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PROCEDURAL HISTORY

This matter was submitted to arbitration in accordance with the terms of the Collective Bargaining Agreement (“CBA”). The parties to this dispute are the American Postal Workers Union, AFL-CIO (“Union” or “APWU”) and the United States Postal Service (“Employer” or “Postal Service”). The Union and the Employer are referred to collectively as the “Parties.” The Parties selected Homer C. La Rue to serve as Arbitrator (“Arb. La Rue” or “Arbitrator”), to determine certain issues raised under Article 19 of the CBA.

The Union was represented by legal counsel selected by the Union. The Employer was represented by legal counsel selected by the Employer. The virtual hearings took place on March 13, March 14, and May 22, 2025. There was a stenographic record of the hearing. Post-hearing briefs were filed and served by the Parties on September 3, 2025. The Arbitrator was granted an extension of time within which to issue the final award.

ISSUE

The issue, stipulated to by the Parties, is:

Was the Postal Services’ craft assignment and *best qualified* designation of the Dispatch Coordinator PS-08 position consistent with the national agreement and fair, reasonable, and equitable? (Tr., D. 1, p. 32).¹

¹ “Tr., D. 1, p. 14-15” means “Transcript”, “Day of the Hearing”, “Page” of the Transcript, sometimes followed by “L” which means the lines of the page of the transcript.

REMEDY SOUGHT

As a remedy, the Union asks that the Arbitrator find:

- (1) That the revisions to the Dispatch Coordinator position were improper and should be rescinded, and that the Dispatch Coordinator PS-8 position should be assigned to the APWU Clerk Craft as a *senior qualified* position.
- (2) That the Arbitrator retain jurisdiction over the remedy in the event that the parties are unable to agree on implementation of the Arbitrator's Award. (Union Brief at 36).

RELEVANT PROVISIONS OF THE CBA

Article 1. UNION RECOGNITION

Section 5. New Positions

A. Each newly created or revised position which contains non-managerial and non-supervisory duties shall be assigned by the Employer to the National craft unit most appropriate for such position within thirty (30) days after its creation or revision. In addition, the Employer shall identify all new nonmanagerial and non-supervisory work and assign such work at the National Level to the National craft unit most appropriate for performance of such work within thirty (30) days of having done so. Before such assignment of each new or revised position or non-managerial and non-supervisory work the Employer shall consult with the Union signatory to this Agreement for the purpose of assigning the new or revised position or non-managerial and non-supervisory work to the National craft unit most appropriate for such position. The following criteria shall be used in making this determination:

1. existing work assignment 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.

Article 19. HANDBOOKS AND MANUALS

Section 1. General

Those parts of all handbooks, manuals and published regulations of the Postal Service, that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall contain nothing that conflicts with this Agreement, and shall be continued in effect except that the Employer shall have the right to make changes that are not inconsistent with this Agreement and that are fair, reasonable, and equitable. This includes, but is not limited to, the Postal Service Manual and the F-21, Timekeeper’s Instructions.

Notice of such proposed changes that directly relate to wages, hours, or working conditions will be furnished to the Union at the National Level at least sixty (60) days prior to issuance. The Employer shall furnish the Union with the following information about each proposed change: a narrative explanation of the purpose and impact on employees and any documentation concerning the proposed change from the manager(s) who requested the change addressing its purpose and effect. Proposed changes will be furnished to the Union by hard copy or, if available, by electronic file. At the request of the Union, the parties shall meet concerning such changes. If the Union requests a meeting concerning proposed changes, the meeting will be attended by manager(s) who are knowledgeable about the purpose of the proposed change and its impact on employees. If the Union, after the meeting, believes the proposed changes violate the National Agreement (including this Article), it may then submit the issue to arbitration in accordance with the arbitration procedure set forth below within ninety (90) days after receipt of the notice of proposed change. Within fifteen (15) days after the issue has been submitted to arbitration, each party shall provide the other with a statement in writing of its understanding of the precise issues involved, and the facts giving rise to such issues. (Jt. Ex. 1)²

² “Jt. Ex.” means “Joint Exhibit” and the number thereof. “Un. Ex.” means “Union Exhibit” and the number thereof. “Er. Ex.” means “Employer Exhibit” and the number thereof.

RELEVANT PROCEDURES

EMPLOYEE AND LABOR RELATIONS MANUAL (“ELM”)

Chapter 230 – Bargaining Unit Positions Covered by a National Agreement

233 Evaluating Bargaining Unit Positions

233.1 Purpose

Evaluating bargaining unit positions consists of establishing a clear understanding of the duties, responsibilities, and work requirements of a position. Careful description of the position ensures that employees receive equal pay for substantively equal work.

233.2 Basis for Position Evaluation

The comparison of a position’s duties, responsibilities, and work requirements to key job descriptions serves as the only basis for evaluation.

- a. The following factors determine final ranking:
 - (1) Difficulty of the work to be performed.
 - (2) Degree of responsibility to be exercised.
 - (3) Scope and variety of tasks involved.
 - (4) Conditions under which the work is performed.

- b. The following factors do not affect the final ranking:
 - (1) The incumbent’s knowledge, skills, abilities, or previous position title.
 - (2) Designation of the hiring list or the maintenance craft’s internal promotion eligibility register or preferred assignment register (as applicable) from which the employee will be selected. (Un. Ex. 1; Er. Ex. 1).

Chapter 312 of the ELM

728.3 Best Qualified Positions

Qualifications determine the relative standing for selection of career employees who are eligible to apply for such positions based on applicable collective bargaining

agreements. Of those applicants who meet all of the requirements, the applicant who is found to be the best qualified on the basis of total qualifications will be selected. This determination is made on the basis of a comparison of total qualifications among applicants for the position (see 728.36, Selection of Best Qualified Applicant).

728.36 Selection of Best Qualified Applicant

Selection for the position will be based on total qualifications, considering the point totals on Forms 1796-8, the results of the interviews, desirable qualifications (if any), and other pertinent information reviewed during the evaluation. (Un. Ex. 17).

RANKING OF POSITION REQUEST – PS FORM 820

C. Evaluation

Instructions: For comparative purposes, select an existing ranked position in the organization that is functionally related to the position being evaluated. If no such position exists, select from a functional area the existing ranked position that is most comparable in terms of duties, responsibilities, and work requirements.

Descriptive Comparison (Components of New Position)

Difficulty of Work
Responsibility Exercised
Scope and Variety of Tasks
Conditions of Performance, Including Physical Requirements or Hazards
Skill or Knowledge Requirements
Experience Requirements
Public Relations Requirements (Er. Ex. 3).

BACKGROUND AND FACTS

I. Overview of Postal Service Restructuring

In or around 2021, the Employer implemented the *Ten-Year Plan of Delivering for America*, which resulted in major realignments and adjustments to the structure of the Postal Service. (Tr., D. 1, p. 86, L. 5-8). Mail Processing, Logistics, and Maintenance previously reported under one Vice President. After the restructuring, Mail Processing and Maintenance were separated from Logistics. (Tr., D. 1, p. 192, L. 13-17). The supervisory reporting structure changed, and these changes resulted in redesigned Postal Service operations. (Tr., D. 1, p. 193, L. 5-10).

II. Types of APWU Bargaining Unit Positions

The Union represents bargaining unit employees in three primary crafts – the Clerk Craft, the Maintenance Craft, and the Motor Vehicle Services Craft. (Tr., D. 2, p. 333, L. 18-20). Positions within the bargaining unit may be categorized as “*best qualified*,” which means that the *best qualified* applicant is selected from among all qualified applicants. Positions may also be categorized as “*senior qualified*,” which means that the candidate is selected based on seniority after meeting minimum qualifications. (Jt. Ex. 2; Un. Ex. 17; Tr., D. 1, p. 144, L. 21, p. 14, L. 6; p. 147, L. 1-4).

For *best qualified* positions, applicants submit answers to knowledge, skills, and ability (“KSA”) questions, which are then reviewed by a committee that determines the candidates to be interviewed and selected. (Tr., D. 1, p. 209, L. 11-21). When an applicant completes the KSAs, they provide examples of when they have performed the duties or functional aspects of the *best qualified* position, whereas candidates for a *senior qualified* position do not have to demonstrate KSAs. (Tr., D. 1, p. 211, L. 2-11).

The designation of whether a position is *best qualified* or *senior qualified* impacts employees in different ways. For example, when an employee may be excessed, the procedures for excessing employees in *best qualified* and *senior qualified* positions are

different. (Tr., D. 1, p. 149, L. 13-22). *Best qualified* and *senior qualified* jobs also differ in their scheduling and coverage practices. (Tr., D. 1, p. 150, L. 1-16).

III. Employer’s Rationale for Creation of New Dispatch Coordinator Position

In or around June or July of 2022, the Employer began the process of creating a new position titled Dispatch Coordinator. (Tr., D. 1, p. 202, L. 2-12). Lisa Adams, Executive Manager of Surface Policy and Performance for Headquarters Logistics (“Logistics”), testified that the Employer needed to create a position that reported through Function 3, Logistics, for 24-hour coverage and visibility within logistics control centers due to the amount of truck traffic moving on and off the yards of Regional Processing and Distribution Centers (“RPDCs”). (Tr., D. 1, p. 203, 1-8). Prior to the Dispatch Coordinator position being created, this specific work was performed by different positions at different facilities without the work being specifically assigned to one position. (Tr., D. 2, p. 294, L. 10-18). After the Employer’s 2021 restructuring, when the Mail Processing and Logistics functions were divided, Logistics had to rely on positions existing within Logistics to cover this work. (Tr., D. 2, p. 294, L. 19, p. 295, L. 1).

An RPDC is a centralized processing facility and acts as a consolidation point for a particular region of the country, enabling Logistics to use fewer trucks and to ensure that trucks are more full when they traverse across a network. (Tr., D. 1, p. 181, L. 1-8). RPDCs have a substantially large footprint, with over a million square feet and 150 to 200 dock doors, versus a normal Processing and Distribution Center (“PNDC”). (Tr., D. 1, p. 181, L. 11-17). RPDCs have a significantly larger quantity of truck traffic and may manage more than 700 trips per day, versus a PNDC which manages 100 to 200 trips per day. (Tr., D. 1, p. 181, L. 17-22).

Dispatch Coordinators are currently assigned in the Motor Vehicle Services Craft at a Level 8 within Function 3, Logistics, and report to the managers and supervisors

of Logistics operations. (Tr., D. 1, p. 200, L. 11-12; p. 201, L. 8-10). General Expeditors are assigned to the Clerk Craft at a Level 7 within Function 1, Mail Processing. At the time of the creation of the Dispatch Coordinator position, General Expeditors reported to the managers and supervisors of Distribution operations within the Mail Processing structure.³ (Tr., D. 1, p., 191, L. 6-10; p., 192, L. 3-8; p. 200, L. 9-11).

At RPDCs, the Dispatch Coordinator position oversees and manages yard visibility, works within the Logistics control centers, and maintains visibility and accountability over yard activities for inbound and outbound transportation. (Tr., D. 1, p. 180, L. 8-14, 17-20). The yard is the exterior space in which truck traffic moves, and truck traffic is assigned to move mail in and out of the building at dock doors. (Tr., D. 1, p. 182, L. 11-12, 15-17). Dispatch Coordinators check in and check out trucks to and from the yard, while General Expeditors check in and check out trucks to and from dock doors. (Tr., D. 1, p. 190, L. 19, p. 191, L. 2). General Expeditors work within the four walls of the facility managing the dock activities inside the doors. Dispatch Coordinators manage the exterior of the facility and yard activity (i.e., outside the dock doors). (Tr., D. 1, p. 195, L. 8-12). Dispatch Coordinators do not report to the docks to perform their duties, and they do not oversee or supervise General Expeditors. (Tr., D. 1, p. 189, L. 10-12; p. 200, L. 18, p. 201, L. 2).

Dispatch Coordinators receive extensive training in Yard Visibility and Surface Visibility and the management and navigation of those two software systems. This training enables the Dispatch Coordinators to manage yard accountability and maintain visibility of truck traffic moving across facilities. (Tr., D. 1, p. 183, L. 15-22; p. 198, L. 18-19). The Yard Visibility software program interfaces with the Surface

³ Effective in or around April 2025, the reporting structure for General Expeditors was modified – the General Expeditors remain Mail Processing employees but are managed through Logistics. This change to the General Expeditor reporting and management structure occurred after the creation and implementation of the Dispatch Coordinator position, and the position remains under Mail Processing. (U. Ex. 28).

Visibility program and transportation schedules, and the Dispatch Coordinators know which trucks are scheduled inbound and outbound for a specific facility. (Tr., D. 1, p. 184, L. 9-19). The primary function of the Dispatch Coordinator is to interface with the Yard Visibility system and to manage the truck schedules for a particular building on a particular day, reconcile canceled or omitted trips, and reconcile all scheduled arrivals and departures. (Tr., D. 1, p. 197, L. 20, p. 198, L. 4).

Dispatch Coordinators are stationed either within Logistics control centers or at the gatehouses where trips are brought into or out of that facility. (Tr., D. 1, p. 185, L. 11-16). The Logistics control centers typically have four large monitors on the wall connected to gate cameras on the exterior of the building. (Tr., D. 1, p. 188, L. 5-9). Dispatch Coordinators have constant visibility of the movement and activities in the yard. They use computers and use radios for communication with General Expeditors. Dispatch Coordinators also use Postal Vehicle Service (“PVS”) scanners to communicate with PVS drivers moving trailers in the yard. (Tr., D. 1, p. 188, L. 9-16).

The role of the General Expeditor is to check in and check out trucks to and from specific dock doors, conduct scanning, and load and unload mail volume coming off or being loaded onto the trucks. The General Expeditor ensures that all available mail is staged correctly in the proper staging lane. (Tr., D. 1, p. 194, L. 7-14; p. 196, L. 18, p. 197, L. 5). They coordinate these efforts with Mail Handlers within the processing operations functions and use a Surface Visibility scanner. (Tr., D. 1, p. 194, L. 14-16; p. 197, L. 11-12). Ms. Adams testified that General Expeditors had the same duties and responsibilities prior to and after the aforementioned reorganization of reporting structures which had split Logistics from Mail Processing and Maintenance. (Tr., D. 1, p. 194, L. 17, p. 19, L. 1).

The Dispatch Coordinator allows a truck through the gate and checks the trip into the yard, assigning the trip to a specific dock door. (Tr., D. 1, p. 18, L. 16-19). To check in a truck into the yard, the Dispatch Coordinator views the gate camera from the control center, at which time the driver safely secures the truck, enters the facility,

and signs in with the Dispatch Coordinator, who assigns the driver to a specific dock door. (Tr., D. 1, p. 187, L. 2-10). The truck backs against the specific dock door, and the General Expeditor inside the building checks the truck up to the specific dock door. (Tr., D. 1, p. 189, L. 15-19). For an inbound trip, the General Expeditor cuts the seal off the truck and unloads the mail destined for that facility. For an outbound trip, the General Expeditor coordinates the dispatch of the mail with the Mail Handlers to ensure that the mail is staged correctly in that lane. (Tr., D. 1, p. 189, L. 20, p. 190, L. 3). Once the truck is loaded and the doors are secured, the General Expeditor places the seal on the truck and checks the truck from the dock door. The Dispatch Coordinator then checks the trip out of the yard. (Tr., D. 1, p. 190, L. 5-11).

Ms. Adams testified that the Yard Visibility system is important within an RPDC because it can be compared to air traffic controlling. (Tr., D. 1, p. 186, L. 4-6). The Dispatch Coordinator coordinates the truck traffic arriving and departing at the same time, ensuring there is no congestion at the gate or in the yard. (Tr., D. 1, p. 186, L. 10-17). Dispatch Coordinators are the eyes and ears for Logistics to ensure that trips leave on time and that the transportation schedule is maintained. (Tr., D. 1, p. 186, L. 17-20).

Ms. Adams testified that before the creation of the Dispatch Coordinator position, a similar position was the Vehicle Operation Assistant (“VOA”), which is located at Network Distribution Centers (“NDCs”) and utilizes Yard Visibility, but the amount of activity at an NDC is not as extensive as it is at an RPDC. (Tr., D. 1, p. 205, L. 2-8). VOAs are located in the Motor Vehicle Services Craft under Logistics. (Tr., D. 1, p. 205, L. 14-17).

IV. Development of Dispatch Coordinator Job Description

Ms. Adams and Marc Kersey (“Mr. Kersey”) of Logistics worked with Lia Reed (“Ms. Reed”), Director of Organizational Effectiveness (“OE”), to discuss the creation of the Dispatch Coordinator position. Logistics had requested that the position be placed

within Function 3, Level 8, and categorized as *best qualified*. (Tr., D. 1, p. 208, L. 8-12). Ms. Adams testified that Logistics asked for the position to be Level 8 to report to Logistics managers and supervisors based on the level of duties and responsibilities of the position. (Tr., D. 1, p. 208, L. 15-22). She also testified that Logistics asked for the position to be within Function 3 to ensure that Logistics had the ability to schedule Dispatch Coordinators when and where they were needed across tours and not have these employees be at risk of being called in to work overtime in another function. (Tr., D. 1, p. 212, L. 8-13).

Regarding the selection method for the position, Ms. Adams testified that Logistics asked for the position to be *best qualified* because of the accountability and visibility for truck traffic. She further requested that applicants demonstrate knowledge of the Yard Visibility or Surface Visibility systems. (Tr., D. 1, p. 210, L. 12-15; p. 211, L. 16-19). She testified that certain KSAs listed in the job description under #1, #4, #7, and #9 were KSAs. Logistics believed that some of these candidates may not have been able to meet the requirements for the position, had the position been categorized as *senior qualified*. (Tr., D. 1, p. 228, L. 18, p. 229, L. 2, 20-21).

OE drafted the initial proposed job description to be *senior qualified*, Level 7, and assigned the position to the Clerk Craft. (Tr., D. 1, p. 214, L. 3-7). Ms. Reed testified that OE originally proposed the position to be in the Clerk Craft. OE, however, was not aware at the time that it was not possible to have a Clerk Craft job under Logistics. (Tr., D. 2, p. 382, L. 18, p. 383, L. 1).

V. Notices to Union of Dispatch Coordinator Position Descriptions

On December 23, 2022, the Employer sent a letter to Union President Mark Dimondstein, which stated in pertinent part:

The postal Service is proposing updates to the General Expeditor P7-07 (Occupation Code 2315-11XX) job description. Additionally, the Postal Service is proposing the creation of a Dispatch Coordinator (P7-07) job position.

The proposed changes to the General Expeditor job description are necessary to reflect the work more accurately as it is currently performed, add national qualification standards, and clearly differentiate responsibilities from the newly proposed Dispatch Coordinator job position.

The new Dispatch Coordinator P7-07 position is proposed as a *senior qualified* job to coordinate arrivals and departures, ensure adherence to the dispatch schedule, and ensure transportation is available in accordance with the operational plan.

We have enclosed the following:

- A copy of the General Expeditor (P7-07) job description with track changes
- A copy of the General Expeditor (P7-07) job description with track changes accepted
- A draft copy of the new Dispatch Coordinator (P7-07) job position

In accordance with Article 19 of the collective bargaining agreement, these revisions will go into effect no sooner than 60 days from the receipt of this notice.

(Jt. Ex. 7).

Lamont Brooks (“Mr. Brooks”), Director of the Clerk Division of APWU, was informed of the Employer’s notice. (Tr., D. 1, p. 80, L. 7-9; p. 83, L. 13-15; p. 85, L. 1-9). Mr. Brooks requested a meeting with the Employer pursuant to the terms of Article 19. (Tr., D. 1, p. 83, L. 17, p. 84 L. 4).

On February 21, 2023, Mr. Brooks and Sam Lisenbe (“Mr. Lisenbe”), Assistant Director of the Clerk Division of APWU, attended a meeting with representatives from the Employer, including Joy Augustin (“Ms. Augustin”) of Labor Relations, Robert Ocasio (“Mr. Ocasio”) of Labor Relations, Ms. Adams, Ms. Reed, and Senior Director Surface Logistics Mike Melendrez (“Mr. Melendrez”). (Tr., D. 1, p. 93, L. 1; p. 96, L. 17-21; p. 217, 1-3; D. 2, p. 299, L. 18-19; p. 300, L. 4-9). The parties’ witnesses presented divergent testimony as to some of the discussion during the meeting on February 21st.

VI. The Classification and Craft Assignment Discussion

Mr. Brooks posed questions and made suggestions regarding the draft job description. Mr. Brooks testified that he explained that if a clerk is directing another clerk, that directing clerk must be paid one level higher, which led to his request for the position to be higher than Level 7. (Tr., D. 1, p. 95, L. 10-12). Regarding the appropriate craft assignment, Mr. Brooks testified that he stated that the position lined up under Logistics, dealing with vehicles and transportation, and that as such, the job could only be posted for bid for the Motor Vehicle Services Craft and not the Clerk Craft. (Tr., D. 2, p. 355, L. 19, p. 356, L. 2, 9-15). Mr. Brooks further testified that the Motor Vehicle Services Craft had a position of Vehicle Dispatcher and that he wanted to speak with Mike Foster (“Mr. Foster), Director of the Motor Vehicle Division of APWU, regarding any conflict between the crafts. According to Mr. Brooks, Mr. Foster later assured Mr. Books that the new position did not conflict with the Vehicle Dispatcher position. (Tr., D. 1, p. 105, L. 1-9 & 16-21). Mr. Lisenbe testified that he did not recall Mr. Brooks stating during the meeting that the Dispatch Coordinator position should be a Motor Vehicle Services Craft job. (Tr., D. 1, p. 168, L. 5-8).

VII. The Selection-Method Discussion

Regarding the selection method, Mr. Brooks testified that he explained that issues with Article 12 of the CBA could be avoided if the Dispatch Coordinator position was labelled as *best qualified*, as the position would be directing General Expeditors and dealing with dispatch and truck arrivals. (Tr., D. 1, p. 93, L. 22, p. 94, L. 2; p. 95, L. 1-5). Mr. Brooks further testified that he did not state that the position should be labelled as *best qualified*. (Tr., D. 2, p. 357, L. 16-20). Mr. Brooks testified that he expressed concern that labelling the position as *best qualified* would be problematic for coverage purposes. He explained that his response was based on his understanding that outside facility work, done by General Expeditors, was being moved under the Dispatch Coordinator. (Tr., D. 2, p. 358, L. 7-18). He testified that he stated that the

Employer needed to look at other options, such as an experience requirement to try to hire someone more qualified or better. (Tr., D. 2, p. 358, L. 19, p. 359, L. 1).

Ms. Adams, on the other hand, testified that during the meeting, Mr. Brooks inquired as to why the position was not in the Motor Vehicle Services Craft, and that Mr. Brooks recommended that the position be a Level 8, *best qualified*. (Tr., D. 1, p. 217, L. 15-21). Ms. Reed testified that the Union commented that they thought the work was similar to the General Expeditor job and recommended that the job be in the Motor Vehicle Services Craft at Level 8. (Tr., D. 2, p. 301, L. 6-12). Ms. Adams and Ms. Reed testified that they were surprised, as they were not expecting the Clerk Director (i.e., Mr. Brooks) to suggest placing the position under the Motor Vehicle Services Craft or that it should be a Level 8, *best qualified* position. (Tr., D. 1, p. 218, L. 17-22; D. 2, p. 302, L. 20, p. 303, L. 1).

After the meeting, Mr. Brooks awaited a response from the Employer. (Tr., D. 1, p. 99, L. 22, p. 100, L. 1). On March 23, 2023, Mr. Brooks sent a letter to Thomas Blum (“Mr. Blum”), former Vice President of Labor Relations, appealing the December 23, 2022 proposed position to arbitration pursuant to Article 19 of the CBA, in order to preserve the timeliness of the grievance as the process continued. (Jt. Ex. 3; Tr., D. 1, p. 104, L. 1-2).

Ms. Adams testified that after the February meeting, Logistics met with OE several more times to update the Dispatch Coordinator job description to reflect it being under Logistics, Level 8, and *best qualified*. (Tr., D. 1, p. 219, L. 18, p. 220, L. 1). Ms. Reed testified that OE reviewed other positions to evaluate the method of selection for the Dispatch Coordinator, including Office Clerk Vehicle Operations, Clerk Vehicle Dispatching, Administrative Clerk VMF, Vehicle Operations Maintenance Assistant, Vehicle Operations Assistant Bulk Mail, and Vehicle Dispatcher. (Er. Ex. 8; Tr., D. 2, p. 309, L. 9-18). Ms. Adams testified that based on these comparisons, her team found the Dispatch Coordinator job to be most similar to existing jobs within the Motor Vehicle Services Craft that were Level 8, *best qualified*. (Tr., D. 2, p. 316, L. 7-11).

Ms. Reed also consulted with Shannon Richardson (“Ms. Richardson”), the Employer’s Director of Contract Administration for APWU, for guidance on determining the appropriate craft related to the work of the Dispatch Coordinator pursuant to Article 1.5 of the CBA. (Tr., D. 2, p. 336, L. 6-9; p. 337, L. 18-20). Ms. Richardson testified that Labor Relations has a role in providing assistance on the craft determination of a new position pursuant to Article 1.5. (Tr., D. 2, p. 337, L. 18-20). She testified that she deemed criteria #1 and #5 of Article 1.5 most pertinent to her evaluation that the Motor Vehicle Services Craft was appropriate for the Dispatch Coordinator. (Tr., D. 2, p. 339, L. 7-10).

On May 12, 2023, the Employer sent a second letter to Union President Mark Dimondstein, which stated in pertinent part:

This a follow up to the article 19 notification sent on December 23, 2022, regarding the creation of a Dispatch Coordinator (P7-07) job position. The Postal Service has considered the APWU’s feedback and made updates to the job position.

The Dispatch Coordinator P7-07 position is now proposed as a *best qualified* job to coordinate trip arrivals and departures, ensure adherence to the dispatch schedule, and to ensure transportation is available in accordance with the operational plan.

Under this new proposal, the job will now fall under the Motor Vehicle Services Craft, as a level 8 *best qualified* position.

Enclosed is the following:

- A copy of the new Dispatch Coordinator (P7-07) job position

In accordance with Article 19 of the collective bargaining agreement, these revisions will go into effect no sooner than 60 days from the receipt of this notice.

(Jt. Ex. 8).

Mr. Brooks testified that the Employer’s May 12th letter was the first time the Union heard from the Employer about the Dispatch Coordinator position since the

February 21st meeting. (Tr., D. 1, p. 107, L. 12-14; p. 112, L. 18, p. 113, L. 1). Mr. Brooks notified the Employer, via email on May 17, 2023, that Mr. Brooks was incorporating the newly modified Dispatch Coordinator position into his previously-filed Article 19 grievance. (Un. Ex. 21; Tr., D. 1, p. 112, L. 13-15).

The Union requested a meeting after receiving the May 12th notice. (Tr., D. 1, p. 233, L. 16, p. 234, L. 3). Attendees included: (1) Ms. Adams, (2) Ms. Reed, (3) Kelly Stinson (“Ms. Stinson”) of OE, (4) Trey Trainum (“Mr. Trainum”) of OE, (5) Jim Lloyd (“Mr. Lloyd”) of Labor Relations, (6) Mr. Ocasio, and (7) Mr. Melendrez from the Employer. The Union was represented by Mr. Foster and members from the Motor Vehicle Services Craft from the APWU. (Tr., D. 2, p. 320, L. 3-16; p. 321, L. 2-5). Ms. Adams testified that during the meeting, Mr. Foster did not express an opinion on the craft designation of the position. (Tr., D. 1, p. 234, L. 7-19).⁴

The Employer and Union filed position papers pursuant to the procedure set forth in Article 19. (Tr., D. 1, p. 112, L. 20).

Mr. Brooks sent a letter to Mr. Blum dated March 4, 2024 explaining the Union’s position, which stated in pertinent part:

The original creation of the Dispatch Coordinator (DC) position was assigned to the Clerk Craft. No subsequent actions by the Postal Service contractually justify changing the craft designation from Clerk to Motor Vehicle. The position of General Expeditor has existed for decades and has historically been identified as a Clerk Craft position. The duties of the Dispatch Coordinator are the same or similar to a General Expeditor and therefore should have remained within the Clerk Craft. Thus, the Postal Service has violated Article 1, Section 5, the Clerk Craft Jobs Memorandum of Understanding (MOU), the New Positions and New Work MOU, Article 7, Section 2, and Article 19 of the Collective Bargaining Agreement (CBA).

The Level 8 MVS Dispatch Coordinator and the previous Level 7 Clerk Craft

⁴ The Motor Vehicle Service Craft within the Union filed a separate grievance regarding the May 2023 Dispatch Coordinator job description, which is separate and apart from the grievance at issue in this matter.

Dispatch Coordinator positions are, for all practical purposes, identical. The Functional Purpose of both are identical. Of all the “Duties and Responsibilities” in the two position descriptions, there are only two differences: #7 of the Level 8 Dispatch Coordinator, which states, “Controls movement of vehicles in and out of the facility, issues yard assignments and gate passes to vehicle operators. Manages vehicle and facility keys, scanners, gas cards and schedules.”

The reason these two differences between the Level 8 and Level 7 Dispatch Coordinator positions are significant because those two duties are already performed by other existing Motor Vehicle positions. The Level 7 Vehicle Dispatcher, Level 6 Office Clerk Vehicle Operations, and Level 6 Clerk Vehicle Dispatching perform the two duties that are identified above...Additionally, this position “may, in an emergency, investigate a vehicle accident and prepare necessary reports and recommendations, verify timecards and prepare daily man-hour reports.” The Level 6 Office Clerk Vehicle Operations “Maintains accident register recording such information as date, time of accident, vehicle involved, parties involved, amount of damage, and description of accident; maintains accident files.”

Despite the existence of the cited Motor Vehicle position descriptions, the Postal Service chose to add these two duties to the Dispatch Coordinator and change it to Level 8 best-qualified. Every other listed duty in either Dispatch Coordinator position description is and has been a Clerk Craft function.

Every hour that Motor Vehicle Services Craft employees perform the duties of a Dispatch Coordinator is therefore a crossing craft violation in accordance with Article 7.2 of the CBA.⁵ The work performed in these duty assignments should properly be assigned to the Clerk Craft.

Virtual Entry Assessment (VEA) Exam 476 was identified as the Examination Requirement for the Dispatch Coordinator when it was first assigned to the Clerk Craft. When the Postal Service reassigned the Dispatch Coordinator to the Motor Vehicle Services Craft, Exam 476

⁵ While the Union cited this provision in its written filings during the Article 19 process, the issue was not pursued as a part of the Union’s argument in its brief.

remained as a requirement. VEA Exam 476 is acknowledged on usps.com as compulsory for Mail Processing jobs. Motor Vehicle Services Craft jobs have completely different examination requirements.

(Jt. Ex. 4).

Judith Reeder, HQ Labor Relations Specialist, sent a letter to Mr. Brooks dated March 4, 2024 explaining the Employer's position, which stated in pertinent part:

Regarding the Dispatch Coordinator position, the Union maintained that the position should be a higher level (level 8), and the selection method should be best qualified. In consideration of the Union's feedback, the Postal Service reevaluated the duties and responsibilities, including the assigned craft in accordance with Article 1.5 and determined that the duties and responsibilities more closely aligned with work performed in the MVS craft. The Postal Service made the revisions to the level, selection method, and assigned craft, and provided a new notification, by letter dated May 12, 2023, pursuant to Article 19 of the CBA on the revised Dispatch Coordinator job description. The new Dispatch Coordinator (PS-08) was proposed as a *best qualified* job to coordinate arrivals and departures and to ensure 1) adherence to dispatch schedule, 2) that transportation is available in accordance with the operational plan, and 3) that the position would be in the MVS Craft. The creation of the first Dispatch Coordinator (PS-08) position occurred in August 2023.

The Postal Service met its obligation pursuant to Article 19 of the CBA, including providing notice of the proposed revisions and the new job description, meeting(s) with the subject matter expert(s), and consideration of the union's feedback/concerns. Article 19 further requires that the revisions be fair, reasonable, and equitable. The Union has not put forth any contention that the revisions to the General Expeditor position description, or the newly created Dispatch Coordinator position, do not meet this obligation.

The new Dispatch Coordinator position was initially proposed as a *senior qualified* position to coordinate arrivals and departures; ensure adherence to dispatch schedules; and ensure transportation is available in accordance with the operational plan. In response to feedback received from the APWU, the Postal Service made revisions to the job description, including edits to the duties and responsibilities, the selection method, the level, and the assigned craft and provided a new notification in accordance

with Article 19 of the CBA. The new Dispatch Coordinator position is fair, reasonable, and equitable.

(Jt. Ex. 5).

POSITION OF THE UNION

The Union initially points to an award issued under Article 19 by Arbitrator Garrett concerning a dispute over the pay level for a new position, stating that new position descriptions must be “fair, reasonable and equitable” under Article 19. *USPS and APWU*, Case No. AC-NAT-1 11991 at 14 (Garrett 1978). (Union Brief at 23). The Union notes that Arbitrator Garrett defined “fair, reasonable, and equitable” as the Employer following its procedures in Subchapter 450 of the Postal Manual for creating and ranking a position and making a sound comparison of the new position to established “Key Positions” following “the principles delineated in Subchapter 450.” *Id.* at 16. (Union Brief at 24).

The Union further contends that Arbitrator Garrett noted the fluidity in the creation of a new position description. This fluidity permits the Union considerable input into the description, the purpose and the design of new positions. *Id.* at 22-26. (Union Brief at 24).

The Union next cites a 2013 award by Arbitrator Goldberg, who affirmed this standard by upholding the Union’s challenge to pay levels applied to new Clerk Craft positions based on private sector wage comparisons and overriding the pay levels “found to be appropriate by the OE Department, which applied ELM Section 233.2.” *USPS and APWU, Call Center Jobs Award* at 3, Case No. Q10C-4Q-C 12318440 (Goldberg 2013) (Un. Ex. 20). (Union Brief at 24). The Union asserts that at the time of this 2013 award, the ELM was more specific about creating position descriptions and there was no challenge over the job duties. Arbitrator Goldberg, nonetheless, found that it was improper for the Employer to internally change critical components of a position without following the ELM, which necessitated returning to OE’s original

assessment and making employees “whole for lost pay and benefits resulting from their improper position rankings.” *Id.* at 13. (Union Brief at 24).

The Union argues that the same standard set by Arbitrators Garrett and Goldberg applies in this case and cites Article 1.5 of the CBA requiring that the Employer assign the new Dispatch Coordinator to the “most appropriate” craft unit. (Union Brief at 25). The Union maintains that similar to establishing pay levels of new positions, assigning a new position to the most appropriate craft and choosing the appropriate selection method must be done based on standards found in Chapter 230 of the ELM. (Union Brief at 25). The Union further asserts that the craft assignment and selection method of a new position must meet the requirements of Article 1.5 to be consistent with the CBA and to be “fair, reasonable, and equitable” under Article 19. (Union Brief at 25). The Union maintains that the design of a job and its duties and responsibilities must also be done in accordance with the ELM and the CBA, taking into consideration the contractual rights of employees and limiting crossing crafts. (Union Brief at 25).

The Union argues that as Arbitrators Garrett and Goldberg concluded, if the Employer fails to properly create a new position in accordance with ELM Chapter 230 or fails to follow OE’s proper evaluation of a new position under ELM Chapter 230, the Arbitrator must grant the Union’s Article 19 grievance. (Union Brief at 25). It avers that the revised Dispatch Coordinator duties, craft assignment, and selection method fail to satisfy the CBA, the Article 1.5 requirement, or the Article 19 standard. (Union Brief at 25).

The Union summarizes its position regarding the modifications to the Dispatch Coordinator position, as follows:

The revisions to the Dispatch Coordinator were made and re-evaluated improperly except for the increase in the wage level. When the Dispatch Coordinator was originally proposed to the APWU, OE had properly compared it to appropriate positions including the Clerk Craft General Expeditor and concluded that the new position should be a *senior qualified* Clerk Craft position. Although the Postal Service reluctantly shared its PS

Form 820 Ranking of Position Request, when it did, the PS Form 820 plainly showed that the existing positions “functionally related to the position being evaluated” were *senior qualified* Clerk Craft positions. Yet when the Postal Service revised the Dispatch Coordinator position description, it added two Motor Vehicle Services Craft duties for no reason, discarded its earlier analysis without explanation, and created a new evaluation clearly designed to be a post hoc justification for changing the craft and selection method. The Postal Service’s change to the duties, craft assignment, and selection method for the revised Dispatch Coordinator was not based on the same standards and process it followed for the original Dispatch Coordinator. As such, the Postal Service improperly revised the duties of the Dispatch Coordinator leading to craft and selection method revisions that were also not done in accordance with the National Agreement, are inconsistent and in conflict with the contract, and are not fair, reasonable, and equitable.

(Union Brief at 25-26).

The Union argues that the onus is on the Employer to show that it followed its standards for changing the Dispatch Coordinator job, it assigned the position to the most appropriate craft, and that the Employer came to the correct conclusion. (Union Brief at 26). The Union asserts that the Employer described the day-to-day experience of some Dispatch Coordinators, offered testimony about duties not found in either version of the position description, and was vague about the standard it followed in revising the job description, other than to blame the Union for the changes. (Union Brief at 26).

The Union maintains that the Arbitrator should infer from the Employer’s silence to mean that it did not follow a standard but added duties and did a cursory comparison to justify the craft and selection method changes. (Union Brief at 26). It avers that when challenged by Mr. Brooks, the Employer was willing to put the position in whatever craft the Union picked, yet no evidence demonstrates that OE’s original assessment, as approved by Labor Relations, was improper, that the revisions were necessary and appropriate, that the revised Dispatch Coordinator was so different that its functional relationship to the General Expeditors had changed, or that the Clerk Craft is not the most appropriate craft unit. (Union Brief at 26-27).

The Union argues that the Dispatch Coordinator is a Clerk Craft position because most of the duties and responsibilities are duties found in other Clerk Craft positions, particularly the General Expeditor. (Union Brief at 27). It notes that OE acknowledged this in its original PS Form 820 Evaluation, when it used the General Expeditor as its primary comparison to a job “functionally related to” and working side-by-side the Dispatch Coordinator. (Union Brief at 27). The Union points out that the original name given to the Dispatch Coordinator position was “General Expeditor (Logistics).” (Union Brief at 27).

Regarding its argument that the position best aligns within the Clerk Craft, the Union explains:

Both Dispatch Coordinator position descriptions require candidates to pass the clerk Mail Processing 476 Exam, but not any Motor Vehicle exam. And despite Adams’ protestations to the contrary, it is evident from the Postal Service’s design of the job that the Dispatch Coordinator was a modification of the Clerk General Expeditor, designed to work under the supervision of Logistics, direct the General Expeditors, and take on a greater role in connecting incoming trucks with the mail dispatch on the docks. But fundamentally the Dispatch Coordinator is still a Clerk Craft job.

Comparing the Clerk Dispatch Coordinator to the revised Dispatch Coordinator, it is evident that the core job is the same and that core job, when analyzed using the ELM standards, is a Clerk Craft job. As discussed below, the Postal Service improperly added two Motor Vehicle duties to the revised Dispatch Coordinator, but those late additions do not justify the Postal Service’s craft change. The one responsibility that Adams’ seemed to think tipped the job into the Motor Vehicle Services Craft - use of the Yard Visibility software - is not mentioned in either the original or revised position description. Overall, while the Dispatch Coordinator works with vehicle and driver direction and management, that was equally true when OE first determined that the Dispatch Coordinator was a Clerk Craft job. The record is bereft of any evidence showing a significant and legitimate change in the revised Dispatch Coordinator that make it objectively a Motor Vehicle job. The evidence uniformly points to the opposition conclusion -- that, when applying the ELM standards like OE initially did for the original General Expeditor (Logistics)/Dispatch Coordinator position, the Dispatch Coordinator position is a Clerk Craft job.

(Union Brief at 28-29).

The Union contends that the Employer did not explain its rationale for concluding that the revised Dispatch Coordinator was more appropriately assigned to the Motor Vehicle Services Craft. Further, there was a dearth of information shared with the Arbitrator about the underlying changes to the position description. (Union Brief at 29). The Union maintains that the Employer failed to explain why the PS Form 820 evaluation used different comparative jobs, given that the functional purpose of the Dispatch Coordinator never changed and that changing the comparative positions caused OE consternation because the Motor Vehicle Services Craft jobs “seemed inappropriate to use in a comparison due to the nature of the job...” (Er. Ex. 8). (Union Brief at 29).

The Union further cites Arbitrator Goldberg’s *Call Center Jobs Award*, which held that “the Postal Service violated Article 19 by relying on private sector wage comparisons to place the Call Center positions at Levels 4, 5, and 6, rather than at Levels 6, 7, and 8, found to be appropriate by the OE Department applying ELM 233.2.” *Call Center Jobs Award* at 13 (footnote omitted). (Union Brief at 29). The Union asserts that the same rationale applies here. OE initially found the Clerk Craft to be the most appropriate and only revised its conclusion based on alleged claims of what it heard from the Union. (Union Brief at 29).

The Union contends that it is obvious that the Employer tweaked the Dispatch Coordinator duties to make the job look like a better match with the Motor Vehicle Services Craft and to justify changing the craft assignment and selection method. (Union Brief at 30). It notes that even the Vice President of Labor Relations admitted in his emails to the Union that the Employer was willing to change the position description again until it achieved a result that satisfied the APWU crafts. (Union Brief at 30). The Union maintains that as Mr. Brooks and Mr. Foster forcefully responded, however, it is patently unfair to make the Union decide the craft assignment after offering the same job to both crafts. Moreover, the Employer’s equivocation

demonstrates that the Employer was not following the ELM standards in revising or evaluating the revised Dispatch Coordinator position. (Union Brief at 30). The Union argues that rather, the Employer was shaping the process to fit the conclusion rather than using the process to come to the correct conclusion. (Union Brief at 30).

Regarding the two additional duties in the revised Dispatch Coordinator job description, the Union argues:

There was no evidence that those duties served a purpose other than appearances - no postal witness testified that they were mistakenly left off the original Dispatch Coordinator or that they are critical components of the job. And adding duties copied from Motor Vehicle Services Craft jobs into a Clerk Craft job creates a significant contractual problem of the Postal Service unilaterally making a mixed-craft job, something Richardson did not testify was important to the Postal Service...The Arbitrator should be careful not to implicitly endorse this violation by the Postal Service which could lead to years of future unilateral changes and disputes among all of the crafts over the deterioration of craft lines.

(Union Brief at 30-31).

The Union asserts that the Employer's only rationale for changing crafts and revising the position description was the meeting with the Union and the implausible report of what Mr. Brooks said in February 2023. (Union Brief at 31). The Union notes that Mr. Brooks had concerns but maintains that no evidence suggests that Mr. Brooks asserted that the position should be *best qualified* in the Motor Vehicle Services Craft. (Union Brief at 31). It points out that Mr. Lisenbe concurred that Mr. Brooks did not say to change the craft and selection method. Moreover, no one from Labor Relations testified to validate Ms. Reed and Ms. Adams's testimony. (Union Brief at 31). The Union concludes that the allegation that the Union is responsible for the changes to the position description is not realistic; nor is it adequate to explain why the Employer scrapped its earlier draft and evaluation. (Union Brief at 31).

The Union points out that Labor Relations' approval of the Dispatch Coordinator position and then subsequent silence about Mr. Brooks' purported "recommendations" is significant. (Union Brief at 32). It maintains that Labor Relations let OE initially

evaluate the Dispatch Coordinator position and voiced no concerns and gave no contrary advice to OE before Labor Relations proposed the position to the Union in December 2022. (Union Brief at 32). It asserts that Labor Relations remained silent, both to Mr. Brooks during and following the meeting and to the Arbitrator at the hearing. Mr. Blum expressed a desire to resolve the Union's dispute; however; the Employer appeared not to care which craft got the position. (Union Brief at 32).

The Union further contends that the Dispatch Coordinator can meet the Employer's interests as a Function 1 position. (Union Brief at 34). It notes that the Postal Service expressed concern about who would direct the Dispatch Coordinators, but it would have solved its own problem if it had engaged with Mr. Brooks directly. (Union Brief at 34). The Union asserts that based on recent experience, with the proper assurances and contractual protections, Clerk Craft employees can remain in Function 1 and not lose their seniority and staffing rights, while Logistics can maintain supervisory control over Dispatch Coordinators. (Union Brief at 34).

The Union notes that the Employer can direct that Dispatch Coordinators report to Logistics rather than Mail Processing, as long as the Dispatch Coordinator is categorized in Function 1. (Union Brief at 34). The Union further points out that the Employer already wrote that control into the job description and kept it unchanged in the revised position description. (Union Brief at 34). The Union argues that in addition to achieving the Employer's goal of having Logistics direct the work of the Dispatch Coordinator, keeping clerks in Function 1 allows the Employer to use General Expeditors to cover for Dispatch Coordinators without violating the CBA and requires no change to the Dispatch Coordinator position description once the Arbitrator directs that the duty, craft, and selection method be corrected. (Union Brief at 34-35).

Regarding its assertion that the Dispatch Coordinator position should be *senior qualified*, not *best qualified*, the Union argues:

The Postal Service's explanation for switching to best qualified seems to rely on the same reasoning that dooms its change to the craft assignment. While Adams claimed Logistics always wanted the Dispatch Coordinator

to be best qualified, OE rejected that request with Labor Relations' tacit approval. The Postal Service offered no objective reason grounded in postal policy to unwind OE's initial assessment that the Dispatch Coordinator should be senior qualified. Reliance on Logistics' unclear demands or comments from the February 2023 meeting do not justify disregarding OE's procedures and policy, in the same way that those factors do not justify the craft reassignment.

Furthermore, making the Dispatch Coordinator a best qualified position is facially not fair, reasonable or equitable. Adams' vague assertions about finding qualified candidates for the Dispatch Coordinator do not square with demonstrable reality. As Adams admitted, the same *senior qualified* candidates who would qualify for the Dispatch Coordinator position are also likely the best qualified candidates given their experience with postal programs and practices. In any case, even a senior qualified candidate must "demonstrate that they possess a sufficient level of each KSA" in the revised Dispatch Coordinator position, and "[f]ailure to demonstrate any KSA is disqualifying" even in a senior-qualified job. The Postal Service will not be forced to hire unqualified candidates as Dispatch Coordinators because of the senior qualified selection method.

Not a single Clerk Craft position that the Postal Service compared the Dispatch Coordinator to is a best qualified position and Brooks explained that the long-held position of the APWU Clerk Craft is to reject having best qualified positions widely used in the Clerk Craft. Brooks explained that best qualified works against employees' rights under the contract and management's flexibility. It deprives Clerk Craft employees of job protections attendant to their seniority, but it also prevents management from using other Clerk positions like the General Expeditors to cover absences of Dispatch Coordinators.

It is therefore not fair, reasonable, or equitable to introduce best qualified into the Clerk Craft through the Dispatch Coordinator position, especially when the Postal Service offered no legitimate explanation for changing the selection method to best qualified from senior qualified.

(Union Brief at 35-36).

The Union requests that the Arbitrator hold that the revisions to the Dispatch Coordinator position were improper and should be rescinded and that the position should be assigned to the Clerk Craft as a *senior qualified* position. (Union Brief at 36).

The Union asks the Arbitrator to retain jurisdiction over the remedy in the event that the parties are unable to agree on implementation of the Award. (Union Brief at 36).

POSITION OF THE EMPLOYER

Addressing the Union’s arguments on the changes made between the two Dispatch Coordinator job descriptions, the Employer states:

It is no small irony that the Union now grieves the very process contemplated by Article 19: to meet and confer, take the Union’s suggestions into account and, if warranted, make changes. In this matter the record is clear that the Postal Service met, listened to Mr. Brooks, took his suggestions and questions into consideration, and, after applying appropriate Postal procedures, responded with changes that very much resemble Mr. Brooks’ observations. It is also worth noting that the position that the Postal Service originally proposed was never implemented. Discrepancies between the first draft job description and the job description ultimately implemented cannot be considered “changes” in the way that a distinction between an existing position and a revised position can. The original Article 19 proposal resulted in a discussion with the Union craft director, in which the Union itself suggested that the position should be a Level 8 job in the Motor Vehicle Services Craft, a sentiment with which another Union craft director later agreed. The Postal Service agreed with those suggestions, albeit after a full and complete review of its own. Nevertheless, this implemented position is the subject of this challenge. The Union’s argument on this topic is thus irrelevant and further highlights their lack of evidence to support a Contract violation.

(Employer Brief at 22-23).

The Employer argues that to prove that the craft assignment of the Dispatch Coordinator job description is inconsistent with the CBA, the Union must prove that the Employer failed to follow the procedure established in Article 1.5 of the CBA. *USPS, NALC, and APWU*, Case No. Q90N-6E-C 94051017, NALC No. 5106 (Snow 2001). (Employer Brief at 24). It maintains that the level or degree of consideration required of the criteria in Article 1.5 is one of “due consideration.” *USPS and APWU*, Case No. Q10V-4Q-C 15137526 (Goldberg 2019); *USPS and APWU*, Case No. Q1 1C-4Q-C 12252383 (Goldberg 2019). (Employer Brief at 24-25). The Employer avers that *due*

consideration is not about whether it was “right” or “wrong” in making its decision, but whether it “followed a process in which it examined each factor in good faith.” *Id.* at 12. (Employer Brief at 25).

The Employer maintains that it is the sole function of management to determine the duties and responsibilities to assign to a new bargaining unit position, as well as the other work requirements that will be established for the new position. *USPS and APWU*, Case No. AC-NAT-11991 at 25 (Garrett 1978). (Employer Brief at 25). It notes that arbitral decisions interpreting Article 19’s fair, reasonable, and equitable requirement have allowed management “reasonable flexibility” to run the Postal Service efficiently, balanced against the Union’s right to grieve such changes. *Id.*; see also, *USPS and APWU*, Case No. H4C-NA-C 81 (Mittenthal 1990) and *USPS and APWU, et al.*, Case No. Q06T-4Q-C I 1004742, at 30 (Jaffe 2015). (Employer Brief at 25).

The Employer cites Arbitrator Garrett’s award, which established the framework to analyze whether a job description and its job ranking is fair, reasonable, and equitable under Article 19. Case No. AC-NAT-11991. (Employer Brief at 25). The Employer states that Arbitrator Garrett observed that there are both procedural and substantive requirements under Article 19. He analyzed whether the job ranking of the position was fair, reasonable, and equitable under the “significant procedures prescribed in Subchapter 450 of the Postal Manual,” which predated Chapter 2 of the ELM applicable when the Dispatch Coordinator position was created. (Employer Brief at 26). The Employer asserts that Arbitrator Garrett determined that to follow this procedure and substantively comply with Article 19’s fair, reasonable and equitable requirements:

- (1) significant procedures prescribed in Subchapter 450 of the Postal Manual must be observed to the extent practicable, and
 - (2) the new position must be ranked by reference to the established Key Positions, as applied in accordance with the principles delineated in Subchapter 450.
- Case No. AC-NA T-1 11991 at 16.

(Employer Brief at 26).

Regarding the application of this analysis to the Dispatch Coordinator, the Employer argues:

To prove that the selection method of Best Qualified for the Dispatch Coordinator job is procedurally not fair, reasonable, and equitable, the Union must prove that the “significant procedures prescribed” in the ELM, Chapter 2 were not “observed to the extent practicable.” To prove that the selection standard method of Best Qualified for the Dispatch Coordinator job is substantively not fair, reasonable, and equitable, the Union must prove that the process the Postal Service followed did not conform to the principle that equal pay shall be given for substantially equal work and that any differences in pay must be based only on substantial differences in the difficulty of the work, degree of responsibility exercised, scope and variety of tasks and conditions of performance...

To prove its allegation that the selection method of Best Qualified is not fair, reasonable, and equitable, the Union must prove that, when the Postal Service established the selection method for the Dispatch Coordinator position, it disregarded its own “procedures and principles” set out in the ELM, Chapter 2 and in Handbook EL-350: Establishing Qualification Standards for Non-Bargaining, PS Ex. 1, Arb. p. 1, and PS Ex. 2, Arb. p. 2-45. Case No. AC-NAT-11991 at 15 (Garrett, July 3, 1978).

(Employer Brief at 26-27).

The Employer argues that it complied with Article 1.5 by giving due consideration to the listed criteria in that section. (Employer Brief at 27). It cites Arbitrator Goldberg, who observed that this standard is procedural in nature and requires that the Employer examine all six criteria in good faith. That is, the Employer may not ignore them, may not review them in a cursory fashion, nor may the Employer assign the craft based on anything other than due consideration of the six criteria. Case No. Q1 1C-4Q-C 12252383. (Employer Brief at 27).

The Employer states that following the February 2023 meeting with the Union in which Mr. Brooks questioned whether the Dispatch Coordinator position should be assigned to the Motor Vehicle Services Craft, the Employer continued its process of evaluating the position. (Employer Brief at 28). It notes that Ms. Reed and Ms. Adams consulted with Ms. Richardson for guidance in determining the appropriate craft. The

Employer notes that, although OE recommends craft assignment for a newly created position, Labor Relations interprets the CBA and advises of the appropriate craft assignment for new positions under Article 1.5. (Employer Brief at 28). The Employer cites Ms. Richardson’s testimony that criteria 2, 3, 4 and 6 under Article 1.5 “did not move the needle one way or the other” but criteria 1 and 5 supported placing the Dispatch Coordinator position in the Motor Vehicle Services Craft. (Employer Brief at 28).

The Employer avers that consideration of Article 1.5’s first criterion, “existing work assignment practices,” requires an examination of current work performed by each craft. Case No. Q90N-6E-C 94051017, NALC No. 5106 at 33. (Employer Brief at 28). It asserts that when examining the job duties of General Expeditors and Dispatch Coordinators, General Expeditors have only minimal interaction with the Yard Visibility system, and that they scan trucks in and out of the docks via the Surface Visibility scanner. This differs from the duties of Dispatch Coordinators, who reconcile trips with the daily schedule via the Yard Visibility system. (Employer Brief at 29). The Employer notes that General Expeditors receive minimal Yard Visibility training to understand how it interacts with the Surface Visibility system, whereas the Dispatch Coordinator receives much more extensive training on the Surface Visibility scanner. (Employer Brief at 29).

Regarding the fifth criterion of Article 1.5, “the integral nature of all duties which comprise a normal duty assignment,” the Employer argues that these must be evaluated according to *function*, not *duties*. Case No. Q90N-6E-C 94051017 at 33. (Employer Brief at 29). The Employer avers that the functional purpose of the Dispatch Coordinator, as well as the day-to-day work of the position, are very different from that of the General Expeditor. The Dispatch Coordinators has different responsibilities, and they are located in different areas of the RPDCs. (Employer Brief at 30). The Employer maintains that while the two positions coordinate, the General Expeditors retain their primary function of moving the mail *within the four walls of the facility*, while the

Dispatch Coordinator has *responsibility for the yard and the vehicles' conformance to the daily schedule*. This distinction in functions places the Dispatch Coordinator's work squarely within the Motor Vehicle Services Craft. (Employer Brief at 30).

The Employer asserts that it also complied with Article 7.2 of the CBA. (Employer Brief at 30). It cites the Union's claim that the original position was assigned to the Clerk Craft and that the subsequent changes were not significant enough to change the overall purpose of the position and justify it being reassigned to the Motor Vehicle Services Craft. (Employer Brief at 30-31). In response, the Employer argues:

First, the original job description for the Dispatch Coordinator...is not the job description that is the subject of this grievance. If the Union is arguing that the Postal Service already somehow gave the assignment to the Clerk Craft, and then later gave it to the Motor Vehicle Services Craft, such that the later assignment violated Article 7, that argument is belied by the facts and the Union's own concession. At hearing, Union Counsel conceded, as she must, that the Postal Service merely proposed a Dispatch Coordinator position in the Clerk Craft but never adopted or implemented it. Therefore, the Postal Service's later decision to propose and implement a Dispatch Coordinator position in the Motor Vehicle Services Craft was not a reassignment of work that had been given to the Clerk Craft already.

Second, as Ms. Richardson testified: "Article 7.2 is applicable if you are assigning work across Craft lines, and in this case, I don't believe we have assigned Clerk Craft work to the Motor Vehicle Services Craft." Tr. 340:18-22; 341: 7-12 (Richardson). In other words, any argument that the Union would make that the Postal Service violated Article 19 by making an assignment that violates the Contract via Article 7.2.A necessitates first making a finding that the Postal Service violated Article 1.5 -- so that the work was then given to another craft. The Union has offered no proof that the Postal Service failed to give due consideration to the criteria of Article 1.5. Accordingly, any argument made under Article 7.2.A must fail.

(Employer Brief at 30-31).⁶

⁶ This portion of the Employer's brief is cited here to ensure the complete presentation of the Employer's position. As noted, however, in footnote "5" above, while the Union cited this provision in its written filings during the Article 19 process, the issue was not pursued as a part of the Union's argument in its post-hearing brief.

The Employer further argues that its choice of the *best qualified* selection method for the position was fair, reasonable, and equitable and that the Union carries the burden of proof to show that such designation was not fair, reasonable, and equitable under Article 19. (Employer Brief at 32). It avers that the Union must prove that the Employer failed to follow “to the extent practicable” its job ranking process under the ELM, Chapter 2 when it established the *best qualified* selection method for the Dispatch Coordinator. Case No. AC-NAT-11991 at 16. (Employer Brief at 32).

The Employer maintains that although there is no formal process to determine selection method, it relies on a detailed process of job ranking pursuant to the ELM, Chapter 2. (Employer Brief at 32). The Employer argues that it followed “to the extent practicable” its job evaluation process described in the ELM, Chapter 2 when it established the *best qualified* selection method for the Dispatch Coordinator and that the Union has not proven that the Employer disregarded its own “procedures and principles” set out in the ELM, Chapter 2, and PS Form 820. Case No. AC-NAT-11991 at 15. (Employer Brief at 35-36). It avers that the Union disagrees with the craft assignment and *best qualified* designation, yet mere disagreement does not establish a violation of Article 19 when the Employer followed the principle and process of evaluating the job that supported a *best qualified* selection method that was fair, reasonable, and equitable. Case No. H4C-NA-C 56. (Employer Brief at 36).

The Employer contends that the Union has acknowledged that assignment to the Motor Vehicle Services Craft and *best qualified* designation are appropriate. (Employer Brief at 36). It cites the February 2023 meeting in which Mr. Brooks “surprised” Ms. Adams and Ms. Reed when he suggested that the Dispatch Coordinator position should be in the Motor Vehicle Services Craft and Level 8 to differentiate it from the General Expeditor. (Employer Brief at 36). It alleges that Mr. Brooks was not the only Union representative to make this representation and concession on behalf of the Union and points to the second meeting held with the Union after the May 12, 2023, Article 19 notice. At that time, Mr. Foster never expressed any opinion on the assignment to the

Motor Vehicle Services Craft or the fact that the Employer had previously proposed placement within the Clerk Craft. (Employer Brief at 36-37).

The Employer points out that in June 2023, Mr. Foster filed a national grievance regarding the Dispatch Coordinator job description pursuant to Article 19, alleging that the Dispatch Coordinator position was inconsistent with the CBA and that it was not fair, reasonable, and equitable, but not that it was inappropriately assigned to the Motor Vehicle Services Craft. (Employer Brief at 37). The Employer further cites a December 4, 2023, email between Mr. Foster and Mr. Blum in which Mr. Foster stated: “Notwithstanding the Step 4 dispute filed by the Motor Vehicle Services Craft on the Dispatch Coordinator position, and some of the particulars in the creation of this position, the Motor Vehicle Craft is not in disagreement with the assigning of this work to the Motor Vehicle Craft.” (Er. Ex. 5). (Employer Brief at 37).

The Employer responds to several additional arguments made by the Union during the hearing:

The Union’s first argument is that the Dispatch Coordinator position, even when set at Level 8, still most resembles the General Expeditor job, which is a Clerk Craft job, and thus it should have been assigned to the Clerk Craft...However, as explained in great detail *supra*, the Dispatch Coordinator and the General Expeditor perform different work...[A]fter its meeting with the Union in February 2023, Organizational Effectiveness continued to conduct its process to ascertain the appropriate craft assignment to recommend for the Dispatch Coordinator position, at which point it then learned from Labor Relations that, in consideration of the criteria of Article 1.5, if the position performed work most consistent with the Motor Vehicle Service Craft, then the position belonged in the Motor Vehicle Craft, not the Clerk Craft.

Second, the Union tried to explain away Mr. Brooks’s suggestion to place the position in the Motor Vehicle Craft...[T]he Postal Service did not merely adopt a change of proposed craft assignment because Mr. Brooks suggested it. Rather, the Postal Service thoroughly engaged in its process and decided for itself that the Motor Vehicle Service Craft was the correct assignment.

The Union’s third allegation is that the required exam for the Dispatch Coordinator position is a mail processing exam, which suggests that it

really is a Clerk Craft position...The Union offered no support or evidence that these exams were ONLY required for mail processing or clerk craft positions, or why the requirement of a position to take a general entrance exam should dictate the craft assignment or selection method of that position.

The Union's fourth argument was that because, consistent with longstanding precedent, no duties are exclusive to a craft, the motor vehicle duties in the Dispatch Coordinator position can be performed by clerks...The fact that the job could have gone to the Clerk Craft does not mean that the Postal Service erred by assigning it to another craft. And, given the logic of the Union's argument, it is equally true that the Dispatch Coordinators could be assigned to any craft in the APWU: Maintenance, Operating Services, Material Support - or in any other union as well. However, this is not true, and the Postal Service followed its obligation to give due consideration to the criteria set forth in Article 1.5...

Finally, the Union contended that the overall functional purpose of the Dispatch Coordinator is to manage the dispatching movement of mail outside of mail processing facilities out on the dock of mail processing facilities, and, because movement of mail is a Clerk Craft role, the Postal Service should have assigned this to the Clerk Craft. This argument relies on a fundamental factual flaw: that the Dispatch Coordinators manage movement of mail...[T]he functional purpose of the Dispatch Coordinator position is to manage the truck traffic into and out of the facility yard...[U]nlike General Expeditors, Dispatch Coordinators do not perform duties on the docks, they do not perform Surface Visibility scans of parcels coming off trucks, and they do not load and unload trucks on the docks.

(Employer Brief at 38-40).

The Employer argues that the Union failed to meet its evidentiary burden of proof that the craft assignment of the Dispatch Coordinator position is inconsistent with the CBA or that the *best qualified* standard is not fair, reasonable, and equitable. (Employer Brief at 41). The Employer requests that the grievance be denied. (Employer Brief at 41).

ANALYSIS AND DECISION

I. Introduction

This is a matter concerning an alleged violation of Article 19 of the CBA. The Arbitrator is called upon to determine if the Employer violated Article 19. If there is a violation of Article 19, the Arbitrator shall retain jurisdiction regarding an appropriate remedy. The essential role of the Arbitrator is to interpret the applicable section of the CBA with a view to determine whether the action of the Employer is violative of Article 19.

In coming to a decision and crafting the award, the Arbitrator's primary objective is to determine and give effect to the mutual intent of the Parties as expressed in the CBA. To this end, the Arbitrator does not rewrite the CBA, but rather applies the terms as written. The validity of the award is dependent upon the Arbitrator drawing the essence of the award from the language of the CBA and applying a standard of objective reasonableness to the analysis. It is not the function of the Arbitrator to fashion the Arbitrator's own brand of workplace justice.

II. The Burden of Proof Is With the Union

The burden of ultimate persuasion in this matter lies with the Union. For the reasons stated below, the Union has not met its burden of ultimate persuasion.

III. Arbitral Precedent for Review of New Position Descriptions

Both parties have cited the 1978 award by Arbitrator Garrett as being the seminal case establishing the appropriate framework for determining whether the Employer has properly evaluated and created a new bargaining unit position. Arbitrator Garrett held that the Employer must comply with the terms of its manual and handbook, particularly Subchapter 450 of the Postal Manual, which detailed the

principles and procedures for description and ranking of bargaining unit positions. Case No. AC-NAT-11991 at 15.

Arbitrator Garrett interpreted the phrase “fair, reasonable and equitable,” as referenced in Article 19, by reading it together with Subchapter 450 of the Postal Manual and the P-1 Handbook. *Id.* at 16. He determined that “the phrase...necessarily requires that (1) significant procedures prescribed in Subchapter 450 of the Postal Manual must be observed to the extent practicable; and that (2) the new position be ranked by reference to the established Key Positions, as applied in accordance with the principles delineated in Subchapter 450.” *Id.* at 16. The parties concur that Chapter 2 of the ELM is a similar set of procedures as Subchapter 450, which applied at the time of Arbitrator Garrett’s award.

Fundamentally, Arbitrator Garrett’s holding requires that when evaluating a new position, the Employer must follow its own established principles and procedures for creating the new position in order for the Employer to have made changes that are consistent with the terms of the CBA and that are fair, reasonable, and equitable under Article 19.

IV. The Employer Followed Its Process for Creating the Dispatch Coordinator Position Description

Initially, the Union has focused on comparing the differences between the proposed Dispatch Coordinator position description from December 2022, which was drafted to reflect the Clerk Craft, to the revised position description from May 2023, which was modified to reflect the Motor Vehicle Services Craft. The parties, however, do not dispute that the December 2022 job description was a draft presented to the Union for discussion purposes and was never implemented. The proper analysis of the issues presented to the Arbitrator must be focused on the May 2023 position description in and of itself and may not be based on a comparison of the May 2023 position to the draft from December 2022.

That being said, upon a thorough review of the Employer's process that led to the creation of the May 2023 Dispatch Coordinator position, it is clear that the Employer followed the proper procedures for evaluating and creating a new position. The procedure was consistent with the terms of the parties' CBA and the ELM.

The Employer began its process by holding internal discussions among Logistics, OE, and Labor Relations to review expectations and functions of the new position. The work being incorporated into the new Dispatch Coordinator position was work performed inconsistently across functions and positions. Initially, OE drafted the job description to reflect the Clerk Craft, Level 7, and *senior qualified* after comparing the proposed position to comparable positions within the Clerk Craft. Ms. Reed testified that at the time, OE was not aware that a job reporting through Logistics could not be assigned to the Clerk Craft.

The Employer provided notice of the draft of the position description to the Union pursuant to Article 19 in December 2022 and met with Mr. Brooks of the Union upon his request in February 2023. The February 2023 meeting between the Union and Employer was pivotal to the evolution of the Dispatch Coordinator position description that came later. Ms. Adams and Ms. Reed both testified that during the meeting, Mr. Brooks questioned the craft assignment for the position because it appeared to be related to motor vehicles. Mr. Brooks testified that he stated that the position lined up under Logistics and that as such, the job could only be posted for bid for the Motor Vehicle Services Craft and not the Clerk Craft. Mr. Brooks further testified that the Motor Vehicle Services Craft has a position of Vehicle Dispatcher and that he wanted to speak with Mr. Foster regarding any conflict between the crafts. Mr. Brooks also testified that he explained that issues with Article 12 of the CBA could be avoided if the Dispatch Coordinator position was labelled as *best qualified*, as the position would be directing General Expeditors, dealing with dispatch, and with trucks checking in and checking out. Mr. Brooks, however, also testified that he did not state that the position should be labelled *best qualified*. This is contrasted with the testimony of Ms.

Adams and Ms. Reed, who both testified that Mr. Brooks suggested that the position be labelled as *best qualified*.

Based on what the Employer's representatives heard from the Union's representatives during the February 2023 meeting, the Employer continued its review of the Dispatch Coordinator position, considered the Union's comments and suggestions, including elevating the position to Level 8, and further revised the job description. Mr. Brooks' questioning of the craft assignment and commentary that the position should be *best qualified* were heard by the Employer and duly considered during the final analysis of the position description. The evidence further shows, however, that the Employer continued to investigate and study the appropriateness of the craft assignment and the labelling of the position after the February 2023 meeting. This Arbitrator, therefore, finds that the Employer did not rely on Mr. Brooks' statements during the February 2023 meeting as dispositive. The Employer, instead, heard the statements and continued to give appropriate consideration to the relevant criteria.

After the February 2023 meeting, OE continued to meet with Logistics and Labor Relations, at which time Ms. Richardson recommended that the position be placed within the Motor Vehicle Services Craft. OE then compared the Dispatch Coordinator position to other positions within that craft and ultimately determined to make the position a Level 8, *best qualified*.

The Employer then sent a revised Article 19 notice to the Union with the updated job description and met with Mr. Foster at the Union's request. There is no record evidence indicating that Mr. Foster, as the Union's representative at the second meeting, expressed disagreement with the Dispatch Coordinator being in the Motor Vehicle Services Craft as presented.

When the Employer's process for creating the job description and presenting it to the Union are viewed as a whole, it is evident that the Employer adequately followed its procedures in developing the job description for the Dispatch Coordinator and

presenting it to the Union. While there may have been several internal procedural hiccups leading to the first draft of the job description, such as OE being unaware that a Logistics role could not be within the Clerk Craft, such missteps were inconsequential to the ultimate determination made by the Employer regarding the final draft of the job description for the Dispatch Coordinator.

Of particular note were the communications made by Mr. Brooks to Ms. Adams and Ms. Reed during the February 2023 meeting. Mr. Brooks verbalized his recommendations for the job description, which the Employer heard and incorporated into the revised version. At the same time, Mr. Brooks grieved the craft and selection method that testimony indicates he recommended to the Employer. Furthermore, the Employer's understanding that the Union concurred with the Motor Vehicle Services Craft designation was further supported by Mr. Foster's December 2023 email to Mr. Blum, copying the Union President, that "the MVS Craft is not in disagreement with the assigning of this work to the MVS Craft." (Er. Ex. 5).

In sum, the Employer undertook a good faith effort to follow the process and procedures for creating a position description for the Dispatch Coordinator. This included following the articulated process in Article 19 for providing proper notice to the Union and engaging in discussions at the Union's request, including incorporating the Union's feedback. Furthermore, based on Mr. Brooks's comments in February 2023 pursuant to the Article 19 process, the Employer had good reason to believe that the Union would concur with its May 2023 revisions to the job description.

V. The Work of the Dispatch Coordinator is Meaningfully Different than the Work of the General Expeditor

Having found that the process itself was followed by the Employer, the analysis turns to whether the Employer properly evaluated the work of the Dispatch Coordinator in determining the appropriate craft assignment. While the Union argues that Dispatch Coordinator work is more closely related to roles within the Clerk Craft,

namely the General Expeditor, a comparison of the Dispatch Coordinator to the General Expeditor demonstrates that the Dispatch Coordinator work is meaningfully different than the work of the General Expeditor when comparing their functional purposes and job functions.

VI. The Functional Purposes of the Positions are Different

The General Expeditor job description states that the functional purpose is to coordinate “*dock activities including timely loading, unloading, and scanning of mail containers, and proper routing and dispatch of mails in adherence with dispatch schedules.*” [Emphasis added]. (Jt. Ex. 7b).

The functional purpose of the Dispatch Coordinator is to coordinate “*arrivals and departures [to] ensure adherence to [the] dispatch schedule, to ensure transportation is available in accordance with the operational plan,*” work “*with mail processing to facilitate timely loading, unloading and dispatch of trips,*” and submit “*financial documentation for transportation to ensure accurate and timely payment to highway contract route (HCR) suppliers.*” [Emphasis added]. (Jt. Ex. 8a).

A review of the functional purposes of the two positions highlights a clear and substantive distinction between their roles. **General Expeditors** primarily handle the *movement of mail*. Their core responsibility is to ensure that mail is properly loaded, unloaded, scanned, routed, and dispatched at the dock doors. Although their work brings them into contact with trucks, their function is limited to managing the mail that moves on and off those trucks. They do **not** direct, schedule, or control the movement of the trucks themselves.

In contrast, **Dispatch Coordinators** are responsible for the *movement of trucks*. Their functional purpose centers on managing truck arrivals and departures, coordinating yard traffic, and ensuring adherence to transportation schedules. While they communicate with Mail Processing to support timely dock operations, Dispatch

Coordinators do **not** handle mail or engage in mail-processing tasks. Their focus remains on vehicle flow, yard visibility, and trip coordination—not on mail flow.

Additionally, although the General Expeditor reporting structure was modified in or around April 2025 to place that position under Logistics for supervisory purposes, General Expeditors remain part of Mail Processing and retain a mail-handling function. Dispatch Coordinators, by contrast, are structurally and functionally tied to Logistics because their responsibilities relate to transportation operations and truck management rather than mail processing.

The assignment structure, however, reflects the distinct functional focus of each position: the Dispatch Coordinator is aligned with Logistics, while the General Expeditor remains aligned with Mail Processing.

The Union has suggested that the Dispatch Coordinator role could be assigned to the Clerk Craft, similar to the modifications made to the General Expeditor's reporting and management structure in April 2025. However, there is no evidence that Clerk Craft positions currently report through Logistics in any respect. Moreover, absent any collectively bargained limitations to the contrary, it is within management's discretion to determine the supervisory structure of the Dispatch Coordinator. In the case of the Dispatch Coordinator, the Employer exercised that discretion by assigning the position to and placing it under the supervision of Logistics.

VII. The Job Functions and KSAs of the Positions are Different

The Union maintains that the job functions of the Dispatch Coordinator and General Expeditor are the same at their core, except for two vehicle-related functions in the Dispatch Coordinator position. When comparing the specific duties and responsibilities in each position description, however, it is evident that the two positions are not the same at their core.

Of the nine (9) substantive duties and responsibilities listed in the General Expeditor job description, all focus on the movement of mail. (Jt. Ex. 7b). Item #4

references the examination of “mail loads on vehicles to determine degree of utilization and adherence to highway safety regulations,” yet this duty is primarily about mail on a truck. (Jt. Ex. 7b). Item #5 describes the General Expeditor as maintaining “close contact with logistics and mail processing supervisors to assure coordination of mail routing and dispatch operations.” This explains how the General Expeditor interacts with the Dispatch Coordinator or similar roles. (Jt. Ex. 7b). These functions are contrasted with the ten (10) substantive duties and responsibilities listed in the Dispatch Coordinator job description, all of which focus on the timely movement and dispatching of trucks. (Jt. Ex. 8a). None of the Dispatch Coordinator duties and responsibilities reference the movement of mail.

Detailed testimony was provided regarding the actual role of the Dispatch Coordinator on a daily basis. This position acts in a logistical function to oversee and orchestrate the movement of trucks at very large, complex, and busy RPDCs. Ms. Adams likened the work of the Dispatch Coordinator to the work of an air traffic controller. Dispatch Coordinators use Yard Visibility and Surface Visibility software systems, along with the transportation schedules, to remain accountable for and visualize all truck traffic moving across the facilities. They perform this work from either the control center or the gatehouses and check trucks into and out of the yard.

The work of the General Expeditor, on the other hand, is quite different. General Expeditors check trucks into and out of the dock doors and are responsible for unloading and loading mail onto the trucks, among other mail-related duties. General Expeditors work with Mail Handlers, and their duties are within the four walls of the facility, rather than the yard. General Expeditors do not play a role in managing the logistics of vehicles arriving and departing the facility.

The KSAs associated with the two positions also substantially differ, with the Dispatch Coordinator position requiring:

Knowledge of dispatch schedules and dock operations sufficient to coordinate arrivals and departures” and “2. Knowledge of safety

requirements and regulations of dock and yard operations at a level sufficient to conduct safety compliance reviews and yard checks.

(Jt. Ex. 8a).

These KSAs are more detailed and extensive than the KSAs of the General Expeditor. While the Union has pointed out that both positions require candidates to pass the Mail Processing 476 Exam, this requirement, in and of itself, in light of the wide differences between the two jobs, would not justify the assignment of the Dispatch Coordinator to the Clerk Craft. The work of the Dispatch Coordinator, therefore, is meaningfully different than the work of the General Expeditor.

VIII. The Employer Gave Due Consideration to the Criteria of Article 1.5 When It Assigned the Dispatch Coordinator to the Motor Vehicle Services Craft.

Having found that the Dispatch Coordinator position and the General Expeditor positions are meaningfully different from one another, the analysis next turns to whether the Dispatch Coordinator was appropriately assigned to the Motor Vehicle Services Craft by the Employer. The parties concur that the provisions of Article 1.5 describe the criteria to be used by the Employer when determining the appropriate craft for a new position. Specifically, Section A of Article 1.5 provides, in pertinent part:

Each newly created or revised position which contains non-managerial and non-supervisory duties shall be assigned by the Employer to the National craft unit most appropriate for such position within thirty (30) days after its creation or revision...The following criteria shall be used in making this determination:

1. existing work assignment 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.

(Jt. Ex. 1).

The Union alleges that the Dispatch Coordinator duties, craft assignment, and selection method fail to satisfy the terms Article 1.5. Ms. Richardson of Labor Relations, however, testified that of the six (6) criteria in Article 1.5, she deemed criteria #1 and #5 of Article 1.5 most pertinent to evaluating the appropriate craft assignment for the Dispatch Coordinator. (Tr., D. 2, p. 339, L. 7-10). The Employer points to an award by Arbitrator Snow, which further explained each of the criteria. Arbitrator Snow held that consideration of the first criterion, “existing work assignment practices,” requires an examination of current work performed by each craft. Case No. Q90N-6E-C 94051017 at 33. It is undisputed that the Employer undertook a detailed review of the work performed by positions within both the Clerk Craft and the Motor Vehicle Craft when determining the craft assignment of the Dispatch Coordinator. Arbitrator Snow further held that the fifth criterion, “the integral nature of all duties which comprise a normal duty assignment,” must be evaluated according to function, not duties. *Id.* It is evident that the function of the Dispatch Coordinator surrounds the movement of trucks, rather than the movement of mail, and the Employer relied on this when determining the appropriate craft assignment.

This case is indistinguishable from Arbitrator Snow’s award. Based on testimony presented at the hearing and the aforementioned clear delineation between the role of the Dispatch Coordinator and that of the General Expeditor, it is evident that the “existing work assignment practices” and “integral nature of all duties which comprise a normal duty assignment” are quite different between the two positions. Primarily, the integral nature of the Dispatch Coordinator role is the logistical movement of trucks, while the integral nature of the General Expeditor is the movement of mail.

Furthermore, Article 1.5 requires that

... [b]efore such assignment of each new or revised position or non-managerial and non-supervisory work the Employer shall consult with the

Union signatory to this Agreement for the purpose of assigning the new or revised position or non-managerial and non-supervisory work to the National craft unit most appropriate for such position.

(Jt. Ex. 1).

By engaging in the notice and meeting procedure outlined in Article 19 and substantively discussing the appropriate craft designation with the Union during the February 2023 meeting, the Employer adhered to the requirement in Article 1.5 to consult with the Union about the most appropriate craft for a new position. Also, as previously stated, Mr. Brooks provided feedback to the Employer regarding craft designation, which the Employer duly considered during the revision process.

Therefore, the Employer properly gave due consideration to the terms of Article 1.5. It then determined that the Dispatch Coordinator should be assigned to the Motor Vehicle Services Craft.

IX. The Motor Vehicle Services Craft Assignment of the Dispatch Coordinator Was Fair, Reasonable, and Equitable under Article 19.

When the actual work performed by the Dispatch Coordinator is reviewed in its entirety from an objective analysis, the work more closely aligns with the Motor Vehicle Services Craft, rather than the Clerk Craft. Article 19, Section 1, provides:

Those parts of all handbooks, manuals and published regulations of the Postal Service, that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall contain nothing that conflicts with this Agreement, and shall be continued in effect except that the Employer shall have the right to make changes that are not inconsistent with this Agreement and that are fair, reasonable, and equitable.

(Jt. Ex. 1).

Arbitrator Garrett’s award defined “fair, reasonable, and equitable” as the Employer following the procedures in the CBA and ELM when creating a new position.

As explained above, the Employer followed the proper procedures in the CBA and ELM when it created the Dispatch Coordinator position.

The Union has presented a variety of Level 6 and Level 7 position descriptions in the Clerk Craft (Bulk Mail Dock Clerk, Lead Mail Processing Clerk, Mail Processing Clerk, and Lead Customer Service Clerk) and Motor Vehicle Services Craft (Vehicle Dispatcher, Office Clerk Vehicle Operations, and Clerk Vehicle Dispatching). (Un. Ex. 4 through 10). OE reviewed most of the job descriptions referenced by the Union during its analysis of the Dispatch Coordinator position. These other job descriptions further emphasize that the Dispatch Coordinator is appropriately assigned to the Motor Vehicle Services Craft.

Beyond the General Expeditor position discussed above, a review of the other Clerk Craft job descriptions presented by the Union further distinguishes the work of the Clerk Craft from the work of the Dispatch Coordinator. The Bulk Mail Dock Clerk, Level 7, focuses on technical and clerical assignments involving the trailer movement of mail on the docks. (Un. Ex. 4). The Lead Mail Processing Clerk, Level 7, and the Mail Processing Clerk, Level 6, perform clerk duties for processing, sorting, and loading mail. (Un. Ex. 8 & 9). The Lead Customer Service Clerk, Level 7, performs clerk duties for customer service using mail processing equipment and sorting and distribution methods. (Un. Ex. 10). All of these Clerk Craft functions focus on the goal of moving mail.

A review of the Motor Vehicle Services Craft job descriptions presented by the Union further supports the Dispatch Coordinator's assignment to the Motor Vehicle Services Craft. The Vehicle Dispatcher, Level 7, conducts the dispatching of vehicles, assigning vehicles to schedule routes, and issuing schedules. (Un. Ex. 5). The Office Clerk Vehicle Operations, Level 6, performs office and clerical duties related to vehicle accidents, maintains a primary set of scheduled vehicle runs, and prepares vehicle utilization data. (Un. Ex. 6). The Clerk Vehicle Dispatching, Level 6, performs clerical functions related to vehicle dispatching activities, assigns vehicles to service runs and

delivery routes, and prepares work schedules of motor vehicle operators. (Un. Ex. 7). All of these Motor Vehicle Services Craft functions focus on the goal of moving vehicles.

As such, the Employer's assignment of the Dispatch Coordinator position, which focuses on the movement of vehicles, to the Motor Vehicle Services Craft was fair, reasonable, and equitable under Article 19.

X. *The Best Qualified Selection Method of the Dispatch Coordinator Was Fair, Reasonable, and Equitable Under Article 19*

The Employer contends that it fully engaged in the appropriate process pursuant to the ELM to determine the selection method for the Dispatch Coordinator position. The Union has suggested that the Dispatch Coordinator should be *senior qualified* and that this designation would not impact the Employer's candidate pool, as any senior applicant must still meet the minimum KSAs. The Employer, on the other hand, argues that a candidate who meets the very minimum may be the successful candidate under that scenario, and yet, may not possess the specific skills and knowledge being sought for the Dispatcher Coordinator role. Ms. Adams testified that Logistics initially asked for the position to be *best qualified* due to the accountability and visibility of truck traffic and for applicants to demonstrate knowledge of Yard Visibility or Surface Visibility, which she was concerned would not be demonstrated if the position was *senior qualified*.

The Employer considered the statements of Mr. Brooks when it continued its analysis of the proper selection method for the position after the February 2023 meeting. Mr. Brooks testified that during the meeting, he was attempting to explain to the Employer that the only way to avoid certain contractual issues would be to label the position as *best qualified*. The Employer then thoughtfully considered this recommendation from the Union. The evidence supports the Arbitrator's finding that the statements made by Mr. Brooks at the February 2023 meeting were not dispositive

for the Employer as the proper assignment of the position or whether the position was to be labeled *senior qualified* or *best qualified*.

Ms. Reed testified that OE reviewed other positions to determine that the Dispatch Coordinator should be *best qualified*, including Office Clerk Vehicle Operations; Clerk Vehicle Dispatching; Administrative Clerk VMF; Vehicle Operations Maintenance Assistant; Vehicle Operations Assistant Bulk Mail; and Vehicle Dispatcher. Most of these positions were also reviewed by the Union when it made its own comparisons to the Dispatch Coordinator job description. The Office Clerk Vehicle Operations is a Level 6, *best qualified*. (Un. Ex. 6). The Clerk Vehicle Dispatching is a Level 6, *senior qualified* when filled from either a Motor Vehicle Operator or Tractor-Trailer Operator, but *best qualified* when filled from any other position. (Un. Ex. 7).

These two Motor Vehicle Services Craft positions being *best qualified* at a lower level than the Dispatch Coordinator emphasizes that the Employer's selection method determination was fair, reasonable, and equitable under Article 19. It is undisputed that the Dispatch Coordinator role requires logistical experience, including with specific software regarding the movement of trucks. As such, the Employer was within its purview to determine that the Dispatch Coordinator should be a *best qualified* position.

While the Union may object to the concept of *best qualified* positions generally, mere objection cannot result in a finding that the Employer failed to choose the selection method in a manner that was unfair, unreasonable, and inequitable under Article 19. Rather, similar to the Employer's procedural analysis regarding craft designation, the Employer considered the statements and suggestions made by Mr. Brooks during the February 2023 meeting as a part of the Employer's consideration in arriving at its final selection method for the Dispatch Coordinator position. As such, the Employer's *best qualified* selection method for the Dispatch Coordinator position was fair, reasonable, and equitable under Article 19.

CONCLUSION

The grievance is dismissed in its entirety. The Arbitrator has considered all the evidence, arguments, and authorities set forth by the Parties. The Arbitrator, however, may not have repeated every item of documentary evidence, nor may the Arbitrator have repeated completely all the arguments or specifically cited all the authorities presented in the respective submissions.

AWARD

1. The craft assignment and *best qualified* designation by the Postal Service of the Dispatch Coordinator PS-08 position was consistent with the national agreement and was fair, reasonable, and equitable.
2. The grievance is dismissed in its entirety.

Dated: March 6, 2026
Columbia, MD

Homer C. La Rue

Homer C. La Rue
Arbitrator

AFFIRMATION

I, Homer C. La Rue, being admitted to practice in the courts of New York, Maryland, and the District of Columbia, understand the penalties for perjury, and I affirm that this document is my Decision and Award, and that the signature affixed above is mine.

Date : March 6, 2026

Homer C. La Rue

Homer C. La Rue
Arbitrator