

C#09582

U. S. POSTAL SERVICE/NALC NATIONAL AGREEMENT
REGULAR ARBITRATION PANEL

In the Matter of the Arbitration Between:
UNITED STATES POSTAL SERVICE
-and-
NATIONAL ASSOCIATION OF LETTER CARRIERS
Cs #E7N-2B-C 14327 - Class Action-GTS #3257
Woodbury, New Jersey

Before: Robert F. Condon - Arbitrator

Appearances: For the N. A. L. C.

William J. Revak - Advocate

For the U. S. P. S.

Marlene Muhammad - PM, Woodbury, N. J. -Advocate

Ken Giles - Labor Relations Executive,
Observer & Technical Advisor

Date of Hearing: November 2, 1989

Place of Hearing: General Mail Facility,
Bellmawr, New Jersey

Award: The grievance is sustained. Three (3) hours and forty-five (45) minutes overtime is to be paid to a member of the Letter Carrier craft for June 22, 1989, in compliance with the provisions of Article 8, Section 5, C 2 of the National Agreement.

Date of Award: November 22, 1989

R. C. W.

ROBERT F. CONDON, Arbitrator

RECEIVED
JOHN W. O'SHEA
NALC

NOV 27 REC'D

U. S. POSTAL SERVICE/NALC NATIONAL AGREEMENT
REGULAR ARBITRATION PANEL

In the Matter of the Arbitration Between:
UNITED STATES POSTAL SERVICE
-and-
NATIONAL ASSOCIATION OF LETTER CARRIERS
Cs #E7N-2B-C 14327 - Class Action-GTS #3257
Woodbury, New Jersey

Before: Robert F. Condon - Arbitrator

Appearances: For the N. A. L. C.

William J. Revak - Advocate

For the U. S. P. S.

Marlene Muhammad - PM, Woodbury, N. J. - Advocate

Ken Giles - Labor Relations Executive,
Observer & Technical Advisor

In accordance with the provisions of the collective bargaining agreement between the parties, a hearing was held on November 2, 1989 at the General Mail Facility, Bellmawr, New Jersey. Both parties were given full and fair opportunity to be heard and present evidence and argument. There were no witnesses present at the hearing for either party.

BACKGROUND

On June 22, 1988, Router Campbell was taken off his bid assignment for 3 hours and 45 minutes and assigned to deliver J. C. Penney and Sears catalogs. At the same time, a Letter Carrier on light duty was assigned to perform Router duties. The Union requests that a monetary award be paid to the Letter Carrier craft for the alleged violation of the National Agreement.

ISSUE

Did Management violate the provisions of Article 41, Section 1, 4C, of the National Agreement in regard to Letter Carrier Assignments? If so, what shall be the remedy?

CITED/RELEVANT PROVISIONS OF THE NATIONAL AGREEMENT

Memorandum of Understanding Between the United States Postal Service and the National Association of Letter Carriers, AFL/CIO

Re: Router, Carrier Craft

1. Router is a level 5 City Letter Carrier assignment.
2. Router duties consist of casing, routing and sequencing of mail for a specific group of routes. Assignments may include specific street duties as reflected in the assignment posting.
3. Router assignments shall be formed and bid as full-time duty assignments. Part-time Router work assignments may be utilized consistent with 4 below.
4. The number of full-time Router assignments shall be determined consistent with Article 7, Section 3 of the National Agreement.
5. The notice inviting bids shall include a listing of routes for which Router's duties will be performed by the posted assignment.
6. A Router may be temporarily moved from his/her bid assignment only in "unanticipated circumstances," pursuant to the provisions of Article 41, Section 1.C.4. of the National Agreement.
7. A level 5 replacement Router may be utilized where practical to cover the nonscheduled days of other Router assignments.

Date: July 21, 1987

Step 3 decision letter, dated November 23, 1988, addressed to Mr. John O'Shea, National Business Agent, NALC, Pittsburgh, PA., which stated, in part:

With respect to the issue of replacing the Routers on their bid assignments with light duty employees Article 13.4(c) states "the reassignment of a full-time regular or part-time flexible employee to a temporary or permanent light duty or other assignment shall not be made to the detriment of any full-time regular on a scheduled assignment." Local management is directed to

comply with this provision when assigning light duty employees.

Undated letter signed by Thomas J. Fritsch, APMG, Delivery Services Department & Joseph J. Mahon, Jr., APMG, Labor Relations Department.

Out Ref: DS510:MPinciple:cb:7223

Subject: Letter Carrier Router Assignments

To: Field Division General Managers/Postmasters

This is for divisions that presently have Letter Carrier Router assignments at delivery units, or installations within the division implemented, or for those divisions and delivery units planning to implement or expand the number of these bid assignments.

When implemented and managed properly, Routers provide an opportunity for better utilization of vehicles; fuel conservation; elimination or avoidance of some expense items such as additional floor space, casing equipment, and satchels; control of overtime; better management of increasing or fluctuating mail volumes; improved service to customers by consistent delivery times; and reduced AIS and scheme change costs where Router is the method of making needed adjustments.

The Router assignments were a topic of much discussion during the last labor contract negotiations. As a result, a Memorandum of Understanding, Router Program, is now part of the National Agreement. At the most recent Joint City Delivery meeting with the National Association of Letter Carriers (NALC) and Headquarters representatives, examples of improper or poor management practices in the planning, implementation, and day-to-day management of Routers were discussed.

To clarify the intent of the negotiated Memorandum of Understanding agreement with the NALC, the following is provided

- City carriers are awarded Router assignments through the same bidding process as any other full-time assignment in the letter carrier craft. Routers are level 5 City Carriers who case mail for a number of delivery routes and perform office activities associated with preparing mail for delivery. These assignments may include street duties or any other activity in City Carrier duties and responsibilities. Every effort should be made to maximize office time and minimize street time duties when establishing Router positions.
- A Router must be treated like any City Delivery Letter Carrier who bids on a specific route, and must not be moved around like a part-time flexible, or any other unassigned employee.

Therefore, in day-to-day management, Routers must be kept on their bid assignment and not moved off the routes in the bid description unless there is an undertime situation, or in "unanticipated circumstances." This is not only a contractual obligation, but also a good management practice. For further explanation, see Article 41, Section 1.C.4 of the National Agreement.

- Router position should be maximized to full-time, 8-hour positions to the extent practicable. For example, if a unit has 35 routes, and through the evaluation of workload it is determined that the Router workload is 30 daily hours, three 8-hour Router position should be created. The establishment of full-time Router positions should be considered in the unit overall 90/10 and maximization requirements.
- An example of poor management practice and violation of the intent of the agreement with the NALC is creating several part-time positions (part-time regular or part-time flexible) in the example described above. We recognize that there may be legitimate reasons at some units that may make it impractical to create one Router position consisting of other specific activities, or the operations window may make 8-hour positions impractical. These factors must be considered when establishing Router assignments or when changing bid assignments.
- Establishing Router positions is an effective method or adjusting routes that are out of adjustment because of changes in mail volume or handling new deliveries. The adjustment of those routes is permanent. The fact that only office time is removed from a route rather than a combination of office and street time does not lessen the importance of the adjustment. Prior to creating Router positions, local management must determine the workload by using all available information. Management should determine the workload for each route to be included in each Router position.

The Notice of Vacancy in Assignment(s) posting must include the position title and the statement "City Carrier, KP-11, PS-05," the specific routes in the bid position, and the amount of time for preparing mail for delivery on each route. For Example: If the permanent adjustment is for one hour on Route 1, the posting will state, "Route 1, one hour." If street duties are applicable, list the specific letter route street assignments and amount of time. If another appropriate assignment such as a collection run is part of the assignment, list the time for the activity, nonscheduled days, hours of duty and work location.

The supervisor still has the flexibility to assign a Router to work more time or less time on each route based on local conditions. When the Supervisor instructs a Router to spend more time than allotted on a given route, appropriate arrangements should be made to handle the workload on the other routes. Routers on undertime may be

assigned duties outside their bid assignment. This is no different than handling the workload on a traditional letter route. However, if frequent changes are made on the amount of time allotted on the routes in the Router's string, appropriate permanent adjustments should be made.

The following language should also be included in the Router vacancy posting:

Appropriate morning and afternoon office breaks will be scheduled by management.

Any other applicable information required by bargaining unit agreements or USPS rules and regulations should be included in the Router vacancy posting.

Please ensure that copies of this letter are furnished to all appropriate delivery units and managers. Questions concerning operations may be directed to Mario Principe, PEN 268-3538 or (202) 268-3538. Questions dealing with our contractual obligations may be directed to Andrea Wilson, PEN 268-5359 or (202) 268-5359.

Signed: Thomas J. Fritsch
Assistant Postmaster General
Delivery Services Department

Joseph J. Mahon, Jr.
Assistant Postmaster General
Labor Relations Department

cc: Regional Directors
Operations Support

POSITION OF THE UNION

It is the position of the Union, in this case, that Full-Time Router Campbell was taken off his bid assignment on June 22, 1988 in order to avoid the payment of overtime for available City Delivery Letter Carriers on the Overtime Desired List, in violation of the National Agreement Memorandum of Understanding regarding Router assignments and the USPS Memorandum of Understanding clarifying the purpose and intent of the National Agreement Memo of Understanding. Also violated was the Local Memo of Understanding, dated October 6, 1986 which prohibits the use of Routers to avoid payment of other Letter Carrier overtime.

In support of its arguments, the Union submitted the following

documentation:

The Step 2 grievance decision which does not indicate any substantial reason for the movement of the Router off his assigned bid, such as unanticipated circumstances, manpower shortages, lack of mail, etc.

The Step 3 grievance decision which totally agrees with the Union's position except for the payment of a monetary remedy.

The National Agreement Memorandum of Understand, dated July 21, 1987, which among other things prohibits the moving of Routers off their bid assignments except for unanticipated circumstances pursuant to the provisions of Article 41, Section 1.C.4 of the National Agreement. The memo also indicates that Router assignments posted must be specific as to duties assigned which may not be listed as other duties assigned.

The Local Memorandum of Understanding, dated 10/8/86 prohibiting the use of Routers to avoid the payment of overtime.

The USPS clarifying letter DS510:Principle:cb:7223, undated, regarding the negotiated Memorandum of Understanding relating to Router assignments stipulating that Routers must be treated like any City Delivery Letter Carrier.

Corrective action requested by the Union is that Letter Carrier craft employees of the local Union's choosing be paid at the appropriate rate(s) for the hours and dates when full time Routers were assigned to duties other than those in his bid assignment in violation of his job posting, on June 24 and 27, 1988.

Corrective action requested by the Union is that Letter Carrier craft employees of the local Union's choosing be paid at the

appropriate rate(s) for the total of 2.25 hours each day that full time Routers were schedule to report for duty in violation of their job postings on June 24 and 27, 1988.

POSITION OF THE SERVICE

The issues before the Arbitrator have a dramatic effect on the methodology and cost effectiveness of the Postmaster in the area and perhaps the Eastern Region. In situations where Management can utilize cost effective measures of manpower and monetary wisely, the Union would take issue due to the fact that their members are being deprived of overtime opportunities. Management must point out that the National Agreement does not provide for mandatory overtime.

Article 8 Section 5 indicates, "when needed."

There is nothing which precludes Management from using a skilled employee, with their job duties, in the same craft, on a straight time basis from covering unforeseen situations, as opposed to costly overtime payments for individuals who must be called in to work on their non-scheduled days.

Similarly, there is nothing in the National Agreement which precludes Management from utilizing a light duty employee, injured on the job, in situations where they can be productive and utilized along the precepts of Article 13, Section 4.

Management's Step 3 grievance answer states the following:

It is the Postal Service's position that a Router must be treated in a similar manner as a carrier who bids on a specific route. Routers are not to be moved around like a part-time flexible or any other unassigned employee. Management has a contractual obligation to ensure that the Routers are kept on their bid assignment and not be moved off the Routers in the bid description unless there is an undertime situation or in unanticipated circumstances.

In the Step 2 decision dated July 29, 1988, local management

stated that they have "the right to assign the Router considering the workload available. Router position was posted specifically stating and 'other duties as assigned'." While it is true that Management may assign the Router to other duties as a result of an undertime situation or unanticipated circumstances local management failed to provide a detailed explanation to support their position. With respect to the bid description stating "and other duties as assigned" the intent of this language is to allow management to assign a Router other duties when there is an undertime situation or in unanticipated circumstances. The cited language does not give management unlimited authority in assigning Routers to any other duties. Management must make such assignments with the contractual guidelines.

With respect to the issue of replacing the Routers on their bid assignment with light duty employees Article 13, Section 4(c) states "the reassignment of a full-time regular or part-time flexible employee to a temporary or permanent light duty or other assignment shall not be made to the detriment of any full-time regular on a scheduled assignment." Local Management is directed to comply with this provision when assigning light duty employees.

With respect to the remedy requested it is the Postal Service's position that a monetary remedy is not appropriate. However, this does not preclude the payment in future instances.

Signed: G. W. DePietropolo, Eastern Region, Labor Relations

DISCUSSION AND FINDINGS

The Arbitrator has reviewed the evidence submitted by both parties and the arguments presented by both able and capable advocates. There is no question that the Router was assigned taken off his bid assignment and assigned to street duty for 3 hours and 45 minutes on June 22, 1988. Both parties agree to that fact.

In addition, there is no question that when an employee is assigned to a bid position as a Router, that employee is to be treated the same as any other employee who has a bid assignment. There are no provisions for moving a Regular Letter Carrier, a Clerk or a Mail Handler from their bid assignment in order to provide work for another employee who happens to be on light duty. That same principle applies to employees who bid on Router positions. The Memorandum of

Understanding, dated July 21, 1987, which is part of the July 21, 1987/November 20, 1990 National Agreement specifically states that the Router position is a full time duty assignment and Routers may be temporarily moved from his/her bid assignment only in "unanticipated circumstances," pursuant to the provisions of Article 41, Section 1.c.4 of the National Agreement. It is the opinion of the Arbitrator that the assignment of the Router to work on another Letter Carrier's route was not an "unanticipated circumstance." An unanticipated circumstance would be one such as an employee reporting in sick, or for some other unscheduled absence. In the instant situation, Management had anticipated the absence of a Letter Carrier who had reported that he would be absent on Sick Leave and, in addition, curtailed 19 feet of mail which could have been cased by the Router.

Nothing in Management's case indicated that there was any emergency situation which justified assigning the Router to other carrier duties. That fact was agreed to in Management's Step 3 reply to the Union's grievance. As a matter of fact, Management agreed with the Union that its actions in regard to the Router were unacceptable and should not have occurred. The only question with which they disagreed was the remedy requested. That request was for 3 hours and 45 minutes to be paid to a Letter Carrier on the Overtime Desired List, for the day in question. Considering all facts and arguments presented by the parties, it is my determination to issue the following:

AWARD

The grievance is sustained. Three (3) hours and 45 minutes overtime is to be paid to a member of the Letter Carrier craft for June 22, 1988, in compliance with the provisions of Article 8, Section 5, C2 of the National Agreement.



ROBERT F. CONDON, Arbitrator

Manalapan, New Jersey
November 22, 1989