

# OPENING STATEMENT

## American Postal Workers Union, AFL-CIO

Re: Class Action                      H00C-4H-C 08240043                      Centre, Alabama

Issue: Did the Postal Service violate the Collective Bargaining Agreement when the Postmaster in Centre, Alabama scheduled herself to do specific duties not outlined within her job description? If so, what shall be the remedy?

### **Applicable Contract Language**

#### **Article 1.6**

**A. Supervisors are prohibited from performing bargaining unit work at post offices with 100 or more bargaining unit employees, except:**

- 1. in an emergency;**
- 2. for the purpose of training or instruction of employees;**
- 3. to assure the proper operation of equipment;**
- 4. to protect the safety of employees; or**
- 5. to protect the property of the USPS.**

**B. In offices with less than 100 bargaining unit employees, supervisors are prohibited from performing bargaining unit work except as enumerated in Section 6.A. 1 through 5 above or when the duties are included in the supervisor's position description.**

Mr. Arbitrator,

The case before you today involves the Postmaster at the Centre, Alabama Post Office performing specific duties outside and not a part of her job description. The specific duties the Union has grieved in this case involves boxing mail, UBBM, Markup, dispatch duties, and gathering empty equipment. There is no disagreement between the parties here today that the Postmaster has within her job description under item 8, the language "May

personally handle window transactions and perform distribution tasks as the workload requires.” The main crux of our argument is that the duties that we are contesting do not fall within this language.

The Union will also stipulate that this Postmaster may have been doing these duties for some time prior to this grievance being filed, but we maintain as argued in the file within the additions and corrections that Arbitrator Aaron addressed this in National level award number NC-E-11359 in which he states on page 4:

**“Mere silence, in itself, is seldom conclusive proof of waiver;”**

The APWU/USPS Joint Contract Interpretation Manual implies the same language under the concept of Continuing Violation which states:

**A CONTINUING VIOLATION**

**A continuing contract violation is an exception to the general rule for grievance time limits. Where the union asserts that the alleged contractual violation has been on a continuing basis, a grievance filed within that time span would be considered timely. However, any liability could not extend retroactively more than the fourteen days specified in the agreement.**

Therefore we ask that you dismiss the assertion by Management that this grievance would be untimely in that the continuing violation rule would apply and the Union would be limited to the liability mentioned in this agreed to language.

There apparently also is no disagreement between the parties that

placement of mail into a Post Office Box is also a “delivery function” as Management’s Step 2 designee, Lee Nall, stated in his written decision “Granted Post Office Boxes are a type of delivery service.” He also admitted in his decision that “UBBM, Mark-up, and dispatch duties are customer service administrative duties.” His only caveat was that there was not a “delivery employee” boxing the mail.

As the Union pointed out, the Postal Services own Postal Operations Manual under section 141.1 state:

**“This section concerns mail delivered by clerks at postal facilities.”**

Therefore the Step 2 designee’s presumption that Clerks cannot be a “delivery employee” are contradictory to their own handbooks and manuals.

We respectfully ask after reviewing the evidence provided and hearing the testimony today that you would sustain the Union’s grievance in its entirety by instructing the Postal Service to cease and desist doing the specific duties mentioned here today and that the two PTF clerks, Traylor and McKinney, be paid for all hours improperly worked by Management on these duties at the overtime rate from 14 days prior to the grievance being initiated until the violation ceases.

Thank you,

Billy Woods, National Business Agent  
American Postal Workers Union, AFL-CIO