

**Contract Administration Unit**

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# Protecting letter carrier work

**W**ith staffing issues existing in many parts of the country, NALC has received numerous reports of management utilizing employees from other bargaining-unit crafts to perform city letter carrier work. There also have been reports of city letter carriers being forced to work in other crafts. Protecting the work in the letter carrier craft is important, and local branches must carefully monitor cross-craft assignments both inside and outside of the letter carrier craft. While the Postal Service does have the ability to assign employees across craft lines, there are contractual limitations. This article will review these prohibitions and exceptions to the assignment of city letter carrier work.

Articles 1 and 7 of the National Agreement protect city letter carrier work and are vital to the craft. Specifically, Article 1 prohibits supervisors, including bargaining-unit employees serving in a temporary supervisor (204b) position, from performing bargaining-unit work.

The 2022 *Joint Contract Administration Manual (JCAM)*, on page 1-5, explains how these provisions also apply to carriers serving a detail as a 204b or acting supervisor, stating:

The prohibition against supervisors performing bargaining unit work also applies to acting supervisors (204b). The PS Form 1723, which shows the times and dates of the 204b detail, is the controlling document for determining whether an employee is in a 204b status. A separate PS Form 1723 is used for each detail. A single detail may not be broken up on multiple PS Forms 1723 for the purpose of using a 204b on overtime in lieu of a bargaining unit employee. Article 41.1.A.2 requires that a copy of the PS Form 1723 be provided to the union at the local level.

An acting supervisor (204b) may not be used in lieu of a bargaining-unit employee for the purpose of bargaining unit overtime. An employee detailed to an acting supervisory position will not perform bargaining unit overtime immediately prior to or immediately after such detail on the day he/she was in a 204b status unless all available bargaining unit employees are utilized.

The language prohibiting supervisors from performing bargaining-unit work in offices with 100 or more bargaining-unit employees, except in certain circumstances, is found in Article 1, Section 6.A, which states:

A. Supervisors are prohibited from performing bargaining unit work at post offices with 100 or more bargaining unit employees, except:

1. in an emergency;
2. for the purpose of training or instruction of employees;
3. to assure the proper operation of equipment;
4. to protect the safety of employees; or
5. to protect the property of the USPS.

*JCAM* page 3-1 explains that an emergency is defined as an unforeseen circumstance or a combination of circumstances that calls for immediate action in a situation that is not expected to be of a recurring nature.

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Article 1, Section 6.B prohibits supervisors from performing bargaining-unit work in offices with fewer than 100 bargaining-unit employees except under the circumstances described under Section 6.A, or when the duties are included in the supervisor’s position description.

It is important to note, as explained on page 1-6 of the *JCAM*, that in offices with fewer than 100 bargaining-unit employees, no matter what appears in a supervisor’s job description, it does not authorize the supervisor to perform bargaining-unit work as a matter of course every day, but rather to meet established service standards. Additionally, the Step 4 settlement in case number H7N-2M-C443, dated May 17, 1988 (M-00832 in NALC’s Materials Reference System), specifically explains that phrases found in the supervisor’s position description such as “distribution tasks” or “may personally perform non-supervisory tasks” does not mean casing mail into letter carrier cases.

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# Protecting letter carrier work (continued)

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Branches that need to determine whether a post office has 100 or more bargaining-unit employees should contact their national business agent. Keep in mind that determining whether an office has more than 100 bargaining-unit employees is different than calculating the workyear designation of a facility. When counting the number of bargaining-unit employees, all craft employees—both career and non-career—are counted. When determining the workyear designation of an office, only career bargaining-unit employees, excluding rural letter carriers, are counted. Therefore, an office may be designated as a less than 100-workyear office for other contractual provisions while having more than 100 bargaining-unit employees as defined in Article 1.

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For cross-craft assignments, Article 7, Sections 2.B and 2.C define the limited circumstances when management is permitted to assign employees to work in another craft.

Article 7, Section 2.B allows management to assign an employee, such as a full- or part-time regular employee, to perform work in another craft if there is insufficient work to maintain their guaranteed hours in their own craft. This section permits management to avoid paying an employee for not working. The language states:

B. In the event of insufficient work on any particular day or days in a full-time or part-time employee’s own scheduled assignment, management may assign the employee to any available work in the same wage level for which the employee is qualified, consistent with the employee’s knowledge and experience, in order to maintain the number of work hours of the employee’s basic work schedule.

Article 7, Section 2.C deals with exceptional workload imbalances. This section permits a cross-craft assignment where one craft has an exceptionally heavy workload while another craft has a light workload. This section states:

C. During exceptionally heavy workload periods for one occupational group, employees in an occupational group experiencing a light workload period may be assigned to work in the same wage level, commensurate with their capabilities, to the heavy workload area for such time as management determines necessary.

A decision by National Arbitrator Richard Bloch in case number A8-W-0656, dated April 7, 1982 (C-04560), addresses these two provisions. Found on page 7-14 of the *JCAM*, Arbitrator Bloch writes:

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 either 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. To so hold would be to allow Management to effectively cross craft lines at will merely by scheduling work so as to create the triggering provisions of Subsections B and C. This would be an abuse of the reasonable intent of this language, which exists not to provide means by which the separation of crafts may be routinely ignored but rather to provide the employer with certain limited flexibility in the fact of pressing circumstances.

As Article 3 provides management with the exclusive right to hire and retain employees, it is logical that inadequate staffing does not allow management to circumvent Article 7, Section 2. If a grievance is filed and management takes the position of invoking cross-craft assignments due to inadequate staffing, shop stewards

should be sure to reference Arbitrator Bloch's analysis from the *JCAM*.

Although Article 7, Sections 2.B and 2.C do allow management to make cross-craft assignments in limited circumstances, there is one important exception. Assignments made between the letter carrier craft and the rural carrier craft are prohibited. The memorandum of understanding (MOU) Re: Article 7, 12 and 13 – Cross Craft and Office Size explains that assignments across craft lines would continue as they were under the 1978 National Agreement. Since the rural letter carrier craft was not covered under this agreement, cross-craft assignments between the city and rural carrier crafts are prohibited, except in emergency situations. This is addressed on page 7-16 of the *JCAM*, which states:

**Rural Carriers Excluded.** Paragraph A of this Memorandum of Understanding (National Agreement page 145) provides that the crossing craft provisions of Article 7.2 (among other provisions) apply only to the crafts covered by the 1978 National Agreement—i.e., letter carrier, clerk, motor vehicle, maintenance, and mail handler. So cross craft assignments may be made between the carrier craft and these other crafts, in either direction, in accordance with Article 7.2. However, rural letter carriers are not included. So cross craft assignments to and from the rural carrier craft may not be made under Article 7.2. They may be made only in emergency situations as explained below.

The Step 4 settlement in case number H90N-4H-C 92041282, dated March 3, 1994 (M-01188), specifically addresses delivery of First-Class and Priority Mail within the boundaries of established city delivery to clerks and special delivery messengers. This settlement states, in part:

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.

The MOU Re: Delivery and Collection of Competitive Products, addresses the delivery and collection of products that may fall outside of the normal definition of letters, flats or parcels. This agreement, found on page 167 of the National Agreement, 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 recog-

nize 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.

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When management improperly assigns a city letter carrier to work outside of the craft, the carrier typically is paid at the appropriate rate for the work performed. In this case, a cease-and-desist may be the appropriate remedy without an additional monetary remedy. If the employee or craft is harmed, shop stewards should be sure to document the harm to support the requested remedy.

**If you have questions about these or other provisions, speak to your shop steward or branch president.**