

BEFORE THE IMPARTIAL CHAIRMAN

In the Matter of:

NATIONAL POST OFFICE MAIL HANDLERS,
WATCHMEN, MESSENGERS AND GROUP LEADERS
DIVISION OF LABORERS' INTERNATIONAL
UNION OF NORTH-AMERICA, AFL-CIO

and

AMERICAN POSTAL WORKERS UNION, AFL-CIO

and

UNITED STATES POSTAL SERVICE

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JAN 29 1975

BRIEF OF
UNITED STATES POSTAL
SERVICE

PREFATORY STATEMENT

These three cases, consolidated for hearing, are the first ones arbitrated under the December 14, 1973, Memorandum of Understanding between the National Post Office Mail Handlers, Watchmen, Messengers and Group Leaders Division of the Laborers' International Union of North America, AFL-CIO (hereinafter Mail Handlers Union), the American Postal Workers Union, AFL-CIO (hereinafter APWU), and the United States Postal Service, calling for tri-partite arbitration of certain jurisdictional disputes.^{1/} These cases were referred to arbitration following separate Step 4 decisions issued by the Postal Service on May 31, 1974.^{2/} The consolidated hearing took place in Oakland, California, on September 9, 10 and 11, 1974, Seattle, Washington, on September 12, 1974, and Washington, D.C., on November 19, 20 and 21, 1974.

The hearings were dominated by the presentation of the Mail Handlers Union, a presentation which, we submit tended to obscure rather than highlight the true issues in this important matter. More than 90 exhibits were placed in evidence by the Mail Handlers Union; many are not at all relevant or material, and others consist

^{1/} MH Ex. 17. Exhibits will be designated MH Ex. ____; APWU Ex. ____; USPS Ex. ____; OAK-JT ____; SF-JT ____; and WA-JT _____. By agreement of the parties, the volumes of the transcript have been numbered consecutively from I through VIII. References to the transcript will be designated Vol. ____, p. ____.

^{2/} OAK-JT 25; SF-JT 12; WA-JT 31.

of entire pamphlets where only an isolated paragraph is relevant. The mass of documents was introduced, for the most part, in the course of an extensive dissertation by counsel, mixing fact and argument, rarely distinguishing between the two, between the relevant and irrelevant, or between the material and the immaterial. This technique, combined with the assertion of theories extraneous to the issues before the arbitrator, constituted a classic example of the so-called "shotgun" approach to litigation.

The frequent and extensive straying from the issues of this case was asserted by the Mail Handlers Union to be part of a general program intended to educate the Impartial Chairman concerning the operations of the Postal Service. The Postal Service believes that arbitrator, unions and management all benefit from the arbitrator's increased understanding of postal history and current operations. We submit, however, that the arbitration of a single matter is not an effective vehicle for such an extensive, yet intensive, educational program because the true issues of the particular cases have been seriously clouded.

The Postal Service is not wedded to the traditional techniques of presenting evidence; we believe, nonetheless, that an approach clearly contrary to established practice and the subject of proper objection should not be utilized by any party to the detriment of the hearing process. We do not object to the general concept of expediting the presentation of an arbitration case through offers of proof and statements of counsel. We believe, however, that it is a serious misapplication of the concept by a moving party to abuse the technique and take unfair advantage of all the hearing participants.

The technique utilized by the Mail Handlers Union in the presentation of its case compels the Postal Service to submit a brief which treats some assertions of fact and theories summarily and which ignores other alleged facts, documents, theories, and asserted issues. They appear in the record only because of the nature of the Mail Handlers Union's presentation, but they are irrelevant, immaterial, inadequately founded, and beyond the scope of this case.

NATURE OF THE DISPUTE

All three cases involve conflicting jurisdictional claims over certain work by the Mail Handlers Union and the APWU. The work, in each instance, was awarded to the APWU in the May 31, 1974, Postal Service decisions. The disputed work assignments have had a checkered history in terms of craft assignments as the result of these and predecessor cases or of the implementation of Article XLIII Section 12 of the National Agreement. The true genesis of the problem, however, is a longstanding jurisdictional dispute between the Mail Handlers Union and the APWU.^{3/} As might be expected, the Postal Service is caught in the middle of the dispute. It must, nevertheless, accomplish efficient delivery of the mail and it must assign employees to the disputed work. The Postal Service has met these obligations; obviously whichever craft receives an assignment, the other Union grieves. The Postal Service has long and seriously sought an end to the dispute, but it has been unable to satisfy both Unions and views the December 14, 1973, tri-partite agreement as a major step toward its resolution. That agreement is also tacit recognition that the parties have been unable to resolve the dispute on their own and that they look to the Impartial Chairman for effective direction.

Under normal circumstances, various criteria are determinative of the craft assignment of disputed work. Among other things those criteria include evaluation of the skills and work involved, past assignments made by the employer on both a local and national basis, and the efficient operation of the employer. The Postal Service has also relied on tradition, in great part, in establishing craft assignments for new positions^{4/} and new duty assignments in

3/ See Dr. Block's testimony, TR-Vol. VI, pp. 202-203.

4/ See, for example, the decision of Arbitrator N. Thompson Powers in the bargaining unit assignment arbitration involving the levels 4 and 5 Sack Sorting Machine Operators. MH Ex. 43, p. 6.

individual post offices.^{5/} In doing so, the Postal Service has recognized the importance of local traditions and practice because of the many local variations which naturally are to be found in a mail delivery operation comprised of thousands and thousands of relatively autonomous installations.^{6/} If the foregoing were the only criteria upon which the Postal Service were required to rely, the resolution of craft assignments would be a much simpler task.

There is, however, another factor which must be considered in making certain craft assignments in the Postal Service; it is, specifically, Article XLIII, Section 12 of the 1973 National Agreement. That provision evolved from a November 30, 1971, Memorandum of Understanding between the Postal Service and the Mail Handlers Union,^{7/} a December 8, 1971, letter from Senior Assistant Postmaster General James P. Blaisdell to Mail Handlers Union National Director Lonnie Johnson,^{8/} and a November 16, 1972, Clarifying Addendum between the Postal Service and the Mail Handlers Union.^{9/} It is the current contract provision that is at the heart of the Mail Handlers Union's claim to the disputed work.^{10/}

5/ An important consideration to be noted in the instant cases is that they involve the assignment of duty assignments, not positions.

A position is described by a formally recognized list of duties and responsibilities, with a salary level established for its performance. For the most part, the descriptions are general, without specificity as to particular location or schedule.

A duty assignment, on the other hand, is "a set of duties and responsibilities within recognized positions regularly scheduled during specific hours of duty." 1973 National Agreement, Article XXXVII, Section 1.D, 4 (clerks) and Article XLIII, Section 1.D, 4 (mail handlers).

6/ See MH Exs. 87 and 88, illustrating varying local craft assignments on multi-slides. Even in the much discussed Canton, Ohio, case, MH Ex. 23, p. 7, the Post Office looked to its current local practices.

7/ MH Ex. 7.

8/ MH Ex. 7.

9/ MH Ex. 8

10/ We understand that the Mail Handlers Union no longer relies on Article I, Section 5 of the Agreement as a basis of its claim to the work, as initially raised in OAK-JT 1. (TR Vol. I, p. 12.)

As we understand the Mail Handlers Union's primary position, it would have the Impartial Chairman interpret Article XLIII, Section 12B to grant exclusively to employees it represents all duties which are included in the position descriptions listed in Article XLIII, Section 12C, whether or not they appear in any position description of any other craft.^{11/} Contrary to the position of the Mail Handlers Union, however, Section 12 must be considered in its entirety for a valid and proper interpretation of any of its parts, including Section 12B.

Article XLIII, Section 12A provides:

In all first-class offices with 25 or more employees and other large customer service and mail processing facilities, employees other than mail handlers may be performing full-time duties within the mail handler bargaining unit on a regularly scheduled basis; therefore, the Employer will review the practices in these installations in order to determine the appropriateness of employees' assignments, classifications and wage levels.

This paragraph A sets forth the parties' awareness that, in certain postal installations, employees other than mail handlers may be performing duties ordinarily considered to be those of mail handlers; based on that awareness, the Postal Service agreed to review the work assignment practices in those installations. The contract section does not provide for Mail Handlers Union participation in such review, nor does it establish any particular methodology for conducting the review or analyzing the results of the review. The Postal Service has complied with its contract obligation under Section 12A throughout the country; for example, instructions for the implementation of the review requirement were issued in the Western Region in both 1972 and 1973.^{12/} The reviews were conducted by the local postal officials.^{13/}

Article XLIII Section 12B provides:

Where it is found that full or part-time regularly scheduled employees

^{11/} Although the Mail Handlers Union has asserted that none of the work in question is included within any position in the clerk craft (TR-Vol. I, p. 107 and 123), this assertion has no valid basis. The issue in this case is the more limited one whether the work is within the scope of the mail handlers Union craft.

^{12/} MH Ex. 14.

^{13/} See, for example, MH Exs. 44a and 71; the testimony of Mr. Perkins, TR-Vol. II, p. 291, and Mr. Dyer, TR-Vol. IV, pp. 45-46, 66.

have duty assignments on a regular basis which are comprised of all mail handler duties, those duty assignments will be delegated to the mail handler craft. If it is found that mail handler duties have been combined with duties of another craft, to make a full or part-time scheduled duty assignment on a regularly scheduled basis, such assignment shall be filled consistent with Article I, Article VII, and Article XII of the National Agreement. Employees who may be displaced will be reassigned in accordance with Article XII of the National Agreement.

This paragraph B requires the Postal Service to take a course of action under certain limited conditions; those are conditions which might be found as a result of the reviews conducted pursuant to Article XLIII, Section 12A. By clear and precise language, paragraph B provides only that, where a full or part-time regularly scheduled employee has a duty assignment which is comprised of "all mail handler duties," such duty assignment shall be delegated to the mail handler craft. The term "all mail handler duties" is identified in Article XLIII, Section 12C of the Agreement to include the duties which appear in the listed position descriptions. It is seen from this precise identification and definition of "all mail handler duties" that the first sentence of paragraph B requires only that, when any of the duties described or listed in any of the position descriptions set forth in paragraph C are performed on a full or part-time regularly scheduled basis, the assignment shall be performed by a mail handler and assigned to that craft. But the duty assignment must be one that is entirely and exclusively comprised of mail handler duties. Thus, Section 12C merely precludes the assignment of a clerk or other employee to a duty assignment composed entirely of mail handler duties. It does not proscribe the assignment of a clerk, or other employee who is not a mail handler, to a duty assignment which includes but is not exclusively comprised of mail handler duties. This conclusion is affirmed in so many words by the second sentence of paragraph B; it provides that any combination duty assignments "shall be filled consistent with" the provisions of Articles I, VII and XII of the National Agreement. The recognition in Article XLIII, Section 12 of duty assignments composed

of duties of more than one craft establishes beyond possible question that the first sentence of paragraph B is not a grant of exclusive jurisdiction to the Mail Handlers Union, as it has contended.

Adoption of the Mail Handlers Union's assertion of exclusive jurisdiction would render the second sentence of paragraph B totally meaningless. The Postal Service submits that its contract obligation, as established by the first two sentences of paragraph B, is to insure that employees other than mail handlers are not assigned to perform all mail handler work on a full-time or part-time regularly scheduled basis.

As Article XLIII, Section 12 requires that employees performing full-time and part-time mail handler duties on a regular basis be represented by the Mail Handlers Union, it constitutes re-statement of an existing Postal Service obligation. It does not affect or interfere with the rights of employees in other bargaining units; it was, therefore, a proper subject for bargaining with the Mail Handlers Union to the exclusion of any other union representing other employees. Accordingly, the Postal Service's negotiation of Article XLIII, Section 12 in no way interfered with the representation rights of the APWU or the employees it has represented. The Postal Service fully recognizes that any action which affects employees' wages, hours, or terms and conditions of employment must be bargained collectively with the Union representing those employees, but such action did not occur in the negotiation of Article XLIII, Section 12 with respect to any employees outside the Mail Handlers Union's unit. Article XLIII Section 12 provides the Mail Handlers Union with a mechanism to enforce an existing right; it has no effect, as a contract provision, on employees represented by the American Postal Workers Union.

The Mail Handlers Union also relies on the July 3, 1973, stipulation to support its assertion that the disputed work should

be its work exclusively.^{14/} The Mail Handlers Union's reliance on that document appears to be two-fold. First, it argues that the stipulation permits it to claim the disputed work; second, it urges that the stipulation requires that it be awarded that work.^{15/} The Postal Service agrees that the Mail Handlers Union may assert a claim to more work notwithstanding the existence of Article XLIII Section 12, and the stipulation arguably protects the Mail Handlers Union from an argument that Article XLIII, Section 12 somehow for-closes the right to assert a claim. But the stipulation is limited to the right to advance a claim; it does not, in any manner, define or identify existing jurisdictional lines or establish new lines.

The right of members of a bargaining unit to perform work which, in its entirety, is the work of that unit has not been universally afforded mail handlers. Concern with this circumstance is manifested by the negotiation and existence of Article XLIII, Section 12. The parties agreed therein that the Postal Service would review local practices in order to identify situations in which that right was not being satisfied. Shortly after execution of the November 30, 1971, Memorandum of Understanding, in which the Postal Service undertook to effectuate that right, Postal Service Headquarters issued instructions to the Regional Offices which, in turn, issued further instructions to the field. The Western Region, where all three of the instant cases arose, issued instructions on February 14, 1972, November 24, 1972, and January 15, 1973.^{16/} Unfortunately, the Western Region attached to its instructions a copy

14/ MH Ex. 12. That stipulation states, in relevant part:

The parties further agree and understand that, by entering into the aforementioned Memorandum, they in no way waive their right to advance claims regarding exclusive craft jurisdiction over work or duties not presently defined as "all mail handler duties" and that such Memorandum shall not be construed to in any way limit such claims; provided, however, that neither party shall be entitled to reopen negotiations seeking to terminate or modify existing agreements regarding assignments or duties, except as provided in Article XLIV, Section 2, of the 1973 National Agreement.

15/ TR-Vol. I, pp. 6-7.

16/ MH Ex. 14.

of the "MH-5" contract demand made by the Mail Handlers Union during the 1971 national negotiations.^{17/} That demand was never granted by the Postal Service; in fact, no agreement on the subject was reached as part of the 1971 National Agreement signed on July 20, 1971. Only subsequently were there negotiations that led to the November 30, 1971, Memorandum of Understanding, and that was the only Mail Handlers Union craft agreement related to the subject of the "MH-5" demand.

The Western Region's transmittal of the "MH-5" proposal together with the instruction for implementation of the November 30, 1971, agreement had the effect of causing some local postal officials to treat the terms of the Union's "MH-5" proposal as though they had been agreed to by the Postal Service. For example, a misinterpretation of the Western Region's instructions, including the Union's "MH-5" proposal, resulted in the shift of the San Francisco AMF duty assignment from the APWU clerk craft to the Mail Handlers Union.^{18/} The

^{17/} See the eighth page of MH Ex. 14. The text of the Mail Handlers Union proposal was:

Mail Handlers shall perform all simple separation, distribution of mail routing, facing and canceling of mail, operating and dumping of pouches and sacks, operating a canceling machine, loading and unloading mail, pulling pouches and sacks from racks, the withdrawing of mail from distribution cases, and all bulk mail handling work and mail processing assignments that do not require scheme knowledge.

All overlapping duty assignments pertaining to the Mail Handlers craft in the Clerk Key Position job description shall be removed. And this work shall be performed only by mail handlers within the Mail Handler craft. Only in the case of an emergency may employees in other crafts be assigned to perform these duties.

Definition of an emergency shall be by agreement between the Mail Handlers craft and the employer.

Supervisors will not perform work that is assigned to employees in positions in the Mail Handlers craft.

^{18/} See SF JT-2 and MH Ex. 46. TR Vol. II, p. 331

disputed Seattle work had historically been clerk work, but it was shifted to the Mail Handlers Union in 1973,^{19/} and back to the APWU clerks in 1974 pursuant to the May 31, 1974, Step 4 decision. The disputed Oakland work was moved from craft to craft as local management attempted to follow the Western Region instructions in the absence of grievances filed by either Union.

As might have been expected, the variations in work assignments and the general confusion led to the processing of three formal grievances and their handling under the tri-partite arbitration agreement. In its Step 4 decisions in these cases, the Postal Service proceeded to explain and place in capsule form the craft assignment concepts which had developed over the years. The May 31, 1974, decisions note that the general guidelines applied by the Postal Service in making the craft assignments were related, among other things, to the duties of the positions in question, community of interest, common supervision, skills and other customary guides which are relied upon to make such decisions in both the government and the private sectors. The broad criteria are related particularly to the Postal Service in the third paragraph of the various decisions; each states,

In general terms, the broad criteria followed by the Postal Service are that clerks process, including distribution, all kinds of mail, letters, papers, parcel post, bulk etc., whereas mail handlers batch, face, postmark mail, load, unload and move only bulk mail, and may perform duties incidental to the processing of other mail, and may make occasional simple distribution of parcel post not requiring scheme knowledge. Sacks of mail are considered bulk mail and may be processed by mail handlers. However, if a scheme is required, it is a clerical function. In every process, regardless of the category of mail, if a scheme is required, it is a clerical craft assignment. Pouches are distinguished from sacks and are processed and dispatched by clerks. After mail has been "processed," it is normally moved by mail handlers.

These criteria identify the general craft lines which have developed in the Postal Service since the creation of the laborer position covering certain duties previously performed exclusively by clerks.^{20/} The laborer was renamed mail handler in 1944^{21/} and

^{19/} TR Vol. IV, pp. 31; WA JT- Ex. 2.

^{20/} See Dr. Block's Testimony, TR-Vol. VII, p. 328.

^{21/} MH Ex. 58.

the position eventually developed into the current position of Mail Handler, KP-8,^{22/} by act of Congress in 1955.^{23/} The basic, general division between the clerk and mail handler crafts has distinguished between the processing of mail as a clerk function and the loading, unloading and movement of mail as mail handler functions.^{24/} The Step 4 decisions also identify several deviations from this general dividing line; for example, there is the inclusion within the mail handlers craft of the occasional simple distribution of parcel post and the processing of bulk mail. The processing of preferential mail and the processing of all mail by scheme are reserved exclusively, however, to the clerk craft.

The application of the general criteria in the Postal Service is not absolute. In many instances, duties which technically could be assigned to a mail handler are performed by employees outside that craft. As Article XLIII, Section 12B suggests and the fourth paragraph of the May 31, 1974, decision letter states, mail handlers' functions need not be assigned to mail handlers when they do not comprise a full duty assignment or when they are an integral and inseparable part of the duty assignment performed by a clerk.

With respect to the three particular cases before the Impartial Chariman for resolution, each involves the question whether the Postal Service's assignment of the work or duty assignment was proper. As none of the work in the three cases, is conclusively within the mail handler craft pursuant to Article XLIII Section 12, the Postal Service exercised its prerogative to make assignments consistent with its operational needs and the broad

^{22/} MH Ex. 13C.

^{23/} Public Law 84-68. MH Ex. 63.

^{24/} Witness Garren considered all postal work, except perhaps collection and delivery, as within the scope of processing. For example, he considered unloading trucks as part of processing. TR-Vol. VII, p. 425. This disregards the concept distinguishing between the movement of mail and the processing of mail expressed in KP-8, which describes the basic function of mail handlers to be "loads, unloads, and moves bulk mail, and performs other duties incidental to the movement and processing of mail." (MH Ex. 13(a))

criteria long applied by the Postal Service and its predecessor, the Post Office Department.

OAKLAND DUTY ASSIGNMENT

The Oakland case involves the keyman on the outside piece multi-slide in the Oakland Post Office. The employee in this duty assignment works at the top of a cone divided into eight segments and receives outside pieces (parcels too large or having too much mass to be placed in a sack) from a conveyor belt fed by a mail handler at the base of the multi-slide. The keyman reads the address on a parcel and slides it down one of the eight segments. The decision as to the proper segment is based on the scheme^{25/} utilized on the sack sorting machine located elsewhere in the Oakland Post Office.^{26/} The sack sorting machine scheme is utilized because the outside pieces would be sorted on a sack sorting machine but for their size and weight, and they follow the same distribution pattern. Although the scheme itself is the basic information required, the keyman converts his scheme knowledge by grouping several scheme items into each slide; this conversion is shown on a chart located on the wall directly in front of the keyman.^{27/}

At the bottom of the slide, mail handlers take the outside pieces from the slide and place them on one of several nutting trucks located nearby. Each truck is labeled with a placard or header listing various destinations. In addition to these placards, reference boards further assist mail handlers in the placement of each piece on appropriate nutting trucks. These reference boards are not generally visible to the keyman and they do not aid in the performance of that duty assignment.^{28/}

^{25/} A scheme is a list of states, post offices, firms or streets and house numbers, referenced to ZIP codes, post offices, sectional centers, box groupings, carrier or delivery areas. It is a technique used in sorting mail for dispatch or delivery. (See MH Ex. 22, page 1, Section A-1.)

^{26/} See MH Exs. 39 and 40.

^{27/} USPS Ex. 2; TR-Vol. II, pp. 258, 270.

^{28/} TR-Vol. VII, p. 409.

The assignment to the clerk craft of this keyman duty assignment was based primarily on the requirement of scheme knowledge, which is a skill utilized exclusively in the clerk craft.^{29/} The Mail Handlers Union challenge to the Employer's decision that a scheme is required to perform this function is misplaced. We submit that the Employer's determination of job requirements is not subject to Union challenge unless clearly unreasonable or arbitrary or contrary to contract obligation. In this Oakland case, the pieces sorted on the multi-slide, but for their size or weight, would be sorted on a sack sorting machine which utilizes the very scheme required for the disputed keyman position. As the same distribution is involved, the requirement that the assigned employee have knowledge of the scheme is reasonable, practicable and equitable.

The Mail Handlers Union also challenges the requirement of scheme knowledge for the Oakland position by asserting that employees who have worked at the bottom of the slide could, after gaining experience by performing that function, perform the keyman duties satisfactorily. This assertion may well be valid, because most workers, whether mail handler or clerk, would probably be able to perform the work properly if given sufficient time to learn the job. The Mail Handlers Union has neglected to mention, however, that job bidding is installation wide and not limited to employees at the bottom of the slide.^{30/} Thus, were the Mail Handlers Union awarded the duty assignment, any mail handler in the entire Oakland Post Office would be eligible to bid on the assignment. A mail handler with sufficient office seniority, but no experience on the multi-slide, could bid successfully for the assignment, but he would not have the knowledge required for the duty assignment when starting on the job. Only a clerk, who can be required to have the scheme knowledge before actual assignment, would have such knowledge.

^{29/} Distribution by scheme is clearly part of the clerk craft, and it is set forth in the Distribution Clerk position description, KP-12. (See MH Ex. 16.)

^{30/} See, OAK-JT Ex. 21, and 1973 National Agreement, Article XLIII, Section 2B.

The Employer has determined in its managerial judgment that the employee working the keyman duty assignment must have knowledge of the separation function from the outset and it has required a scheme to insure this knowledge. That determination is exclusively a prerogative of management. It is reasonably based on valid business judgment and it is not subject to union challenge on the asserted ground that another method of operation could accomplish the desired result. In sum, scheme knowledge is required in the Oakland duty assignment, it is properly within the clerk craft and the Postal Service's May 31, 1974, decision should be sustained.

SAN FRANCISCO DUTY ASSIGNMENT

The San Francisco case involves the operator of the machine at the San Francisco Airport Mail Facility which processes sacks and pouches of preferential mail.^{31/} The sacks and pouches come to the operator from a conveyor belt and slide, and he places them in a tray at his side. Based on the information on the label of a particular pouch or sack, the operator takes one of several actions. If the pouch is outbound^{32/} and is to be transported by air, the operator uses a telephone headset to contact a billing clerk located elsewhere in the facility, and the operator reports the destination and weight of the pouch. The billing clerk directs the pouch to an airline and flight number; the operator marks the label accordingly and presses a button on the keyboard marked for that airline. This action causes the pouch to be dumped from the tray to a conveyor belt which is electronically coded to transport the pouch to the appropriate runout for that airline. If the pouch is inbound, the operator does not communicate with the billing clerk. The operator merely presses one of several buttons on the keyboard which causes the pouch to be sent by the conveyor to the proper area in the facility for further processing or for direct loading on a truck for transport to a nearby installation.

^{31/} As witness Garren noted, the use of the equipment in San Francisco to process preferential mail is an exception to the general use of the equipment. (TR-Vol. VII, p. 388.)

^{32/} Approximately 60% of the pouches are outbound. (See TR-Vol. VII, p. 427.)

The Postal Service's placement of this duty assignment in the clerk craft was based primarily on the fact that the work involves the processing of preferential mail. The May 31, 1974, Step 4 decision refers to a distinction between pouches and sacks, but it is the content of the container which is determinative of the work assignment. Preferential mail is generally transported in pouches while non-preferential mail is generally placed in sacks. Thus, a reference to pouches usually contemplates preferential mail and it is the processing of that mail which is the work of the clerk craft. Such work has never been shared with the mail handlers. In sum, as the work of this duty assignment involves the processing of preferential mail, it is properly within the clerk craft, and the Postal Service's May 31, 1974, decision should be sustained.

SEATTLE DUTY ASSIGNMENT

The Seattle case involves several parcel sorting duty assignments located at various points around twin parcel post multi-slides. One group of employees receive a flow of parcels on a conveyor, decide on which of the two multi-slides each parcel is to be distributed, and place the parcel on a conveyor to that multi-slide. An employee at the top of each multi-slide reads the label on each parcel and slides it down the appropriate segment of the slide. Employees at the base of each slide distribute the parcels into appropriate sacks for dispatch.

The Postal Service's placement of these several duty assignments in the clerk craft was based on the fact that the full-time regular distribution of parcel post has always been a function of that craft. The Mail Handlers Union's claim to this work conflicts directly with the KP-8 position description which has been the basis of the scope of its craft, because it includes only the "occasional distribution of parcel post." The term "occasional" was added to the original language of the bill which created the key position description; the literal and conceptual meaning of

that key word is one of limitation.^{33/} The Mail Handlers Union seeks to ignore that clear meaning, to expand its limited roll in the distribution of parcel post, and to expand substantially the scope of its craft. Such total disregard of the traditional limits of the craft and the argument that "mail handlers can do the work" illustrates that the Mail Handlers Union is attempting to expand the scope of the craft, rather claim work which is properly within its jurisdiction. In sum, these duty assignments are properly within the clerk craft and the Postal Service's May 31, 1974, decision should be sustained.

EXTRANEOUS MATTERS

Several positions and theories were presented or developed during the hearing which the Postal Service deems to be outside the true scope of this arbitration. Those positions and theories warrant comment to place them in perspective and to identify them as matters not properly before the Impartial Chairman.

A. Compensation: One of the concepts most frequently interjected into the hearing in the form of argument, documentary evidence and testimony related to compensation. The Mail Handlers Union has claimed that mail handlers should be paid at level 5, asserting that clerks, at that level are performing the same work as mail handlers.^{34/} More significantly, the Mail Handlers Union relies on the testimony of Dr. Block, an expert in the field of compensation, who, when working for the Postal Service, left matters of craft assignment to labor relations experts, such as Mr. Sullivan.^{35/} Without exception, Dr. Block responded to all questions in compensation terms - that is,

^{33/} See APWU 14. The Mail Handlers Union's characterization of the Key Position and several regional instructions issued by Dr. Block's Office of Compensation manifests a total disregard of the plain meaning of the KP-8 position description. The Mail Handlers Union disregards the plain meaning of the words "occasional" and "incidental" contained in the Key Position (TR Vol. VII, p. 471.) Similarly, Dr. Block and the Mail Handlers Union have misconstrued instructions (e.g., MH Exs. 65, 67 and 84) which merely act as "grandfather clauses" to protect mail handlers "currently performing parcel post distribution." In doing so they change the concept of "current" to mean prospective. The essence of the Mail Handlers Union position is to remove all meaning from the word "occasional."

^{34/} TR Vol. I, p. 9.

^{35/} TR Vol. VI, pp. 179-180, 200; Vol. VII, p. 347.

the appropriate level of pay for work performed.^{36/} But neither pay levels, nor the manner by which they are set, are proper considerations in the resolution of a jurisdictional dispute. The 1955 Compensation Act^{37/} codified a set of position descriptions as benchmarks for compensation purposes, and Dr. Block was involved extensively in the Post Office Department's compensation programs. The crash program of the first six months following the passage of the Act was an effort to implement a classification system throughout more than 30,000 post offices in the country. Thereafter, the ongoing program was both an auditing of the effort of the first six months and an expansion of the position descriptions from the approximately 50 key positions identified in the Act to hundreds of standard and individual positions. The entire effort, however, related to establishing the appropriate level of pay for an identifiable position; it did not concern the craft to which the position should be assigned.

The implementation of the wage classification system is not an issue before the arbitrator. The level of compensation appropriate for any position or work may be altered without reference to craft assignment, and, similarly, craft assignments may be made without reference to pay level. Simply stated, we are not before the arbitrator litigating the appropriate level of pay for the work in question.^{38/}

^{36/} See, for example, TR Vol. VI, pp. 192, 199, 200, 203, 263, 290, etc. In considering the significance of Dr. Block's testimony, it is particularly significant for the Impartial Chairman to note that he had neither seen the work in dispute TR Vol. VI, p. 280, nor did he know the true nature of the work. TR Vol. VII, pp. 339-343.

^{37/} MH Ex. 63.

^{38/} When, in course of the hearing, the parties visited the job sites to view the duty assignments that are being disputed in this case, the Impartial Chairman was requested by the Mail Handlers Union to note certain other jobs being performed by Postal Service employees. It appeared that, in some locations, level 4 mail handlers and level 5 clerks were performing the same job functions in a single work location. Of course, those situations are not encompassed by the issues of the instant case. Full development of the facts relating to those situations, in an appropriate case, might well disclose considerations that would provide perfectly valid explanations of what may otherwise superficially be deemed to be anomalies.

B. Equal Employment Opportunity: The Mail Handlers Union presented arguments and exhibits in an effort to posture these cases as ones involving equal employment opportunity issues. The Mail Handlers Union's arguments appear to fall into two categories. The first appears to be based on general statistics; the second seems related to an effort to "[stand] Griggs v. Duke Power on its head."^{39/}

The Mail Handlers Union's statistical argument was based solely on statistics showing nationwide postal employment by pay level, race, sex, and national origin.^{40/} The Union asserts that there exists a disproportionately high percentage of minority employees in the Postal Service who are paid at level 4 rather than level 5. The statistics relied upon do not distinguish between crafts;^{41/} it is apparent, therefore, that they provide no insight into the relationship between EEO and craft lines. More importantly, such statistics only relate to initial employment factors; they do not pertain to craft lines or to the assignment of work to the respective crafts.

The Mail Handlers Union's second EEO argument relates to the effort to "[stand] Griggs v. Duke Power on its head." In essence, the Mail Handlers Union's rhetoric seems to assert that the requirements established by the Postal Service for the mail handler position results in a test of skills in excess of those required. The Union seems to be claiming that, as a consequence, the mail handlers should be permitted to utilize the higher skills required by the test by allowing them to perform higher level duties. At most, the test arguably may be subject to limitation under certain circumstances described in Griggs. It certainly does not define the scope of the craft position or positions for which the test is administered.

^{39/} TR-Vol. I, pp. 151-152, referring to Griggs v. Duke Power Company, 401 U.S. 424 (1971). MH Ex. 28a.

^{40/} MH Ex. 30.

^{41/} The Postal Service does not maintain records on such a craft breakdown.

Like the compensation matters advanced by the Mail Handlers Union, the equal employment opportunity matters it presented during the hearing are totally unrelated to the issue of the craft assignment of certain work.

C. Inconsistent Practices: The Mail Handlers Union's attempt to advance two other cases which arose in Canton, Ohio,^{42/} and Muncie, Indiana,^{43/} as relevant to the instant case constitutes yet another excursion beyond the proper limits of this matter. Some of the positions taken in those other cases by a regional representative are not the same as the position of the Postal Service in the instant case.^{44/} There is nothing new or startling about the fact that statements of some postal managers may be at odds with Postal Service general policy. That circumstance is nothing more than a characteristic of the massiveness of the Postal Service as an institution. Inconsistent local and even regional practices exist, and when Postal Service Headquarters officials become aware of the inconsistencies, corrective action is taken. Occasional inconsistencies are both serious and regrettable, but they will continue unless every Postal Service manager is required to clear every action with Headquarters. The Postal Service cannot operate under such a condition, however, and inconsistencies, unfortunately, have occurred and will occur again. Certainly, the aberrant situations cannot be construed as establishing or negating national policy any more than statements by local or regional union officials have been, or should be, controlling when inconsistent with the national position of the union.

D. Integrated Duties: Another issue alluded to, but not really involved in this case, is the existence of duties which are an integral part of clerks' duties which are also performed by mail handlers. Thus, the Mail Handlers Union's claims in the instant cases encompass total duty assignments; they do not involve segments

^{42/} MH Exs. 23 and 25.

^{43/} MH Exs. 73, 74 and 75.

^{44/} The regional officials approached the Canton case as a compensation matter, not as one involving a jurisdictional issue. See MH Ex. 25.

of duty assignments. Similarly, the instant cases do not involve the concept of collecting separated functions and combining them into a full or part-time duty assignment.

E. Public Policy: The Mail Handlers Union asserts that public policy considerations require that the disputed work should be assigned to its craft. It noted many provisions of the Postal Reorganization Act, but the primary thrust of the Mail Handlers Union's position seems to be that the assignment of the disputed work to its craft will result in greater economy, or improved service, or both. The Union's economic argument is premised entirely on the difference in pay level between the majority of mail handlers (level 4) and the majority of clerks (level 5). This single fact, however, does not support the Mail Handlers Union's position. The Impartial Chairman has already noted at the hearing that the single fact of level differential does not validate the Union's position. Indeed, a change of work assignment based on that sole fact might prove to be significantly uneconomical and severely disruptive of mail service.

F. Overlapping Duties: The Mail Handlers Union asserts that these cases do not involve issues of overlapping duties^{45/} and, assuming, arguendo, that they do, that an arbitrator's recent decision interpreting Article I, Section 6 of the 1973 National Agreement dictates adoption of the interpretation of Article XLIII, Section 12 sought here by the Mail Handlers Union.^{46/} The entire record in this case establishes that the Mail Handlers Union correctly asserts that the disputed work is not covered by both crafts. It errs, however, in asserting that the work is solely within the mail handler craft. On the contrary, the record clearly shows that scheme distribution (Oakland), the processing of preferential mail (San Francisco) and the full-time regular distribution of parcel post (Seattle) are exclusively clerk functions, with no overlap with mail handler duties. Further, the Postal Service position detailed above concerning the

^{45/} TR-Vol. I, p. 123.

^{46/} TR-Vol. I, p. 164.

meaning of Article XLIII, Section 12 dictates that the Mail Handlers Union's view of that contract provision should be rejected.

CONCLUSION

Decisions as to craft assignment of work are to be made by the Employer, with many factors appropriate to each determination. Contrary to the contention of the Mail Handlers Union, the 1973 National Agreement, particularly Article XLIII, Section 12 does not impose any contractual limitation on the craft assignments made in these cases. Thus, the Postal Service made the assignments based solely on the broad criteria described in its Step 4 decision letters. The description of those criteria was developed upon consideration of tradition, key position descriptions, skills and other relevant factors. The Postal Service submits that the entire record in this case establishes that the criteria were properly applied to the disputed duty assignments and that the grievances filed by the Mail Handlers Union should be denied.

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January 27, 1975.

Respectfully submitted,



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