

Cross-craft assignments

The 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). ☒