

MIDWEST EXPEDITED ARBITRATION PANEL

In The Matter of Arbitration )

between )

UNITED STATES POSTAL SERVICE )

and )

AMERICAN POSTAL WORKERS UNION )

Grievant: Mark McWilliams

Post Office: Des Moines, IA

Case No: I90C-1I-C96016579

Before Michael D. Gordon, Arbitrator

Appearances:

For the Postal Service: Stephen J. Thalken

For the Union: Bruce Clark

Place of Hearing: Des Moines, IA

Date of Hearing: May 15, 1998

Date of Award: May 16, 1998

Award: Grievance Denied

AWARD SUMMARY

Issue: Did the Postal Service violate the National Agreement and local MOU when it forced Grievant to work Columbus Day, 1995; and, if so, what shall be the appropriate remedy?

Facts: Grievant, a Tour III MPFSM, was involuntarily scheduled to work the 1995 Columbus Day holiday. Polli Petersen, a junior Tour III MPFSM on limited duty (10 lb lifting and no repetitive wrist motions) was not. The holiday bid form only listed "24" in the "skills needed" category. Six keyers and two sweepers were assigned to three FSMs. Petersen held a bid in the FSM area but her duties consisted of label printing, monitoring inventory supplies, photocopying and similar functions that otherwise would have been performed by employees as collateral duties. She could not key punch or pull/knife tubs of mail. She had volunteered and/or been

forced to work certain other holidays.

Position of Parties: Union: (1) The local MOU controls; (2) FSMs worked clerks from this pay area on the holiday; (3) Management should have specified special skills on the bid form rather than merely list a number; (4) the same job functions are required on a holiday as on non-holidays and Petersen worked the area within her limitations; (5) Grievant should receive an additional 50% of his holiday pay. Management: (1) Petersen was not scheduled because of her work restrictions; (2) Management can schedule holiday work based on the necessary skills and operational needs of the particular holiday work (therefore, Petersen's scheduling on other holidays is irrelevant); (3) keyers and sweepers were needed on Columbus Day and Petersen could not perform those functions.

Opinion: The cited MOU provisions appear directed at scheduling volunteers. Neither Grievant nor Petersen wanted to work the holiday. Normally, when there is no volunteer, the junior employee must work. However, even though the job bid did not specify the exact FSM functions needed, it is undisputed that Petersen could not key or sweep. So, if she were forced to report, it would not relieve Grievant of also being forced because Management would have had to schedule one more employee to do the necessary work. Thus, the fact Petersen was not forced to work did not result in Grievant being scheduled since he would have had to work in either event.



Michael D. Gordon, Arbitrator