

AIRS #4716

CH 00134

REGULAR ARBITRATION PANEL

In the Matter of the Arbitration
.between
UNITED STATES POSTAL SERVICE
and
AMERICAN POSTAL WORKERS UNION

Grievant:

Post Office: Hartford, CT.

Case No: NIC-IJ-C 28638

Before Arnold Zack, Arbitrator

Appearances:

For US Postal Service Bruce Dubay

For Union: Armand Gagnon

Date of Hearing: Feb. 5, 1985

Place of Hearing: Hartford, CT.

Award:

The Postal Service did not violate the parties agreement by assigning Part Time Flexible Carriers to work in the clerk craft during the period December 10-24, 1983.

Date of Award: Feb. 22, 1985

FEB 25 1985

United States Postal Service
Hartford, Connecticut
and
American Postal Workers Union

Arbitration Opinion & Decision
Case No. NIC-IJ-C-28638
Date of Decision: 2/22/85

On February 5, 1985, I held a hearing in Hartford, Connecticut to arbitrate the following grievance. Bruce Dubay represented the Postal Service. Armand Gagnon represented the Union.

THE ISSUE

The parties agreed upon the issue to be decided as follows:

"Did the Postal Service violate the parties' agreement by assigning Part Time Flexible carriers to work in the clerk craft during the period December 10-24, 1983? What shall be the remedy, if any?"

THE FACTS

During the period in question some 39 Part Time Flexible Carriers in the Carrier craft had been scheduled to work an 8 hour day. The Postal Service determined there was insufficient work for all 39 in the carrier craft and so it moved 19 to the Clerk Craft. All 39 worked a 40 hour week during this period. The grievants are clerks on the overtime desired list, all of whom worked 40 hour weeks during this period, but who were not offered or assigned overtime work allegedly as a result of the employer's action. They grieved for the overtime pay thus denied them.

The pertinent contract provision is Article 7 Section 2 B which reads as follows:

"In the event of insufficient work on any particular day or days in a full time or part time employee's own scheduled assignment, Management may assign the employee to any available work in the same wage level for which the employee is qualified, consistent with the employee's knowledge and experience in order to maintain the number of work hours of the employee's basic work schedule."

CONTENTIONS OF THE UNION

The Union contends that Part Time Flexible employees are guaranteed only a four hour work day; that all worked 8 hour days during the period in question; that the employer went beyond the 4 hour guarantee in its action; and that the grieving clerks were deprived of overtime as a consequence. It asserts that the employer could have distributed the available carrier work among the 39 part time Flexibles, assigning them six hours work per day, and then sending them home as was its prerogative, thus preserving the clerk's work for those in that unit on an overtime basis. It cites an arbitral decision issued by Arbitrator Gerald Cohen in Case No. C8C-41-C26028 in support of its position.

CONTENTIONS OF THE POSTAL SERVICE

The Postal Service contends that there is no challenge to the fact that there was insufficient carrier work on the dates in questions; that it has the right if there is insufficient work on any days in the work assignment of full or part time employees, to assign them to any work available under the terms of Article 7 Section 2 B; that such assignment was necessary to maintain their basic work schedule; and that although it did have the right to send them home, also had the right to assign them to the clerk's classification as it did. It asserts further that it is not required to pay overtime to employees in the clerks classification when there are qualified employees such as the Part Time Flexibles available to work on straight time. It urges the grievance be denied.

DISCUSSION

There is no question that the limit of the Postal Service's liability to Part Time Flexible employees at this facility is to pay them the guaranteed minimum of 4 hours pay per day. Nor is there any question of the employer's right to have scheduled them in advance, as it did in this case, to a basic work schedule of 8 hours per day. Since the employees in question were working on a basic 8 hour schedule once the employer determined there was insufficient work in the carrier craft, it had the option of sending them home after 4 hours or of assigning them to available work elsewhere under Article 7 Section 2 B.

As I read that portion , it applies to both full time and part time employees when there is insufficient work in their own scheduled assignment, and grants the employer the option of assigning them to any available work in the same wage level for which they are qualified and have the requisite knowledge and experience. Inasmuch as the employer's action was directed to maintain the 8 hours of work of the employees basic 8 hour work schedule, and inasmuch as there is no challenge to the employees' qualification or requisite knowledge or experience, I find the employer's action was authorized under the contract, particularly since there s nothing in the parties' agreement requiring to pay overtime when qualified employees such as the 19 Part Time Flexibles here in issue were available on straight time.

The Cohen decision involved Part Time Flexibles who apparently had not been assigned a basic work schedule and is not apposite here. The grievance is denied.

DECISION

The Postal Service did not violate the parties' agreement by assigning Part Time Flexible Carriers to work in the clerk craft during the period December 10-24, 1983.



Arnold M. Zack, Arbitrator