

C#13963

NATIONAL ARBITRATION PANEL

In the Matter of the Arbitration)
between) T-6 Interest Arbitration
UNITED STATES POSTAL SERVICE)
-and-)
NATIONAL ASSOCIATION OF LETTER)
CARRIERS)

BEFORE: Richard Mittenthal, Arbitrator

APPEARANCES:

For the Postal Service: Kevin B. Rachel and
Larissa O. Taran
Attorneys
Office of Labor Law

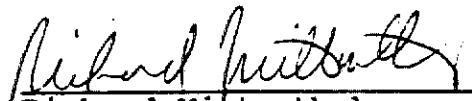
For the NALC: Keith E. Secular
Attorney (Cohen Weiss
& Simon)

Place of Hearing: Washington, D.C.

Date of Hearing: July 21, 1994

Date of Post-Hearing Briefs: August 30, 1994

AWARD:
outlined by the Interest Arbitration Board on
page 60 of its June 12, 1991 Award is adopted.


Richard Mittenthal
Arbitrator

Date of Award: October 26, 1994

BACKGROUND

The Interest Arbitration Award in June 1991 referred NALC's proposal with respect to the manning and work content of a new Delivery Expeditor (T-6) position to a special Task Force. The Award provided further that should the parties fail to reach agreement on this T-6 question, it "will be referred to an arbitrator for final and binding resolution." There was no agreement and NALC has brought the T-6 question back to arbitration. At the hearing on July 21, 1994, the parties agreed on the following statement of the issue:

Whether or not to adopt the NALC's position for the T-6 Delivery Expeditor as outlined by the panel on page 60 of the 6/12/91 Interest Arbitration Award.

This statement means, according to the parties, that the arbitrator must either adopt NALC's view or decline to do so in which event NALC's proposal would no longer be a matter for consideration under the June 1991 Award.

In 1961, the Post Office Department developed a Carrier Technician (T-6) position description which was reviewed and approved by the Civil Service Commission. A Carrier Technician was to be in pay level 6 as contrasted to a regular Carrier who was in pay level 5. He is the "principal carrier for a designated group of not less than 5 letter routes." He handles the routes of the other five Carriers on their off days and he performs the following other duties as well according to his position description:

(B) Observes and notes conditions of the route while making deliveries.

(C) Instructs new carriers in his group on office and street duties and responsibilities. Indicates best techniques for prompt, efficient and safe serving of the route.

(D) Observes the coverage of routes in his group during vacation periods and on occasions of multiple absences and reports his findings to the supervisor in charge.

(E) Works with carriers in his group on improving delivery service and obtaining cooperation from patrons.

Also in 1961, President Kennedy signed an Executive Order requiring the Post Office Department to engage in collective bargaining with postal unions on various subjects. In 1962, the Department and NALC agreed that letter carriers in each delivery unit should vote on whether or not they wanted a T-6 program. Roughly one-half of the postal facilities chose the T-6 program; the other half rejected it. A short time later, in 1962, the Department began placing Carriers in the T-6 position in those facilities which voted for it.

The T-6 program had several purposes. Management hoped to provide career advancement opportunity for senior Carriers, to reward carriers willing to assume additional responsibility, to upgrade customer service, and to improve the efficiency of the delivery operation. In 1972, the newly organized Postal Service made a study of the T-6 program. Management found the results of the study very disappointing. It did not believe it was securing the benefits it sought when it established the program. It proposed that the program be discontinued, that the T-6 position be eliminated. NALC objected. The parties resolved their differences in a September 1992 Memorandum of Understanding which called for the continuation of the T-6 program where it existed but made clear it would not be extended to other offices. Later, in the 1973 national negotiations, the parties agreed that the Postal Service "may institute the T-6 program in those offices in which the program has not been implemented..." These words were written into Article 41, Section 3D and have remained in the National Agreement since then. Over the years, Management has chosen on occasion to expand the T-6 program to other offices.

It should be emphasized that in locations which had no T-6 program but had five or more routes, Management employed Utility Carriers, pay level 5, to handle the routes of other Carriers on their days off. This position, however, does not require the Utility Carrier to instruct new carriers, to observe and report route conditions, and to work with others to improve service. In all other respects, however, it is the same as the T-6 Carrier Technician.

One of NALC's proposals in the 1990 national negotiations dealt with the T-6 program. It urged that this program be placed in effect in all offices, involving five or more routes, where it did not exist. There were then approximately 14,000 T-6 Carrier Technicians and 17,500 Utility Carriers. NALC asked that all Utility Carriers be

converted to the T-6 position. It urged further that certain extra duties then performed by supervision, duties essentially administrative in nature, be added to the T-6 position which would become known as the Delivery Expeditor. Specifically, it suggested that the T-6, along with any other T-6s in a given office, "schedule...auxiliary assistance, annual leave and holiday work" and also "authorize...overtime and curtailment of mail." The Postal Service resisted this proposal for a variety of reasons. Its initial concern was that duties added to the T-6 would mean more working time and hence substantial extra cost that would not likely be recouped by any reduction in supervisory hours.

Because the parties could not reach agreement on the T-6 issue, the matter was presented to the Interest Arbitration Board. NALC's argument, as summarized in the Award, was that the T-6 position could be expanded by adding work then being performed by supervision and that all Utility Carriers, pay level 5, should be placed in the T-6 position. It believed that such an arrangement would enhance "the concept of self-management." The Postal Service's argument, as summarized in the Award, was that the original concept of the T-6 as "group leader" had "eroded over time" with T-6 vacancies often being filled by junior employees. It noted that these and other issues had not been addressed by NALC's proposal and required "additional study."

The Interest Arbitration Award stated at pages 60 and 61:

The Panel concludes that the proposal has merit, and refers this issue to a special Task Force to study expansion of the T-6 program and ways of developing the potential of the position's leadership role in a more participative environment in delivery units, taking into account all relevant considerations. In the event that the Task Force cannot resolve all issues related to the expanded T-6 program within sixty days from the date of this Award, the matter will be referred to an arbitrator for final and binding resolution.

A Task Force was promptly formed. From the very inception of its discussions, there was disagreement as to the impact of the Award. The Postal Service representatives made clear that Management was unwilling to convert all

Utility Carriers to T-6 positions. They later explained that "one or two" such conversions "in reasonably sized delivery units would suffice." NALC's representatives insisted, on the other hand, that all Utility Carriers be upgraded to T-6 positions. The parties did waive the 60-day time limit on their deliberations. They appointed a subcommittee, three people from the Postal Service and two from NALC, to study the question of what additional duties could be performed by an expanded T-6 position. That subcommittee established its own ground rules including an interview worksheet. Nine postal facilities were visited in three different regions of the country. Interviews were conducted with line supervisors, station and branch managers, post-masters, and T-6 Carriers.

The subcommittee issued its report in August 1992. It identified "potential duties that could be performed by T-6 Delivery Expeditors", the title of the enlarged position recommended by NALC. Those duties were: (1) "daily [measuring and] recording of linear mail volumes", (2) "recommending the need for overtime, auxiliary assistance or pivoting", (3) "administering the overtime desired list", (4) "entering data the DSIS [Decision Support Information System]", (5) "CLASS program maintenance", and (6) "administering the scheduling of letter carriers on holidays." The advantages and disadvantages of incorporating such work in the T-6 position were also discussed. In addition, the report dealt with a wide variety of practical problems that were likely to arise if NALC's proposal was adopted.

The subcommittee's "conclusion", approved by Postal Service and NALC representatives, was as follows:

The great majority of both craft and management personnel interviewed were of the opinion that the T-6 Delivery Expeditor concept had merit and could potentially benefit both parties. The members of [the] subcommittee concur in this conclusion and suggest further exploration of the tasks and issues identified in this report.

This report was issued in August 1992. The next meeting of the Task Force did not occur until November 1993. By then, there had been a substantial change in the Management members of the Task Force. But Management continued to oppose the notion of converting all Utility Carriers to an enhanced T-6 position. Management suggested instead a pilot program to see whether the enhanced T-6

position would in fact have a beneficial effect on postal operations. NALC rejected this idea and continued to insist on the conversion of all Utility Carriers. Later meetings were scheduled but were not held for reasons not relevant to this dispute.

DISCUSSION AND FINDINGS

The parties have posed the issue in such a way as to leave the arbitrator with just two choices. I must either accept or reject the NALC proposal set forth on page 60 of the Interest Arbitration Award. The proposal involved two separate requests, that the T-6 position be enhanced by the addition of certain duties and responsibilities presently being handled by supervision and that all Utility Carriers be converted to this enhanced T-6 position. The present incumbents of the T-6 would presumably also be placed in the enhanced T-6 position. There is no middle ground, for instance, enlarging the T-6 position but rejecting the conversion of Utility Carriers. Both NALC requests must be granted or denied.

For the following reasons, NALC appears to have a more compelling argument.

First, the Interest Arbitration Board ruled that "the [NALC] proposal has merit..." and remanded the matter to a Task Force. The parties disagree on the significance of this ruling. The Postal Service suggests that the Board was merely saying that NALC's proposal had some value as a general proposition and therefore warranted further consideration. It insists the Board did not embrace the proposal but chose instead to postpone any final ruling on its merits until such time as the Task Force proved unable to find a solution to the question.

This view, however, gives the Board's words an unduly restrictive meaning. The Board decision plainly contemplated "expansion of the T-6 program." It recognized that there were different means of realizing this goal. Hence, it established a Task Force to find a mutually acceptable means of achieving this "expansion" and resolving the many issues "related to the expanded T-6 project." The Board's words expressed a truly sympathetic attitude toward what NALC was seeking. But they did not bar consideration of the merits of NALC's proposal in the event the Task Force did not produce mutual agreement.

Second, one portion of NALC's proposal was to expand the T-6 position through the addition of certain duties and responsibilities customarily performed by supervision. The Task Force subcommittee studied this matter in detail. Its report concluded that the "great majority" of those interviewed, Management and Carriers alike, believed that an expanded T-6 position "had merit." The subcommittee members, Management and NALC representatives alike, "concur[red] in this conclusion..." notwithstanding the many implementation problems they could foresee. The subcommittee believed that the T-6 position could be enlarged in a manner similar to what NALC had urged and that this "could potentially benefit both parties." In short, at least one of the two points in NALC's proposal was acceptable in a general way to the very Management people who were asked to consider the question.

Third, as Board Chairman in the interest arbitration case, I had occasion to note on pages 19 and 20 of the Award the benefits to be realized from the kind of enhancement proposed by NALC in this case. I asserted:

Furthermore, one cannot ignore the shared interest of supervision and employees alike in finding better ways of doing postal work. There is in every workplace an enormous amount of employee energy and imagination waiting to be tapped. There is in every workplace a need for higher levels of cooperation. One way of achieving these goals is to free workers from the bonds of close supervision and the heavy hand of tradition. How such changes can be made, how they can be translated into more individual responsibility and greater efficiency, how such improvements can in turn be transformed into money benefits, are matters for the parties to discuss...

NALC's proposal is consistent with the goals I mentioned and with the parties' interest in encouraging Carriers through T-6 leadership to work in an ever more independent and efficient fashion.

Fourth, Management insists that the T-6 program, as presently constituted, "has failed to live up to its expectations." Many Carriers voted against introducing the program in their delivery unit at the time the program was initially proposed by the Postal Service. Even in those locations where Carriers voted for the program, the senior

people often chose not to bid for the T-6 position. They selected instead the so-called "plum routes" which were less demanding physically and which promised a larger money benefit during the holiday season. This meant that junior people often filled the T-6 position. And senior Carriers often had little interest in taking directions from a junior Carrier. Consequently, such junior Carriers sometimes ended up not performing the T-6 work which distinguished their position from that of the Utility Carrier.

To begin with, the vote on the T-6 program took place in 1962, more than thirty years ago. The evidence fails to demonstrate that the disinterest in the program then exhibited by many Carriers is still widespread today. There obviously were problems with the T-6 program. But it may well be that some of these difficulties were attributable to supervision. Surely, T-6 Carriers could have been compelled by supervision to perform the full scope of their position. Surely, senior Carriers could have been compelled by supervision to cooperate with and take direction from the junior Carrier. Perhaps Management could have sought to educate senior Carriers better as to the importance of the T-6 program and its potential for creating a more independent and efficient Carrier force. The point is that the shortcomings of the program in the past do not appear to have been irremediable. The failure to make the best possible use of the program may simply have been the product of a failure to design and implement the program properly.

One other matter should be emphasized here. The Postal Service was not as disillusioned with the T-6 program as it would now have the arbitrator believe. In 1973, ten years after the program had begun, Management sought and won a provision in the National Agreement confirming its right to "institute the T-6 program in those offices in which the program has not been implemented..." Had the program been the kind of terrible failure Management now suggests, it would hardly have placed such a clause in the National Agreement. And, equally important, Management did invoke this clause on occasion over the years to institute the program in delivery units that did not have it.

Fifth, Management evidently conceded in the Task Force discussions, perhaps at other times as well, that it was willing to convert "one or two" Utility Carriers to the T-6 position "in reasonably signed delivery units..." It insisted, however, that it would go no further. What this concession would mean in terms of an increase in the T-6 population is impossible to say. But it is significant that

Management itself was prepared to expand the number of T-6 positions beyond the approximately 14,000 such positions that existed as of the time the 1990 contract negotiations began.

Sixth, it is worth noting that the Postal Service had no objection in 1962 to all delivery units having one T-6 position for each "designated group of not less than five letter routes." It was NALC apparently that wanted the matter put to a vote. Carriers who voted then for the T-6 program got a T-6 position in their delivery unit. Carriers who voted against the program got a Utility Carrier. This situation continues to the present day even though it is highly questionable whether Carriers today would reject the T-6 program in such large numbers. Most Carriers now, assuming the Task Force subcommittee's findings are representative of Carrier sentiment, welcome additional responsibility and an opportunity for advancement. The present arrangements with respect to the T-6 position are largely the result of choices made by an earlier generation of Carriers whose attitudes and aspirations are, I suspect, quite different from those of the present generation of Carriers.

Seventh, as explained earlier, both the Board and the Task Force subcommittee found "merit" in NALC's proposal to expand the T-6 position to include certain work presently done by supervision. Such a change must be viewed in conjunction with administrative duties already a part of the T-6 position, namely, observing and reporting on route conditions, instructing new Carriers, and working with Carriers to improve delivery service. Assuming Management insists on T-6 Carriers performing all of this work as necessary and further insists on other Carriers cooperating with the T-6s, the result should be far more leadership and independence within a delivery unit. That should benefit employees and Management alike. There is no compelling reason why these arrangements should apply only to those who currently hold the T-6 position. Utility Carriers function in essentially the same environment. Their delivery units would profit from these changes in the same way as T-6 delivery units. When the Board said the NALC proposal had "merit", it plainly was referring not just to enhancement of the T-6 position's work content but also to conversion of all Utility Carriers to the T-6 position.

Eighth, Management's objection to this conversion is based on its belief that NALC's proposal would not make for "a more efficiently and effectively run postal service."

This conjecture is prompted by a conviction that the T-6 program has not worked well in the past. One of the reasons for this, however, is that supervision has not really enforced the program in the manner in which it was originally intended. Had it been effectively enforced, perhaps the program would have been successful. NALC should of course also participate in the education of its membership to the need for full cooperation in realizing the leadership and efficiency potential in this enhanced T-6 program.

There are arguments on the other side of this issue as well. On balance, however, NALC appears to have the stronger case.

AWARD

NALC's position as outlined by the Interest Arbitration Board on page 60 of its June 12, 1991 Award is adopted.



Richard Mittenthal
Richard Mittenthal, Arbitrator