

C#03125

IN THE PROCEDURE OF
EXPEDITED ARBITRATION
Between
U. S. POSTAL SERVICE
And
NATIONAL ASSOCIATION OF
LETTER CARRIERS BR. #1071

FM&CS #P060038
Case: #S8N-3W-C-5754
Hearing: Main Post Office
2200 NW 72nd Ave.
Miami, FL 35152
Hearing Date: February 15, 1980
Award Date: February 20, 1980
Arbitrator: Harold H. Schroeder

EXPEDITED ARBITRATION AWARD

Appearances

For the Postal Service: Alan S. Bame, Labor Relations, Repr.
For the Union: Bart Pierce, Jr., Sec.-Treas. BR. #1071

Witnesses

For the Postal Service: Norman Hurd, Foreman Mail Delivery
For the Union: Norman Blanco, Shop Steward

Exhibits

Joint: #1 National Labor Agreement
#2 Grievance File (7pp.)
#3 National Procedential Settlement (11-24-78)
Postal Service: #1 Excerpts from Labor Agreement (Art. I,
Sec. 6 and Art. III, Sec. F).
Union: #1 Jenkins' report of grievance 6-4-79

COMMENT

Management admits the supervisor performed bargaining unit work for 10 - 15 minutes. It relies on Art. I 6A1., which gives it the right to do so in an emergency. Emergency is defined in Art. III F to be a situation which:

- (a) is unforeseen
- (b) calls for immediate action, and
- (c) is not expected to be of recurring nature.

Is the unscheduled absence of one Opening Clerk "unforeseen"? It is no doubt unusual, but I cannot believe it to be unforeseen. In the course of a year it surely happens more than once, on the average. If the employee is indispensable, precautionary measures can be taken, e.g. using two employees to reduce possibility of neither showing up, or having procedure to call in on arrival (thus signalling absence if no one arrives). By the same token, the Clerk's absence can be expected to recur over period of time.

Did it call for immediate action? The supervisor and three carriers performed the task in 15 minutes (one man hour of work, which is the time the Opening Clerk would have had if he had come to work on schedule). It seems reasonable to assume that the task would have required 20 minutes if performed by the three carriers without the help of the supervisor. There was no testimony that a 5 minute delay (20 minutes vs. 15 minutes) would have caused any appreciable deterioration of service. I believe it called for immediate action, but not for supervisor doing bargaining unit work.

I therefore conclude that an emergency, as defined in Art. III F., did not exist.

The remedy demanded by the Union is two-fold, (a) that Management not repeat the violation and (b) that a PTF carrier be paid 4 hours for work he could have performed.

Regarding (b) I cannot see how the carrier could possibly have been called in before the 15 minutes of work was long past. It also seems to me that 15 minutes work qualifies as "de minimus" as described in National Settlement (Jt. Ex. #3).

AWARD

The grievance is upheld. Management is directed not to repeat the violation.

No payment is due the PTF carrier.

Date: February 20, 1980

Signed Harold H. Schroeder
Harold H. Schroeder Arbitrator