

NATIONAL ARBITRATION PANEL

C#13863

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In the Matter of the Arbitration)
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 between)
)
 UNITED STATES POSTAL SERVICE)
)
 -and-)
)
 AMERICAN POSTAL WORKERS UNION)
)
 -and-)
)
 NATIONAL ASSN. OF LETTER CARRIERS)
 Intervenor)

GRIEVANTS:
Chief Steward
Arlington, TX
APWU President

CASE NOS.
H7S-3A-C 24946
HOC-NA-C 14

BEFORE: Richard Mittenthal, Arbitrator

APPEARANCES:

For the Postal Service: Lynn D. Poole
Senior Attorney
Law Dept., Mid-Atlantic

For the APWU: Anton Hajjar
Attorney (O'Donnell
Schwartz & Anderson)

For the NALC: Keith E. Secular
Attorney (Cohen Weiss
& Simon)

Place of Hearing: Washington, D.C.

Dates of Hearing: Oct. 1 & Nov. 4, 1992
Feb. 19 & Nov. 4, 1993

Date of Post-Hearing Briefs: June 21, 1994

AWARD: The grievances are
denied.

Date of Award: September 29, 1994.


Richard Mittenthal
Arbitrator

BACKGROUND

These grievances involve a work jurisdiction claim on behalf of the Special Delivery Messenger (SDM) craft. APWU insists that this craft's jurisdiction broadly encompasses the delivery of "expedited mail" of all classes and the preparation of such mail for delivery. It claims, accordingly, that SDMs are entitled to all Express Mail delivery which is not made on an established, sequential City Letter Carrier (CLC) route or which is made earlier than would be the case through normal operation of a CLC's route. It believes the assignment of such Express Mail delivery to CLCs or others is ordinarily a violation of Articles 1 and 7 of the National Agreement. The Postal Service and NALC disagree.

Special delivery mail has existed since 1885. It is a service which is added to different classes of mail. A customer, by paying a fee, assures himself that his letter will be given priority and will be delivered faster than it would otherwise be. This delivery, however, is time variable. Special delivery letters are transported like ordinary mail. But shortly after they reach the addressee's post office, they are delivered. Special deliveries are made every day of the year including Sundays and holidays. An attempt is always made to deliver such a letter directly to the addressee whose signature is obtained to prove receipt.

SDMs were hired to deliver mail in most, but not all, areas in which the volume of special delivery work warranted the presence of SDMs. There are currently less than 2,000 employees in this craft. They work in just 300 of the more than 35,000 postal facilities in the country. They are not the only ones who handle special deliveries. Postal Service publications, both before and after Postal Reorganization, emphasized that other postal employees may also deliver special delivery mail. CLCs have done so for many years. This was true both in areas where there were SDMs and in areas where there were none. For instance, no SDM has ever been employed in the borough of Manhattan, New York City, and special delivery mail there has been delivered by CLCs and others. The SDMs and CLCs have much the same work procedure. Their position descriptions are identical.

Express Mail was introduced experimentally in 1970 and became a regular service in 1977. It was considered a new class of mail. It is transported separately. It has a time definite service commitment, that is, the Postal Service

guarantees that the letter will be delivered overnight no later than a specific time. Management has, from the outset of this program, sought to deliver Express Mail in the most cost-effective manner consistent with its time commitment. Its policy, as expressed in manuals and handbooks, has been that Express Mail can be delivered by anyone. And that has evidently been the practice.

Initially, however, Express Mail was delivered primarily by SDMs or Motor Vehicle Operators because they had Postal Service vehicles and Management believed it looked better for this high-priced service to be handled through Postal Service vehicles. The M-68 Methods Handbook stated that "the Express Mail messenger, with the assistance of the special delivery supervisor, determines the most economical way to accomplish delivery in the scheduled time."

In early 1976, the then Executive Vice President of the SDM craft wrote the Postal Service suggesting that Management consider a combination of special delivery and Express Mail. Management replied in June 1976, rejecting this suggestion and emphasizing the unique qualities of Express Mail and the need for "the most efficient and cost effective delivery methods..." It went on to state in its reply that "local managers" had been given the "necessary flexibility and authority to utilize any of the delivery options available, including the use of [SDMs]."

In mid-July 1977, shortly after Express Mail had been made a permanent and separate class of mail, APWU urged in a letter to the Postal Service that the "delivery of Express Mail be assigned to the employees in the...[SDM] Craft." NALC similarly wrote to the Postal Service that the "delivery of such mail was properly assignable only to employees in the [CLC] Craft." Management rejected these work jurisdiction claims in February 1978 and stated that "the nature of Express Mail does not lend itself to assigning the delivery aspects of this service exclusively to one particular craft." It revised its M-68 Handbook in April 1978 to make clear its view regarding Express Mail delivery:

535.1 ...Delivery, wherever it is feasible, should be made in the normal course of delivering other mail on regular delivery routes (letter carriers, foot and motorized, and parcel post routes). That is when delivery can be made by 3:00 p.m. without incurring additional costs...

535.2 Where Next Day Express Mail arrives too late to connect with normal delivery trips, or is addressed to areas where such delivery could not assure delivery by 3:00 p.m., or arrives on other than normal delivery days, provisions for delivery should be made in the local office's operating plan. Additional cost is never to be incurred solely to advance time of delivery unless, in the absence of such action, delivery would not be made before 3:00 p.m. Trips solely to deliver next day Express Mail should be avoided unless necessary to make the delivery standard. If special delivery messengers are used, Next Day Express Mail should be delivered in the normal course of delivering special delivery mail...

In September 1978, APWU filed a national level grievance (AC-NAT-26741), contending that "the delivery aspects of Express Mail should be assigned to and under the jurisdiction of the...[SDM] Craft." Management responded in January 1979, suggesting that the problem be referred to the Committee on Jurisdiction. Apparently that suggestion was not fruitful and APWU appealed the grievance to arbitration in February 1979. A hearing was held in April 1980 before National Arbitrator Aaron and was recessed with the understanding that the parties, including NALC which had intervened in the case, would attempt to resolve the matter.

In mid-1983, APWU and the Postal Service finally reached a settlement. APWU agreed to withdraw its grievance. The Postal Service agreed to recognize that SDMs were one way of delivering Express Mail. It revised the M-68 Handbook to reflect this understanding. Specifically, it moved the last sentence of 535.2 into 535.1 and substituted the following for the previously quoted language in 535.1:

535.1 ...Delivery should be effected in the normal course of delivering other mail on all delivery routes (foot, motorized, delivery and collection, special delivery, and parcel post routes) when delivery can be accomplished by 3:00 p.m., and without incurring additional costs. Within this context, letter carriers should be used to the extent possible so that delivery can be accomplished in the most cost effective manner possible. If special delivery messengers are used, Next Day Express Mail should be delivered in the normal course of delivering special delivery mail.

APWU's interest in Express Mail did not end with this grievance settlement or this new M-68 language. In the 1984 negotiations, one of its proposals was that "all Express Mail be delivered by the...[SDM] Craft with full jurisdictional rights, along with proper staffing and scheduling." The Postal Service rejected this proposal, repeating its view that this work was not the exclusive jurisdiction of any one craft. The impasse was resolved by a Memorandum of Understanding (MOU) in November 1984. This MOU called for an annual review of the "total work load assigned to the...[SDM] Craft" in each special delivery unit as a means of determining "appropriate scheduling and staffing" and committed Management not to decentralize or adjust such "total work load...for the sole purpose of removing work from...[SDMs]." It stated also that "delivery of expedited mail will be consistent with Methods Handbook, M-68, Express Mail Service, and the Postal Operations Manual."

In January 1985, a Step 4 meeting was held on a grievance (HIS-4B-C 27155) complaining in part of Express Mail being assigned on a regular basis to CLCs rather than SDMs. The letter remanding the case to Step 3 for regional resolution was signed by a Labor Relations Specialist and by the then Assistant Director of the Clerk Craft. The letter stated that the SDM craft "has no jurisdiction over Express Mail."

In July 1986, a Step 4 meeting was held on grievances (HIS-4B-C 34169 & 34170) complaining of Express Mail being delivered by CLCs rather than SDMs. The letter remanding the case to Step 3 for further processing was signed by a Labor Relations Specialist and the then Director of the SDM craft. The letter stated in part:

...We agreed that the delivery and collection of express mail can be accomplished as determined by management. The specific duties are not designated to any one craft and are assigned in accordance with the M-68, Express Mail Handbook.

In the 1987 negotiations, APWU proposed that a new provision be added to Article 40 to the effect that "all expedited mail service, including any pick-up and/or delivery..., apart from established...[CLC] routes, shall be provided exclusively by [SDMs]." The Postal Service considered this another attempt by SDMs to gain Express Mail work at the expense of other crafts. It rejected the proposal and asserted once again that any postal employee

may be called upon to deliver Express Mail. The impasse was resolved by a MOU in July 1987 which changed Postal Service instructions with respect to decentralization, workload variations, and so on. The MOU also, noting the M-68 had been replaced by the Domestic Mail Manual (DM-201), stated that although Management intended "to make certain changes to the DM-201 which may modify the circumstances under which Express Mail is delivered by [SDMs]..., messengers will not be excluded from delivering Express Mail under the provisions of the DM-201."

In the 1990 negotiations, APWU proposed that Article 40 include a statement to the effect that "the basic or primary function of the...[SDM] Craft is to provide expedited delivery service to the mail." Management saw this as another variation on the SDM craft's attempt to establish an exclusive jurisdiction over Express Mail. It rejected the proposal. The parties' positions on this matter were much the same as they had been in prior negotiations. APWU ultimately dropped the proposal.

Current postal statistics reveal that, nationally, 65 percent of Express Mail is delivered by CLCs and Motor Vehicle Operators, 31 percent by SDMs, and 4 percent by other postal employees. Management contends it is more economical to deliver by CLC than by SDM and that CLCs have greater productivity. It stresses that any increase in its delivery costs would mean a higher price for Express Mail which would in turn make Express Mail less competitive with other overnight delivery services. APWU's concern in this case is magnified by the extraordinary decline in special delivery mail - from 100 million pieces per year in 1970 to 250,000 pieces per year presently.

The Grievances

Two grievances are before the arbitrator. The first concerns Arlington, Texas, an associate office of Fort Worth. Because there has never been a special delivery unit in Arlington, special delivery mail has always been delivered by CLCs. In 1960, such deliveries were made by CLCs who filled positions known as SD East and SD West. Each was assigned to a different section of the city. In the 1970s, these assignments were designated instead as SD1 and SD2. They were not full-time positions. They encompassed a wide variety of work including of course special delivery.

In 1985, NALC grieved on the ground that these assignments had become full-time positions. The grievance was granted. Management agreed to establish four full-time positions known as MO (Main Office) 1 through 4. Subsequently a fifth was added. CLCs who hold these positions deliver special delivery and Express Mail but this apparently is a relatively small part of their job. They also make inter-station runs, firm runs, collections, relay runs, airport trips, prepare bag racks, unload trucks, sort stuffed envelopes, and so on. Some of this same work is being done by other crafts besides CLCs, namely, Clerks, Mail Handlers, and Motor Vehicle Operators.

APWU grieved in May 1989. It alleges that the SDM craft has jurisdiction over "expedited delivery", namely, all special delivery and all Express Mail delivered in an "expedited" fashion. It believes that because MO employees in Arlington, that is, CLCs, are handling such "expedited delivery", they have been intruding on SDM craft jurisdiction. It insists that the core functions of the SDM craft, "expedited delivery" and the preparation of mail for such delivery, were substantial enough in Arlington to warrant the establishment of a special delivery unit and the use of SDMs. It says Management's failure to recognize SDM jurisdiction here was a violation of Article 1. This grievance has been designated Case No. H7S-3A-C 24946.

The second grievance concerns essentially the same issue but arises in a much different manner. The present Director of the SDM craft wrote to Management's Office of Contract Administration in January 1992 and asked for its view as to whether "Article 7 applies to the Special Delivery Craft." Management replied that Article 7 "is applicable to all unions and crafts..." but that because SDMs "do not have exclusive jurisdiction of any mail product or delivery function, it would be virtually impossible for an Article 7.2 violation to occur in [the SDM] craft." This response prompted APWU to file a Step 4 grievance in March 1992. It asserted that SDM work is the "expedited delivery of mail" and that such jurisdiction is "implicit in Article 1" and is "based on historical practices." It added that "the unique skills of [SDMs] in performing expedited delivery, as contrasted with delivery on an established carrier route, differentiates the work of [SDMs] from that of [CLCs]." This grievance was later appealed to arbitration and has been designated Case No. HOC-NA-C 14. It was joined with Case No. H7S-3A-C 24946 at the initial arbitration hearing.

DISCUSSION AND FINDINGS

APWU's claim in this case rests largely on its view of "historical practices" and on Article 1, Section 1 of the National Agreement. The latter provision states in part:

The Employer recognizes each of the Unions designated below as the exclusive bargaining representative of all employees in the bargaining unit for which each has been recognized and certified at the national level:

National Association of Letter Carriers...

- City Letter Carriers

* * *

American Postal Workers Union...

- Special Delivery Messengers

* * *

Arbitrator Garrett was confronted by this provision in a West Coast jurisdiction dispute in 1975 (Case Nos. AW-NAT-5733, A-NAT-2964, and A-NAT-5750) involving APWU and the Mail Handlers. He recognized that Article 1, Section 1 must be read in the context in which it was negotiated. Hence, he considered the history of collective bargaining on a craft basis, the requirement in the Postal Reorganization Act of 1970 that Management bargain with the Unions then holding "national exclusive recognition rights", and the other relevant terms of the National Agreement, namely, Article 1, Section 5 and Article 7, Section 2. His ruling was as follows:

Since these detailed provisions reflect a clear intent by all parties to protect the basic integrity of the existing separate craft units as of the time the 1971 National Agreement was negotiated, the Impartial Chairman must find that Article I, Section 1 bars the transfer of existing regular work assignments from one national craft bargaining unit to another (absent any change in conditions affecting the nature of such regular work assignments), except in conformity with Article VII.

Thus, the Unions may properly invoke Article 1, Section 1 "to protect the basic integrity..." of their respective "separate craft units..." APWU has a right to protect the craft jurisdiction of SDMs; NALC has a right to protect the craft jurisdiction of CLCs. And the Postal Service has an obligation to honor such craft jurisdiction. This means that "existing regular work assignments" may not be transferred from one craft to another and must ordinarily remain within the craft to which they have customarily been assigned. An exception, however, is appropriate where the character of such "work assignments" has changed to such an extent that they can no longer fairly be said to constitute the "work..." of the original craft. And another exception is provided of course by Article 7.

It is easier to state these principles than to apply them. This is especially true in a dispute between the SDM craft and the CLC craft. For both perform much the same work. They prepare mail for delivery in a postal facility; they deliver such mail to addresses; they pick up mail from postal customers. They have the very same position description. There are differences and APWU's case, as will soon be apparent, focuses on what it perceives to be critical differences in delivering mail in an "expedited" manner and delivering mail sequentially along an established route.

Arbitrator Garrett was confronted by a somewhat similar problem in a Sioux City, Iowa jurisdictional dispute in 1974 (Case No. N-C-4120). There, NALC complained of some 800 deliveries being transferred from its bargaining unit to the National Rural Letter Carriers Association bargaining unit. Although Garrett ruled in NALC's favor on the basis of Article 7, Section 2 rather than Article 1, Section 1, he had to deal with the question of craft jurisdiction. In addressing that question, in addressing the meaning of the words "craft" and "crafts", he stated:

...This meaning does not lie in any abstract definition of either "craft." It can only be found in established practice in each given Post Office in assigning work to one or the other of the craft bargaining units...

Hence, from the standpoint of jurisdiction, the customary way of doing things becomes the contractually correct way of doing things. Work always performed by SDMs in a given area

is presumptively within APWU's jurisdiction just as work always performed by CLCs in a given area is presumptively within NALC's jurisdiction.

This heavy reliance on "practice", in Garrett's words, "may well be essential to the maintenance of sound relationships between the Postal Service and the various Unions involved, as well as among the Unions themselves." I agree. Indeed, APWU itself appears to agree with this formulation. Its case here rests to a large degree on what it refers to as "historical practice."

APWU broadly defines SDM craft jurisdiction as the "expedited delivery of all classes and kinds of mail and the preparation of such mail for delivery." It emphasizes certain characteristics of "expedited" mail, especially, making prompt delivery so that the mail arrives faster than normal mail and organizing the delivery sequence for each run in the interest of speed and efficiency. It states that because special delivery and much Express Mail possess these characteristics, they involve "expedited delivery" and should therefore ordinarily be handled by the SDM craft. It views Express Mail as simply a form of special delivery in scant disguise. It concedes that Express Mail has been delivered by CLCs for years in the course of their regular sequential routes. It appears to accept this arrangement on the ground that such deliveries, being part of routine routes, are not "expedited." It urges, however, that when Express Mail is delivered by CLCs outside their normal routes, such work is "expedited" and hence belongs to SDMs. This seems to be the principal thrust of the APWU jurisdictional claim.

For the following reasons, this argument is not persuasive.

First, SDMs are not the only people who make "expedited deliveries." Special delivery itself is often performed by others. This is plainly recognized in the position descriptions prepared shortly after Postal Reorganization. There is a single position description which covers "City or Special Carrier or Special Delivery Messenger." It reads in part:

(L) Special delivery carriers and special deliver messengers receive special delivery mail for delivery and...deliver on foot and by vehicle special delivery mail to patrons... (Emphasis added)

Special Delivery Carriers are members of NALC. They perform the same duties as SDMs and, I assume, work mainly in postal facilities where there are no SDMs. The point is that an entire category of Carriers has been engaged in "expedited delivery" for years.

Second, SDMs have been employed only in those relatively few postal installations where special delivery units have been established. Postal Management policy, from the outset, was to place strict limits on special delivery units. Regional Instructions 333-1, issued in January 1968, stated that SDMs "should be considered only at larger post offices where mail is received at frequent intervals throughout the day and a regular [SDM]...can be gainfully employed for 8 within 10 consecutive hours." These Instructions went on to say that at other post offices, special delivery may be delivered by employees other than SDMs. Given this long-standing policy, it is not surprising that special delivery units exist in only 300 of the more than 35,000 postal facilities in the country. Other crafts, particularly CLCs which includes of course Special Delivery Carriers, have been handling special delivery mail for years. This form of "expedited mail" has certainly not been the exclusive province of the SDM craft.

Third, the real subject of these grievances is Express Mail rather than special delivery. Not until 1977 did the Postal Service choose to make Express Mail a permanent service. Whether the delivery of Express Mail was at that time considered a "new position" within the meaning of Article 1, Section 5 is not really clear. What is clear, however, is that both NALC and APWU promptly claimed jurisdiction over this kind of delivery. The Postal Service rejected these claims and insisted that Express Mail would not be assigned to any one craft. Management thereafter asserted time and again, although not in these exact words, that "the nature of Express Mail does not lend itself to assigning the delivery aspects of this service exclusively to one particular craft..." Management revised its M-68 Handbook in April 1978 to reflect this view.

Fourth, APWU filed a national level grievance in September 1978. It maintained that Express Mail delivery be "made the jurisdiction of the...[SDM] Craft." Management disagreed and the dispute was appealed to national level arbitration. At the hearing, the parties decided that a further attempt to resolve the matter was warranted. Several years passed before a settlement was reached. APWU agreed to withdraw its grievance and the Postal Service

agreed to recognize formally that SDMs were one means of delivering Express Mail. The M-68 had previously stated that "delivery, wherever...feasible, should be made in the normal course of delivering other mail on regular delivery routes (letter carriers, foot and motorized, and parcel post routes)." Management agreed in effect to expand this parenthetical listing of "delivery routes" to include "special delivery" and "delivery and collection." Thus, it was plainly recognized that the Postal Service was free pursuant to the M-68 to assign Express Mail delivery to CLCs, SDMs or others as it wished. And the M-68 added, significantly, that "within this context, letter carriers should be used to the extent possible so that delivery can be accomplished in the most cost effective manner possible." CLCs, in other words, were to be preferred in the handling of Express Mail. Such arrangements seem to have been accepted by APWU in the settlement of its earlier national level grievance.

Fifth, it is true that the amended M-68 language dealt with Express Mail delivery made "in the normal course of delivering other mail..." APWU stresses, however, those Express Mail deliveries made outside "the normal course of delivering other mail...", that is, special trips to deliver Express Mail only or variations in normal routes for the purpose of delivering Express Mail. How often this occurs is not clear from the record. But the M-68 did anticipate such non-normal operations.

When Next Day Express Mail arrives too late to connect with normal delivery trips, or is addressed to areas where such delivery could not assure delivery by 3:00 p.m., or arrives on other than normal delivery days, provisions for delivery should be made in the local office's operating plan...

The "local office" determined, based on its "operating plan", which craft was to be assigned to such Express Mail delivery. Although no national survey of "operating plans" is before me, it is clear from the evidence that local postal facilities have assigned these deliveries on the basis of the availability of employees and the cost considerations mentioned in the previous paragraph. Management has, since the inception of this service, insisted that Express Mail can be handled by any craft. Neither CLCs nor SDMs have done this work to the exclusion of the other.

Sixth, all Express Mail is by its very nature "expedited." It is transported separately; it has a time definite service commitment. The Postal Service promises the customer, for a price, that Express Mail will be delivered overnight no later than a specific time. If that time commitment can be satisfied in the "normal course of delivering other mail...", it has been so handled. If the commitment cannot be satisfied in this fashion, Management has chosen SDMs, CLCs or others to make the delivery. Whether they do so as part of their normal route or outside their normal route, they are in fact delivering "expedited" mail. CLCs have been doing that for a great many years. The degree of expedition in handling Express Mail, how quickly it must be moved, has never been a grounds for drawing jurisdictional lines between the SDM and CLC crafts.

Seventh, APWU's definition of "expedited" delivery is so broad that it would encompass, apart from Express Mail, much of what CLCs have customarily done. Some examples will illustrate the point. CLCs deviate from their normal route to deliver occasional parcels, to deliver mail held for returning vacationers, or to deliver samples, catalogues and special orders. CLCs on parcel post routes deliver in the same manner as SDMs, determining the order of delivery on each run based on the employee's knowledge of the community's geography. Other CLCs, part-time flexibles or unassigned regulars, have no established sequential route when they are called upon to deliver registered letters or to provide auxiliary assistance to several routes. The point is that, even accepting APWU's definition, "expedited" delivery has been a normal function of CLCs as well as SDMs. As for Express Mail, whether delivered as part of a regular route or outside such a route, it has been a normal function of CLCs as well as SDMs.

Eighth, APWU has conceded in several Step 4 settlement letters that SDMs do not have any special claim to Express Mail. A January 1985 letter, signed by the Assistant Director of the Clerk craft, stated that the SDM craft "has no jurisdiction over Express Mail." A July 1986 letter, signed by the then Director of the SDM craft, stated that "the delivery and collection of express mail can be accomplished as determined by management." It went on to say that such delivery work is "not designated to any one craft" and is "assigned in accordance with the M-68..." These broad acknowledgements of Management's freedom to choose between CLCs, SDMs and others in assigning the delivery of Express Mail undermines the present grievances. APWU asserts a right in this case which it earlier agreed it

did not have. No attempt was made in these Step 4 dispositions or in the previous settlement of a national level grievance to distinguish between the degree of expedition necessary in the delivery of Express Mail.


* *

Accordingly, it cannot be said that SDMs can legitimately claim exclusive jurisdiction over Express Mail delivery or at least that portion of Express Mail delivery which falls within APWU's definition of "expedited" mail. This conclusion is compelled by the following considerations: (a) the Management policy in effect since at least 1977 that Express Mail delivery would not be the province of any one craft, (b) the incorporation of that policy in the M-68 Handbook, later the DM-201, (c) the unsuccessful attempts by APWU to attack that policy through the grievance procedure, (d) the express acknowledgement by APWU of Management's freedom in assigning such work, as set forth in Step 4 dispositions and a national level arbitration settlement, (e) the long-standing work assignment practices with respect to Express Mail delivery, (f) the close similarities between the work of SDMs and CLCs, (g) the existence of a single position description to cover both of these crafts, and (h) the several different types of "expedited" mail delivery historically performed by CLCs.

Given these findings, the grievances must be denied. The Arlington, Texas grievance assumes that SDM jurisdiction over Express Mail would, in conjunction with special delivery mail available in that community, provide a sufficient workload to justify the establishment of a special delivery unit. Because the jurisdictional claim lacks merit, there obviously is no sound basis for creating a special delivery unit or ordering the hiring of SDMs. The national level grievance raises the same jurisdictional question with respect to Article 7, Section 2. My answer is the same here as in the Arlington grievance. SDMs, like any other craft, are entitled to whatever protection is available through Article 7, Section 2. In applying this provision, however, the SDM craft cannot claim exclusive jurisdiction over any part of Express Mail delivery for the reasons previously stated in this opinion. There has been no violation of jurisdictional rights under the National Agreement.

AWARD

The grievances are denied.


Richard Mittenthal, Arbitrator