

C# 09998

Regular Arbitration Panel

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In The Matter of Arbitration * Class Action Grievance
* Between * Post Office: Laramie, WY
* United States Postal Service * USPS Case No.: C7N-4U-C 8129
* and * NALC Case No.: 21-463-88C
* National Association of *
* Letter Carriers, AFL-CIO *

Before: Linda DiLeone Klein

Appearances

For the Postal Service: Michael D. Beauchamp

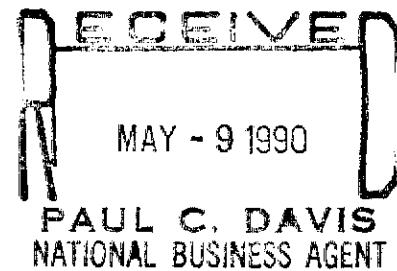
For the Union: Al Sant

Place of Hearing: Laramie, Wyoming

Date of Hearing: April 10, 1990

Award: The grievance is denied.

Date of Award: May 7 1990



Linda DiLeone Klein
LINDA DILEONE KLEIN

I S S U E

Did the Postal Service violate the National Agreement by abolishing the Vehicle Operations-Maintenance Assistant position? If so, what shall the remedy be?

O P I N I O N

In February 1978, the Postal Service posted a notice of vacancy for the Vehicle Operations Maintenance Assistant (VOMA) position. This was a level 6 job which was open to clerks, carriers, special delivery messengers and maintenance craft employees. The successful bidder was William Flieder, a letter carrier; the Union stated that the position then belonged to the craft from which the successful applicant came.

Pursuant to the posting, the occupant of the VOMA position performed the following duties; 1) conducted the vehicle operations program and maintenance functions; 2) mail processing duties as assigned; 3) safety officer; 4) driver training officer; 5) set postage meters; 6) accountable mail; 7) mark-up mail; and 8) other duties as assigned. According to the notice of vacancy, scheme knowledge and financial responsibility were associated with the job.

Mr. Flieder held this position until May 7, 1988 when he was assigned back to the position of City Carrier, Level-5. Mr. Flieder was advised of this change by Management in a letter dated April 22, 1988. In pertinent part, the letter advised Mr. Flieder that his "position as Vehicle Operations Maintenance Assistant, PS-6, is being abolished. There is not enough work to warrant a full-time position of forty hours per week."

Also on April 22, 1988, Management posted a notice of vacancy to all regular clerks for a Distribution Clerk, PS Level 5 position which included the following duties: 1) carrier accountable cart; 2) registry dispatch; 3) mark-up mail; 4) bulk mail; 5) postage meters; and 6) completion and submission of vehicle maintenance reports.

On May 6, 1988, the Union initiated a class action grievance to protest the abolishment of the VOMA, Level 6 position.

The Union claims that Management acted improperly by taking a Level 6 multi-craft position, reducing it to a Level 5 position, and eliminating any chance for a letter carrier to hold said job.

The Union claims further that a comparison of the 1978 job posting with the 1988 job posting shows that the duties of the 1978 VOMA position exist in significant portion and are substantially the same as those listed in the Clerk, Level 5 posting of 1988.

The VOMA job as it existed from 1978 to 1988 included duties other than those specifically set forth in the VOMA position description. Likewise, the 1988 posting included certain clerical work. The Union contends that the old and new postings both anticipated the inclusion of numerous duties other than those listed in the VOMA job description. The Union contends further that the important factor in this case is that there is no significant difference between the jobs. The Union submits that Management had no justifiable reason to abolish the VOMA job and repost similar duties as a lower level clerk position. Furthermore, at no time prior to the 1988 posting did Management advise Mr. Flieder that there was less than forty hours work

for his position. Absent a valid reason for abolishing the VOMA job, the Union maintains that Management acted improperly.

As it relates to Management's argument that the VOMA job was abolished in order to enhance the efficiency of postal operations, the Union asserts that efficiency by itself is not a sufficient or permissible reason to violate the contract.

The Union insists that it has sustained the burden of proof in this matter, consequently the burden now shifts to Management to show that its decision was warranted; the Union contends, however, that Management failed to show justification for the abolishment.

As a remedy, the Union asks that the job be reposted as a Level 6 position open to all crafts.

The Postal Service contends that no violation of the labor agreement exists here and asks that the grievance be denied.

Arbitrators generally recognize the right of Management to abolish a job when justification exists for doing so. After reviewing the evidence presented here, the Arbitrator finds that Management had a justifiable reason for abolishing the VOMA position in Laramie.

While it is true that Laramie has the fifteen postal vehicles necessary to authorize the VOMA position, the fact remains that there is not forty hours of VOMA work per week, as shown by the testimony of the Clerk who presently occupies the new job. The Clerk testified that he performs VOMA work for approximately four to five hours per week, except during the week when vehicle reports are done. The Clerk also testified that VOMA duties are not performed by any other bargaining unit employee in Laramie. As it relates to VOMA work, the Clerk stated that he orders parts, verifies that maintenance work has been

done, handles repair tags, renews drivers licenses and ensures that vehicles are running on cold mornings.

The Clerk stated further that he is qualified to train drivers and give road tests, however, he testified that most of the training is done in Cheyenne. He only investigates vehicle accidents when the Supervisor is not available, and he does not make street observations to see if vehicles are driven properly and safely. These duties are listed in the VOMA job description, yet they are not part of his routine.

As it pertains to the VOMA position description, there was no evidence to show that the job as posted in April 1988 requires the performance of core VOMA duties for a significant portion of the work week. There was no evidence to show that the occupant of the new Clerk position solicits bids for contract vehicles, analyzes and makes recommendations on requests for assignments of vehicles and additional vehicle service, makes a continuing analysis of all schedules of vehicle operations, or solicits bids from reputable local firms for automotive repair, etc. There was, however, evidence to show that the occupant of the new Clerk position handles NIXIE mail and collects postage due and COD monies from carriers; he performs other clerical duties as well.

Nowhere in the VOMA standard position description is there reference to accountable mail, registry dispatch, bulk mail or mark-up mail. Yet, these duties are listed in the 1988 notice of vacancy, and some of the same duties were listed in the 1978 posting. It appears to the Arbitrator that in 1978, Management added numerous clerical duties to the VOMA position and then, in 1988, decided to

change the job title to reflect the work which was actually being performed.

In its closing statement, Management alluded to the possibility that the Postal Service may have been deficient in 1978 by posting the VOMA position for bid in the first place. A careful review of the 1978 VOMA notice of vacancy shows that there were a significant number of clerical duties set forth therein.

If one looks only at the postings, it would seem that the Union should prevail here due to the similarity in duties, however, the Arbitrator is required to also consider the VOMA standard position description. When comparing the postings with that job description, it becomes apparent that neither posting accurately describes a VOMA job. In 1988, the Postal Service took appropriate action to correct the situation; there was a justifiable reason for abolishing the VOMA position and reposting the duties to represent the functions actually performed.

The evidence establishes that the 1978 posting did not encompass forty hours of VOMA work as per the VOMA job description; the evidence also establishes that the 1988 posting did not include forty hours of actual VOMA work. While the two postings may have contained similar responsibilities, the fact remains that the functions listed were not significantly VOMA functions.

Management acted in accordance with the rights granted under Article 3; based upon the need for efficiency, the Level 6 VOMA position was abolished, and the new Level 5 Clerk position was posted to more appropriately classify the job.

The Arbitrator finds that Management did not violate
the National Agreement in this case.

A W A R D

The grievance is denied.

Linda Di Leone Klein
LINDA DILEONE KLEIN

Dated this 1st day of May 1990
Cleveland, Ohio