

REGULAR ARBITRATION PANEL

C #10493

In the Matter of the Arbitration
between

UNITED STATES POSTAL SERVICE
and
NATIONAL ASSOCIATION OF
LETTER CARRIERS

Grievant: Class Action
Post Office: GMF, Boston
Case No: N7N-1E-C 30300
GTS #: 6763

Before Herbert L. Marx, Jr.

Arbitrator

Appearances:

For US Postal Service

Ronald K. Fredey, Manager, Labor Relations

For Union:

Frederick J. Celeste, Sr., Advocate

Date of Hearing: November 21, 1990

Place of Hearing: GMF, Boston

Award: To the degree provided in the Opinion, the Postal Service violated the National Agreement in its handling of Routers in Wellesley Hills in December 1989 and January 1990. The proper remedy is as provided in the Opinion.

Date of Award: December 19, 1990

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O P I N I O N

The United States Postal Service and the National Association of Letter Carriers agreed that the issue to be resolved by the Arbitrator is as follows:

Did the Postal Service violate the National Agreement in its handling of Routers in Wellesley Hills in December 1989 and January 1990? If so, what shall be the remedy?

Following a route review conducted in the Wellesley Hills Postal Station in September-October 1989, four full-time Router positions were established. A dispute as to one aspect of these positions led to an arbitration decision on February 17, 1990 by Arbitrator Thomas J. Germano (Case No. N7N-1E-C 25035, GTS No. 5925). At issue here is a subsequent grievance in which the Union alleges that three Routers were directed to perform duties outside the description of Router, at times when there allegedly was Router work available. A further aspect of this grievance is that, according to the Union, Letter Carriers, to whom Routers were assigned, worked overtime on days when Routers were directed to perform other work, including some delivery duty.

In particular, the Union claims that such alleged diversion in December 1989 and January 1990 amounted to the following number of hours:

Peter Salvi -- 121.5 hours
James Milan -- 110 hours
Pam Kiriagi -- 82 hours

The non-Router duties specified by the Union as being assigned to the Routers was to "perform street duties, deliver parcel post, do Express mail, pick up trucks, etc." The Union relies on Article 41.1.C.4 of the National Agreement, which reads as follows:

4. The successful bidder shall work the duty assignment as posted. Unanticipated circumstances may require a temporary change in assignment. . . .

In addition, the Memorandum of Understanding dated July 21, 1987 states in pertinent part as follows:

Re: Router, Carrier Craft

1. Router is a level 5 city letter carrier assignment.

2. Router duties consist of casing, routing and sequencing of mail for a specific group of routes. Assignments may include specific street duties as reflected in the assignment posting.

3. Router assignments shall be formed and bid as full-time duty assignments. Part-time router work assignments may be utilized consistent with 4 below.

4. The number of full-time router assignments shall be determined consistent with Article 7, Section 3 of the National Agreement.

5. The notice inviting bids shall include a listing of routes for which router's duties will be performed by the posted assignment.

6. A router may be temporarily moved from his/her bid assignment only in "unanticipated circumstances" pursuant to the provisions of Article 41, Section 1.C.4. of the National Agreement.

7. A level 5 replacement router may be utilized where practical to cover the nonscheduled days of other router assignments.

In implementation of the Memorandum of Understanding, there is an internal Postal Service Memorandum, undated but apparently issued in October 1988, which states in part as follows:

A router must be treated like any city delivery letter carrier who bids on a specific route, and must not be moved around like a part-time flexible, or any other unassigned employee. Therefore, in day-to-day management, routers must be kept on their bid assignment and not moved off the routes in the bid description unless there is an undertime situation, or in "unanticipated circumstances". This is not only a contractual obligation, but also a good management practice. For further explanation, see Article 41, Section 1.C.4 of the National Agreement.

Thus, the primary concern of the Union is that Routers at Wellesley Hills were diverted from Router duties at times when, according to the Union, there was work available within their stated assignment.

The Postal Service argues that using Routers for other work is within its contractual authority and is done to fill out regular work days when Router work was not required. In particular, the Postal Service contends that it must be the judge when mail is to be routed and that mail is not required to be routed until it is ready for delivery.

The Postal Service refers to Article 3, Management Rights, providing "the exclusive right" to "direct employees. . . in the performance of official duties". In furtherance of this, the Postal Service points to Article 7.2.B, which reads as follows:

B. In the event of insufficient work on any particular day or days in a full-time or part-time employee's own scheduled assignment, management may assign the employee to any available work in the same wage level for which the employee is qualified, consistent with the employee's knowledge and experience, in order to maintain the number of work hours of the employee's basic work schedule.

At the hearing, the Union was prepared to provide the Arbitrator with full details of the work assigned to Routers during the period covered by the grievance, as well as information in reference to overtime worked by Letter Carriers on the same dates.

Article 41.1.C.4 clearly requires that employees in bid positions "shall work the duty assignment as posted". The regular assignment of other duties when work in the position is available is not sanctioned by the National Agreement. However, this does not prohibit the Postal Service from determining when routing duties are required to be performed. Specifically, as testified by the Postal Station Manager, "uncommitted" mail does not require immediate routing (or delivery) simply because it is available in the Station.

Thus, the use of Routers on other than routing assignments is warranted under the Agreement if it is performed as a means of providing Routers with work for part of their regularly scheduled tour.

On the other hand, the Union claims that there were occasions when Routers were so diverted and the Carriers to whom they were assigned were retained on overtime beyond their

regular tours to perform work normally assigned to Routers. To the extent that records show this to be the case, Routers were obviously denied the right to remain on their bid assignments. This is a right spelled out in the Agreement, as well as in the Postal Service's own interpretation, as quoted above.

As a result, the Arbitrator will find that, in reference to the specific hours cited on behalf of each of the Routers, remedy is applicable where such work occurred on days when the respective Letter Carrier was retained on overtime. However, the Union's request for pay at the overtime rate is denied, since there is no showing that Routers would have worked overtime even if confined to their regular assignments. The Award will direct pay at the straight-time rate for those hours as described above.

If at this time it is found to be overly difficult to reconstruct the records to determine when Letter Carrier overtime was worked, then the Arbitrator will direct, as a practical solution, to pay each Router one-half of the hours claimed in the grievance.

A W A R D

To the degree provided in the Opinion, the Postal Service violated the National Agreement in its handling of

Routers in Wellesley Hills in December 1989 and January 1990.

The proper remedy is as provided in the Opinion.

Herbert Marx

HERBERT L. MARX, JR., Arbitrator

STATE OF NEW YORK)
)
 ss.:
COUNTY OF NEW YORK)

On this 19th day of December, 1990, before me personally came and appeared HERBERT L. MARX, JR., to me known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

Eleanor C. Puleo

ELEANOR C. PULEO
NOTARY PUBLIC, State of New York
No. 31-4730237

Qualified in New York County
Commission Expires May 31, 1992