

C# 10117

REGULAR ARBITRATION PANEL

IN THE MATTER OF THE ARBITRATION)

between)

UNITED STATES POSTAL SERVICE)

and)

NATIONAL ASSOCIATION OF LETTER)
CARRIERS)

J. LAKEBRINK
ST. LOUIS, MISSOURI
C7N-4Q-C 66140
GTS:001343

BEFORE:

James P. Martin

APPEARANCES:

For the U.S. POSTAL SERVICE:

Paul A. Lyons

For the UNION

John Haake

Place of Hearing:

St. Louis, Missouri

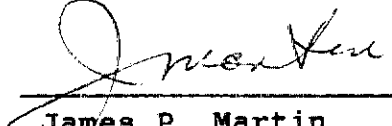
Date of Hearing:

April 10, 1990

AWARD:

The grievance shall be and hereby is allowed; that Management violated Article 7.2 in its assignment of Clerks to Letter Carrier work; that 3.5 hours at straight time are to be assigned to the Part Time Flexible Carriers who worked less than eight hours during the three day period involved; that Carrier Motzel is to receive one hour, Carrier O'Toole is to receive one-half hour, and Carrier McMorris is to receive two hours.

June 29, 1990


James P. Martin
Impartial Arbitrator

ISSUE

Did Management violate the Agreement and more particularly Article 7.2 when it did cross-craft assignments on May 24, 25, and 26, 1989? If so, what is the remedy?

NATURE OF CASE

On May 25, 26, and 27, 1989, Management assigned the morning collection run to PTF Clerks. The collection each day was scheduled out of the Station at 9:00 a.m., return by 10, and dispatch at 10:30. It was agreed that neither of the exceptions set out in Article 7.2 b or c applied; there was not insufficient work for a full-time or part-time Clerk, and there was not an exceptionally heavy work load among the Letter Carriers, and a light work load among the Clerks. A total of 3.5 hours was worked by the Clerks making the collection over the three day period.

Management contended that no Letter Carrier was available to make the collection at the hour when it had to be made, because for a Letter Carrier to make that collection run, his own work would have to be delayed, and the

delivery of the mail would also be delayed. Assigning Clerks was the most efficient and expeditious manner to provide the timely delivery of mail, which is paramount. The one Carrier was on limited duty that week, and a PTF carried his route; another Carrier was on annual leave and was replaced by another PTF. A call-in for a regular Letter Carrier would result in an eight hour pay guarantee, when there was substantially less than two hours work each day involved, and even to call in a PTF would result in a two hour guarantee, a substantial waste of time and wages when the work was so minimal.

The Union alleged that a cross-craft assignment can be made only under the two circumstances set out in Article 7.2 b and c, and this has been affirmed in national level Arbitration by both Arbitrators Bloch and Mittenthal. Efficiency, avoidance of overtime, and even the avoidance of a minimum delay in mail delivery are all invalid reasons for making a cross-craft assignment, and all hours worked by Clerks which hours should have been worked by Letter Carriers is time due to the Carriers.

APPLICABLE CONTRACT PROVISIONS

Section 2. Employment and Work Assignments

A. Normally, work in different crafts, occupational groups or levels will not be combined into one job. However, to provide maximum full-time employment and provide necessary flexibility, management may establish full-time schedule assignments by including work within different crafts or occupational groups after the following sequential actions have been taken:

1. All available work within each separate craft by tour has been combined.
2. Work of different crafts in the same wage level by tour has been combined.

The appropriate representatives of the affected Unions will be informed in advance of the reasons for establishing the combination full-time assignments within different crafts in accordance with this Article.

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.

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.

DISCUSSION

Until the words of the Agreement are changed in negotiations, Article 7.2 has been interpreted clearly and finally. There are two exceptions, and two only, to the ban on cross-craft assignments within the Postal Service. Those two are set out in Article 7.2 b and c, and that

interpretation was enunciated by two national level Arbitrators in 1982. When a cross-craft assignment is made, it is a very simple matter to look at the facts, to determine them if controverted, and to measure those facts against the specific exceptions to the overall ban on cross-craft assignment which are set out in Article 7.2 b and c.

In this case, the parties acknowledged that neither of the exceptions applied. Management set out what it felt were other reasons for allowing a cross-craft assignment: avoidance of overtime, avoidance of excessive guaranteed hours, and the avoidance of delay in the delivery of mail. Each of these is a worthy reason, but none of them have been included by the parties in their national negotiations and Agreement. All Post Offices and stations are bound by the National Agreement, and when it appears to conflict with good Management practice, the Agreement must nevertheless prevail. The actions of Management in making the cross-craft assignment constituted a violation of the Agreement, with a remedy required. One can do no better than to follow the example of the National Arbitrators. The hours worked by the Clerk-craft employees are to be paid to the Letter Carriers, at straight time, and in some reasonable manner. Arbitrator Mittenthal at the national level

directed that the pay be made to the Distribution Clerk or Clerks to be designated by the parties. A more specific assignment of the pay can be made in this case. The three PTF's were short of eight hours per day for May 24th, 25th, 26th in varying amounts. The 3.5 hours worked by the Clerks is to be divided in proportion to the time they lost, short of 40 hours: the specific figures are set out in the Award.