

25865

ARBITRATION BETWEEN THE UNITED STATES POSTAL SERVICE AND
THE NATIONAL ASSOCIATION OF LETTER CARRIERS

Case: WIN - SG-C - 11775

Central issue: Interpretation of the phrase "craft duty assignments of anticipated duration of five (5) days or more." Does the phrase mean assignments of five days or more or assignments that are to be fulfilled during the course of five calendar days or more?

Discussion:

- (1) The parties disagree on interpretation and intent.
- (2) Local practice is not uniform.
- (3) The language of the contract is not entirely clear. The arbitrator must thus seek to interpret the most reasonable meaning of the language.
- (4) It seems more reasonable that "duty assignments" means assignments of work duty of five days or more than of work duty during the course of five days or more. If the latter were intended, the contract, to be clear, might have said "occurring during five consecutive calendar days."
- (5) The parties have a mutual obligation to clarify the language in the contract. Rights should be stated in an unambiguous way. They should not rest on or be created out of ambiguity.
- (6) The parties will have an opportunity to clarify the language involved in their next contract negotiations if they wish to do so.

Conclusion: Grievance Denied.

March 20, 1986

Clark Kerr

Clark Kerr