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October 23, 1973

Mr. Francis S. Filbey, President
American Postal Workers Union
817 Fourteenth Street, N. W.
Washington, D. C. 20005

JAMES P. WILLIAMS, COORDINATOR
Central Region
AMERICAN POSTAL WORKERS UNION, AFL-CIO
330 South Wells Street, Rm. 1402
Chicago, Illinois 60606

Dear Stu:

Arbitrator Howard Ganser has issued his opinion and award in the "Centralized Markup" case. As you will recall, this was a contract interpretation case submitted at the national level. I am very pleased to inform you that the Arbitrator decided the case in our favor and held that the Postal Service did not violate the contract when it created the new position of "Distribution, Window, and Markup Clerk" and assigned such position to the Clerk Craft. A copy of the opinion and award is enclosed.

There were essentially two questions presented to the Arbitrator: First, Did the Postal Service actually create a new position when it revised the method for marking undeliverable mail? And, second, If it did, did it properly assign the new position to the Clerk Craft? In his opinion the Arbitrator analyzed the facts and answered both questions in the affirmative.

I have previously submitted to you our brief to the Arbitrator. I was pleased to note that with regard to the second question referred to above the Arbitrator relied heavily on the argument we made drawing the analogy between the U.S.P.S.'s assignment of the position to the appropriate craft and the

Mr. Francis S. Filbey

October 23, 1973

NLRB's function of determining bargaining units.

I am sending a copy of this letter and the decision to the officers noted below.

The Arbitrator's bill is also enclosed.

Sincerely yours,

Daniel B. Jordan

DBJ/pip
Enclosures

cc: Mr. Phil Dooley
Mr. Emmet Andrews
Mr. James Wolfe

IN THE MATTER OF THE)
THE NATIONAL ASSOCIATION OF LETTER CARRIERS)

-and-)

UNITED STATES POSTAL SERVICE)

-and-)

AMERICAN POSTAL WORKERS UNION)

OPINION AND AWARD

(USPS No. N-NAT-3061)

Appearances:

For The National Association of Letter Carriers

Ratner & Driesen, Esquires by Bernard Reiss, Esquire
Cohen, Weiss & Simon, Esquires by Bruce H. Simon,
Esquire of counsel

For the United States Postal Service

J. L. Butler, Esquire
Cecil Marr, Esquire

For the American Postal Workers Union

McLellan, Thatcher, Murtha, Cafferty, Powers &
Jordan, Esquires by Daniel B. Jordan, Esquire

Background:

By letter dated February 22, 1973, L. B. Farrell, Assistant Postmaster General, wrote to Mr. James H. Rademacher, President of the NALC regarding the proposed Centralized Markup System, with which the USPS had been experimenting in sixteen offices nationwide and about which previous discussions were held with officials of the various labor organizations. In this letter, Mr. Farrell indicated that the USPS had decided to create the job of "Distribution, Window, and Markup Clerk" under the terms of Section 5 of Article I of the National Agreement and place the proposed job in the clerk craft. Mr. Farrell indicated further that he recognized that the decision to implement the program as previously

described and to designate the clerk craft as the one in which the new job would be placed was not satisfactory to the NALC. However, the USPS announced that nevertheless it was going to proceed with the implementation of the program and the creation of the job in the craft designated as announced.

On February 26, 1973, Mr. Rademacher wrote to Mr. Farrell regarding the letter described above. He indicated that the NALC regarded the decisions announced to be violative of several provisions of the Agreement. For that reason, Mr. Rademacher stated that he has initiating dispute settlement proceedings under Article XV, Section 2, of the National Agreement. He requested that the case be arbitrated immediately.

Subsequent to the receipt of the letter requesting arbitration, the USPS again wrote to Mr. Rademacher and suggested that a Step 4 meeting be held on this issue. That meeting was held on March 16, 1973, and it appears that a complete discussion of the matter in issue did not successfully resolve the grievance. On March 26, 1973, in a letter to Mr. Joseph Vacca of the NALC, the USPS indicated that it believed its proposed implementation of the Centralized Markup System was not in violation of any obligation assumed by the USPS under the National Agreement. After that exchange of correspondence, arrangements were made to bring the question to arbitration.

Under Article XV, Section 3, of the National Agreement, The American Postal Workers Union sought to intervene in the arbitration

proceeding, The fifth full paragraph of that Section reads as follows:

"In any arbitration proceeding in which a Union feels that its interests may be affected, it shall be entitled to intervene and participate in such arbitration proceeding, but it shall be required to share the cost of such arbitration with any or all other Union parties to such proceeding."

The American Postal Workers Union was granted the right to intervene and full status as a party to the proceeding. The APWU did participate fully along with the NALC and the USPS in presenting testimony, other evidence and argument in support of their respective contentions.

The National Rural Letter Carriers Association appeared specially in this proceeding and indicated that they only desired "observer" status until and unless some pending grievance which they had with the USPS regarding the implementation of the Centralized Markup System was affected by the contentions raised or proofs offered in this proceeding. The NRLC spokesman contended that it has made some claims under Article V and VII of the National Agreement concerning the new Centralized Markup System proposal. According to the NRLC, that claim should be regarded as separate and distinct from the issues raised by the NALC herein. Thereafter, the NRLC did not participate further except to observe the arbitration proceeding.

The Issue:

As defined by the NALC, the issue is whether the USPS in assigning to the clerk craft certain work is assigning [recognized

letter carrier craft bargaining unit work] in violation of the Recognition Clause in the Agreement, Article I, and certain provisions of the Seniority portion of the Agreement, Article XII. The NALC also made reference to certain other Articles which were alleged to provide that bargaining unit work must be preserved and followed in making assignments.

The NALC also asserted that, if contrary to its contentions regarding the improper work assignment outlined above, the USPS has created a new position, as it is permitted to do under the terms of Article I, Section 5, then and in that event, the new position should have been assigned to the members of the letter carrier craft and not to the clerks, the Letter Carriers being the more appropriate craft to be assigned the work.

Both the USPS and the APWU conceded that the issue presented in this arbitration was the right of the USPS to create a new position of "Distribution Window and Markup Clerk," as contemplated by Section 5 of Article I, and then the subsequent right of the USPS to make the assignment of the work involved and performed by the employees in the new position part of the clerks' craft.

Contentions of the Parties:

The NALC's initial contention is that the "work" that the USPS proposes to have performed by the "Distribution, Window, and Markup Clerk" is still recognizably work previously performed by Carriers, and as such the carrier craft should be permitted to follow their bargaining unit work. The NALC

contended that all the parties to the National Agreement understood and agreed that union recognition, contained in Article I, connotes recognition of acknowledged craft functional jurisdiction. The NALC argued that Article I, Section 5, did not permit the creation of a new position when the work to be performed remained essentially the same as the work previously performed by one craft. In the view of the NALC, a new position could be created when a job was designed to perform a function not previously performed. Then the new position could be created because no craft could lay claim to it as part of its recognized functional jurisdiction, and the USPS could then decide to what craft the most appropriate assignment of the newly-created position could be made.

The NALC asserted that the work involved was demonstrably recognized bargaining unit work previously performed by Carriers. The USPS could not be permitted to separate a part of that work, change the techniques used in performing the separated work, and then label it as work belonging to another craft.

The NALC argued that the Agreement protected job content for each craft and prohibited the unilateral transfer of such work outside the bargaining unit for which that craft was recognized. Either the recognition clause or language in the seniority clause could be used to reach the same conclusion. The NALC contended that Section 2 of Article VII of the Agreement indicated that recognized craft work lines were to be honored.

Anticipating a contention that the use of new techniques, equipment and certain skills makes the work to be performed no longer recognizably identifiable as work belonging to the carrier craft, the NALC argued that the function of the work performed remained the same and under those circumstances authorities have held that the recognized union follows and retains the work. The Union also argued in this regard that the total job to be done rather than the tools to be used defined the parameters of each crafts' jurisdiction in the Postal Service since the term "craft" is more loosely employed in the Postal Service than it is in true craft jurisdictions. Thus, the NALC contended that clerks have always done some mail distribution work, carriers have always done some clerical work, and both have done some work more appropriately perhaps assigned to mail handlers.

From an analysis of the new markup system to be employed by the Service, the NALC contended that the marking up of undeliverable mail is still a completely separate, discrete and identifiable sequence of operations which have easily identifiable counterparts in the work presently performed by carriers.

Concluding this line of argument, the NALC stated, "It therefore follows that the markup work is basically, primarily, and traditionally city letter carrier work, and that, under governing precedent, the central markup system cannot be

implemented in such a way as to excise this work from the letter carrier bargaining unit." In addition, the NALC argued that the need for flexibility in making assignments of work was not going to be met by the creation of a new position nor did the contention that the new position was slotted in based upon guidance secured from key classifications stand up under close examination. The NALC asserted that the testimony clearly showed that there were carriers available on a part-time basis to handle the new centralized markup duties that the proposed system created without sacrifice of flexibility or economy for the Postal Service.

The USPS stated at the outset that this arbitration proceeding does not involve the issue whether the Postal Service had the right to devise and install a Centralized Markup System and the efficiency of such a system contrasted with the present method of redirecting mail not deliverable as addressed.

The USPS contended that the implementation of the new centralized markup system has resulted in the creation of new positions within the Postal Service. The tasks which are to be performed by the "Distribution, Window, and Markup Clerk" have not been done prior to the implementation of the new system. The functions are admittedly not new since they all seek to achieve the redirection of mail to the addressee or back to the sender if not deliverable, but the new method of

performing the forwarding function has created new tasks for postal personnel, and requires the creation of new positions. An examination of the City Carrier's Instruction Handbook (M-41) or Postal Service Manual, Sections 158-159, which set out the tasks performed by the carrier in forwarding undelivered mail as compared with the provisions of the Supervisor's Manual for Installing Central Markup System, shows that the tasks set forth in the Supervisors' Manual do not appear in M-41 or the pertinent postal regulations.

The USPS contended that the parties did not agree in collective bargaining that the craft follows the work in the ^{fact} of substantive changes in the way duties are performed. Article I, Section 5, recognizes that changing job conditions will necessitate the creation of new positions. The USPS claimed that old work being done in a distinctly new way could create new positions to perform such work. According to the USPS, the recognition clause in the Agreement could not be used to support an assertion that the Postal Service relinquished the right to change work assignments through the innovation of new techniques and methodology requiring the creation of new positions.

The USPS pointed out that in making the assignment of the new positions to the clerk craft, the Postal Service was not removing jobs from a bargaining unit, but assigning the newly-created positions to members of a bargaining unit other than the unit formerly performing the duties associated with the new position. This was done with the support of specific

language in the Agreement permitting the Postal Service to assign new positions to "the craft unit most appropriate." In any event, the decision to create a new position to perform functions required by the innovation of a new Centralized Markup System was a good faith business decision designed to manage the enterprise more efficiently. Absent a specific provision in the Agreement to support such a move, a challenge to management's right to make such a decision could not be sustained.

The USPS also argued that the Standard Position (SP) or Key Position (KP) job descriptions which are written do not create new positions. These descriptions are written for the guidance of personnel administrators. The actual tasks to be performed by the markup personnel under the new Centralized Markup System established the need to create a new position although many of the functions to be performed could be found described in existing SPs and KPs. In determining to which craft the new position should be assigned, it was not necessary to have in existence a new SP. In fact, the final drafting of the SP, "Distribution, Window, and Markup Clerk" was made after the craft designation was determined by management.

In determining that the new markup positions to be created in the field in order to implement the Centralized Markup System were to be placed in the clerk craft, the USPS considered the tasks to be performed in the new position, consulted with

operations managers, compared the proposed job description with the SPs covering analagous positions, and then decided on the clerk craft as being most appropriate. Then the Postal Service considered the nature of the SP that would be issued for guidance to the field and decided that flexibility could be achieved by listing the markup duties with the SP which had heretofore covered the Distribution and Window Clerk.

The total handling of undeliverable mail, either under the present system or the proposed Centralized Markup System, involves much more than merely re-addressing mail that is undeliverable as addressed. It is forwarding mail and returning mail. It is various forms of notification. Although carriers and clerks have traditionally performed markup work, the clerk did handle other phases of the cycle of getting mail back in the mainstream for redelivery whereas the carrier was only concerned with the markup of his own mail. The markup or manual readdressing is but one task. The clerk does this for some mail plus all the other tasks in the mail forwarding function which will ultimately be performed under the Centralized Markup System. For these reasons, according to the Postal Service, the decision was made to designate the clerk craft as the appropriate one for the new position. The Postal Service also alleged that markup work is obviously clerical in nature and analogous to the work of other positions represented by the clerk craft.

For the reasons set forth above, the USPS argued that the correct decision was made when it was decided that the clerk craft was the appropriate one in which to place the newly-created position. The right of the Postal Service to create a new position, under the circumstances existing in this case, was also fully supported by provisions of Section 5 of Article I, according to the USPS.

The APWU also contended that the introduction of the Centralized Markup System has brought about a creation of new positions. The APWU asserted that the new method of doing the entire markup operation brings together both the former carrier and the former clerk operations, unites them and requires that they be performed in an entirely new manner, with new technology, new skills, new supervisory relations, new relations to other positions, and under new organizational patterns.

The APWU argued that the work of the new position in the Centralized Markup System will be basically clerical in nature. While the carrier did some clerical work in connection with his duties related to marking up of the mail, these duties were only incidental to the basic function of physically picking up and delivering of the mail. Members of the clerk craft, on the other hand, have as their basic function the performance of clerical duties. In addition, the community of interest of the new "Distribution, Window and Markup Clerk" is closer to that of other clerks than it is to carriers.

For the reasons set forth above, the USPS argued that the correct decision was made when it was decided that the clerk craft was the appropriate one in which to place the newly-created position. The right of the Postal Service to create a new position, under the circumstances existing in this case, was also fully supported by provisions of Section 5 of Article I, according to the USPS.

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The APWU, in passing, conceded that the USPS argument about achieving greater flexibility in assignment of staff and efficiencies in the performance of the markup function under the new System might have merit, and these objectives would be realized better by the assignment of the work to clerk craft members.

For these and other reasons advanced, the APWU supported the Postal Service's decision to create a new position to perform duties connected with the Centralized Markup System and the further decision to place the new position in the clerk craft unit.

Opinion:

The threshold question posed in this case is whether the positions which are being created in response to the functional requirements of the new Centralized Markup System are "new positions" within the meaning of Article I, Section 5, of the National Agreement.

At present, under the system primarily in effect, when mail is "undeliverable as addressed" it must be isolated from the mainstream of mail and further processed in various ways. One objective of this further processing is to locate the addressee, return his mail to the mail stream, and ultimately deliver it to him. Other activities related to such mail include insuring that mail that cannot be delivered is returned to the sender, and that those who have sent mail

undeliverable as addressed which can be delivered become aware of the address at which the mail is finally delivered, and other related tasks.

For the purpose of performing these functions, at present, for city deliveries, the carrier must segregate the undeliverable mail so that the correct address, if available, can be manually endorsed by the Carrier on it. Mail that cannot be forwarded in this manner, because the new address of the addressee is unknown, is also sorted to the throwback case and the nature of the further processing depends upon the class of mail, the instructions of the sender, the instructions of the addressee and the reason for nondeliverability. The carrier, using rubber stamps, endorses the reason for nondelivery on the piece of mail. The carrier has duties to perform of a related nature for second class mail, parcel post which he is to deliver, and provides a forwarding address for accountable mail where he can. If the mail is addressed to a box or general delivery, a clerk will handle the endorsements and keep the same records as are required for undeliverable city deliveries of the carrier. There are other related functions in connection with the processing of mail undeliverable as addressed in getting it back into the mail stream which are performed exclusively by clerks even where that mail is to be ultimately delivered as part of a city delivery.

Although it must be said that carriers have an important role to play in the handling of mail undeliverable as addressed for city delivery, and the overwhelming bulk of mail is handled for such delivery, the same tasks are also performed by clerks for a lesser amount of mail destined for box customers or general delivery. The clerks are also employed to handle other functions in the redirection of undeliverable mail, for all types of deliveries, that are not assigned to carriers.

The new Centralized Markup System proposes a radical alteration in the way that mail undeliverable as addressed will be handled. Typewriters and stencils will be used to produce forwarding labels prior to the time they are needed at the postal station. To readdress a piece of mail which must be forwarded, one of these prepared labels will be affixed to the piece. Neither a carrier nor a clerk will be required to manually readdress mail. The function of readdressing mail will be centralized in each postal station providing city deliver. This centralization, together with label printing, will create an estimate 1200 to 1800 new positions while reducing the in-office time of letter carriers and rural carriers. It is contemplated that there will be one full-time position needed to service centralized markup functions for each station of 25 to 30 routes. That number

is subject to variation depending on the nature of the area served by the station. Within each centralized unit, personnel will use new methods of keeping records of forwarding orders (including color coded card files) and carriers will no longer keep an alphabetized change of address list.

Of course, the result of this new effort and system will be to provide for the delivery or return of mail which is undeliverable as addressed, but the tasks to be performed in providing this service have been drastically transformed. New skills are going to be required of the incumbents in the new positions and new job operations only most remotely related to the physical delivery or collection of mail. A further discussion of job duties will be found below.

Except for two aspects of the markup function, the marking of accountable mail and the marking of mail for deceased persons, which will still be handled manually by carriers, the manual endorsements and much of the on-site record keeping will be handled in a two-step procedure by the label printing operator and the mail markup employee. The USPS has issued a Standard Position description, entitled "Distribution, Window, and Markup Clerk" which included these new duties as part of the revised edition of a clerk craft position description entitled "Distribution and Window Clerk."

Article I, Section 5, of the National Agreement reads:

"SECTION 5. NEW POSITIONS. Each newly created position shall be assigned by the Employer to the national craft unit

most appropriate for such position within thirty (30) days after its creation. Disputes arising out of such assignments shall be subject to the provisions of the grievance and arbitration procedure provided for herein. All Unions party to this Agreement shall be notified promptly by the Employer regarding assignments made under this provision."

The NALC argued most skillfully that this Section does not permit the creation of a new position when the employer was simply refining or consolidating functions previously performed by one craft. The Section does permit the creation, according to the NALC, of a "new position" where one is required to perform a function not previously performed by an represented group. Also the NALC concedes that a new position could be created when that position "combines functions similar to those performed by several crafts where substantial question exists as to the predominance of craft functions.

The latter example, provided by the NALC, of where a new position might be created under Section 5, of Article I, appears to describe a situation very closely akin to the one we find herein. The Employer here is combining certain duties and functions formerly handled by clerks as well as carriers. Both clerks and carriers had duties to perform in connection with the processing of city deliveries of mail undelivered as addressed. Those functions were wider in scope than the simple markup of the individual piece and the identification of forwarding information when available. The sorting, accounting, and segregating functions formerly performed by clerks as well

as the endorsing functions performed by carriers will now be handled to some extent by employees in the newly-created positions. Of course, certain of the work that the "Distribution, Window and Markup Clerk" will be doing will be identifiable as formerly accomplished by the carrier using different techniques. There will also be other work assigned to the same employee in the newly-created position that was formerly handled by members of the clerk craft in the handling of mail undeliverable as addressed. The objectives of the new Centralized Markup System are identical with those under the old system, i.e., to get such mail back into the mail stream and into the hands of the addressee or otherwise properly disposed of in accordance with pertinent statutory requirements or regulations.

The work previously performed to direct mail undeliverable as addressed appropriately into the mail stream cannot be regarded on the basis of the evidence in this record as carrier craft work exclusively. A significant portion of the total task, even in handling city delivery mail, was performed by clerks. In the handling of box mail and general delivery, the entire process including endorsements and initial direction was handled by clerks. A significant portion of the total mail handled, estimated as being as low as 5 percent to as high as 30 percent during the hearing, falls into the latter categories.

We do not have, in this case, the transfer of work entirely out of the bargaining unit to non-bargaining unit employees or to contractors. That was the situation in most of the cases cited by the NALC in support of the contention that work could not be transferred unilaterally outside the bargaining unit. In the instant case, the USPS had determined to transfer a part of work, estimate as requiring on average, 18 minutes a day, from the carrier craft to the clerk craft. It also was estimated that some eight minutes of such work per day will remain to be performed by the carrier. The clerk craft time presently required in the performance of duties connected with the handling of mail nondeliverable as addressed was not provided during the course of the hearing, but from the description of the clerks' duties in connection therewith, it must be concluded that it was not inconsiderable.

In sum, the testimony did establish that in addition to the fact that this work was not exclusively carrier craft work under the old system, it was also established that the new method of performing the tasks related to markup, and other activities required in connection with the handling of such mail, will require that employees do work that was not required before. They will use machines not employed before. They will be required to have skills not required before. The sum total product of their work will achieve a broader result. There will not only be the endorsement of new

addresses or other disposition of the piece of mail, but the record keeping and accountability for such mail will also be under the auspices of the same employees. This is not a cosmetic alteration of job duties for the purpose of having such work performed by non-bargaining unit employees. This is not identical work performed in a new way or by the use of new equipment or technology. There has been a major reorganization of the way total mail undeliverable as addressed will be handled under the Centralized Markup System. For these reasons, the creation of a new position "Distribution, Window, and Markup Clerk" commended itself to the operations people who were seeking efficiency, flexibility and greater rationality in the assignment of the tasks which will have to be performed under the new system. Nothing in the writing of the Recognition Article and Section 5, thereunder, or in the Seniority provisions of Article XII of this National Agreement appear to inhibit the Employer's right to create such new position.

The next question to be determined is whether the Employer assigned such work to the appropriate national craft when the new position of "Distribution, Window, and Markup Clerk" was assigned to the clerk craft.

The provisions of Section 5, of Article I do not provide any standards or criteria for the purpose of determining if an appropriate assignment of the work has been made. In effect,

the situation presented is a classical jurisdictional dispute between two labor organizations for the right to have employees whom they represent handle available work. Since under the postal reorganization statute, labor relations were made subject to the provisions of the National Labor Relations Act, some guidance may be found in the manner in which the NLRB has decided the appropriate unit into which certain employees are to be placed for purposes of representation under Section 9 of that Act or how the Board determines conflicting jurisdictional claims and makes awards in a Section 10 (k) proceeding.

Certainly, it cannot be said that the assignment of the work to be performed by the "Distribution, Window, and Markup Clerk" to the clerk craft is in violation of any existing certification since none has been issued by the NLRB to any of the labor organizations involved in the National Agreement. The Board has considered as relevant such factors as the skills and work involved, company and industry practice, the assignment made by the employer and the efficiency of the employer's business in deciding cases handled under Section 10(k). In representation proceedings, possible criteria relevant to the case at hand might be community of interest of the employees involved in terms of skills required, job function relations, common working conditions, lines of supervision, physical location, related job titles, etc.

Examination of the newly-created position and the job functions to be assigned to incumbents indicates most strongly that the appropriate assignment would be to the clerk craft.

The operational needs at a local level that will lead to the creation of a position to be filled by a "Distribution, Window, and Markup Clerk, PS-5" will require basically and fundamentally that such employees who fill such positions demonstrate and employ clerical skills. The work will be mostly closely allied to that presently performed by "Distribution and Window Clerk, Level 5" which is a position in the clerical craft. The multi-title of the new position shows most clearly that the work to be performed will be an addition to that presently handled by a member of the clerical craft and will include all duties presently performed by the Distribution and Window Clerk, a member of the clerk craft. It is true that such duties may include certain work that was formerly performed by carriers, but such duties only required less than one-half hour in the carrier's work day. Where such employee in the new position is to spend his entire day at a larger installation occupied with one of the tasks required for the new Centralized Markup System, it appears that such employee will be entirely occupied with a recognized clerical task such as running a label printing machine, preparing index cards, cutting stencils on typewriters, etc.

In addition, it should be noted that some of the work presently performed by carriers, the marking of accountable mail and the marking of deceased mail, will not be transferred to employees in the new position, but will continue to be performed by carriers as part of their craft duties.

As to the other criteria employed by the Board, the description of the work to be performed by the incumbents in the newly-created position, whether combined with other more traditional clerical duties or separately on a full-time basis as new work essentially clerical in nature, demonstrates that the Employer's assignment to the clerk craft of this work is not violative of any of the named criteria employed by the NLRB. Community of interest and supervision of these employees appears to be more closely related to those who perform other duties within the clerical craft. The skills required are certainly more analogous and closely related to those demonstrated by other clerks. The elements of typing, filing, running of stencilling machines, and label printing machines are directly related to clerical job descriptions used as a guide in the slotting of the new position for salary purposes.

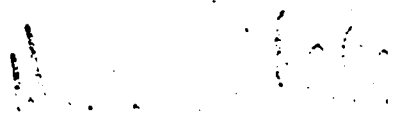
For the reasons set forth above, it must further be concluded that the USPS made an appropriate assignment when the

newly-created position of "Distribution, Window, and Markup Clerk" was assigned to the clerk craft.

For the reasons stated above, the following Award is made:

AWARD

The USPS did not violate Article I, Article XII, or other related Articles cited by the NALC of the 1971 National Agreement, in creating the new position of "Distribution, Window, and Markup Clerk" and assigning such position to the clerk craft.


Howard G. Ganser
National Arbitrator

Washington, D.C.
October 19, 1973