

NATIONAL JURISDICTIONAL DISPUTE ARBITRATION PROCEEDINGS

In the Matter of the Arbitration Between

UNITED STATES POSTAL SERVICE

- and -

AMERICAN POSTAL WORKERS UNION

- and -

NATIONAL POSTAL MAIL HANDLERS UNION

Case No. H7C-NA-C 32

Subject: Primary Craft for
Spreading the Mail to
Carrier Cases

Dana Edward Eischen, Arbitrator

Appearances

For the APWU:

O'Donnell, Schwartz & Anderson, P.C.
by Anton Hajjar, Esq.

-and-

C. J. Guffey, Jr., Asst. Director, Clerk Division

For the Postal Service:

Kevin B. Rachel, Esq.
Labor Relations Counsel

-and-

John W. Dockins,
Labor Relations Specialist

For the NPMHU:

Bredhoff & Kaiser
by Bruce R. Lerner, Esq.

-and-

Richard B. Collins,
Asst. to the President

-and-

William J. Flynn, Jr., Manager,
Contract Administration Department

Also Present

For the USPS:

Rodney Lambson, Labor Relations Specialist
Daniel Magazu, Labor Relations Specialist
Janice San Jose, Labor Relations Specialist

For the APWU:

Moe Biller, President
Robert Tunstall, Director, Clerk Division
James P. McCarthy, Asst. Director, Clerk Division
Larry Gervais, Special Asst. to the President

Thomas F. Maier, National Business Agent
Eddie De Hoyos, R.I. 399 Committee
Jim Bertolowe, R.I. 399 Advocate
Robert D. Kessler, National Business Agent
Robert Bloomer, Jr., Special Asst. To the President
Sam Lisenbe, R.I. 399 Advocate
Roosevelt Steward, R.I. 399 Advocate
Shirley J. Taylor, National Business Agent
Steve Zamanakos, National Business Agent
Stephen Klinger, R.I. 399 Advocate
Ron Suslak, R.I. 399 Advocate
Tony Mastas, N.E. Regional Dispute Committee
Larry R. Sorrells, R.I. 399 Advocate

PROCEEDINGS

Hearings were held in Washington, D.C. on May 29, July 23, and August 13-14, 1997 at which the Parties all were represented by Counsel and afforded full opportunity to present documentary evidence, testimony subject to cross-examination and oral argument. Following receipt of the transcribed stenographic record, post hearing briefs and reply briefs were filed and exchanged and the record was closed in mid-January 1998. Given the significance of the issue and the volume of the record, the Parties graciously allowed me some additional time for the rendition of this Opinion and Award.

BACKGROUND

This case comes before me for final and binding determination in National Jurisdictional Arbitration, pursuant to procedures established by an April 16, 1992 Memorandum of Understanding ("MOU") between the United States Postal Service, ("USPS" or "postal Service"), the American Postal Workers Union, AFL-CIO ("APWU" or "Postal Workers") and the National Postal Mail Handlers Union, ("NPMHU" or "Mail Handlers"). That tripartite MOU of April 16, 1992, entitled, "REGIONAL INSTRUCTION 399 – DISPUTE RESOLUTION PROCEDURES" ("RI-399 DRP"), *infra*, was aimed at resolving longstanding jurisdictional disputes involving the Postal Service, the clerk craft represented by the APWU and mail handlers represented by the NPMHU. In 1997, the three Parties mutually appointed me as their National Jurisdictional Arbitrator to hear and decide deadlocked cases properly referred to arbitration under the RI-399 DRP.

This is the first case presented for National-level arbitration under the RI-399 DRP dated April 16, 1992, but it did not arise under those procedures. As the case number indicates, the instant dispute had its genesis as a National-level grievance filed some ten (10) years ago by APWU, under Article 15.3.D of the consolidated 1987-1990 National Agreement between the Postal Service and a Joint Bargaining Committee ("JBC") formed by APWU and the National Association of Letter Carriers ("NALC"). [During both 1975 and 1978, the APWU and the NPMHU bargained with the Postal Service jointly (together with the National Association of Letter Carriers in 1975 and 1978, and with the National Rural Letter Carriers' Association in 1975.) At other times pertinent to this case, the Postal Service entered into separate and distinct National collective bargaining agreements with the NPMHU; and the 1994-1998 National contract between the APWU and the USPS also is separate from the NALC and NRLCA contract for that period. Because the NALC and NRLCA are

not parties to these proceedings and for ease of reference, the 1987-90 (APWU/NALC)/USPS contract and the separate APWU/USPS contracts will be referred to collectively as Postal Worker/USPS contracts, and the 1975 and 1978 National Agreements will be referred to as JBC/USPS Agreements, to distinguish each from the separate and distinct Mail Handler/USPS contracts.]

The seminal decision by Arbitrator Howard Gamser, [Case No. AD-NAT-1311, Oct. 13, 1981, ("Gamser Award")], upholding the validity and vitality of Regional Instruction No. 399, is a primary benchmark for understanding the history and evolution of the jurisdictional guidelines and a touchstone for the National Jurisdictional Arbitrator called upon to review primary craft designations under the RI-399 DRP of April 1992. At page 9 of that Award, Arbitrator Gamser pointed out: "Disputes between the APWU and the Mail Handlers over the proper craft assignment of certain positions in mail processing have been ongoing for many years, even prior to the establishment of the reorganized [Postal] Service in 1970." In masterful detail which would be redundant and presumptuous for me to attempt to replicate, the Gamser Award describes the process by which the National-level Committee on Jurisdiction ("COJ"), established pursuant to MOU arising out of 1975 and 1978 JBC National Agreements, attempted to develop jurisdictional guidelines for resolving, *inter alia*, an escalating number of craft conflicts between the Postal Workers and the Mail Handlers.

Under the terms of the controlling MOU, each Union had until early December 1975 to "submit to the Committee a written description of the scope of the duties it believes are properly assignable to employees it represents". Representatives of the Postal Service and the involved Unions then were to discuss, and possibly resolve, work assignments that were in dispute, by

considering, "among other relevant factors," the following expressly listed criteria:

1. existing work assignment practices;
2. manpower costs;
3. avoidance of duplication of effort and "make work" assignments;
4. effective utilization of manpower, including the Postal Service's need to assign employees across craft lines on a temporary basis;
5. the integral nature of all duties which comprise a normal duty assignment;
6. the contractual and legal obligations and requirements of the parties.

[To this day, these same six (6) criteria are listed in Article 1, Section 1.5A of the Parties' respective National Agreements to govern the assignment of all newly created positions "to the national craft unit most appropriate for such position."]

The Gamser Award describes how a deadlock in the COJ discussions eventually led Management members of the Committee to form their own task force, including representatives from postal field operations, to draft and circulate to the affected Unions a set of proposed jurisdictional guidelines (Gamser Award, p.7):

[T]he Service assembled a team to develop a proposal on resolving the conflicting jurisdictional claims. This team was to be guided by the six criteria mentioned in the Memorandum of Understanding, past practice, certain previous arbitration decisions dealing with conflicting jurisdictional claims, and also were directed to keep in mind the USPS' desire to achieve greater efficiency and economy of operations. The team also was to consult various handbooks issued by the Service containing bargaining unit position descriptions, personnel practices, and the qualification standards for all Postal Service positions....The overall goal of their efforts, as they described it, was to develop an efficient and cost effective way to resolve the jurisdictional claims while creating the least amount of confusion in the field.

The draft guidelines prepared by the Management team were submitted to representatives of both Unions in the Fall of 1977, for their comments and criticisms. Discussions and negotiations followed, in which, "[a]fter meetings with these Unions, the [Postal] Service compromised in some areas as did the Unions." (Gamser Award, p.11). Eventually, after several revisions which incorporated a number of the Unions' suggestions,, the Postal Service published the guidelines as

"Regional Instruction 399", on February 16, 1979.

Thirteen (13) specific objections from APWU challenging RI-399 formed the basis for the national grievance from the Postal Workers, eventually decided by Arbitrator Gamser. After receiving evidence and hearing arguments from all three parties, he rejected all of the claims submitted by the APWU, denied the underlying grievance and concluded: "the publication and implementation of Regional Instruction No. 399 has not violated the cited provisions of the National Agreement, the Memorandum of Understanding on Jurisdiction appended thereto, or any of the other accepted criteria for jurisdictional determinations to which the APWU made reference." (Gamser Award, p.19).

Seven (7) years later, a simmering controversy between APWU and NPMHU over the work of "spreading the mail" was brought to a head with issuance of a memorandum to USPS regional labor relations managers on November 1, 1988, by William J. Downes, Director, Office of Contract Administration, Labor Relations Department, reading in pertinent part as follows:

Recently there has been some confusion regarding the issue of spreading the mail to carriers. We have reviewed the appropriate operational documents and relative arbitration awards that have been issued on this matter and the following represents our position:

1. The basic function of transporting mail belongs to the mail handler craft and should be assigned to mail handlers when available and in accordance with Regional Instruction 399.

Several days later, on November 15, 1988, Joseph J. Mahon, Jr., Assistant Postmaster General for Labor Relations, sent letters to the Presidents of APWU, NPMHU and NALC (which represents all city letter carriers), reading in almost identical terms, as follows:

Recently we have been receiving numerous inquiries from the field regarding the issue of spreading the mail to carriers. We have reviewed the appropriate operational documents and relative arbitration awards that have been issued on this matter and the following represents our position:

1.The basic function of transporting mail belongs to the mail handler craft and should be assigned to mail handlers when available and in accordance with Regional Instruction 399.

[Mahon's current title is Vice President for Labor Relations. He was then and now the highest ranking labor relations official of the Postal Service.]

The NALC did not challenge the Postal Service designation of the Mail Handlers as "primary craft" for "spreading the mail", but on November 18, 1988, APWU President Biller replied, stating in words or substance that an interpretive dispute of general application existed, prompting him to file a National-level grievance under Article 15.3.D of the APWU-USPS contract. The grievance asserted that spreading is equivalent to distribution and that "under RI-399, the M-32 Handbook and the F-2 Handbook, distribution of presorted bundles and sacks to carriers is clerk craft work." By letter of November 28, 1989, Samuel Pulcrano of the USPS Grievance and Arbitration Division denied that grievance, asserting: "In accordance with Regional Instruction 399, the basic function of transporting the mail belongs to the mailhandler craft and should be assigned to mailhandlers when available." The APWU immediately appealed the grievance to National-level arbitration under the 1987-90 APWU-USPS contract.

On February 6, 1990, Biller wrote to Mahon recanting the contention that the spreading of mail grievance presented a National-level interpretive issue of general application and asking the Postal Service to send all such cases which had been referred to Step 4, back to the Regional level. The Postal Service replied by letter received on March 2, 1990, declining Biller's request to remand the grievances and insisting that a National-level dispute was joined. After several years of this stalemate, the APWU invoked the newly developed provisions of the RI-399 DRP, which allow either Union to appeal interpretive disputes of general application to the national level; first for

discussion and possible resolution by the National Dispute Resolution Committee ("NDRC") and, if necessary, for final and binding arbitration by the National Jurisdictional Arbitrator. When the three parties were unable to reach agreement, the APWU appealed this case to national jurisdictional arbitration on March 31, 1995, three years after adoption of the Dispute Resolution Procedures.

Subsequently, the case was scheduled by agreement of the Parties as the first case to be heard by their newly-appointed National Jurisdictional Arbitrator, pursuant to the RI-399 DRP. Following lengthy discussions, which were not finalized until half way through the first day of hearings on May 29, 1997, all three parties agreed on the precisely stipulated question to be determined in this arbitration, as set forth *infra*.

ISSUE

At the arbitration hearing, the Parties jointly stipulated that the following question is presented for determination in this case:

Whether the Postal Service properly assigned the Mail Handler craft as the primary craft to spread mail to letter carrier cases (i.e., the taking of mail, including but not limited to sacks, trays, flat buckets, and bundles, to carrier cases), when such mail has been previously identified and marked by carrier route numbers.

PERTINENT CONTRACT PROVISIONS

RI-399, February 16, 1979

240-339
Distribution
at Stations
& Branches

Distribution of mail.

Clerk

-The designation of a primary craft
can be applied to a detached unit
which performs or supports a mail
processing operation.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE, THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO, AND
THE NATIONAL POSTAL MAIL HANDLERS UNION,
A DIVISION OF LABORERS'
INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO**

REGIONAL INSTRUCTION 399 - DISPUTE RESOLUTION PROCEDURES

General Principles

The parties to this Agreement agree to a new procedure for resolving jurisdictional disputes under Regional Instruction 399 (hereafter "RI-3990). The new procedures will be implemented sixty (60) calendar days after the effective date of this Agreement.

Effective with the signing of this Agreement, no new disputes will be initiated at the local level by either union challenging jurisdictional work assignments in any operations as they currently exist. Except as otherwise specifically provided in the New or Consolidated Facilities, New Work, or Operational Change sections contained in this memorandum, all local craft jurisdictional assignments which are not already the subject of a pending locally initiated grievance will be deemed as a proper assignment for that facility.

In order to provide for expeditious and efficient resolution of jurisdictional disputes only one representative case shall be processed for each operation/function in dispute. Multiple disputes arising out of the same or substantially similar issues or facts shall not be allowed.

Dispute Resolution Committees shall be established at the local, regional and national levels. The Committee shall be composed of one (1) representative from each of the three parties. The representative on the Committee may be assisted by a technician at any or all meetings if advance notice is given to the other two parties. At larger installations the local parties may mutually agree to establish more than one (1) Committee; however, there shall not be more than one(1)Committee per facility. Committee decisions shall be by mutual agreement of all 3 parties.

Meetings of the Committee must be scheduled with sufficient frequency so that a decision can be rendered within the time limits contained in this Agreement. The time limits contained in this Agreement may be extended by mutual agreement of the parties. If a committee fails to render a decision within the time frames in this Agreement the moving union may appeal the dispute to the next step in the procedure.

Each party at the local level will be responsible for maintaining an inventory of jurisdictional assignments not in dispute. As jurisdictional disputes are resolved under this procedure, the results shall be added to the inventory.

The national parties shall mutually determine and implement a new numbering system to be utilized in this procedure.

All parties to this Agreement may participate in the arbitration proceedings at either level and all parties shall

be bound by the arbitrator's award whether or not they participate in the arbitration proceedings. The arbitrator's award shall be final and binding.

Any settlement entered into at any level must be a tripartite settlement.

Local Level

The Local Dispute Resolution Committee (LDRC) will have thirty (30) calendar days after receipt of a properly filed dispute to attempt to resolve the dispute.

1. A dispute may be initiated by either Union. It must be submitted in writing to the other two parties. It must, at minimum, contain:
 - A. the operation number/description,
 - B. the function number/description,
 - C. what craft is presently assigned the work,
 - D. a diagram of the operation with a written narrative describing the disputed function,
 - E. the contentions of the party filing the dispute.
 - F. The condition which permits the filing of the dispute; i.e., new or consolidated facility, new work, or operational changes.

2. If a dispute is resolved, a tripartite settlement agreement will be signed by the parties and the jurisdictional work assignment shall be added to the local inventory of agreed upon craft assignments. The settlement agreement will include the grievance number, the identification of the operation and functions involved and the determination of the appropriate craft. A diagram jointly prepared with a narrative describing the disputed operation/function will be attached to the settlement, if possible.

3. If the dispute is unresolved at the end of the thirty (30) day period, a tripartite decision will be written by the Committee setting forth the position of each party. The moving Union may appeal the dispute to the Regional Committee within twenty-one (21) calendar days of the date the decision is reduced to writing and signed by the three parties. A copy of the appeal and the complete case file must be sent to each of the Regional parties by the appealing Union.

Regional Level

The Regional Dispute Resolution Committee (RDRC) shall have sixty (60) calendar days after receipt of a properly appealed dispute to attempt to resolve the dispute.

1. If a dispute is resolved a tripartite settlement agreement will be signed by the parties. The Agreement shall contain the same information specified in the section of this Agreement for local settlement of disputes. The Agreement will be sent to the local committee for implementation and the work assignment shall be added to the local inventory of agreed upon craft assignments.

2. If the dispute is unresolved at the end of the sixty (60) calendar day period, a tripartite decision will be written by the Committee setting forth the position of each party. The moving Union may appeal the dispute to regional arbitration within twenty-one (21) calendar days of the date of receipt of the written decision of the Committee.

Copies of the appeal will be provided to the other parties.

3. If any member of the Regional Committee identifies an appealed dispute as involving an interpretive issue which is of general application, that member shall inform the other members of the specific issue (s), in writing, prior to the issuance of a decision by the Committee on that dispute. The written decision by the Committee shall have this written notification attached to the decision. If such an issue is so identified and remains unresolved on the date of the Regional Committee decision, the moving union may only appeal such dispute to the National Committee. Failure of a party to identify such an issue prior to the date of the decision by the Regional Committee precludes appeal to the National Committee of that specific dispute.
4. The RDRC may, by mutual agreement, remand a case back to the LDRC with specific instructions.

National Level

The National Dispute Resolution Committee (NDRC) shall have sixty (60) calendar days after receipt of a properly filed or appealed dispute to attempt to resolve the dispute.

1. Either union party may initiate a dispute at the National level when such dispute involves an interpretive issue which under the National Agreement is of general application. Such disputes shall be provided to the National Committee, in writing, and must specify in detail the facts giving rise to the dispute, the precise interpretive issues to be decided and the contentions of the Union.
2. If a dispute is resolved, a tripartite settlement agreement will be signed by the parties.
3. If the dispute is unresolved at the end of the sixty (60) calendar day period, a tripartite decision will be written by the Committee setting forth the position of each party. The moving Union may appeal the dispute to National Arbitration within twenty-one (21) calendar days of the date of receipt of the written decision of the Committee. Copies of the appeal will be provided to the other parties.
4. In the event the National Committee, after review, decides that a dispute appealed from the regional level does not involve an interpretive issue which is of general application, the dispute shall be remanded to the regional level and placed on the list of pending arbitration cases*

Regional Arbitration

A panel of two (2) arbitrators will be jointly selected by the parties for each of the five (5) regions. Additional arbitrators may be added to a regional panel up to a maximum of five (5) by mutual agreement of the parties. Selection of the arbitrators will be by a method and for a time period to be agreed upon by the parties. Such panel of arbitrators shall hear only jurisdictional cases. Their fees and expenses will be allocated on a basis of one-half (1/2) to management and one-half (1/2) shared equally by the participating unions. If any party decides not to participate in the arbitration proceedings, the remaining parties will equally divide the arbitrator's fees and expenses. The current practices of the parties related to allocation of cost for canceled dates will be continued.

Scheduling of regional arbitration cases will be jointly performed by the parties from a list of dates submitted by the arbitrators. All scheduling correspondence with the arbitrators will be jointly signed by the parties. The method of scheduling will be jointly agreed to by the parties. The factors to be considered in establishing such a method shall be:

1. a first-in/first-out basis;
2. cost effectiveness of the system;

3. volume of cases in a particular geographic area;
4. availability of advocates for each party; and
5. a proportionate allocation of dates for each geographic area.

Cases will be scheduled and heard within ninety (90) calendar days after receipt of the appeal. Jurisdiction arbitrators will provide their decisions to the parties within thirty (30) calendar days of the close of the record.

National Arbitration

One arbitrator will be jointly selected by the parties at the national level on the basis of mutual agreement. Once selected, the arbitrator will hear only jurisdictional disputes. The arbitrator's fees and expenses will be allocated on the basis of one-half (1/2) to management and one-half (1/2) shared equally by the participating unions. However, if a party decides not to participate in the arbitration proceedings, the remaining parties will equally divide the arbitrator's fees and expenses. Scheduling of cases will be jointly performed by the parties from a list of dates submitted by the national arbitrator. Time frames will be the same as those designated for regional arbitration. The method of scheduling will normally be on a first-in/first-out basis.

Pursuant to Article 15 of the National Agreement, only disputes involving interpretive issues under the National Agreement which are of general application will be arbitrated at the national level.

Additionally, the national-level arbitrator may be invited to participate in an advisory capacity at National Committee meetings on items related to problems of consistency of regional-level awards or other problems mutually determined by the committee. The arbitrator may be empowered by mutual agreement of the parties to issue instructions to the regional-level arbitrators which were consistent with any mutual understanding on these issues reached as a result of committee discussions. Payment for such services will be made as for an actual arbitration hearing.

New Or Consolidated Facilities

The following procedures shall apply to the opening of new or consolidated facilities.

Forty-five (45) calendar days prior to the opening of a new or consolidated facility, the members of the RDRC will be notified of the date on which activation will take place. Within ninety (90) calendar days of that activation, the LDRC designated for the facility will conduct an inventory of jurisdictional assignments at the facility and will attempt to resolve any disputes which arise from these discussions. If necessary, representatives of the RDRC will assist the local parties with on-site reviews.

Jurisdictional assignments shall not be changed solely on the basis of moving operations into a new facility. If jurisdictional assignments existed in a previous facility, they shall be carried forward into the new facility except where operational changes as described below result in the reassignment from one craft to another.

In a new or consolidated facility, the jurisdictional assignment in the previous facilities must be considered by the LDRC in the determination mentioned above, in the event the consolidated operations had a mixed practice in the previous installations.

The decision of the LDRC will be processed in accordance with the decision and appeals procedures previously outlined, including appeals to the higher levels of the process.

New Work

This section refers to implementation of RI-399 involving work which had not previously existed in the

installation.

The procedures for activation of a new or consolidated facility shall apply to the assignment of new work to an installation. The standards contained in Section II.E of RI-399 shall apply in making the craft determinations.

Operational Change

Management will not engage in operational changes for the purpose of affecting the jurisdictional assignments in a facility. It is the intent of the parties to continue craft jurisdictional assignments which are not already the subject of a grievance as indicated on page 1, paragraph 2, of this Agreement.

To the extent that operational changes are made that may result in the reassignment of functions from one craft to another management must present and discuss such changes with the LDRC thirty (30) days prior to the effective date of the operational change. Within 14 days from the effective date, the adversely impacted union may appeal the operational change to arbitration. A tripartite arbitration shall be heard within sixty (60) days of the effective date of the operational change in order to resolve any jurisdictional disputes. The issue to be decided in cases involving operational changes will be whether the proposed change is consistent, with RI-399 and/or the intent of this Agreement.

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Assistant Postmaster
General
Labor Relations Department
U.S. Postal Service

MOE BILLER
President
American Postal Workers
Union, AFL-CIO

GLENN BERRIEN
President
National Mail Handlers Union

DATE 4-16-92

POSITIONS OF THE PARTIES

The following statements of position have been distilled to their essence by extrapolation and edition from the respective post hearing briefs and reply briefs:

The APWU

The APWU does not bear the burden of proof just because, in this particular case, it is the party challenging management's interpretation. This is not that sort of litigation: it is, rather, a National-level interpretive case. Either the Postal Service's and Mail Handlers' interpretation is right or the APWU's is right. There can be no award holding that the APWU is wrong but expressing no opinion about whether the Postal Service and/or Mail Handlers are right.

As odd as it may appear to this arbitrator who was selected by the parties to be the National-level arbitrator in the RI-399 dispute resolution procedure, RI-399 simply does not apply here. The seeming incongruity is explained by the procedural history of this dispute. In order to unblock the multitude of APWU grievances, the APWU agreed to place the issue of spreading the mail before this tribunal. It has done so without prejudice in order to get this dispute resolved. This does not mean that RI-399 controls the dispute: it simply means that the issue is before this arbitrator on an ad hoc basis.

The point here is that RI-399, which applies only to Mail Processing activities, has no application to this spreading dispute because this activity takes place only in Customer Services operations. That RI-399 is inapplicable is clear from the fact that document on its face applies only to Mail Processing operations. The very Regional Instruction (Filing No. 399), dated February 16, 1979, implementing the November 15, 1978, primary craft designations states that its subject is "Mail Processing Work Assignment Guidelines" and the designated "action office" is "Regional Mail Processing" (Emphasis added in original).

The fact that RI-399 does not apply to this dispute does not mean that there is no rule to apply. The initial award after postal reorganization in 1970 was that of Sylvester Garrett on April 2, 1975. ("West Coast Award"). In craft disputes not governed by RI-399, the West Coast decision is still the law. Garrett's influence is still profoundly felt in this industry. In ruling for the Mail Handlers in a 1977 APWU-Mail Handler dispute over the transfer of a mail handler assignment to the clerk craft, Arbitrator Garrett stated that a "a 'status quo' rule [was] laid down in the West Coast decision." In the August 1, 1994, Oakton/Vienna case, joint arbitrators Richard Mittenthal and Nicholas Zumas held that the West Coast award was the "governing principle" in the dispute between the NALC and the Rural Letter Carriers Association over whether the urbanization of those communities had transformed rural routes into city delivery routes. Thereafter, on September 29, 1994, the same principles caused Mittenthal to deny the APWU's special delivery craft's claim of special delivery positions in Arlington, TX, where no special delivery messengers had ever been employed.

That distribution is the work of the clerk craft is beyond dispute. Indeed, the Postal Service and Mail Handlers admit as much, but insist that spreading is not distribution. If it is distribution, the grievance must be granted. The physical act of spreading is identical whether it is done with or without scheme knowledge. In this respect, the comparison with single piece distribution with and without scheme knowledge is precisely on point. Just as the work of non-scheme distribution continued as clerk work, so the non-scheme distribution of spreading mail to carrier cases continues to be distribution. What the Postal Service has attempted to do, with sophistry and hubris, is define away the issue by arguing that non-scheme spreading is not distribution. The arbitral precedents utterly demolish this reasoning.

Article 19 incorporates all handbooks, manuals and regulations of the Postal Service which relate to wages, hours and working conditions" into the National Agreement. No doubt this is why the internal committee which developed RI-399 was directed, among other things, "to consult various handbooks issued by the Service containing ... personnel practices" Several such handbooks and manuals define distribution in Customer Services operations as including spreading:

Appendix A, page 18, of the F-2 Handbook defines LDC 43 Distribution as follows:

All nonsupervisory hours used in the distribution at stations & branches of preferential and bulk business letters, flats, IPPs and parcel post to carrier routes (including distribution of missorts) and all distribution at non-MOD offices. Also includes hours used in the distribution of presort bundles and sacks and spreading of mail to carrier routes as well as any distribution of box mail made in conjunction with the distribution of mail to carrier routes. Excludes the distribution of post office box mail as defined in LDC 44 (emphasis added).

Handbook M-32 defines distribution at stations and branches (Operation 240C) in similar terms:

All distribution of mail to carrier routes performed at stations and branches. Includes the distribution of missents, presort bundles and sacks, spreading of mail to carrier routes, and any distribution of box mail made in conjunction with the distribution of mail to carrier routes. Does not include the distribution of box mail as defined in operation 769. It is recommended that a separate operation number be assigned to each station or branch.(emphasis added)

Alternatively, RI-399 itself makes the clerk craft the primary craft for spreading the mail. Thus, if the Arbitrator finds that RI-399 applies here, the APWU still must prevail. Operations 240-339, entitled "Distribution at Stations and Branches," lists only one function and assigns it to the clerk craft. There is no mention whatsoever of "allied functions" comparable to those found in other RI-399 operations. If one looks at what RI-399 says rather than what the Postal Service and Mail Handlers want it to say, the outcome is clear: distribution at stations and branches belongs to the clerk craft; distribution falls under LDC 43, and LDC 43 defines spreading as distribution. So does the M-32 Handbook. As noted, the 1987 MOU prohibited unilateral changes in RI-399. This is precisely what the Postal service has done in adding "transportation" to Operations 240-399, redefining spreading as transportation and not distribution, and changing the primary craft from clerk to mail handler.

Spreading is a Customer Services activity which is defined as distribution in the relevant regulations and, because it is distribution, it is assigned to the clerk craft by historical practice and specifically in Operation 240-339 in RI-399. For these reasons and those appearing from the examination of the record and arguments made at the hearings, the Arbitrator should find that spreading the mail is distribution and therefore the primary craft for spreading duty assignments is the clerk craft.

The USPS

Spreading work is comparable to other work that undisputedly belongs to the mail handler craft and bears no similarity to work designated as clerk craft work. APWU makes little or no attempt to assert that the work tasks involved with spreading are comparable to any of the functions to which the clerks are the primary craft. Rather, the APWU's entire case consists of a definitional construct built upon a weaving of references in handbooks and manuals, which themselves are not pertinent to craft jurisdictional issues. While the APWU seeks to characterize spreading as distribution, its argument for doing so is based on its own interpretation of handbook and manual provisions. The APWU makes little or no effort to argue that the content of spreading work is at all similar to the work involved in distribution.

Mail handlers are principally responsible for moving or transporting mail from place to place within postal facilities. Indeed, the "APWU does not dispute [that] RI-399 provides that the Mail Handlers are the primary craft for the movement of mail and equipment from point A to point B (transporting)." The simple fact that the APWU fails to acknowledge or appreciate is that the work of spreading mail is quite accurately described as "the movement of mail from point A to point B."

R. I. 399 on its face supports the Postal Service designation of the mail handler craft as the primary craft to perform the work of spreading the mail to carrier cases. Testimony from Nicholas Barranca and Jim Bratcher establishes that the purpose of the sentence from the functions column in Operations 240-339 was to make clear that the principles and craft designations found in R. I. 399 were to be applied broadly to work performed in stations and branches throughout the Postal Service. Since that sentence operates to apply the principles and craft assignments found throughout R. I. 399 to similar work performed at stations and branches, then the designation of the mail handlers as the primary craft for spreading mail plainly is correct.

Even if R. I. 399 were deemed not to directly apply to this dispute, however, the designation of the mail handlers as the primary craft to perform the spreading work was still correct. This is because even applying traditional jurisdictional criteria used in the Postal Service to this dispute the result is still that the work belongs to the mail handlers as the primary craft.

In summary, the APWU has delved into technical postal manuals that create a management record-keeping system that serves as a tool for management to track work hours to provide information to help management run the business. The handbooks expressly forswear any intent to be cognizant of craft lines. The APWU's fundamental point, that spreading hours are counted under an LDC entitled "Distribution," is rendered meaningless by the fact that the same handbook upon which the APWU relies makes it clear mail handler hours are expected in LDC 43. Accordingly, these handbooks are not relevant to determinations of craft jurisdiction, but even if considered, lend no support to the APWU's claims. APWU's argument is like trying to apply the rules of football to a basketball game. While both sports may involve "field goals," "turnovers," "offense" and "defense," the rules of one are of no real value in interpreting the rules of the other.

The issue before the Arbitrator, unlike the APWU's hypothetical scenario, postulates that the mail has been previously grouped and marked by carrier route number. As such, the distribution of the mail has been completed and the spreading function is performed as a separate task. There is nothing about the performance of the work defined in the Issue Statement that has any remote resemblance to an operation requiring scheme knowledge. The APWU's grievance should be denied.

The NPMHU

Because the APWU is challenging as improper a primary craft assignment made by the Postal Service, the burden falls on the APWU to produce "affirmative evidence" demonstrating that the Postal Service's decision was erroneous. If the APWU fails to meet its "heavy burden" in this case, then the Postal Service's decision to assign mail handlers as the primary craft for spreading the mail must be upheld.

Notwithstanding the complex record that has been developed in this case, the question whether the Postal Service properly assigned mail handlers as the primary craft for spreading mail to letter carrier cases based on pre-identified and pre-marked carrier route numbers is relatively simple. Because RI-399 provides that mail handlers are the primary craft for the movement and transportation of mail within postal facilities, and the spreading of mail is the movement or transportation of mail from one place inside a postal facility (e.g., a platform, a staging area, a pie rack collecting mail from a piece of automation, a distribution case) to another place in the postal facility (i.e., the letter carrier case), mail handlers must be the primary craft assigned to such work, at least when they are available in the facility or there are four or more continuous hours of mail handler work in the facility.

Such an assignment is fully consistent with the common and longstanding practice of the Postal Service to assign mail handlers to spread the mail, and with the terms of RI-399 itself, which provides under Operations 240-339 that work at stations and branches should be assigned to a primary craft in accordance with the assignment of similar work under the remainder of RI-399. The assignment of spreading to mail handlers as the primary craft also is fully consistent with the criteria included in the Memorandum of Understanding that established the Committee on Jurisdiction in 1975, which formed the basis for the development of RI-399 and for the Gamser Award. In addition to the nature of the duties and the efficient and effective utilization of employees, these criteria direct the Postal Service to consider "existing work assignment practices," "manpower costs," and the "contractual and legal obligations and requirements of the parties."

In response to this overwhelming case in support of the Postal Service's jurisdictional determination concerning the spreading of mail, the APWU relies on a simplistic, and ultimately unpersuasive, syllogism -- namely, that clerks are the primary craft for performing all distribution (except, as the clerks acknowledge, "manual distribution of parcel post" under Operation 100 of RI-399), that spreading the mail is distribution, and therefore that spreading of mail must be clerk work. This syllogism fails, however, essentially because one of its premises -- that spreading the mail is distribution -- is patently false

On many occasions, the APWU has conceded that mail handlers are the primary craft responsible for spreading mail to letter carrier cases, and its current efforts to reverse that position should be rejected. The APWU has not meet its burden of demonstrating that the Postal Service has erred; nor has the APWU proved that spreading of mail to letter carrier cases is the distribution of mail. The APWU's reliance on a series of handbooks and manuals dealing with financial management and record keeping are unpersuasive, and the APWU cannot justify its attempt to draw distinctions between mail processing and customer service operations when the task of spreading the mail is the same in both locations.

Based on the application of all of these factors, the Postal Service clearly was correct in deciding that mail handlers should be the primary craft for spreading the mail. For these reasons, the APWU's grievance should be denied, and the Arbitrator should conclude that the Postal Service acted properly when it determined that the mail handler craft is the primary craft for spreading mail.

OPINION OF THE IMPARTIAL ARBITRATOR

1. The Stipulated Issue

An accurate and informed arbitral determination of any dispute over jurisdiction of work requires description and definition of the work at issue with as much precision and specificity as possible. In this particular case, the Parties have obviated that often difficult task by a painstakingly negotiated tripartite submission to arbitration. Thus, as the term is used in this case, “spreading the mail”, means the regularly scheduled assignment of taking to carrier cases (“putting on the ledge...or stacking close to or under individual letter carrier cases”) located in delivery units (“attached to a large postal facility...or in a remote area or...in a customer service operation”) mail (“including but not limited to sacks, trays, flat buckets, and bundles”) which previously has been marked and identified by carrier route numbers. See Joint. Exh. 4 and Tr.I at 70-76 and 127. In that connection, it is important to emphasize at the outset the limited scope of the question presented for determination in these proceedings by joint stipulation of the Parties.

In general terms, “spreading of the mail” is the taking of mail from one location in a postal facility to another. For purposes of this arbitration, the sometimes amorphous term “spreading the mail” has been more sharply defined as the work of taking to carrier cases mail which previously has been identified and marked by carrier route numbers; usually occurring as one of the last steps in the mail processing stream, immediately before casing and delivery by the carrier, and sometime after the mail has been identified by and marked with a carrier route number; either as mail “presorted” by a customer or after being so marked and identified by a manual, mechanized or automated operation typically performed by a clerk craft employee. (Tr.I at 70, 77; Tr.II at 78, 88,

184-85). Depending on the particular facility, this pre-marked mail may be taken from a loading or unloading dock; from a staging area; from a pie rack, cage, or other container that has been filled at the end of a piece of mechanized or automated machinery; or from a tray or other container filled with mail removed from pigeonholes at a distribution case.

In all of these situations, the mail is then relocated to letter carrier cases for further preparation or casing by the carrier for delivery on his or her route. It is emphasized in the question presented that the mail being moved "has been previously identified and marked by carrier route numbers," (Jt. Exh. 4). Thus, the employee performing the spreading has only to read and match a carrier route number (*e.g.*, 1,2,3, 4, etc.) on a label, flag, placard, slide tag, or similar notation with the corresponding number on the appropriate carrier case, typically set up and marked in numerical order, to which the pre-marked mail is to be taken.

As I reminded Counsel several times throughout the arbitration hearings, the Parties have presented me with a narrow question for determination. See, e.g., Tr.I at 72, 123-24, 127; Tr.II at 102 ("[T]hat is the limited and sole and only issue that I will be deciding in this case"); Tr.IV at 31 ([Arbitrator has not been asked] "to ... decide anything in this case other than a rather narrow specifically-described issue submitted to me in Joint Exhibit 4"). Therefore, in judging the designation of Mail Handlers as RI-399 primary craft for assignment of the work of "spreading the mail", as specifically described and defined in the issue submitted, it is neither necessary nor appropriate (particularly in light of other matters now pending before me in National Jurisdictional Arbitration) that I express or imply any opinions about a precise definition of "distribution", work activity involving "scheme knowledge", or the controversial concept of "non-scheme distribution".

II. Applicability of R I-399 to "Spreading the Mail"

At the threshold, APWU objects to application of RI-399 and urges me to function as an “ad hoc” arbitrator; taking the boldly creative stand that this case is not governed by and should not be decided by application of the provisions of RI-399. On procedural/jurisdictional grounds, APWU urges the inapplicability of RI-399 because the original grievance filed by the Postal Workers in 1988 “did not arise under the tripartite RI-399 procedures.” Although interesting as history, this assertion is a *non sequitur* with respect to the governing application of RI-399 in the dispute before me for arbitration.

Following creation of the tripartite RI-399 DRP in 1992, all three Parties agreed to refer escalating but bottle-necked disputes over “spreading the mail” to final and binding arbitration by the National Jurisdictional Arbitrator they had jointly appointed pursuant to the RI-399 DRP. Further, it is noted that the Postal Service action being grieved by APWU is an exercise of authority claimed under RI-399. Indeed, the original grievance filed by APWU in 1988 specifically cited and relied upon, *inter alia*, RI-399. Finally, the precisely stipulated issue submitted to me by all three Parties for arbitration on May 29, 1997 questions the propriety of the Postal Service assignment of the Mail Handler craft as the RI-399 “primary craft” to spread the mail to carrier cases. It is plain that jurisdiction and authority have been properly vested in me to hear and decide the present case under the RI-399 DRP by application of the terms of RI-399.

APWU also objects to application of RI-399 on the substantive ground that “RI-399, applies only to Mail Processing activities and has no application to this spreading activity [which] takes place only in Customer Services operations.” From that premise, APWU argues that I should refuse to apply the RI-399 guidelines to this case and look for my decisional standards elsewhere, *i.e.*, in manuals and handbooks, custom, history and practice and arbitration precedent. While none of those

traditional sources of arbitral reference and guidance may reasonably be disregarded in work jurisdiction disputes, the APWU has not persuasively demonstrated that RI-399 is applicable only to Mail Processing activities and has no application to mail spreading activity taking place in Customer Services operations.

The very language of RI-399 itself under Operations 240-339, illuminated by credible, probative and essentially unrefuted testimony about the genesis and evolution of that language, from individuals who bargained it, persuasively demonstrates the joint intent of the Parties that RI-399 primary craft designations are applicable not only to Mail Processing facilities but also to stations and branches, *i.e.*, “[t]he designation of a primary craft can be applied to a detached unit that performs or supports a mail processing operation”. This record evidence firmly supports the conclusion that the mutually communicated, understood and agreed purpose of that “curious sentence” appearing in RI-399 under Operations 240-339, is to apply the RI-399 concepts and principles “to work throughout all stations and branches.” Tr.II at 75-76. See also Tr.II at 137-40.

That mutually understood meaning of the above-quoted language from RI-399 Operations 240-339, which APWU urges me to disregard as a mere curiosity, is established beyond cavil by the documentary evolution of the RI-399 language regarding Operations 240-339, as buttressed by the testimony of USPS negotiator Nicholas Barranca and NPMHU negotiator James Batcher. In that connection, the different drafts in the RI-399 development process leading to the final version for Operations 240-339 are fully consistent with the testimony of James Bratcher and Nicholas Barranca. The first 1977 draft of RI-399 (NPMHU Exh. 20 and APWU Exh. 45), would have assigned clerks as the primary craft for all work, including “allied labor”, at stations and branches. The interim draft distributed in April 1978 (APWU Exh. 46) assigned no primary craft but contained the initial version

of the "Note", assigning work at stations and branches by reference to the remainder of RI-399 (apparently in response to the objections raised by the NPMHU representative James Bratcher to the September 14, 1977 draft version). The final February 16, 1979 version of RI-399 (APWU Exh. 14), an obvious compromise between the 1977 and 1978 versions, assigns clerks as the primary craft for the distribution of mail in Operations 240-339 (apparently in response to objections raised by APWU representative James Wolfe to the April 14, 1978 draft version), while still retaining the cryptic qualifying words of the "Note":-- *i.e.*, "The designation of a primary craft can be applied to a detached unit which performs or supports a mail processing operation".

USPS witness Barranca explained the reasoning for that compromise language in Operations 240-339, as follows (Emphasis added):

[For] "distribution that took place at stations and branches, . . . [the Postal Service] wanted to make the assignment consistent with the assignments that were made for the distribution activity in the plants. And we also recognized that there are other supporting activities that took place in stations and branches, . . . and we wanted to identify that craft assignments could be made for those supporting activities, as well at stations and branches, as were made at the plant." Tr.II at 70-71. Now, the activity that took place at stations and branches was basically . . . a microcosm . . . of all of the activities that took place in the plant...So, one of the ways that we considered identifying all of the support activities that took place at stations and branches was to go through this document [i.e., RI-399] and identify every potential support activity and make a craft designation, whether it's unloading trucks, operating forklifts, hanging sacks, inserting labels. And the alternative that we opted for instead of replicating the entire document basically within 240 to 339 was to reference the fact that there could be a designation of primary craft assignments for support activities at stations and branches. . . . So, what we did was just say, we recognize support activities take place at stations and branches. We're not going to repeat the whole document within 240 to 339. But we're going to refer the reader back to those to make the proper assignment. Tr.II at 73-74.

For his part, NPMHU witness Bratcher described his role in the development of the language in Operations 240-339, as follows (Emphasis added):

The change in the language [in Operations 240-339 from the original draft of RI-399 to the February 16, 1979 issuance of RI-399] allowed . . . that the work in the stations would still be governed by the initial designations of [RI-]399. . . . The work of what we

call spreading the mail, the basic mail handler functions, would always be mail handlers work, but could be done by other crafts if the time was not there in order to establish the position. Tr.III at 163. . . . **It was our position at that time that mail handler work under the basic operations of the Postal Service was the same at stations and branches and small post offices as it was in the major post offices.** Tr.III at 177.

Finally, Barranca testified that these evolutionary changes in the language of Operations 240-399 and the above expressed rationale for making those changes were discussed fully with APWU representative Wolfe as that language was developed and finalized.

The foregoing testimony of the Postal Service and NPMHU witnesses remained consistent and unwavering under rigorous cross-examination. Except for *ad hominum* attacks upon the credibility of these Postal Service and NPMHU negotiator/witnesses and bare assertions by individuals who were not privy to those negotiations, the probative evidence of the bargaining history of the language in RI-399 Operations 240-399 remains effectively unrefuted by APWU on the record before me. Based upon all of the foregoing, I find that the primary craft concepts and principles set forth in RI-399 are applicable to the work of "spreading the mail" in stations and branches. Thus RI-399 governs disposition of the instant dispute over the assignment of a primary craft for the function of spreading the mail to letter carrier cases (i.e., the taking of mail, including but not limited to sacks, trays, flat buckets, and bundles, to carrier cases), when such mail has been previously identified and marked by carrier route numbers.

III. Burden of Persuasion

It is not open to reasonable debate that the Party contesting a primary craft designation under RI-399 bears the overall burden of persuasion, by a preponderance of record evidence, that the Postal Service failed, in the words of the Arbitrator Gamser in the seminal case upholding the validity of RI-399, "to abide by the [six] guidelines provided in the [1975] Memorandum [establishing the Committee on Jurisdiction] or otherwise." Gamser Award, p. 16.

IV. The Designation of Mail Handlers as Primary Craft for Spreading the Mail

Once again, I reiterate the narrow parameters of the question submitted for determination in this case. As reflected in the Issue Statement and in testimony, "spreading the mail" is the taking of containers of mail to letter carrier cases when those containers are marked with a carrier route identifier. See Jt. 4; Tr. 77 (7-23-97); Tr. 184 (7-23-97). The mail which is spread already has been grouped or distributed to the individual carrier route and marked with a number corresponding to a number on the carrier cases. Thus, all that is required of the employee spreading that mail is to match the numbers and transport that mail to the appropriate carrier case. Whether the mail is waiting in a staging area at the delivery unit, or has just been unloaded from a truck at a station or branch, the pre-identified and marked mail to be spread needs to be moved from where it is located to the appropriate letter carrier case.

The general parameters for describing the types of Postal Service work performed by clerks and the types of Postal Service work performed by mail handlers are well-established. Thus, it cannot be gainsaid that the transporting the mail ("movement of mail from Point A to Point B") is a function primarily assigned to and performed by the mail handler craft. Nor does anything in this

record call into question the countervailing truism that the functional duties and responsibilities of clerks primarily are described in terms of performing different types of “distributions.”

The custom, practice and tradition of mail transportation by mail handlers and mail distribution by clerks, reflected in statutory position descriptions [Title 39, former United States Code, Sections 3514(d) and 39 U.S.C. § 3515] and current position descriptions (USPS Exh. 3 and 4-6), permeates the primary craft designations set forth in RI-399. Duly noted are the so-called “asterisk” function qualifications and the other qualifying language in RI-399 that where a function is “an integral part of the distribution function, the entire operation is a function of the primary craft performing the distribution.” [The “asterisk” requirements that the function can be “efficiently separated” and that there be “four (4) or more hours of continuous work consisting of one or more work functions in one or more operations designated to the same primary craft” are applicable to “spreading the mail”. But the “integral to distribution” qualification is inapplicable in this case because, for reasons explained *infra*, “spreading the mail”, as defined in the Issue Statement, *supra*, is neither distribution of mail nor is it “an integral part of the distribution function”; rather it is transportation of mail].

“Spreading the mail” is not expressly listed or defined in RI-399 but transportation functions primarily assigned to mail handlers are closely aligned with if not identical to the task of “spreading the mail”, as that quoted term is defined in the Issue Statement, *supra*. In particular, the tasks of “obtaining mail from staging area[s]” and “loading ledges,” both of which appear throughout RI-399 as designated to the mail handler craft, accurately describe the spreading function. By contrast, the “spreading is distribution” mantra so frequently and vehemently intoned by APWU throughout this proceeding turns out to be a bare assertion unsupported in this record by history, custom, practice,

arbitral precedent, manuals and handbooks or RI-399 itself. To the contrary, each of the evidentiary bases typically used to resolve jurisdictional disputes among and between Postal Service unions, especially and specifically including RI-399 and the six (6) guidelines which underpin RI-399, support the appropriateness of the Postal Service assignment of mail handlers as the primary craft to perform the function of spreading the mail to carrier cases.

There is no viable basis for concluding that the location in which such spreading of mail to carrier cases occurs should be determinative of the primary craft to be assigned to that spreading. Indeed, as described in detail, *supra*, the history of RI-399 in the developmental period 1977-1979 plainly shows that with the inclusion of the "curious sentence" in RI-399 Operations 240-339 the Parties agreed that work at stations and branches, other than the distribution that was assigned to the clerk craft, should be assigned in accordance with the requirements established under the remainder of RI-399 for mail processing operations. For purposes of convenience, the Parties did not set out in RI-399 every function that could be performed in customer service operations under Operations 240-399. Rather, the last sentence appearing under Operations 240-339 was intended to incorporate the jurisdictional assignments set forth in the balance of RI-399, and apply those assignments to stations and branches seen as a "microcosm" of a large mail processing operation.

The elaborate semantic construct fashioned by APWU to support the assertion that "spreading is distribution" is based primarily upon selected quotations taken out of context from USPS financial handbook implementing guidelines for the National Workhour Reporting System (NWRS). When subjected to close scrutiny, however, that theory falls of its own weight. The cited financial management references contain an express disclaimer of such usage. Thus, the F-2 Handbook (APWU 20, section 112) expressly provides:

Considering that the same employee can be used in the performance of different activities, this categorization of labor by function no longer identifies the employee with the craft, but accounts solely for the number of hours worked in the performance of each function.

This provision is a clear statement that the F-2 Handbook cannot be relied upon to support the kinds of jurisdictional arguments being advanced by the APWU in this case. See also "categorizing labor by function no longer identifies the employee with the craft," USPS Exh. 29 at 122; "LDCs and NWRS reports by function where hours are worked, not who performs that work," id. § 311.13] (Emphasis added).

Further the APWU's contention fails even on its own terms, by misinterpreting the portion of the F-2 Handbook that it cites in support of its contention that spreading is distribution because it is listed under LDC 43. Simply put, LDC 43 is not limited to work performed by the clerk craft, but rather expressly includes work by employees in the mail handler craft. In the pages following Section 314.3 of the F-2 Handbook, there appears a listing of the "Designation Activity Codes" for those categories of postal employees that properly may be tracked or listed under each LDC. On page 3 of that listing, under LDC 43, the following Designation Codes are included: 11-0, 12-0, 31-0, 32-0, 41-0, 42-0, 61-0, and 62-0. It is undisputed that Designation Codes 12-0, 32-0, 42-0, and 62-0 are codes reserved exclusively for employees in the mail handler craft. Tr.III at 32-36, 40-43. See USPS Exh. 29 § 323.41 (second page); USPS Exh. 30 at 191 (F-22 Handbook); USPS Exh. 33 (excerpt from F-21 Manual). In addition, in a related manual entitled "Function Four Review Process," USPS Exh. 32, there are numerous references to work, performed under LDC 43, that is indisputably work of the mail handler craft, including the spreading of mail. See also USPS Exh. 32 at 60 (listing LDC 43, together with a column for "Total Clk/Mh," confirming that work of both

crafts is recorded under that Labor Distribution Code).

Notwithstanding the fact that LDC 43 is entitled "Unit Distribution," work performed by mail handlers is properly assigned to that Labor Distribution Code, Tr.III at 43, and the APWU's reliance on the F-2 Handbook to assist in the determination of appropriate craft jurisdiction is entirely misplaced. Similarly, although the M-32 Handbook lists the "spreading of mail to carrier cases" under Operations 240-339, which is listed under the heading "Distribution at Stations and Branches," that single paragraph simply does not support the proposition that all work listed, tracked, or otherwise categorized by the Postal Service under Operations 240-339 for purposes of the NWRS is distribution. To the contrary, Nina Strait testified without effective contradiction that all work performed at stations and branches, whether distribution or not distribution, must be listed for financial and hours management purposes as coming under Operations 240-339. See Tr.III at 63-64. In addition, the Function Four Review Process Guidelines Booklet lists "allied distribution" that falls under LDC 43. USPS 32, at 62. All of the items listed are typical mail handler duties, including "spread Carrier mail". It is significant to note that "spread Carrier mail" is under the "Allied Distribution" category, which indicates that it is not itself distribution. USPS 32, at 25, 27. These sections make it clear that spreading is not distribution, even though the spreading hours are to be reported under LDC 43.

CONCLUSION

In summary, the Postal Service's decision to assign mail handlers as the primary craft for the spreading of mail to letter carrier cases is fully consistent with RI-399, *per se*. If it were necessary to go beyond the confines of RI-399 to resolve such a jurisdictional dispute under the RI-399 DRP,

logic and the mutual intent of the Parties support a conclusion that the appropriate principal jurisdictional standards to consider would be the six (6) criteria agreed upon by the Parties in the 1975 MOU establishing the Committee on Jurisdiction [It is noted that those six (6) criteria, used by the parties to develop RI-399, continue to be found in the collective bargaining agreements between the USPS and both APWU and NPMHU as the criteria for determining whether or not a new position was assigned to the appropriate craft]:

1. existing work assignment practices;
2. manpower costs;
3. avoidance of duplication of effort and "make work" assignments;
4. effective utilization of manpower, including the Postal Service's need to assign employees across craft lines on a temporary basis;
5. the integral nature of all duties which comprise a normal duty assignment;
6. the contractual and legal obligations and requirements of the parties.

The assignment of the mail handlers as primary craft for spreading the mail is supported not only by RI-399, *per se*, but also by those six (6) criteria underpinning RI-399. Claims and assertions to the contrary by APWU are not supported by probative evidence in the record before me. Accordingly, I find and hold that the Postal Service properly assigned the mail handler craft as the primary craft to spread mail to letter carrier cases when such mail has been previously identified and marked by carrier route numbers.

AWARD OF THE IMPARTIAL ARBITRATOR

The Postal Service properly assigned the mail handler craft as the primary craft to spread mail to letter carrier cases when such mail has been previously identified and marked by carrier route numbers.

Dana Edward Eischen
Signed at Spencer, New York on April 24, 1998

STATE OF NEW YORK }
COUNTY OF TOMPKINS } SS:

On this _____ day of _____, 19____, I, DANA E. EISCHEN, affirm and certify, upon my oath as Arbitrator, that I am the individual described herein, that I executed the foregoing instrument as my Award in this matter and acknowledge that I executed the same.