

NATIONAL ARBITRATION PANEL

In the Matter of the Arbitration)	GRIEVANT: Class
between)	actions
UNITED STATES POSTAL SERVICE)	POST OFFICE:
and)	St. Louis, Missouri,
AMERICAN POSTAL WORKERS UNION)	et al
)	CASE NOS.
)	H4T-4K-C 9434, 9435,
)	et al

BEFORE: Richard Mittenthal, Arbitrator

APPEARANCES:

For the U. S. Postal Service: L. G. Handy
Manager, Labor Relations
Salt Lake City

For the Union: Thomas S. Freeman, Jr.
Assistant Director
Maintenance Division

Place of Hearing: Washington, D.C.

Date of Hearing: February 23, 1988

Dates of Post-Hearing Briefs: April 19 and 29, 1988

AWARD: The grievances are denied.

Date of Award: May 16, 1988


Richard Mittenthal
Arbitrator

RECEIVED MAY 23 1988

BACKGROUND

These grievances involve the maintenance craft. They protest the Postal Service's action in changing an existing duty assignment, through reversion or abolishment, into a relief assignment. The APWU alleges that the creation of a relief assignment in this fashion is a violation of Article 38, Section 7E1 of the National Agreement. The Postal Service disagrees.

In order to understand the dispute, it would be helpful to describe in general terms the method by which Management establishes an employee complement for each maintenance position in a postal facility. The first step is the preparation of inventories of the maintenance work to be performed on building and equipment, including of course all mail processing equipment. Production standards are then applied to each maintenance task in the inventory. Those standards apparently include the highest time required for a given task and the lowest prescribed frequency for such task. The resultant man-hours are adjusted for deviations. For example, if experience at a particular facility shows that certain equipment takes less time to maintain than the production standard used, man-hours are adjusted downward. Or if experience shows that this equipment is maintained with a greater frequency than the production standard used, man-hours are adjusted upward. And numerous other local matters may prompt other adjustments.

Total man-hours demanded for these tasks is then divided by the number of man-hours available in a year from an employee in the maintenance position in question. The result is an employee complement for this maintenance position, that is, the anticipated number of employees needed in this position to perform the anticipated work. The man-hours available figure takes into consideration annual leave and some sick leave.

To illustrate the issue before the arbitrator,¹ assume that there is a complement of ten Electronic Technicians in a particular facility and that six are assigned to daylight tour and two each to the other tours. These are known as existing duty assignments. Assume further that absences of

¹ I have constructed this example as a means of clarifying the issue. The example bears no relationship to the underlying facts which were not made clear in the grievance papers and which were not really developed at the arbitration hearing.

one week or more due to annual leave, sick leave and off-site training far exceed what Management expected and that the tours to which two Electronic Technicians are assigned are short-handed and unable to keep up with critical work. Management believes this work cannot be postponed until the absentees return. Its response is to establish two Electronic Technician relief assignments on daylight tour and to place these employees on the off tours, as needed, to handle the necessary maintenance work.

The Postal Service believes that Article 38, Section 7E permits the establishment of relief assignments in these circumstances. That provision is entitled "Relief Assignments" and reads as follows:

"1. When Management determines that work coverage is necessary, relief assignments in the maintenance craft may be established only to provide coverage for scheduled annual leave, sick leave absences of five days or more, or employees absent for off-site training of five days or more.

"2. Relief assignments, which shall be kept to a minimum, will be posted by a notice of intent which, in addition to the information required in Section 4C (Information on Notice of Intent) will also show the days and hours of the specific duty assignment(s) being relieved."

The Postal Service urges that Management's method of establishing the two Electronic Technician relief assignments was perfectly proper under 7E1. Management abolished two existing duty assignments on daylight tour (or reverted two vacancies in such duty assignments) and then posted and filled these positions as relief assignments. It thus kept the employee complement at ten Electronic Technicians with two relief assignments as part of the complement. It noted that those who filled the relief assignments still spend the great majority of their time on their regularly scheduled tour and are called upon to replace absentees only as needed for the purposes mentioned in 7E1. It emphasized that this 7E1 right permits the kind of flexibility in scheduling which assures adequate coverage for critical jobs without enlarging the complement.

The APWU asserts that relief assignments may only be established in addition to the regular complement of Electronic Technicians. It concedes that had Management created these relief assignments by adding an eleventh or twelfth Electronic Technician to the complement, it would have had

no objection. It says this is the manner in which 7E1 contemplated the establishment of relief assignments. Its view, in other words, is that Management has no right to abolish or revert an existing duty assignment in order to create a relief assignment. It believes that when Management did so in this case, it violated 7E1. It adds that Management is "attempting...to avoid [its] obligation under Article 8...to pay an out-of-schedule premium to employees when they are worked outside of their regular schedule as established by their duty assignment..."

The Postal Service replies that no such restriction is found in 7E1. It states that relief assignments may be established within the regular complement of Electronic Technicians if Management wishes and that nothing in 7E1 precludes the abolishment or reversion of existing duty assignments as a means of creating relief assignments. In its opinion, there has been no violation of 7E1.

DISCUSSION AND FINDINGS

Article 38, Section 7E1 plainly grants Management the right to "establish..." relief assignments. There are two express restrictions on that right. First, according to 7E1, relief assignments can be created "only to provide coverage for scheduled annual leave, sick leave absences of five days or more, or employees absent for off-site training of five days or more." Thus, Management can exercise this right solely for the purpose of covering the work of certain defined absentees. Second, according to 7E2, relief assignments "shall be kept to a minimum." Nowhere did the parties spell out what they meant by "a minimum." But the sense of 7E2 clearly is that Management may create no more relief assignments than are absolutely necessary. Thus, Management's right under 7E1 is circumscribed by 7E2 although the precise limitations of 7E2 have yet to be determined by any arbitration award.

The APWU seeks through these grievances to place a third restriction on Management. It argues that Management may exercise this 7E1 right only where the relief assignment is in addition to the current employee complement and that therefore 7E1 cannot be used to transform an existing duty assignment, through abolishment or reversion, into a relief assignment.

This argument finds no support in the express terms of 7E1 or 7E2. Neither clause makes any mention of a relationship between relief assignments and employee complements. Nothing in 7E deals with the abolishment or reversion of existing duty assignments. The question of whether a relief assignment must be established in addition to a current employee complement - or may be established within such a complement - is simply not addressed by 7E. Had the parties intended the kind of restriction urged by the APWU, they surely would have written it into 7E. For a subject as important as the employee complement, that is, the size of the work force, would hardly have been ignored. I find, accordingly, that 7E on its face does not bar Management from creating relief assignments within an existing employee complement.

It is true, as the APWU stresses, that relief assignments are "separate and apart" from normal duty assignments. The relief assignments have a different purpose; the relief assignments must be posted in accordance with 7E2 rules. But these realities do not serve to freeze the number of normal duty assignments or to bar Management from transforming a normal duty assignment, through reversion or abolishment, into a relief assignment. The subject of how relief assignments come into being, specifically, their relationship to an existing employee complement, is not dealt with in 7E. I can find no sound basis for ruling that the language or purpose of 7E necessarily implies that relief assignments can arise only as an addition to an existing employee complement.

This 7E language first appeared in the 1981 National Agreement. The APWU asserts that in the 1981 negotiations its spokesman stated that the Union considered relief assignments "as being...positions in addition to the existing complement." The Postal Service insists there was no such discussion. Its detailed minutes of the negotiations nowhere mention this APWU claim. But even if this matter was raised by the APWU, there is no convincing evidence that the parties then reached a mutual understanding relating relief assignments to employee complements in the manner urged by the APWU.

My conclusion must be that the relief assignments in dispute were not a violation of Article 38, Section 7E1 of the National Agreement. The question of whether these relief assignments were "...kept to a minimum" at each facility in accordance with 7E2 is not before me in this case.

AWARD

The grievances are denied.

A handwritten signature in cursive script, reading "Richard Mittenenthal".

Richard Mittenenthal, Arbitrator