

**PRINCIPAL ASSIGNMENT AREA
ARTICLE 37.3.E.5.**

ATTACHMENT • 7

**W1C-5L-C-125/324
WILLIAM EATON
MARCH 27, 1984**

U-11

IN ARBITRATION PROCEEDINGS PURSUANT TO ARTICLE 15 OF THE
NATIONAL AGREEMENT BETWEEN THE PARTIES

Case Nos. W1C-5L-C 125 and W1C-5L-C 324
Helena, Montana - March 16 1984
Regular Arbitration

ARTICLE	37
SECTION	3E
SUBJECT	

U-5

AMERICAN POSTAL WORKERS UNION,)
AFL-CIO,)

and)

WILLIAM EATON

Arbitrator

UNITED STATES POSTAL SERVICE,)

Local.)

APPEARANCES:

FOR THE UNION:

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FOR THE SERVICE:

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ISSUE AND EVIDENCE

At issue in this dispute are two grievances involving two regular bid postings and one part-time regular posting at the Helena, Montana Post Office in the fall of 1981, involving similar questions consolidated for hearing and determination together, as follows:

Were the job bid postings in Helena, Montana specific enough in nature to fulfill the requirements of principal assignment areas in accordance with the National Agreement? If not, what is the appropriate remedy?

Hearing was held in Helena, Montana on March 16 1984. Following presentation of testamentary and documentary evidence by both parties, the issue was submitted to the Arbitrator for final and binding determination upon presentation of oral argument at the close of the hearing.

The Helena Post Office employes approximately 45 clerks of whom 26 or 27 are assigned to distribution. Tour I requires 12 to 13 clerks, Tour II, two clerks, Tour III, 12 clerks. The issue raised by the Union is whether the bid postings designate a "principal assignment area" as required by the provisions of Article 37, Section 3 E 5, of the National Agreement. The two regular postings, N-6 and N-7, stated the principal assignment area as "Main Office, Workroom Floor", indicating that the principal responsibilities would include "Distribute incoming letters, flats, sprs, and parcel post. Other duties as assigned." The PTR posting, position KP-12, indicated the principal assignment area as "Incoming & Outgoing Main Office Workroom Floor."

The Union contends that these postings lacked sufficient specificity to indicate the "principal assignment area" as required by Agreement. The Union contends that negotiations for the National Agreement, as well as practices of the parties and arbitration decisions, indicate that a principal assignment area is to be designated based upon the area in which the greater portion of the work of a tour is performed. The Postal Service contends that the Union's position amounts to an endeavor to obtain concessions concerning day-to-day seniority impossible to institute in a small installation, and not required by the National Agreement.

National Agreement Provisions

ARTICLE 37

CLERK CRAFT

Section 1. Definitions

B. Duty Assignment. A set of duties and responsibilities within recognized positions regularly scheduled during specific hours of duty.

C. Preferred Duty Assignment. Any assignment considered preferred by a full-time regular employee.

Section 2. Seniority

D. Application of Seniority

1. Seniority for full-time regular employees for preferred assignments and other purposes shall be applied in accordance with the National Agreement. . . .

Section 3. Posting and Bidding

A. Newly established and vacant clerk craft duty assignments shall be posted as follows:

4. The determination of what constitutes a sufficient change of duties, principal assignment area or scheme knowledge requirements to cause the duty assignment to be reposted shall be a subject of negotiation at the local level.

E. Information on Notices

Information shall be as shown below and shall be specifically stated:

1. The duty assignment by position, title and number (e.g., key of standard position).
2. PS salary level.
3. Scheme knowledge (essential and non-essential) and special requirements involving training, where applicable. When the assignment requires scheme distribution, one or more scheme(s) will be listed as essential.
4. Hours of duty (beginning and ending), and tour.
5. The principal assignment area (e.g., parcel post, incoming or outgoing in the main office, or specified station, branch, or other location(s) where the greater portion of the assignment will be performed.)
6. Qualification standards.
7. Physical requirement unusual to the specific assignment.
8. Invitation to employees to submit bids.
9. The fixed or rotating schedule of days of work, as appropriate.

F. Results of Posting

12. Normally, the successful bidder shall work the duty assignment as posted and shall not be displaced by a junior employee. This does not prohibit the Employer from assigning other employees to work the assignment for training purposes.

Local Memorandum of Understanding

ARTICLE XV - POSTING

Section 2: The Union, Employer, or employee involved shall decide what constitutes a sufficient change of duties (except starting time), principal assignment area or scheme knowledge requirements to cause a duty assignment to be reposted for bid. This in no way restricts the Employer's right to make such changes.

Work Assignments

The Manager of Mail Processing at the time the grievance arose, Jim Squyres (now Manager of Customer Services), testified that the information put on the postings at issue was derived by following the requirements of Article 37, Section 3 E. It was his opinion that the mail processing section is, in effect, defined by the workroom floor. To define the principal assignment area more restrictively, according to Squyres, would unduly restrict management flexibility in a small operation where, he maintained, most clerks perform a number of duties on every shift. Further definition would also, he testified, preclude training a proficient replacement for the work.

The Postal Service introduced into evidence a series of postings for 1980 and 1981, many of which indicated as the principal area of assignment the workroom floor of the main office as did the postings here at issue. None of these prior postings appear to have been grieved by the Union.

Postal Service supervisors testified that there is a considerable variety of duties for most distribution clerks on any given shift. The SPLSM operators, for example, rotate on

keying, sweeping, and bench marking the machine, and also into other distribution functions. Supervisor of Mails and Delivery Relief, Thomas Jelberg, testified that the average SPLSM operator spends approximately 17 hours a week keying, sweeping, and loading, and the remainder at other jobs. It was Jelberg's opinion that achieving a regular bid "doesn't mean a set position", but rather indicates hours, days off, and the other elements listed in Article 37, Section 3 E. Similarly, Supervisor of Mails on Tour III, Rick Jenkins, stated that in his opinion work assignments are made according to volume, qualification of employees, and staffing on any given tour.

Mr. Squyres testified that in his experience distribution clerks perform "half a dozen different duties" on any given tour. In this regard, it is agreed that most postings include, in addition to specific job duties, the indication that "Other duties as assigned" may be required. The net result of the practice as outlined by Postal Service supervisors, in the opinion of former Local Union President Gene Cyr, was to make full-time regulars "glorified PTFs." Cyr and other Union witnesses testified that, in their opinion, several jobs within the Main Post Office could be designated as principal assignment areas which have not been so designated, and which are required to be under the National Agreement.

One area so identified was working parcel post. Clerk Pat Higgins testified that he had worked parcel post for some two to three years on Tour I on a regular basis six to eight hours p

day, although the job posting under which he was assigned was worded in a manner similar to the postings in the present dispute. Tour I Supervisor Jelberg substantially agreed with Higgins, but commented that, in his opinion, the regular assignment of Higgins to the parcel post job had provided insufficient rotation for other employees to learn the job. In a similar manner, Tour III PTF Thomas Foy testified that he works outgoing parcel post and flats for a minimum of six hours per shift. As a PTF, of course, Foy has no right to bid the job.

Former Union President Cyr testified to his belief that working newspapers requires approximately six hours per night on Tour I, although he indicated that handling sprs might also be included to make up the six hours. Tour I Supervisor Jelberg estimated the amount of time spent on newspapers at three and one-half hours, spread over the shift as various newspapers arrive for processing. He agreed that one person could handle the assignment, and that normally one person is assigned to newspapers on Tour I. That person now appears to be Mr. Higgins, who formerly worked parcel post, and who was moved from parcel post to newspapers under the flexible policy of management without a reposting of the job having occurred. Tour III Supervisor Rick Jenkins testified by contrast that there is little in the way of incoming newspapers on his tour, and no outgoing newspapers.

Union witnesses also indicated that working the box section might require most of one shift on Tour I. Tour I Supervisor Jelberg agreed that approximately seven hours are required,

but pointed out that this is mostly between 0630 and 0700 in the morning, when the mail is ready, and must be boxed for delivery. In order to accomplish this, Jelberg is in the habit of "massing" everyone available to perform the work in the short period indicated, so that it could not be performed by one clerk throughout the shift.

The Union contended that the PTR posting at issue has not been given a specific assignment on the bid, although he habitually dumps mail for approximately 30 to 45 minutes at the beginning of his shift, and then goes to the letter case to distribute outgoing culls. Hence, according to Mr. Cyr, that position should be designated as outgoing distribution lettercase, not simply as workroom floor, as listed on the posting for the PTR position. Supervisor Jelberg testified that the assignment of the PTR would be more varied and unpredictable than the Union claims.

There appeared to be no disagreement between Union and management witnesses concerning the great majority of positions at the Helena Post Office, such as the SPLSM positions, register clerk, a combination of flats and air taxi clerk, window clerks, expediter, and perhaps other positions as well.

Negotiating History

The requirement that job posting notices specify the "principal assignment area" has been contained in the National Agreement since 1966. In that year what is now Section 3 E 5 of

Article 37, read: "The principal assignment area (e.g., section and/or location of activity)." Postal Bulletin 20588-A, dated May 5 1967, posed the following question and answer concerning this provision (the section was then D.5):

2. Question on part D.5: The posted notice of a vacant assignment defines the assignment area as: 'Main Office Distribution Unit.' Does this satisfy the Article XXII D.5. requirement to describe 'The principal assignment area (e.g., section and/or location of activity) in a post office with parcel post, incoming and outgoing sections in the main office distributing unit?

Answer: No.

The Contract language remained the same until 1975, when Subparagraph 5 was changed to read as follows:

The principal assignment area (e.g., parcel post, incoming or outgoing in the main office, or specified station, branch, or other location(s) where the greater portion of the assignment will be located).

A Postal Service training guide explaining the 1975 Agreement indicated that the foregoing change was included in order to clarify "the intent of principal assignment area-- where the greater portion of the assignment will be located." The notation indicated that "This does not bestow 'job ownership' to the successful bidder; it gives knowledge to prospective bidders of principal work location(s)."

The wording which now appears as Subparagraph 5 was adopted in the 1978-1981 Agreement. The only difference from the preceding Agreement is that the last word in the parenthetical material has been changed from "located" to "performed." Union witness Cyr testified that the provisions of the Local

Agreement, set forth above, were negotiated as a paraphrase to Article 37, Section 3 A 4. It was his opinion that, in order for the provisions of the Local Agreement, or those of Section 3 A 4, to be meaningful, a principal assignment area must be identified with sufficient specificity. Otherwise, he stated, it could not be determined whether conditions had occurred which would require a reposting of a duty assignment.

In addition to its testimony and evidence concerning bargaining history, the Union introduced into evidence a Step 4 decision of February 25 1980, which reads, in relevant part:

We mutually agree that the meaning and intent of Article XXXVII, Section 3E. 5, is to specifically state the principal assignment area where the greater portion of the assignment will be performed. Therefore, this information will be shown on future bid notices.

The grievance which had led to the Step 4 decision involved a large facility at Prince Georges, Maryland, in which the posting for a PS-5 Clerk-Stenographer indicated the principal assignment area as "MSC, Staff Offices." The settlement interpretation indicated that the facility consisted of several different divisions in staff offices, such as mail processing, support, personnel, and customer services. The Union agreed at the present arbitration hearing that the settlement did seem to concern a "fairly large" facility, but maintained that the principle should apply to the Helena Post Office nevertheless.

DISCUSSION

Union Argument

The National Agreement has required from the outset a principal area of assignment to be designated on job postings. The early interpretation of the 1966 Agreement, as set forth above, clearly shows that specificity is required.

In 1975, the language became more definitive, as the training guide excerpt also set forth above clearly shows. The principal area of assignment is to be where "the greater portion of the assignment will be located."

In 1978, the term "located" was changed to read "performed", the principal area of assignment now to be where the "greater portion" of the work is "performed." It was in the same year that what is now Article 37, Section 4 F 12, was added, providing that a successful bidder "shall not be displaced by a junior employee", except for training purposes.

The Union asks how "displacement" could be determined if there is no principal assignment area specifically defined. The Step 4 decision involving the Prince Georges, Maryland Post Office underscores the Union's position in the present dispute.

The intent of the Union in this dispute is not to take flexibility away from management, or to create needless job assignments. It is simply to identify duty assignments so that employees bidding for them, and responsible for performance within the assignment, can know what it is they are bidding for, as required by the National Agreement. For this to occur, the primary, or principal

assignment area where the work is to be performed must be clearly identified. Collateral duties can be, and are, also specified on the job posting. In addition, "other duties as assigned" may also be legitimately required. The Postal Service has the PTF classification at its disposal to achieve maximum flexibility. The Contract requires more specificity and predictability in regard to FTR and PTR classifications.

Nor does the size of the office affect the requirements of the Agreement. Even a two person office has window and mail processing duties, which must be designated as such. It may be somewhat more difficult in a smaller office to meet the requirements of Section 3 E 5, but those provisions apply nevertheless. The postings at issue make no distinction upon which employees can rely in enforcing their rights under the National Agreement.

Under Article 37, Section 1 B, a "duty assignment" cannot be recognized unless there is a "set of duties and responsibilities within recognized positions" as a basis for identification. Nor can a "preferred duty assignment" under Section 1 C be identified without a specification of duties and responsibilities.

Similarly, under Section 2 D, "preferred assignments" cannot be identified under the postings at issue. Nor, under Section 3 A 4 could a "position change of duties" in the principal assignment area be known in order to require reposting unless the duties are specifically indicated.

Finally, under the provisions of Article 37, Section 3 12, it cannot be known whether a senior employee is being "displ

by a junior employee in his bid job unless that job is clearly identified according to its principal assignment area and the work performed therein.

For these reasons the Union respectfully submits that the Postal Service has violated the cited provisions of Article 37 of the National Agreement. As a remedy it is requested that the Arbitrator direct the Helena Post Office to review all present positions, and to designate a principal assignment area for the various positions on the workroom floor in the main office, on the various tours, and that future job postings show such specific principal assignment area.

Postal Service Argument

The issue is whether the bid postings in dispute meet the specificity requirements of Article 37.3 E of the National Agreement. The evidence is that both the postings at issue and prior postings have contained basically the same information. That is, designation of the location (main office, workroom floor office, windows, finance, downtown station), incoming or outgoing or machine distribution requirements, and hours of duty designating the tour. The postings at issue all designated the principal assignment area as Main Office, Workroom Floor, and the principal responsibilities as distributing either incoming or outgoing letters, flats, sprs, parcel post, and "Other duties as assigned."

The evidence shows that the small size of the Helena Post Office requires that distribution employees perform all

tasks of distribution on their tours. They must be familiar with distribution of flats, letters, small parcels, and parcel post. On Tour I they must also perform unloading of trucks. Mechanization in the office consists of two single position letter sorting machines, whose operators are also assigned to the other duties in the office on a rotation basis when they are not operating, sweeping, or loading the machines.

Testimony has been presented to show that specific area assignments, such as city flats or letters, parcel post, or SCF letters, would undermine the ability of this office to process mail efficiently by creation of a day-to-day seniority system for the assignment of specific tasks.

It is management's position that the language contained in the job postings at issue is sufficiently specific to allow persons considering bidding for preferred duty assignments to understand where the work is located (main office or downtown station), which scheme is required (city or outgoing), and which tour of duty. Special requirements for the position are also listed, all in conformance with Article 37 3 E of the National Agreement.

Management at the Helena Post Office has attempted to rotate distribution clerks among the many specific tasks both to allow employees the opportunity to perform desirable as well as undesirable work during the week, and to maintain efficiency of the service through flexibility. Application of a day-to-day seniority system for preferred jobs would create an undue hardship

Remarks of Arbitrator Gerald Cohen, in Case No. C8C-4B-C 12990, decided March 16 1982, and furnished to the present Arbitrator by the Postal Service, are relevant to the first argument. Arbitrator Cohen points out that a collective bargaining agreement does not add to management's rights, but takes certain management rights away which would exist in the absence of that agreement. Absent the National Agreement, local management would have complete flexibility in assigning jobs, even regardless of craft, seniority, or other considerations. The real question, then, is whether there is a limitation in the National Agreement on management's rights, including its right to manage the workforce flexibly, which applies in the present dispute.

The Postal Service contends that Article 37, Section 3 requires only a designation of incoming or outgoing, and that greater specificity is not required. A similar argument had been advanced by the Postal Service in Local Cases W8C-5D-C 11699 and 16378, decided by Arbitrator James P. Martin on January 7 1984.

Arbitrator Martin noted the negotiating history which has been summarized above, and concluded that the parenthetical language in Section 3 E 5 is meant to furnish "examples of Principal Assignment Areas, but does not define or limit the concept of Principal Assignment Areas." He pointed out that the letters "e.g." designate examples, but do not confine the requirement to those examples listed. He therefore concluded that designation of a principal assignment area "in a multi hundred employee location does not contain the specificity required by the

Employer in the present dispute being that the limited number of clerks in the Helena Main Office facility do in fact perform the "same duties" on "an interchangeable basis." Arbitrator Walt, nevertheless, directed the employer in the cited case "to include a sufficiently specific designation of duties and responsibilities so as to apprise potential bidders of the particular duty assignment to be filled."

It seems to me that the various considerations which bear upon the issue to be decided in this case form a coherent pattern of interpretation. Section 3 E 5 requires a "principal assignment area" to be designated. The parenthetical material is to be interpreted as furnishing examples of such a principal assignment area, and not to define or limit what those areas might be. The requirement of 3 E 5 must also be interpreted to comport with the other provisions of the Agreement cited by the Union, concerning duty assignment, preferred duty assignment, sufficient change of duties so as to require reposting the position, and the requirement that a successful bidder shall normally work the assignment as posted unless replaced for training purposes. None of these related provisions has any meaning if the "principal area of assignment" cannot be determined as a practical matter.

At the same time, there is indication in the arbitral awards cited that greater specificity may be possible in large installations than in small ones. It is even suggested in at least one case that where all employees work at all available jobs on an interchangeable basis, the "principal assignment area" might be

the same for all of them. However that may be, the situation suggested there is clearly not that presented in this dispute.

The parties are agreed that a number of positions have been identified with specificity, and that there is no dispute concerning the posting of those positions, such as the SPLSM positions, expediter, register office, and others. The dispute concerns whether there are other identifiable positions which could also be designated with greater specificity. The evidence indicates that there are at least two such positions, perhaps more.

It seems clear that the parcel post position (which, incidentally, is specifically listed in the examples given in Section 3 E 5) on Tour I is essentially a full-time position, even though not listed as such. It also appears that processing the newspapers on Tour I, if requiring somewhat less time than parcel post, is also a position which occupies more than half of the time of a single employee on the shift.

By contrast, the Union has failed to make the same showing concerning the boxing of mail. Although the total number of hours expended during a shift on Tour I performing this work may be less than eight, the evidence is convincing that the work is required to be done in a short period, and therefore must be done by a number of employees working at the same time. Whether the PTR position at issue is primarily dumping and casing is less clear but may well be definable as a principal assignment area as the Union contends. Whether there are other positions susceptible to such designation is more difficult to determine.

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Making the two or three specific designations (and perhaps others as well) indicated need not deprive the Postal Service of the flexibility which it requires. The position descriptions all indicate particular collateral or ancillary duties in addition to the principal area in which the work is to be performed, and indicate that other duties may be assigned as necessary in addition. This clearly protects the right of the Postal Service to assign work in the flexible manner necessary for efficient operation. Moreover, the Union has emphasized that it is not seeking makework or redundant job assignments. What it is seeking, and has a right to request under the Agreement, is a definition of the actual jobs performed in a manner consistent with the provisions of Section 3 E 5, and with the related provisions of the Agreement which the Union has referred to in its argument.

What is required, and has not been entirely accomplished is designation of the principal assignment area on the bid posting in such a manner that it can be easily ascertained "where the greater portion of the assignment" will be "performed." The employee bidding the job has a right to perform that portion of the work so designated. When that work is finished, the Postal Service retains the right to assign him or her to other work as has been its custom.

The Award is rendered accordingly.

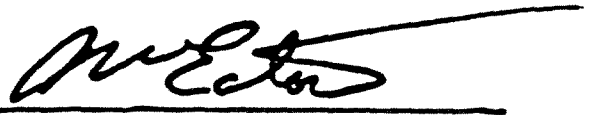
AWARD

1. The job bid postings at issue are not specific enough in nature to fulfill the requirements of principal assignment areas in accordance with the National Agreement.

2. Local management is directed to review work being performed on the workroom floor at the Main Post Office in Helena, and to designate a principal assignment area wherever reasonably feasible, pursuant to the Arbitrator's "Conclusions" as set forth above.

3. Such designations shall not result in makework or redundant assignments, nor shall they inhibit the flexible assignment of employees after they shall have performed the work in their principal assignment area on any given shift.

4. The Arbitrator retains jurisdiction in the event that any question shall arise as to the interpretation or application of this Award.



William Eaton
Arbitrator

March 27 1984