

C# 10272

REGULAR ARBITRATION PANEL

IN THE MATTER OF THE ARBITRATION

Between

UNITED STATES POSTAL SERVICE

And

NATIONAL ASSOCIATION OF LETTER CARRIERS

GRIEVANT:

Jimmy Leinwar

POST OFFICE:

Gretna, LA

CASE NUMBER:

S7N-3N-C-28050

BEFORE: P. M. WILLIAMS, ARBITRATOR, SOUTHERN REGION

APPEARANCES:

FOR THE POSTAL SERVICE:

Bonnie Raby Wallace, Labor Relations Representative

FOR THE NATIONAL ASSOCIATION OF LETTER CARRIERS:

George Cooper, Local Business Agent

PLACE OF HEARING:

Main Post Office, Gretna, LA

DATE OF HEARING:

August 7, 1990

DECISION AND AWARD

BACKGROUND:

The grievant was employed as a full time regular letter carrier and assigned to the Gretna Post Office. His craft seniority date is August 21, 1982.

On March 24, 1990 a grievance was processed on his behalf to Step 2 (I have made several corrections for typographical and sentence structure errors) stating as follows:

"FACTS: What Happened. On March 17, 1990, the grievant's T-6 combination assignment was changed by management when management ordered a revision in the grievant's route combination. The new technician route groups were as follows: 5306, 5307, 5310 and 5315.

"UNION CONTENTIONS: Reasons for Grievance. The Union contends that the grievant was the successful bidder of a listing of specific groups of routes. His groups consist of Routes 5309, 5321, 5328, and 5330. Management by revising the T-6 combination took the grievant's opportunity away from working his combinations as bid.

"CORRECTIVE ACTION REQUESTED: The grievant's T-6 combination be re-stored back to the original bid position. A monetary reward be given to the grievant, and assess at time and one-half for each hour that he worked out of his original combination, and for non-scheduled day worked out of combination."

The Step 2 decision letter of the Postmaster was dated March 21, 1990. In part the letter stated as follows:

"On April 5, 1990, you met with me to discuss the subject grievance. Article 41, Sec.C4 does not prohibit Management from making changes to bid assignments. Carrier Leinwar's (sic) position was not abolished. There are no requirements in the National Agreement or the Local Memorandum of Understanding to re-post T-6 combinations because of changes in assigned routes, nor is Management required to revert a bid position to its original status after changes were made.

"In addition, Carrier Leinwar has secured another bid position through normal process. He is presently the successful bidder to a recently vacated T-6 combination in delivery unit 70056. Your grievance is denied. ...

"Camile C. Darenbourg
"Postmaster ..."

The parties agree that the grievance was properly processed to the level of arbitration.

All interest parties appeared at the hearing where they were given an opportunity to present such evidence and argument as was deemed appropriate. The grievant appeared and testified on his own behalf. All witnesses were placed under oath and were cross examined by the opposing party. After each party had rested its case-in-chief each made a closing argument to conclude the hearing.

POSITION OF THE PARTIES:

National Association of Letter Carriers (Union):

The Union contended that the Employer violated Article 41, §1C(4) of the National Agreement (NA) when it failed to allow the grievant to work his duty assignment as it was posted for bid purposes. It asked that the grievance be sustained.

United States Postal Service (Employer):

The Employer claimed that neither the provisions of the NA nor those of the LMU required that it maintain, without regard to efficiency of operations, all of the routes, or even some of the routes of a T-6 combination assignment. It said that in this instance good cause existed to make a change in many of the T-6 combinations, and because the grievant was among the junior of employees the adjustment to his combination was among the larger. It also said his requested relief was improper because an arbitrator was unable to direct that he be returned to the same routes. It asked that the grievance be denied.

ISSUE: Did the Employer violate the terms of the National Agreement and/or the LMU and applicable rules and regulations when it changed the routes on the grievant's T-6 combination, and if so, what is the proper remedy?

OPINION:

The postmaster testified that the changes in the grievant's combination of routes was the result of two stations being combined into one when the new building was moved into. He said he discussed the need for the changes with the Union and with the carriers who were to be affected by the changes however a mutually satisfactory result could not be achieved. He also said he was of the opinion that what had been done was in the best interest of all concerned, and that it was an efficient and practical way to resolve the dilemma of all carriers being under one roof, with two separate immediate supervisors over the two delivery units.

The Union did not disagree with the postmaster's testimony of the matter being discussed with a view to mutually deciding how to best handle the problem.

I know of no requirement, and none has been cited to me, in either the NA or the LMU, or the handbooks and manuals of the Employer which tends to be persuasive to me that the Employer is without authority to implement such changes in route assignments of T-6 carriers as it deems appropriate for purposes of promoting the efficiency of the Service. Moreover, in this case the Union has failed to challenge the postmaster's statement that the changes were made necessary because of the occupancy of the new building and the fact that the grievant was among the junior employees who were in T-6 assignments.

I am of the opinion, and so find, the Employer did not violate the terms of the NA, or the LMU, or its handbooks and manuals, when it changed the routes of the grievant's T-6 combination. His grievance which claims to the contrary should be and the same hereby is, denied.

There being no contractual basis upon which the grievance may be sustained as it has been filed and processed through the grievance-arbitration procedure I am constrained to deny it. Had the relief requested been different, perhaps it would have been sustainable, perhaps not.

On the basis of the entire record in this case the undersigned makes the following

AWARD

The grievance is denied in accordance with the opinion expressed above.

IT IS SO ORDERED.



P. M. Williams
Arbitrator

RECEIVED
MEMPHIS REGION

Dated at Oklahoma City, Oklahoma
this 13th day of September, 1990.

SEP 17 1990