

REGULAR ARBITRATION

C#04563 A.B

IN THE MATTER OF ARBITRATION BETWEEN	*	
	*	
THE UNITED STATES POSTAL SERVICE	*	Re: Ron Edwards - Emergency Suspension,
"Employer"	*	Removal, and Letter of Decision
and the	*	
	*	S1N-3A-D-37775
	*	S1N-3A-D-35846
NATIONAL ASSOCIATION OF LETTER CARRIERS	*	S1N-3A-D-37466
UNION	*	
"Union"	*	
	*	

APPEARANCES

Advocate for the Employer: Mrs. Thelma Walker, Director of Employee and Labor Relations

Advocate for the Union: Mr. Peter A. Goodman, Regional Administrative Assistant

At an arbitration on November 16, 1984 in Longview, Texas, the Employer and the Union authorized the undersigned to decide whether or not the Employer had just cause to emergency suspend Ron Edwards (the Grievant) from service. The Union and the Employer attended the arbitration. The parties agreed both grievances were procedurally correct and properly brought to arbitration, all witnesses were sworn, the witnesses were separated, both parties received the privilege of cross examination, and both parties made a closing argument at the conclusion of the arbitration. The events leading up to arbitration were not in dispute and I will relate the events as I believe the events occurred.

Preliminary Background Discussion

The Grievant started working for the U. S. Postal Service on July 24, 1982. On or about November 12, 1983 he became a regular as a Utility Carrier. His duty as a Utility Carrier was the delivery of 5 routes. In March 1984, an informant alerted management that mail had been left at a dumpster in an apartment complex. The Postal Inspector's Office investigated and as a result of the investigation, management began to carefully monitor the disposal of no obvious value mail.

Early in the morning of March 20, 1984, Supervisor B. J. Young saw the Grievant place mail in the treat as waste section of the throw back case. The Grievant

was delivering route 9 in Longview. Young retrieved the mail and the next day he gave the mail to the Regular Carrier on route 9, Mr. A. D. Ingram. The mail was cased and it was discovered that 56 pieces of the retrieved mail was deliverable.

On March 27, 1984, Mail Supervisor Lonnie Whitehurst retrieved 3rd class mail from the treat as waste section of the throw back case. The mail was for route 9 that the Grievant was assigned to deliver that day. On March 28, 1984 Whitehurst gave the mail to Ingram to case and deliver. Ingram found that 27 pieces of the retrieved mail were deliverable.

On April 3, 1984, Young retrieved mail from the throwback case that had the Grievant's route number and initials on the mail. The mail was given to Ingram the next day for delivery and 39 pieces of the mail were deliverable.

On April 4, 1984, Whitehurst retrieved 47 pieces of mail from the throwback case and those pieces were deliverable. On April 5, 1984, Young retrieved 139 pieces of 3rd class mail from the throwback case. The mail that Whitehurst and Young retrieved was from a route that the Grievant was assigned to deliver.

The Employer's Position

The Employer maintained that the Grievant failed to follow proper procedures for disposing of no obvious value mail (NOVM). The correct procedure for a Utility Carrier to follow was to attempt delivery, and, if there was any doubt over whether or not the mail was deliverable, the mail should be left for the regular carrier to deliver.

The Employer pointed out that the mistreatment of mail was a serious offense. Mailers pay for the delivery of 3rd class mail, and it was a serious misconduct for the Grievant to throw deliverable mail into the throwback case. The Employer pointed out that it was a consistent practice to remove Carriers who threw away deliverable mail and a Carrier who threw away the mail was a Carrier who could not be trusted.

The Union's Position

The Union pointed out that a Utility Carrier delivered a different route each day and that the Grievant was relatively new as a Utility Carrier in March and

April 1984. The Union argued that the Grievant had not had his assignment long enough as a Utility Carrier in order to know all the deliveries on each route. The Union pointed out that the Employer did not offer into evidence any of the mail that was not delivered nor did the Employer furnish a list of addresses that were not delivered, and under these circumstances, there was no proof that the mail had been mistreated.

Opinion

In this grievance, the Employer maintained this emergency suspension and removal were proper because the Grievant mistreated mail by throwing deliverable mail into the treat as waste section of the throwback case. The Union maintained this discipline was unjust because the Grievant was relatively new as a Utility Carrier, he had not had time to learn all the deliveries for all the routes he was assigned to deliver, and he had not been instructed on procedures to follow for the disposal of NOV. After carefully considering all the evidence, I find that this emergency suspension and removal were not for just cause. I will explain my reasons for this ruling.

Some of the routes which the Grievant delivered had a substantial number of tenant dwellings. Some of those tenant dwellings had transient occupants. This type of an area has more delivery difficulties than neighborhoods with highly stable occupancies. However, mail delivered in neighborhoods with transient people can cause an unusually large volume of NOV. The fact that the Grievant was at the treat as waste section of the throwback case does not mean that he is engaged in a misconduct. At the time this grievance arose, it was a routine office procedure for a Carrier to take non-deliverable 3rd class mail to the throwback case.

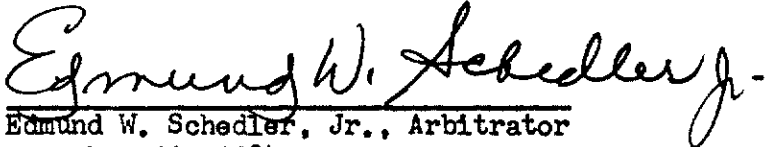
In my opinion, the Grievant was not properly instructed to leave NOV for the regular Carrier to deliver. Carrier Ingram attended a course in January 1984 to become a trainer. His testimony disclosed that a new Carrier went with Ingram for 2 days to learn the duties of a Carrier. However, there was nothing in his testimony that showed he had trained the Grievant on NOV. The Grievant had

started delivering as a Utility Carrier 1½ to 2 months before Ingram was certified as a trainer. There was no documentation to show the date of training and topics covered in the training. There was no testimonial evidence to show the date the Grievant was trained and the topics covered in the training. In my opinion, the training, if any, was on the job training and it may have lacked specific emphasis that a Utility Carrier was to leave the final carrier decision on NOVM to the Regular Carrier. I believe the Grievant was not properly trained on NOVM and the emergency suspension and the removal was not for just cause.

There was a considerable amount of discussion over whether or not the Grievant had been a Utility Carrier long enough to thoroughly know all of his deliveries. Mr. Parson testified that it took about 3 or 4 weeks for him to learn his route. This would be equivalent to 15 or 20 deliveries to each address. By the middle of March 1984, the Grievant had made approximately 17 deliveries to each of the addresses on the route he delivered. However, those deliveries were made over a 4 month interval extending from the middle of November 1983 to the middle of March 1984. There is more to learn when a Carrier has to learn 5 routes instead of 1 route. In my opinion, the Grievant was still on the "learning curve" when the office started monitoring NOVM in March 1984 and the mistake he made when he failed to leave NOVM for the Regular Carrier was an office procedural error that could have been readily corrected by simply reminding the Grievant to leave NOVM to the Regular Carrier.

Award

After a careful consideration of all the evidence and upon the foregoing findings of fact, I find that the Employer did not have just cause to emergency suspend and remove Ron Edwards from service. The Employer will immediately offer to re-instate Ron Edwards to his former position without loss of seniority or other benefits of employment, and make Ron Edwards whole for his loss of wages.


Edmund W. Schedler, Jr., Arbitrator
December 11, 1984