

REGULAR ARBITRATION PANEL

C#09768

In the Matter of the Arbitration	Grievant:	Class Action
between	Post Office:	Boston, Ma.
UNITED STATES POSTAL SERVICE	Case No:	N7N-1E-C25035
and	NALC No:	89-306N
NATIONAL ASSOCIATION OF LETTER CARRIERS	GTS No:	5925

BEFORE: Thomas J. Germano, Arbitrator

APPEARANCES:

For the U.S. Postal Service: John P. Brunelli

For the Union: Frederick J. Celeste, Sr.

Place of Hearing: GMF Room 4005, Boston, Massachusetts

Date of Hearing: January 25, 1990

AWARD: Carriers at the Wellesley Post Office shall be paid at the Straight-time hourly rate, an amount equal to the number of hours of router assistance for which their routes qualified but did not receive beginning October 1, 1989

Date of Award: February 17, 1990



Thomas J. Germano, Arbitrator

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Pursuant to the terms of the Collective Bargaining Agreement between the United States Postal Service ("Postal Service") and the American Postal Workers Union ("Union"), the undersigned has been duly designated to hear and render a final and binding award concerning the immediate issue in dispute between the Parties.

A hearing was held on January 25, 1990, at the postal facility GMF Room 4005, Boston, Massachusetts. At that time the Parties were accorded a full and fair opportunity to present witnesses, documentary evidence and oral argument in support of their respective positions.

ISSUE

Did the Postal Service violate the Collective Bargaining Agreement in the way router assistance was provided in the Wellesley Hills Post Office. If so, what shall the appropriate remedy be?

BACKGROUND OF THE CASE

A route review was conducted in the Wellesley Hills Post Office from September - October, 1987. As a result of this review, 3 1/2 router positions were established. The 1/2 position was added to route 84. In total, four full-time positions were created.

These positions, as created, were based on fixed days off which did not allow for assistance on the sixth day (Saturday).

The Union filed a grievance alleging a violation of Article 15 and 19 of the National Agreement in that Management improperly failed to provide router assistance on all days the routes are carried. As a remedy the Union requested that all routes be covered and that the letter carriers be paid a sum of money equal to each carrier's adjustment from March 1988.

On September 14, 1989, the Postal Service granted the grievance but denied the remedy stating: "Router assistance will be provided on all days the routes are carried. The request for a monetary award dating back to March, 1988 is denied".

The Union continued to process the grievance in the hope of attaining the requested monetary remedy.

DISCUSSION AND ANALYSIS

There are a number of ancilliary issues raised in this case. One involves the original router assignments which were assigned fixed days off of Saturday and Sunday. This apparent violation of the Local Agreement was eventually rectified with the router assignments given Sunday and a rotating day off.

Another question concerns Management's argument that it is up to the Supervisor to determine if, "A level 5 replacement router may be utilized where practical to cover the nonscheduled days of other router assignments: (National Agreement p.216, 217 Memorandum Dated: July 21, 1987).

While it is true that this decision is Management's providing it is consistent with all other provisions of the National and Local Agreements, in the case of the Wellesley Hills Post Office, Management has obviously decided that: "Router assistance will be provided on all days the routes are carried". (September 14, 1989 letter from B. Winsloe, USPS Labor Relations Specialist to John Marco, National Business Agent, NALC).

The discussions concerning whether or not the sixth day should be covered with inference that Saturday was the sixth day is rendered moot by this letter which excludes no day for assistance. Further, during the hearing it was established that any day could be the sixth day.

The final question to be addressed concerns the Union's requested remedy.

There was sufficient evidence and testimony presented to convince one that both Parties were partially responsible for the delay in adjusting the days off schedule of the routers which, in turn, may have postponed that ultimate decision concerning the assistance provided to these assignments. However, utilizing the Postal Service Advocate's own argument, "It is also basic, Mr. Arbitrator, that when two parties agree to the creation of new jobs, their days off, and the coverage given to these jobs that one of these parties cannot demand payment for the past mistake by both parties", one finds only the Postal Service responsible for the delay in implementing its own decision, dated September 14, 1989, which provided assistance to routers. It was not until January, 1990 that the routers actually

received the agreed upon assistance. Even allowing two weeks for the implementation of this determination, the conclusion is that certainly by October 1, 1989 assistance should have been provided to the routers.

Based on the foregoing and after reviewing all of the evidence presented in this case the following Award is rendered:

AWARD

Carriers in the Wellesley Hills Post Office shall be paid at the straight-time hourly rate, an amount equal to the number of hours of router assistance for which their routes qualified but did not receive beginning October 1, 1989.

Dated: February 17, 1990



Thomas J. Germano, Arbitrator