



**RESOLVE**



**STEP B DECISION**

<b>Step B Team:</b>	Decision:	<b><u>RESOLVE</u></b>
USPS:	USPS Number:	<b>G19N-4G-C 2212 6525</b>
<b>Richard Ketchum</b>	Grievant:	<b>Class Action</b>
NALC:	Branch Grievance Number:	<b>421</b>
<b>Jose Portales</b>	Branch:	<b>421-0109-22</b>
	Installation:	<b>Boerne</b>
Dispute Resolution Team:	Delivery Unit:	<b>Boerne Annex</b>
<b>Rio Grande</b>	State:	<b>Texas</b>
District:	Incident Date:	<b>01/22/2022-1/28/22</b>
<b>Texas 3</b>	Informal Step A Meeting:	<b>02/03/2022</b>
	Formal Step A Meeting:	<b>02/14/2022</b>
	Step B Received Date:	<b>02/22/2022</b>
	Step B Decision Date:	<b>03/15/2022</b>
	Issue Code:	<b>07.2260</b>
	NALC Subject Code:	<b>100882</b>

**ISSUE:** Did management violate Article 7.2 of the National Agreement by utilizing rural carrier associates (RCAs) to perform letter carrier duties during the week of January 22-28, 2022? If so, what is the remedy?

**DECISION:** The Dispute Resolution Team (DRT) mutually agreed to RESOLVE this grievance. The case file evidenced violations of Article 7.2 of the National Agreement. The letter carriers in the table below are compensated in the amounts by their names. Management in Boerne must comply with the provisions of Article 7.2 when making cross-craft assignments. All payments associated with these remedies have been processed at Step B through GATS. See the DRT Explanation below.

Carrier	EIN	100%	OT Hrs	POT Hrs	REMEDY
Mathews, A.	03081749		0.05	1.00	<b>\$61.21</b>
Garcia, H.	03606645		0.38	1.00	<b>\$75.82</b>
Garcia, G.	04724408		0.54	1.00	<b>\$82.90</b>
Hanakam Obrien, J.	04531634		1.37	1.20	<b>\$131.42</b>
Booth, A.	06046150	1.75	5.99		<b>\$316.68</b>
Phillips, N.	04711345		2.00	0.48	<b>\$102.66</b>
Turnbull, J.	04400847	0.38	1.00		<b>\$75.82</b>
Popile, T.	04503604		1.01	0.56	<b>\$77.73</b>

**EXPLANATION:** During the week of January 22-28, 2022, management assigned city carrier duties to RCAs prior to utilizing the available city carriers. The union filed this grievance to challenge management's decision to assign letter carrier duties to RCAs. Unable to resolve the dispute through the Informal and Formal A steps of the grievance procedure, the union appealed to Step B.

**The union** at Formal Step A contended management violated Article 7.2 of the National Agreement when they utilized RCAs to perform city carrier duties during the week of January 22-28, 2022. Management also violated article 15.3.A of the National Agreement when they failed to comply with the previous Step B decision included in the file.

**Management** acknowledged the RCAs did carry pivots (kick-offs) on city routes during the week of January 22-28, 2022. Management contended RCAs had to be utilized due to staffing shortages stemming from city carriers being on medical restrictions and to avoid working city carriers more than eight consecutive days. All employees at the Boerne Post Office are given at least one day off throughout the week for personal safety reasons and in compliance with district policy.

**The DRT** reviewed the case file and determined management violated Article 7.2 of the National Agreement during the week in question. The provisions in the National Agreement concerning crossing crafts are found in Article 7.2. Pages 7-14 through 7-16 in the JCAM provides the following concerning assigning city carrier work to employees outside the city carrier craft:

**7.2.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.

**7.2.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. [see Memo, page 155]

**Cross-Craft Assignments.** Article 7, Sections 2.B and 2.C set forth two situations in which management may require career employees to perform work in another craft. This may involve a carrier working in another craft or an employee from another craft performing carrier work.

**Insufficient Work.** Under Article 7.2.B, management may require an employee to work in another craft at the same wage level due to insufficient work in his or her own craft. This may affect a full-time employee or a part-time regular employee for whom there is "insufficient work" on a particular day to maintain his or her weekly schedule as guaranteed under Article 8.1. Or it may apply to any employee working under the call-in guarantees of Article 8.8—i.e., a regular called in on a nonscheduled day, or a PTF employee called in on any day. This section permits management to avoid having to pay employees for not working.

**Exceptional Workload Imbalance.** Article 7.2.C provides that under conditions of exceptionally heavy workload in one craft or occupational group and light workload in another, any employee may be assigned to perform other-craft work in the same wage level.

**Limits on Management's Discretion to Make Cross-craft Assignments.** 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 (National Arbitrator Richard Bloch, A8- W-0656, April 7, 1982, C-04560). 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 of the award):

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....

**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. [Emphasis Added]

**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. [Emphasis Added]

**Crossing Crafts in “Emergency” Situations.** In addition to its Article 7 rights, management has the right to work carriers across crafts in an “emergency” situation as defined in Article 3, Management Rights. Article 3.F states that management has the right:

3.F. To take whatever actions may be necessary to carry out its mission in emergency situations, i.e., an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

This provision gives management a very limited right to make crosscraft assignments. **Management’s desire to avoid additional expenses such as penalty overtime does not constitute an emergency.** [Emphasis Added]

Based on its review of the case file, the DRT mutually agreed to the decision and remedy above.



Richard Ketchum  
USPS Step B Representative



Jose Portales  
NALC Step B Representative

**cc:**

LR Manager, Southern Area  
District HR Manager  
District LR Manager  
USPS Formal A: Troy Havny  
NALC Formal A: Raul Castillo

NALC Region 10 NBA  
NALC Branch President  
District Manager  
Postmaster  
DRT File

**Grievance File Contents**

PS Form 8190  
Request to Meet at Formal Step A  
Request to meet at Informal Step A  
PS Form 1234s (4 pgs)

Union’s Contentions (6 pgs)  
Request for Information  
Weekly Schedule  
Employee Everything Report (24 pgs)

