

Case 139

RI-399 AWARDS

Operation No.(s) Individual

Operation No.(s) - Spread

Key Language See Issue Definitions

Arbitration Level National Regional Other _____

Decision Sustained Denied Modified * Other

Date of Award - -

Case No.(s) - - -

City RICHMOND, State VA

Arbitrator GARRETT

Advocate _____, APWU

Advocate _____, USPS

Advocate _____, LIUNA

How the APWU views the decision.

AIRS CASE NUMBER: 139 AIRS CASE NUMBER: 139 AIRS CASE NUMBER: 139

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AIRS CASE NUMBER: 139 AIRS CASE NUMBER: 139 AIRS CASE NUMBER: 139

USPS NUMBER: MNAT317

ARBITRATOR: S. GARRETT

LOCATION: RICHMOND, VA

DECISION DATE: 17/07/22

Where the principal duties performed by Watchmen who are members of the mail handler craft were simply moved from the loading dock to a gate house, the reassignment of the duties to Guards who belonged to an APVU craft was improper even though assignment of Watchmen to the gate house would mean they would be unavailable for mail processing work as in the past since the gate house must be manned continuously.

M-NAT-317
Garrett 7-22-77

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 UNITED STATES POSTAL SERVICE :
 and :
 MAIL HANDLERS DIVISION :
 LIURA :
 and :
 AMERICAN POSTAL WORKERS UNION :
 :

CASE M-NAT-317
 Richmond, Virginia
 ISSUED:
 July 22, 1977

BACKGROUND

This national level grievance originated in the Richmond, Virginia, Post Office early in 1973, and claims violation of various provisions in Articles I, II, XII, and XXII of the July 20, 1971 National Agreement. It was not heard by the Impartial Chairman until January 26, 1977, apparently because the parties believed the problem might be only temporary in nature. The basic issue involves a transfer of work from Watchmen, in the Mail Handler craft, to Guards in the Maintenance craft represented by the APWU.

The APWU intervened pursuant to Article XV, Section 3 of the Agreement and participated in the hearing, but elected not to file a brief. The Mail Handlers and USPS filed briefs as of March 28, 1977. The NALC and the NRLCA also were provided copies of the transcript and invited by the Chairman to file briefs concerning a jurisdictional issue, but elected not to do so.

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There is very little dispute as to the basic facts. The Richmond Post Office Main Building was moved from downtown Richmond to a new building on Brooks Road in 1971. From that date, until the present grievance arose, a Level 4 Watchman, in the Mail Handler craft, regularly was assigned to the loading dock area of the building to maintain security, including the checking of all employees entering and leaving the building, and the logging in (and out) of all private mailers entering the area. The Watchman used, and worked out of, a structure which the parties have described as a "shed." This was located on the dock level, at the top of a ramp leading from the parking lot, and at the northeast corner of the building, so as to command a view of docks along both the north and east sides of the building. The assignment of a Watchman to maintain security in the loading dock area was a continuation of an established practice at the old Richmond Post Office building. 3

Commencing in 1971 there was a large unfenced non-public parking area adjacent to the new Post Office building, fronting for perhaps 400 or more feet on the two intersecting streets to the north and east. Early in 1973 a fence was erected to enclose this entire non-public parking area as a security measure. Two gates were constructed to provide entrance and egress, but only one normally has been used. All trucks and cars, as well as all employees reporting to work, now are checked as they pass through the gate. — A new guard "shed" was erected at this gate, at a point 180 or more feet from the top of a ramp between two loading docks, where the former Watchman's shed had been located. This structure was removed when the new security system became effective. 4

The Standard Position Description for Watchman reads: 5

"BASIC FUNCTION. As a member of the mail handler occupational group, is responsible for performing protective services in mail handling areas, or in connection with the custody of mail.

"DUTIES AND RESPONSIBILITIES. Performs any one or a combination of such representative functions as the following:

- (A) At entrances and exits to work areas, prevents unauthorized entry or departure; checks each person leaving the building to insure that any property clearly is authorized for removal; preserves order and prevents loitering on the premises; directs strangers to locations in the building or to proper entrances; maintains a lookout for fires and dangerous conditions.
- (B) At vehicle entrances, such as driveways, roadways and ramps, guides vehicles in or out of post office property and takes necessary safety control action to protect pedestrians and moving vehicles.
- (C) At mailers' platforms prevents disorder, loitering, or thievery of parcels intended for placement in the mails or

parcels already the responsibility of the U.S. Post Office. May also check contents of vehicles to assure all materials are accounted for on drivers' manifest or records.

- (D) Provides armed protection for valuable shipments or for items of exceptional value in the custody of the post office.
- (E) In addition may perform any of the following duties:
 - (1) Loads, unloads and moves bulk mail, and performs other duties incidental to the movement and processing of mail.
 - (2) Delivers lost and found articles to designated location.
 - (3) Obtains names of victims, doctors, police and witnesses in the event of accidents.
 - (4) Occasionally operates elevators.

"ORGANIZATIONAL RELATIONSHIPS. Reports to designated supervisor."

The duties performed in checking vehicles and personnel moving through the new gate are essentially the same as the duties performed by the Watchman working at his shed in the loading dock area, although the Watchman also had performed some loading and unloading of mail. Management nonetheless decided that the duties now should be performed by a Guard in the Maintenance craft (APWU bargaining unit) and proceeded to fill the position on this basis. The Position Description for Guard (Key Position 5, in Level 4) reads:

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"BASIC FUNCTION.--Makes rounds of the post office building, and punches a clock at designated stations.

DUTIES AND RESPONSIBILITIES.--

- (A) Patrols buildings, punching watchman's clock where furnished, checking door and window locks, noting and reporting fire hazards and other irregularities, such as running water and unclosed doors and windows.
- (B) Sounds fire alarm.
- (C) Preserves order in corridors and, when necessary, detains persons for interrogation by post office inspectors or local police.

"(D) In addition may perform any of the following duties:

- (i) Gives directions to the public in building lobby.
- (ii) Raises and lowers the flag.
- (iii) Retrieves lost and found articles and delivers them to the appropriate place.
- (iv) Obtains names of victims, doctors, police, and witnesses in the event of accident.
- (v) Guards property entrances and prevents damage to property by the public.
- (vi) Tends the heating plant of the building.
- (vii) Operates elevators on a relief basis.
- (viii) Does incidental cleaning and laboring work.

"ORGANIZATIONAL RELATIONSHIPS.--Reports to a lieutenant of the guard, a building superintendent, or other designated supervisor."

It is not clear how the transfer of this work from one craft to another was accomplished, as a procedural matter. By March 22, 1973, however, it apparently was known that Management did not intend to fill a vacancy as Watchman on Tour 3, and intended to assign the work to a Guard. Local No. 305 General President Bates, of the Mail Handlers, met with a Management representative on that date to protest. 7

A grievance then took form when Bates wrote to Richmond Postmaster Mizell, under date of March 27, 1973, as follows: 8

"This grievance comes attendant to a discussion with M. H. Hodges, Director of Installation Services, in regard to the filling of a vacancy; namely the vacancy of Mr. E. C. Broom, Watchman-Tour 3 and the fact that Management is in violation of Article 22, Appendix C and the Addendum by not filling this vacancy.

"Mr. Hodges informed me that Management planned to abolish all Watchmen positions in the Richmond Post Office and use Guards instead. I informed Mr. Hodges that Management had not only violated posting but all other Articles of said Agreement including Appendix A, B, C and the Addendum to said Agreement.

"As a resolution to said grievance, we are demanding that Mr. Broom's position be filled in accordance with Article 22 and that Mr. Hodges be directed to cease discriminating against me as President of the Richmond Branch and taking repressive action against the Mail Handler Craft because it is 70% black."

This elicited the following response from Mizell on April 2, 1973:

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"This has reference to your letter dated March 27, 1973, regarding the alleged violation of several articles in the National Agreement.

"In this connection you are advised that due to the need for a security force at this office and the establishment of guard houses and a security fence, the positions to which you refer have been reverted. Authorization for Guard positions has been received from the Richmond District.

"This matter was discussed with you by Mr. M. H. Hodges, Jr., on Thursday, March 22, 1973, and you advised that you would return to continue that discussion the following day. However, you failed to return.

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"A definite decision on the reversion of the positions in question was not made until recently, and a notice has now been posted to the effect that these positions will be reverted."

(Underscoring added.)

As indicated in the last paragraph of this letter, formal steps finally were initiated on March 30, 1973 to revert the Watchmen positions. Affected incumbent Watchmen were advised that:

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"Authorization has been received for the reversion of the Mailhandler-Watchman positions which are presently included in our complement. Guard positions have been authorized to fulfill the need for tighter security at this office. Guard houses and a security fence have been erected to coincide with the establishment of this Guard force. As a result of this change it has become necessary to abolish these positions and terminate the detail to which you are presently assigned. This action will become effective April 14, 1973.

"Accordingly, you will revert to your previous assignment on Tour 3 and are instructed to report for duty at 1:30 p.m. on April 16, 1973."

(Underscoring added.)

On April 12, 1973 General President Bates appealed the grievance to Step 3, and included the following in the last paragraph of his letter:

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"As a resolution to this grievance, we are demanding (1) Article I of said Agreement be enforced by you, this Postmaster being made to recognize the Mail Handler Craft and its jurisdiction and that those duties taken away from this craft be returned and only employees of the Mail Handler Craft be assigned to Watchmen duties until a permanent security force is established at this office."

(Underscoring added.)

On April 25, 1973, Labor Relations Branch Manager Donnelly, for the Eastern Region, replied to Bates, asserting that the grievance involved a national level grievance under Article XV, Section 2. On May 3, 1973, Mail Handler National Director Johnson then filed the present national level grievance. The USPS Fourth Step reply on September 19, 1973 included the following basis for denial:

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"As indicated in the subject grievance, two vacant watchmen positions were reverted and subsequently new Guard positions were authorized and filled. The functions

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formerly being performed by the incumbents of the two watchmen positions are no longer being performed in the Richmond Post Office. --
Therefore, there has been no contractual violation affecting the Mail Handler craft in the Richmond Post Office.

"The work being performed by the Guards in their newly established positions is consistent with the duties and responsibilities outlined in KP-5 and, therefore, does not constitute a duplication of the duties previously performed by the Mail Handler Watchmen under SP 2-216."

(Underscoring added.)

Prior to March of 1973 there normally were 2 Guards in the Maintenance craft on most tours at the Richmond Post Office, and 1 Watchman in the Mail Handler craft. One Guard was assigned to patrol the public areas of the building and to perform related duties. The second Guard was assigned primarily to patrol the work floor areas other than the loading docks. Prior to March of 1973 neither the Watchman nor a Guard was assigned to patrol in the parking area. Now a Guard does patrol this area as well as an unfenced parking area for USPS vehicles located across the street. Although neither of these parking areas was patrolled prior to March of 1973, the Mail Handlers stress that the Watchman was able to observe unusual activity in the adjacent parking area from the vicinity of his shed. The Guard who now patrols

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the parking areas also patrols the work areas inside the building and is available to relieve the Guard at the gate house.

CONTENTIONS

1. Substantive

The Mail Handlers stress the ruling in the West Coast Jurisdictional Dispute, decided April 2, 1975, that Article I, Section 1, of the National Agreement "bars the transfer of existing regular work assignments from one national craft bargaining unit to another (absent any change in conditions affecting the nature of such regular work assignments), except in conformity with Article VII." That case involved three jurisdictional disputes between the Mail Handlers and APWU, where it was found that work had been transferred improperly from the Clerk craft to the Mail Handler craft. In the present case, the Mail Handlers hold that the assignment now filled by an APWU Guard at the gate house is unmistakably the same as the assignment previously filled by a Mail Handler Watchman at the shed on the corner of the loading platform:

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"The work has never changed in nature; it has always been defined by the responsibility for checking the identity of employees and private mailers entering the building from the rear. USPS has never disputed this premise and, in fact, concurred in the Union's factual description at the hearing."

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Thus the Mail Handlers reason that the decisive issue is whether merely moving the situs for performance of identical duties can result in a new duty assignment. This question, it says, must be answered in the negative, under that portion of Article XII of the July 20, 1971 National Agreement captioned "Posting," wherein (insofar as here relevant) Section I-A requires that all "newly established craft duty assignments shall be posted" and Section I-A-6 further states:

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"The determination of what constitutes a sufficient change of duties, or principal assignment area, to cause the duty assignment to be reposted shall be a subject of negotiation at the local level."

(Underscoring added.)

It also emphasizes that the definition of "duty assignment" in the 1971 supplemental Mail Handler Agreement as a "set of duties or responsibilities within recognized positions regularly scheduled during specific hours of duty" contains no suggestion that the particular work station, or physical location of an assignment may be controlling. In light of these clear contractual provisions, the Mail Handlers can see no valid basis for the USPS claim here that it was entitled unilaterally to terminate a Mail Handler work assignment and transfer it to another craft.

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The USPS argument also starts with the holding in the West Coast Jurisdictional Dispute, as quoted above. It denies, however, that the Watchman work assignment was "transferred" to the Maintenance craft. Instead, the USPS says, it "changed its method of operation, abolished the work assignments of the Watchmen, and created new work assignments which were given to Guards." 17

In elaboration of this assertion, it urges that it eliminated the "function of control of access to the work room floor from the loading dock." The function of "access control to the work room floor from public areas," it says, always was performed by Guards. Under this reasoning, the Guard at the new gate house is viewed as continuing to perform the function of controlling access to the work room floor from a "public area," plus a new function of patrolling the parking lot areas. The Service also suggests that an entirely new security function has been added--"access control to postal property at the property perimeters." 18

The Service also urges that the respective position descriptions of Watchman and Guard are most significant. Its brief develops this argument as follows: 19

"Here, where duties were created which had not previously been performed in the Richmond Post Office, there must be some reference point for determining to which craft such duties should be assigned. The fact that these duties were combined with duties previously performed by the maintenance guards

should be persuasive in justifying the employer's actions herein. But even if it is not, we believe that the arbitrator must refer to the general practice in determining to which craft the new duties are assigned. If such a reference is not made, a 'jurisdictional issue' will be created each time duties not previously performed at an installation are created and must be assigned to one craft. In such cases, we believe the employer must have the right to assign those duties to the craft which normally performs them.^{8/} Otherwise there will be no basis for assigning job duties to a craft in such circumstances, without reference to the Jurisdictional Committee. For example, in a case where the employer institutes letter sorting machine operations in an installation, the employer's assignment of the work according to national practice, in the absence of local practice or special circumstances should be determinative. Any other practice would encourage each union to try to 'grab' every new job assignment, regardless of whether such work had ever been

^{8/} If the work has never been performed by any craft in that installation, if there is no general national practice, or if there is more than one position description which encompasses the duties at issue, the assignment, if disputed, would appear to require resolution by the Jurisdictional Committee.

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within the craft represented by the union. The resulting instability from such an approach, we submit, would be detrimental to the intent of Article I, Section 1 to preserve existing relationships.

"The Mail Handlers presented no evidence that the practice in other installations with respect to the new duties at issue herein is anything but that reflected in the job descriptions. The duties as set forth in the respective guard and watchmen descriptions are clear; the guard 'guards property entrances,' while the watchman guards 'entrances and exits to work areas'^{9/} and 'mailers' platforms.' Quite simply, when management changed its security methods thereby eliminating the need for security on the mailers' platform and at the entrance from the platform to the work areas and creating the need for guarding property entrances, watchman work was eliminated and guard work was created.

^{9/} It should be noted that this function, with respect to work area entrances from public areas is performed by guards in Richmond. (T. 13, 17.)"

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2. Jurisdictional

The USPS brief concludes that the grievance must be referred to the national level Committee on Jurisdiction unless the assignment of the disputed work to Guards is held to have been proper. It urges: "This grievance should be denied because it would then involve a jurisdictional dispute which must first be referred to the Jurisdictional Committee," established in the September 4, 1975 Memorandum of Understanding, reading:

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"The American Postal Workers Union, AFL-CIO the National Post Office Mail Handlers, Watchmen, Messengers and Group Leaders Division of Laborers' International Union of North America, AFL-CIO, the National Association of Letter Carriers, AFL-CIO, the National Rural Letter Carriers' Association, and the United States Postal Service, recognize that disputes exist among the parties relating to the crafts to which various duties performed by employees represented by the Unions have been assigned. In order to resolve such disputes the parties agree that a standing national level Committee on Jurisdiction, comprised of representatives of each party, shall be established to identify and resolve such current and any future jurisdictional disputes. (Current disputes include, but are not limited to, cases subject to the December 14, 1973, Agreement between the American Postal Workers Union, AFL-CIO, the National

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Post Office Mail Handlers, Watchmen, Messengers and Group Leaders Division of Laborers' International Union of North America, AFL-CIO, and the United States Postal Service.)

"Within 90 days subsequent to September 4, 1975 each Union shall submit to the Committee a written description of the scope of the duties it believes are properly assignable to employees it represents. The Committee shall meet to identify those duties over which no dispute as to jurisdiction exists, and to resolve conflicting claims of jurisdiction over duties made by any of the parties.

"Any member of the Committee may identify a disputed assignment and request consideration of such assignment by the Committee. Those members of the Committee representing the Postal Service and those Unions which claim jurisdiction over disputed work assignment shall participate in the Committee's discussions involving the dispute. Representatives of those Unions not making claims of jurisdiction shall not participate in the deliberations of the Committee. In resolving disputed assignments, the Committee shall consider, among other relevant factors, the following:

1. existing work assignment practices;

- "2. manpower costs;
3. avoidance of duplication of effort and 'make work' assignments;
4. effective utilization of manpower, including the Postal Service's need to assign employees across craft lines on a temporary basis;
5. the integral nature of all duties which comprise a normal duty assignment;
6. the contractual and legal obligations and requirements of the parties.

"Modifications of craft jurisdiction on the national level, including revisions of existing position descriptions and existing local craft assignments of work will be changed by the Employer upon agreement of those members of the Committee participating in the resolution of the dispute. Determinations made by the Committee where all parties participating agree shall be binding on all parties to this Memorandum.

"In the event that a dispute is not resolved by the Committee within 180 days after the date it is first considered by the Committee, any of the Unions claiming jurisdiction over the duties may, within 15 days thereafter, request that the dispute be arbitrated under the provisions of Article XV of the National Agreement.

Failure to make such a timely request shall constitute a waiver of the claim. All parties to this Memorandum may participate in the arbitration and all parties shall be bound by the arbitrator's award whether or not they participated in the arbitration proceeding. The arbitrator's award shall be final and binding.

"This Memorandum of Understanding does not apply to craft assignment of new positions subject to the provisions of Article I, Section 5."

The Service goes on to argue:

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"... If management does not have the authority to assign new duties created in an installation, based on the considerations described herein, the only mechanism agreed to by the parties to resolve such disputes is the Jurisdictional Committee. There would be no other reference for resolving the dispute, other than those set forth in the Memorandum of Understanding, dated September 4, 1975. The application of those standards to any challenged craft assignment

which cannot be determined pursuant to Article I, Section 1 must, under the terms of the Memorandum, be made in the first instance by the Jurisdictional Committee, rather than by an arbitrator."

The Union does not view the present dispute as truly "jurisdictional" in nature. It stresses that the grievance actually protests a unilateral action by the USPS which violated Article I, Section 1, as interpreted in the West Coast Jurisdictional Dispute. Whether the USPS violated the Agreement is not a jurisdictional question at all, it says, and cannot be dealt with on the same basis as a true jurisdictional dispute under the September 4, 1975 Memorandum. 22

The West Coast decision enunciated a "status quo" rule for dealing with existing work assignments as among the various crafts based on established practice at the local level. This decision, dated April 2, 1975, was very much in the minds of the men who developed the September 4, 1975 Memorandum of Understanding establishing the Committee on Jurisdiction. There is no reason to suppose that the Memorandum was intended to overturn the "status quo" principle. Indeed, the Mail Handlers urge, the Memorandum reaffirms the continued validity of this approach when it states that "existing local craft assignments" will be changed by the Employer upon "agreement." Thus to adopt the USPS argument here would permit the Service to ignore the principle of the West Coast decision on the assumption that the parties, in adopting the Memorandum, had: 23

" ... intended to grant USPS absolute discretion to make unilateral changes in craft assignments subject only to subsequent review and arbitration under the procedures of the Jurisdictional Memorandum which can reasonably be foreseen to require a minimum of one year for resolution of any particular dispute."

FINDINGS

1. Jurisdiction

Whether the Committee on Jurisdiction constitutes the only forum to redress a claimed violation of Article I, Section 1, as interpreted in the West Coast decision, is vitally important to all parties to the National Agreement. The problem first was considered in the January 17, 1977 decision in NC-NAT-1576 (NALC, Hollywood, Florida) but not dealt with definitively. 24

When the parties wrote the September 4, 1975 Memorandum they were well aware of the West Coast decision. Indeed, it had become necessary to negotiate the Memorandum largely because of that decision. It is obvious, therefore, that the negotiators prepared the Memorandum in light of the critically important holding in that major decision. It thus is significant that the Memorandum includes nothing to 25

suggest that the parties intended to overrule the West Coast decision, or to preclude any Union claiming a violation of Article I, Section 1 from having that claim processed to a conclusion under Article XV. ✓

This is not surprising, of course, since jurisdictional disputes can exist only between Unions, not between any one Union and the USPS. It thus is no accident that the Memorandum authorizes only the signatory Unions to submit jurisdictional claims. When read as a whole, the Memorandum appears to assume that the status quo rule continues to apply, since changes in "existing local craft assignments of work" must be developed either by agreement or through the arbitration procedure set forth in the Memorandum. Finally, the criteria for determinations by the Committee differ substantially from those relevant in a case arising under Article I, Section 1. —

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In sum, therefore, the September 4, 1975 Memorandum of Understanding does not bar a Union from presenting a grievance for disposition under Article XV of the National Agreement claiming violation of Article I, Section 1.

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2: The Merits

Since the Opinion in the West Coast Jurisdictional Dispute provides essential background for the present analysis, some of its salient features should be noted. At the outset of the West Coast findings, the Impartial Chairman emphasized that in none of the three grievances in that

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proceeding had there been any change "in basic conditions affecting the scope of duties required in any of the disputed work assignments as a result of Management action under Article III." The Opinion went on to state:

"For many years prior to 1970 the Post Office Department had negotiated with the exclusive national unions. The Postal Reorganization Act of 1970 recognized this situation when it directed the Postmaster General and the labor organizations holding 'national exclusive recognition rights' to negotiate agreements covering wages, hours, and conditions of employment 'of the employees represented by such labor organizations.' Against this background it is highly significant that Article I, Section 5, which deals with newly created 'positions,' requires that any such new position be assigned to the most appropriate existing national 'craft' unit. It is a plain implication from this carefully drawn provision that all parties to the National Agreement contemplated that existing positions, then included in existing national craft units, should remain in those units."

(Underscoring added.)

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Still later, the Opinion held--

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"Since these detailed provisions reflect a clear intent by all parties to protect the basic integrity of the existing separate craft units as of the time the 1971 National Agreement was negotiated, the Impartial Chairman must find that Article I, Section 1 bars the transfer of existing regular work assignments from one national craft bargaining unit to another (absent any change in conditions affecting the nature of such regular work assignments), except in conformity with Article VII."

(Underscoring added.)

A later paragraph in the West Coast findings made clear that established local practices as to work assignments among the various crafts would be recognized and protected under Article I, Section 1. Thus the Opinion stated:

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"On this record, therefore, the Impartial Chairman has no doubt that the particular duties which now may be assigned to incumbents of given positions in a particular Post Office simply may reflect long established practice in that location. Given

this state of affairs it would be an invitation to chaos for the Postal Service, or the Impartial Chairman, to undertake to transfer existing work assignments from the jurisdiction of one craft to another throughout the Postal Service, in reliance upon the general language appearing in Key and Standard Position Descriptions. If Position Descriptions ever were to have been utilized for such a purpose (at least since 1970), it could have been only by agreement of the Postal Service with all affected Unions representing the separate national crafts."

(Underscoring added.)

Finally, the Opinion included the following significant caution:

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"It should be understood, however, that the present rulings in no sense restrict Postal Service discretion to realign job duties, to make temporary assignments, to create new positions, or to establish additional full-time scheduled assignments which include work within different crafts, as long as such actions are in conformity with all relevant provisions of the National Agreement, including Article I, Section 5; Article III; and Article VII."

(Underscoring added.)

In the present case there is no question that the security assignment at the loading dock location was recognized as part of the Mail Handler craft at Richmond until March of 1973. The principal duties of this assignment included checking all USPS employees entering and leaving the work room area of the Post Office, as well as checking and logging all private mailers entering and leaving the dock area. These same duties now have been transferred to a Guard at the gate house--the only apparent difference being that the checking of personnel entering and leaving may be performed while such individuals are in vehicles rather than on foot.

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In seeking to justify this reassignment of routine security work from a Level 4 Watchman to a Level 4 Guard, in a different bargaining unit, the Service denies that any "transfer" of an "existing work assignment" actually occurred. Instead, it urges, the Service simply "changed its method of operations, abolished the work assignments of the Watchmen, and created new work assignments which were given to Guards."

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In elaboration of this proposition, the Service suggests that prior to March of 1973 there were three separate security functions at the Richmond Post Office: (1) access control to the work room floor "from public areas," (2) patrolling through both public and work room areas, and (3) access control to the work room floor "from the loading dock." Now, says the Service, an entirely new security function has been added: access control "to postal property at the property perimeters." This "new" security function is said to have arisen when access control "from the loading dock" was discontinued.

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This argument obviously represents an ingenious effort to characterize the action of Richmond Postal Management as a change in "operating methods" for purposes of invoking the exception to the "status quo" rule laid down in the West Coast decision. The Impartial Chairman, however, is concerned with practical realities rather than with labels, or semantical exercises. Plainly the Watchman's function was not the control of access from the "loading dock area" to the work room floor: it was to control access from the outside to both the loading dock area and the work room floor. This control function was performed at the head of the ramp leading up from the parking lot only because, under the existing physical conditions at the time, that was the most feasible spot at which to station a Watchman. Once the new fence was erected, however, the most feasible spot to station the Watchman became the new gate house. In no other material respect, however, was the nature of this specific security assignment changed--a change of 180 to 200 feet in principal work station did not materially affect the nature of the work assignment.

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It is true, of course, that at the gate house a Watchman no longer would be available for occasional performance of non-security duties, such as mail handling. This inevitably results from the change in work location, since the gate house must be manned continuously (for access control to be effective) whether manned by a Watchman or a Guard. While an additional Guard also now is assigned to patrol both the fenced parking area and an unfenced area across the street, these added security measures are not involved here. This case protests only the substitution of a Guard for a Watchman for performance of duties previously included in the Mail Handler unit.

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Perhaps it should be noted that the USPS brief seems to suggest that the function of access control at the gate house has been "combined" with the new function of patrolling the parking areas. There is, however, no evidence to support this claim. The agreed facts make clear that the new patrolling is performed by an additional Guard, not by the Guard stationed in the gate house.

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Finally, it may be noted that if Richmond Management actually had believed that the change in work station might significantly affect the Watchman assignment, the proper first step would have been to determine whether to post the assignment for bid within the Mail Handler craft. The immediate decision to "revert" the Watchman position was in plain disregard of the seniority rights of the Mail Handlers under Article XII.

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There is, indeed, reason to believe that this action was taken initially under the mistaken impression that it was warranted as part of the new USPS security program, contemplated early in 1973, to upgrade security throughout the Postal Service by transferring all security responsibility to an enlarged and upgraded Security Force. Such action apparently was thought to be imminent at Richmond in March of 1973 and was relied upon by the Richmond Post Office in response to the original grievance in this case. The fact is, however, that the new security program has not yet been effectuated at Richmond, and the present case involves only a transfer of Level 4 security duties from a Watchman to a Level 4 Guard in another craft. Nothing in this case, therefore, can be regarded as a precedent in future situations

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should security functions actually be consolidated into a Security Force, in a reorganization undertaken as an exercise of Management authority recognized under Article III.

AWARD

The grievance is sustained. The Watchman position shall be re-established to man the gate house at Richmond. Any adversely affected employees in the Mail Handler craft at Richmond who may have suffered loss as a result of discontinuance of the Watchman position shall be made whole accordingly.

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Sylvester Garrett
Sylvester Garrett,
Impartial Chairman

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