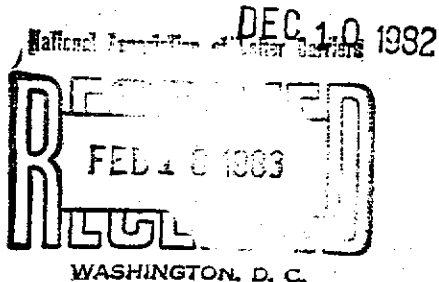


C#00755



ARBITRATION AWARD

December 8, 1982

UNITED STATES POSTAL SERVICE

-and-

Case No. H1C-4P-C-1792

AMERICAN POSTAL WORKERS UNION

Subject: Assignment of Work - Appropriate Craft

Statement of the Issue: Whether the Postal Service's assignment of a City Carrier to mail distribution and other tasks at a detached lock box unit in Fargo, North Dakota was a violation of the National Agreement?

Contract Provisions Involved: Articles 3, 7, 19 and 37 of the July 21, 1981 National Agreement.

| <u>Grievance Data:</u> | <u>Date</u> |
|------------------------|--------------------------|
| Grievance Filed: | December 14, 1981 |
| Step 2 Answer: | December 18, 1981 |
| Step 3 Answer: | January 14, 1982 |
| Step 4 Answer: | May 12, 1982 |
| Appeal to Arbitration: | June 1, 1982 |
| Case Heard: | July 20, 1982 |
| Transcript Received: | August 4, 1982 |
| Briefs Submitted: | Sept. 27 & Nov. 20, 1982 |

Statement of the Award: The grievance is denied.

BACKGROUND

This grievance protests the Postal Service's action in assigning a City Carrier to mail distribution and other tasks at a detached lock box unit in Fargo, North Dakota. The APWU believes that this work belonged to Clerks and that assignment of such work to a City Carrier was a violation of Articles 7, 19 and 37 of the National Agreement. The Postal Services disagrees.

Sometime in November-December 1981, a detached lock box unit was established at the Village West shopping center in Fargo. This unit was a small store in the shopping center. It included 449 lock boxes, less than half of which had been rented as of July 1982. It also included parcel lockers, a "dutch door" call window, a self-service stamp vending machine, and a mail collection box. It was open to the public Monday through Friday 8:00 a.m. to 9:00 p.m. and Saturday 8:00 a.m. to 6:00 p.m. The Postal Service owned all of the equipment described above.

The employee who services this lock box unit starts his tour at the Main Post Office at 7:45 a.m. He cases mail for this unit¹, ties it out, secures any accountable mail from the register cage, loads his vehicle, and leaves for Village West at about 8:15 a.m. The drive takes about ten minutes. When he arrives at Village West, he goes to an area behind the lock boxes and inserts the mail in the appropriate boxes. However, he inserts parcels in lockers and leaves the key for each locker in the appropriate lock box. He also leaves notices for accountable mail (e.g., certified, registered or postage-due letters) in the lock boxes. He provides service at the call window from 9:00 a.m. to 9:30 a.m., primarily for accountable items. If no one asks for a piece of accountable mail, he places a notice in the appropriate box. He takes such mail back to the Main Post Office along with the contents of the collection box. He affixes, as needed, a label on the rear of the lock box to identify the current renter of that box.

This employee does not provide any window service beyond the delivery of accountable mail and the receipt of postage-due money. He performs none of the other functions

¹ The mail he receives has already been separated for his lock box unit by Clerks.

customarily performed at customer service windows in post offices. There are no stamp sales, no meter settings, no rating of mail, and so on. The rental of the lock boxes and the preparation of identifying labels for these boxes is the responsibility of Clerks in the Main Post Office. The repair and maintenance of the vending equipment is the responsibility of a SSPU Technician, a part of the Clerk craft.

This Village West lock box unit work was assigned to a City Carrier. The APWU grieved, alleging that this assignment was a violation of the National Agreement. It does not challenge the City Carrier's transportation of mail from the Main Post Office to the lock box unit. But it claims that the work done in this unit - all handling of mail, processing of notices, and affixing of lock box labels - belongs to Clerks.

This Village West unit in Fargo was a small part of the Postal Service's nation-wide plan for detached lock box service. That plan was developed because of customer waiting lists for lock boxes, the lack of space for additional boxes in post offices, and the excessive cost of installing boxes in existing facilities. A decision was made sometime in 1980 to establish lock box units in rental locations physically separated from post offices, branches and stations. The Postal Service believed the work involved in these lock box units was not unique to any particular craft. It therefore determined that local management should choose the craft to be assigned to this work based on local circumstances. It had in mind such factors as efficiency, employee availability, and service standards.

The evidence reveals that 148 detached lock box units had been created by mid-June 1982, that 67 percent are served by Clerks, and that 28 percent are served by City Carriers. The rest are served by Rural Carriers or by non-postal personnel.

DISCUSSION AND FINDINGS

The contractual principle in this case seems clear. The National Agreement "bars the transfer of regular work assignments from one national craft bargaining unit to

another...except in conformity with Article VII."² The question before the arbitrator is one of fact. Is mail distribution at a detached lock box unit a "regular work assignment" of Clerks? If so, the transfer of such work to City Carriers would be improper unless it could be justified by Article 7. If not a "regular work assignment" of Clerks, then the Postal Service would plainly be within its rights in assigning this mail distribution to City Carriers.

The evidence reveals that mail distribution in lock boxes has been handled in different ways. The principal variable appears to have been the location of the lock boxes. In post offices, branches and stations where lock boxes are available and where Clerks are regularly employed, Clerks have always made mail distribution to the boxes. In residential buildings, City Carriers have always made mail distribution to the boxes. Indeed, in many residential complexes, the lock boxes are grouped together in postal centers which would be almost identical to the lock box unit in question. In office buildings³ and some residential complexes, City Carriers work in a central mail room where they sort mail into boxes (not lock boxes) and deliver such mail on request at a call window. In contract stations, non-postal personnel have customarily made mail distributions to the lock boxes.

The detached lock box unit fits none of these categories. It certainly is not a contract station. It is not part of a residential complex. It is not serving an office building. It is not a post office, station or branch because, unlike these facilities, it is essentially unmanned.⁴ It is physically separated from the nearest post office, branch or station by some miles.

² See Chairman Garrett's award in Case No. AW-NAT-5735, A-NAT-2964, and A-NAT-5750, Marginal Paragraph 54. Garrett added too that this principle would be applicable only in the "absen[ce of] any change in conditions affecting the nature of such regular work assignments."

³ This central delivery service for large office buildings is known as a Vertical Improved Mail (VIM) system.

⁴ There is one employee present at this lock box unit just 65 minutes a day, 8:25 a.m. to 9:30 a.m.

For these reasons, it appears that the detached lock box unit is a new situation. Lock boxes have been handled for the first time in a rental location away from regular postal operations and unconnected with residential or office service. There was no practice with respect to work assignments in a detached lock box unit. Hence, one must look to the nature of the work itself. The evidence shows that mail distribution in lock boxes, paper work on accountable mail and delivery of mail at a call window have been performed in the past both by Clerks and by City Carriers. It is true that Clerks did the mail distribution for lock boxes in post offices, branches and stations. But it is also true that City Carriers did the mail distribution for lock boxes in areas away from the post offices, branches and stations.

I find, accordingly, that the disputed work was not a "regular work assignment" of Clerks or City Carriers. The APWU claim that Clerks alone should be assigned to the detached lock box unit work is simply not supported by the record in this case. The Postal Service was free to assign such work to either craft. There has been no violation of the Master Agreement.

In reaching this conclusion, I have considered and rejected other APWU arguments.

First, the APWU relies on several Clerk job descriptions which specifically refer to mail distribution in lock boxes. For instance, the Distribution Clerk description reads in part:

"Makes primary and one or more secondary distributions of incoming mail by delivery point (for example, classified or contract station or branch or other delivery unit, general delivery, lockboxes, rural or star route, or city carrier route) based on a knowledge of the distribution scheme established for that office." (Emphasis added)⁵

⁵ The Window & Distribution Clerk description contains this same duty.

However, work jurisdiction claims cannot be established by job descriptions alone. Chairman Garrett elaborated on this point in an earlier award:

"...The Mail Handlers appear to assume that jurisdictional work claims are relatively easy to deal with by applying general language appearing in established Key and Standard Position descriptions. This view is unrealistic. Job descriptions normally are intended only to reflect the significant requirements, duties, responsibilities, and working conditions of various jobs in such manner as to provide adequate factual bases to determine appropriate rates of pay for the jobs in question. Position (or job) descriptions in large enterprises, moreover, inevitably include general statements describing functions and responsibilities which either overlap or are closely similar to functions included in other position or job descriptions. The evidence here confirms that Postal Service operations in no way provide an exception to this generalization..."⁶

Mail distribution, paper work on accountable mail, and delivery of mail at a call window are duties mentioned in the City Carrier description as well as several Clerk description's reference to distribution of incoming mail is "based on a knowledge of the distribution scheme established for that office." In the present case, no such scheme knowledge is required in any of the disputed lock box unit work.

Second, the APWU relies on Part 161.1 of the Postal Operations Manual:

"This subchapter concerns mail delivered by clerks at postal facilities. These types of delivery services involve significant volume and include Lockbox and Caller Service, General Delivery, and in some instances Firm Holdout Service. Additionally, clerks often deliver mail for customers who present notices of attempted delivery."

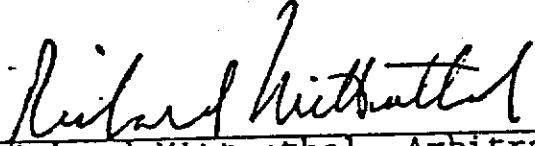
⁶ See the award cited in footnote 2, Marginal Paragraph 57.

These words must be read, however, with the purpose of Part 160 in mind. This portion of the Postal Operations Manual is merely a description of various delivery services available at postal facilities. It has nothing to do with work assignments or work jurisdiction. The reference to Clerks in connection with "lockbox...services" can hardly result in an exclusive claim by Clerks to all lock box work. The fact is that City Carriers were, at the time these words were written, also performing "lockbox...services" at a great many office and residential complexes.

My ruling therefore is that the Postal Service's assignment of a City Carrier to the detached lock box unit work in Fargo, North Dakota was not a violation of the National Agreement.

AWARD

The grievance is denied.


Richard Mittenthal, Arbitrator