

In the Matter of the Arbitration Between:

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UNITED STATES POSTAL SERVICE

AND

Case No. H8T-3A-C-17774

Case No. H8T-3Q-C-22423

AMERICAN POSTAL WORKERS UNION

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Hearing held June 23, 1983

Before Richard I. Bloch, Esq.

APPEARANCES:

For the Union

Richard Wevodau

For the Postal Service

Roland MacPhail

#### OPINION

##### Facts

The grievance in this case was registered over the failure of the Dallas, Texas and Shreveport, Louisiana BMC's, in 1980, to post cleaning route (CL) numbers on bids for vacancies in custodial classifications. The grievance is confined to the terms of the 1978-81 National Agreement which, it is claimed, requires the posting.<sup>1</sup>

##### Issue

Does the National Agreement require posting of cleaning route numbers on the vacancy notices?

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<sup>1</sup>The language at issue, however, was unchanged in subsequent agreements.

Union Position

The Union says the agreement requires posting such information to inform employees not merely of the fact that they are working, for example, in the Shreveport facility, but also that they will be assigned to a specified list of tasks. This information is essential, it is claimed, so that employees may know the specifics of a particular assignment they are bidding.

Management Position

Management says the particular cleaning routes are assigned on a daily basis and that an individual may well be given a scattered variety of such routes periodically. It denies that there is a designated principal assignment area and maintains, therefore, that there is no violation in failing to post it.

Relevant Contract Provisions

ARTICLE 38

. . . Section 2

. . . E. Information on Notice of Intent

1. The duty assignment by position title and number (e.g., key, standard, or individual position).
2. PS salary level.
3. Hours of duty (beginning and ending).
4. The principal assignment area (e.g., section and/or location of activity).
5. Qualification standards, including occupational code numbers when such standards and numbers are available.
6. The fixed schedule of days of work.
7. Physical or other special requirements unusual to the specific assignments.

Analysis

Article 38 of the 1978-81 National Agreement deals with Information On Notice Of Intent. As noted above, in addition to the title and other identifying characteristics, including the salary level, hours and other items, Subsection 2(E)(4) specifies:

The principal assignment area (e.g., section and/or location of activity).

On the one hand, Section 2(E) is clearly intended to require enough information to give prospective bidders an understanding of the position for which they are bidding. The parties differ here as to how detailed the listing must be.

In focusing on Subsection 4, the Union says that each potential cleaning route must be listed, so as to identify the "location" worked. For the reasons that follow, however, the finding is that this interpretation goes beyond the reasonable reading of that section. First, the language itself, to the extent it requires certain information, does so in general terms. One notes, for example, that the parenthetical statement referenced above presents an option. The principal assignment area may be defined by listing "section and/or location of activity." Management could comply, therefore, by listing only the "section" which in Shreveport, at least, has been defined by the local parties in terms of plant-wide occupational groups and tours. Thus, precise

location is not necessarily required.

Beyond the strict interpretation, however, one must recall the overall purpose of the section, which is, as indicated above, to provide as much information as possible to a prospective applicant. Implementing this goal requires reviewing the actual nature of the assignment. Regional Case Number S1T-3D-C-4575, cited by the Union for this Arbitrator's consideration, involved Management's failure to provide daily written route sheets or to post specific principal assignment areas for deaf custodial workers. The Arbitrator in that case found, among other things, that "a [description of] a large area may satisfy Article 38, Section 2.D, where the duties of a position can fairly be said to extend over the area from day to day . . . . A number of factors can enter into a fair determination that a position should have a broad principal assignment area."

For the deaf custodial worker, he concluded, the contract required describing a smaller area. "There is particular confusion," he said, "uncertainty and damage to morale for the deaf employees in not having more limited and specific assignment area. Safety can be involved . . . ."2

Aside from the contractual conclusion with which, for reasons stated above, this Arbitrator differs, one notes that

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<sup>2</sup>At page 7.

the Arbitrator in the regional case looked to the actual scope of duties being performed by deaf employees. On the basis of that evidence, he found the duties to be in a defined area and therefore held that the posting should reflect that fact.

In this case, the nature of the assignment or assignments are such as may not reasonably be said to be required in terms of the type of extensive detailing that would be inherent in listing each and every CL route. Among other things, it is clear that Management does now, and has always, assigned individual custodial personnel to route sheets as the need exists, depending on the particular cleaning and maintenance demands. Posting the specific routes on the Notice of Intent would also give the misleading impression that such assignments to the bidding employee are mandatory and, from the evidence, this is not the case.<sup>3</sup>

Practice under this provision yields no grounds for a contrary conclusion. According to the evidence, an informal survey conducted by Management of some five or six hundred facilities indicated that only eight had been posting route numbers. Moreover, while the subject has long been one of discussion and dispute between the parties, both in nego-

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<sup>3</sup>And, in the regional case cited above, in concluding that deaf workers' smaller principal assignment areas should be listed, the Arbitrator also stressed that such designation "does not create domains outside of which the employees cannot be asked to work." (At page 7.) Management, he held, could assign outside the area "when work runs out or as needs arise."

tiations and in meetings surrounding Article 19 Handbook revisions, there have been no modifications of the contract language. Indeed, the only change in evidence is an uncontested modification of the Handbook removing any suggestions that particular routes could be bid. Nothing in this Opinion should be read as suggesting that such modification could have the effect of somehow changing the requirements of the labor agreement. As the Union notes, the Handbook must in any event conform with the contract. The conclusion here is limited to the observation that the National Agreement, as written, does not require the posting of routes and, despite extended discussions on this subject between the parties, there has been no agreement that would alter this conclusion. For these reasons, the grievance will be denied.

AWARD

The grievance is denied.



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Richard I. Bloch

November 7, 1983