

REGULAR ARBITRATION PANEL

C# 09911

In the Matter of the Arbitration

between

UNITED STATES POSTAL SERVICE

and

NATIONAL ASSOCIATION OF LETTER
CARRIERS, AFL-CIO

GRIEVANT: Class Action

POST OFFICE: St. Petersburg, FL

CASE NO: S7N-3W-C 22995

BEFORE: James F. Searce, ARBITRATOR

APPEARANCES:

For the U.S. Postal Service: Gerald E. Keegan, Arbitration Advocate
(Presenting)

For the Union:

J. Fisher (Witness)
O. D. Elliott, Exec. Vice Pres. #1477
(Presenting) J. Pierce (Witness)

Place of Hearing:

MPO - St. Petersburg, FL

Date of Hearing:

November 21, 1989

AWARD:

While the evidence and testimony supports the Union's claim of a violation of a May 9, 1988 settlement agreement at least for June 3, 1989, such violation is technical in nature. The Service is directed to comply with its commitment relative to the use of routers. No basis for a monetary remedy is demonstrated on the record.

Date of Award: March 6, 1990


James F. Searce

BACKGROUND

This dispute involves activities on Route 1003 at the Crossroads Station of the St. Petersburg, Florida postal system on June 3, 1989 -- a Saturday -- and June 5 -- a Monday. The record shows that as of April 6, 1989 route adjustments at this station provided, inter alia, for one hour and thirty-one minutes of relief for Route 1003, of which 30 minutes was to be "router time."*

According to the regularly assigned carrier on Route 1003, J. Pierce (and also the Union steward), he worked the route on June 3, performing a regular eight-hour tour. On return from street duty, Pierce purports to have observed at least a tray of bulk rate letters on the floor at his case, tagged for delivery that day; he contends he asked for a Form 3996 in order to curtail delivery. Pierce was scheduled off on Monday, June 5, 1989 and his route was covered by an unassigned regular, R. Puffer. When he arrived for duty on June 6, Pierce contends the same curtailed mail was at the case, as well as a foot and a half of flats and half foot of other mail. The record for auxiliary service (PS For 1627) showed that no router had been assigned to Route 1003 on either June 3 or June 5. A grievance was initiated contesting the lack of router assistance for the days involved, with a demand that carriers Pierce and Puffer be compensated 31 minutes each at the straight-time rate. Denial by the Service at all Steps of the grievance-handling procedure now brings this matter to this arbitration hearing for final review and disposition.

*"Routers," it was explained were persons permanently assigned to assist a regular carrier in the casing of his or her assigned route.

POSITION OF THE UNION

The Service recognized the need for permanent assistance on Route 1003 in order to adjust it to an eight-hour tour and assigned a router to it for that purpose. Such assistance was not forthcoming on June 3 and 5, 1989 as required; the result was mail being curtailed on both days. This violation occurred even though Grievant Pierce reminded a supervisor of the need for a router twice on June 3. At Step 1 of the grievance procedure, the Service admitted that it did not assign a router out of a lack of availability. It then contradicted its own position at Step 2 in an attempt to avoid responsibility. Management in the St. Petersburg postal system has agreed to provide compensation if it fails to use a router. Such was the case here and both carriers on Route 1003 for June 3 and 5 -- Pierce and Puffer -- are entitled to 31 minutes compensation at the straight time rate.

POSITION OF THE SERVICE

Contrary to the Union's claim, there was no mail curtailed on Route 1003 at the Crossroads Station on June 3 or 5, 1989. In fact, management found it necessary on June 3 to advance mail scheduled for delivery on June 5 in order to ensure a full eight hour tour on that date. Such action would negate the need for a router on either day. The Union attempts to rely on an "Undelivered Mail Report" prepared by Grievant Pierce on June 6, 1989 which makes reference to mail matter dated in April, 1989 which indicates the uselessness of such document. The supervisor who handled Step 1 of the grievance was not even involved with this incident; in contrast, the attending supervisor was specific in his denial of curtailed mail.

The Union is merely attempting to gain undeserved compensation for the two carriers because a router may not have been used on June 3 and 5, 1989. The Service has no obligation to use routers unless it is necessary. There is no merit to this grievance, which should be denied in its entirety.

CITED/RELEVANT PROVISIONS OF THE
AGREEMENT AND RELATED DOCUMENTS

AGREEMENT

Article 19 - Handbooks and Manuals*

Article 31 - Union-Management Cooperation*

Article 41 - Letter Carrier Craft*

Memorandum of Understanding (Addendum to Agreement)
(Dated July 21, 1987)

Re: Router

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 selected 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.

*Not reproduced here for sake of brevity.

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

(Jt Ex 1)

LETTER DATED MAY 9, 1988 - P.R. DUPUY TO J.W. BOURLON
(Step 2 Decision No. 1477-130-04-87)

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Settlement: All router positions, including auxiliary router positions, will have someone assigned on a daily basis until completion of all router duties. Should sufficient work not be available for said positions, upon completion of all available router work, carriers will be assigned other duties for completion of their tours of duty. Anytime a router position is purposely left vacant, except in emergency situations as referred to in Article 3F of the National Agreement and such vacancy causes the carrier to go into an overtime situation, the router will be entitled to additional compensation at the straight time rate equal to the reference time for that route.

(Un Ex 2)

LOCAL MEMORANDUM OF UNDERSTANDING

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11. A router will work the bid assignment as posted until completion of all router reference mail or router reference time for that router assignment, as shown on the router control form and PS Form 1840.

(Jt Ex 3)

THE ISSUE

Did the Service violate the Agreement when it did not assign a router to Route 1003 on June 3 and 5, 1989; if so, what is the appropriate remedy?

DISCUSSION AND FINDINGS

There is no essential dispute over the question as to whether a router was assigned to Route 1003 on the dates in question; none was. The Service takes issue with an apparent error committed by Carrier Pierce in completing the PS 1571 on June 6, 1989 (undelivered mail), i.e. where the month

of April was cited. As a consequence, the Service asserts the form is "useless." The Service, in its Step 2 response, also asserts that the "Router Control Form," for the dates June 3, 5,6,7,8,9 and 10, was also improperly completed. Further, it also takes issue with the response by one such supervisor, Bowen, on the "Grievance Worksheet" at Step 1 which stated: "Grievance denied pursuant to Article 3.F. Auxiliary Router position was not filled on 6-3-89 due to a lack of available assistance. On 6-5-89 Carrier Puffer granted OT on Route 1003 which should have covered auxiliary router time." (Un Ex 3)

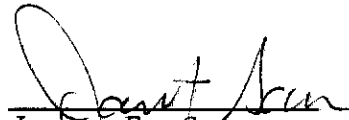
The point to be made here is that while the Union bears the burden of proof, the Service apparently cannot even rely upon its own records or supervisors for a factual defense. The Service's assertion that the Router Control Form was inaccurate could be construed to cast a doubt on the validity of other records, including the "Daily Delivery Unit Volume Worksheet" for June 3, 1989 (Jt Ex 2, Page 11) relied upon by the Service to assert that mail matter was advanced from June 5, 1989 for all routes, including 1003. Intuitively, it would seem reasonable that mail volume for Saturdays might be somewhat lighter than other days and it is fairly well-established that Monday's mail volumes are heavy; thus, it would not be inordinate that some such advancing might take place as the Service claims. However, it is also noteworthy that the Service witness conceded that mail matter was often positioned at a case after the carrier had pulled down and gone onto the route and, further, that that mail was often cased by the assigned router. (It should be noted that such witness contended that the placement of such

mail at a case on a Saturday would be unusual.) Thus, it is possible that June 5, 1989 was advanced and there also was additional mail at the case as Grievant Pierce contended. Grievant Puffer was not produced as a witness relative to what he may have been called upon to do on June 5, particularly on overtime for an hour and a half, and whether he observed the mail matter alleged by Pierce to still be at his case on June 6, 1989.

Based upon a review of the records and testimony of witnesses for both parties, I conclude that neither the Union nor the Service distinguished itself. I am inclined to conclude, however, that the Union made a sufficiently convincing case that mail matter was curtailed as claimed and a router was not assigned. Having so concluded, I find such violation to be technical in nature and does not support a monetary remedy. It is not demonstrated that Pierce or Puffer would occupy the status of "the router" as contemplated in the May 9, 1988 settlement agreement (and hence, the injured party) which also conditions a remedy upon the event causing "an overtime situation." Pierce concedes he was not compelled to work overtime on June 3, 1989. As of June 5, 1989 we must rely upon the testimony of Supervisor Fisher who asserted that Puffer's duties on that date requiring overtime were unrelated to any curtailed mail; this is made so because no direct testimony was forthcoming from Grievant Puffer relative to his activities that day. The Award is drawn accordingly.

AWARD

While the evidence and testimony supports the Union's claim of a violation of a May 9, 1988 settlement agreement at least for June 3, 1989, such violation is technical in nature. The Service is directed to comply with its commitment relative to the use of routers. No basis for a monetary remedy is demonstrated on the record.


James F. Searce
Arbitrator

Atlanta, Georgia

March 6, 1990