

ARBITRATION AWARD

June 4, 1979

ARTICLES XIX AND XXXIV

UNITED STATES POSTAL SERVICE
Santa Ana, California

-and-

Case No. NC-W-8752

NATIONAL ASSOCIATION OF LETTER
CARRIERS
Branch 137

HEADING:

Subject: Casing Mail - Applicable Time Standard

Statement of the Issue: Whether the appropriate time standard for the mail in question, Montgomery Ward coupon sale booklets, was eight per minute as urged by the Association or eighteen per minute as urged by the Postal Service?

Contract Provisions Involved: Articles XIX and XXXIV of the July 21, 1975 National Agreement.

Grievance Data:

Date

Grievance Filed:	February 12, 1977
Step 1 Answer:	February 23, 1977
Appeal to Step 2:	March 4, 1977
Step 2 Answer:	March 14, 1977
Appeal to Step 3:	March 25, 1977
Step 3 Answer:	July 25, 1977

<u>Grievance Data:</u>	<u>Date</u>
Appeal to Step 4:	August 5, 1977
Step 4 Answer:	March 16, 1978
Appeal to Arbitration:	March 29, 1978
Case Heard:	February 27, 1979
Transcript Received:	March 12, 1979
Briefs Submitted:	May 25, 1979

Statement of the Award: The grievance is granted to the extent set forth in the foregoing opinion. The proper casing standard for the Montgomery Ward booklets in question is eight per minute. Any route evaluation which was based on a standard of eighteen per minute for these particular booklets should, where necessary, be adjusted.

BACKGROUND

This grievance from Santa Ana involves a dispute with respect to the proper time standard to be applied to a Letter Carrier's work in casing certain Montgomery Ward booklets. The Postal Service contends these booklets were correctly treated like letters with a casing standard of eighteen per minute. The Association insists the booklets should have been treated differently and the casing standard should have been eight per minute.

Route evaluation is the Postal Service's method of determining whether a Carrier has too little or too much work to perform. The evaluation measures, among other things, time needed for casing mail on a given route. The casing time will be either the actual time spent on this task by the Carrier or a standard time based on a count and inspection of the mail handled by the Carrier, whichever is lesser. This count simply identifies the number of pieces cased; the inspection reveals the nature of the mail being cased. Different casing standards apply to different kinds of mail - eighteen per minute for letters and eight per minute for flats.

This dispute arose in Santa Ana's Diamond Branch on February 8, 1977. A Carrier Foreman was being trained that day in route evaluation procedures. As part of his training, he was asked to make a "dummy" count and inspection of Carrier W. Mares. He observed Mares case his mail. At some point, Mares received two trays of Montgomery Ward booklets. Each booklet had 56 pages of coupons providing discounts on the purchase of certain items by a certain date. Each booklet was 8-3/8 inches long, 3-5/8 inches wide, and 1/4 inch thick. Each booklet was bound at one end only, the other three sides (including the 8-3/8 inch lengths) being open.

The Carrier Foreman considered these Montgomery Ward booklets as letters for purposes of applying a time standard to the casing of such materials. He hence used the figure eighteen per minute. The Association disagreed. It urged that the booklets should have been regarded as something other than letters and that the appropriate casing standard was therefore eight per minute.

It should be emphasized that the Carrier Foreman's action was merely a training exercise. His choice of a casing standard for the

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Montgomery Ward booklets did not have any affect on Carrier Mares' route evaluation. The parties nevertheless agree that this grievance does raise a real issue with respect to the application of the casing standards. They request that the issue be resolved.

In order to understand the dispute better, a brief description of the casing procedure would be useful. A case is a receptacle for sorting mail. The so-called letter case is six feet high and three feet wide. It has six or seven shelves, each divided into approximately 40 one-inch slots or wickets. The Carrier faces the case. He picks up about four inches of letter-sized mail in his left hand. He removes one piece of mail at a time with his right hand, reads the address, and places the piece in the proper slot. As a slot fills up, the Carrier may have to push the contents of the slot to one side to make room for an additional letter(s).

There is also a wing case for sorting flats, magazines, newspapers, etc. It too has six or seven shelves. But the slots or wickets here are ten inches wide. The Carrier picks up a group of flats and places them in the crook of his left arm. He removes one flat at a time with his right hand, reads the address, and puts it in the proper slot. When he finishes, he pulls down the mail from both cases and arranges all of it in sequential order. He must, in other words, position the letters and flats in the order in which they will be delivered.

DISCUSSION AND FINDINGS

One preliminary matter can be disposed of briefly. The Association introduced in evidence, besides the Montgomery Ward booklet in question, four other booklets. It apparently first presented these booklets in Step 4 of the grievance procedure. It suggested at the arbitration hearing that a ruling be made on the appropriate casing standard for each of these booklets. However, it seems to me that the instant grievance covers only the Montgomery Ward mailing in Santa Ana, California on February 8, 1977. This grievance was prompted by the Carrier Foreman's decision to apply a casing standard of eighteen per minute to that mailing. Absent agreement by the parties, there is no justification for expanding the grievance to

encompass these other mailings. That does not mean the latter mailings are irrelevant. They can still be used for the purpose of considering how the Postal Service has applied its casing standards to booklets similar to the one in dispute.

The issue, simply stated, is whether the casing standard for the Montgomery Ward booklets handled by Carrier Mares should have been eight per minute (as the Association contends) or eighteen per minute (as the Postal Service contends).

To bring this issue into sharper focus, it should be emphasized that the parties have not challenged the existence of these two standards. They seem to agree that casing standards of eight per minute for flats and eighteen per minute for letters are proper. They disagree only on the application of these standards to the Montgomery Ward booklets. The Postal Service says the booklets were correctly treated like letters while the Association says they should have been treated like flats or like something other than letters.

The Postal Service believes this disagreement should be resolved in its favor because of a September 1976 Memorandum of Understanding. That Memorandum recited the two casing standards and then went on to define "letters" as "that mail which will fit vertically without bending or folding between the two closest shelves on the [C]arrier's case." The Montgomery Ward booklets "fit vertically" into the slots or wickets in Carrier Mares' case "without bending or folding." They thus would appear to constitute "letters" within the meaning of the Memorandum.

However, the Memorandum goes on to say that its terms -

"...shall not be construed as an admission by either party that the foregoing standards are fair, reasonable or equitable and shall not prejudice the position of either party as to the proper interpretation of Article XXXIV or the merits of any claims thereunder."

These words indicate the parties have not agreed that the casing standards or the "letter" definition, which is itself a standard, are "fair, reasonable or equitable." The Association is free to challenge such standards as it has here. Its grievance involves a claim under

Article XXXIV, namely, that the application of the "letter" casing standard to the Montgomery Ward booklets in question is neither fair nor reasonable. This is precisely the kind of claim which the Memorandum was not supposed to prejudice. I find, accordingly, that the Memorandum cannot be used against the Association in this matter.

Article XIX provides that Postal Service "manuals...that directly relate to wages, hours or working conditions...shall be continued in effect except that the Employer shall have the right to make changes...that are fair, reasonable and equitable." Section 922.4 of Manual M-41 deals with "recording count data." It establishes two principal categories of mail for counting purposes - "letter size" and "...all other sizes." It states that "letter size" broadly encompasses "ordinary letters, cards, and circulars...[and] all mail that can be cased into the letter separations without bending or folding..." But it specifically excludes from this category such items as "...flats, magazines, or catalogs even though they are intended for casing with letter mail."

The Association stresses the exclusion of "catalogs" from the "letter size" category. It contends that the Montgomery Ward booklets are "catalogs" and therefore cannot be considered "letters" for purposes of applying the casing standards. The difficulty with this argument is that Section 922.4 is not sufficiently explicit. Nowhere does it say that the "count data" is being recorded in order to apply the casing standards. It never even mentions the words "casing standards." It refers to "letter size" while the relevant casing standard is expressed in terms of "letters." There is nothing in the evidence to indicate what the Postal Service's object was in enunciating Section 922.4. Nor does this section attempt to define the term "catalogs." Given these uncertainties, it would be unwise to attempt to dispose of this grievance on the basis of this Manual's language.

The test in Article XXXIV suggests the answer to this dispute. That provision says "time or work standards shall be fair, reasonable and equitable." The Postal Service has applied a "time standard", casing letters at a rate of eighteen per minute, to the Montgomery Ward booklets. The real issue is whether this application is "fair, reasonable and equitable", whether these booklets can fairly be considered letters for purposes of the casing standards.

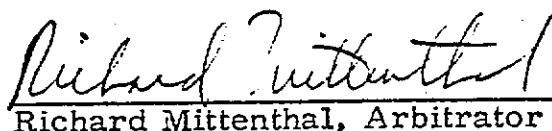
DISCUSSION AND FINDINGS:

The booklets are letter-sized and about 1/4-inch thick. No doubt Carriers often have occasion to handle letters which are that thick. Such letters should pose no special casing problem. But the Montgomery Ward booklets were certainly not letters. They were bound on one end only. The other three sides of the booklet were open. And, more important, the address was located on the back of the booklet next to the bound end and the Carrier's right hand. This meant that when the Carrier sought to put a booklet into a slot, he held it by the bound end and had to insert the open end. But the open end was loose and unstable. Its pages would come apart as it was moved toward the slot. At such times, the open end would be at least one inch thick. Yet, according to the record, each slot in the Carrier's case was just one inch wide. Hence, a Carrier would necessarily have experienced some difficulty in inserting this booklet into a slot. The Montgomery Ward booklet could not possibly be cased as easily as a letter. I find therefore that it was unfair and unreasonable to treat this booklet as a letter for purposes of applying the casing standards.

This comparative analysis of the actual casing task is, in my opinion, the most satisfactory way of applying the fairness criterion of Article XXXIV. The proper casing standard for the booklets in question should have been eight per minute rather than eighteen per minute.

AWARD

The grievance is granted to the extent set forth in the foregoing opinion. The proper casing standard for the Montgomery Ward booklets in question is eight per minute. Any route evaluation which was based on a standard of eighteen per minute for these particular booklets should, where necessary, be adjusted.


Richard Mittenthal
Richard Mittenthal, Arbitrator

JUNE 4, 1979