

REGULAR ARBITRATION PANEL

C # 10/29

In the Matter of the Arbitration	(GRIEVANT: Class Action
)	
	(
between)	POST OFFICE: Fayetteville, AR
	(
UNITED STATES POSTAL SERVICE)	CASE NO: S7N-3B-C 16123
	(GTS NO: 003511
and)	
	(
NATIONAL ASSOCIATION OF LETTER	(
CARRIERS)	
	(
)	
AMERICAN POSTAL WORKERS UNION	(
(INTERVENOR))	

BEFORE: Linda S. Byars, Arbitrator

APPEARANCES:

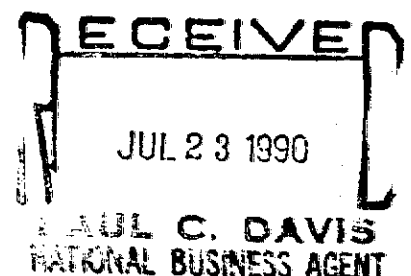
For the Employer: Roland McPhail
Labor Relations

For the Union: John W. Hogue
Representative

For the Intervenor: Cliff Guffey
Representative

Place of Hearing: Fayetteville, AR

Date of Hearing: July 9, 1990



BACKGROUND

The Grievance, which was filed at the second step on July 13, 1988, challenges the Postal Service's assignment of certain segmentation work to the clerk craft. The Grievance cites Segmentation Settlement Agreement of March 9, 1987 (Joint Exhibit #3). The Grievance was denied at step 2 on July 29, 1988 and at step 3 on September 1, 1988. It was appealed to arbitration on September 8, 1988 and was referred to step 4 by the Postal Service as an interpretive issue on January 10, 1989. The Grievance was remanded to the parties at step 3 for further processing and was appealed again to arbitration on April 3, 1989. The Grievance was scheduled to be heard in arbitration on October 2, 1989 and was referred again to step 4 by the Postal Service. It was remanded again to the parties at step 3 and appealed to arbitration on May 14, 1990.

The Grievance was heard at arbitration on July 9, 1990 and the hearing was closed that day with oral arguments. The parties agree to the following statement of issue as properly before the Arbitrator for decision and award:

"Did the Postal Service violate the terms and provisions of the National Settlement (Joint Exhibit #3) by assigning segmentation work to the clerk craft in this particular fact situation?"

POSITIONS OF THE PARTIES

Position of the Union

The Union contends that page two of Joint Exhibit #2 makes it clear that the Grievance was denied by the Postal Service on the following basis,

"Your contention that the distribution of the firm hold-out case constitutes tertiary distribution is not to be founded. The firm hold-out case is a secondary distribution of the incoming primary (FHP) case and therefore will continue to be worked as an operation of second handling."

Therefore, the Union contends that any other contentions raised by the Postal Service at arbitration should not be considered by the Arbitrator.

The Union contends that the 47 hold-outs which are sorted by clerks is a tertiary operation which should be performed by the letter carrier craft. There is one separation for the firm hold-out section on the incoming secondary cases. Therefore, the sortation of mail at the firm hold-out case is a third handling, which pursuant to the March 9, 1987 Segmentation Settlement Agreement must be assigned to the letter carrier craft.

The Union contends that the sortation does not require memorization of distribution scheme items and that it is not necessary for the operation to contain rural routes. In fact, the Union contends that the rural routes were included in the operation in order to allow the assignment of the clerk craft to this operation. The Union requests as remedy, " . . . management pay 2.5 hours per day to be split by the PTF letter carriers assigned to the Fayetteville Post Office from 7-19-88 (Step 2 meeting date) until grievance is resolved." (Joint Exhibit #2, p. 3.)

Position of the Postal Service

The Postal Service contends that the operation in question does not meet the criteria outlined in the Segmentation

Settlement Agreement of March 9, 1987 for assignment to the letter carrier craft. In order for the operation to be performed in an efficient manner it requires memorization of distribution scheme items, which would make it a secondary operation appropriately assigned to the clerk craft. Approximately one third of the mail in question goes to seven to nine rural routes which also excludes the assignment of it to the letter carrier craft. Furthermore, some of the mail in the operation is sorted to two box sections which would also meet the definition for a secondary operation appropriately assigned to the clerk craft.

Position of the Intervenor

The Intervening Union agrees with the Postal Service that the criteria of the Segmentation Settlement Agreement of March 9, 1987 for assignment of the work in question to the letter carrier craft was not met. Therefore, the work is appropriately assigned to the clerk craft. In support of its position, the Intervening Union cites Postal Procedures manual, section 333.272, c. (4) and a 1988 letter from the Assistant Postmaster General addressed to the President of the American Postal Workers Union, which states that, "If mail or segmentations for carrier routes are sorted with other mail (e.g. post office, rural route, firm directs, etc.) in a manual, tertiary clerical operation it is not letter carrier work under the terms of the settlement agreement with the NALC." (APWU Exhibit #1)

OPINION

In response to the Union's argument that the Postal Service should be confined to the contention set out in the step 2 decision, the Union presented no evidence to support its assertion that no other contentions had been discussed during the grievance procedure. Therefore, the Arbitrator finds no reason to remand the Grievance to the parties for further discussion or to disregard other relevant contentions of the Postal Service.

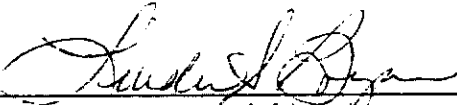
There is very little factual dispute in this case. Moreover, the Union agrees that the operation includes mail destined for rural routes, which pursuant to the Segmentation Settlement Agreement is not letter carrier work. The Union's contention that the rural routes were included in the operation in order to allow for the assignment to the clerk craft was not supported by any evidence. In fact, the testimony of General Clerk Fred Guthrie indicates that the inclusion of rural routes in the operation predates the Settlement Agreement by several years. Although, as the Union contends, the rural routes could be excluded from the operation, the testimony of Postmaster Jerry DeBoer indicates that to do so would result in a loss of efficiency.

It is not necessary for the Arbitrator to determine if the operation meets the other requirements for a tertiary operation because the inclusion of rural routes in the operation allows for the assignment of the operation to the clerk craft. Therefore, the Arbitrator finds that the Postal Service did not


violate the terms and provisions of the Segmentation Settlement Agreement dated March 9, 1987 (Joint Exhibit #3) by assigning segmentation work to the clerk craft in this particular fact situation.

AWARD

The Grievance is denied.



Arbitrator



Date