

## Local Grievance # \_\_\_\_\_

### Issue Statement (Block 15 on PS Form 8190):

Did Management at the **[Station/Post Office]** violate Article 7, Section 2 of the National Agreement by using a **[clerk, custodian, mail handler, other craft]** to perform city letter carrier duties on **[date]**, and if so, what should the remedy be?

### Union Facts and Contentions (Block 17 on PS Form 8190):

#### Facts:

1. Management instructed **[name]** to perform city letter carrier **[e.g., casing, delivering, collecting]** work on city route(s) **[route #(s)]** at the **[Station/Post Office]** on **[date]**.
2. **[Name]** is a **[clerk, custodian, mail handler, other craft]** craft employee at the **[Station/Post Office]**.
3. The Employee Everything Report on **[date]** shows **[name]** clocked onto city carrier operation # **[number]** at **[time]**.
4. The Employee Everything Reports for the following letter carriers show that city carriers were available to perform the city carrier work performed by other craft employees on **[date]**:

#### **[List Carrier Names]**

5. Article 7.2.B and 7.2.C of the National Agreement 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.*

*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.*

6. The JCAM on pages 7-31 and 7-32 states:

*A national level arbitration award has established that management may not assign employees across crafts except in the restrictive circumstances defined in the National Agreement. See A8-W-0656 (C-04560), a 1982 national-level award of Arbitrator Richard Bloch. (This decision is controlling although it is an APWU arbitration case; it was decided under the joint NALC/APWU-USPS 1981 National Agreement and the language of Article 7.2.B & C has not changed since then.) Arbitrator Bloch interpreted Article 7.2.B & C as follows (pages 6-7):*

*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.*

7. The JCAM on page 7-32 states:

**Remedy For Violations.** *As a general proposition, in those circumstances in which a clear contractual violation is evidenced by the fact circumstances involving the crossing of crafts pursuant to Article 7.2.B & C, a "make whole" remedy involving the payment at the appropriate rate for the work missed to the available, qualified employee who had a contractual right to the work would be appropriate. For example, after determining that management had violated Article 7.2.B, Arbitrator Bloch in case H8S-5F-C-8027/A8-W-0656 (C-04560) ruled that an available Special Delivery Messenger on the Overtime Desired List should be made whole for missed overtime for special delivery functions performed by a PTF letter carrier.*

8. The Memorandum of Understanding Re: *Articles 7, 12 and 13 – Cross Craft and Office Size*, dated August 19, 1995, states:

*A. It is understood by the parties that in applying the provisions of Articles 7, 12 and 13 of this Agreement, cross craft assignments of employees, on both a temporary and permanent basis, shall continue as they were made among the six crafts under the 1978 National Agreement.*

*B. It is also agreed that where this Agreement makes reference to offices/facilities/ installations with a certain number of employees or man years, that number shall include all categories of bargaining unit employees in the office/facility/installation who were covered by the 1978 National Agreement.*

8. JCAM page 7-33 states:

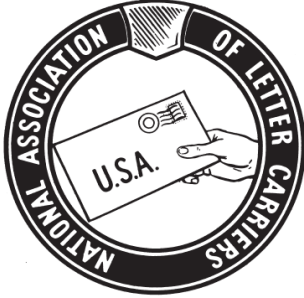
***Rural Carriers Excluded.*** Paragraph A of this Memorandum of Understanding (National Agreement page 155) provides that the crossing craft provisions of Article 7.2 (among other provisions) apply only to the crafts covered by the 1978 National Agreement—i.e., letter carrier, clerk, motor vehicle, maintenance and mail handler. So crosscraft 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 crosscraft 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.

## **Contentions:**

1. Management at the **[Station/Post Office]** violated Article 7, Section 2 of the National Agreement when they used a **[clerk, custodian, mail handler, other craft]** to perform city letter carrier duties on **[date]**.
2. Management failed to work all available letter carriers before making the decision to work employees across craft lines on **[date]**. The TACS Employee Everything Reports contained in the case file confirm letter carriers were available to perform the duties as described.

### **Remedy (Block 19 on PS Form 8190):**

1. That management cease and desist violating Article 7, Section 2 of the National Agreement in the **[Station/Post Office]** in the future.
2. That management make a lump sum payment equivalent to the number of hours worked across craft lines on the day(s) in question at the overtime rate of pay and divide it amongst the available letter carriers as directed by the union.
3. That Letter Carrier(s) **[name]** be paid a lump sum of \$50.00 for each violation to serve as an incentive for future compliance.
4. That all payments associated with this case be made as soon as administratively possible after the union submits the name(s) and amounts for letter carrier(s) due payments, but no later than 30 days from the date the union provides payment information.
5. That proof of payment be provided to **[NALC Official]** upon payment.



## National Association of Letter Carriers Request for Information

To: \_\_\_\_\_  
(Manager/Supervisor)

Date \_\_\_\_\_

\_\_\_\_\_  
(Station/Post Office)

Manager/Supervisor \_\_\_\_\_,

Pursuant to Articles 17 and 31 of the National Agreement, I am requesting the following information to investigate a grievance concerning a violation of Article 7:

1. TACS Employee Everything Reports for **[date(s)]** for the following employees **[Name(s)]**.
2. The carrier and the **[clerk, custodian, mail handler, other craft]** work schedule(s) for the week of **[date]**.

I am also requesting time to interview the following individuals:

1. **[Name(s)]** at the **[Station/Post Office]**.

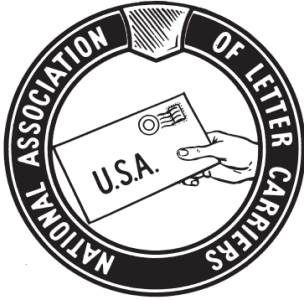
Your cooperation in this matter will be greatly appreciated. If you have any questions concerning this request, or if I may be of assistance to you in some other way, please feel free to contact me.

Sincerely,

\_\_\_\_\_  
Request received by: \_\_\_\_\_

Shop Steward  
NALC

Date: \_\_\_\_\_



## National Association of Letter Carriers Request for Steward Time

To: \_\_\_\_\_ Date \_\_\_\_\_  
(Manager/Supervisor)

\_\_\_\_\_  
(Station/Post Office)

Manager/Supervisor \_\_\_\_\_,

Pursuant to Article 17 of the National Agreement, I am requesting the following steward time to investigate a grievance. I anticipate needing approximately \_\_\_\_\_ (hours/minutes) of steward time, which needs to be scheduled no later than \_\_\_\_\_ in order to ensure the timelines established in Article 15 are met. In the event more steward time is needed, I will inform you as soon as possible.

Your cooperation in this matter will be greatly appreciated. If you have any questions concerning this request, or if I may be of assistance to you in some other way, please feel free to contact me.

Sincerely,

\_\_\_\_\_ Request received by: \_\_\_\_\_

Shop Steward

NALC Date: \_\_\_\_\_