C #09944

REGULAR ARBITRATION PANEL

IN THE MATTER OF THE ARBITRATION	GRIEVANT: Class Action
Between	POST OFFICE: Casselberry, Florida
UNITED STATES POSTAL SERVICE	
And	CASE NO. S7N-3W-C 24484
NATIONAL ASSOCIATION OF LETTER CARRIERS	

BEFORE: P. M. WILLIAMS, ARBITRATOR, SOUTHERN REGION

APPEARANCES:
FOR THE U. S. POSTAL SERVICE:
John A. Rossi, Labor Relations Assistant

FOR THE NATIONAL ASSOCIATION OF LETTER CARRIERS:
Chuck Windham, Regional Administrative Assistant

PLACE OF HEARING:
Main Post Office, Casselberry, FL
DATE OF HEARING:
March 12, 1990

DECISION AND AWARD

BACKGROUND:

The parties agree that the facts as stated in the "Reasons for Grievance" portion of the grievance form are essentially correct when it is said: "Mrs. Capo came into the office of Casselberry when she was not assigned to Casselberry, but was on higher level in Orlando. Mrs. Capo should not be allowed to work overtime since the list is posted for the last two weeks prior to end of quarter, and she was not working in the craft at the time let along (sic) she was working at the Sectional Center."

The grievance was heard at Step 1 on September 14, 1989 and requested that "any day Mrs. Capo works overtime the time worked be paid to carriers who are on the ODL ..." The parties agree that Mrs. Capo was a 204B supervisor and that shortly before the beginning of the July-September quarter, 1989 she was temporarily assigned for training to the Orlando Sectional Center. The also agree that the grievance to be considered here has been timely and properly processed to the level of arbitration.

All interested parties appeared at the hearing where they were given an opportunity to present such evidence, through exhibits and the testimony of witnesses, as was deemed appropriate under the circumstances. All witnesses were placed under oath and were cross-examined by the opposing party. After both parties completed their cases in chief, each made a closing argument and the record was declared closed.

POSITION OF THE PARTIES:

National Association of Letter Carriers (Union);

The Union contended that the guidelines established by the Joint Statement of Overtime executed by the parties on June 8, 1988 had application to this matter because included therein are the exclusive exceptions for persons who might sign the Overtime Desired List (OTDL) when they are not regularly assigned to the station. It said Mrs. Copa, as a 204B supervisor normally employed at the Casselberry post office, was actually assigned to the Sectional Center in Orlando thus it was improper for her to be allowed to sign the Casselberry OTDL, and thereafter, upon returning to the letter carrier craft, work overtime hours in the quarter beginning July 1, 1989. It also said that Article 41, Section 1 A (2) had application because it tended to prevent her from being able to sign the OTDL while she was working as a 204B supervisor. It asked that the grievance be sustained.

United States Postal Service (Employer):

The Employer contended that nothing in either the Joint Statement referred to by the Union or the National Agreement served to prevent Mrs. Copa from effectively signing the OTDL in the last two weeks of June, 1989, while she was serving as a 204B supervisor. It also said that when she returned to her position in the letter carrier craft it was proper that she be given overtime assignments based on her name appearing on the OTDL. It asked that the grievance be denied.

ISSUE: Did the Employer violate the terms of the National Agreement (NA), and applicable rules and regulations when it gave effect to an employee's name appearing on the OTDL when it was placed there while she was in a 204B status, and if so, what is the proper remedy?

OPINION:

The portion of the Joint Statement cited and relied on by the Union states as follows:

"*** Signing Overtime Lists

"Carriers may sign an Overtime Desired List (OTDL) only during the two week period prior to the start of each calendar quarter.

"An exception exists for letter carriers on military leave during the sign up period. They are permitted to sign the OTDL upon return to work unless local memoranda provide otherwise when (sic) a carrier bids or is transferring between units during a quarter, he/she may sign the OTDL in the gaining unit, if he/she was on the OTDL in the losing unit. ..."

The portion of Article 41 cited and relied on by the Union provides as follows:

"Section 1. Posting ..."

"A. In the Letter Carrier craft, vacant craft duty assignments shall be posted as follows: ... "

"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 returning to the craft position, such employees may exercise their right to bid on vacant Letter Carrier Craft duty assignments.

"The duty assignment of a full-time carrier detailed to a supervisory position, including a supervisory training program in excess of four months shall be declared vacant and shall be posted for bid in accordance with this Article. Upon return to the craft the carrier will be an unassigned regular. A letter carrier temporarily detailed to a supervisory position will not be returned to the craft solely to circumvent the provisions of Section 1.A.2. ..."

It seems to me that to the extent the Union relies on the language of Article 41, quoted above, to support its position here its argument is misplaced because the part cited relates exclusively to matters pertaining to the posting of bids. And, I do not believe the language is sufficiently obscure that it could reasonably be said that it was intended to be inclusive of ODTL matters such as this. Such being true I am unable to find support for the Union's position from what is contained in Article 41. Its claim of a violation of that Article therefore is dismissed.

Turning now to the claim that the exclusive exceptions of the Joint Statement preclude Mrs. Copa from being able to sign the OTDL at Casselberry while she was on detail to the Orlando Sectional Center.

The implication of what the Union seems to claim about her being detailed to Orlando is that she was no longer assigned to Casselberry. Rather she ought to be deemed an Orlando employee and as such she was unable to effectively make a choice concerning whether she wanted to be considered for overtime if and when she began functioning again on her regular letter carrier assignment at Casselberry.

Putting aside the fact that this claim is somewhat inconsistent with the position that it took regarding her signing the OTDL being improper because she did not fall within either of the two exclusive exceptions -- and treating this latter claim as being in the nature of an alternative pleading -- I believe it is correct to say that the parties do not look upon a detail to another station or post office as being the equivalent of a reassignment or a transfer there to the end that the employee loses his or her identity with the old workplace. Rather my experience is that a detail is looked upon as being very much of a temporary measure designed to meet a specific circumstance or need. And, all things being equal, the status quo at the prior workplace remains unaffected. Moreover, this is particularly true in matters of significant personal interest to the employee who receives the detail.

In this circumstance in the absence of a proscription appearing in the NA, which I find to be the case, and with the Local Memorandum of Understanding not being made a part of this record I believe it is

appropriate to say there is no basis for finding that Mrs. Copa had no right to sign the Casselberry OTDL in the final two weeks of June, 1989. To the contrary her placing her name on it, when she either knew or she should have known that her right to be assigned overtime as a letter carrier was contingent upon her returning to her duties in that Craft, was proper, and insofar as overtime opportunities were concerned should be treated the same as would be the other names that appeared thereon.

I can find no basis upon which to sustain this grievance. Moreover, I can find no basis for concluding that the Employer committed a violation of the terms of the NA or its rules and regulations insofar as Mrs. Copa receiving overtime assignments in the months of August and September, 1989, are concerned.

Consequently, based on the record before me I am constrained to find that the class action grievance should be, and the same hereby is, denied. I therefore make the following

AWARD

The grievance is denied in accordance with the opinion expressed above.

IT IS SO ORDERED.

P. M. Williams
Arbitrator

Dated at Oklahoma City, Oklahoma
this 2nd day of April, 1990.