

SPECIAL ARBITRATION PANEL

In the Matter of Arbitration )  
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 between )  
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 United States Postal Service )  
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 and )  
 )  
 American Postal Workers Union )

Grievant: K. Legrow  
Post Office: Melville, New York  
Case No: N87VITC93001500  
BR9006MV

Before: Thomas J. Germano, Arbitrator

Appearances:

For the Postal Service: George Fredericks, Labor Relations Spec.

For the Union: Thomas M. LaFauci, Nat'l Business Agent  
Motor Vehicle Service Division

Place of Hearing: USPS, 160 Duryea Road, Melville, New York

Date of Hearing: August 17, 1995

Date of Award: August 25, 1995

Relevant Contract Provision: Articles 7, 15 and 19

Contract Year: 1990-94

Type of Grievance: Contract

Award Summary

Grievance granted. The directive issued by local Management ordering all Operators to fill the oil in their vehicles is invalid because it violates the Parties' national agreements.

  
Thomas J. Germano, Arbitrator

ISSUE

Did the Postal Service violate the National Agreement when all drivers (Motor Vehicle Operators - MVOs and Tractor Trailer Operators - TTOs) were ordered to check and replenish under-the-hood fluids prior to operating their vehicles? If so, then what shall the remedy be?

There is no violation regarding that portion of the order which requires all drivers to check the oil and gasoline gauges. This has been a long standing practice, is part of the M-52 and PO-701 Handbooks and is included on the Parties' mutually accepted Expanded Vehicle Safety Check. There also exists a November, 1986, Step 4 Agreement between the Parties which requires drivers at facilities with automated fueling systems, to fuel the vehicle. There is, however, no requirement - at least no evidence of such was produced by either Party, which would obligate a driver to add oil to a vehicle.

Management based its argument on this issue on a local directive, issued on February 15, 1990 and a portion of the drivers' job description which reads: "Performs other duties as assigned by a supervisor." The Postal Service also referred to the following: "Makes minor repairs or adjustments to vehicle in emergencies," which also appears in the drivers' job description, as a justification for having drivers fill their vehicles with oil.

The facts in this case do not support Management's position based on any of the preceding arguments. First, a local directive cannot alter an established job description. This was agreed upon by the Parties in a Step 4 determination dated May 6, 1983, and nothing was submitted contrary to that agreement. Secondly, in the job descriptions of TTOs and MVOs there is no reference to adding oil to a vehicle as a basic function or duty and responsibility of these positions. There is, however, a specific entry regarding the adding or changing of fluids and lubricants in the job descriptions of a Garageman and Junior Mechanic, and a less specific reference to such in the job description of an Automotive Mechanic. Third, the ambiguous statement, "Performs other duties as assigned by a supervisor,"

cannot be accepted as all inclusive, nor can such violate the Parties' agreements at the national level which do not allow the altering of job descriptions by local Management, which, if permitted, would be the result of the February 15, 1990 directive which ordered all Operators to add oil to their vehicles. Finally, the portion of the drivers' job description which refers to emergency situations is not even relevant to this case, since no emergency existed nor did the directive address that issue.

The bottom line is, the Postal Service violated the Parties' Collective Bargaining Agreement when it ordered all Operators to add oil to their vehicles.

AWARD

Grievance granted. Postal Management's February 15, 1990 directive, issued by the Superintendent of Vehicle Operations in Hicksville, New York, is invalid because it violates the Parties' national agreements.

Dated: August 25, 1995

  
Thomas J. Germano, Arbitrator