Principal Assignment Area
Article 37.3.E.5.

Needs

One of our ongoing problems continues to be management=s failure to properly designate the principal assignment area on job postings. For whatever the reason certain offices continue to merely identify a large work area or simply identify the physical building where the employee will work. In a very small office this might make sense. But where an employee spends the majority of the work day doing the same work in the same location this makes little sense and violates existing language of the contract.

As this is a contractual dispute, we carry the burden of persuasion. This burden should be no more than a preponderance of evidence, more likely than not. Be sure to review and use the C.D. file on **Quantum of Proof - Preponderance of Evidence.**

You should also argue applicable rules of contract construction. They include, intent of the parties, giving meaning to the words - not allowing them to become meaningless or nonsensical, and viewing the contract as a whole. To illustrate this the following real life scenario is offered. Attachment #1 is a two page document, the first page is a proper posting of job 4010, the second page is an improper posting of job 4010. The Union grieves the improper posting based on lack of specificity. There is no doubt the person who successfully bids the job will average 6 hours per work day distributing incoming parcel post. Management counters by saying the principal assignment area is identified as a specific station, Gateway, and therefore there is no violation. The dispute reaches arbitration. Beyond the existing CBA and moving papers, the union offers the following exhibits:

U-1 Excerpts from the 1971, 73, 75, 81, and 98 CBAs (see attachment #2).

The purpose is to show the arbitrator the historical development of the disputed language. You will note the expansion of examples.

U-2 Excerpt from 1998-2000 CBA, Article 37.3.F.10 (see attachment #3).

The purpose is to show the arbitrator other language within the contract which is impacted by this dispute; viewing the contract as a whole. If the principal assignment area is not properly defined, there is no real way to enforce this language.

U-3 Excerpts from a dictionary on the word e.g., for example, (see attachment #4).

The purpose is to show the arbitrator the cited designations are examples and not all inclusive. The inclusion of additional examples also demonstrates the parties commitment to letting the employee know exactly where they will normally work and what they will do.

U-4 Two Step 4's, one is actually a pre-arb; E8C-2D-C-1149, dated 2/25/80; and H1C-4E-C-7718, dated 10/6/82 (see attachment #5).

The purpose is to show the arbitrator headquarters does not view this language as an interpretive dispute. Rather, any grievance needs to be decided at the regional level based on fact circumstances.

Another critical argument should be what the existing language does not say, that being the ASounds of Silence@ theory. The Service certainly had the right to seek language which distinguished between the size of offices and the number of employees in any given location. As existing language does not do this, the arbitrator should not consider the size of the office or the number of employees working there. It might serve you well to point out existing contract language which does do this, e.g., Article 1.6.A. v. 1.6.B.; Article 7.3.A. v 7.3.B; Article 8.1. v 8.2.C.

Be sure to remind the arbitrator of the lead-in language of Article 3. Management=s right under parts A. through F. is limited by this language.

You should also argue the purpose of seniority is to allow job preference based on a variety of considerations such as type of work, clean or dirty work, heavy or light work, etc. Tied to this argument is a Acommon sense@ approach which tells us an employee has the right to know where they will normally work and what they will be working.

Case Law

A review of existing case law is telling. Where the right arguments are made, the results are favorable. Where not, we lose. What follows is a synopses, with full text attachments, which point this out.

JAMES P. MARTIN W8C-5D-C-11699/1638 January 7, 1984

Management listed the PAA as Air Mail Facility. Prior to this had been more specific on identifying PAA. Arbitrator on page 3 reflects on changes in disputed contract language. Arbitrator points out significant difference between e.g. and i.e.. Also management had done in past where language was more limiting. Sustained grievance (see attachment #6).

WILLIAM EATON W1C-5L-C-125/324 March 27, 1984

Office has approximately 45 clerks. Postings said AMain Office, Workroom Floor@. Arbitrator reviews negotiated history of language in dispute, pages 7 & 8, please review and use. See page 16 for good argument on not making contract language meaningless. Also, page 17 gives good examples on how this language impacts on other language found in Article 37. Arbitrator sustains grievance and tells us, AWhat is required, and has not been entirely accomplished is designation of the principal assignment area on the bid postings in such a manner that it can be easily ascertained ›where the greater portion of the assignment= will be ›performed=. The employee bidding the job has a right to perform that portion of the work so designated. When that work is finished, the Postal Service retains the right to assign him or her to other work as has been its custom.@ (See attachment #7)

JAMES J. SHERMAN S4C-3F-C-22978 November 2, 1987

Management reposted 20 jobs and listed PAA as either incoming or outgoing. Denied grievance. No indication right arguments made. However, arbitrator does say on page 4, ATo illustrate, if Management could reasonably anticipate that a successful bidder would be spending a substantial portion of

his/her tour working parcel post, Management would be required to so indicate in the posting.@ (See attachment #8)

WILLIAM EATON W7C-5M-C-13931, et al January 9, 1991

Reposting of 42 jobs broadened PAA in that jobs only told level and work location. Union argued management had posted properly in past. Arbitrator upheld prior practice and agreed with Union on what the practical application of this language would be (see attachment #9).

HERBERT L. MARX, JR. N7C-1R-C-40384 October 6, 1992

Management reposted twenty plus jobs and defined PAA as Incoming/Outgoing Mail. Arbitrator sustained grievance and relied upon earlier regional arbitrations to support ruling. Stated Service has right to assign employees to other work, however, reasonable effort must be made to designate with specificity. Also, management failed to prove doing what the Union requested would be impractical, (see attachment #10).

CLAUDE D. AMES W7C-5F-C-18585 September 23, 1993

Secondary issue went to PAA and whether or not management could work an LSM operator two-thirds of the day away from LSM=s. Arbitrator stated preponderance of evidence demonstrated a violation. LSM operators entitled to work majority of the day on LSM=s, (see attachment #11).

LAMONT E. STALLWORTH C0C-4U-C-3630 September 6, 1994

One of the disputes went to combining 3 PAA=s into one. Relying on regional case law he tells us employees have the right to be informed as to the location and duties, (see attachment #12).

LINDA DiLEONE KLEIN E7C-2P-C-19963 December 23, 1994

Post office that has 40 to 45 clerks. Union challenged one job=s posting as being improper as it only said AIncoming - Main Office@. Arbitrator upheld grievance as employees have right to know if work is in a better location or at a Acleaner@ job. Believes this is one of the benefits of seniority, (see attachment #13).

ROBERT E. ALLEN E90C-4E-C-95001481 FEBRUARY 28, 2000

Arbitrator gives good overview of dispute and reviews in depth much of the existing case law. Arbitrator accepts most of the Union arguments found under Advocate Needs. Concludes violation occurred and requires management to post properly in the future, (see attachment #14).