

REGULAR ARBITRATION PANEL

C# 09420

In the Matter of the Arbitration

Grievant: R. Aranda

between

Case No: S7N-3V-C 10577

UNITED STATES POSTAL SERVICE

GTS NO: 9541

and

NATIONAL ASSOCIATION OF LETTER
CARRIERS, AFL-CIO

B. R. Skelton, Arbitrator

APPEARANCES:

For the U. S. Postal Service:

Carolyn Shirkey

For the Union:

D. R. Beasley

Place of the Hearing:

Houston, TX

Date of the Hearing:

September 6, 1989

AWARD:

The Postal Service did not violate the Agreement when it changed the
sortation for apartments on Route 5618 on 2/10/88. The grievance is denied.

Date of award: October 6, 1989



B. R. Skelton, Arbitrator

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JOE Z. ROMERO
NATIONAL BUSINESS AGENT
N.A.L.C.
DALLAS REGION #10

STATEMENT OF THE CASE

On February 10, 1988, when the Grievant, R. Aranda, reported for duty he found that his letter case had been changed so that in some instances as many as 16 deliveries were to be cased per wicket. Prior to this the set-up for the previous eleven years had been 2 to 3 deliveries per wicket.

A grievance was filed on his behalf challenging the change of the sortation for apartments on Route 5618. This grievance remained unresolved in the earlier steps of the grievance procedure and is now the subject of this arbitration.

ISSUE

The parties stipulated that the issue to be resolved in this matter is as follows:

Did the Postal Service violate the Agreement when it changed the sortation for apartments on Route 5618 on 2/10/88? If so, what shall the remedy be?

POSITION OF THE UNION

The Union makes the following contentions and allegations in support of its position that the grievance should be sustained:

1. Management violated the M-41 Handbook, Section 221.4, when it changed the Grievant's case from two deliveries per wicket to 16 deliveries per wicket.
2. This change requires the same amount of office time but more street time. Therefore, it is less efficient than before.
3. The change creates a hardship for the carrier who must now stoop to lower boxes in delivering the mail while sorting at the delivery site.
4. Supervisors changed the labels on the letter case, a violation of supervisors doing bargaining unit work.

Because the Postal Service violated the handbooks and manuals when it changed the method of sortation for apartments on Route 5618, the grievance should be sustained and the case should be changed back to no more than two to three delivers per wicket.

POSITION OF THE POSTAL SERVICE

The Postal Service makes the following contentions and allegations in support of its position that the grievance should be denied:

1. The Union failed to prove the change in sortation on Route 5618 is a violation of handbooks and manuals.
2. The route is the same as it was before. Now the Grievant cases into mail boxes at the delivery site instead of into individual wickets in the office. This reduces office time and makes deliveries more efficient.
3. Management has a right to change any route in any way management deems more efficient.
4. There were no allegations or contentions that supervisors had done bargaining unit work in the earlier steps of the grievance procedure. It is inappropriate for the Union to raise in arbitration this contention. Because the Union has failed to support with any evidence its contention that management violated handbooks and manuals when it changed the sortation for apartments on Route 5618 on February 10, 1988, the grievance should be denied and dismissed in its entirety.

DISCUSSION AND OPINION

The Union has alleged a violation of Section of 221.4 letter separations of the M-41 Handbook. This section of the M-41 states in pertinent part "if possible, letter separation should contain no more than two numbers or deliveries, particularly on motorized routes, so mail can be distributed in the order of delivery." Based on testimony, it is standard operating procedure to sort no more than two to three deliveries per wicket so that the mail will be sequenced in the bundle when it is taken on the route.

The Postal Service may change the method of sortation in the Post Office to improve the efficiency of the sortation process. The new method of sortation for the apartment portion of Route 5618 provided for more than two to three deliveries per wicket. It provided for up to 16 different apartments to be placed in one wicket in the Post Office and then sorted at the delivery site.

As a practical matter, the sortation has to take place either in the office or on the street. It was the Postal Service's decision that it would be more efficient for the sortation to take place on the street at the boxes than at the Post Office. The testimony of record establishes that the Postal Service believed this to be a more efficient method of delivering the mail on Route 5618.

The burden is on the Union to prove a violation of handbooks and manuals. The Union offered a number of opinions in addition to Section 221.4 of the M-41

Handbook in support of its position. The Grievant along with another seasoned letter carrier testified that this method required just as much time in the office and more time on the street. In their opinion, the new procedure was less efficient than the old procedure. Further, both testified that it created aggravation for the carrier causing him to have to stoop to the lower boxes. But the Grievant would have to stoop to place mail in mail boxes that were about knee high regardless of whether the mail is sorted in the post office or on the street.

The testimony of record does not prove any real difference in the route from what it was prior to the change in the method of sortation. The Grievant still has to sort the mail, either in the office or on the street. The Postal Service has a right to determine where the sortation will take place, particularly for apartment projects that have continuous mail boxes under one lock. The Union has not shown that this change in sortation method violated the M-41 Handbook.

It is true that most of us are reluctant to have change in our daily routine. This reluctance to have change in the procedure that has been used for eleven years is understandable. However, the reluctance to have change in the sortation method does not prove that management has violated the Agreement by changing the method of sortation.

Because the burden is on the Union to prove a violation of the Agreement by a preponderance of the evidence, and because the Union has not done so, the grievance must be denied and dismissed in its entirety.