

Cross-craft assignments and non-traditional work

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 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.

“Non-traditional work includes Sunday parcel delivery, grocery delivery, evening or early morning delivery, and any current or future products delivered or collected within city delivery territory.”

Stewards also should be aware of the non-traditional work the Memorandum of Understanding Re: Delivery and Collection of Competitive Products defines as city carrier craft work. The MOU can be found on page 171 of the National Agreement. It states, in relevant part:

The collection and delivery of such products which are to be delivered in city delivery territory, whether during or outside of normal business days and hours, shall be assigned to the city letter carrier craft. The Postal Service will schedule available city letter carrier craft employees in order to comply with the previous sentence. However, the parties recognize that occasionally circumstances may arise where there are no city letter carrier craft employees available. In such circumstances, the Postal Service may assign other employees to deliver such products, but only if such assignment is necessary to meet delivery commitments to our customers.

This non-traditional work includes Sunday parcel delivery, grocery delivery, evening or early morning delivery, and any current or future products delivered or collected within city delivery territory. Cross-craft assignments made to perform this work that violate the provisions of Article 7.2 should be grieved in the same manner as any other improper cross-craft assignment.