C-24430

NATIONAL ARBITRATION PANEL

In the Matter of the Arbitration	Grievant: NALC Branch 791
between	Post Office: Lynnwood, WA
UNITED STATES POSTAL SERVICE	USPS Case: E90N-4E-C 95001512
and	
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO	
and	
AMERICAN POSTAL WORKERS UNION	

BEFORE: Steven Briggs

APPEARANCES:

For the U.S. Postal Service: Kevin B. Rachel, Esq.
For the NALC: Keith E. Secular, Esq.
For the APWU: Anton G. Hajjar, Esq.

Hearing Date/Place: July 11, 2002 — NALC Headquarters, 100 Indiana Avenue, N.W., Washington, D.C. 20001

Date of Award: July 16, 2003

Relevant Contract Provision: Articles 1, 3, 7

Contract Year: 1990-1994

Type of Grievance: Contract Interpretation

Award Summary: Management violated the National Agreement by reassigning the one-hour AM shuttle run at the Lynwood, Washington Post Office from the City Letter Carrier craft to the Clerk craft. The grievance is sustained.

BACKGROUND

The United States Postal Service (USPS; the Employer) and the National Association of Letter Carriers (NALC) were parties to the 1990-1994 collective bargaining agreement (the Agreement) under which the present dispute arose. In 1993 the Lynnwood, Washington Post Office was responsible for operations at Alderwood Manor Station and the non-personnel unit Annex. Generally speaking, mail shuttle runs between the Annex and Alderwood Manor were performed by a clerk from the Lynnwood office. Since at least 1969, however, late arriving morning mail was taken from Lynnwood to Alderwood Manor and the Annex by a city letter carrier, whose only reason for being at the latter two locations was to complete the shuttle run. Once that was accomplished, the letter carrier would return to Lynnwood and resume casing duties.

The facts leading to the present dispute are undisputed. As the NALC noted in its post hearing brief, they are accurately described in the following May 20, 1994 Step 2 management decision:

> Since November of 1991 the bid description for route 3664 has included the "A.M. Shuttle." This assignment consists of transporting box section mail for the Alderwood Manor Station and the Non-Personnel Unit Annex to those stations. In addition, "notice left" parcels and hold mail from the prior day's delivery are dropped off at the Mt. Lake Terrace Post Office.
>
> Prior to November of 1993, box section mail for A.M. Station was cased by two clerks; an off site, early distribution clerk from the Main Office handled the majority of the work and an on-site A.M. station window clerk provided any additional help needed. Upon the completion of box section casing the A.M. window clerk returned to his window duties. Earlier in the summer of 1993, window service hours were extended at the Alderwood Manor Station. In order to cover these additional window hours, it became necessary to adjust assignments. The A.M. window clerk who had provided additional box section help was given a later start time and assigned to the A.M. window. On Monday through Friday, a Main Office PTF clerk was assigned to travel to both stations to provide the necessary assistance. This resulted in duplicate trips as both the PTF clerk

and the carrier on 3664 left the Main Office at approximately the same time.

On 11/02/93 management informed carrier Marsh (3664) he would no longer be completing the Shuttle run on Monday through Friday. Instead, the transportation of the box section mail was being reassigned to the PTF clerk scheduled to work in the box stations of both stations. By combining the functions the Postal Service was able to eliminate the duplication of effort and thus improve the office's efficiency.

The total round-trip shuttle run is approximately ten miles, and the work associated with it is about one and ¾ hours on Mondays, and 45 minutes on Tuesdays through Saturdays.[1] As noted in the foregoing quote, the run had been part of the bid posting for Letter Carrier Route 3664 since 1991. Before that it had been assigned to Part-Time Flexible Letter Carriers since at least 1969. Prior to the transfer at issue the shuttle run had never been assigned to any craft but the Letter Carriers.

From the Employer's perspective, the transfer made common sense. Lynnwood Postmaster Edward Schierlberl testified that he decided to reassign the work because of a change in the time at which a window clerk was required to move from the main office to Alderwood Manor. Under the new schedule the Clerk would be driving to Alderwood about the same time the Letter Carrier was shuttling the mail to that same location. Schierlberl reasoned that if he had two employees traveling to the same location at the same time, it just made good business sense to have the Clerk take the mail, thereby making the Letter Carrier available for other tasks.

On November 20, 1993 NALC Representative Robert James presented the following grievance (Branch No. 92-0173LYB) on behalf of Branch President Ken Titus:

Tyler Marsh, Carrier Route 3664, was informed by Employer on 11/2/93 he would no longer perform the shuttle which has been part of his

[1] It takes longer on Mondays due to the accumulation of mail over the weekend.

assignment since 11/26/91. This work was being given to a clerk Monday thru Friday. Tyler Marsh was to perform the shuttle on Saturday as there are fewer PTF clerks available. This was an assignment to make his route an 8-hour assignment. The Employer arbitrarily moved work from one craft to another without regard to the employee's bid assignment. The Employer failed to conform to the handbooks and manuals for the proper methods and procedures to adjust routes.

The grievance was ultimately appealed to Step 4, and then to the national arbitration forum. The parties mutually appointed Steven Briggs to hear and decide the matter. A hearing were conducted in Washington, D.C. on July 11, 2002, during which time both parties were afforded full opportunity to present evidence and argument in support of their respective positions. The American Postal Workers Union was a party to the proceedings as an Intervenor. Once the parties' timely posthearing briefs were received by the Arbitrator, the record was declared closed.

INTERPRETIVE ISSUE

At the hearing the Employer, the NALC and the APWU stipulated to the following statement of the interpretive issue to be decided in these proceedings:

> Did management violate the National Agreement by reassigning the one-hour AM shuttle run at the Lynnwood, Washington post office from the City Letter Carrier craft to the Clerk craft? If so, what shall the remedy be?

PERTINENT AGREEMENT PROVISIONS

ARTICLE 1 – UNION RECOGNITION
Section 1. Union

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, AFL-CIO --- City Letter Carriers

American Postal Workers Union, AFL-CIO --- Maintenance Employees

American Postal Workers Union, AFL-CIO --- Special Delivery Messengers

American Postal Workers Union, AFL-CIO --- Motor Vehicle Employees

American Postal Workers Union, AFL-CIO --- Postal Clerks

Section 2. Exclusions . . .

Section 3. Facility Exclusions . . .

Section 4. Definition . . .

Section 5. New Positions

A. Each newly created position shall be assigned by the Employer to the national craft most appropriate for such position within thirty (30) days after its creation. Before such assignment of each new position the Employer shall consult with all of the Unions signatory to this Agreement for the purpose of assigning the new position to the national craft unit most appropriate for such position. The following criteria shall be used in making this determination:

1. existing work practices;

2. manpower costs;

3. avoidance of duplication of effort and "make work" assignments;

4. effective utilization of manpower, including the Postal Service's need to assign employees across craft lines on a temporary basis;

5. the integral nature of all duties which comprise a normal duty assignment;

6. the contractual and legal obligations and requirements of the parties.

B. All Unions party to this Agreement shall be notified promptly by the Employer regarding assignments made under this provision. Should any of the Unions dispute the assignment of the new position within thirty (30) days from the date the Unions have received notification of the assignment of the position, the dispute shall be subject to the provisions of the grievance and arbitration procedure provided for herein.

Section 6. Performance of Bargaining Unit Work . . .

ARTICLE 3 – MANAGEMENT RIGHTS

The Employer shall have the exclusive right, subject to the provisions of this Agreement and consistent with applicable laws and regulations:

A. To direct employees of the Employer in the performance of official duties;

B. To hire, promote, transfer, assign, and retain employees in positions within the Postal Service and to suspend, demote, discharge, or take other disciplinary action against such employees;

C. To maintain the efficiency of the operations entrusted to it;

D. To determine the methods, means, and personnel by which such operations are to be conducted;

E. . . .

ARTICLE 7 – EMPLOYEE CLASSIFICATIONS

Section 1. Definition and Use . . .

Section 2. Employment and Work Assignments

A. Normally, work in different crafts, occupational groups or levels will not be combined into one job. However, to provide maximum full-time employment and provide necessary flexibility, management may establish full-time schedule assignments by including work within different crafts or occupational groups after the following sequential actions have been taken:

1. All available work within each separate craft by tour has been combined.

2. Work of different crafts in the same wage level by tour has been combined.

The appropriate representatives of the affected Unions will be informed in advance of the reasons for establishing the combination full-time assignments within different crafts in accordance with this Article.

THE PARTIES' POSITIONS

Employer Position

The Employer asserts that management did not violate the National Agreement by reassigning the one-hour AM shuttle run at the Lynnwood, Washington post office from the City Letter Carrier craft to the Clerk craft. Its main arguments in support of that position may be summarized as follows:

1. The NALC has characterized this case as an Article 7.2, crossing craft dispute. But that position assumes that city letter carriers have a proprietary right to the work involved. They do not. Thus, the underlying issue in this case is one of proper craft assignment.

2. Though the Motor Vehicle Craft of the APWU is the proper craft for transportation of bulk mail, the NALC appears to argue that in the absence of that craft the City Letter Carrier craft has secondary jurisdiction. However, that claim is based upon the NALC's misplaced reliance on the importance of "local past practice" in the determination of craft jurisdiction. In the absence of the Motor Vehicle craft, no craft has secondary jurisdiction, and the work in question may be assigned to any

craft in order to maximize the effectiveness and efficiency of the operation.

3. The 1975 Committee on Jurisdiction, established by the Postal Service and several unions (including the APWU and NALC) during the 1975 collective bargaining process, generated a Memorandum of Understanding (MOU) establishing the criteria to be used by all parties in settling jurisdictional disputes. The MOU criteria have since been incorporated into Article 1, §5 of the National Agreement.

4. The factors included in Article 1, §5 are entirely consistent with existing NLRB law; i.e., they reflect consideration of a multiplicity of factors on a case-by-case basis. Moreover, they underscore the importance of operational efficiency and common sense in making work assignments.

5. In a National Award involving Case No. AD-NAT-1311, Arbitrator Gamser upheld the craft jurisdiction guidelines in the Employer's Regional Instruction 399 (RI-399) and noted that it "could serve appropriately and fairly as a basis for resolving jurisdictional disputes." Significantly, Gamser did not consider local practice as a controlling consideration. Gamser also embraced in that case the right of management to consider effective and efficient operations.

6. The National Award by Arbitrators Mittenthal and Zumas in Case No. H7N-NA-C 42 (the "Oakton/Vienna" Award) is the cornerstone of the NALC's "local past practice controls" argument. But contrary to the position it has taken here, in Oakton/Vienna the NALC argued that the

nature of the work between rural and city letter carriers was different and warranted reassignment of the work to the latter. The Arbitrators ruled that there was no difference in the nature of work performed by the two groups, and upheld management's assignment of the work.

7. The Oakton/Vienna Award sets forth the principle that where the nature of the work is essentially a wash, then other jurisdictional assignment criteria come naturally to the forefront. Thus, in Oakton/Vienna management's past assignments of the work were given controlling weight. The NALC has overly generalized that specific finding for the purposes of this case, while at the same time completely ignoring a body of pre-existing law and precedent.

8. In Case No. AD-NAT-1311, National Arbitrator Gamser endorsed the "long history of day-to-day administration of craft work by management, and found that it may improve operational efficiency even if a realignment of duties among various crafts results. That is precisely what happened in the present case. Management realized that due to expanded office hours at Alderwood Manor an additional clerk was needed. It made sound business sense to have that additional clerk shuttle the mail to Alderwood Manor and the Annex as part of his/her scheduled trip. It made no sense to have the city letter carrier continue to transport the mail, only to turn around and come back.

9. Management's flexibility to assign tasks to the various crafts is inherent in Article 1 of the National Agreement. Rather than freezing existing work

assignments and requiring an Article 7 craft-crossing situation as argued by the NALC, §1 of the Article preserves existing rights, obligations and practices of the parties. That is what Arbitrator Garrett held, and that is what the parties expressly incorporated into Article 1, §5.

10. The first principle listed in Article 1, §5 is "existing work assignment practices," which certainly includes the discretion management has to use different crafts for different types of work, depending upon the totality of circumstances present in each individual case. The fundamental point is that management has the ability under NLRB case law, the 1975 Committee on Jurisdiction MOU, Article 1, §1 & §5, Article 3, §C, Regional Instruction 399 and a host of national arbitration awards to consider a multitude of factors in making day-to-day craft assignments. The "local practice controls forever" model advanced by the NALC finds no support in any of those authorities.

11. In Case No. Q90N-6E-C 94051017 involving these same three parties, National Arbitrator Snow ruled on the proper craft to operate machinery that sorted mail in delivery order sequence. Snow rejected the NALC's "local practice controls" argument in favor of a broader approach that included management's interest in maintaining an effective and efficient operation. Citing a previous National Award by Arbitrator Zumas, Snow emphasized the "heavy burden" the challenging party must carry to prove its craft would be more efficient in performing the work than the one to which it was assigned by management.

12. While not controlling, the following field arbitration awards offer insight into how the parties have dealt with related issues in the past: (1) B94N-4B-C 99018473 (Franklin, 1999); (2) F94N-4F-C 97109607 (Zigman, 2000); (3) F94N-4F-C 97101272 (Eaton, 2001); (4) C94N-4C-C 99057000 (Graham, 2001); (5) B90V-4B-C 92034792 (Sulzner, 2000); (6) F94N-4F-C 98036253 (Levak, 2001); and (7) H98N-4H-C 00139184 (Duda, 2002).

13. NALC witness Robert James acknowledged on cross-examination that the Clerk making the late morning shuttle run would also box the mail at the non-personnel Annex. That acknowledgement supports management's reasonable attempt to avoid a duplication of effort. It makes no sense to have a Letter Carrier transport mail to the unit when a Clerk is driving the same route to case mail.

14. Lynnwood Postmaster Shierlberl testified that in order to expand the service hours at Alderwood Manor station he had to push back the starting time of one Clerk who normally came in early to help set up the box unit mail. Because of that Clerk's later starting time, another Clerk was sent from the main office as a replacement. And since the replacement was traveling the same route as the Letter Carrier driving the late morning shuttle, it made sense to combine the two.

15. Shierberl also testified that he had given the NALC advance notice of the assignment change and had discussed the proposed changes with it prior to implementation.

16. Postal Service witness Phillip Knoll offered unrefuted testimony that the transportation of mail to detached units has been performed by all types of employees and crafts, including Letter Carriers, Clerks, Mail Handlers and Maintenance craft employees.

17. Citing the M-39 Handbook for authority, Knoll also testified about several situations he knows where tasks are routinely shifted from Letter Carriers to clerks based on efficiency of operations. Knoll concluded from his review of the present case that management's actions were consistent with maintaining operational efficiency and comported with the historical practices of the parties.

18. The NALC is essentially claiming jurisdiction of work in the absence of the primary Motor Vehicle craft. It seeks to create a new category of secondary jurisdiction by claiming to be the primary craft in the absence of the primary craft. Such an arrangement could have severe consequences beyond the scope of this case.

19. The NALC is confusing "Past Practice" with "Local Practice." It assumes a past practice exists simply because it was a local practice at one point in time. In the NALC-USPS Joint Contract Administration Manual (JCAM) the parties expressly recognized the elements that make up a bona fide past practice. That document states that management changes to a past practice are generally not considered violations if the practice is no longer efficient or economical. That is exactly what happened here. It was no longer efficient to have the City Letter Carrier take the late morning mail

shuttle run, given the fact that circumstances changed and a Clerk was scheduled to be driving the same route at that time.

20. Adoption of the NALC position would lead to absurd results, including waste, duplication of effort, inefficiencies and featherbedding. It posits that an inefficient operation may result as a consequence of applying its "local practice controls" theory.

21. The grievance should be denied.

NALC Position

The NALC asserts that management violated the National Agreement by reassigning the one-hour AM shuttle run at the Lynnwood, Washington post office from the City Letter Carrier craft to the Clerk craft. Its principal arguments in support of that position may be summarized as follows:

1. Article 7, §2A of the National Agreement broadly prohibits the combination of work "in different crafts." National arbitration precedent establishes that the §7.2A prohibition is violated by the permanent reassignment of work that has long been performed by one craft to another craft. It further demonstrates that local past practice is the criterion which determines whether a reassignment violates Article 7.2.

2. In the "Sioux Falls" case, No. N-C-4120 (Garrett, 1974), Arbitrator Syl Garrett noted that management's discretionary rights under Article 3 "are expressly limited in that they must be exercised 'subject to the provisions of this Agreement and consistent with applicable laws and regulations.'"

He sustained the NALC's position that the transfer of work at issue violated Article 7.2.A, noting, *inter alia*, that the term "craft" must be defined according to the "established practice in each given Post Office." Garrett recognized that doing so might limit management's flexibility, yet he concluded that it was more important to maintain the integrity of Article 7.2.A.

3. Nothing in Arbitrator Garrett's Sioux Falls analysis suggests that the past practice test he used was developed solely to address city-rural delivery disputes. To the contrary, the interpretive section of the Award concludes with Garrett's observation that "the basic policy thus reflected in (Article 7.2.A) may well be essential to the maintenance of sound relationships between the Postal Service and various union involved." (emphasis added)

4. In Lynnwood, a significant amount of work (i.e., about one hour per day) traditionally performed by City Carriers was transferred to the Clerk craft. Since management has never claimed that a material change in the nature of the work had occurred, the transfer fell squarely within the Sioux Falls holding.

5. Management did not meet the specific criteria in Article 7.2, which permit the combination of work from different crafts only for "full-time schedule assignments." In the present case, the AM shuttle was reassigned to a Part-Time Flexible Clerk.

6. Decisions in subsequent national cases demonstrate that the principles developed in Sioux Falls control the disposition of all disputes involving the reassignment of work across craft lines. For example, in his subsequent West Coast jurisdictional award [Gr. Nos. AW-NAT-5753, A-NAT-2964, and A-NAT-5750 (Garrett, 1975)], Arbitrator Garrett concluded that the National Agreement embodies "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."

7. In Case No. H1C-4P-C-1792 (Mittenthal, 1982), Arbitrator Mittenthal characterized the Garrett awards as establishing "the contractual principle in this case," that "[t]he National Agreement 'bars the transfer of regular work assignments from one national craft bargaining unit to another ... except in conformity with Article 7.'" Mittenthal further found that "[t]here was no practice with respect to work assignments ...," implying that had the union in that case been able to demonstrate a local practice of assigning the work, its grievance would have been sustained.

8. In their Oakton/Vienna award [Case No. H7N-NA-C 42 (Mittenthal & Zumas, 1994)], Arbitrators Mittenthal and Zumas broadly reaffirmed the continuing applicability of both Sioux Falls and West Coast. They also noted that "[t]he Garrett awards in 1974 and 1975 recognized that there are jurisdictional lines between the several crafts, that Article 1, Section 1 grants each craft union the right to protect its jurisdiction, and that 'established practice' is the most reliable guide in defining jurisdiction."

9. Shortly after the issuance of Oakton/Vienna, Arbitrator Mittenthal applied the same principles to a dispute involving City Letter Carrier work claimed by the APWU for the Special Delivery Messenger craft [Case No. H7S-3A-C 24946 (Mittenthal, 1994)]. Citing Sioux Falls, Mittenthal denied the APWU's claim. He reasoned that "... the customary way of doing things becomes the contractually correct way of doing things."

10. In Placerville/Cary [Case No. W4N-5H-C 40995 (Nolan, 1998)], Arbitrator Nolan sustained two NALC grievances protesting the transfer of city deliveries to rural routes. He reaffirmed the continuing validity of the Garrett awards, and the decisive importance of local past practice in applying Article 7.2.

11. Management's "operational efficiency" argument in the present case is wholly without merit. Indeed, the only time saved by the transfer was the ten minutes or so it took the Clerk to drive from the Lynnwood Post Office to Alderwood Manor. That was substantially less than the one hour of daily work taken from the Letter Carrier craft.

12. In any event, management's efficiency theory has already been considered and rejected by National Arbitrators. In Sioux Falls, Arbitrator Garrett held that management's Article 3 discretion was subordinate to the Article 7 provisions which prohibit the transfer of City Carrier work. And in Placerville/Cary, Arbitrator Nolan clearly specified that management may not rely on considerations of efficiency to justify the unilateral transfer of work across craft lines.

13. Arbitrator Garrett's award in the Hollywood, Florida case [Case No. F94N-4F-C 98019410, Garrett, 1977)] does not support the Employer's position in the present case. There, the NALC grieved management's decision to establish "direct holdouts" for certain apartment buildings. Under that arrangement, Clerk craft employees sorted mail directly to the buildings as part of the distribution process, so that the Letter Carrier no longer performed that task as part of the casing function. The NALC took the position that this process constituted an improper transfer of work from the Letter Carrier craft to the Clerk craft. In denying the grievance, Garrett relied on longstanding postal regulations which explicitly authorize the establishment of "directs." He noted as well the "adequate evidence ... that the term 'direct' has been applied over the years to apartment buildings." In contrast to the facts in Hollywood, Florida, there is no postal regulation authorizing the reassignment of interstation runs, and no practice of reassigning interstation runs across craft lines in violation of established local practice.

14. Management's reliance on the Centralized Mark-Up case [Case No. N-NAT-3061 (Gamser, 1973) is misplaced. In denying the NALC's grievance over transfer of work to the Clerk craft, Arbitrator Gamser noted that the new system prompting the transfer constituted a "major reorganization of the way total mail undeliverable as addressed will be handled." He noted that the work it created was "not identical work performed in a new way or by the use of new equipment and technology."

In the present case, it is undisputed that the work reassigned to the Clerk craft is identical to the work previously performed by Letter Carriers.

15. Nothing in the National Agreement suggests that the Article 1, §5 criteria are relevant to resolution of a local Article 7 grievance. Article 1.5 covers the creation of new bargaining unit positions and establishes criteria for assigning them to a particular national craft. Moreover, the Jurisdictional Committee MOU from which those criteria were extracted is no longer in effect. In any event, the MOU was developed to establish a procedure for resolution at the national level of conflicting claims between unions about jurisdiction over duties. Here, no jurisdictional dispute exists because the APWU agrees with the NALC's position that the AM shuttle run should remain in the Letter Carrier craft.

16. Nothing in Case No. Q90N-6E-C 94051017 (Snow, 2001) even remotely suggests that consideration of the Article 1.5 criteria would be necessary where, as here, a local practice has established a particular craft's jurisdiction over a specific assignment.

17. In the Regional Instruction 399 case [Case No. AD-NAT-1311 (Gamser, 1981)], Arbitrator Gamser addressed the Postal Service's generic allocation of "primary jurisdiction" over a long list of mail processing functions between the Clerk and Mail Handler crafts. He generally upheld the RI 399 allocations based upon jurisdictional criteria, including past practice and efficiency. But nothing in the R.I. 399 Award supports the assertion here of management's authority to transfer specific work in

particular post offices from one craft to another. As Gamser specifically noted, "No employees presently performing any of the disputed operations or functions is to be replaced except by attrition."

18. Case No. H1M-NA-C 14 (Zumas, 1986) and Case No. H4M-4C-C 6032 (Zumas, 1987) are irrelevant. In both of those cases the Mail Handlers had appealed under Article 1.5 the assignment of two new bargaining unit positions to the Clerk craft.

19. There are no Motor Vehicle craft employees in the Lynnwood Post Office. Thus, there is no relevance to management's argument about their primary jurisdiction over interstation runs. Besides, management witness Knoll acknowledged that in offices like Lynnwood, where there are no Motor Vehicle employees, interstation runs are regularly assigned to Letter Carriers, as well as to other craft employees.

20. In the West Coast case, Arbitrator Garrett expressly recognized that the broad scope of duties falling within a particular craft's job description may be performed by other crafts in facilities where there are no incumbents of the primary craft. Likewise, Arbitrator Gamser in the R.I. 399 case specifically noted that a recognition of primary jurisdiction at the national level does not establish a basis for reassigning work at the local level.

21. The NALC does not concede that its right to perform the AM Shuttle would have been trumped by the introduction of the Motor Vehicle craft at Lynnwood.

22. The NALC's position should be sustained, and an award should be issued affirming that reassignment of the A.M. Shuttle from the City Letter Carrier craft to the Clerk craft violated the NALC-USPS Agreement. As a remedy, the disputed work should be returned to the Letter Carrier craft, and any Letter Carrier craft employee adversely affected by management's improper transfer of the work should be made whole.

APWU Position

Like the NALC, the APWU asserts that management violated the National Agreement by reassigning the one-hour AM shuttle run at the Lynnwood, Washington post office from the City Letter Carrier craft to the Clerk craft. Its main arguments in support of that position are summarized as follows:

1. Because the work in question had been historically assigned to the City Letter Carrier craft, its assignment to a Clerk was improper.
2. It is undisputed that the primary craft for the A.M. Shuttle would be the Motor Vehicle Service craft, had it existed at Lynnwood. In the absence of that craft, however, the one historically assigned the work at Lynnwood or at any given location has jurisdiction over the work.
3. When work has not been specifically assigned to a craft by Regional Instruction 399, which sets forth the rules between the Clerk and Mail Handler crafts, local historical assignments are controlling.
4. Numerous National awards support the foregoing conclusion (See H7S-3A-C 24946, *et al* (Mittenthal, 1994).

5. The Employer's argument that it is permissible to cross craft lines in the interest of efficiency has no justification. As noted by Arbitrator Bloch [H8S-5C-C 8027 (Bloch, 1982)], "There is no reason to find that the parties intended to give Management discretion to schedule across craft lines merely to maximize efficient personnel usage; this is not what the parties have bargained."

6. Article 7.2 states that the "work" of a craft is not "normally" to be assigned to different crafts, and the extraordinary situations which permit work assignments across craft lines are spelled out in and limited by that provision.

7. The reliance of the Postal Service on Section 10(k) NLRB decisions is understandable, as the case law under that Section is notoriously pro-employer. But the Arbitrator's jurisdiction is limited to deciding the contractual dispute presented. Neither Section 10(k) nor its principles have ever been incorporated into the National Agreement, and they must be disregarded.

8. The 1975 MOU on craft disputes has long been expired. That its criteria are the same as those in Article 1.5 is immaterial, for that provision applies only to the assignment of newly created positions to the appropriate national craft, not to local work assignments.

9. The grievance should be sustained, and the matter should be remanded to the local for consideration of the appropriate remedy.

OPINION

The Agreement Language

The parties' contractual arguments stem primarily from three provisions of the 1990-1994 Agreement: Article 1 (Union Recognition), Article 3 (Management Rights) and Article 7 (Employee Classifications). With regard to Article 1, the Employer notes that the craft jurisdiction criteria listed in Section 1.5 are identical to those adopted in a Memorandum of Understanding by the multilateral 1975 Committee on Jurisdiction to be used in settling jurisdictional disputes. The Employer points out as well that those criteria are consistent with existing NLRB law. While those claims are true, it is important to recognize that the Memorandum of Understanding is no longer in effect. Moreover, the current existence of craft jurisdiction criteria in §1.5 has not convinced the Arbitrator that the parties intended to employ them in disputes such as the one under consideration here.

Section 1.5 is entitled "New Positions." It focuses exclusively on situations where the Employer has created one, and needs to determine the national craft unit to which the position should be assigned. For that purpose the parties adopted in §1.5.A the six criteria contained in the former 1975 Committee on Jurisdiction's Memorandum of Understanding. Nothing in §1.5.A suggests that the parties had any intention of using those same criteria in situations like the present one, though, where the dispute relates to work comprising but a portion of a position already in existence.

The language of §1.5.B lends support to the above conclusion, for it sets forth the parties' agreement that the Employer must notify "[a]ll Unions party to (the) Agreement" of "assignments made under this provision." Obviously, it would have been

inappropriate for the Employer to have notified all of those unions about its intent to transfer the A.M. shuttle work in Lynnwood, Washington from a City Letter Carrier to a Part-Time Flexible Clerk. Indeed, the outcome of that work assignment consideration would have had virtually no direct impact on unions besides the NALC and the APWU. It seems abundantly clear from the language of §1.5 that the parties did not contemplate its application to anything but the assignment of newly created positions to appropriate national crafts.

Article 3, §C mirrors the parties' mutual intent to ensure that the Employer has the right to "maintain the efficiency of the operations entrusted to it." Certainly, no reasonable person could overlook the obvious operational efficiency element of this case. Sound organizational logic dictates that if the Part-Time Flexible clerk had to travel from Lynnwood to the Alderwood Manor Station and the non-personnel Annex anyway, it would make no sense to have an additional person --- the Letter Carrier on route 3664 --- make the same trip to transport the box section mail. Having both a PTF Clerk and a Letter Carrier make that trip seems like the very antithesis of operational efficiency.

Section D of Article 3 also applies to the present dispute, for it confirms management's contractual right to determine "the methods, means, and personnel" by which Postal Service operations are conducted. So long as it does not violate other provisions of the National Agreement in doing so, management has a general right to make those determinations.

Article 7, §2A provides general support for the proposition that the historical jurisdictional lines between and among the Unions party to the National Agreement should not "normally" be crossed. There are limited exceptions, however. According to

§7.2A management can combine work from different crafts into a given job to provide "maximum full time employment." But that was not done in the present case. Here, the Part Time Flexible Clerk position did not advance to full-time status with the addition of the A.M. shuttle run.

The other §7.2A exception to its general prohibition against combining work from more than one craft into a single job is when it is done to "provide necessary flexibility." The Arbitrator notes, however, that §7.2A directs itself toward the establishment of "full-time schedule assignments." The present case is focused more narrowly on the transfer of just a small portion of a full-time Letter Carrier's position to the collection of tasks performed by a Part-Time Flexible Clerk. Accordingly, that transfer does not satisfy the §7.2A requirements to justify the assignment of work across craft lines. And without meeting that contractual standard, the reassignment does not qualify as a "necessary flexibility" exception under Article 7.

Overall, the Agreement provisions relevant to the instant case convey the parties' general pact about the importance of operational efficiency and management's right to maintain it through the ways in which work is assigned. But they also mirror the parties' pledge to place very restrictive limits on the combination of different craft work (e.g., Letter Carrier and Clerk work) into one job. Put another way, management has the contractual right to make cross-craft work assignments in the interest of operational efficiency, but only when doing so meets the requirements of Article 7, § 2A and other relevant Agreement provisions.

National Arbitration Awards

The parties have cited numerous precedent-setting National Awards in support of their respective positions. Those awards contain considerations important to the undersigned Arbitrator's interpretation and application of the Agreement language at issue here. The ones upon which the parties seemed to place the most emphasis are discussed chronologically in the following paragraphs.

The 1973 Gamser Award. The "Centralized Mark-Up" case decided by Arbitrator Howard Gamser in 1973 involved the Employer's decision to place the new "Distribution, Window and Markup Clerk" job in the clerk craft.[2] In deciding it, Gamser was compelled to interpret and apply the Article 1, §5 language regarding newly created positions. As already noted, that provision is not directly at issue in these proceedings, because the A.M. shuttle does not constitute a newly created position. The undersigned Arbitrator therefore concludes that the "Centralized Mark-Up" Award provides little if any guidance for resolving the present issue.

The 1974 Garrett Award. In his "Sioux Falls" Award, Arbitrator Syl Garrett evaluated the contractual propriety of the Employer's decision to transfer existing mail deliveries from NALC jurisdiction to that of the National Rural Letter Carriers Association (NRLCA).[3] The language of one relevant contractual provision considered by Garrett (Article 3 – Management Rights) has remained unchanged. The language of another (Article 7, §2A) has been revised somewhat meaningfully for the purposes of

[2] USPS and NALC and APWU, Case No. N-NAT-3061 (Gamser, 1973).
[3] USPS and NALC, Case No N-C-4120 (Garrett, 1974).

these proceedings, for a phrase that Garrett found to be significant no longer appears.[4] Moreover, Garrett concluded as follows from the record before him:

> The clear weight of the evidence compels a finding that the principal purpose in reassigning City Carrier work to Rural Carriers at Sioux Falls was to create rural route openings for six Rural Carriers who were to be displaced by route consolidations in other Post Offices. The improvements in efficiency subsequently claimed by Management are without detailed documentation, and appear essentially as rationalizations after the event.[5]

It is clear from Arbitrator Garrett's conclusion as reflected in the foregoing paragraph that operational efficiency under Article 3 was an important consideration. He found insufficient evidence to demonstrate that the management's transfer of work from City Letter Carriers to Rural Letter Carriers was done in pursuit of that objective. The present case is therefore distinguishable, for the Postal Service reassigned the A.M. shuttle to avoid a duplication of effort by a City Letter Carrier and a Part Time Flexible Clerk. Clearly, that purpose is an element of organizational efficiency and economy.

The 1975 Garrett Award. In his "West Coast" Award, Arbitrator Garrett once again ruled on the propriety of reassigning work across craft lines.[6] His decision attached varying weight to several evidentiary sources, including Key Position Descriptions; some early 1970s Memoranda of Understanding between the Postal Service, the APWU and the Mail Handlers Union; various provisions of the 1970 Postal Reorganization Act; sections of the Postal Manual; and the 1973 National Working Agreement. Relevant

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[4] The Garrett Award turned in part on his conclusion that management had not made a "studied effort" to maximize full-time employment opportunities and provide necessary flexibility.
[5] *Op. Cit.*, Note 3, at p. 19.
[6] USPS and National Post Office Mail Handlers, Watchmen, Messenters and Group Leaders Division of the Laborers' International Union of North America, AFL-CIO and APWU, Grievance Nos. AW-NAT-5753, A-NAT-2964, and A-NAT-5750 (Garrett, 1975).

portions of that National Working Agreement (Article III – Management Rights, and Article VII, §2 – Employment and Work Assignments) are identical to the provisions identified by those same article and section numbers in the present case. Garrett concluded in general that the 1971 National Agreement embodied a clear intent by all parties to protect the basic integrity of the existing separate craft units. Significantly, however, he included the following proviso under the subheading "4. Scope of the Present Decision":

> It should be understood, however, that the present rulings in no sense restrict Postal Service discretion to realign job duties, to make temporary assignments, to create new positions, or to establish additional full-time scheduled assignments which include work within different crafts, as long as such actions are in conformity with all relevant provisions of the National Agreement, including Article 1, Section 5; Article III; and Article VII.[7]

The above-quoted element of Garrett's "West Coast" Award underscores the proper role of prior National Awards in deciding current Postal Service cases at the national level. While the interpretive principles embodied in such Awards are precedent-setting, the detailed evidentiary records to which those principles are applied may vary significantly. Indeed, no two arbitration records are alike. That is undoubtedly why Arbitrator Garrett included the foregoing limitation in the "West Coast" Award, and it is why the undersigned Arbitrator is careful to distinguish the present case from those heard and decided in the past by other National Arbitrators. When viewed through that lens, Garrett's 1975 "West Coast" Award supports management's general right under Article 3 to make work assignments in the interest of operational efficiency, but only when such

[7] *Ibid,* at p. 60.

assignments are not repugnant to the craft integrity language of Article 1, §5; Article 7, §2, and other relevant sections of the current National Agreement.

The 1977 Garrett Award. The "Hollywood, Florida" case focused narrowly on management's decision to establish "direct holdouts" for certain apartment buildings, and relied in part on longstanding postal regulations expressly authorizing the creation of "directs."[8] Those particular regulations are not at issue here.

More generally, however, Garrett repeated his earlier caveat that the "West Coast" Award did not restrict the Postal Service's discretion to realign job duties, adding that such actions must conform to all relevant portions of the National Agreement, "including Article I, Section 5; Article III; and Article VII."[9] The Arbitrator in these proceedings concludes from a reading of the "Hollywood, Florida" Award that it contains no such restriction either.

The 1981 Gamser Award. In 1981 Arbitrator Howard Gamser decided a jurisdictional dispute between the APWU and the Mail Handlers Union (the "Regional Instruction 399" case) over the Postal Service's broad allocation of "primary jurisdiction" in several mail processing functions.[10] Gamser relied on both operational efficiency and national practice in generally upholding the allocations contained in Regional Instruction 399. Beyond that generic guidance, the 1981 Gamser Award is not applicable to the

[8] USPS and NALC, Case No. Q90N-6E-C 94051017 (Garrett, 1977).
[9] *Ibid,* at p. 22.
[10] APWU and National Post Office Mail Handlers, Watchmen, Messenters and Group Leaders Division of the Laborers' International Union of North America, AFL-CIO, Case No. AD-NAT-1311 (Gamser, 1981).

present case, which involves a local practice and the reallocation of a task from one craft to another.

The 1982 Mittenthal Award. Arbitrator Richard Mittenthal was called upon in 1982 to decide whether the Postal Service violated the National Agreement when it assigned a City Letter Carrier to mail distribution and other tasks at a detached lock box unit in Fargo, North Dakota.[11] Citing previous National Awards by Arbitrator Garrett,[12] Mittenthal embraced the following "contractual principle":

> The National Agreement "bars the transfer of regular work assignments from one national craft bargaining unit to another ... except in conformity with Article VII.[13]

Mittenthal reasoned on the basis of the above principle that if the mail distribution work in question were a "regular work assignment" of Clerks, the transfer of such work to City Carriers would be improper unless it could be justified by Article 7. He noted from the evidence before him that mail distribution in lock boxes had been handled in different ways, and concluded that the detached lock box in Fargo did not align with any of those circumstances. Arbitrator Mittenthal noted as well that no practice had been established for detached lock boxes, thereby implying that he would have considered any existing ones. The undersigned Arbitrator agrees with that reasoning, and will therefore attach some influence to the fact that in the present case a City Letter Carrier had been performing the Lynwood A.M. shuttle for many years before the Postal Service transferred that task to a Clerk.

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[11] USPS and APWU, Case No. H1C-4P-C-1792 (Mittenthal, 1982).
[12] Case Nos. AW-NAT-5735, A-NAT-2964, and A-NAT-5750 (Garrett, 1975).
[13] *Op. Cit.*, Note 11, at pp. 3-4.

The 1986 Zumas Award. Arbitrator Nicholas H. Zumas was faced in a 1986 National arbitration proceeding with the question of whether the Postal Service assigned the new position of Mail Processor, SP 2-37 to the appropriate national craft.[14] That case involved the application of Article 1, §5 to a newly created position. In his Award, Zumas reviewed each of its six criteria and applied them to the specific circumstances of the record before him. Since the present dispute arose over the reassignment of existing work, this Arbitrator does not find the Zumas Award to be particularly relevant.

The 1987 Zumas Award. Arbitrator Zumas heard and decided another jurisdictional dispute in 1987.[15] It involved the filling of 11 new full-time Elevator Operator positions in the St. Paul, Minnesota Post Office. In determining that the Postal Service had properly given selection preference to APWU Maintenance Craft employees, Zumas concluded that such work allocations could be made "for purposes of efficiency."[16] He did not reference a specific provision of the National Agreement, however. Rather, Zumas simply ruled that the Mail Handlers' reliance on an earlier Letter of Intent between themselves and the Postal Service had been misplaced. He also noted that the prior local practice of having Mail Handlers operate the elevators in question was not dispositive of the case. While the Zumas Award has instructive value generally, it offers no specific guidance as to the proper interpretation of Articles 1, 3 and 7 --- the provisions at issue here.

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[14] USPS and National Post Office Mail Handlers, Watchmen, Messenters and Group Leaders Division of the Laborers' International Union of North America, AFL-CIO and APWU, Case No. H1M-NA-C 14 (Zumas, 1986).

[15] USPS and National Post Office Mail Handlers, Watchmen, Messenters and Group Leaders Division of the Laborers' International Union of North America, AFL-CIO and APWU, Case No. H4M-4C-C-6032 (Zumas, 1987).

[16] *Ibid,* at p. 21.

The 1994 Mittenthal/Zumas Award. In 1994 Arbitrators Mittenthal and Zumas jointly decided a jurisdictional dispute involving letter carrier work in certain Virginia communities close to Washington, D.C (the "Oakton/Vienna" case).[17] They relied in their deliberations on a principle set forth in Arbitrator Garrett's "West Coast" and "Sioux city"Awards, noting that "... the jurisdiction of a 'craft' is to be determined by the 'established practice in each given Post Office ..."[18] In applying that principle, however, Arbitrators Mittenthal and Zumas added:

> We accept this concept also because it does leave room for legitimate jurisdictional challenges when work is changed to such an extent that the "established practice" can no longer be said to have persuasive force.[19]

The undersigned Arbitrator agrees with the well-reasoned Mittenthal/Zumas conclusions, which support the proposition that local practice with regard to the Lynwood A.M. shuttle should be considered, but should not be controlling if due to changing work-related circumstances there it no longer has "persuasive force."

The 1994 Mittenthal Award. In a jurisdictional dispute involving the APWU's claim to special delivery work, Arbitrator Mittenthal relied in part on Arbitrator Garrett's reasoning in the 1975 "West Coast" Award to conclude that Postal Service Unions can rely on Article 1, §1 to protect the basic integrity of their respective craft units.[20] While Mittenthal's Award supports the general notion that the customary way of doing things becomes the contractual way of doing things, the record which generated his findings

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[17] USPS and NALC and National Rural Letter Carriers' Association, Case No. H7N-NA-C 42 (Mittenthal/Zumas, 1994).
[18] *Ibid,* at p. 42.
[19] *Ibid,* at p. 52.
[20] USPS and APWU and NALC, Case Nos. H7S-3A-C 24946 and HOC-NA-C 14 (Mittenthal, 1994).

differs significantly from the one under consideration here. Besides longstanding work assignment practices with regard to special delivery work, Mittenthal also considered many additional circumstances not represented in the instant case. Accordingly, the undersigned Arbitrator finds the 1994 Mittenthal Award to be generally instructive, but not dispositive of the instant matter.

The 1998 Nolan Award. On July 14, 1998 Arbitrator Dennis Nolan took evidence on what he mused were "two of the oldest pending grievances in the USPS dispute resolution system."[21] The "Placerville/Cary" grievances arose from the Employer's shifting of certain deliveries from city to rural delivery service. In a somewhat unusual set of circumstances, all three parties to the dispute (i.e., the USPS, the NALC, and the NRLCA) selected Arbitrator Nolan to delineate appropriate principles in those two cases, with the hope that they could subsequently apply those principles to a host of additional pending jurisdictional disputes.

Nolan relied heavily on established practice (i.e., historical performance of the work by City Letter Carriers) to adopt a presumption in favor of NALC jurisdiction. He also considered the Employer's failure to allege either (1) that the work in question had changed enough to eliminate that practice, or (2) that the provisions of Article 7 had been satisfied.

In defining the scope of the Placerville/Cary Award, Nolan stated:

> Enforcing this long-standing principle (i.e., consideration of established practice, of work-related changes, and of Article 7 requirements) does not unduly bind the Postal Service in these middle-ground situations, nor does it freeze in amber any current inefficient practices. The Postal Service has

[21] USPS and NALC and NRLCA, Case Nos. W4N-5H-C-40995 and S1N-3P-C-41285 (Nolan, 1998); quote from p. 2.

> many ways to achieve the efficiencies expected by Congress. It can seek authority from Congress to make unilateral changes; it can negotiate changes in the National agreements; it can use its managerial powers to raise productivity within craft assignments; it can comply with the provisions of Article 7, Section 2.A. of the NALC Agreement; and it can try to breathe life into the 1975 Memorandum of Understanding on jurisdictional disputes (NALC Exhibit 7). There may be other possibilities as well. The only thing that the Postal Service may *not* do, in light of its contractual commitments, is unilaterally shift a sizeable number of deliveries from city to rural service in violation of a still-viable established practice.[22]

The principles set forth by Arbitrator Nolan in Placerville/Cary stem from his careful and exhaustive review of several authorities, including many of the National Awards reviewed herein. They are most instructive. Still, it is important to recognize that the cases heard by Arbitrator Nolan did not involve allegations of a duplication of effort. They were straightforward turf wars between the NALC and the NRLCA.

The 2001 Snow Award. In a fairly recent National Award involving these same parties, Arbitrator Carlton Snow considered whether the Postal Service violated the National Agreement by assigning operation of the Carrier Sequence Bar Code Sorter to the Level 4 Mail Processor position of the Clerk craft rather than to City Letter Carriers.[23] As it has done here, the NALC asserted in that case that the disputed work was within its exclusive jurisdiction. The APWU claimed jurisdiction over the work as well. The Postal Service argued that it had the contractual flexibility to make work assignments based upon efficiency and economy, especially since those were the primary objectives of its move toward delivery point sequencing. In evaluating those arguments, Arbitrator

[22] *Ibid,* at p. 23 (parenthetical explanation added).
[23] Case No. Q90N-6E-C 94051017.

Snow relied "heavily" on Article 1, §5 of the NALC National Agreement.[24] He noted its focus on new positions, and concluded that it was reasonable to employ §5 jurisdictional dispute criteria in matters involving such "new work" as operation of the Carrier Sequence Bar Code Sorter.[25] That element of the record evaluated by Snow is not present in the case under consideration here. That is, the A.M. shuttle run was not new work. By the time it was reassigned to the clerk craft, the run had been performed by a City Letter Carrier for approximately 24 years. The undersigned Arbitrator therefore finds no contractual mandate to rely on Article 1, §5 criteria in these proceedings. There is no contractual prohibition to their use either. Certainly, to the extent that some of them relate to maintaining operational efficiency (Article 3.C.), they are negotiated management rights applicable to a variety of situations. But again, the case at hand is distinguished from the one decided by Arbitrator Snow because the A.M. shuttle is not new work.

Generally, Snow embraced a multi-factor approach to deciding jurisdictional disputes. He recognized and found instructive the principles set forth in Article 1, §5, the criteria employed by the National Labor Relations Board, the standards contained in Regional Instruction 399, and the contractual right of the Postal Service to make work assignments in the interest of maintaining operational efficiency and economy. And appropriately, Arbitrator Snow placed the burden of proof on the NALC to justify overturning a managerial decision premised in good faith on promoting the efficient operation of the Postal Service. That Article 3 objective applies to the present case, even though it does not involve new work or a new position.

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[24] *Ibid,* at p. 26.

Summary. Detailed and objective study of the foregoing National Arbitration Awards has persuaded the Arbitrator that it is appropriate to consider the following circumstances of the present case, and not necessarily in this order: (1) established local practice; (2) operational efficiency, including the avoidance of effort duplication; and (3) the integrity of craft jurisdiction lines.[26]

Additional Authorities

Besides the National Agreement and prior National Arbitration Awards, the parties have referenced the M-39 Handbook ("Management of Delivery Services"), which is considered to be within the scope of Article 19 ("Handbooks and Manuals") of the National Agreement. Section 111.1 of that document cites the "high degree of efficiency" expected of all delivery service managers, thereby echoing the need for management's Article 3 authority to maintain the efficiency of the operations entrusted to it. Again, however, it is essential to recognize the contractual limitations the parties placed on management's discretionary powers under Article 3. They set forth in that same Article the proviso that such rights must be exercised "subject to the provisions of this Agreement." As noted earlier, the work assignment under review here does not appear to have met the requirements of Agreement §7.2A.

Section 243.21*b* of the Handbook was referenced in the Employer's direct examination of witness Philip Knoll, the Acting Manager of Delivery Support assigned to Postal Service Headquarters. That Section does not seem on point, however, because it

[25] *Ibid,* at p. 27. Snow also noted on p. 35 of his Award that the Article 1, §5 factors were "not necessarily dispositive."

applies to reducing the office or street time of Letter Carriers whose routes show (after correcting improper practices) a total daily time consistently in excess of 8 hours on most days of the week. In the present case there is no evidence that the route in question had that characteristic, and management did not transfer the A.M. shuttle simply to reduce the workload of an overburdened Letter Carrier.[27]

The Postal Service also made reference to the September 1, 2001 "NALC-USPS Joint Contract Administration Manual," arguing that it supports management's changes to practices that are no longer efficient or economical. The Arbitrator has considered that argument, but does not find it to be persuasive. Significantly, the cited Manual provision (Article 5 – "Changing Past Practices that Implement Separate Conditions of Employment") covers practices related to issues not mentioned in collective bargaining agreements. That is not the case here, for Article 7, §2A contains strict limitations on management's authority to assign work across craft lines.

The Employer made general reference to National Labor Relations Board (NLRB) case law as well, arguing that the criteria embodied therein support management's authority to consider a multitude of factors in making day-to-day craft assignments. Certainly, NLRB decisions over the years have permeated the thinking of the parties, the advocates, and the third-party neutrals involved in administering National Agreement Articles 1, 3 and 7. But the controlling authority remains the negotiated language of the

[26] The Arbitrator has also read and considered the numerous Regional Arbitration Awards submitted by the Postal Service and the NALC. While the reasoning employed therein is instructive, the non-binding nature of those Awards on a National level has influenced my decision not to discuss them in these pages.
[27] Knoll also testified about the alleged practice of allowing injured employees from different crafts to make inter-station mail deliveries. He admitted on cross-examination that the "Employee and Labor Relations Manual" specifically authorizes employees on rehabilitation assignments to cross craft lines (Tr. 116) The record before me contains no comparable written authorization for the work assignment at issue here.

National Agreement itself. It is that language which must drive the outcome of these proceedings.

Concluding Comments

The record developed in these proceedings is swollen with a cornucopia of information. It contains what the parties have all characterized as "controlling principles" from many different sources. It is my task to make sense of it all --- to attach appropriate weight to each evidentiary element and authority --- and to issue an Award which answers more questions than it raises. Faced with a similar set of circumstances, Arbitrator Nolan said the following:

> Indeed, the futility of translating principle into practice drives some to avoid the effort. In the Oakton/Vienna case, for example, two of the best arbitrators in the country (i.e., Mittenthal and Zumas) were compelled to describe attempts to establish objective criteria as "highly mischievous" because arbitrators could not possibly predict the impact the criteria would have in other locations. As a result, the most that any arbitrator can do is state or restate the general principles and then apply them to the instant grievances. If they perform that task well, their decisions should help the parties resolve some other pending disputes. If they do it poorly, their decisions may only invite more grievances. Ultimate answers to complex questions, as Arbitrators Mittenthal and Zumas recognized, "are best left to the bargaining table." Any jurisdictional arbitration award will therefore be but one step on what promises to be a very long road.[28]

Based primarily upon the negotiated National Agreement, and in consideration of the principles embodied in prior National Awards and other relevant authorities as discussed herein, the undersigned Arbitrator has concluded that while management has the contractual authority under Article 3 to maintain efficient operations, the work assignment decisions it makes in pursuit of that objective must conform to the provisions

[28] *Op. Cit.,* Note 21, at p. 15.

of Article 7, §2A. Depending upon the factual texture of other cases, additional Agreement provisions may be relevant as well. In any event, the Postal Service did not conform to the provisions of §7.2A when it took the Lynwood A.M. shuttle duties from a the bid route of a full-time City Letter Carrier and assigned it across craft lines to a Part-Time Flexible Clerk.

Section 7.2A provides the mantle of contractual legitimacy under which the Postal Service may "establish full-time schedule assignments" by assembling work from different crafts or occupational groups into one job. In the present case, however, the reassignment of the A.M. shuttle run did not result in the establishment of a full-time schedule assignment. It was not done "to provide maximum full-time employment," as the Section requires. The Arbitrator therefore concludes that the Postal Service violated the terms of §7.2A by its reassignment of the shuttle run.

The foregoing conclusion is not intended to minimize the Employer's Article 3 efforts to maintain operational efficiency. But the parties to the National Agreement placed strict contractual limitations on such efforts. Since the Postal Service did not conform to those limitations in the present case, the Arbitrator is duty-bound to issue the following Award.

AWARD

After careful study of the record in its entirety, including all of the evidence and argument submitted by the three parties, the Arbitrator has decided that management violated the National Agreement by reassigning the one-hour AM shuttle run at the Lynwood, Washington Post Office from the City Letter Carrier craft to the Clerk craft. The grievance is sustained. As a remedy, the Postal Service is directed to return the work in question to the Letter Carrier craft, and to make whole any Letter Carrier craft employee adversely affected by the violation.

Signed by me at Chicago, Illinois this 16th day of July, 2003.

Steven Briggs