

C#05654

In the Matter of }
UNITED STATES POSTAL SERVICE }
AND }
NATIONAL ASSOCIATION OF LETTER CARRIERS }

S8N-3U-C-1594

Class Action

Groves, Texas

APPEARANCES

For the Employer: - Primo A. Marquez, Regional Labor Relations Specialist
For the Union: - Peter A. Goodman, Regional Administrative Assistant

ISSUE

Did Management violate Articles 1 and 19 of the National Labor Agreement, specifically the M-39 and M-41 when it did not allow the carriers to prepare and relabel the cases on or about March 2, 1979?

HISTORY OF THE PROCEEDINGS

The parties failed to reach agreement on this matter, and it was submitted to arbitration for resolution.

Pursuant to the contractual procedures of the parties, the undersigned was appointed as Arbitrator to hear and decide the matter in dispute.

The date for the Hearing of this matter was set for September 4, 1981, and the Hearing was held on that date in the U. S. Post Office, 6230 39th Street, Groves, Texas, commencing at 9:00 o'clock a.m.

At the commencement of the Hearing, it was stipulated by the parties that this matter was properly before the Arbitrator for decision and that

all steps of the arbitration procedure had been followed and that the Arbitrator had the authority to render the decision in this matter.

After the Hearing, it was agreed that the parties would present oral closing arguments in lieu of the submission of Post-Hearing Briefs.

SUMMARY STATEMENT OF THE CASE

During the month of March, 1979, case labels at the Groves Post Office were changed for the purpose of establishing an improved delivery pattern by means of consolidating and realigning the delivery territory on several routes. To aid in the accomplishment of this objective Clark Dubose, then Superintendent of Postal Operations at the Groves Post Office, authorized and completed a Form 313, Requisition for Printed Carrier Case Labels, for machine printed labels which was submitted to the Sectional Center Facility label printing unit. Pursuant thereto labels were prepared in Beaumont, Texas as well as at the Groves Post Office. At the Groves facility, Supervisor Dubose, as well as employees from other than the carrier craft performed the job of preparing and inserting the carrier case labels.

A grievance was thereafter presented by David L. Le Doux, Union President, at a Step 1 meeting held on March 2, 1979, and on that date a Step 1 decision was rendered denying the grievance. Pursuant to Article XV of the National Agreement an appeal was taken to Step 2 alleging a violation of, but not limited to, Article III, VIII, XIX, M-39, M-41 I & V, and stating in relevant part as follows (Joint Exhibit No. 2):

Management at the Groves, Texas U.S.P.S. informed the N.A.L.C. that management and/or the Clerical Force had prepared new case labels to coincide with the new territorial transfers that were scheduled to take place on 3/6/79. Clerical employee L. Muellar, who serves as part-time 204B supervisor, and C. C. Dubose S.O.P.O. made case labels for all routes concerned in the territorial changes. Management contends that they may do this prescribed work. The N.A.L.C. contends that it is bargaining unit work and a carrier craft assignment.

CORRECTIVE ACTION REQUESTED: That Management at the Groves, Texas U.S.P.S. Installation make all regular assigned Carriers at the Groves, Texas Station whole with 2 hours pay for time denied in making of prescribed case labels. The N.A.L.C. will accept payment to the effected carriers through granting of 2 hours of administrated leave with pay to the effected carriers. That in the future, management allow the labeling of cases for carrier craft duties to be performed by the regular assigned carrier.

On March 6, 1979, P. E. Arceneaux, Postmaster Groves, Texas in a memorandum to Mr. David L. Le Doux, SUBJECT: Step 2-A, Grievance Decision -Branch 1179 - stated as follows (Joint Exhibit No. 2):

We find no violation of Articles III, VII, XIX, M-39, M-41, Article I or Article V. Therefore, your grievance is denied.

On March 12, 1979, pursuant to Article XV, Section 2 of the National Agreement, an appeal was taken to Step 3 of the grievance procedure and after denial thereof appealed to arbitration on May 7, 1979.

Provisions of the National Agreement entered into as of the 21st day of July, 1978 by and between the United States Postal Service (hereinafter referred to as "Employer") and the National Association of Letter Carriers, AFL-CIO, (hereinafter referred to as "Union") in effect until July 20, 1981, (hereinafter referred to as "Agreement") (Joint Exhibit No. 1), considered pertinent to this dispute by the parties are as follows:

ARTICLE I

UNION RECOGNITION

* * *

Section 6. Performance of Bargaining Unit Work

A. Supervisors are prohibited from performing bargaining unit work at post offices with 100 or more bargaining unit employees, except:

1. in an emergency;
2. for the purpose of training or instruction of employees;
3. to assure the proper operation of equipment;
4. to protect the safety of employees; or
5. to protect the property of the USPS.

B. In offices with less than 100 bargaining unit employees, supervisors are prohibited from performing bargaining unit work except as enumerated in Section 6A1 through 5 above or when the duties are included in the supervisor's position description.

ARTICLE XIX

HANDBOOKS AND MANUALS

Those parts of all handbooks, manuals and published regulations of the Postal Service, that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall contain nothing that conflicts with this Agreement, and shall be continued in effect except that the Employer shall have the right to make changes that are not inconsistent with this Agreement and that are fair, reasonable, and equitable. This includes, but is not limited to, the Postal Service Manual and the F-21 Timekeeper's Instructions.

Notice of such proposed changes that directly relate to wages, hours, or working conditions will be furnished to the Unions at the national level at least thirty (30) days prior to issuance. At the request of the Unions, the parties shall meet concerning such changes. If the Unions, after the meeting, believe the proposed changes violate the National Agreement (including this Article), they may then submit the issue to arbitration in accordance with the arbitration procedure within thirty (30) days after receipt of the notice of proposed change. Copies of those parts of all new handbooks, manuals and regulations that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall be furnished the Unions upon issuance.

Provisions of the M-39, TL-6, 6-14-74, (Management of Delivery Services) considered pertinent to this dispute by the parties are as follows:

127.2 Carrier Case Labeling

.21 Carrier case labels must be applied in accordance with the following:

a. Begin the labeling in the lower left corner, using street names and numbers. Firm names may be used when practicable and more convenient.

* * *

g. Label all cases at the main office and other delivery units uniformly.

.22 Machine-printed carrier case labels should be used ordinarily when routes are newly established and when extensive route changes necessitate complete replacement of case labels. Submit Form 313, Requisition for Printed Carrier Case Labels, for machine printed

labels to the Sectional Center Facility label printing unit. An employee skilled in lettering may be used to make changes in case labels if the time required is not excessive.

Provisions of the M-41, T1-2, 6-30-76, (City Delivery Carriers) considered pertinent to this dispute by the parties are as follows:

120 BASIC CARRIER DUTIES

121 OFFICE DUTIES

* * *

121.2 Case Duties

.21 Relabel cases if local management so desires, as required by route adjustments and changes in delivery.

* * *

POSITION OF THE PARTIES

The Position of the Union:

It is the position of the Union that Management in Groves violated the Agreement by preparing and inserting labels in carrier case.

The Position of the Employer:

The Employer takes the position that the work here described was not bargaining unit work within the carrier craft and, therefore, no violation of the Agreement occurred.

OPINION

Primarily for determination by the Arbitrator in the resolution of this matter is whether supervision and employees of a non-carrier craft may perform the actual physical work of relabeling and inserting labels in carrier cases to the exclusion of employees in the carrier craft.

It is urged by the Employer that the applicable provisions of the M-39 and M-41 Handbooks provide that the relabeling of letter carrier cases and the insertion of such labels is an administrative responsibility of carrier

supervision, in this instance, the Superintendent of Postal Operations. In this connection it is specifically noted by the Employer that Section 127.2 of the M-39 Handbook, entitled Carrier Case Labeling, provides under sub-sections .21a through g thereof that it is the administrative duty of supervision to see that cases are properly and uniformly labeled. It is further urged by the Employer that supervision, as well as employees other than those in the carrier craft, may perform the job of preparing and inserting carrier case labels as this is not work that is exclusively within the bargaining unit of the carrier craft. Accordingly, the Employer maintains that such activities may be carried out by supervision and without the participation of carriers unless supervision so desires. The source of this authority is said by the Employer to be found in the language of Section 127.21 of the M-39 Handbook which confers upon supervision total responsibility for properly labeling carrier cases. While it recognizes that the last sentence of Section 127.22 allows for the making of small changes by any skilled employee in the Post Office, the Employer contends that the work here involved is not thereby given solely to the carrier craft.

The Arbitrator is in full accord with the assertion of the Employer that the M-39 Handbook confers upon management the administrative responsibility for the proper and uniform labeling of carrier cases. However, he cannot agree with the Employer that the language of the M-39 and Section 121.2 of the M-41 may properly be construed as providing that supervision or employees other than those of the carrier craft may physically perform such work.

Listed among the enumerated case duties of city delivery carriers under Section 121.21 of the M-41 Handbook is the express language "Relabel cases if local management so desires, as required by route adjustments and changes in delivery". As construed by the Arbitrator the intent of such language is that

if management desires to relabel cases due to route adjustments and changes in delivery the performance of such work is to be done by employees of the carrier craft. In short, as both the M-39 and the M-41 Handbooks are silent as to supervision or other employees physically performing such work and inasmuch as Section 121.21 of the M-41 Handbook expressly makes the relabeling of cases a duty of the carriers, the Arbitrator is constrained to find that such relabeling is work exclusively within the bargaining unit of the carrier craft and that management is confined in this regard to the basic function of supervision, i. e., the overseeing of such tasks. Buttressing these findings, that the work here involved is bargaining unit work of the carrier craft, it seems to the Arbitrator, is the testimony of two long term employees of the carrier craft that letter carriers historically performed the duties here in question pursuant to Section 127.2 of the M-39.

With respect to the foregoing, the Arbitrator finds the suggested analogy between the delivery of mail and the labeling of cases most apt. While supervision is responsible for the delivery of mails, as it is for the relabeling of carrier cases, in neither instance does it have the duty to physically carry out such tasks but only to see that they are performed.

While reference is made by the parties to the final sentence of Section 127.21 of the M-39 which states that "An employee skilled in lettering may be used to make changes in case labels if the time required is not excessive", the Arbitrator does not find such language material to the pivotal question before him, namely whether the reabelling of carrier cases is bargaining unit work of the carrier craft, and, therefore, in his considered judgment warrants no further consideration in this matter.

Article I, Section 6 of the Agreement (Joint Exhibit No. 1) expressly prohibits supervisors from performing bargaining unit work at post offices

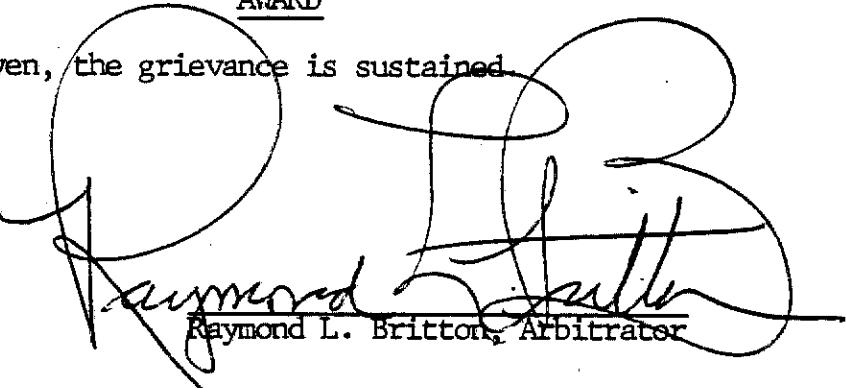
with less than 100 bargaining unit employees other than for the exceptions provided thereunder in Section 6AI through 5 or when the duties are included in the supervisor's position description. The work performed in this instance does not appear from the evidence presented to come within any of the enumerated exceptions to this prohibition nor is it convincingly demonstrated that such work is included in the supervisor's position description.

AWARD

For the reasons given, the grievance is sustained.

DATE:

January 8, 1982


Raymond L. Britton, Arbitrator