

RECEIVED
MEMPHIS REGION

SEP 19 1991

N. A. L. C.

REGULAR ARBITRATION PANEL

CH 11209 A-D

IN THE MATTER OF THE ARBITRATION	. GRIEVANT: Class Action
between	. POST OFFICE: Huntsville, AL
UNITED STATES POSTAL SERVICE	. CASE NO.: S7N-3D-C 23177
and	. 23576
NATIONAL ASSOCIATION OF LETTER	. 23577
CARRIERS	. 38498
AMERICAN POSTAL WORKERS UNION	. GTS NO.: 003603,003639,
(INTERVENING)	. 003641,004703

BEFORE: Linda S. Byars, Arbitrator

APPEARANCES:

For the U. S. Postal Service: Roy Shirkey
Employee and Labor Relations
Executive

For the Union: Collier M. James
Regional Administrative Assistant

For the APWU: Mike Love
Union Representative

Place of Hearing: Huntsville, Alabama

Date of Hearing: August 12, 1991

Case No. S7N-3D-C 38498 (B. Tucker) was settled prior to arbitration. Case Nos. S7N-3D-C 23576 and 23577 (Class Action) were referred to Step 4. Case No. S7N-3D-C 23177 (Class Action) was heard before the undersigned on August 12, 1991, and the following decision and award is made in that case.

BACKGROUND

On August 8, 1989 the Union filed a second step Grievance contesting the assignment to the Motor Vehicle Service effective May 5, 1987 a new collection of three hours per day which the NALC contends is Carrier craft work. The Union cites Article 3, the M-39, M-41, and M-52 manuals and requests as corrective action,

"That the collection be assigned to the Carrier Craft. That the PTF carriers in Huntsville be paid three hours per work day, divided equally among them, starting on 5-5-87 and continuing until collection is assigned to the Carrier Craft." [Joint Exhibit #2, p.9.]

The Grievance was denied by the Postal Service at each step of the grievance procedure and was appealed to Step 4 by the Union. Having found no national interpretive issue represented by the Grievance, the parties remanded the case to Step 3, and by memorandum dated April 10, 1991 the case was appealed by the Union to arbitration.

The arbitration was heard before the undersigned on August 12, 1991 at which time the APWU's motion to intervene was granted, and the parties entered into the following stipulations.

1. Under Article 7 the FT/PTF ratio includes all crafts party to the National Agreement (Joint Exhibit #1).
2. The Grievance is properly before the Arbitrator for decision and award.
3. The statement of issue shall be: Did the Postal Service violate the National Agreement when they assigned collection runs to the Motor Vehicle craft, and, if so, what should the remedy be?

POSITIONS OF THE PARTIES

Position of the NALC

The NALC contends that collection runs are exclusively the work of the Letter Carrier craft. Both Letter Carrier witnesses testified that only Letter Carriers perform collections in Huntsville, Alabama except on the outward end of a collection run. Even the Union's hostile witness, Superintendent of Support Services Don Johns, testified that normally the Motor Vehicle craft does not collect from boxes on the street. The NALC contends that Section 211.3 of Chapter 2 of the M-52, Fleet Management Handbook, governs when the motor vehicle operator may perform collections, and that is only "at the outward end of a trip." [Joint Exhibit #2, p. 19.] The Motor Vehicle Service handbook allows for the collection of mail at stations and branches, not from collection boxes. The evidence is undisputed that management combined box collections interspered through a motor vehicle run. The fact that the job description for Motor Vehicle Operator contains collection does not allow cross-craft assignment of collections except under the limited circumstances described in the M-52 manual. The NALC argues that even management's Step 3 decision indicates that motor vehicle operators are limited to "some collection of mail," but not to unlimited collection of mail which infringes on Letter Carrier work. Management's Step 2 decision indicates that the assignment may have been the result of "unwisely" converting too many MVS PTF Operators to fulltime. [Joint Exhibit #2, p. 7.]

Although the job description for Carriers and Special Delivery Messengers is exactly the same, the parties and arbitrators recognize that there are delineations of duties which cannot be crossed except under limited circumstances. The NALC cites the following arbitration awards as supportive of this principal.

Case No. E-4V-2B-C 9847, Arbitrator Walter H. Powell
Case No. S4N-3D-C 11898, Arbitrator Elvis C. Stephens
Case No. S1N-3P-C 40297, Arbitrator William J. LeWinter
Case No. C4N-4B-C 7568, 7569, 7570, 7571, 7572, 7573,
and 7578, Arbitrator Edward D. Pribble
Case No. E8N-2W-C 3370, Arbitrator Vernon H. Jensen

The NALC contends that Letter Carrier work was combined with Motor Vehicle work without discussing such combination of work with the Unions, which is a violation of Article 7, Section 2. A. The testimony of the NALC witnesses is essentially undisputed that management did not discuss the combination of work from the two crafts prior to establishing the assignment.

The NALC argues that crossing crafts is a violation of Article 7 and that management may not violate Article 7 by relying on the management rights provision. Pursuant to Article 7, Section 2 work in different crafts may not be combined except under certain limited circumstances, which the NALC contends did not exist in this case. Even if circumstances had existed which would permit the combination of work from different crafts, management's failure to inform the unions in advance invalidates management's action.

Position of Postal Service and APWU

The Postal Service argues that this case is not an Article 7 case but a management rights case. The job descriptions for both Carriers and Motor Vehicle Operators include collection of mail. Therefore, collection work may be assigned to either craft. Section 112.2 of the Management of Delivery Services manual designates "carrier" for only foot collections; collection requiring motorized vehicles may be performed by carriers or motor vehicle operators. Contrary to the NALC contention, Section 211.3 of the M-52 Handbook does not limit collection from boxes by the MVS to the outward end of a run. Section 133.1 (i) of the M-39 Handbook requires management to evaluate whether or not the Motor Vehicle Service is, ". . . being used to extent possible to bring in collection mail in conjunction with regularly scheduled motor vehicle runs?" [Management Exhibit #1, p. 7.] Section 232.323 of the Fleet Management handbook requires management to, "Review thoroughly to ascertain whether arterial collections can be carried by existing MVS, thereby releasing carrier and vehicle for more productive work." [Management Exhibit #1, p.8.] In this case management added arterial collections to an existing MVS run, which is precisely what is called for by the Postal regulations. Both the Postal Service and the APWU argue that these provisions requires that in assigning the work in question priority be given to available MVS over Carriers.

OPINION

As the NALC contends cross-craft combinations of work are prohibited by the National Agreement except under limited conditions and only after informing the affected unions. However, as the Postal Service argues, the Article 7 limitations do not apply unless the evidence establishes a cross-craft combination of work. Moreover, the establishment of an assignment is a cross-craft combination only if the work in question exclusively belongs to one craft and is assigned to another craft.

In this case the evidence is clear that although Letter Carriers collect from street boxes such work does not exclusively belong to Letter Carriers. The job description of the Motor Vehicle Operator specifically includes in Section A of duties and responsibilities, ". . . picks up mail from collection boxes . . ." [Management Exhibit # 1, p. 5.] Contrary to the NALC contention, the job description does not limit the Motor Vehicle Operator to picking up and delivering "bulk quantities of mail at stations, branch offices, and terminal points." [Management Exhibit #1, p.5.] Although there is the implication in Section 211.3 of the M-52 handbook that collection at the outward end of a trip is the collection referred to in the Motor Vehicle Operator job description, neither the M-52 nor any other regulation precludes the assignment of collections interspersed through a Motor Vehicle Service run. And, as the Postal Service argues, the M-39 and Fleet Management handbooks indicate that collection mail can

and should be picked up by MVS in conjunction with their regular runs.

As the NALC contends the testimony of their witnesses would indicate that picking up mail from collection boxes is generally performed in Huntsville by Letter Carriers. However, the evidence does not establish that Letter Carriers have performed such work exclusively. Moreover, such a practice would not preclude management's using the Motor Vehicle Service craft when pursuant to regulations conditions warrant such an assignment. This finding is consistent with management's Step 3 response that Motor Vehicle Operators can perform some collection of mail.

As the parties stipulate the FT/PTF ratio includes all crafts party to the National Agreement. Therefore, management could have converted PTF Letter Carriers, rather than PTF Motor Vehicle Operators, to meet the requirements of Article 7. However, management's statement in its Step 2 decision regarding its decision to convert MVS PTF Operators does not persuade the Arbitrator that the work assignment in question constitutes a cross-craft combination of work.

The NALC has cited cases in which there were cross-craft combinations of work despite the fact that the job descriptions are identical. [Case No. S1N-3P-C 40297 and Case No. S4N-3D-C 11898.] However, unlike the instant case, it appears from the decisions that there was no dispute that the assignment was a cross-craft assignment. The Postal Service's rebuttal was based on the argument that the combination of work met the exception criteria of Article 7. Likewise, in the cases before

Arbitrator Edward D. Pribble, it would not appear that the Postal Service disputed the NALC contention that the work in question belonged exclusively to Carriers. In Case No. E-4V-2B-C 9847 and significantly different from the instant case, Arbitrator Walter H. Powell found that the picking up and transporting of mail in bulk belonged exclusively to the Motor Vehicle craft, not to the Carrier craft to which it had been assigned. In another case cited by the NALC, Case No. E8N-2W-C 3370, Arbitrator Vernon H. Jensen found that management had violated the National Agreement by assigning work contained in the Carrier job description to Motor Vehicle Operators, whose job description did not contain the work in question. Therefore, as this Arbitrator has done, Arbitrators Powell and Jensen based their decisions primarily on the job descriptions of the crafts in question.

AWARD

The Postal Service did not violate the National Agreement by assigning collection runs to the Motor Vehicle craft. Therefore, the Grievance is denied.


Arbitrator


Date