

REGULAR REGIONAL ARBITRATION PANEL
ARBITRATION IN THE MATTER OF

UNITED STATES POSTAL SERVICE,]	
]	
Employer,]	Grievant: Class Action
]	
and]	Post Office: Tampa, Florida
]	
AMERICAN POSTAL WORKERS]	Case Nos. 1190T-1H-C 95040682
UNION, AFL-CIO,]	
]	
Union.]	

BEFORE ARBITRATOR PATRICK HARDIN

APPEARANCES

For The Employer: Peter C. Marcoux
Senior Labor Relations Specialist

For the Union: Eddie Fuchs
National Business Agent

PLACE OF HEARING: Ft. Lauderdale, Florida


DATE OF HEARING: August 12, 1997

DATE OF AWARD: September 17, 1997

CONTRACT PROVISIONS: Articles 3, 8, 15, 17, and 19

CONTRACT YEAR: 1994-1998

SUMMARY OF AWARD: The grievance requested payment of the out-of-schedule premium rate for six maintenance employees who were directed to change tour for four days of training in the maintenance of a newly-installed Letter Mail Labeling Machine. The grievance is sustained on the ground that the training provided was not a "recognized training session" within the meaning of Section 434.662 of the Employee and Labor Relations Manual. The affected employees shall be made whole accordingly.


Patrick Hardin, Arbitrator

PROCEEDINGS

This matter came on for hearing before the arbitrator on August 12, 1997, at Ft. Lauderdale, Florida. The parties appeared as shown above and were afforded full opportunity to present evidence and argument. At the conclusion of the hearing the parties presented closing argument and the arbitrator took the matter under consideration.

ISSUE PRESENTED

The parties did not agree upon a specific statement of the issue presented for resolution by the arbitrator. After hearing the evidence and considering the positions of the parties, the arbitrator deems the issue to be:

Did the Postal Service violate the National Agreement or the provisions of incorporated manuals by withholding the out-of-schedule premium from six maintenance employees who changed tours to attend four days of training on the operation and maintenance of the newly installed Letter Mail Labeling Machine? If so, what is the proper remedy?

RELEVANT CONTRACT PROVISIONS

Articles 3, 8, 15, 17 and 19 of the National agreement between the parties are pertinent to the resolution of this dispute, as is incorporated Section 434.622 of the Employee and Labor Relations Manual (ELM), which provides:

434.622 Eligible employees are not entitled to "out-of-schedule premium" under the following conditions:

* * *

e. When attending a recognized training session which is a planned, prepared, and coordinated program or course.

FACTS

In late February, 1995, factory representatives and mechanics had completed the installation of a new Letter Mail Labeling Machine (LMLM) at the Ft. Lauderdale, Florida, Post Office. In the week beginning February 28, Management scheduled four days of training for the

bargaining unit maintenance personnel who would be responsible for maintaining and repairing the new machine. The training was conducted as scheduled by the factory representative from Bell & Howell who had supervised the installation of the machine. A purpose of the training was to familiarize the maintenance crew with the operation of the machine and the requirements of the routine service regimen, and to introduce them to diagnostics and repair. The training consisted of talks and demonstrations by the factory rep, using the operating manual for the LMLM which was distributed to the trainees along with LMLM training outlines developed by Bell & Howell on the topics of "Equipment Maintenance Training" and "Operational Overview Training". There were no other prepared course materials.

The training was conducted during Tour 2. Six employees normally scheduled on Tour 1 or 3 changed tour for the four days of training and returned to their normal tour on the fifth day of the work week. They were not paid the out-of-schedule premium. The Union filed this grievance alleging that the six were entitled to the premium. The parties were unable to resolve the dispute in the grievance process and the matter is now properly before the arbitrator for final and binding resolution.

POSITIONS OF THE PARTIES

The Union contends that the training offered to the employees was not "a recognized training session which is a planned, prepared, and coordinated program or course" within the meaning of Section 434.622 of the ELM. The Postal Service contends that it was.

ANALYSIS AND CONCLUSIONS

The parties effectively agreed that the arbitrator is to resolve this dispute by applying the words of ELM Section 434.622 to the facts as outlined above. Neither party offered any evidence concerning past practice in the administration of the out-of-schedule premium in training situations. Neither party referred to any prior arbitral award addressing this question, or any similar question.

Given that election by the parties, I conclude that the dispute should be resolved by the strict application of the language of Section 434.622, considered in the light that the section is an exception to a larger rule. The larger rule is that employees who are required by the Postal

Service to change schedule will normally be compensated for the dislocation of their lives, and the inconvenience to themselves and other members of their household, by payment of the premium. As is customary in dealing with such rule-and-exception problems, the exception should be narrowly construed to help ensure that the rule has the full reach which was intended for it.

Applying that analysis, the only question is whether the training offered was “a recognized training session which is a planned, prepared, and coordinated program or course.” This is a close case, and the answer is not at all clear.

There is no doubt that the training was “planned.” The training time was allotted in advance, the necessary instructions were sent to the employees to be present, and six of them changed tour in order to do so. Neither is there any doubt that the session was “prepared.” The instructor readied himself to spend 32 hours in showing the group how to run, service, and repair the machine, and he assembled enough copies of an operating manual that the trainees were able to use it for reference and instruction. He apparently followed the Bell & Howell training outlines for Operational Overview Training and Equipment Maintenance Training. Similarly, the session was “coordinated”: it was timed to occur after the LMLM was installed, but before it went into operation. Finally, there is no difficulty in calling the training regimen a “program or course,” for it did follow a training outline worked out in advance.

There is a difficulty, however, with the requirement that the training have been “a recognized training session.” In that sentence, what can “recognized” mean? It implies action or approval by some third party. By whom, and for what purposes, must the training session be “recognized”? There is no self-evident answer. The Union offered evidence, however, showing that the Postal Service’s Technical Training Center (TTC) does assemble formal instructional packages and materials which are offered, as needed, for the training of maintenance employees whose duties include maintenance of newly-installed or newly-modified equipment. There was, apparently, no such instructional package or course for “Introduction to Maintenance of the LMLM”, or whatever, available from the TTC in February, 1995. There was testimony that such a course has since been prepared and is now available. There was no testimony to the contrary.

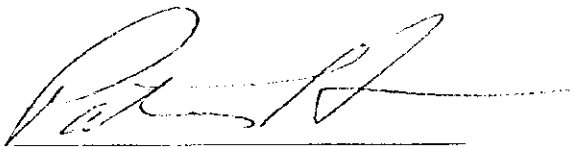
At a minimum, “recognized” must mean something over and above “a planned, prepared, and coordinated program or course.” If that were not so, the words “recognized training session” would have no meaning or function in the ELM section which contains them. I conclude that to

be "recognized" within the meaning of the section, a training course must be, in some fashion, regularized or standardized so that it can be offered repeatedly in essentially the same format for essentially the same training objective and must be, in some fashion, evaluated for sufficiency. Thus, for example, the TTC course on CFS Printer/Label Applicator, Maintenance Update (Course no. 556669-24), is a "recognized" course. Many other courses offered by PEDC, TTC, and many other administrative elements of the service, or its subcontractors, may also be "recognized", even though many may be much less formal than a TTC course.

I need not try to imagine the entire universe of "recognized" courses to conclude that the training at issue here was not in that group. The training here was ad hoc. It was timed to coincide with the end of installation of machine. It did not involve any specifically prepared training manuals. There were no examinations or proficiency tests. So far as the evidence showed, no third party training or monitoring group oversaw or evaluated the proficiency of the instructor or the sufficiency of the curriculum. On all these grounds I conclude that the training offered was not "recognized" as that word must be understood in the ELM section. It was more akin, even if not identical, to the on-the-job training which takes place when a more experienced senior employee undertakes to show a new employee how to service and maintain a piece of equipment with which the new employee is unfamiliar. When an employee changes tour to receive such on-the-job training, the premium is due and payable. The grievance must be sustained.

AWARD

The grievance is sustained. The six affected employees shall be made whole by payment of the out-of-schedule premium for the four day period in dispute.



Patrick Hardin, Arbitrator

Knoxville, Tennessee
September 17, 1997

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