

RECEIVED BY

4967

C# 00162

Arbitration Proceedings

Before

INDUSTRIAL
RELATIONS

Linda DiLeone Klein

:::::::::::

In The Matter Between:

U.S POSTAL SERVICE
DES PLAINES, ILLINOIS

-and-

AMERICAN POSTAL WORKERS
UNION

:::::::::::

Regular Regional Arbitration

Case Number: C4S-4A-C 2059

Grievance of ERNEST HAGEMAN

Heard: August 20, 1985

APPEARANCES

For the Employer

JOHN C. ALBERTS, Labor Relations Assistant

For the Union

RICHARD BUTLER, National Business Agent
ERNEST HAGEMAN, Grievant

ISSUE

Did the Postal Service violate the National Agreement by scheduling Part-Time Flexible Carriers rather than the Full-Time Regular Special Delivery Messenger to perform special delivery work on February 18, 1985? If so, what shall the remedy be?

OPINION

The grievant is a Full-Time Regular Special Delivery Messenger who works from 7:30a.m. until 4:00p.m., and Sunday and Monday are his scheduled days off. February 18, 1985, was the

Washington's Birthday, or President's Day, Holiday, and it fell on a Monday, which was one of the grievant's non-scheduled days. He volunteered to work the holiday, but he was not scheduled. Instead, one Part-Time Flexible Special Delivery Messenger and four Part-Time Flexible Letter Carriers were scheduled; they were assigned to deliver special delivery mail and express mail, and they also made collections and interstation runs.

The instant grievance was initiated by the Union to protest Management's failure to allow the grievant to work the holiday and to protest the assignment of special delivery craft work to part-time flexibles from the carrier craft.

The Union contends that Management violated Article 11, Section 6.B. by denying the grievant the opportunity to work the holiday as a volunteer. The Union contends further that Management was in violation of Article XI of the Local Memorandum of Understanding; this local agreement is between the Postal Service and the American Postal Workers Union, and it does not cover Letter Carriers. The Union says that Messengers should be scheduled for special delivery craft work on holidays prior to assigning members of the Letter Carrier Craft to perform said duties. The Union asserts that what occurred in this matter constitutes a "cross-craft assignment" which was in violation of Article 7. The Union requests that its position be sustained and that the grievant be paid at the overtime rate for the eight (8) hours he would have worked on February 18, 1985 had he not been improperly denied the opportunity.

The Postal Service maintains that the Part-Time Flexible Carriers were properly assigned to perform special delivery work and various other duties on the holiday. Article 11, Section 6.B. provides that "As many full-time and part-time regular schedule employees as can be spared will be excused from duty on a holiday or day designated as their holiday." Furthermore, the Local Memo sets forth the following order for selection for holiday work: "1). All casuals, even if overtime is necessary, 2). All part-time flexibles, even if overtime is necessary, 3). Volunteers whose designated holiday falls on N/S day by seniority..." The Postal Service submits that holiday scheduling was accomplished in accordance with these provisions. The Postal Service submits further that the reference to part-time flexibles includes part-time flexible carriers and messengers; the Agreement is applicable to both crafts, says Management.

The Postal Service claims that no violation of Article 7 exists here. The delivery of special delivery items is not exclusively Messenger Craft work, says Management, and the Part-Time Flexible Carriers performed this work as part of their carrier duties; there was no cross craft assignment in this instance.

The Postal Service submits that the grievant had no priority over those who were scheduled for the day in question. The Postal Service requests that the grievance be denied.

The evidence establishes that the work performed by the Part-Time Flexible Carriers on February 18, 1985 was not the

exclusive jurisdiction of the Special Delivery Messenger Craft. Special delivery mail and express mail items may be delivered by other crafts. For example, these items may be delivered by carriers as part of their regular service. What differentiates the circumstances of this case from other instances of carriers delivering special delivery mail is the fact that no regular carrier delivery service was scheduled for this holiday. There was no combining of special delivery services with regular mail delivery; the handling of special delivery items was not incorporated into the Carriers' duties because carriers were not scheduled to perform their regular routes on the holiday. What occurred here was the performance of Messenger Craft work by another craft under circumstances which did not meet the conditions of Article 7.

The President's Day Holiday is different from holidays such as Thanksgiving and Christmas in that numerous businesses are open, consequently, Management was aware that special delivery items had to be delivered even though no regular mail deliveries would be made.

Because Management was aware that special delivery items had to be delivered on the holiday, it must be held that what happened was not an "unforeseeable" situation of a heavy workload in the Messenger Craft which required or justified the assignment of the carriers who were experiencing a light workload.

The Arbitrator finds from the evidence that what transpired here was a cross-craft assignment which was in violation of

Article 7. The scheduling of Part-Time Flexible Carriers to perform Messenger Craft work did not meet the established contractual criteria for a cross craft assignment. Knowing of the need within the Messenger Craft, the grievant should have been called in.

A case involving similar factual circumstances was heard by Arbitrator McAllister, and he concluded from the evidence that a cross-craft violation had occurred. The decision in the instant case is consistent with the decision rendered by Arbitrator McAllister in Case Number C1S-4A-C 28819.

AWARD

It is the Award of the undersigned Arbitrator that the grievant was improperly denied the opportunity to work on February 18, 1985. It is further the Award of the Arbitrator that he be compensated for eight hours at the overtime rate; the overtime rate is applicable because the day in question was his non-scheduled day.

Linda Dileone Klein
LINDA DILEONE KLEIN

Dated this 3rd day of September, 1985
Cleveland, Ohio.