

C#09459

REGULAR ARBITRATION PANEL

In the Matter of the Arbitration

between

UNITED STATES POSTAL SERVICE

and

NATIONAL ASSOCIATION OF LETTER
CARRIERS, AFL-CIO

B. R. SKELTON, ARBITRATOR

APPEARANCES:

For the U.S. Postal Service:

Bobby Kennedy

For the Union:

Jeannie Beach

Place of the Hearing:

Dallas, TX

Date of the Hearing:

September 20, 1989

AWARD:

The Postal Service did not violate the Agreement in the manner in which routes were adjusted after the October 1987 inspection. The grievance is denied.

Date of the Award:



B. R. Skelton, Arbitrator

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JOE Z. ROMERO
NATIONAL BUSINESS AGENT
N.A.L.C.
DALLAS REGION #10

STATEMENT OF THE CASE

On January 11, 1988, a grievance was filed by the Union contending that during October, 1987, routes at the Ennis, TX Post Office were inspected but as of the date of the grievance, these routes had not been adjusted. The grievance sought as remedy the immediate adjustment of the routes.

This grievance remained unresolved in the earlier steps of the grievance procedure and is now the subject of this arbitration.

ISSUE

Did the Postal Service violate the National Agreement in the manner in which routes were adjusted after the October 1987 inspection? If so, what shall the remedy be?

POSITION OF THE UNION

The Union makes the following contentions and allegations in support of its position that the grievance should be sustained:

1. During October 1987 the carrier routes in the Ennis, TX Post Office were inspected and the routes exceeded eight hours.
2. The Postal Service did not cut the routes or provide a full time route position.
3. The failure to make permanent adjustments in the routes violated the M-39, and, therefore, the National Agreement.

Because the Postal Service failed to adjust the carrier routes in Ennis, TX after inspection, the grievance should be sustained and the Postal Service ordered to adjust the routes in accordance with the M-39 handbook immediately.

POSITION OF THE POSTAL SERVICE

The Postal Service makes the following contentions and allegations in support of its position that the grievance should be denied:

1. The route inspection was an interim inspection to monitor and maintain performance.
2. There is no requirement that permanent adjustments to routes be made based on interim inspections.
3. The route inspection was not one requested by one or two carriers; all routes were inspected.

4. Routes cannot be adjusted for unsatisfactory performance.
5. No permanent changes in routes were authorized because street performance was too inconsistent to warrant change.
6. Inspection records suggested that the carriers on some of the routes were "stretching" or "extending" street time.
7. The requested remedy is for the routes to be adjusted. Adjustments have already been made, even though none were required from an interim inspection.

DISCUSSION AND OPINION

During the period beginning October 14, 1987, carrier routes in the Ennis Post Office were inspected. The inspection was a four day inspection, not six days. All routes were inspected. This is known as an interim inspection.

Interim inspections are for the purpose of monitoring routes and carrier performance so that interim adjustments to routes can be made when there is justification. An added benefit is that interim inspections and adjustments tend to decrease the necessity for full six day counts and inspections.

The sole Union witness contended that the inspection at Ennis was a special requested inspection by at least two carriers. His testimony was that he saw two carriers present their requests in writing to their supervisor, but there was no documentary evidence to support this testimony.

Neither does what happened support his testimony. When a carrier(s) requests an inspection, the inspection is a full count and inspection, not a four day interim inspection as at Ennis. In addition, for a carrier requested inspection all routes are not inspected, as they were at Ennis.

The record evidence, supported by the testimony of two Postal Service witnesses, refutes the Union witness' testimony. It must be concluded, therefore, that the four day inspection of all routes in the Ennis Post Office was an interim inspection for the purpose to monitor the routes and maintain performance on those routes.

The Union seeks as a remedy that the routes be adjusted immediately. The Step 2 decision by the Postmaster states that the routes either had been or would be adjusted. The adjustments were as follows:

"Route 1901 - Carrier street performance is inconsistent and needs to be improved." Documentary evidence supports this conclusion and management testimony was that the street performance was too inconsistent to warrant permanent adjustment. Inconsistency must be eliminated before any required adjustment can be made.

"Route 1902 does not need adjustment." The Union did not dispute this conclusion.

"Route 1904 need(s) to be adjusted due to the number of boxes and miles of street territory. On 3/19/88 route #1904 will be adjusted by approximately two (2) hours."

"Route # 1903/1905/1906 overtime is caused by the 'PM' casing of BBM mail and causing their PM office time to be extended into overtime.... Route assistance will be given as needed which should eliminate overtime PM casing and should also get the carrier out on the street at scheduled leaving time."

"Route #1907 actually will gain approximately two (2) hours from Route #1904. Also 1907 will delete special delivery, relays and parcel post."

So, with the exception of Route #1902, adjustments were made to all the routes. The Union requested adjustments as a remedy. The Union got adjustments. So where is the grievance?

The adjustments may not be the adjustments sought by the Union. The Union wanted permanent "cuts" in routes or a full-time router position. But, the adjustments made are consistent with the National Agreement and handbooks.

The M-39, at 243.21 provides for temporary relief "If after correcting improper practices (emphasis added), a route still shows a total daily time consistently in excess of eight (8) hours on most days of the week, plan to provide permanent relief by transferring the workload or providing temporary relief on heavy days...." This section goes on to state that the temporary relief provided must be in the most efficient and economical manner, either by using auxiliary assistance in the office or on the street or by authorizing necessary overtime.

The Postmaster's Step 2 decision states that "...city route #1904 is to be adjusted on 3/19/88. Remaining routes to be given router assistance as needed." This is consistent with the M-39 Handbook because it is Management's responsibility to determine the most efficient and economical way to provide relief on routes that exceed the eight (8) hour norm. This can be done with router assistance as needed.

The Union cannot require the Postal Service to change schemes or territory permanently as a result of an interim inspection. Postal management made temporary adjustments to routes as a result of the inspection to provide permanent relief. This is consistent with the M-39 and does not violate the Agreement.