

REGULAR ARBITRATION

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In the Matter of Arbitration	*	Class Action
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Between	*	Cliffdale Station
	*	Fayetteville, NC
United States Postal Service	*	
	*	USPS Case No. K16N-4K-C 20280329
And	*	
National Association of Letter	*	NALC DRT# 09-506966
Carriers, AFL-CIO	*	

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APPEARANCES:

Postal Service Advocate: Sheena Hazel

NALC Advocate: Caroline Jones

Place of Hearing: Fayetteville, NC

Date of Hearing: September 22, 2020

AWARD SUMMARY

The grievance is sustained. The Postal Service shall cease and desist using the new locally developed form and return to using PS Form 3867 to control the issuance and return of Arrow Keys.

Date of Award: October 20, 2020

*David A. Stanton*

David A. Stanton, Arbitrator

## INTRODUCTION

This grievance arose under the 2016 National Agreement between the United States Postal Service (USPS or Postal Service) and the National Association of Letter Carriers, AFL-CIO (NALC or Union). Specifically, on June 17, 2020, NALC Branch 1128 filed Grievance No. K16N-4K-C 20280329 (DRT# 09-506966) alleging Management violated Article 19 of the National Agreement and Sections 324 and 325 of the Administrative Support Manual by implementing a locally developed form regarding arrow keys.

The grievance not being resolved at the earlier steps of the grievance procedure was scheduled for hearing on September 22, 2020, at the Cliffdale Station of the Fayetteville, NC Post Office, located at 6380 Cliffdale Road, Fayetteville, NC, before Arbitrator David Stanton. The parties had a full and fair opportunity to present argument and evidence; to engage in the examination and cross examination of sworn witnesses; and to present any and all arguments in support of their respective positions. The parties chose to make oral closing statements at the hearing and the record was closed at the conclusion of those statements.

## ISSUE

The parties stipulated the issue would be as stated in the Step B decision:

Did Management violate Article 19 of the National Agreement relating to the use of a locally developed form and/or modified PS Form to record the issuance and return of Arrow Keys?  
If so, what is the appropriate remedy?

## EXHIBITS PRESENTED

<u>Joint 1</u>	2016-2019 National Agreement – NALC and USPS
<u>Joint 2</u>	JCAM
<u>Joint 3</u>	Moving Papers (22 pages)
<u>U-1</u>	Fayetteville City, City Carrier Standard Operating Procedure
<u>U-2</u>	Case No. F16N-4F-C 19190007, Wolitz, September 13, 2019
<u>M-1</u>	Form 1627

- M-2 Form 1838-C
- M-3 Case No. C16N-4C-19271849, Brown, October 28, 2019
- M-4 Case No. B90N-4B-C 94027390, Snow, August 20, 1996
- M-5 Case No. H1C-NA-C 12, Mittenthal, October 11, 1983
- M-6 Case No. Q94T-4Q-C 98099959, Das, May 27, 2009

APPLICABLE NATIONAL AGREEMENT PROVISIONS

Article 19                      **HANDBOOKS AND MANUALS**

Those parts of all handbooks, manuals, and published regulations of the Postal Service, that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall contain nothing that conflicts with this Agreement, and shall be continued in effect except that the Employer shall have the right to make changes that are not inconsistent with this Agreement and that are fair, reasonable and equitable. This includes, but is not limited to, the Postal Service Manual and the F-21, Timekeepers Instructions.....

**ADMINISTRATIVE SUPPORT MANUAL (ASM)**

**Section 323 Responsibilities**

**323.1 Headquarters Functional Units**

Headquarters functional units are responsible for defining forms Requirements based on business needs and processes. Headquarters functional units are also responsible for coordinating and obtaining approval as necessary with other functional units.

**324.1 Development**

Headquarters organizational units approve the requirements for new or revised forms within their functional areas. Forms Management analyzes and designs the form and assigns an identifying number.

## **M-41 CITY DELIVERY CARRIERS DUTIES AND RESPONSIBILITIES**

### **Section 262.1 Receipting for Accountable Items**

#### **262.21 Keys**

A numbered check is issued to each employee. When you surrender the check, you will be given a set of Arrow and/or padlock, and/or truck keys. (In some instances, a signature is used in place of a numbered check.) The keys are on a numbered chain which must be securely fastened to a belt or clothing. Keys must be returned at the end of the tour of duty.

#### **431 Keys**

Turn in mail keys in exchange for assigned key check or signature clearance.

#### **52 Care of Keys and Locks**

521 Obtain keys (Arrow and/or padlock) at unit or garage when so designated.

522 Attach key chain to belt or clothing. Do not detach keys from chain. Keep in pocket when not in use. Dangling or swinging key chains are dangerous.

## **POSTAL OPERATIONS MANUAL (POM)**

### **Section 633.42 Arrow Lock Keys**

Employees must turn in Arrow lock keys daily on completion of duty. Carriers must keep Arrow lock keys attached to their clothing by a chain at all times while on duty. If a clearance employee is not available, Arrow lock keys (and any other postal keys in temporary use, such as for vehicles) should be deposited in a secure location, for instance, a designated storage box.

## **BACKGROUND**

The subject of this grievance is Arrow Keys, or more specifically, a locally developed form to account for the issuance and return of Arrow Keys. Arrow keys are a universal key used by letter carriers to access mailboxes, collection boxes, banks of mailboxes or parcel lockers. They are called Arrow Keys because there is an arrow visibly stamped on each key. One Arrow Key may open all of the aforementioned types of mail collection or distribution devices for several small cities. The Postal Service manufactures the keys itself to reduce possible security concerns.

Inspector Earl Hoke, a 27-year veteran of the Postal Inspection Service, testified that Arrow Keys are an important element of ensuring the sanctity of the mail. Stealing or reproducing Arrow keys or locks is a violation of Federal criminal law.

Whoever steals, purloins, embezzles, or obtains by false pretense any key suited to any lock adopted by the Post Office Department or the Postal Service and in use on any of the mails or bags thereof, or any key to any lock box, lock drawer, or other authorized receptacle for the deposit or delivery of the mail; or

Whoever knowingly and unlawfully makes, forges, or counterfeits any such key, or possesses any such mail lock or key with the intent to be unlawfully or improperly used, sold, or otherwise disposed of.....

Shall be fined under this title or imprisoned not more than ten years, or both.<sup>1</sup>

In spite of having significant precautions in place Inspector Hoke explained that employees lose keys, employee's sell keys, and employees are burglarized for keys. In order to ensure the sanctity of the mail, the only effective means is to re-key the area affected by the lost Arrow Key. Hoke estimated that it could cost \$200,000 to \$300,000 to re-key the city of Raleigh. According to Hoke, sanctity of the mail and Arrow Key replacement costs make it essential to have effective administrative controls in place to track Arrow Keys.

Mr. Francisco (Frank) Pecunia-Vega, President NALC Branch 1128, explained that he was the author of the instant grievance. Vega testified that for many years the various Fayetteville stations used a modified PS Form 3867 to track the issuance and return of Arrow Keys. Vega further testified that around February of 2020 a new form was introduced to track Arrow Keys at the Cliffdale Station. The new log did not have a PS Form number and differed from the PS Form 3867 that had previously been utilized. The PS Form 3867 required the letter carrier to sign for the receipt of the Arrow Key. The new form required the letter carrier to print and sign their name at the time the Arrow Key was received and also to print and sign their name when the key was returned. Vega contends that local management was told by District and/or Area management to develop a new form to increase the accountability for Arrow Keys. Vega said that proof of such instruction was never provided.

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<sup>1</sup> 18 U.S. Code § 1704.

## UNION'S POSITION

The Union acknowledges the importance of maintaining accountability for Arrow keys but argues that the Administrative Support Manual (ASM) contains a specific process that must be followed to create a new form. Management has not followed the necessary process to create a new Arrow Key accountability form. Management has unilaterally changed the language of the M-41 without negotiation with the Union at the national level.

The Union further emphasizes that the local form has not been shown to have improved the accountability of Arrow Keys. Instead, it has only made additional work for letter carriers and accountable clerks.

The Union also argues that the new procedure violates the Fayetteville City Standard Operating Procedure (SOP) that was negotiated between the local Union and the Fayetteville Postmaster. In particular, the SOP provides that:

### OFFICE FUNCTIONS – PM

Go to the accountable clerk, turn in keys, and get cleared on accountable items. If the clerk is not available, proceed to your case and return for clearance at the first opportunity.

The Union asks that Management be instructed to cease and desist from using the locally developed form and to "make those affected by this new work standard whole in every way."

## MANAGEMENTS POSITON

The Postal Service argues that the locally developed Arrow Key log is remarkably similar to PS Form 1627 and, as such, should be allowed to continue to be used. The Postal Service further asserts the great importance of Arrow Key security, which has also been recognized by the Union, should allow the Postal Service latitude in ensuring the security and sanctity of the mail.

The Postal Service denies that employees have been harmed in any way by being required to use the new log. Management points out the new process adds perhaps a minute to the workday and letter carriers are compensated for their time. The tradeoff between improved mail security and a very minor change in procedures, which the Letter Carriers are paid for, requires the grievance to be denied in its entirety.

## DISCUSSION

Both parties acknowledge the importance maintaining the security of Arrow Keys and the dramatic impact of a missing key. A missing key negatively affects the individual carrier, the security of the mail and results in significant economic injury to the Postal Service. In the Union's view the existing procedure was working fine and there was no reason to create a new form to track the issuance and return of Arrow Keys. The Union also feels the changes, which were not universally implemented across all six stations (Cliffdale, Lakedale, Ft. Bragg, Lafayette, Utah and Tokay) of the Fayetteville, NC Post Office, was unlikely to have any sort of positive impact on Arrow Key security. Finally, the Union argues the local form was created without following the appropriate process provided for in the Administrative Support Manual.

The Postal Service says the newly created form is virtually identical to PS Form 1627 and its use should continue to be allowed. The subject of Arrow Key security is so important that the Postal Service's efforts should be given deference as part of Management Rights to "maintain the efficiency of operations." Finally, the Postal Service contends Letter Carriers have suffered no harm and that it would be inappropriate to provide any sort of monetary remedy.

This case presents a possible Article 5 violation in addition to an Article 19 violation. It could be argued that implementing the new form violated Article 5 by creating changes that "directly relate to wages, hours, or working conditions." Under the Form 3867 process the letter carrier signed for the Arrow Key upon receiving it. The newly developed form required the letter carrier to print and sign their name upon receiving the Arrow Key. In addition, the letter carrier had to print and sign their name upon returning the Arrow Key. The impact to letter carrier working conditions by the introduction of the new form was trivial at best. It cannot be said the new form violated Article 5 by the employer unilaterally creating adverse working conditions.

The new form did violate Article 19 in that it failed to follow the specific provisions of ASM 323 and 324 regarding new form development. The newly developed form is not the equivalent of PS Form 1627. The Form 1627 is a blank Excel spreadsheet. While the newly developed form is also an Excel spreadsheet the format is significantly different. The only thing they seem to have in common is that they are both Excel spreadsheets.

The requirement to have a centralized forms creation process makes perfect sense for an organization the size of the Postal Service. There was no testimony introduced in the instant case that the Fayetteville Post Office was experiencing any sort of problems with missing Arrow Keys. Moreover, it is unclear and was unexplained, how a form that adds the requirement to print and sign your name at both issuance and return was going to improve Arrow Key security. In spite of these shortcomings a new form was created. If this sort of random form creation were practiced throughout the Postal Service's 30,000+ Post Offices, there would be chaos.

Management's actions were obviously well intentioned and did not impose any significant burden on letter carriers that would require a financial remedy. Nevertheless, the manner in which the new form was created violated Article 19 by violating [ASM 323 and 324.

#### AWARD

The grievance is sustained. The Postal Service shall cease and desist using the new locally developed form and return to using PS Form 3867 to control the issuance and return of Arrow Keys.

Date: October 20, 2020

A handwritten signature in cursive script, reading "David A. Stanton", is written over a horizontal line.

David A. Stanton, Arbitrator