

C# 00 782

In the Matter of the Arbitration Between:

THE UNITED STATES POSTAL SERVICE

AND

No. H1C-5F-C-21356

THE AMERICAN POSTAL WORKERS UNION
AFL-CIO

Hearing held December 14, 1984

Before Richard I. Bloch, Esq.

APPEARANCES

For the Union

James Lingberg
National Representative at Large

For the Postal Service

John S. Ingram
Manager, Arbitration Branch

OPINION

Facts

The Grievant in this case, Ronald Bennett, is employed at the Rock Springs, Wyoming facility. In his normal bid position, the Grievant was compensated at a Level 5, Step 12 rate. In 1983, he was detailed to a Level 6 position and remained there for some 50 weeks. At the time of his detail, he was paid the higher level rate--Level 6, Step 11. Subsequently, however, he requested advancement from Step 11 to Step 12. This request was denied and the ensuing dispute

was eventually submitted to arbitration.

Issue

Was it a violation of the National Agreement for the Postal Service to have denied the requested step increase?

Union Position

The Union contends that the employee was entitled to be compensated as if he had been promoted to the higher level position. That being the case, following a 24-week waiting period, he should have received the step advancement.

Management Position

Management says the labor agreement contains no language that would authorize the requested increase. Only at the point the employee was actually promoted, as opposed to being temporarily detailed, would he be entitled to the advancement, it is claimed.

Relevant Contract Provisions and Handbook Language

Article 25, Section 2. Higher Level Pay:

"An employee who is detailed to higher level work shall be paid at the higher level for time actually spent on such job. An employee's higher level rate shall be determined as if promoted to the position. An employee temporarily assigned or detailed to a lower level position shall be paid at the employee's own rate."

Article 19, Handbooks and Manuals:

Those parts of all handbooks, manuals and published regulations of the Postal Service, that relate directly to wages, hours or working conditions, as they apply to employees covered by this agreement, and shall be continued in effect except that the employer shall have

the right to make changes that are not inconsistent with this agreement and that are fair, reasonable, and equitable. This includes, but is not limited to, the Postal Service Manual and the F-21 Timekeepers' Instructions.

Employee and Labor Relations Manual, Part 422.432:

"Regular Employees. Rules for pay for temporary higher level work depend on the factors below:

- a. Assignment in PS Schedule. A PS employee who is temporarily assigned to higher level work in the PS Schedule is paid at the higher level for time actually spent in such job. The employee's higher level rate is determined as if he had been promoted to the position..."

Employee and Labor Relations Manual, Part 422.442:

"Step Increase Credit. An employee temporarily assigned to a higher grade bargaining unite position is entitled to credit toward the next step increase for service in the higher grade with higher grade pay which is continuous to the date of any subsequent promotion."

Analysis

Article 25, Section 2, provides clear guidance for the situation here contested. According to its terms, an employee detailed to higher level work is to be compensated at the higher level for time actually spent on the job. Moreover, the bargained terms state: "An employee's higher-level rate shall be determined as if promoted to the position." Were the Grievant in this case actually promoted, rather than temporarily detailed, there is no dispute he would have been entitled to the step level increase. But that is precisely what the language requires--he was to have

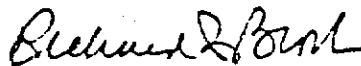
been compensated "as if promoted to the position." After the requisite 24-week waiting period, he should have received advancement to Step 12.

Nothing in the Employee and Labor Relations Manual, incorporated by reference via Article 19, requires a contrary conclusion. Part 422.432 mirrors the contractual language of Article 25, Section 2, noting that "the employee's higher level rate is determined as if he had been promoted to the position...." The Postal Service directs the Arbitrator's attention to Part 422.442, dealing with Step Increase Credit. This section provides credit towards the next step increase in the event a temporarily assigned employee is eventually promoted. These terms supplement the requirements of Article 25 and Part 422.432 by providing that a temporarily assigned employee who is actually promoted will not, in effect, have to start over, earning credits from scratch. Thus, for example, an employee temporarily detailed for 20 of the requisite 24 weeks would not forfeit that time if, at the end of the detail, he or she were promoted. But this provision does not require the conclusion that all step increases are somehow suspended during a temporary detail. To so find would be to ignore the potential inequity inherent in the fact that such details may continue for an apparently unlimited period of time. And, more importantly, it is

contrary to the clear mandates of Article 25, Section 2 as well as Part 422.432 of the E.L.M., which unequivocally requires the employee to be treated "as if promoted to the position." Nothing in that language suggests that such treatment should be confined to the pay rate existing at the time the employee first assumes the assigned detail and there is no reason to infer such result. For these reasons, the grievance will be granted.

AWARD

The grievance is granted. The employee shall be made whole for all wages and other benefits lost.



Richard I. Bloch, Esq.

May 24, 1985