

REGULAR ARBITRATION PANEL

C# 10916

In the Matter of the Arbitration
between
UNITED STATES POSTAL SERVICE
and
NATIONAL ASSOCIATION OF LETTER
CARRIERS, AFL-CIO

GRIEVANT: Class Action
POST OFFICE: West Hampton, VA
CASE NO:
USPS - E7N-2U-C-19788
NALC - R-3097-89

BEFORE: Carl F. Stoltenberg, ARBITRATOR

APPEARANCES:

For the u.S. Postal Service: John W. Fry, II

For the Union: Patrick J. Nolan

Place of Hearing: Richmond, Virginia

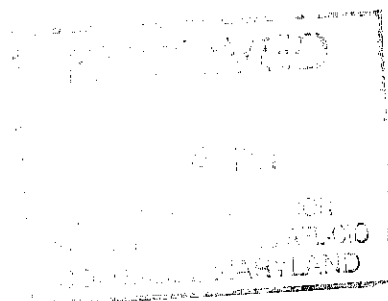
Date of Hearing: April 9, 1991

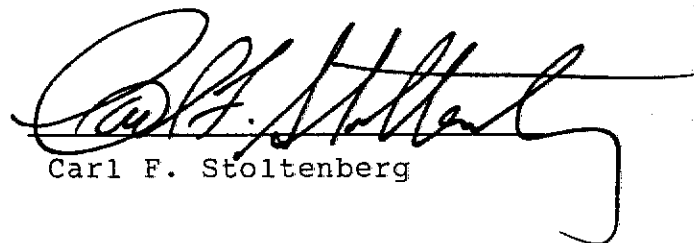
AWARD:

The grievance is denied.

Date of Award:

July 1, 1991




Carl F. Stoltenberg

ADMINISTRATION

By letter of February 11, 1991, the undersigned was notified of his selection by the Parties to hear and decide a matter then in dispute between them. A hearing went forward on April 9, 1991 where both Parties presented testimony, written evidence and arguments in support of their respective positions and where the Grievants appeared and testified in their own behalf. The record was closed at the conclusion of the Hearing and the matter is now ready for final disposition.

GRIEVANCE AND QUESTION TO BE RESOLVED

On February 28, 1989 the following grievance (Joint Exhibit - 2) was filed:

Facts: WHAT HAPPENED On 2/7/89, management changed the reporting time of grievants Debbie Boudaeaux, Route 2620, John Vauntrecht, Route 2601 and T/6 Gary Hill. Instead of maintaining reporting schedules, management began utilizing PTF's, Routers and Reserve carriers to case the mail.

UNION CONTENTIONS: Reasons for grievance The change in the grievant's work schedule from 6:15 a.m. to 7:15 a.m. constitute time worked outside of their schedules.

CORRECTIVE ACTION REQUESTED: Pay out of schedule overtime to the grievants from 2/7/89 until their schedules are changed back.

(sig: Spencer Reaves)

The question to be resolved is whether or not the Postal Service violated the Agreement when it changed the starting times of two regular carriers and one floater from 6:15 AM to 7:15 AM.

CITED PORTIONS OF THE AGREEMENT

The following portions of the Agreement (Joint exhibit - 1) were cited:

MANAGEMENT RIGHTS

C. To maintain the efficiency of the operations entrusted to it;

D. To determine the methods, means, and personnel by which such operations are to be conducted;

ARTICLE 41

LETTER CARRIER CRAFT

Section 1. Posting

A. In the Letter Carrier Craft, vacant craft duty assignments shall be posted as follows:

4. No assignment shall be posted because of a change in starting time or in non-scheduled days (except as provided in Section 1.A.5 below). No overtime payment will be made for a permanent change in starting time.

5. Whether or not a letter carrier route will be posted when there is a change of more than one (1) hour in starting time shall be negotiated locally.

C. Successful Bidder

1. The senior bidder meeting the qualification standards established for that position shall be designated the "successful bidder."

FACTUAL BACKGROUND

During February 1989 Postal Management at the West Hampton, Virginia Post Office changed the starting times of three of its Carriers from 6:15 AM to 7:15 AM. From 6:15 AM to 7:15 AM Routers would case mail on the two disputed Routes 2620 and 2601. When the Grievants reported for work at 7:15 AM they would also case mail in order to be on the street by 10:30 AM to begin delivery. Route 2620 was assigned to Grievant, Debbie Boudreaux and Route 2601 was

assigned to Grievant, John VanUtrecht. Grievant, G. Hill was a floater who worked one day per week on VanUtrecht's route. During November 1989, the routes were changed back to their original 6:15 AM starting times.

On February 28, 1989 the change of the starting times became the subject of the instant grievance, wherein, the Union seeks out of schedule pay for each of the Grievants for the period of time that their starting times had been changed. When the Parties were unable to resolve the dispute it was processed to arbitration hereunder.

CONTENTIONS OF THE PARTIES

UNION CONTENTIONS

While the Union recognizes that Management has the right to make schedule changes under the Agreement, it contends that the changes at hand were made strictly for the convenience of the Postal Service and without the requisite notification of such changes to the Union. In this connection the Union points to the fact that VanUtrecht worked for some two months with an 8:30 AM starting time which eventually was returned to 7:15 AM. It maintains that Management merely used this employee at their convenience and not for a good reason while at the same time failing to demonstrate a need to change Boudreaux's route. The Union also points to the fact that both Boudreaux and VanUtrecht had ongoing attendance problems, coming in late, and it concludes that the change of starting times was made in order to get these two employees

on the street on time. It argues that the Agreement requires that a schedule change must be permanent in nature and it submits that the Grievants scheduling letters wherein they were notified that their starting times would be changed, makes no mention that these changes were permanent. The Union concludes that the disputed schedule changes were not made for "good reasons" and it seeks in relief that each of the Grievants be compensated with out of schedule pay.

POSTAL SERVICE CONTENTIONS

The Postal Service contends that the Agreement provides it with the authority to change employee starting times. It submits that 80% of the mail should be at the Carriers case when the Carrier reports for work. The Postal Service argues that only 30% was available at the Grievants station at 6:15 AM while all of the mail was at their case by 7:15 AM. It maintains that it was the volume of mail and not the Grievants inability to report in a timely basis that formulated the reason for changing the starting time. The Postal Service takes the position that a Router could begin to throw the 30% of mail volume between 6:15 AM and 7:15 AM until such time as the Carrier reported and would collectively case the remainder of the mail. It concludes that to use two people to case the 30% of the mail between 6:15 AM and 7:15 AM would not be efficient. The Postal Service argues that the schedule changes made were in fact permanent and that the Area Manager Edgar McAllister, Sr., informed the Union of such changes. It states that the schedules were changed back to a 6:15 AM starting time when newly installed automation provided a considerable amount of

segmented mail which takes less time to handle. As to Grievant Hill, the Postal Service maintains that he was permitted to report at 6:15 AM on one day per week because of a transportation problem wherein his only ride had to report at 6:15 AM. It concludes that the changes in the Grievants starting times were made solely because the volume of mail resulted in the Grievants going on the streets late in order to deliver the mail.

DISCUSSION AND FINDINGS

The Agreement at Article 41.1.A.4 in pertinent part provides that:

4. No assignment shall be posed because of a change in starting time or in non-scheduled days (except as provided in Section 1.A.5 below). No overtime payment will be made for a permanent change in starting time (emphasis added)

The record reveals that the change in the Grievants schedules lasted from February through November of 1987 and that the underlying reason for returning to the 6:15 AM starting time was the addition of automation and segmented mail. Given the period of time involved, the change in the Grievants starting times cannot be considered as being temporary. Rather, it must be found that the change was permanent which obviates out of schedule pay under the strictures of Article 41.1.A.4 of the National Agreement.

Moreover, Section 122.11 (b) of the M-39 Handbook which is embraced by the Agreement under Article 19 provides that:

- b. Fix schedules to coincide with receipt and dispatch of mail. At least 80 percent of carriers' daily delivery workload should be on or at their cases when they report for work.

The record establishes through the un rebutted testimony of Area Manager McAllister that only 30% of the mail would be at the carriers case at 6:15 AM and that the requisite 80% of the mail, as cited above in the M-39 Handbook, would not arrive at the carriers case until sometime between 7:00 AM and 7:30 AM. Therefore, it must follow that the Postal Service made the schedule changes within the framework of the M-39 Handbook inasmuch as 80% of the mail was not at the Grievants respective cases when they had worked the 6:15 AM starting time. Again it must be found that the schedule changes under the findings above, was proper. At the same time no basis exists for a finding that the schedule changes grew out of the Grievants attendance problems.

The Union has argued that Grievant VanUtrecht worked some two months with an 8:30 AM starting time. The record establishes through the direct testimony of VanUtrecht that:

Some days they would call me to come in at
8:30 AM, but most days I started at 7:30 AM.

Based on the foregoing testimony it must be found that the Union's two month claim is unfounded.

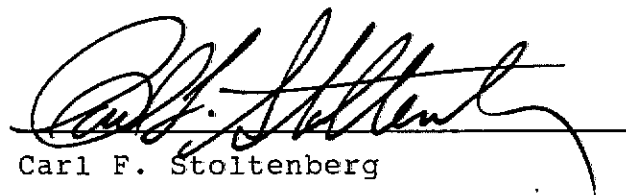
Turning to Grievant G. Hill the record reveals through the testimony of the Area Manager under cross-examination that Hill is a Floater who filled in for VanUtrecht on Thursdays. Accordingly, it must be found that changing Hill's starting time to correspond with VanUtrecht's starting time when he filled in for VanUtrecht did not violate the Agreement.

In sum it must be found that the Postal Service did not violate the Agreement when it changed the starting times of two regular Carriers and one Floater due to the mail volume at that point in

time. Accordingly, no basis exists for a grant of relief sought by the Union and the grievance must be denied.

A W A R D

The grievance is denied.



Carl F. Stoltenberg

July 1, 1991

Pittsburgh, Pennsylvania