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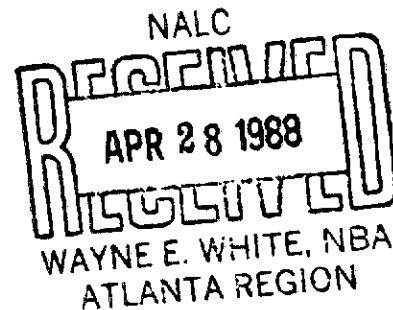
In the Matter of Arbitration Between

UNITED STATES POSTAL SERVICE

and

NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO

Case No. S4N-3W-C 27078/27645
Henry J. Niles
Key West, Florida



Before the Arbitrator Raymond L. Britton

APPEARANCES

Michael Yagodnik, Labor Relations Assistant *for the Employer*
Robert L. York, Regional Administrative Assistant *for the Union*

ISSUE

If a route is adjusted by means of a router, does that eliminate the responsibility of the regular carrier to case bulk business mail?

HISTORY OF THE PROCEEDINGS

The parties failed to reach agreement on these matters, and they were submitted to arbitration for resolution. Pursuant to the contractual procedures of the parties, the undersigned was appointed as Arbitrator to hear and decide the matters in dispute.

The date for the Hearing of these matters was set for January 22, 1988, and the Hearing was held on that date at the Post Office, Key West, Florida, commencing at 9:00 o'clock a.m. At the commencement of the Hearing, it was stipulated by the parties that these matters were properly before the Arbitrator for decision and that all steps of the arbitration procedure had been followed and that the Arbitrator had the authority to render the decision in these matters. At the conclusion of the Hearing, both the United States Postal Service (hereinafter referred to as "Employer") and the National Association of Letter Carriers, AFL-CIO (hereinafter referred to as "Union") agreed to present oral closing arguments in lieu of Post-Hearing Briefs.

SUMMARY STATEMENT OF THE CASE

Henry J. Niles (hereinafter sometimes referred to as "Grievant") is a fulltime regular carrier at the Post Office in Key West, Florida. On February 19, 1986, the Grievant was required to perform flat routing. On March 5, 1986, the Grievant filed a grievance protesting this requirement and after a Step 1 meeting on that date, the grievance was denied by Carrier Supervisor Jerry Ervin. Pursuant to Article 15 of the National Agreement, the grievance was appealed on March 10, 1986 to Step 2 of the grievance procedure alleging a violation of, but not limited to, Articles 5, 18, 19, and 41 of the National Agreement, and stating in relevant part as follows (Joint Exhibit No. 2):

The Grievant had to perform flat routing on this AM, because this work had been curtailed the previous PM on letter route 4024, by the Router. The Router also did not check pink cards, so that much bad mail was cased. As the routes in the Key West Postal Installation all received adjustments by the method of the Router System, this work that Routers perform is no longer a part of the regular route carriers assignment. When the Grievant is required to perform work that was curtailed by the Router, it amounts to having to pivot off his regular assignment. On this day the Grievant received some assistance but due to this unanticipated work he was later leaving the office than he estimated and as a result had to work overtime until 5:05 PM. A review of available assistance reveals the following:

*On Feb. 18, 1986, 36:45 hours were available but not used.
On Feb. 19, 1986, 53:13 hours were available but not used.
On 2-18-86, 0 PTF assistance was provided ODL employees.
On 2-18-86, Router #3 assignment only used 6:37 hours.
On 2-19-86 ODL employees working their NSD were held to 8:00 hours.
The Pivot List shows no entries on 2-18 or 21-9, 1986.*

The Union's position is the following:

The Routes in the Key West Postal Installation received route adjustments by the means and method of the Router System. Thus the work that the Routers perform, which is the casing of BBM mail is no longer a part of the regular route carriers assignment. When a Router is not able to case all of the mail or route the flats on a particular day on his router assignments, then that work has to be assigned to carrier employees on the overtime desired list or assigned to PTF carrier employees.

The regular route carriers route adjustments consisted of taking away their BBM mail casing time and giving it to the router who is responsible for the casing of BBM mail. The Regular Route Carrier is only responsible for the casing of preferential mail. If Management requires the Regular Route Carrier to also case BBM mail that the router was not able to case, when he comes in from the street, or route flats that the router did not route, then the Regular Route Carrier never received a route adjustment.

Corrective Action Requested: The Grievant must not be pivoted except by normal rotation; Curtailed Router work must be assigned to ODL and PTF Carrier Employees.

A Step 2 meeting was held, and on March 28, 1986, in a letter to Union President Robert J. Linares, Superintendent of Postal Operations D.R. Harris denied the grievance, stating in relevant part as follows (Joint Exhibit No. 2):

* * *

Management contends that the router program was implemented in conjunction with territory realignment for this installation to attain workload adjustments. The adjustment evaluation for route 4024 contained removal of 7.25 feet of BBM and 65 minutes of P.M. office time. On the day questioned, the router performed 97 minutes or 32 minutes above the evaluated adjustment time. Management satisfied the assigned work of the adjustment, which leaves the possible assignment of additional work required to meet delivery standards to: the carrier on his bid route; a PTF replacement; or ODL employee, if available. The P.M. control sheet for February 18, 1986, reveals that 2.00 feet of BBM for route 4024 was curtailed. Therefore, 9.00 feet was cased, 1.75 ft. in excess of the amount adjusted for the router. The assignment of workload responsibility in excess of the amount identified by the route adjustment to the regular bid carrier does not constitute a pivot situation.

* * *

On April 12, 1986, Union President Linares sent a Letter of Rebuttal to Postmaster E.R. Hart, stating in relevant part as follows (Joint Exhibit No. 2):

* * *

The Local Union does not agree with Local Management's contention that assignment of workload responsibility in excess of the amount identified by the route adjustment to the regular bid carrier does not constitute a pivot situation. The Local Union contends just the opposite. . . .

* * *

On the same date, the Union appealed the grievance to Step 3 of the grievance procedure for the following reasons (Joint Exhibit No. 2):

* * *

If no ODL or PTF employees are available and the regular route carrier is forced to do Router work, then that work must be considered a pivot as he is working on an assignment which is no longer a part of his regular bid assignment.

Corrective Action Requested: Curtailed Router work must be assigned to ODL and PTF Carrier Employees; Carriers must not be pivoted except by normal rotation; Grievant be credited with a pivot opportunity.

On May 30, 1986, in a letter to National Business Agent Wayne E. White, the grievance was denied by Labor Relations Representative James Greason, Jr., who stated in relevant part as follows (Joint Exhibit No. 2):

* * *

Based on information presented and contained in the grievance file, the grievance is denied. No violation of the National Agreement has been shown. The carrier worked on his own route, when the work could not be completed by the "router."

* * *

On June 16, 1986, the grievance was appealed to arbitration.

A second grievance, No. S4N-3W-C-27645, alleging a similar violation on February 24-25, 1986, requesting similar corrective action, and additionally citing the M-41 Manual, was denied at Steps 1, 2, and 3. By agreement between the parties, the two grievances have been consolidated for resolution in this proceeding.

Provisions of the National Agreement effective July 21, 1984, to remain in full force and effect to and including 12 midnight July 20, 1987, (hereinafter referred to as "National Agreement") (Joint Exhibit No. 1) considered pertinent to this dispute by the parties are as follows:

ARTICLE 3

MANAGEMENT RIGHTS

The Employer shall have the exclusive right, subject to the provisions of this Agreement and consistent with applicable laws and regulations:

* * *

C. *To maintain the efficiency of the operations entrusted to it;*

D. *To determine the methods, means, and personnel by which such operations are to be conducted;*

* * *

ARTICLE 5

PROHIBITION OF UNILATERAL ACTION

The Employer will not take any actions affecting wages, hours and other terms and conditions of employment as defined in Section 8(d) of the National Labor Relations Act which violate the terms of this Agreement or are otherwise inconsistent with its obligations under law.

ARTICLE 8

HOURS OF WORK

* * *

Section 5. Overtime Assignments

When needed, overtime work for regular full-time employees shall be scheduled among qualified employees doing similar work in the work location where the employees regularly work in accordance with the following:

A. Two weeks prior to the start of each calendar quarter, full-time regular employees desiring to work overtime during that quarter shall place their names on an "Overtime Desired" list.

B. Lists will be established by craft, section, or tour in accordance with Article 30, Local Implementation.

* * *

- C.2. a. Only in the letter carrier craft, when during the quarter the need for overtime arises, employees with the necessary skills having listed their names will be selected from the list.*
- b. During the quarter every effort will be made to distribute equitably the opportunities for overtime among those on the list.*
- c. In order to insure equitable opportunities for overtime, overtime hours worked and opportunities offered will be posted and updated quarterly.*
- d. Recourse to the "Overtime Desired" list is not necessary in the case of a letter carrier working on the employee's own route on one of the employee's regularly scheduled days.*

D. If the voluntary "Overtime Desired" list does not provide sufficient qualified people, qualified full-time regular employees not on the list may be required to work overtime on a rotating basis with the first opportunity assigned to the junior employee.

* * *

ARTICLE 19

HANDBOOKS AND MANUALS

Those parts of all handbooks, manuals, and published regulations of the Postal Service, that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall contain nothing that conflicts with this Agreement, and shall be continued in effect except that the Employer shall have the right to make changes that are not inconsistent with this Agreement and that are fair, reasonable, and equitable. This includes, but is not limited to, the Postal Service Manual and the F-21 Timekeeper's Instructions.

Notice of such proposed changes that directly relate to wages, hours, or working conditions will be furnished to the Unions at the national level at least sixty (60) days prior to issuance. At the request of the Unions, the parties shall meet concerning such changes. If the Unions, after the meeting, believe the proposed changes violate the National Agreement (including this Article), they may then submit the issue to arbitration in accordance with the arbitration procedure within sixty (60) days after receipt of the notice of proposed change. Copies of those parts of all new handbooks, manuals and regulations that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall be furnished the Unions upon issuance.

ARTICLE 41

LETTER CARRIER CRAFT

Provisions of the M-39 Manual, Management of Delivery Services, dated November 15, 1985, considered pertinent to this dispute are as follows (Joint Exhibit No. 4):

243.2 Providing Relief to Routes

.21 Routes of More than 8 Hours. If, after correcting improper practices, a route still shows a total daily time consistently in excess of 8 hours on most days of the week, plan to provide permanent relief by transferring the workload or providing temporary relief on heavy days, as follows:

a. Temporary relief must be provided in the most efficient and economical manner, either by using auxiliary assistance in the office or on the street or by authorizing necessary overtime.

b. Permanent relief may be provided by reducing carrier office or street time. Consider items such as additional segmentations, use of routers, hand-offs, relocating vehicle parking, withdrawal of mail by clerks or mailhandlers, providing

a cart system for accountable items, etc. Where actual transfer of territory is necessary, see 243.23. If a hand-off is the method selected for providing relief on the street, the time value associated with the delivery of the hand-off must be deducted from the route getting relief and transferred to the gaining route.

POSITION OF THE PARTIES

The Position of the Union

It is the position of the Union that the Grievant was improperly required to case bulk business mail on the days in question. The Union contends that since the Grievant's route had previously been adjusted, and since the Grievant was not on the Overtime Desired List (ODL), he should not have been required to perform this work. The Union maintains that curtailed router work must be assigned to ODL or parttime flexible carrier employees, that carriers must not be pivoted except by normal rotation, and that the Grievant should be credited with a pivot opportunity.

The Position of the Employer

The Employer takes the position that even though the Grievant's route was adjusted, this action was taken to reduce carrier office time and does not relieve the carrier from the responsibility for casing third class mail. The Employer contends that in this instance, management properly determined that it was necessary that the Grievant case the bulk business mail, since such mail was still a part of the Grievant's route. The Employer maintains that this decision was made under management's Article 3 authority to determine the means and methods for delivery of the mail.

OPINION

Determinative of this matter, in the considered judgment of the Arbitrator, is whether the Grievant has been relieved of the responsibility of casing bulk business mail (BBM) as a result of an adjustment made to his route by the Employer.

The record submitted reveals that on November 13, 1985, the Grievant's route was inspected and, as a result, it was determined that the route required an average of 10.13 hours per day, varying between a low of 8.14 to a high of 11.3 hours. An adjustment was thereafter made to the route by removing part of the territory and by initiating the use of a router for sixty-five minutes per day. The route thereby lost 7.25 feet of BBM. It is further shown by the record presented that on February 18, a router worked ninety-seven minutes casing nine feet of mail, and that on that day, management curtailed two feet of BBM. As a result of this curtailment, the Grievant was required to case the remaining two feet of BBM on February 19, working overtime to complete the task. Similarly, the record reveals that on February 24, a router worked for seventy-seven minutes, and on February 25, a router worked for ninety-five minutes,

but on both days, since the casing was not complete, the Grievant was required to finish the task. It is this additional work that is the subject of the grievances now before the Arbitrator.

According to the Union, an agreement was reached between the parties in 1987 concerning the assignment of routers (Joint Exhibit No. 7), and this agreement caused much controversy. As part of this agreement, the Union maintains that the sequencing of mail is arranged in such a way so that it is completed in time for the regular carrier to deliver the mail on the following day. On the days in question, however, the router is said by the Union to have failed to sequence the flats, thereby making it necessary for the Grievant to work overtime. Because the Grievant is not on the ODL, the Union contends that management acted in violation of Article 8 of the National Agreement when it required him to work overtime on the three days in question. It is further argued by the Union that, under the terms of Article 8, management should have reverted to the ODL to determine who would work the overtime, or in the alternative, management should have required a parttime flexible to do the work.

The Employer, on the other hand, maintains that when the Grievant's route was adjusted, no part of his route was lost and he, therefore, is responsible for the casing of BBM that the router is unable to complete. Referencing Part 243.2 of the M-39 Manual, the Employer argues that two methods of route adjustment are delineated, namely, reduction of a carrier's office time or transferring part of the carrier's route. According to the Employer, under the former method, the route remains intact, while under the latter method, a portion of the route is lost. Since, with respect to the Grievant's route, a router was assigned to assist in the casing of BBM, the Employer was utilizing the method of reducing the Grievant's office time, but in so doing did not relieve the Grievant from the responsibility for casing BBM.

With specific reference to the BBM casing that the Grievant was required to do on February 19, 24, and 25, 1986, the Employer takes the position that management correctly determined that BBM should have been curtailed. It is further contended by the Employer that when curtailment is required, management has the right, consistent with Article 3 of the National Agreement, to determine whether to assign the work to the carrier or to use the services of a parttime flexible. The Employer maintains that management properly required the Grievant to case the excess BBM on overtime. For the reasons hereinafter given, the Arbitrator is required to disagree.

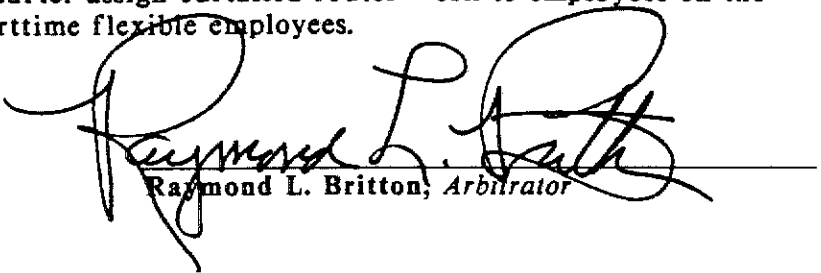
A review of the agreement between the parties with respect to the establishment of router positions (Joint Exhibit No. 7) indicates that the position is bid as a fulltime duty assignment. As viewed by the Arbitrator, when the program was implemented, it was the intention of management that the router would be regularly assigned casing duties but would not deliver the mail; the carrier, on the other hand, would deliver all mail but would only case preferential and time value mail. Under this interpretation, the Employer may be correct in contending that no part of the Grievant's route was lost, but it is incorrect when it contends that a carrier such as the Grievant, who is not on the ODL, can be arbitrarily required to complete the casing of BBM by working undesired

overtime. For in the considered judgment of the Arbitrator, such a requirement would defeat the specific purpose of the route adjustment, namely, reducing the time of the route in question. Moreover, and notwithstanding the contention of the Employer to the contrary, the Arbitrator does not read Part 243 of the M-39 Manual to mean that only through the transfer of a route's territory does a carrier lose a part of the responsibility for the route. Specifically, in this regard, the Arbitrator notes that under Part 243.21, provision is made for either temporary or permanent route relief, and according to paragraph (b) thereof, the use of a router is considered permanent relief. Accordingly, it is the finding of the Arbitrator that on the days in question, management should have reverted to the ODL or utilized the services of a parttime flexible, and only upon finding no other alternative should management have required the Grievant to perform the casing of the BBM.

AWARD

For the reasons given, the grievances are sustained and the Employer directed to credit the Grievant with a pivot opportunity for the three days on which he was required to work overtime, and to hereafter assign curtailed router work to employees on the overtime desired list or to parttime flexible employees.

April 19, 1988



Raymond L. Britton, Arbitrator