

## Cross-craft assignments

**T**he following are excerpts from related Step 4 settlements and a national arbitration award by National Arbitrator Richard Bloch. These provisions can be cited in all crossing craft grievances, regardless of whether or not grievances are a result of the APWU and the USPS agreeing to carry over job description elements from the old “Special Delivery Messenger” position.

### June 6, 1992, Step 4 Settlement—M-01080

The issue in this grievance is whether the delivery of Priority and First Class Mail by Special Delivery messengers violates the terms and conditions of the National Agreement....

In the particular fact circumstances of this case, the work described, i.e., the delivery of First Class and Priority Mail on a route served by a Letter Carrier, is Letter Carrier work. The propriety of a Cross Craft assignment can only be determined by the application of Article 7 section 2.

### April 8, 1993, Step 4 Settlement—M-01125

The issues in this grievance are whether Management violated the National Agreement by assigning delivery of first class and priority mail to a Special Delivery Messenger....

We further agreed that the delivery of first class and priority mail on a route served by a letter carrier is letter carrier work. The propriety of a cross craft assignment can only be determined by the application of Article 7.2.

### March 3, 1994, Step 4 Settlement—M-01188

The issue in this grievance is whether Management violated the National Agreement by assigning delivery of first class and priority mail within the boundaries of established city delivery to Clerks and Special Delivery Messengers....

During our discussion we mutually agreed that the delivery of first class and priority mail on a route served by a letter carrier is letter carrier work. The propriety of a cross craft assignment can only be determined by the application of Article 7.2.

**Article 7, Section 2 of the National Agreement lists the circumstances in which management can assign work across craft lines. It has been ruled at the national level that there are only two circumstances where cross-craft assignments are proper: Article 7, Section 2.B**

(Insufficient Work) and Article 7, Section 2.C (Exceptional Workload Imbalance).

In the national level arbitration award C-04560, Arbitrator Richard Bloch found that Article 7, Sections 2.B and 2.C severely limit management’s right to assign work across craft lines. In this decision, Bloch states in relevant part:

Taken together, these provisions support the inference that Management’s right to cross craft lines is substantially limited. The exceptions to the requirement of observing the boundaries arise in situations that are not only unusual but also reasonably unforeseeable. There is no reason to find that the parties intended to give Management discretion to schedule across craft lines merely to maximize efficient personnel usage; this is not what the parties have bargained. That an assignment across craft lines might enable Management to avoid overtime in another group for example, is not, by itself, a contractually sound reason. It must be shown that there was ‘insufficient work’ for the classification or, alternatively, that work was ‘exceptionally heavy’ in one occupational group and light, as well, in another.

Inherent in these two provisions, as indicated above, is the assumption that the qualifying conditions are reasonably unforeseeable or somehow unavoidable. To be sure, Management retains the right to schedule tasks to suit its need on a given day. But the right to do this may not fairly be equated with the opportunity to, in essence, create ‘insufficient’ work through intentionally inadequate staffing.

Remember that efficiency (avoiding overtime pay) is *not* a valid reason to assign work across craft lines.

An example of an issue statement that might be used when an employee from another craft performs city letter carrier work is: “Did Management violate Article 7, Section 2, and the step 4 settlements M-01080, M-01125 and M-01188 via Article 15 of the National Agreement by utilizing a clerk to perform city letter carrier duties on (date), and if so, what should the remedy be?”

Remedy advice and guidance can be found on page 7-17 of the *Joint Contract Administration Manual (JCAM)*. More information on this subject can be found on pages 7-15 to 7-18 of the April 2009 *JCAM* and pages 58-60 of the 2009 Materials Reference System (MRS). ☒

## National grievance on USPS filming letter carriers

**A**s reported on page 30, the Postal Service has been filming letter carriers performing office duties on some routes in selected delivery units since mid-October. Its intention is to use the data collected with these cameras to support its desire to raise casing standards and reduce fixed office time for letter carriers.

NALC President Fredric Rolando responded by initiating a national-level interpretive dispute on Oct. 28. The text of the letter sent to USPS Vice President of Labor Relations Doug Tulino initiating this interpretive dispute is printed below. This letter outlines the position that NALC has taken on this issue.

Re: Video Collection of Data

Dear Doug:

Pursuant to Article 15, Section 3.F of the National Agreement, I hereby initiate at the national level the following interpretive dispute arising from management's unilateral collection of data and analysis of office activities for the purpose of changing work standards.

By letter dated April 8, 2011, the Postal Service notified NALC of its plans to study approximately 400 city letter carrier routes. The study involves the use of video cameras to record the time spent by letter carriers in the performance of office tasks. The study was initially cancelled while our representatives conducted a joint study of office work methods. However, the Postal Service has recently begun the unilateral video review. We have been advised that the data being gathered is for the purpose of changing office work standards for city letter carriers.

The interpretive issue presented is whether the current study is covered by Article 34 of the National Agreement. It is our understanding that the Postal Service's position is that the study falls outside the scope of Article 34. We disagree. It is the position of the NALC that Article 34 covers the making of any "time or work studies which are to be used as a basis for changing current or instituting new work measurement sys-

tems or work or time standards," even if the Postal Service intends to achieve the new work or time standards through collective bargaining or interest arbitration. Moreover, the conduct of the study thus far fails to comply with the requirements of Article 34. For example, the Postal Service has failed to provide NALC with timely notice of when each office review is to be conducted in sufficient time to allow me, as NALC President, to designate a qualified representative to observe the making of the study, as provided by Article 34, Section B.

In addition, the study involves the use of new methods of gathering and analyzing data, such as the use of video cameras, which themselves have not been the subject of negotiation. This unilateral change in terms and conditions of employment violates Article 5.

A meeting to discuss this interpretive dispute should be scheduled expeditiously. Please have your representatives contact NALC Director of City Delivery Lew Drass to make the necessary arrangements.

**Section 141.2 of the M-39 handbook covers the rules for when management performs an office mail count. It states:**

When management desires to determine the efficiency of a carrier in the office, a count of mail may be made. The carrier must be given one day's advance notification of this special count. Use Form 1838-C to record count and time items concerned. The carrier must be advised of the result of the office mail count.

These rules are simple and not interpretive. Management is required to give us proper advance notice of the count, use PS Form 1838-C, and advise the letter carrier of the results of the office mail count. If these rules are not being followed, these matters should be addressed with local grievances citing a violation of section 141.2 of the M-39 handbook via Article 19 of the National Agreement. ☒