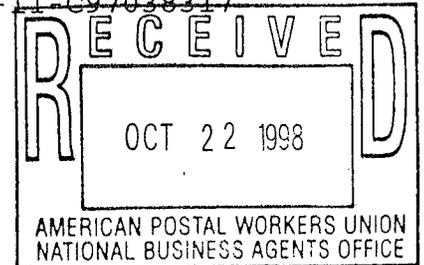


REGULAR ARBITRATION PANEL

In the Matter of Arbitration)
)
 between)
)
 UNITED STATES POSTAL SERVICE)
)
 and)
)
 AMERICAN POSTAL WORKERS UNION)

GRIEVANT: Class Action
POST OFFICE: Des Moines, Iowa
CASE NO. I94C-1I-C97038317



BEFORE: Lamont E. Stallworth

ARBITRATOR

APPEARANCES:

For the U.S. Postal Service:

Jeffery W. Claye
Labor Relations Specialist
Midwest Area

For the Union:

Carl Casillas
National Business Agent
Clerk Division
St. Louis Region

Place of Hearing:

Des Moines, Iowa

Date of Hearing:

August 14, 1998

AWARD:

The instant grievance is settled per the Parties' August 14, 1998 Settlement Agreement as provided herein.

Date of Award: October 20, 1998

A handwritten signature in cursive script, appearing to read "Lamont E. Stallworth".

Lamont E. Stallworth
Arbitrator

THE ISSUE(S):

The Parties each submitted the following issue(s) to the Arbitrator:

The Union presented the issue(s) as follows:

1. Whether or not group leaders should be trained on all responsibilities of group leader?
2. Whether group leaders are being used on a fair and equitable basis as group leaders?

The Service presented the issue(s) as follows:

1. Did the Employer violate the contract when the hours used by group leaders for administrative duties are not equalized?

RELEVANT CONTRACT PROVISIONS:

**ARTICLE 3
MANAGEMENT RIGHTS**

The Employer shall have the exclusive right, subject to the provisions of this Agreement and consistent with applicable laws and regulations:

- A. To direct employees of the Employer in the performance of official duties;
- B. To hire, promote, transfer, assign, and retain employees in positions within the Postal Service and to suspend, demote, discharge, or take other disciplinary action against such employees;
- C. To maintain the efficiency of the operations entrusted to it;
- D. To determine the methods, means, and personnel by which such operations are to be conducted;
- E. To prescribe a uniform dress to be worn by designated employees; and

F. To take whatever actions may be necessary to carry out its mission in emergency situations, i.e., an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

(The preceding Article, Article 3, shall apply to Transitional Employees)

ARTICLE 5 UNILATERAL ACTION

The Employer will not take any actions affecting wages, hours and other terms and conditions of employment as defined in Section 8(d) of the National Labor Relations Act which violate the terms of this Agreement or are otherwise inconsistent with its obligations under law.

(The Preceding Article, Article 5, shall apply to Transitional Employees)

BACKGROUND:

The Union filed the instant grievance on November 14, 1996, claiming that Management has shown favoritism to some group leaders since the inception of the Group Leader position. (Joint Exhibit No. 2). Specifically, the Union charged that the Service allowed some group leaders to be utilized more frequently than others in direct violation of the Local Memorandum of Agreement of the Parties ("LMOU") dated May 25, 1995. (Joint Exhibit No. 3). The Union also charged that not all group leaders were trained equally and that the Service is engaged in disparate treatment of employees through the current use of group leaders. The Union states this treatment results in low group leader morale. (Joint Exhibit No. 2).

In the instant grievance the Union requested that all group leaders be treated equally and be trained on any duties that fall within the realm of their tour or of any overlapping tour to remedy

the situation. (Joint Exhibit No. 2). The Union also requested that a rotating duty schedule, or any other agreed upon format, be implemented for the fair and equitable treatment of all group leaders. (Joint Exhibit No. 2).

The Service denied the instant grievance at Step 2 on December 26, 1996. The Service asserted that it was management's position that group leader positions were created to assist management. The Service also asserted in the Step 2 denial that the Local Memorandum of Agreement did not provide for the equalization of duties between group leaders. The Service also noted that the LMOU stated that the group leaders' areas of responsibility will be determined by management at the local level. The Service indicated that the Union's contention of disparate treatment was without merit. (Joint Exhibit No. 2).

The instant grievance proceeded through the contractual grievance procedure; however, the Parties were unable to resolve the instant dispute. Accordingly, the Parties submitted the above-referenced grievance to arbitration. It is within this factual context that the instant dispute arises.

THE UNION'S POSITION:

It is position of the Union that the Postal Service violated the May 25, 1995 Local Memorandum of Agreement or LMOU with respect to group leader training and assignment. (Joint Exhibit No. 3; page 1). The Union contends that group leaders should be trained on all functions as detailed in the LMOU. (Joint Exhibit No. 3).

The Union asserts that there is a strong suggestion of favored treatment with regard to the assignments given to group leaders. (See Joint Exhibit Nos. 5, 6 and 7). The Union argues that not all of the group leaders are trained on all functions. The Union cites the example of a window clerk who is trained on all duties and not only certain duties. The Union submits that the same treatment and training of all group leader functions should be extended to group leaders in accordance with Joint Exhibit No. 3.

With regard to remedy, the Union requests that the Service be directed to train all group leaders (approximately sixteen) on all duties as described in Joint Exhibit No. 3.

Based on the foregoing, the Union requests that the instant grievance be sustained and that the Arbitrator order that all group leaders be treated equally; be trained on any duties that fall within the realm of their tour or of any overlapping tour; and that a rotating duty schedule, or any other agreed upon format, be implemented for the fair and equitable treatment of all group leaders. (Joint Exhibit No. 2).

THE SERVICE'S POSITION:

It is the position of the Postal Service that management did not violate the Collective Bargaining Agreement or the LMOU by failing to equalize group leaders hours. (Joint Exhibit Nos. 1 and 3). The Service claims that the LMOU or Joint Exhibit No. 3 was entered into in 1995 and that the LMOU provided employees with a group leader designation and a classification for administrative duties.

The Service asserts that the instant grievance was filed a year and one-half later after the LMOU was signed claiming that group leaders were not being used on an equal basis. The Service asserts that under Article 3 of the Managements Rights clause the Service is allowed to utilize group leaders as it deems necessary. The Service argues that such use of group leaders does not violate the LMOU or the National Agreement.

The Service further contends that management's actions with respect to the assignment duties for group leaders is neither arbitrary or capricious. Rather, the Service argues that it acted within the confines of all applicable labor agreements. The Service also asserts that group leaders are not similarly situated to other employees as the Union suggests. The Service, therefore, contends that the Union cannot prevail with its argument that disparate treatment occurred in the instant grievance.

In light of the foregoing, the Service requests that the Arbitrator conclude that the Service did not violate the Agreement or the LMOU, and that the instant grievance be denied in its entirety as being without merit.

OPINION:

This is a contractual interpretation dispute involving the use of group leaders at the Remote Encoding Center in Des Moines, Iowa.

The Parties each submitted the following issue(s) to the Arbitrator:

The Union presented the issue(s) as follows:

1. Whether or not group leaders should be trained on all responsibilities of group leader?
2. Whether group leaders are being used on a fair and equitable basis as group leaders?

The Service presented the issue(s) as follows:

1. Did the Employer violate the contract when the hours used by group leaders for administrative duties are not equalized?

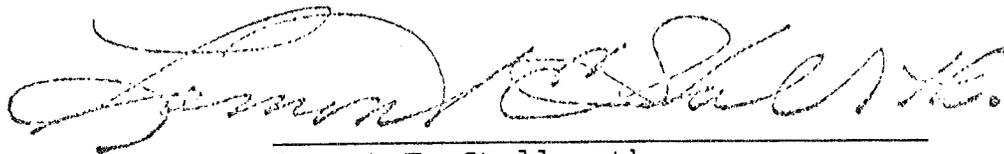
Subsequent to the holding of the hearing in this matter the Parties were able to resolve the instant grievance.

The Settlement Agreement of the Parties is made part of this stipulated award. The Settlement Agreement provides as follows:

The Parties agree that the employer will engage in a course of training to ensure that the Group Leader, Data Conversion Operators are trained equally on the administrative functions on the tour to which they are assigned. Said training will be completed no later than six months from the date of execution of this agreement. Any Group Leader newly assigned to a tour will be provided with the training necessary to be qualified equally with the other Group Leaders on the tour in a timely manner.

AWARD

The instant grievance is settled per the Parties' August 14, 1998 Settlement Agreement as provided herein.



Lamont E. Stallworth
Arbitrator

Signed this 20th day of October, 1998

City of Chicago
County of Cook
State of Illinois

LES:CHG