

7 to 6 new cases
5" rule
C# 03237

.....
UNITED STATES POSTAL SERVICE

CASE NO. NB-NAT-3233

and

Changes in Casing Time
and Work Standards

NATIONAL ASSOCIATION OF
LETTER CARRIERS, AFL-CIO

ISSUED:

June 4, 1975

BACKGROUND

This case, before the Impartial Chairman for decision under Article XV of the July 21, 1973 National Agreement, is a national level grievance initiated by a December 2, 1974 letter of President Rademacher to Senior Assistant Postmaster General Brown, reading in relevant part:

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"Pursuant to the concluding paragraph of Article XV, Section 2, of the current National Agreement, the undersigned hereby initiates as a grievance at the national level the following dispute as to the interpretation of Article XXXIV:

"By unilaterally altering the size, shape and arrangement of cases, the Employer has imposed additional work on letter carriers without compensation, in violation of the first paragraph of Article XXXIV, and, in effect, has

changed the current and instituted new, work measurement systems and work and time standards, which are not fair, reasonable and equitable, in violation of paragraph two of Article XXXIV.

"Inasmuch as discussion has revealed that the parties are in irreconcilable disagreement over this question, and in view of the desirability of early resolution of this dispute, please consider this letter a request for arbitration within the meaning of the first paragraph of Section 3, Article XV, of the National Agreement, and a certification of the aforesaid case for referral to arbitration at the earliest possible date within the meaning of the second paragraph."

Article XXXIV of the 1973 National Agreement reads:

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"ARTICLE XXXIV
WORK AND/OR TIME STANDARDS

"The principle of a fair day's work for a fair day's pay is recognized by all parties to this Agreement.

"The Employer agrees that any work measurement systems or time or work standards shall be fair, reasonable and equitable. The Employer agrees that the Union or Unions concerned through qualified representatives will be kept

informed during the making of time or work studies which are to be used as a basis for changing current or instituting new work measurement systems or work or time standards. The Employer agrees that the national President of the Union may designate a qualified representative who may enter postal installations for purposes of observing the making of time or work studies which are to be used as the basis for changing current or instituting new work measurement systems or work or time standards.

"The Employer agrees that before changing any current or instituting any new work measurement systems or work or time standards, it will notify the Union or Unions concerned as far in advance as practicable.

"Within a reasonable time not to exceed 10 days after the receipt of such notice, representatives of the Union or Unions and the Employer shall meet for the purpose of resolving any differences that may arise concerning such proposed work measurement systems or work or time standards.

"If no agreement is reached within five days after the meetings begin, the Employer may institute or change such systems or standards.

"If after receipt of such notification is is necessary for a determination by the Union or Unions as to whether any of the matters dealt with in the notification are to be regarded by them as being in violation of paragraph 2 above, the Union or Unions shall, after reasonable notice to the

Employer, be permitted through qualified representatives to make time or work studies. If such studies are not completed prior to the Employer's instituting the new or changed system or standards, the studies may, nevertheless, be completed. There shall be no disruption of operations or of the work of employees due to the making of such studies. Upon request, the Union representative shall be permitted to examine relevant available technical information necessary to complete the Union's study. The Employer is to be kept informed during the making of such studies.

"If after initiating a change the Union or Unions concerned believe there is a violation of the above second paragraph, it is expressly understood that the matter is grievable."

The case initially was heard on February 4 and 5, 1975. Another hearing was held on March 11, 1975 following application of the NALC for an interim award. Such an interim award was issued on March 13, 1975, directing that (pending issuance of a final Award) the Postal Service "refrain from applying the old standards in making route inspections, in any instance where the case has been remodeled, either for (1) route evaluation, or (2) imposition of discipline." By agreement of the parties, their principal briefs thereafter were filed as of March 28, 1975 and reply briefs as of April 14, 1975.

The basic facts are not seriously in dispute. For many years prior to passage of the Postal Reorganization Act the casing of mail was performed by Letter Carriers under time standards established by the Post Office Department. Casing involves placing mail in delivery sequence by sorting it into a case including a number of shelves, each of which is divided into a number of individual separations. Two types of mail are cased: "letter" size and "other" size. Letter size is placed directly in a separation designated for 1 or 2 separate addresses (sometimes 3) and ultimately withdrawn from the case in delivery sequence for placement in trays or strapping in bundles. Other than letter size mail is prepared for delivery in a two-step procedure which requires a significantly greater amount of time per piece.

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Over many years, since at least 1932, the standard case utilized by Carriers in the casing of mail included 7 tiers of shelves, with a 5" separation between shelves and 40 one-inch separations per shelf, although some 6-tiered cases with larger shelves also were in use at some locations. A new Methods Handbook, Series M-41 (herein called the new M-41), was issued as of June 14, 1974 to become effective September 1, 1974. Section 221.2 of the new M-41 states:

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"221.2 Arrangement of Separations

The standard city carrier case normally has 7 shelves with 40 one-inch separations in each, for a total of 280. The dividers are removable so that wider separations can be made for flat mail and for customers receiving larger volume. The basic case may be further modified

by adding wings, similar to the basic case, to provide for an even greater volume of paper and flat mail or for a great number of separations for letter-size mail. Modified cases with six shelves may be used where local management requires."

(Underscoring added.)

The new M-41 also included the following in Section 121.1 and 121.2:

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"121 OFFICE DUTIES

"121.1 Time Allowances

.11 Route or case all classes of mail in sequence of delivery along one or more established routes (see exhibit 1-2 for maximum time allowances). The accurate and speedy routing of mail is one of the most important duties of a carrier; you must be proficient at this task.

.12 Time standards for carrier office work (see exhibit 1-1) represent the minimum acceptable performance standards.

"121.2 Case Duties

.21 Rearrange and relabel cases as required by route adjustments and changes in delivery.

.22 Obtain mail and prepare it in sequence for efficient delivery by yourself or a replacement along an established route.

.23 Prepare and separate all classes of mail to be carried by truck to relay boxes along route for subsequent delivery.

.24 Check cases, vehicle, and equipment to make certain that no mail has been left behind, or fallen into or behind cases, under shelves, etc."

(Underscoring added.)

Insofar as here relevant the time standards for Carrier office work (noted in Section 121.12 above) provide:

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"Office time allowance shall be determined as follows:

Form 1838 Line No.	Work Function	Pieces per minute		
		1-Trip	2-Trip	3-Trip
1	Routing letter-size mail	18	18	19
2	Routing all other size mail	8	8	9"

Prior to the effective date of the new M-41 the definition of "letter-size mail" appeared as follows in the old M-39 Handbook:

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".42 Using Work Sheet

The following instructions cover the use of the work sheet:

a. Letter Size Ordinary Letters, Cards and Circulars. Includes all letter-size-pieces of 5 inches or less in width which can be cased into the letter separations. Includes misthrows of all classes and types of mail. Does not include newspapers, rolls, small parcels, flats, or magazines even though they may be cased with letter mail. For mounted routes only, do not include mailings designated for third bundle delivery."

(Underscoring added.)

In Section 922.41 of the new M-41 Handbook the definition of "letter-size mail" was changed to read:

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".41 Letter Size--Column 1

.411 Letter size (ordinary letters, cards, and circulars) includes all mail that can be cased into the letter separations without bending or folding--as well as mis-throws of all classes and types of mail. It does not include newspapers, rolls, small parcels, flats, magazines, or catalogs even though they are intended for casing with letter mail."

(Underscoring added.)

As already noted, the new M-41 Handbook also included 10
in Section 221.2 a qualifying sentence (in respect to the
standard 7-shelf case) indicating that "Modified cases with
six shelves may be used where local management requires."

The full significance of these new provisions in the 11
M-41 Handbook did not become fully apparent until issuance of
the Postal Service Methods Improvement Plan and Standard Oper-
ating Procedures (herein called MIP) as of October 11, 1974.
Primarily intended for internal Management guidance throughout
the Postal Service, this included the following introductory
paragraphs:

"Method Improvement Plan"I. IntroductionA. Background

The USPS had been developing engineered work standards as part of a system to establish fair and equitable eight hour routes. These new work standards are part of a completely new system called the Letter Carrier Route Evaluation System (LCRES) and are based on specific operating methods. In order for the work standards to apply, your unit must be using the specific standard operating procedures on which these new work standards are based.

(Underscoring added.)

B. Purpose

To prepare for the implementing of new standards for letter carriers, a method improvement plan (MIP) has been prepared. The plan details operating procedures and individual work methods which will be the basis for the improvement effort in every unit in the nation. There is no attempt to describe all current work practices as they are not all cost effective. These methods and procedures are flexible enough to fit any area and delivery unit served. They must be installed now.

"C. Management Duties and Responsibilities

The methods improvement plan is not intended to cover your duties and responsibilities in detail, they are covered in the Management of Delivery Services, Methods Handbook M-39. Its major purpose is to assure that you know what is expected where methods and procedures are concerned. You have the responsibility to implement these methods.

When the use of one of the optional methods or procedures is necessary due to local conditions, you select the one providing the most effective operation in your unit. Options are listed in order of their effectiveness, consider them in the priority of their listing. Some require approval of your Sectional Center Manager due to their importance to the overall system. Approval is to be sought through the usual chain of command.

Coordination of delivery functions with mail processing is extremely important and a delicate balance of procedures and volumes of mail processed can optimize effectiveness in both delivery and distribution functions. Service standards must be given full consideration. It will be necessary to coordinate delivery functions with mail processing more closely than at present.

Some rearrangement of the workroom floor may be also involved but this is not the major element of this effort. Whatever it takes to improve the methods of operation in your unit will be your responsibility to determine and your responsibility to implement; just make certain your unit is following the methods described."

Section II-D-3-a of MIP included the following:

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"Carrier case, Item 124, is the basic letter case for use on all letter carrier routes. Wing cases, Item 143 and 144 may be used for letters only under conditions described below, and only when a two bundle system is used. This system is described in detail in the Standard Operating Procedures section of MIP. Letter cases should be converted to provide 6" space between shelves, six shelves per each Item 124 case ... "

On January 10, 1975 USPS National Headquarters issued field instructions for modification of carrier cases from 7- to 6-shelves. This included the following introductory paragraphs:

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"Introduction

This bulletin provides instructions for the modification of carrier cases from a seven shelf case to a six shelf case. This affects the basic #124, #144 cases and the #143 wing cases. There are two designs for steel and one design for wood. The procedures that follow will cover all designs. However, because of the simplicity of the change and the variance in some design aspects, the actual method of making the change is optional. Several of

these methods are noted in the following steps. Also, since the number of cases to be changed vary widely from one or two to possibly two or three hundred in different offices, the method, tools, jigs and materials are as required and cover all conditions.

"It is not the intent that a 'crash' program be initiated to accomplish this modification. The change over should be achieved in an orderly fashion to meet local situations and as directed by Regional and/or District offices. Where the methods improvement program is implemented, the District Manager will supply the installation head with a copy of this postal equipment modification order."

Even before issuance of these specific instructions for modification of the standard cases, many Post Offices throughout the country had undertaken such modifications through various improvisations. In many instances such local modifications resulted in variations in the amount of shelf space, not only from case to case but also within individual cases. In Little Rock, Arkansas, the difference between shelves varied from 5-5/8" to 6-1/4", whereas in Phoenix, Arizona, the range was from 4-11/16" to 7-3/4".

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As to both steel and wood cases, the January 10, 1975 directive indicated that the remodeling of the cases should be undertaken in such way as "to give equal spaces to the six shelves." Nonetheless, it appears that there are variations

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in overall case size (from the bottom of the bottom shelf to the top of the top shelf) and that there even may be such variations from one side of a given case to the other side. Under these circumstances a certain tolerance must be allowed in approximating 6-inch separations in each shelf of the modified cases.

Annual route inspections, designed to determine the amount of work on each route, are conducted with a view toward adjusting the route to eight hours of work. In accomplishing the inspection, the office time of each carrier is determined on the basis of either (a) actual time utilized for each function, or (b) a maximum allowable time for each function. The results are set forth on a Form 1838 for each inspection. The maximum allowable time (or standard) for casing mail includes two components: one for letter-size mail, and the other for other than letter-size mail. As noted above, the maximum allowable time for casing letter-size mail is 18 pieces per minute, and for casing other than letter-size mail is 8 pieces per minute. The present case was precipitated when the Postal Service began using the new definition of letter-size mail for annual inspection purposes and also began to change cases from 7 to 6 shelves in many locations late in 1974.

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THE ISSUES

Although the parties' statements of the issues now ripe for decision differ somewhat, it appears that three basic questions must be settled in this case:

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1. Whether the program for modifying cases from 7 to 6 shelves violated Articles XXXIV and V of the 1973 National Agreement. 18
2. Whether the Postal Service violated Articles XXXIV and V by redefining letter-size mail in the new M-41 Handbook. 19
3. Whether continued application of the pre-existing 18-and-8 standards to the casing of mail, using the new definition of letter-size mail, was proper in view of Article XXXIV of the 1973 National Agreement. 20

CONTENTIONS

1. NALC

Basically, the NALC holds that the (a) changing of the standard case from 7-tier to 6, and (b) application of the new definition of letter-size mail, "independently and in combination" constituted a "speed up" in the pace of Carrier work. Since the new definition of letter-size mail has been utilized widely by the Postal Service in making route inspections and adjustments, and some disciplinary actions have been based upon findings of failure to meet the new standards, the NALC sees clear violation of Article XXXIV in the failure of the Postal Service to follow the procedure set forth therein. 21

The NALC urges that the new definition of letter-size mail compels Carriers to case pieces which range from 5" up to as much as 6½" in width at a rate of 18 per minute rather than 22

the previously applicable figure of 8 per minute. Application of the new definition must vary from case to case, and even from shelf to shelf in given cases because of variations in the height and width of the slots which have resulted from the conversion of 7-tier cases to 6-tier cases. The lack of a clear and easily applicable definition of letter-size mail, according to the NALC, also increases the difficulty of counting mail when a route evaluation is being made. The increased time required for counting, without any increase in the applicable standard, amounts to a speed-up, in the NALC analysis.

The NALC also asserts that the new bend and fold test requires placing larger amounts of mail into the case by inclusion of pieces up to 6½" wide. At the same time, the change in case configuration eliminates 40 separations per case and so requires the inclusion of a greater number of destinations or addresses within the separations. While one Postal Service witness at the hearing indicated that difficulty in applying the "bend and fold" test could be reduced if all doubtful pieces were measured vertically against the narrowest shelf of each case, the NALC stresses that this possibility never was announced by the Postal Service. Moreover, the NALC urges that application of such a test would create inequalities among the Carriers in view of the differences in dimensions of various cases and of shelves therein.

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The Union interpretation of Article XXXIV, for present purposes, initially emphasizes the assertion that this Article constitutes an agreement that work measurement systems and work and time standards in effect at the time the contract was negotiated were deemed mutually to be "fair, reasonable and equitable." Thus, in the Union view, any new or changed standards will meet the test of "fair, reasonable and equitable" only "if they do not speed up the pace" or increase the effort required of Carriers at the time the contract was executed.

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2. Postal Service

The Postal Service emphasizes that the 18-and-8 standard initially was established in 1922 and remained unchanged over the years even though there were changes in design and configuration of the cases, including both 6-tier and 7-tier cases. Up until 1964 the practical definition of "letter-size" mail amounted to whatever would fit in the letter separation in a given case based on the vertical measure. In 1959, the M-18 Handbook described letter-size mail as those "pieces which can be cased into the letter separations without folding." Finally, in 1964 the definition of letter-size mail was modified to state that pieces of 5" or less in width which can be cased into letter separations would constitute letter-size mail.

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The Postal Service asserts, moreover, that the change in case configuration and the new definition of letter-size mail both were effectuated "through the issuance of the new M-41 Handbook." Noting that the NALC has continued to assert throughout this proceeding that the change in case configuration violated Articles XXXIV and V, the Postal Service stresses that such action clearly represents the exercise of a Management function under Article III of the 1973 National Agreement "to determine the methods, means and personnel by which operations are to be conducted." The Postal Service also stresses that the new definition of letter-size mail, in itself, could not constitute a change in work standard. Indeed, it claims that there was no real change in definition but only a change in "the manner in which the definition of letter-size mail has been stated." Thus it urges that the maximum height of letter-size mail always, in fact, has been equal to the vertical measure of the shelves in carrier cases. Prior to the first

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publication of a definition in 1959, the vertical measure necessarily was utilized in implementing the 18-and-8 standard. It was only because problems arose in applying the 1959 definition that a new definition was adopted in 1964 with the specific 5" test. According to the Postal Service, moreover, the concept "remained constant as the height of letter-size mail continued to be tied to the vertical measure of the shelf." Accordingly, it suggests that the new 1974 definition simply continues to apply this basic concept. Conceding that use of the new definition, with the changed case configuration, will mean that more pieces are cased as letters, the Service nonetheless characterizes this as simply a redistribution of work within existing time standards.

One NALC witness testified that approximately 90 pieces of mail were cased as letter-size in a 6-tier case, under the new definition, which formerly would have been cased as "other size" mail. The Postal Service deals with this testimony as follows:

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"These 90 letters, going into a case with 240 separations, and perhaps 400 deliveries is, according to the NALC, going to jam the case, filling each separation to capacity, making insertion of each piece substantially more difficult. How this jamming of the case will occur when the additional pieces add, on an average, only one letter per four deliveries, was not explained by the Union. Clearly, the specter of a case bursting at the seams is no more than a figment of the NALC's imagination.

"Interestingly, the NALC, while asserting that the case will be jammed as a result of the modification, does not consider it 'critical' that the wing case is available to relieve such a situation. The Methods Improvement Plan and Standard Operating Procedure calls for the use of the wing case under circumstances in which either the number of deliveries or the volume of mail might have a tendency to cause crowding. The wing case affords many extra separations should they be required, thus, the possible problems caused by a crowded case are avoided by adding additional separations in a wing case."

Since the NALC claims violations of Article V, as well as Article XXXIV, the Postal Service emphasizes, finally, that drafts of the new M-41 Handbook were presented to the NALC for its review and discussion. Indeed the draft M-41 which was discussed on November 1, 1973 included the new definition of letter-size mail. The Section including this definition was discussed by the parties and a change made at the request of the NALC. The drafts of the new M-41 also noted the possibility that "modified" cases with 6 tiers might be used "where local management requires." It was not until a meeting on June 25, 1974 (after the new M-41 Handbook had been prepared for final transmittal) that the NALC expressed its concern about the impact of the new definition.

FINDINGS

At various stages in this case the NALC has suggested that the adoption of the new definition of "letter-size" mail, and the initiation of a national program for modifying cases constitute unilateral actions in violation of Article V of the 1973 National Agreement, reading:

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"ARTICLE V--PROHIBITION OF UNILATERAL ACTION

"The Employer will not take any actions affecting wages, hours and other terms and conditions of employment as defined in Section 8(d) of the National Labor Relations Act which violate the terms of this Agreement or are otherwise inconsistent with its obligations under law."

This provision necessarily must be read in light of Article III--Management Rights, as well as other relevant provisions of the National Agreement. Article III-D recognizes the Employer's exclusive right, subject to the provisions of the National Agreement (and applicable laws and regulations): "To determine the methods, means, and personnel by which ... operations are to be conducted." Such Management authority obviously would include (1) determination of the size and configuration of the standard carriers' case, and (2) determination of the methods by which mail would be sorted into such cases. The NALC points to no provision of the National Agreement which the change in case configuration and definition of letter-size

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mail could be said to violate (within the meaning of Article V) except for Article XXXIV. And on its face, Article XXXIV seems to contemplate that work standards may be changed, particularly where changed conditions occur or new operating methods are adopted.

Insofar as Article XIX--Handbooks and Manuals, might have been applicable to the development of the new M-41 Handbook, moreover, this provision expressly recognizes that changes in existing handbooks may be made "that are not inconsistent with this Agreement and that are fair, reasonable, and equitable." Finally, there is no suggestion here of any failure to observe the procedural requirements of Article XIX.

When (1) the Postal Service launched-its program to modify the standard case from 7 tiers to 6, and when (2) it adopted a new definition of "letter-size" mail in the new M-41 Handbook, therefore, these separate actions--standing alone--did not violate Article V.

The real problem in the present case, however, is whether the Postal Service complied with Article V and Article XXXIV when it changed the standard case configuration from 7-shelf to 6, and used a new definition of "letter-size mail," while nonetheless continuing to apply the old 18-and-8 work standard for purposes of annual inspections, route evaluations, and disciplinary actions. In judging the propriety of this action, it is appropriate to make clear first that the figures "18-and-8," standing alone, are meaningless. They become important, as part of work or time standards, only insofar as they relate to some defined set of conditions. It is obvious that the

definition of "letter-size" mail, and the physical conditions under which it must be cased (i.e., the dimensions and configuration of the case) thus are critical elements on which the standards rest.

Both as initially adopted in 1971 and as renegotiated effective July 21, 1973, Article XXXIV expressly states: "The Employer agrees that before changing any current ... work or time standards, it will notify the Union or Unions concerned as far in advance as practicable." Once such notice is given, the detailed procedural steps of Article XXXIV then must be followed until final resolution of any issue as to whether new or changed work or time standards are "fair, reasonable and equitable" within the meaning of the second paragraph of Article XXXIV. 34

The Postal Service did not follow these procedures because of a belief that there was no change in any "current ... work or time standards." Thus it contends that the new definition of "letter-size" mail simply constitutes a continuation of the concept--initially adopted in 1922--that the height of letter-size mail was "tied to the vertical measure of the shelves." 35

This argument overlooks the fact that the meaning and application of Article XXXIV must be determined as of the time it was adopted in July of 1971. At that time the standard case consisted of 7 shelves, or tiers, and the definition of letter-size mail was specifically limited to pieces which were 5" or less in width. When the Postal Service undertook to increase substantially the width of letter-size mail and to reduce the number of possible separations in the standard case from 280 to 240, it changed two essential elements upon which 36

the "18-and-8" standard rested when Article XXXIV was adopted by the parties. Thus it necessarily changed an existing standard when it began to use a significantly new definition of "letter-size" mail without following the procedures in Article XXXIV.

The facts that the 18-and-8 standard initially was developed in 1922 without benefit of a precise definition of "letter-size" mail, and was applied loosely thereafter to both 7- and 6-tier cases (with and without wing cases) thus are irrelevant for purposes of applying Article XXXIV in 1971 and thereafter. Other evidence in this record conclusively supports this conclusion. The Methods Improvement Program launched by the Postal Service officially early in 1975, in itself leaves no doubt that the Postal Service was engaged in developing engineered standards for application to the Letter Carriers' work. The Introduction to the MIP stated: "These new work standards are part of a completely new system called the Letter Carrier Route Evaluation System (LCRES) and are based on specific operating methods." The MIP details operating procedures and individual work methods and directs that letter cases should be converted to provide a 6" space between shelves (with 6 shelves per each Item 124 case) and describes the two bundle system as "the basic casing system used with the new work standards." On the face of these statements in the MIP, there should be no serious question that Article XXXIV is applicable here, and should have been followed by the Postal Service.

REMEDIAL ACTION1. Compliance with Article XXXIV

Under the second paragraph of Article XXXIV the NALC must be kept informed "during the making of time or work studies" which are to be used as a basis for changing current work or time standards applicable to City Carriers. This paragraph also contemplates that the NALC President can designate a representative to observe "the making of time or work studies" which may be used as the basis for changing current work or time standards. Since new or changed work or time standards now are required for the casing of mail when the new definition of "letter-size" mail is utilized, any such standards properly may be developed only on the basis of careful studies made under representative conditions.

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In remedying the failure to observe Article XXXIV, therefore, the essential first step is to direct the completion of adequate work or time studies, under fairly representative conditions, with full opportunity for an NALC observer to be present. Once such careful studies have been completed, and new or changed work standards thereafter have been developed by the Postal Service, then the subsequent procedural steps specified in the last five paragraphs of Article XXXIV will be applicable and (absent agreement of the parties upon some other procedure) must be followed until all issues with respect to the propriety of any new or changed standards are resolved.

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2. Pending Full Compliance With Article XXXIV There Are No Enforceable Work Standards

Until the procedural requirements of Article XXXIV have been observed faithfully by the Postal Service, it necessarily follows that there can be no valid or enforceable work or time standards for casing mail using the new definition of "letter-size" mail. Even if, for convenience, the old 18-and-8 standards were to be used as a rough guide for casing of mail during route inspections, nonetheless these out-moded standards cannot provide any proper basis for changing an existing route or for imposition of discipline because of alleged inadequate performance. The Award herein thus will prohibit any such applications of the old "18-and-8" standards.

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Once adequate studies have been completed under the second paragraph of Article XXXIV, and the steps specified in the third and fourth paragraphs have been completed, then any new or changed standards developed by the Postal Service may be installed as contemplated in the fifth paragraph (if the parties have not otherwise reached agreement). When new or changed standards are installed in this manner, they will become effective for purposes of inspections and route evaluation, subject to further review as contemplated in the last two paragraphs of Article XXXIV.

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3. Status of the Interim Award

The March 13, 1975 Interim Award herein directed the Postal Service to refrain from applying the old standards for purposes of route evaluation or application of discipline in

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any instance where the case had been remodeled from 7- to 6-tier pending issuance of the final Award in this case. Upon issuance of the present Award, the March 13, 1975 Interim Award becomes inoperative.

In view of the analysis already set forth in this Opinion, there is no need here to set forth detailed reasons for issuance of the Interim Award. Since the Postal Service (1) denied that Article XXXIV was applicable, (2) was proceeding with a nation-wide program to convert substantially all 7-tier cases to 6 tiers, and (3) was evaluating routes and imposing discipline on the basis of the plainly inapplicable old standards, the Impartial Chairman deemed it essential to avoid undue hardship and a torrent of grievances, all essentially protesting the clear failure to observe Article XXXIV. 43

It should be emphasized, however, that the granting of such interim relief in arbitration is highly unusual and was deemed appropriate in this case only because the Postal Service was in default as to an obligation owed directly to the NALC itself, as representative of all of the City Carriers who might be affected by the new work standards. Management initiative, in the exercise of its basic functions, would be seriously impaired by any widespread resort to such an unusual arbitral remedy. The present case thus constitutes no precedent for invoking such remedy in future cases involving different circumstances. 44

One special problem which arose under the Interim Award should be noted. On April 28, 1974 the NALC filed a Motion to Enforce the Interim Award in several locations in Florida, where cases had been converted from 7-tier to 6-tier by "compression." (Compression was accomplished by instructing Carriers to compress their delivery stops into 6 rows of 45

a 7-tier case, leaving one shelf unused.) Thereafter inspection counts were conducted in these locations and Carriers counseled for failure to meet the old 18-and-8 standards. Discipline allegedly was imposed in one case. Complaining that the Postal Service (1) had refused to rescind the counts and inspections, (2) to remove the discipline, or (3) to cancel annual route inspections at the involved stations, the NALC requested an order that the Postal Service show cause why a supplemental order should not issue, declaring that the "compression" of cases constituted a "remodeling" within the meaning of the Interim Award, and directing the Postal Service to rescind all counts and inspections made at these stations after March 13. On May 5 the Postal Service replied, requesting that the return date for the show cause order be no earlier than May 16, and stating that it had postponed all route inspections in the involved locations until further notice. The Impartial Chairman granted the request for the May 16, 1975 return date. As of May 16 the Postal Service responded that there had been no remodeling of any of the cases in question, since only the number of separations to be used had been reduced. Since the Postal Service meanwhile had postponed all route inspections at these locations, there was no apparent need for any special action by the Impartial Chairman in regard to the NALC Motion to Enforce. Now, moreover, any substantive issues suggested by the Motion to Enforce the Interim Award are settled by the present Decision.

A final word. As a special remedy or sanction, the NALC requests overtime pay for all affected Carriers (whose routes may have been adjusted), based on the difference between the times determined, for casing mail, under the old 18-and-8 standards and any new standards which ultimately may be developed under Article XXXIV. It is dubious that any such broad

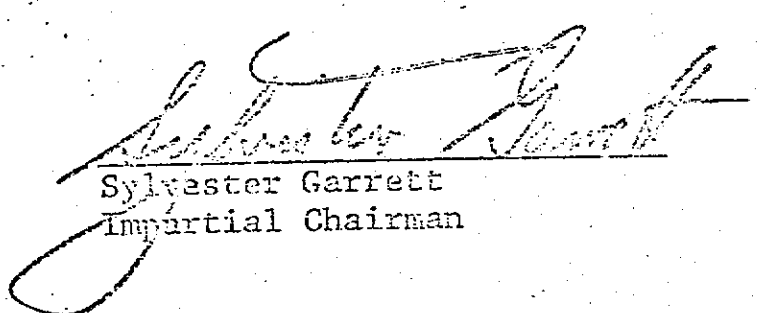
remedy could be applied accurately as a practical matter. In any event there is no demonstrated need for such a remedy, since any Carrier who actually was required to work overtime because of a route adjustment presumably has been paid for such overtime hours.

AWARD

1. The nation-wide program to modify the standard case from 7 to 6 shelves, standing alone, did not violate either Article V or Article XXXIV. 47
2. The inclusion of a new definition of "letter-size" mail in the new M-41 Handbook, standing alone, did not violate either Article V or Article XXXIV. 48
3. Substitution of the new definition of letter-size mail for the prior definition, which was part of the old 18-and-8 standard, was in violation of Articles V and XXXIV, since it constituted the application of new work standards without observing the procedural requirements of that Article. 49
4. The Postal Service promptly shall proceed to comply with Article XXXIV in the manner specified in the present Opinion. 50
5. Pending full compliance with the procedural requirements of Article XXXIV, the Postal Service hereafter shall not use the new definition of "letter-size" mail as part of established work standards, for purposes of route adjustments or the application of discipline. 51

6. Any route adjustments, disciplinary actions, or other actions prejudicial to the rights of individual Carriers which were based upon use of the new definition of letter-size mail as part of the old 18-and-8 work standards, are invalid only to the extent based upon such improper application of the new definition. Any route adjustment made on the basis of an improper use of the new definition of letter-size mail (in applying the old 18-and-8 standards) shall be reconsidered promptly upon the basis of the old "letter-size" definition or upon the basis of new standards developed in the manner outlined in this Opinion. 52

7. Any issues which may arise as to the application of Paragraphs 5 and 6 of this Award to individual Carriers shall be processed through the grievance procedure established under Article XV of the National Agreement. 53


Sylvester Garrett
Impartial Chairman