UNITED STATES COURT OF APPEALS
for the Fifth Circuit

No. 93-2676
Summary Calendar

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 6222,

Plaintiff-Appellant,

VERSUS

AMERICAN TELEPHONE AND TELEGRAPH COMPANY,

Defendant-Appellee.

Appeal from the United States District Court
for the Southern District of Texas
(CA H 91 3026)

(February 28, 1994)

Before DAVIS, JONES, and DUHÉ, Circuit Judges.

PER CURIAM:[1]

In May 1989, American Telephone and Telegraph Co. ("AT&T") and Communications Workers of America ("CWA") entered into a collective bargaining agreement. The agreement prohibited AT&T from contracting out traditional telephone work if it would cause layoffs or part-timing of regular employees. The agreement further provided that disputes regarding this "contracting of work" provision would be subject to internal grievance procedures.

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[1]Local Rule 47.5 provides: "The publication of opinions that have no precedential value and merely decide particular cases on the basis of well-settled principles of law imposes needless expense on the public and burdens on the legal profession." Pursuant to that Rule, the Court has determined that this opinion should not be published.

Communications Workers of America, Local 6222 ("the Union"), brought this action against AT&T under § 301 of the Labor Management Relations Act of 1947 ("LMRA"), 29 U.S.C. § 185, alleging that AT&T breached the "contracting of work" provision. The district court granted summary judgment for AT&T because AT&T and CWA agreed that the grievance procedure contained in the collective bargaining agreement would provide the exclusive and final forum for resolving "contracting of work" disputes. The Union appeals.

DISCUSSION

The Union concedes that when a collective bargaining agreement contains exclusive and final procedures for the resolution of grievances, the aggrieved party cannot litigate the merits of his grievance. See § 230 of the LMRA, 29 U.S.C. § 173(d). The Union argues that it is entitled to a judicial forum because the agreement does not allow arbitration of its dispute. It contends that the agreement unfairly limits the method of resolving disputes regarding the "contracting of work" provision to internal grievance procedures.

The Union's argument is without merit. Agreements providing that grievance procedures are the exclusive and final method for resolving disputes are entitled to the same deference as agreements providing that arbitration is the exclusive and final method for resolving disputes. Haynes v. United States Pipe & Foundry Co., 362 F.2d 414, 417 (5th Cir. 1966); see, e.g., Alford v. General Motors Corp., 926 F.2d 528, 531 (6th Cir. 1991); Huffman v.

Westinghouse Elec. Corp., 752 F.2d 1221, 1223 (7th Cir. 1985). Therefore, the parties must resolve their dispute by the mutually agreed upon grievance procedure. Summary judgment is

AFFIRMED.