

C#08230

REGULAR ARBITRATION PANEL

In the Matter of Arbitration)	Grievant: Class Action
between)	Post Office: Hubbard, Ohio
UNITED STATES POSTAL SERVICE)	Case No.: C4N-4E-C 15204
and)	385-86-23
NATIONAL ASSOCIATION OF)	
LETTER CARRIERS, AFL-CIO)	

BEFORE: Arnold Ordman, Esquire

APPEARANCES:

For the U.S. Postal Service: James A. Corvino
Labor Relations Representative

For the Union: John V. Carney

PLACE OF HEARING: Youngstown, Ohio

DATE OF HEARING: June 22, 1988

AWARD: A 12th full-time route shall be established in the
Hubbard, Ohio Post Office from the existing auxiliary
route and router positions and the time remaining shall
be assigned to a PTF position.

DATE OF AWARD: August 15, 1988

RECEIVED

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ROBERT J. MASSARONI

Arnold Ordman
Arnold Ordman, Arbitrator

STATEMENT OF THE CASE

The issue in this case is whether the Postal Service, herein called Management, is in compliance with Article 7 of the National Agreement with regard to the maximization of full-time employees and minimizing the number of part-time employees in the Hubbard, Ohio post office.

The facts are not in dispute. The Hubbard post office, a Router office, is a small installation with less than 25 employees. Following a second route examination conducted in November 1984, the results showed 11 full-time routes, one 6-hour auxiliary route and one 5-hour router, giving the office a base of 99 hours per day. During fiscal year 1985 the daily hours ranged from a low of 86 hours to a high of 114 hours. The hours were based on the daily volume of mail.

The Union submits that the case of 99 hours per day warrants the designation of a 12th full-time route, thus combining the 6-hour auxiliary route, which includes relays and parcel for foot routes, and the 5-hour router position, and leaving the additional 3 hours for a PTF position.

Management opposes the addition of a 12th full-time route on the grounds that there are days during the light volume period when there is insufficient work for an additional full-time route position and work would have to be offered to the occupant of that position on other routes or an auxiliary route. Management further argues that even where it uses enough hours to equal or

exceed the requirements of an additional full-time position, there is a need for certain work to be performed at different times that one person would not be able to perform. In sum, Management submits that with its present structure it can handle varying degrees of volume with little or no disruption to its work force by simply scheduling its PTFs according to the anticipated work load, and that this method has been working exceptionally well.

RELEVANT PORTIONS OF THE AGREEMENT

Article 7 of the National Agreement, so far as here relevant, provides:

ARTICLE 7

EMPLOYEE CLASSIFICATIONS

Section 1. Definition and Use

A. Regular Work Force

The regular work force shall be comprised of two categories of employees which are as follows:

1. **Full-Time.** Employees in this category shall be hired pursuant to such procedures as the Employer may establish and shall be assigned to regular schedules consisting of five (5) hours day in a service week.
2. **Part-Time.** Employees in this category shall be hired pursuant to such procedures as the Employer may establish and shall be assigned to regular schedules of less than forty (40) hours in a service week, or shall be available to work flexible hours as assigned by the Employer during the course of a service week.

B. Supplemental Work Force

1. The supplemental work force shall be comprised of casual employees. Casual employees are those who may be utilized as a limited term supplemental work force, but may not be employed in lieu of full or part-time employees.
2. During the course of a service work, the Employer will make every effort to insure that qualified and available part-time employees are utilized at the straight-time rate prior to assigning such work to casuals.

* * * *

Section 3. Employee Complements

- A. The Employer shall staff all postal installations which have 200 or more man years of employment in the regular work force as of the date of this Agreement with 90% full-time employees.
- B. The Employer shall maximize the number of full-time employees and minimize the number of part-time employees who have no fixed work schedules in all postal installations.
- C. A part-time flexible employee working eight (8) hours within ten (10), on the same five (5) days each week and the same assignment over a six month period will demonstrate the need for converting the assignment to a full-time position.
- D. Where a count and inspection of an auxiliary city delivery assignment indicates that conversion to a full-time position is in order, conversion will be made.

ANALYSIS AND CONCLUSIONS

Extended discussion would not appear to be required in the instant case. A 99 hour per day average in hours would plainly indicate a justification, if not a need, for 12 full-time positions, totaling 96 hours per day, and one part-time position

covering an average of 3 hours per day.

Management counters with the proposition that the Hubbard post office has less than 25 employees and that the provisions of Section 3A of Article 7 requiring Management to staff all postal installations which have 200 or more man years of employment in the regular work force with 90% full-time employees are inapplicable. But Management does not cite Section 3B of the same Article which directs Management to maximize the number of full-time employees and minimize the number of part-time employees who have no fixed schedules "in all postal installations."

Management is thus reduced to the argument that because the Hubbard office is such a small office, because there are days during the light volume period when there is insufficient regular work for a 12th full-time position, and because of the variety of the type of work to be performed, the need for flexibility afforded by the present complement of employees is essential and the need for a twelfth full-time position is neither warranted nor feasible.

Management's argument is not persuasive. Certainly, the normal work load in the Hubbard post office is sufficient to warrant the establishment of a 12th full-time route. The availability of the remaining 3 hours of work which would normally be left over for a part-time employee provides adequate leeway to insure against lack of work for the regular full-time work force, not to speak of Management's unchallenged ability to

effectively utilize the efforts of that work force in the discharge of its necessary functions. Moreover, Management's assertion of the need for, and advantages of, its present use of flexibility may not be permitted to override the mandate of Article 7, Section 3B, of the Agreement to maximize the number of full-time employees in all postal installations.

I conclude, find, and will direct that a 12th full-time route be established in the Hubbard, Ohio Post Office.

AWARD

A 12th full-time route shall be established in the Hubbard, Ohio Post Office from the existing auxiliary route and router positions and the time remaining shall be assigned to a PTF position.



Arnold Ordman
Arnold Ordman, Arbitrator

Dated: August 15, 1988