

American Postal Workers Union, AFL-CIO
 GRIEVANCE
 STATUS LETTER
 (CENTRAL REGION)
 APWU-USPS NAT. GRIEVANCE

GRIEVANT-PERSON OR UNION FROM LINE 8 (LASTNAMEFIRST) MASSON, R. / MC WILLIAMS, M.		USPS REGIONAL GRIEVANCE 190C-11-C96014615/16579
WORK LOCATION CITY AND ZIP CODE FROM LINE 10 DES MOINES, IA.		APWU REGIONAL GRIEVANCE 13436/13455
CONTRACT ISSUE ARTICLE 25 & 11	CRAFT CLERK	APWU LOCAL GRIEVANCE 77-95-10895/10907
	DATE May 20, 1998	

TO: DIRECTOR, INDUSTRIAL RELATIONS
 AMERICAN POSTAL WORKERS UNION, AFL-CIO
 1300 L STREET, N.W.
 WASHINGTON, D.C. 20005

D/A: 5/16/98 EXP
 DENIED
 ADVOCATE:
 Bruce Clark

- WITHDRAW FROM STEP 4 OR ARBITRATION
- SETTLEMENT
- ARBITRATION AWARD
 - NATL. CERTIFICATION
 - LOCAL CERTIFICATION

PYMT. # 505423

PYMT. # 505424

Arbitrator's Statement -- Michael Gordon
 \$556.19 -- D/H: May 15, 1998

ATTACHED IS DOCUMENTATION IN SUPPORT OF ACTION INDICATED

190C-11-C96014615: On this record, poor attendance alone is a rational, permissible reason to remove Grievant from his OJI assignment. Therefore, the Agreement was not violated.

190C-11-C96016579: The grievance is denied.

cc: NBA, St. Louis Division Office, APWU
 President, Des Moines Area Local# (0044), APWU ✓

LEO F. PERSAILS, COORDINATOR
 CENTRAL REGION
 AMERICAN POSTAL WORKERS UNION,
 AFL-CIO

LFP:lnf

MIDWEST EXPEDITED ARBITRATION PANEL

In The Matter of Arbitration)
)
 between) Grievant: Robert Masson
)
 UNITED STATES POSTAL SERVICE) Post Office: Des Moines, IA
)
 and)
) Case No: I90C-1I-C96014615
)
 AMERICAN POSTAL WORKERS UNION)

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 by discontinuing use/removing Grievant as a job instructor; and, if so, what shall be the appropriate remedy?

Facts: Grievant was removed from his assignment as a sometime On-the-Job Instructor (OJI) on September 22, 1995, after his immediate supervisor, and two other supervisors, concluded that he was not the kind of person who should hold such duties. Grievant had had attendance problems, including discipline for AWOL's, and complaints that he dealt inappropriately with certain female employees.¹

¹ At the hearing, Management cited other alleged problems; however, since they had not been mentioned earlier in the grievance procedure, those reasons were ruled irrelevant.

Position of Parties: Union: (1) The fact that an OJI appointment is voluntary is irrelevant; (2) Article 25 covers higher level assignments and its intent is that higher level assignments can not be eliminated arbitrarily; (3) the OJI job is to transmit skills, it is not a mentor job; and, it is sporadic and lasts only a short time for each trainee; (4) attendance is the major reason Grievant was removed and, in context, use of attendance is an abuse of management discretion; (5) Grievant should be recertified as an OJI and made whole for all losses suffered since his improper removal.

Management: (1) OJI assignment is strictly voluntary; (2) nothing in Article 25 or elsewhere in the Agreement limits removal of an employee from the OJI position; (3) absent contractual limitations, Article 3 gives Management authority to assign employees however it pleases; and (4) Management had good reasons for removing Grievant from his OJI assignment.

Opinion: The Agreement contains no express limit on Management's ability to remove an employee from an OJI assignment. Even assuming an implied restriction against removal for illegal or discriminatory reasons, no evidence suggests that Management abused its wide discretion. On this record, poor attendance alone is a rational, permissible reason to remove Grievant from his OJI assignment. Therefore, the Agreement was not violated.


Michael D. Gordon, Arbitrator