



ISSUE

Did the Postal Service violate the applicable provisions of the National Agreement by the manner in which it assigned and utilized "Relief and Pool" employee Jackson in the PEDC? If so, what is the appropriate remedy?

CONTRACT LANGUAGE

Article 37

Clerk Craft

Section 3. Posting, Bidding and Application

. . . .

F. Results of Posting

. . . .

9. Pursuant to the Memorandum of Understanding, dated March 3, 1975, concerning use of full-time employees on Relief and Pool duty assignments, such assignments in the Clerk Craft shall normally be used to cover:

- a. Absences of employees holding full-time bid assignments in:
  - (1) Stations or Branches;
  - (2) Window Service;
  - (3) Customer Service, Finance or E & LR.
- b. Functions which predictably occur at the end of the accounting period (Timekeeper, Examination Specialist, etc.).

Handbook EL-401  
Supervisors' Guide to Scheduling and Premium Pay

. . . .

4. Exceptions - Out of Schedule Premium

- (f) *Pool-Type Assignments.* Relief *pool assignments* are full-time bid positions which can have varied schedules for the purpose of covering temporary relief assignments. Employees in these types of assignments must be notified by the last working day prior to the schedule change. These employees are exempt from the Wednesday notification requirement. Bargaining unit *pool-type* employees do not receive out-of-schedule premium pay when they provide relief on the same temporary assignment, for a continuous period of 5 days or more. Such employees must be assigned to a pool or relief bid position, where the job description indicates specifically that the employee will provide relief type service.

Note: Out-of-schedule premium is never paid to a pool-type employee who works the same relief assignment (which involves a temporary schedule change) for a continuous period of at least 5 working days. Payment of out-of-schedule premium is required if the relief assignment is for a continuous period of less than 5 days.

March 3, 1975 Memorandum of Understanding

Relief and pool assignments, sometimes called "flexible relief work cycle" assignments, are utilized to cover absences of employees holding regular bid assignments and other situations where the assignment is uncovered. Such relief and pool assignments also enable management to accommodate employee requests for unscheduled leave. It is recognized that the concept of a relief or pool assignment necessarily entails a degree of uncertainty in scheduling employees filling such assignments.

In order to minimize this uncertainty, the parties have agreed to the following principles to be applied to the establishment and operation of relief and pool assignments:

1. The Postal Service may establish new or additional relief and pool assignments in any installations.
2. Relief and pool assignment postings will specify the nature of the assignment by enumerating the

type and location of assignments to be relieved;  
e.g.

. . . .

3. Relief and pool assignments will have fixed days off, which may be on a rotating basis.
4. Relief and pool assignments will have fixed hours. However, hours of duty may vary from day to day; for example:

. . . .

OPINION

On April 30, 1997, the following vacancy announcement was posted for bid:

Job ID 7979529

VACANCY ANNOUNCEMENT #TT9702

POSITION: TRAINING TECHNICIAN (\*RELIEF & POOL)  
OCCUPATIONAL CODE: 1712-34XX  
SALARY LEVEL: PS-6  
LOCATION: \*\*PEDC, PROCESSING & DISTRIBUTION PLANT  
DES MOINES, IA  
PAY LOCATION: 526  
TOUR: 2  
HOURS: 0800-1630  
\*DAYS OFF: SAT/SUN  
SKILLS: 714 LOW TYPING  
INCIDENTAL DRIVING REQUIRED, SUCCESSFUL  
BIDDER MUST MEET POSTAL QUALIFICATIONS

\*Relief & Pool. Hours & days off subject to change as needed to cover absences of 5 days or more in the PEDC.

\*\*When not working in the PEDC, will work on the floor in the manual distribution area or machine distribution area as qualifications and operations require.

THIS POSITION IS OPEN OFFICE-WIDE TO ALL ELIGIBLE CAREER EMPLOYEES, WITH FIRST CONSIDERATION TO THE CLERK CRAFT.

On June 16, 1997, a notice was posted awarding the above-referenced "Relief and Pool" position in the PEDC to Betty Jackson;

the selection for said position was made on a "best-qualified" basis.

On February 13, 1998, the Union initiated the following Class Action grievance:

It is the Union's contention that Betty Jackson has been utilized full time in the PEDC for a period of 168 days from PP 13/97 to PP 01/98, 8 hrs. per day. A relief and pool employee is to be used to cover absences of employees holding full-time bid assignments.

Corrective Action Requested: That a full time, Tour 2, Level 6 Training Technician bid be posted immediately, with Sat/Sun as SDOs.

The grievance was processed through the grievance procedure to Step 3 where in October 1998 the Representatives at that level remanded the matter to the parties at Step 2 for further consideration. No resolution was reached and the grievance was ultimately appealed to arbitration in July 2000.

The Union takes the position that the Postal Service violated the National Agreement and the 1975 Memorandum of Understanding by the manner in which Ms. Jackson was assigned in the PEDC. The "Relief and Pool" job awarded to her clearly sets forth the fact that she will cover the absences of the Training Technicians in the PEDC; it also reflects that "when not working in the PEDC", she will "work on the floor in the manual distribution area or machine distribution area as qualifications and operations require". In other words, says the Union, Ms. Jackson will not work as a Training Technician in the PEDC "all the time".

In this case, Ms. Jackson has been providing "three years of temporary relief type service", claims the Union. The Union

submits that Management has in effect created a preferred duty assignment in the PEDC without posting it for bid; this is contrary of the intent of the cited Memorandum.

The Union claims that Ms. Jackson has consistently been assigned to the PEDC even though she has not always been covering an absence or vacancy. Any clock rings reflecting other operations are begin tour, after tour or non-scheduled day overtime assignments, states the Union; the only time she worked outside the PEDC was when overtime was called.

By routinely and regularly assigning Ms. Jackson to perform Training Technician duties in the PEDC, Management has changed the structure of the "Relief and Pool" bid, says the Union; she is "working a preferred duty assignment that is different from her original bid posting". Her hours in the PEDC demonstrate the need for another full-time position there on Tour 2, adds the Union.

The Union maintains that Management has in essence created a new full-time position by the manner in which they have utilized Ms. Jackson. After three years in the same assignment in the PEDC, any degree of "uncertainty" which may have existed when the "Relief and Pool" job was posted has expired, claims the Union; the need is clearly for a full-time assignment. The Union acknowledges that Article 37.3.F.9. includes the word "normally", however, this terminology cannot be cited to justify what has occurred here. Ms. Jackson has not "normally" been used to cover absences and vacancies; she has been consistently augmenting the work force in the PEDC, says the Union; the Union argues that the parties did not

intend that the "Relief and Pool" employee would "normally" be assigned to the PEDC eight hours per day, five days per week for three years.

The Union asks that its position be upheld together with the remedy sought.

The Postal Service contends that Ms. Jackson was assigned and utilized within her bid assignment. The posting calls for her to provide coverage in the PEDC. When she is not working there, she will be assigned to the manual or machine distribution areas. However, says Management, the bid "does not state that she will work any specific amount of time on the workroom floor or that she cannot spend all of her time in the PEDC". The Postal Service submits that the language of Article 37 and the Memorandum allow for the assignment of Ms. Jackson to cover the absences of employees holding regular bid assignments in the PEDC and in other situations as needed. The term "normally" allows for such flexibility, adds Management.

The Postal Service submits that there is no contractual support for the establishment of a full-time Training Technician position in the PEDC on Tour 2. The Postal Service asks that the grievance be denied.

After carefully evaluating the evidence presented at the hearing and after reviewing the various awards submitted by the parties in support of their respective positions, the Arbitrator finds that the Postal Service did not violate the cited provisions of Article 37 or the 1975 Memorandum of Understanding. As it regards those

awards, the weight of arbitral authority supports Management's position that an employee holding a Relief and Pool bid job need not only be assigned to cover absences and vacancies; the employee may be assigned to other tasks as well. This Arbitrator is of the opinion that such a determination is consistent with the following provision of the Memorandum: "Relief and pool assignments . . . are utilized to cover absences of employees holding regular bid assignments and other situations where the assignment is uncovered". This language does not limit the assignment of the Relief and Pool employee to "clearly defined situations" or to "absences of employees holding full-time bid assignments".

Article 37.3.F.9. and the Memorandum allow for flexibility in the assignment of Relief and Pool employees. The terminology "normally" as it appears in Article 37 suggests that Management has a degree of discretion in assigning the Relief and Pool employee to meet operational needs; the term "normally" suggests that the parties did not intend that Relief and Pool assignments would be restrictive; in other words, the term "normally" allows for exceptions to be made and it gives Management latitude in making assignments. Furthermore, Article 3 gives Management the right to manage its operations and to "determine the methods, means and personnel by which such operations are to be conducted".

As it regards the vacancy notice, it sets forth the "position" of Training Technician (Relief and Pool) in the PEDC, Processing and Distribution Plant, Des Moines, Iowa on Tour 2 from 0800 to 1630 with Saturday/Sunday off. It further explains that as a

Relief and Pool assignment, the occupant's hours and days off will be subject to change as needed to cover absences of 5 days or more in the PEDC; it further outlines where the employee will work "when not working in the PEDC". The posting does not provide that a specific amount of time must be spent outside the PEDC or that the occupant is prohibited from being assigned when needed in the PEDC even though there is no specific assignment to relieve.

As it regards the facts of this matter, when Ms. Jackson began her Relief and Pool assignment, her hours of duty extended from 8:00 A.M. to 4:30 P.M. Since 1997, her hours of duty have changed; she now works from 7:00 A.M. until 3:30 P.M. in the PEDC. Her days off have been Saturday and Sunday, as set forth in the posting. She also works a "varied schedule" when providing coverage on a relief basis. This is consistent with Paragraph F. of the EL-401 Handbook. For example, the PEDC is staffed with four Training Technicians. Their schedules are as follows:

1. 7:00 A.M. to 3:30 P.M. with Saturday/Sunday off
2. 8:00 A.M. to 4:30 P.M. with Saturday/Sunday off
3. 2:30 P.M. to 11:00 P.M. with Saturday/Sunday off
4. 6:00 P.M. to 2:30 A.M. with Friday night/Saturday night off.

According to the Supervisor, when Ms. Jackson covers for the 8:00 A.M. to 4:30 P.M. Training Technician, she is permitted to retain her current 7:00 A.M. to 3:30 P.M. schedule; no changes are needed even though she covers the other employee's work. If a Tour 3 Training Technician is absent, Ms. Jackson's hours may still remain the same for the reason that little training is done at night; Ms. Jackson will, however, absorb that employee's workload

on her own tour. When Ms. Jackson is on leave, she is not replaced. During this past year, the 7:00 A.M. to 3:30 P.M. Training Technician was on FMLA, therefore, when the 6:00 P.M. to 2:30 A.M. employee was also off, Ms. Jackson remained on days to better serve the needs of the employees requiring training; this accounts for the fact that Ms. Jackson's hours were not significantly changed and it further accounts for her consistent utilization in the PEDC. There was also uncontroverted testimony from the Supervisor to show that Ms. Jackson remained in the PEDC due to fluctuating training schedules and the heavy workload there.

The Relief and Pool assignment was created to provide the type of coverage which is evident in this case. Clearly, the occupant of such a position may have a varied schedule in order to provide the requisite relief, and this "entails a degree of uncertainty in scheduling employees filling such assignments". In the Arbitrator's opinion, the "uncertainty" refers to the hours of work and when the relief will be needed in a certain location; it does not refer to uncertainty in terms of the length of time that a Relief and Pool assignment shall be occupied.

While the Arbitrator recognizes the basis of the Union's position that the assignment of Ms. Jackson in the PEDC for three years suggests that consideration should be given to reassessing the workload there, it does not automatically follow that the extent and consistency of her assignment demonstrate the need for another full-time job in the PEDC. There is no provision in the National Agreement pertaining to Relief and Pool assignments which

is comparable to Article 7, Section 3.C. pertaining to PTFs; there are no established criteria for converting a Relief and Pool assignment to a full-time duty assignment. This is a Management decision.

In summation, Ms. Jackson was utilized to cover the absences of the Training Technicians in the PEDC and she was further utilized to cover the heavy workload there; this type of coverage is encompassed by the terminology "other situations where the assignment is uncovered".

Although Ms. Jackson worked in the PEDC when there was no specific absence or vacancy to cover, it cannot be held that said assignment violated the National Agreement or that Management was required to post another Tour 2 Training Technician position.

Based upon the evidence presented, the position of the Union cannot be sustained.