

BASE MINIMUM TIME

C#03229 X

UNITED STATES POSTAL SERVICE

CASE ND-NAT-0001

and

ISSUED:

NATIONAL ASSOCIATION OF LETTER
CARRIERS, AFL-CIO

August 27, 1979

ARTICLE XIX

BACKGROUND

This case involves interpretation of a July 21, 1978 Memorandum of Agreement between USPS and the NALC, developed during the 1978 NALC craft negotiations. A hearing was held in Washington D. C. on April 4, 1979. Post-hearing briefs were filed as of June 25, 1979.

The July 21, 1978 Memorandum contemplates numerous changes in Methods Handbook M-39--Management of Delivery Services, which resulted from collective bargaining. Particularly pertinent sections in the Memorandum relate to agreed modifications in count forms (Forms 1838 and 1838-A) used during the count and inspection of Letter Carrier routes which normally occur on an annual basis.

It is unnecessary here to reproduce the Form 1838. On its face it lists all of the separate items of work which may be performed by City Carriers in their daily duties on Lines numbered 1 through 23. The development of "time allowances" for such work items, as an aid to ultimate evaluation and adjustment of city routes on an annual basis, is covered by the following page in the M-39 Handbook:

TIME ALLOWANCES FOR CARRIER OFFICE WORK

Office time allowance shall be determined as follows:

Form 1838

Line No.

	<u>Work function</u>	<u>Pieces per minute</u>		
		<u>1-Trip</u>	<u>2-Trip</u>	<u>3-Trip</u>
1	Routing letter-size mail	18	18	19
	Routing all other size mail (Use Notice 26, Maximum Time Allowance for Routing Mail, to convert pieces to minutes.)	8	8	9
4	Strapping mail in bundles or placing in trays, preparing relays and placing mail into satchel; for each 70 pieces regardless of character of mail(minimum allowance 3 minutes).		1	
8	For each 10 pieces of all classes of mail separated for forwarding or return.		1	
9	Second-class marked up (for each 2 pieces handled for forwarding or return).		1	
10	For each Form 3579, Undeliverable 2nd, 3rd, 4th or Controlled Circulation Matter.		2	
11	For each 4 pieces marked up.		1	
12	For each change of address, including Form 3546, recorded on Forms 1564, 1564-B, and 3982.		2	
13	Insured receipts turned in.		1	

Representative time in minutes will be allowed for the following work functions:

14	Registered, certified, COD, customs and postage-due; keys, Form 3868, signing for, returning funds and receipts, and for partial completion of Form 3849 (name or address for identification).
15	Withdrawing mail (from distribution cases, sacks, and/or hampers).
16	Sequencing and collating by-pass mail.
17	Strapping out time (when mail must be placed in order of delivery). See 922.51d of Handbook M-41.
18	Loading (motorized routes and driveout agreement routes with relays only).
19	Vehicle inspection. See 922.51f of Handbook M-41.
20	Personal needs, etc. (Time allowances are printed on the form for each trip, and must not be changed.)
21	Office work not covered by form. (Work functions must be identified and approved as being necessary and of a continuing nature.) (Use "Comments" section.)
22	Waiting for mail (office) and all other office activities not performed on a continuing basis which are excluded in computing the net office time. (Use "Comments" section.)
23	Counting mail and filling out Form 1838 worksheet.

Central Markup System Only

4	Strapping mail in bundles or placing in trays, preparing relays and placing mail in satchels; for each 70 pieces regardless of character (minimum allowance 3 minutes). Strapping mail in bundles for markup at central unit. Lines 1-2-3 combined mail volume (strapping out pieces and markup pieces) is used in determining time allowance at 70 pieces per minute.	1
11	For each 4 pieces marked up (mail marked Deceased, Temporarily away, Refused, Vacant (Occupant mail of obvious value only) or No Mail receptacle).	1
21	Office work not covered by form. (Work functions must be identified and approved as being necessary and of a continuing nature.) (Use "Comments" section.) Travel (one trip) from carrier case to markup unit and/or throwback case and return.	Actual time

NOTE: For piece items, grant the next higher allowance in minutes for fractional units.

Section 4 of the July 21, 1978 Memorandum undertook,
by revising Section 222.214 of the M-39 Handbook, to change the
treatment of some work items listed on the Form 1838. This
Section reads:

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"4. Section 222.214 is modified to read:

a. Lines 1 through 13

1. Line 1. Record one (1) minute
for the routing of each eighteen (18)
pieces of letter-size mail in the standard
six-shelf case.

2. Line 2. Record one (1) minute
for the routing of each eight (8) pieces
of other size mail in the standard six-
shelf case.

3. Line 4. Record one (1) minute
for the strapping out of each seventy (70)
pieces of mail, with a minimum of three (3)
minutes.

4. Lines 8-13. Record the appro-
priate time allowance based on the stan-
dards set forth in Exhibit 2-5.

5. No time entries are made on
lines 3, 5, 6, or 7.

b. Lines 14 through 23. The entries
on lines 14 through 23 except line 20 are
obtained from carriers recorded time on
Form 1838 worksheet. (NOTE: Items on lines
14 through 23 are work functions for which
actual time is recorded and the recordings

"are in minutes.) Total entries in the Elapsed Time Column for each function and transfer to columns (e), (f), and (g) as appropriate.

There shall be established for each letter route a base minimum time allowance for each of line functions 14, 15, 19, and 21 on Form 1838 where applicable. Those base minimum times shall be fixed at 6 minutes for line 14; 5 minutes for line 15; 3 minutes for line 19; and 9 minutes for line 21. If during the week of count and inspection, the carrier's average actual time for any of those line items exceeds the base minimum time for the function, the carrier shall be credited with the average actual time, unless an adjustment to that time can be supported by appropriate comments on Forms 1838 or 1840 or any attachments thereto. In no event may the standard time for these functions be below the base minimum.

Comments such as 'excessive time,' 'too much time,' 'adequate or sufficient for this function,' 'used on day of inspection,' 'too slow pace,' and others similar thereto by themselves are not appropriate comments for the purpose of supporting any such adjustment. To be considered appropriate, those comments must set forth the reasons for the conclusion that less than the average actual time recorded is sufficient for the carrier to perform that function.

"(Items (1) and (2) are unaffected by this Memorandum of Understanding.)

(3) Line 16, Sequencing and Collating By-Pass Mail. Letter routes which receive on three (3) or more days during count and inspection period sequenced by-pass mailings that have to be collated with other mail while tieing-out shall receive the additional representative time required to perform such work identified and added to the fixed office time.

(Item (4) is unaffected by this Memorandum of Understanding.)

(5) Line 18, Loading. Vehicle loading time, if applicable, shall be a part of the street time allowance for the route.

(Items (6) - (10) are unaffected by this Memorandum of Understanding.)

c. At the option of the local union, the carriers at the delivery unit will receive one 10 minute break period in the office (rather than two such 10 minute breaks on the street). Such break will be scheduled by the Employer. (Section 222.214c shall be come Section 222.214d.)"

(Underscoring added.)

At the time of the 1978 negotiations, Section 222.214 in the M-39 Handbook described the manner in which various time entries should be determined (using the "time allowances" set forth in the above quoted table) in order to complete Form 1838. Particularly pertinent for present purposes, perhaps, is the following excerpt from Section 222.214:

"b. Lines 14 through 23

The entries on lines 14 through 23 except line 20 are obtained from carriers recorded time on Form 1838 worksheet. (NOTE: Items on lines 14 through 23 are work functions for which actual time is recorded and the recordings are in minutes.) Total entries in the Elapsed Time Column for each function and transfer to columns (e), (f), and (g) as appropriate. The examiner must make an evaluation as to the representative time required for the carrier to perform each office function for which actual time is recorded based on observation on the day of inspection (or other days where this is deemed necessary). He shall make the entries opposite the appropriate lines in the space provided in the Comments section. Whenever it is determined that the time used by the carrier may not truly represent the time required to efficiently perform his duties, the entries must be documented by comments. If space is insufficient on the face, continue comments on the reverse side. Unusual circumstances or inefficient practices may have caused him to use more or less time than would be required under normal conditions and/or working in a more efficient manner. For routes more than one trip enter the total time...."

(Underscoring added.)

The time allowances ultimately recorded on Form 1838 became the basis for route evaluation and adjustment by a Supervisor in accordance with policies and procedures appearing in Section 242 of the M-39 Handbook. It is critically important here that Section 6 of the July 21, 1978 Memorandum included the following:

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"6. Section 242.3 is modified to read:

242.3 Evaluating the route

.31 Office time

a. Under normal conditions, the office time allowance for each letter route shall be fixed at the lesser of the carrier's average time used to perform his office work during the count period, or the average standard allowance office time."

(Underscoring added.)

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While the USPS recognizes that NALC obtained significant modifications in the route inspection and evaluation system established in the M-39 Handbook, the NALC believes that still greater concessions were obtained. The extent of this disagreement between the parties is best understood in light of the manner in which USPS evaluated routes prior to July 21, 1978.

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Prior to July 21, 1978, those elements of "office time" which were covered by lines 14, 15, 19 and 21 on the face of the Form 1838 were determined, for route evaluation purposes, through what may be called a "representative time system." Upon arriving at the delivery unit during the week of count and inspection, a Carrier would record his starting time on the Form

1838. He would then count the mail, and record the number of letters, flats (other-size mail) and parcels on the worksheet portion of the Form 1838. He would also record the amount of time spent counting the mail (for entry on line 23 of the Form 1838), but which is not counted as part of his actual office work time. Thereafter, the Carrier would proceed with the office routine and record on the back of the Form 1838 time used to perform each of the various functions recorded on lines 14-22 on the Form 1838.

The data thus recorded were then transferred to the front of the Form 1838 by a Supervisor or Route Examiner. The mail volume shown on lines 1-13 was converted to minutes of standard time by applying established work standards and entered in column (e) of the Form 1838. The actual time recorded by the Carrier for the functions represented by lines 14-23 was similarly entered in column (e). That time, however, was subject to modification by the Route Examiner or Supervisor to what was representative of the amount of time the Carrier should have used under normal conditions--hence "representative time." The "standard" office time for the route was then set at the total of the computed time values for lines 1-13 and the actual or representative times for lines 14-21. For route evaluation purposes, moreover, the allowed "office time" then was set at the lesser of the actual time or the standard time.

The new USPS evaluation procedure (applying the July 21, 1978 Memorandum) still involves the establishment of a total office "time allowance" at the lesser figure of standard time (as indicated on the face of the Form 1838) or actual time. Actual time is calculated from starting and stopping time entries for the Carrier and deducting time attributed to counting the mail during the count and inspection. Even under the new system, therefore, the Carrier records actual time used for functions represented by lines 14, 15, 19 and 21 on the back (work sheet) of the Form 1838. As a result of the July 21, 1978 Memorandum, the Supervisor (or Route Examiner) who enters the

time for those lines on the front of the Form 1838 no longer has any discretion to set a "representative time" for the given function below the agreed base minimum time established in the Memorandum. Thus, even if the Supervisor or Examiner were to find that the time recorded by the Carrier is less, or should be less, than the base minimum time, the base minimum time must be entered on the Form. If the time recorded by the Carrier is greater than the base minimum time, the time actually used still must be entered in the appropriate column and can be adjusted to a "representative time" only if the Route Examiner or Supervisor provides specific reasons for adjustment. In no event can any such adjustment reduce the allowed time below the specified base minimum time.

Standard office time for all office functions then is determined by adding all entries in column E on the front of Form 1838. This standard time figure, finally, is compared with actual office time used by the Carrier. The lesser of the two figures becomes the evaluated office time for the route. 11

In the present grievance, the Union now urges that this procedure is improper under the July 21, 1978 Memorandum because the Postal Service does not now adjust the actual time of the Carrier for these 4 functions up to the base minimum time in any instance when actual time is less than the base minimum time allowance. In other words, the Union deems the relevant provisions in the Memorandum to require that, when a Carrier actually uses less than the specified base minimum time allowance for any one of these 4 work functions, the difference between the time used and the base minimum time allowance must be added to the Carrier's overall actual time figure. 12

THE ISSUE:

In short, the problem now is whether the Postal Service failed to apply the Memorandum of Understanding properly when it adopted the policy of considering the specified four "base minimum time allowances" only for purposes of computing standard time. 13

The Arguments1. NALC

The NALC relies on bargaining history, including statements made to the NALC Bargaining Committee by Assistant Postmaster General (Delivery Services) Braughton. Its negotiators, it says, had every reason to believe that they had obtained a fixed minimum evaluation for all Carriers for each of the four office functions in Lines 14, 15, 19 and 21 on the Form 1838. 14

In the NALC view, the present dispute stems entirely from the fact that the parties had conflicting ideas as to the meaning of the term "base minimum time allowance" as used in the July 21, 1978 Memorandum: the interpretive issue here requires definition of the term "base minimum time allowance." If the NALC interpretation is adopted, then the Memorandum requires that such allowance be reflected in all final office time evaluations for each of the four items. 15

It would be difficult to do full justice to the NALC analysis by attempting to summarize it here. The heart of its argument appears in the following excerpts from its brief: 16

"A. The Second and Third Paragraphs

The plain meaning of the second and third paragraphs of Section 4b -- read by themselves -- directly supports utilization of the base minimum time allowance in the final evaluation process. The Service's view that these paragraphs are merely directions as to the calculation of

"standard time on Form 1838 cannot be reconciled with the broad conceptual language of the second paragraph:

There shall be established for each letter route a base minimum time allowance for each of line functions 14, 15, 19, and 21 on Form 1838 where applicable. Those base minimum times shall be fixed at 6 minutes for line 14; 5 minutes for line 15; 3 minutes for line 19; and 9 minutes for line 21. If during the week of count and inspection, the carrier's average actual time for any of those line items exceeds the base minimum time for the function, the carrier shall be credited with the average actual time, unless an adjustment to that time can be supported by appropriate comments on Forms 1838 or 1840 or any attachments thereto. In no event may the standard time for these functions be below the base minimum.

If the Service's interpretations were accepted, several important phrases (under-scored above) would be redundant or wholly meaningless. For example, the agreement requires that the base minimum time allowance be established 'for each letter route'. If the allowance were utilized solely for purposes of calculating standard time, it obviously would not be utilized for each letter route. It would never apply to any carrier whose actual recorded time for the four functions during the count period was less than the allowance.

"Another important indicator is the provision that the minimum allowances are 'for each of line functions 14, 15, 19, and 21.' The notion that the allowances apply to the functions clearly implies that the allowance is designed to do more than guide the filling out of Form 1838. Comparison of this language with the preceding paragraphs of Section 4 confirms this analysis. If the second paragraph had been designed solely to guide completion of Form 1838, the provision would read in a manner consistent with those preceding paragraphs (e.g. 'a minimum time allowance for entries on lines 14, 15, 19, and 21.').

Similarly, the agreement provides that the allowance is to be utilized for each of line functions 14, 15, 19, and 21 on Form 1838 'where applicable.' The phrase 'where applicable' plainly indicates that more than the Form 1838 is involved. If the allowance were to come into play only on the face of Form 1838, the sentence should have ended after the phrase 'on Form 1838.' The additional language 'where applicable' would have no meaning.

The phrase, 'the carrier shall be credited' would also seem to be a direct reference to the final evaluation process. Again, if the paragraphs were directed solely to the face of Form 1838, the appropriate phrase would have been 'average actual time shall be recorded', to be consistent with the provisions of Section 4a.

"Finally, and most significantly, is the phrase 'unless an adjustment to that time can be supported by appropriate comments on Forms 1838 or 1840....' The notion that adjustments will be based on comments on Form 1840 is an explicit reference to past practice. As previously noted, comments on the Form 1840 were used to justify adjustments to the final evaluation of office time. This phrase in the agreement clearly contemplates continuation of the practice of adjusting office time evaluations after calculation of average and standard time totals. The reference to Form 1840 would be meaningless if the parties intended to eliminate that practice.

In addition to the above, the third paragraph of Section 4b clearly reflects that the agreement on the base minimum time allowance was designed to meet NALC's objections to the past abuses of discretion in administering representative time adjustments. Again, since those representative time adjustments were made on Form 1840, the agreement should be read as applicable to Form 1840.

In sum, careful analysis of the second and third paragraphs plainly indicates that the agreement was intended to govern the final evaluation process. Moreover, as discussed below, this interpretation is not undermined by other provisions of memorandum."

The NALC recognizes that a principal difficulty in accepting the foregoing refined analysis arises from Section 6-a of the July 21, 1978 Memorandum, which states that:

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"the office time allowance for each letter route shall be fixed at the lesser of the carrier's average time used to perform his office work during the count period, or the average standard allowance office time."

It seeks to explain the inclusion of this key paragraph on the ground that the selection of the lesser of the two totals traditionally has been only the "first step" in the process of route evaluation. Evaluated office time always has been subject to some additional adjustments (based on representative times) in respect to line functions 14 through 19 and line 21. Nothing in Section 6-a, it says, requires abandonment of this practice, or prohibits making additional calculations as required by other provisions of the Memorandum. If the second and third paragraphs of Section 4-b had been put into Section 6, then the NALC interpretation would appear to be required. The NALC urges that there was a logical basis for including the second paragraph under Section 4-b since it served to set a floor for standard time entries on Form 1838. There is nothing on the face of this paragraph, it urges, to show that the sole function of the allowance was to control the filling out of Form 1838.

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Here the NALC again stresses the broad conceptual language of the two paragraphs in question (e.g. "there shall be established.... a base minimum time allowance...") as markedly different from the narrow directory language in earlier provisions. In addition, the use of the new phrase "base minimum time allowance" is said to show that the two paragraphs were intended to embody more than instructions with respect to the Form 1838.

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It seems unnecessary to detail other NALC arguments in support of this proposition, including its reliance upon bargaining history, except for the fact that Assistant Postmaster General Braughton, author of a key proposal given the Union on July 19, 1978, several times thereafter told the Union representatives that "you never get less" than the base minimum time allowance. 20

2. USPS

The USPS relies on the language of Sections 4 and 6 of the Memorandum of Understanding, in the context in which it was negotiated. The relevant, precise language in Section 4-b, reads "in no event may the standard time for these functions be below the base minimum." (Emphasis applied.) There is no reference anywhere in the Memorandum to a possible use of "base minimum time allowances" to establish a minimum in calculating actual time. Assistant Postmaster General Braughton, who authored the original base minimum time allowance concept, testified that there had been no discussion at all concerning computation of actual time. There was no contrary Union testimony. Section 6-a of the Memorandum clearly and specifically retains the concept of establishing an office time value for route evaluation at the lesser of standard or actual time. Indeed, says the USPS, the fifth Union proposal touching on this subject (which was given to the Postal Service on July 19, 1978 at 11:15 a.m.) explicitly accepted the USPS approach to establishing office time for route evaluation purposes at the lesser of standard time or actual time: Section C-1 in this Union proposal recited, in relevant part: "Under normal conditions, the office time allowance for each letter route shall be fixed at the lesser of the carrier's average time used to perform his office work during the count period, or the average standard allowable office time,"

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Finally, the USPS emphasizes that anybody who was familiar with the USPS procedure for route evaluation would realize that the discussions concerning the four lines on Form 1838 could relate only to the computation of standard time. Given the very nature of the Form, the various lines on the front page are relevant only for computation of the standard time for a given route. Actual time thus remains a matter of clock rings.

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FINDINGS

It is true that the term "base minimum time allowance" is by no means self explanatory. Here, however, it properly may be interpreted in light of (1) the route inspection and evaluation provisions already embodied in the M-39 Handbook and (2) the parties conduct in negotiations.

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The M-39 Handbook, however, is of dominant importance since it provides the essential background against which the parties negotiated and to which they addressed themselves. Exhibit 2-5 in the M-39 is captioned "Time Allowances for Carrier Office Work." It then states that "Office time allowance will be determined as follows," and proceeds to list specific piece work standards for the performance of duties covered by Lines 1 through 13 of the Form 1838. Exhibit 2-B then states -- "Representative time in minutes will be allowed for the following work functions" and lists the functions covered in Lines 14 through 23 on Form 1838.

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Under the caption "Completion of Forms 1838, 1838-A, 1838-B," Section 222 of the M-39 Handbook provides instructions to the Route Examiner or Manager for determining the proper time entries on the Form 1838. Then Section 222.214-b addresses Lines 14 through 23 and notes that these are functions for which the Carrier's actual time is recorded, but that: (1) "the

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examiner must make an evaluation as to the representative time required for... each office function for which actual time is recorded," and (2) the examiner "must make entries opposite the appropriate lines" and document any instance when "the time used by the Carrier may not truly represent the time required to efficiently perform his duties."

These provisions in the M-39 are followed by Section 242 -- Evaluation and Analysis. Section 242.21 treats the evaluation of "Office Time" and includes--

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".212 Using basic knowledge of work functions, and the day of inspection as a guide, along with comments and suggestions of the route examiner, the manager must determine if the entries recorded on lines 14 through 21 truly represent the times required to efficiently perform these duties. After all pertinent data has been evaluated, enter representative time in line provided on lower left portion of Form 1840. This information is then used in arriving at total office time adjustments.

.213 After the manager has full knowledge of all pertinent facts relating to the office time, he should enter the office time allowance. Under normal conditions, the carrier's office time is fixed at the average time required to perform his office work during the count period but not in excess of the average standard allowable office time."

(Underscoring added.)

These provisions, and others it is unnecessary to quote, leave no doubt that under the M-39 Handbook in July of 1978 the "time allowance" for each of Lines 14, 15, 19, and 21 (among others) was to be determined by Management on the basis of the "representative time" required whenever it appeared that the Carriers actual time performing the function was excessive. But if the Carrier's actual time performing the function was less than the theoretical "representative time" might have been, the actual time constituted the "standard" for that particular Line function.

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It is, as the Service stresses, entirely inconceivable that the NALC negotiators in 1978 were unaware of this clearly defined and long established method of determining "standard" time for the functions covered by Lines 14, 15, 19, and 21.

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Thus it was in this context, well understood by both parties, that the NALC submitted a proposal on the morning of July 19, 1978 which provided, in relevant part--

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"C. Analysis and Evaluation of Letter Routes

1. Office Time Evaluation. The office time allowance for each route shall be fixed at the lesser of the carriers average time used to perform his office work during the count period, or the average standard allowable office time, which shall be calculated as follows:

* * * * *

"(e) thirty minutes for the performance of all other office work functions,...."

Subparagraph (e), as above quoted, followed subparagraphs (a) through (d) which set forth proposed specific piece work standards for the work functions encompassed in Lines 1 through 13 of the Form 1838. 30

In response to the foregoing portion of the NALC proposal, the USPS submitted its July 19 "concept paper" prepared by Assistant Postmaster General Braughton, reading-- 31

"Alternative to Fixed Time

"Establish a minimum time allowance for each of lines 14, 15, 19, and 21. Use the representative time concept to determine increases to the minimum necessary for a letter carrier for a particular work function. For example, if the minimum time allowance for obtaining accountable mail was five minutes, and during the week of count and inspection the letter carrier averages nine minutes a day, the supervisor will be required to use the nine minutes unless he can sufficiently document reasons for reducing the actual time. Under no circumstances could he reduce it below the minimum value of five minutes."

(Underscoring added.)

This paper obviously was addressed to Lines 14, 15, 19, and 21 on the Form 1838. The words "time allowance" were not new -- they already appeared in Exhibit 2-5 in the M-39 Handbook, quoted earlier in this Opinion, and had a specific meaning which either was understood by all of the negotiators, or should have been. 32

In all material respects, moreover, the approach suggested in the Braughton "concept paper" finally was embodied in Section 4-b of the July 21, 1978 Memorandum of Understanding. While the Memorandum inserts the word "base" before Braughton's suggested term "minimum time allowance" there is no suggestion (or reason to believe) that this single ambiguous word had any significance other than to emphasize the critical word "minimum" appearing in the suggested phrase "minimum time allowance." The Arbitrator concludes that the word "base" appropriately may be regarded as redundant and surplusage in this critical phrase.

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Section 6-a of the July 21, 1978 Memorandum deals specifically with route evaluation (as distinct from completing the Form 1838). It states that normally--

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"...the office time allowance for each letter route shall be fixed at the lesser of the carrier's average time used to perform his office work during the count period, or the average standard allowance office time."

(Underscoring added.)

This language is essentially the same as that in the second sentence of Section 242.213 (in the existing M-39) and clearly recognizes the distinction between (1) the Carrier's actual time and (2) the "average standard allowance office time" as it was computed in accordance with Exhibit 2-5 and other relevant provisions in the M-39 Handbook.

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Under these circumstances no useful purpose would be served here by a painstaking effort to deal with the ingenious, but attenuated, analysis advanced in the Union brief. The Memorandum itself is clear enough on its face and, in light of the background provided by the M-39, the USPS interpretation is undoubtedly correct.

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While it is true that Assistant Postmaster General Braughton said several times that the Carrier never could get less than the base minimum time allowance, there is no reason to believe that Braughton had anything in mind other than the entries to be made on Form 1838 under the four lines in question. His concept paper, itself, and the precise language in the Memorandum, support this conclusion. There is no hard evidence that Braughton at anytime indicated otherwise.

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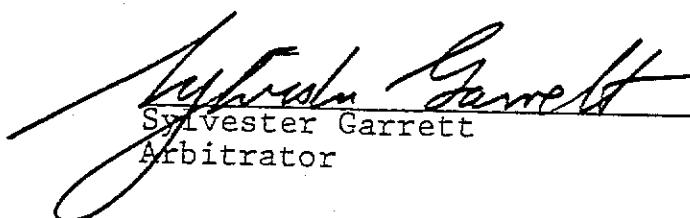
The only NALC representative at the hearing who had participated in the final 1978 negotiations, was not a member of the special subcommittee which had been established by the parties to discuss matters which ultimately resulted in the inclusion of these particular provisions in the Memorandum. It is distinctly possible that this Union witness, in complete good faith, had been lead to believe that the position now advanced by the NALC was understood by, and acceptable to, the Postal Service. There nonetheless is no basis here to find that such an impression had been conveyed by any representative of the Postal Service or that the USPS negotiators were responsible for such a mistaken impression on the part of some of the NALC negotiators. Finally, it is clear that the Memorandum of Agreement, overall, included significant concessions by the USPS in respect to route inspection, evaluation, and adjustment procedures and policies, which redounded to the benefit of the Carriers represented by NALC. The present ruling goes no further than to hold that the NALC did not obtain the further concession which is claimed in this grievance.

38

AWARD

The grievance is denied.

39



Sylvester Garrett
Arbitrator