will be shared equally by the parties.

ARTICLE 19 HANDBOOKS AND MANUALS

Those parts of all handbooks, manuals and published regulations of the Postal Service, that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall contain nothing that conflicts with this Agreement, and shall be continued in effect except that the Employer shall have the right to make changes that are not inconsistent with this Agreement and that are fair, reasonable, and equitable. This includes, but is not limited to, the Postal Service Manual and the F-21, Timekeeper's Instructions.

Notice of such proposed changes that directly relate to wages, hours, or working conditions will be furnished to the Union at the national level at least sixty (60) days prior to issuance. At the request of the Union, the parties shall meet concerning such changes. If the Union, after the meeting, believe the proposed changes violate the National Agreement (including this Article), it may then submit the issue to arbitration in accordance with the arbitration procedure within sixty (60) days after receipt of the notice of proposed change. Copies of those parts of all new handbooks, manuals and regulations that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall be furnished the Union upon issuance.

Article 19 shall apply in that those parts of all handbooks, manuals and published regulations of the Postal Service, which directly relate to wages, hours or working conditions shall apply to transitional employees only to the extent consistent with other rights and characteristics of transitional employees negotiated in this Agreement and otherwise as they apply to the supplemental work force. The Employer shall have the right to make changes to handbooks, manuals and published regulations as they relate to transitional employees pursuant to the same standards and procedures found in Article 19 of this Agreement.

ARTICLE 32
SUBCONTRACTING

Section 1. General Principles

A. The Employer will give due consideration to public interest, cost, efficiency, availability of equipment, and qualification of employees when evaluating the need to subcontract.

[see Memos pages 346-349]

ARTICLE 38
MAINTENANCE CRAFT

ARTICLE 38.7.A

Section 7. Special Provisions

A. Tools

The Employer will provide adequate tools, tool kits, and equipment on a charge-out basis to those employees who require such items for the performance of their assigned function. Where the Employer determines the tools are obsolete, such tools will be recalled and removed from the employee's accountability. Under no circumstances will the employee be required to use personal tools and equipment. Where necessary, the Employer will provide training on the use of required tools and equipment.

Administrative Support Manual

October 1982

535 Maintenance Service Contracts

535.1 General

.11 Use

.111 *Postal Equipment.* Maintenance of postal equipment should be performed by USPS personnel, whenever possible. *Exceptions:*

- a. Where capable personnel are not available, or
- b. When a piece of equipment is a prototype or experimental model or unusually complex, so that a commercial firm is the only practical source of required maintenance expertise.

.23 Window Cleaning and Snow and Ice Removal

Contract service may be authorized only when the work cannot be done expediently the existing maintenance workforce. Lobby windows are washed weekly. Other exterior windows are washed as scheduled.

.26 Cleaning Services

.261 *Authorization.*

a. Cleaning services contracts may be authorized for cleaning officers, branches, or stations, (1) if the average daily workload does not exceed 4 hours and (2) provided the work is not presently being performed by field service maintenance employees.

b. Cleaning services contracts are not authorized for (1) offices with less than 190 revenue units, or (2) buildings at which classified custodial maintenance employees are assigned.

(Joint Exhibit No. 4A)

Administrative Support Manual

August 1990

535.23 Window Cleaning and Snow and Ice Removal.
 Contract service may be authorized only when the work
 cannot be done expediently by the existing maintenance
 workforce...

(Joint Exhibit No. 4B)

Administrative Support Manual

August 1993

535.23 Window Cleaning, Lawn and/or Grounds
 Maintenance and Snow and Ice Removal

Contract service may be authorized when it is
 economically advantageous.

(Joint Exhibit No. 4C).

Administrative Support Manual

March 1996

535.23 Window Cleaning, Lawn and/or Grounds
 Maintenance and Snow and Ice Removal

Contract service may be authorized when it is
 economically advantageous.

(Joint Exhibit No. 4D).

BACKGROUND:

This is a contract interpretation dispute involving the Postal
 Service's subcontracting of snow removal rather than giving the

work to the maintenance employees of the Des Moines, Iowa area Post Offices. The Union filed the instant grievance in 1991 protesting the subcontracting of snow removal by the Postal Service. (Joint Exhibit No. 2). The Parties agreed for a time to hold the instant grievance in abeyance. However, the instant grievance was re-activated in 1995 and progressed through the grievance procedure. (Joint Exhibit No. 2).

The facts of the instant grievance are largely uncontested. The instant grievance was filed by Maintenance Craft Director Tom Biddle and stated as follows:

The union contends that subcontracting snow removal for the DM-MPO and sub-stations is the work of custodians. Custodians in the past have done the work of clearing snow from all drives and sidewalks. All tools and equipment as per contract are not being provided to perform the work.

(Joint Exhibit No. 2). As a requested remedy, the Union asked that custodians be given all work removing snow from all sidewalks, drives and parking areas, that the custodians be paid all hours that the contractor works doing snow removal and made whole hour for hour, and that custodians be provided with all necessary equipment.

On January 20, 1995, the Postal Service denied the instant grievance at Step 2 on the grounds that the snow removal

subcontracting in question was necessary due to the "availability of qualified personnel and adequate equipment." (Joint Exhibit No. 2). The Service noted at Step 2 that the agreement based on a prior arbitration award on lawn care did not make reference to snow removal. The Service also stated in its Step 2 denial that snow removal has been subcontracted for the past twenty (20) years as the Postal Service custodians do not have the skills required to operate the equipment. (Joint Exhibit No. 2).

The instant grievance proceeded through the contractual grievance procedure; however, the Parties were unable to resolve the instant dispute. Accordingly, the Parties submitted the above-referenced grievance to arbitration. It is within this factual context that the instant dispute arises.

THE POSITION OF THE UNION

It is the position of the Union that the Postal Service did not have the contractual right to subcontract custodial work by contracting out the work of snow removal. The Union also asserts that it necessarily follows that as this is a case of subcontracting, it is also a case based on custodial staffing.

With regard to staffing levels, the Union argues that Management failed to follow the National Agreement through Article 19 by failing to staff at the pre-determined level as required by

MS 47, Section 116. The Union contends that the failure of the Postal Service to maintain staffing levels undermined the custodial area. The Union claims that the Postal Service then defended its subcontracting decision and action by asserting that the Service needed to subcontract the snow removal due to the "availability of qualified personnel and adequate equipment."

The Union also states that the Postal Service failed to provide proper equipment. Specifically, the Union argues that the Postal Service violated Article 38.7.A by failing to provide the necessary equipment and tools for the custodians to perform the work that they had been assigned through the Custodial Staffing Package.

The Union further contends that the Administrative Support Manual (ASM) language in Section 535 is more specific than the language of Article 32 and controls the instant subcontracting dispute. The Union asserts that Section 535 clearly stated at the relevant time that:

Window Cleaning and Snow and Ice Removal. Contract service may be authorized only when the work cannot be done expediently by the existing maintenance workforce...

The Union argues that Management failed to staff at the appropriate level which prevented the "existing workforce" from being able to perform expediently the snow and ice removal.

The Union submits that decision of the Postal Service to subcontract custodial cleaning was a unilateral change by eliminating a frequency of performance which in effect reduces the number of bargaining unit hours for the present maintenance staff and/or future maintenance employees. The Union asserts that this is expressly forbidden under Chapter Four of MS 47 as well as the National level settlement of case H7T-3A-C-8445. The Union therefore contends that snow removal should be performed by career maintenance employees in offices with more than 24 hours of weekly cleaning.

The Union also asserts that the job description for the custodial position in question clearly states that custodians will "clean sidewalks and driveways and remove ashes, snow and ice." (Joint Exhibit No. 5). The Union notes that the job description for the Custodial Laborer position (Occupational Code 3502-03) provides that a Postal Service custodian "performs manual labor in connection with maintenance and cleaning of the buildings and grounds of a postal facility..." Id.

In support of its position that snow removal should be performed by career maintenance employees, the Union relies on the following arbitral awards. See United States Postal Service and American Postal Workers Union, (Buffalo, NY) (Arb. George R. Shea, Jr., April 10, 1992) Case Nos. N7T-1R-C 34813 and 34815; United

States Postal Service and American Postal Workers Union,
(Champaign, Illinois) (Arb. Linda DiLeone Klein, April 12, 1993)
Case No. C7T-4L-C 26029 and United States Postal Service and
American Postal Workers Union, (Decatur, Illinois) (Arb. John C.
Fletcher, May 14, 1993) Case No. C7T-4L-C 27956.

Based on the foregoing, the Union requests that the instant grievance be sustained and that the Arbitrator order that the custodians be given all work removing and clearing snow from all drives and parking areas and be made whole for hour for hour for all work performed by the contractor which the custodians were qualified to do and that the Postal Service be directed to provide the necessary equipment to perform the work assigned to the custodians as of the Staffing Package approved January 11, 1991.

THE POSITION OF THE SERVICE:

It is the position of the Postal Service that the controlling language in Section 535.112 of the Administrative Support Manual governs the instant grievance. Section 535.112 states that:

Contract service is encouraged for Postal
Service-operated facility and plant equipment
maintenance, when economically advantageous.

In addition, the Postal Service notes that Section 535.23 of the ASM currently states:

535.23 Window Cleaning, Lawn and/or Grounds

Maintenance and Snow and Ice Removal

Contract service may be authorized when it is economically advantageous.

(Joint Exhibit No. 4).

With respect to the position of the Union regarding the previous Section 535.23, which was in place at the time the instant grievance was filed, the Service notes that such language provided:

Window Cleaning and Snow and Ice Removal.

Contract service may be authorized only when the work cannot be done expediently by the existing maintenance workforce...

The Postal Service argues that the definition of "expedient" is a lower hurdle to get over than the hurdle of "economically advantageous" found in Section 535.112 above. (Joint Exhibit No. 17). The Service asserts that it has passed that lower hurdle in the instant grievance.

The Postal Service contends that it is undisputed that there is a past practice dating back twenty (20) years wherein the Postal Service has subcontracted the removal of snow. The Service notes that Management made a decision back then to contract out snow removal and has been doing it ever since. The Service notes that the Union only filed claim related to the snow removal work after the 1991 staffing levels were agreed to.

With regard to staffing levels, the Postal Service asserts

that inadequate staffing should be the subject of another grievance. The Postal Service argues that the issue of staffing levels was not part of the instant grievance. The Postal Service argues that if there is a staffing issue the Union should not be allowed to "piggyback" that onto the instant grievance regarding subcontracting the removal of snow.

The Postal Service notes that the subcontracting of snow removal some twenty-three (23) years ago was not due to a shortage of staff to remove the snow. The Postal Service states that a new staffing analysis was done in 1994 and that a staffing agreement was reached. The Postal Service submits that the instant grievance was on hold in 1992 and 1993, and was eventually resurrected in 1995 after the staffing agreement was reached. The Service argues that the under staffing issue which started in 1991 has no effect on the decision to subcontract snow removal some twenty-three (23) years ago.

The Postal Service contends that the Union has provided no evidence that the maintenance craft was capable of doing the snow removal work either more expeditiously or more economically than the subcontractor used by the Postal Service. The Service notes that the Postal Service does not have adequate equipment to remove snow nor is it required to purchase snow removal equipment. The Service also notes that the cost of paying a subcontractor to

perform this work is far less than what the cost of snow removal equipment would be or what one year of salary at \$30,000.00 would be to hire another custodial employee to perform the extra work.

The Postal Service also contends that its contract for snow removal with the subcontractor is for snow removal when the snow level is 2 inches or more. The Postal Service argues that it was in compliance with the previous language in Section 535.23 of the ASM as stated:

Window Cleaning and Snow and Ice Removal. Contract service may be authorized only when the work cannot be done expediently by the existing maintenance workforce...

The Postal Service maintains that it is far more expedient and more efficient to subcontract the snow removal work than it is to assign such work to the custodial staff.

The Postal Service argues Management is given a broad right to subcontract in Section 535.23:

535.23 Window Cleaning, Lawn and/or Grounds Maintenance and Snow and Ice Removal

Contract service may be authorized when it is economically advantageous.

The Postal Service asserts that in the instant grievance snow removal subcontracting is definitely more economically advantageous. In addition, the Postal Service notes that snow removal is not cleaning. While it is a function that may be

performed by custodians, the Postal Service states that snow removal is not work belonging exclusively to the maintenance craft.

The Service asserts that cleaning and snow removal are separate under the collective bargaining agreement and the ASM.

With regard to the "Lawn Care Settlement," the Service contends that the settlement did not deal with snow removal or paved areas. (Joint Exhibit No. 18). In addition, the Postal Service notes that the Service was not required to purchase lawn mowers in that settlement agreement. Id. The Service maintains that it is up to the Postal Service to decide what tools are needed for purchase and not the Union. Based on the totality of circumstances and the record evidence, the Service argues that it has the right to subcontract snow removal.

In support of Postal Service's position that the Service retains the right to subcontract snow removal, the Postal Service relies on the following arbitral awards. See United States Postal Service and American Postal Workers Union, (Washington, D.C.) (Arb. Howard G. Gamser, November 24, 1977) Case No. AB-NAT-6291; United States Postal Service and American Postal Workers Union, (Spokane, WA) (Arb. Richard Mittenthal, April 2, 1981) Case No. A8-NA-0481; United States Postal Service and American Postal Workers Union, (Arb. Richard I. Bloch, Esq., October 20, 1987) Case No. H4C-NA-C-39; United States Postal Service and American Postal Workers Union,

(Springfield, MO) (Arb. Fred Witney, December 21, 1987) Case No. C4T-4P-C 32582; United States Postal Service and American Postal Workers Union, (Dearborn, MI) (Arb. Thomas J. Erbs, July 17, 1991) Case No. C7T-4B-C22381; United States Postal Service and American Postal Workers Union, (Phoenix, AZ) (Arb. John H. Abernathy, November 20, 1992) Case No. W7T-5F-C 32108; United States Postal Service and American Postal Workers Union, (Spokane, WA) (Arb. John H. Abernathy, December 23, 1993) Case No. WOT-5R-C 1675 and United States Postal Service and American Postal Workers Union, (Indianapolis, IN) (Arb. Edwin H. Benn, June 24, 1993) Case No. C7T-4G-C 33339.

In light of the foregoing, the Service requests that the instant grievance be denied in its entirety as being without merit.

OPINION:

This is a contract interpretation dispute regarding the subcontracting of snow removal at the Des Moines area Post Offices, sub-stations and branches. The Parties submitted the following issue(s) to the Arbitrator for resolution:

1. Did Management violate the National Agreement when snow removal for the main Post Office, sub-stations and branches was subcontracted, from 1990 to date, by the Postal Service?
2. If so, what shall the remedy be?

The Parties stipulated to the following facts in the instant

grievance:

1. Maintenance custodians have in the past and still do drive a pickup with a snow plow and sander.
2. The Postal Service owns a John Deere tractor with front end loader which has been used for snow removal.

The Arbitrator has considered the testimony, other evidence and arguments put forth by the Parties. The Arbitrator concludes that the Postal Service did not violate the National Agreement when it subcontracted snow removal for the Des Moines Main Post Office, sub-stations and branches from 1990 to date. The Arbitrator's findings, conclusions and reasoning are set forth below.

The Collective Bargaining Agreement in Article 15, Section 5.6 specifically limits an arbitrator's authority as follows:

All decisions of an arbitrator will be final and binding. All decisions of arbitrators shall be limited to the terms and provisions of this Agreement and, in no event may the terms and provisions be altered, amended, or modified by an arbitrator.....

The Agreement clearly provides that the arbitrator's limited authority lies in the express language of Article 15.

Under Article 32 of the Collective Bargaining Agreement, the Postal Service is permitted to subcontract certain services as a necessary part of doing business after "due consideration" is given. Article 32, Section 1.A states:

A. The Employer will give due consideration to public interest, cost, efficiency, availability of equipment, and qualification of employees when evaluating the need to subcontract.

(Joint Exhibit No. 1). The Undersigned Arbitrator concludes based on the facts presented that the Postal Service gave due consideration to the factors listed above when it made the decision and implemented the decision to subcontract the disputed snow removal work.

It is undisputed in the instant grievance that the Postal Service has subcontracted snow removal for approximately twenty-three (23) years. According to the Service, it is more expedient and economical to use an outside contractor rather than the custodial workforce as the subcontractor has the heavy equipment, the manpower and the time to remove snow expeditiously.

It is the Arbitrator's opinion that the credible testimony of David Mallett, Manager of Maintenance Operations, demonstrates that it would not be economically prudent for the Postal Service to buy heavy snow removal equipment. Mr. Mallett's testimony indicated that heavy snow removal equipment such as endloaders and road graders are required to remove snow and that the total sum for such equipment could exceed \$150,000.00. Mr. Mallett stated that it was not economically prudent for the Postal Service to purchase such equipment for use only approximately eight (8) times a year.

In addition, Mr. Mallett indicated that the custodians do not know how to operate such heavy equipment, and that he can "count on not all employees" showing up for work after a heavy snowfall.

He indicated, however, that the subcontractor is reliable and shows up to remove snow when needed. Mr. Mallett also indicated the critical need to have prompt snow removal in order for mail trucks to exit and enter the postal facilities, and for parking for customers and employees.

Based on Article 32 alone, the Undersigned Arbitrator concludes that the Postal Service gave due consideration in deciding to contract snow removal. See, United States Postal Service and American Postal Workers Union, (Indianapolis, IN) (Arb. Edwin H. Benn, June 24, 1993) Case No. C7T-4G-C 33339. It is the Arbitrator's further opinion that the Administrative Support Manual is applicable to the instant grievance and supports the same conclusion.

Section 535.112 of the ASM provides:

Contract service is encouraged for Postal Service-operated facility and plant equipment maintenance, when economically advantageous.

Section 535.23 of the ASM currently states:

535.23 Window Cleaning, Lawn and/or Grounds Maintenance and Snow and Ice Removal

Contract service may be authorized when it is economically advantageous.

(Joint Exhibit No. 4). In addition, with respect to the Union's reliance on Section 535.23 at the time the instant grievance was filed, the Arbitrator notes that such language provided:

Window Cleaning and Snow and Ice Removal.
Contract service may be authorized only when the work cannot be done expediently by the existing maintenance workforce...

It is the opinion of the Arbitrator that under any and all readings of the ASM provisions provided above, the Postal Service has established that it was not "expedient" to assign heavy snow removal (two inches or more) to the custodians.

The Undersigned Arbitrator notes that the Postal Service has established that it does not have adequate heavy equipment to remove snow nor is it required to purchase snow removal equipment.

The Service notes that the cost of paying a subcontractor to perform this work is far less than what the cost of snow removal equipment would be or what one year of salary at \$30,000.00 for another custodial employee would cost. Accordingly, based on the record evidence presented, the Undersigned Arbitrator must conclude that the Service retains the right to remove snow by using a subcontractor as it has done for the last twenty-three (23) years as it is both expedient and economically advantageous.

The Union asserts that Management violated the National Agreement through Article 19 by failing to staff at the pre-

determined level as required by MS 47, Section 116, and that the failure of the Postal Service to maintain staffing levels undermined the custodial area. The Union argues that the Postal Service then defended its subcontracting action by asserting that the Service needed to subcontract the snow removal due to the "availability of qualified personnel and adequate equipment."

The Postal Service asserts that with regard to staffing levels, that the issue of inadequate staffing should be the subject of another grievance, and not "piggybacked" onto the instant grievance, as that issue was not brought up at the lower levels of the grievance procedure. The Undersigned Arbitrator is in agreement with the Postal Service on this point. It is well-established that evidence or argument not part of the instant grievance at the lower steps of the grievance procedure is not acceptable for introduction at the arbitration stage. See also, United States Postal Service and American Postal Workers Union, (Indianapolis, IN) (Arb. Edwin H. Benn, June 24, 1993) Case No. C7T-4G-C 33339. Accordingly, the Arbitrator is not authorized to consider the issue of inadequate staffing levels in the instant grievance at this particular juncture.

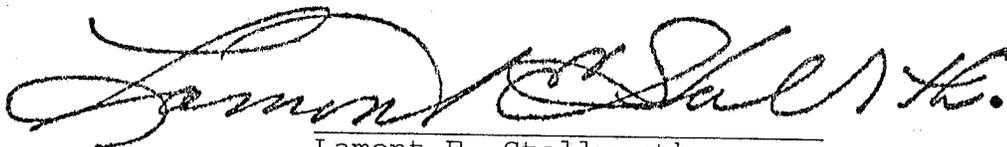
The Union also asserts that the "Lawn Care Settlement Agreement" applies to the instant grievance. (Joint Exhibit No. 18). The Postal Service counters that the "Lawn Care Settlement

Agreement" did not deal with snow removal or paved areas, nor was the Postal Service required to purchase lawn mowers under that agreement. (Joint Exhibit No. 18). Again, the Undersigned Arbitrator must agree with the Postal Service. There is nothing in the National Agreement or ASM that requires the Service to purchase expensive heavy equipment and then train custodial employees on how to use such equipment in order to give more work hours to custodial employees. It is the Arbitrator's opinion that, as it has been for the last twenty years for existing Postal Service facilities, heavy snow removal may properly be a matter for outside subcontracting based upon economic and efficiency considerations.

Compare, United States Postal Service and American Postal Workers Union, (Champaign, Illinois) (Arb. Linda DiLeone Klein, April 12, 1993) Case No. C7T-4L-C 26029 (wherein subcontracting was being performed in newly constructed postal facilities). Under the specific facts and circumstances presented by the instant grievance, the Undersigned Arbitrator must deny the instant grievance.

AWARD

The Postal Service did not violate the National Agreement when it subcontracted snow removal from 1990 to date for the Des Moines, Iowa Main Post Office, sub-stations and branches. The instant grievance is therefore denied.



Lamont E. Stallworth
Arbitrator

Signed this 5th day of April, 1999

City of Chicago
County of Cook
State of Illinois