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4925

In the Matter of Arbitration

between

UNITED STATES POSTAL SERVICE

and

NATIONAL ASSOCIATION OF LETTER CARRIERS

Case No. H1N-4J-C8187
(Bidding on VOMA Vacan-
cies by 204(b) Super-
visor)

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Arbitration Decision

APPEARANCES: L. G. Handy for the Postal Service; Cohen, Relations Department
Weiss and Simon, by Keith E. Secular, Esq.,
for the Union

DECISION

This grievance arose under and is governed by the 1981-1984 National Agreement (JX-1) between the above-named parties. The undersigned having been jointly chosen by the parties to serve as sole arbitrator, a hearing was held on 22 September 1983, in Washington, D. C. Both parties appeared and presented evidence and argument on the following issue (Tr. 15):

Did the Postal Service violate Article 41 of the [1981-1984] National Agreement by accepting the bid of a regular city letter carrier temporarily detailed to a supervisory position (204(b)) for a vacant Vehicle Operations Maintenance Assistant (VOMA)?

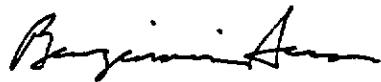
A verbatim transcript was made of the arbitration proceeding, and each side filed a post-hearing brief. Upon receipt of the briefs on 18 January 1984, the record in the case was closed.

On the basis of the entire record, the arbitrator makes the following

AWARD

The Postal Service did not violate Article 41 of the [1981-1984] National Agreement by accepting the bid of a regular city letter carrier temporarily detailed to a supervisory position (204(b)) for a vacant Vehical Operations Maintenance Assitant (VOMA).

The grievance is denied.



Benjamin Aaron
Arbitrator

Los Angeles, California
19 March 1985

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OPINION

I

This grievance originated in the Brookfield, Wisconsin, Post Office. On 27 May 1982, a bid was posted for a vacancy in the position of Vehicle Operations Maintenance Assistant (VOMA) -- Level 6. It is undisputed that full-time regular bidders from the clerk craft, special delivery craft, motor vehicle craft and carrier craft were eligible to bid for this vacancy. The successful bidder, Paul Whettam, whose seniority date was 4 October 1969, was a member of the carrier craft who, at the time he submitted his bid, was serving as a temporary supervisory position, known as a "204b position." Contending that Whettam was ineligible to bid for the VOMA vacancy, the Union filed this grievance.

The following provisions of the 1981-1984 National Agreement have been cited by the parties in support of their respective positions:

Article 1 (UNION RECOGNITION), Section 2-1, provides in part that "Managerial and Supervisory personnel" are not covered by the National Agreement.

Article 3 (MANAGEMENT RIGHTS) provides in part that the Postal Service "shall have the exclusive right, subject to the provisions of this Agreement . . . E. To . . . promote . . . [and] assign . . . employees in positions within the Postal Service"

Article 40 (SPECIAL DELIVERY MESSENGER CRAFT), Section 1-D-3-c, provides in part that "Full-time regular special delivery messengers are entitled to bid on the positions of . . . Vehicle Operations-Maintenance Assistant SP2-195."

Article 41 (LETTER CARRIER CRAFT) reads in part as follows:

Section 1. Posting

A. In the letter carrier craft, vacant craft duty assignments shall be posted as follows:

1. A vacant or newly established duty assignment not under consideration for reversion shall be posted within 5 working days of the day it becomes vacant or is established

Positions currently designated in the letter carrier craft:

KP 11 City Carrier, PS-5 (includes the duty assignment of Official Mail Messenger Service in the Washington, D. C. Post Office)

KP 11 Special Carrier, PS-5

SP 2-261 Carrier Technician, PS-6

2. Letter carriers temporarily detailed to a supervisory position (204b) may not bid on vacant letter carrier craft duty assignments while so detailed. However, nothing contained herein shall be construed to preclude such temporarily detailed employees from voluntarily terminating a 204b detail and returning to their craft position. Upon return to the craft position, such employees may exercise their right to bid on vacant letter carrier craft duty assignments. . . .

D. Other positions

City letter carriers shall continue to be entitled to bid or apply for all other positions in the U. S. Postal Service for which they have, in the past, been permitted to bid or apply, including the positions listed below and any new positions added to the list:

SP 2-188 Examination Specialist

SP 2-195 Vehicle Operations-Maintenance Assistant.

The parties agreed to the following stipulations (Tr. 18):

First . . . a letter carrier who serves as a VOMA continues to be represented . . . by NALC.

Second, he continues to accrue seniority in the letter carrier craft

Third, while serving as a VOMA, the employee may bid for letter carrier assignments."

The Union makes two basic arguments. First, it contends that inasmuch as a letter carrier, once he has successfully bid for a VOMA vacancy, will continue to be treated as a letter carrier, the assignment should be considered as a letter carrier duty assignment that is covered by the language in Article 41, Section 1-A-2, which states: "Letter carriers

temporarily detailed to a supervisory position (204b) may not bid on vacant letter carrier craft duty assignments while so detailed."

Second, the Union maintains that under the National Agreement 204b supervisors have no bidding rights of any kind. In support of that position it cites a 1977 award by arbitrator Paul Fasser that a city carrier in a Fort Lauderdale, Florida, Post Office, who had been detailed as a 204b supervisor, could not bid on a carrier route other than that to which he had been assigned prior to the detail.

The Postal Service points out that the VOMA position is not one of the specified letter carrier craft positions, but is open to bidding by eligible members of the special delivery messenger, motor vehicle, and clerk crafts.

In response to the Union's argument based on the language of Article 41, Section 1-A-2, the Postal Service asserted during the hearing and in its post-hearing brief that "there is a long history of allowing craft employees (while acting as 204B) to bid on open positions" (USPS Br., p. 4). No evidence to that effect, however, was introduced at the hearing.

In addition, the Postal Service emphasizes that Article 41, Section 1-A-2 prohibits letter carriers temporarily detailed to a 204b position from bidding on "vacant letter carrier craft duty assignments while so detailed." (Underscoring added) It argues that this provision is not applicable in

this case because the VOMA position is not exclusively a letter carrier duty assignment.

II

The Union's first argument is unconvincing. That a successful letter carrier bidder for a VOMA vacancy continues to be represented by NALC and to accrue seniority in the clerk carrier craft does not alter the fact that members of three other crafts may also bid for the same job and have the possibility of being the successful bidder, depending upon their seniority.

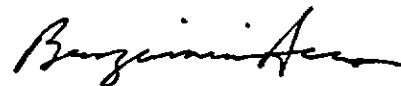
The Union's second argument is also unconvincing. As the Postal Service points out, Article 41, Section 1-A-2, prohibits 204b supervisors from bidding on vacant letter carrier craft positions. In the case considered by arbitrator Fasser, the vacancy involved was a carrier route -- indisputably a letter carrier craft duty assignment. His decision, therefore, cannot control this case.

The Union's inferential argument that 204b supervisors cannot bid on VOMA (or any other) bargaining unit duty assignments because of the language of Article 1, Section 2, is not persuasive; the National Agreement does give 204b supervisors some rights, including the right voluntarily to terminate a 204b detail and to return to their craft position. Moreover, if 204b supervisors had no rights under the National Agreement, it would not have been necessary to specify that they cannot

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bid on a vacant letter carrier craft duty assignment.

For the foregoing reasons, I conclude that the grievance must be denied.



Benjamin Aaron
Arbitrator

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Arbitration Division
Labor Relations Department