

# **Life After Das**

## **Art. 1.6.B – Supervisors working in small offices**

Q98C-4Q-C 01238942

## **Art. 7.1.B.1 – Casuals hired in lieu of...**

Q98C-4Q-C 00100499

## **And other issues**

Improper Utilization of PMR's

Art. 7.2 – Crossing Crafts



## **Life After Das**

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## **ARTICLE 1.6.B**

### **“LIFE AFTER DAS”**

Presented by  
Lamont Brooks  
NBA, Clerk Craft  
Washington DC Region

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## **ISSUE**

Whether consistent with the exception in Article 1.6.B of the NA, as interpreted in the 1978 Garrett Award... a supervisor at a small post office, whose position description includes performance of bargaining unit duties, may continue to perform those duties historically performed by a supervisor at that office on a daily, regular or routine basis, where there has been no shift or transfer of work or change in the amount of such duties performed by the supervisor.

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## ARTICLE 1.6.B

- In offices with less than 100 bargaining unit employees, supervisors are prohibited from performing bargaining unit work except as enumerated in Article 1.6.A.1-5 or where the duties are included in the supervisor's position description.

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## ARBITRAL HISTORY

1978 National Award  
by  
Arbitrator Garrett  
(Case # AC-NAT-5221)  
Interpretation of Article 1.6.B

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## RELEVANT HISTORY

- 100 or less bargaining unit employees in office
- EAS 11-18 Postmasters may personally handle window transactions and perform distribution task as the workload requires.
- Supervisors in such offices generally state they may personally perform certain non-supervisory tasks in order to meet established service standards consistent with Article 1.6

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## **GARRETT AWARD CONCLUSIONS**

- Such determinations as whether specific duties "historically" have been performed by supervisors are to be made in light of all relevant facts applicable to that particular installation.

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## **DAS' REVIEW OF GARRETT AWARD**

- Concluded that Article 1.6.B restated "a long established policy to avoid having supervisors perform lower level work, subject to specified exceptions."

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## **DAS' REVIEW OF GARRETT WARD**

- Rejected Union's suggestion limiting supervisors to no more than 15% of their daily time performing bargaining unit work

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**DAS' REVIEW OF  
GARRETT AWARD**

- Rejected the USPS position which would have allowed them to freely substitute supervisors for bargaining unit personnel.

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**DAS' REVIEW OF  
GARRETT AWARD**

- Rejected the USPS position that it was free to increase the amount of bargaining unit work performed by a postmaster or supervisor in a small office to achieve full and efficient use of supervisory work time, irrespective of the impact on hours worked by clerks

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**DAS' REVIEW OF  
GARRETT AWARD**

- Rejected the Union's position that there could be no daily, regular or routine practice of having supervisors perform lower level work in a small office

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### **DAS' REVIEW OF GARRETT AWARD**

- Award "focuses on change" specifically on USPS actions that increases the amount of bargaining unit work performed by supervisors, whether in response to changes in workload or to promote efficiency

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### **DAS' REVIEW OF GARRETT AWARD**

- Defines ...performing bargaining unit work as "necessary"
- Historical practice sets the baseline for what is "necessary" at a particular office

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### **DAS AWARD**

- He stated that consistent with the exception in Article 1.6.B, as interpreted by the Garrett award, bargaining unit work may continue to be performed on a daily, regular or routine basis by a supervisor that he/she has historically performed

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## **EXCEPTIONS TO THE DAS AWARD**

- There can be no shift of work or change in the amount of such duties by the supervisor
- There can be no reduction in bargaining unit hours.
- If no reduction of bargaining unit hours, in the case of postmasters, the duties must be "window transactions" or "distribution tasks".

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## **DAS AWARD CLARIFICATIONS**

- Did not address an increase in bargaining unit work performed by a supervisor without a change in clerk hours.
- Did not address situations where bargaining unit employee hours are reduced without a change in the amount of bargaining unit work done by a supervisor.

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## **FINAL ANALYSIS**

- Cases involving Postmaster performing work (window task/distribution tasks) on a daily, regular and routine basis and no increase should be closed
- Other cases in abeyance should be moved forward and heard in regional arbitration

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## **PROOF?**

- The burden of historical past practice is on the USPS
- Article 5 defines "Past Practice"

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## **GRIEVANCE DOCUMENTATION**

- Form 50 of Postmaster or Supervisor
- Interview current and former supervisors and employees
- Notices of reversions, abolishments and excessing
- Clock rings or work hour reports for employees and supervisors
- Article 1.6.B Survey Form example

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## **GRIEVANCE DOCUMENTATION**

- Complement Reports, both past and present
- Function 4 Reports and WOS
- Flash Report and/or PS Form 3930
- Copy of Postmaster/supervisor job posting for specific office
- Automation impacts, AMP, etc.

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## **REMEDY**

- Cease and desist
- The bargaining unit work being performed by supervisors, in violation of the agreement be returned to the craft
- That the Craft be paid for all hours worked supervisors, in violation of the agreement, at the applicable rate
- Cite as a "continuing violation if ongoing

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## **CLERK CRAFT POSITION**

**POSTMASTER: CAN NOT DO THE FOLLOWING DUTIES**

- Servicing vending machines
- Assigning and clearing carrier accountable mail
- Second notices and related tasks
- Retrieving & disposing of UBBM
- Loading and unloading trucks

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## **CLERK CRAFT POSITION**

**POSTMASTER: CAN NOT DO THE FOLLOWING DUTIES**

- Mail Collections
- Bulk mail acceptance
- Dispatch duties
- Spreading mail to carriers
- Custodian work (if no custodians in the office)

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- **Special thanks;**
- **National Clerk Craft Director, Jim McCarthy and the Assistant Clerk Craft officers, Morris, Strunk and Williams**
- **Industrial Relations Director, Greg Bell**
- **NBA Gallagher, Kessler, Zamanakos, Nesmith, Maier, Krueth, Clark and Wilson**
- **Anton Hajjar**

**LAMONT BROOKS**  
**NBA, CLERK CRAFT**

next presentation

[illegible]

## Casuals in Lieu Of . . .

### Life After Das

APWU Craft Conference  
August 8-10, 2005  
Las Vegas, Nevada

Presented by  
Robert D. Kessler, NSA  
St. Louis Region

## Article 7, Section 1.B.1

### ■ Supplemental Work Force

The supplemental work force shall be comprised of casual employees. Casual employees are those who may be utilized as a limited term supplemental workforce, but may not be employed in lieu of full or part-time employees. (emphasis added)

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## Das Award - Q98C-4Q-C 00100499

- The Postal Service may only employ (hire) casual employees to be utilized as a limited term supplemental work force and not in lieu of (instead of, in place of, or in substitution of) career employees."
- The following formulation in the May 29, 1986 Downes Memorandum sets forth the jointly endorsed understanding as to the circumstances under which it is appropriate to employ (hire) casual employees to be utilized as a limited term supplemental work force consistent with Article 7.1.B.1:

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- "Generally, casuals are utilized in circumstances such as heavy workload or leave periods; to accommodate any temporary or intermittent service conditions; or in other circumstances where supplemental workforce needs occur. Where the identified need and workload is for other than supplemental employment, the use of career employees is appropriate."

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### Circumstances Under Which it is Appropriate to Hire Casuals

- Heavy workload
- Heavy leave periods
- Temporary service conditions
- Intermittent service conditions

AND . . .

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### ★ Other circumstances where supplemental work force needs occur

- This is a "catch-all" without limitations and must be addressed by reviewing the conditions existing at a particular time at the postal facility in question.
- Das said: *"If . . . The Postal Service has a genuine need at a particular time at a particular location for a limited term supplemental work force, rather than career employees, then there is no violation of Article 7.1.B.1."*

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### Circumstances generally rejected by arbitrators as valid reasons for hiring casuals

- Revolving door utilization over an extended period of time
- Hiring freezes
- Flexibility
- Elimination or reduction of overtime
- In lieu of MS-47 mandated custodial staffing
- Long-term coverage of specific vacant duty assignments (i.e., CFS, general clerk, etc.)
- Coverage of duty assignments which are due to be eliminated by automation\*\*
- Long-term withholding of residual vacancies pursuant to Article 12\*\*

\*\* (Where we have raised the T.E. workforce argument during grievance processing)

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## File Grievances

- Grievances should be filed and processed where the facts and circumstances surrounding the hiring of casuals demonstrates that they were hired in lieu of career employees.
- Do not ASSUME these grievances will be settled short of arbitration.
- Arbitrators generally limit evidence and arguments to that which was in the case file at lower steps.
- Anything less than your best effort will result in failure to meet the Union's BURDEN OF PROOF.

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## Don't ASSUME

- Do not assume any casual was hired legitimately.
- Challenge every casual hire. Request in writing the specific USPS reason for each hire.
- Do not accept those reasons "at face value."

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## Get Information and Keep Records

- Keep ongoing casual records – names, hiring and termination dates, hours worked weekly (and even daily) and duties performed.
- Keep ongoing records of career workforce – authorized complement vs. actual number employed; reductions due to retirement, transfer, termination, death, excessing, job reversion, etc.
- Keep records of vacation schedules.
- Ask if USPS requested authorization to hire career employees and when.

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## The Burden of Proof

- Our burden of proof is a **HEAVY** one.
- Das says that USPS can utilize casuals in a myriad of circumstances if they have a *genuine* need.
- You must know and specifically refute each USPS reason for casual hire in the written grievance record with arguments for which you have evidence.
- You must prove their reasons to be pretextual.

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## Perfect your case

- Utilize Additions & Corrections
- This is your chance to have the last word on this issue and to perfect your case.
- You must specifically address and refute all of their Step 2 denial arguments.

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## A Final Reminder

- Be prepared to provide witnesses to support your documents and position.
  - Conduct interviews
  - Witness statements
- Remember:
  - Allegations are not proof.
  - Proof means supporting facts, figures & documentation.
  - Contentions without evidence are worthless!!
- Take the time to do it right!!

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## Remedy

- The work is our work. The entire craft has been denied work opportunities.
- Cease and desist.
- Compensation for all hours worked by casuals in violation of Article 7.1.B.1 at the overtime rate.
- Make the entire [craft] bargaining unit whole.

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## American Postal Workers Union, AFL-CIO

STEP 2  
GRIEVANCE  
ARBITRATION

1. Pursuant to Article 11 of the National Agreement, the Grievant hereby alleges that the following grievance is proper and that he/she is entitled to the remedy requested.

12. Refers to a violation of Article 7.1.B.1 of the National Agreement.

The USPS hired (or attempted to hire) casuals on or around (date) in lieu of part-time employees to perform (PMR) craft bargaining unit work in violation of Article 7.1.B.1 and Article 11 of the National Agreement. These casuals were improperly hired for the purpose which they were allegedly hired (and are being placed) does not fall within the circumstances under which it is appropriate to hire casual employees to be utilized as a limited term supplemental work force consistent with Article 7.1.B.1. The Postal Service may only hire casual employees to be utilized as a limited term supplemental work force and not in lieu of instead of in place of, or in substitution of career employees. The performance of bargaining unit work by these non-bargaining casuals has deprived the (craft) bargaining unit of work hour opportunities to which they are contractually entitled pursuant to Article 11.

13. LADO SPECIFICS OF YOUR CASE:

13. GRIEVANT'S ACTION REQUESTED:

Cease and desist. Make the bargaining unit whole by compensating the (craft) bargaining unit for all hours worked by the casuals at the appropriate O.T. rates; and an ongoing back pay award.

SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE

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## Casuals In Lieu Of . . .

## Filing Your Grievance

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## When to file

File when the facts and circumstances surrounding the hiring demonstrates they were hired in lieu of career employees.

You cannot prevail without first establishing the reason they were allegedly hired.

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## Filing your grievance

- Immediately grieve if:
  - No reason is provided
  - Reason provided appears to be invalid
  - Reason provided is general or vague
- Grieve when utilization is contrary to stated reason for hire.
- Grieve when apparently valid reason ceases to exist but casuals remain.

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## Avoid procedural challenges

- Certify one steward to file for entire installation
- Article 17.2.B:
  - "At an installation, the Union may designate in writing to the Employer one Union officer actively employed at the installation to act as a steward to investigate, present and adjust a specific grievance or to investigate a specific problem to determine whether to file a grievance. The activities of such Union officer shall be in lieu of a steward designated under the formula in Section 2.A and shall be in accordance with Section 3. Payment, when applicable, shall be in accordance with Section 4."

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### Develop your case

- Request in writing the specific reason for each hire. Example #1
- Follow up with request for any information which might on its face refute the reason(s) given. Example #2
- If reason given is not specific, submit follow-up request. Example #3
- Monitor utilization (duties, schedules, work hours) of casuals.

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### Document utilization of casuals

- Interview supervisor
- Interview bargaining unit employees
- Gather supporting witness statements
- Request any documents which verify casual utilization (e.g., work schedules) Example #4
- Be prepared to provide witnesses to support your documents and position

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### Begin on-going record keeping

- Request and keep on-going records of **casual** workforce names, hiring & termination dates, weekly work hours. Example #5
- Request and keep on-going records of **career** workforce authorized complements vs. actual number employed; reductions due to retirement, transfer, termination, death, excessing; job reversion, etc. Example #6
- **This is crucial to your case. You must prove they were hired "instead of, in place of, or in substitution of" career employees.**

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## Record keeping

- Keep records of choice vacation periods on an on-going basis.
- Request additional information as the need arises to support your position or update your case where the utilization is contrary to the reason(s) given for hiring. Example #2
- **Record keeping is ON-GOING and VITAL!**

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## At Step 1

- Make correct arguments in relation to reasons given for hiring
- Incorporate "hired in lieu of" and bargaining unit language contained in Step 2 grievance appeal example
- Ask for correct remedy (see Step 2 appeal example)

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## Step 2 appeal

Begin the Step 2 appeal by:

- Incorporating the provided language -- modified to the facts of your case.
- Add the specifics of your case.
- You have the burden to know and prove reasons given to be invalid.
- Know and specifically refute each reason they cite as "triggers" to justify hiring in the written grievance record with arguments for which you have evidence. Example #3

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## At Step 2

Avoid "new argument" challenges

- Offer to share your documents; work hour reports, clock rings, charts, graphs, etc. Exemption #10

### Utilize Additions and Corrections

This is the last chance to:

- Add any arguments not previously raised
- Document arguments raised at Step 2 which were not contained in Step 2 appeal which they fail to mention in their denial Exemption #10
- Offer counter-arguments to their arguments
- Correct any erroneous statements in their denial

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## Develop graphs, charts, etc.

- If possible, submit them at Step 2.
- If not, develop and submit to NBA office for Step 3 discussion.
- If not possible, develop ASAP and continue to develop for use in arbitration. Exemption #11

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## Step 3 appeal

- Last chance to add anything to the written grievance record – but should be minimal.
- Arguments and information available but not shared at Step 2 or in the Additions and Corrections will be given little, if any, weight.

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### Continue updating records after appeal

- Add new casual hiring and work hours
- Document reductions in career workforce
- Continue to monitor utilization
- Document and develop evidence when utilization changes subsequent to appeal
- Challenge subsequent casual hiring
- Get the reasons. Update records if reasons are the same
- If reasons are different, you MAY need to file another grievance – depending on facts, circumstances, and reasons given
- Unsure?? Call your business agent!

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### There is no “whatever” in Das (or Downes)

Casuals hired on a revolving door basis over an extended period of time for “whatever” may occur on a given day does not demonstrate a “... genuine need ... for a limited-term, supplemental workforce...”

It demonstrates “the identified need and workload is for other than supplemental employees, ...”

- Incorporate this argument – if applicable.

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### A Final, Final Reminder

DON'T SPEND YOUR MONEY UNTIL YOU  
GET IT!!

Thank you for your attention.

A special thank you to Lyle Krueth, NBA for his work and assistance on this issue over the years.

Next Presentation

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**AMERICAN POSTAL WORKERS UNION, AFL-CIO**

Grievant/Union: \_\_\_\_\_ Name of Allegation: \_\_\_\_\_

\_\_\_\_\_ Date of Response: \_\_\_\_\_

To: \_\_\_\_\_ Title: \_\_\_\_\_

From: \_\_\_\_\_ Title: \_\_\_\_\_

Subject: **REQUEST FOR INFORMATION & DOCUMENTS RELATIVE TO PROCESSING A GRIEVANCE**

We request that the following documents and/or witnesses be made available to us in order to properly identify whether or not a grievance does exist and if so, their relevancy to the grievance:

1. Names and hiring dates of recently hired casuals.
2. Specific reason for which each casual was hired.
3. Expected work assignments of each casual.
4. Expected duration of their employment.
- 5.

Ex1

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Subject: **REQUEST FOR INFORMATION & DOCUMENTS RELATIVE TO PROCESSING A GRIEVANCE**

We request that the following documents and/or witnesses be made available to us in order to properly identify whether or not a grievance does exist and if so, their relevancy to the grievance:

1. We request the specific basis for which you claim "heavy leave" as justification for hiring [list specific casuals].
2. We request the specific leave periods for which you justify hiring casuals.
3. We request the names of those on extended leave for which you justify hiring casuals, including the date they were first off, and expected duration.
- 4.
- 5.

Ex2

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Subject: **SECOND REQUEST FOR INFORMATION & DOCUMENTS RELATIVE TO PROCESSING A GRIEVANCE**

We request that the following documents and/or witnesses be made available to us in order to properly identify whether or not a grievance does exist and, if so, their relevancy to the grievance:

1. The response we received to our recent request for the specific reason each casual (or casuals) was hired is insufficient in that it is not specific, but general and/or vague in nature. We are entitled to know the specific, "genuine" need you claim as justification of hiring limited-term supplemental employees rather than additional career employees.

Please provide the specific reason for which each casual was hired.

Ex3

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Date: January 30, 2002

Subject: Request for information #02-056

To: Debi Couch  
APWU

1. **Recall of Casuals**

Casual	Hiring Date
Curtis Stagerman	1-1-02
Victoria Johnson	1-1-02
Bonnie Brneger	1-1-02
Tina Gentry	1-1-02
Cyndi Johnson	1-1-02
Ashley Chase	1-1-02
Tara Spickard	1-1-02
Stephen Young	1-1-02

2. To implement the regular work force.

3. Where needed to supplement the regular work force.

4. Casuals are hired for 89-day appointments with options to renew for an additional 89 days, and 21 days in December.

Exib

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2/5/02 Columbia MO 65201

MEMORANDUM FOR : Larry Lammers

Subject: Use of casual workforce:

At present we have four casual clerks. Two assigned to Tiger Station and two to the main post office. These casuals are being used to supplement our present workforce. They can be used in any area where needed in our function four operations. Expected duration of employment is no more than two 90 day appointments.

  
Steven Galtzman  
Postmaster  
Columbia MO 65201-9998

Exib

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2002 APWU CASUAL ALLOCATIONS	
POST OFFICE	CAREER NAMES/REASONS
BATESVILLE	Judi Heath/Transfer to Hardy Harold Goforth/medical Disability
BENTON	Bruce Parsons/Retired
BENTONVILLE	Jeremy Coffey/Promoted to Supervisor
CABOT	In Place of 7th Clerk Not Allowed to Hire Yet
DANVILLE	John Ions/Resigned
ELDORADO	Mike Moore/Article 12 Withholding
FORT SMITH	Billy Clark/Heart Surgery
	Vickie McLaughlin/Military Activation
	Randy Smith/204B
	Natalie Orzel/Maternity Leave
	Donny Anderson/Light Duty
GREENWOOD	Jerry Williams/Injury Compensation
HARRISON	Not Replacing Any Career People
MULBERRY	Not Replacing Any Career People
PANGBURN	Larry Dicerson/FMLA
PINE BLUFF	Gina Henderson/NTE 2 Year Detail
ROGERS	Linda Taylor/Went Regular

Exib

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CASUAL JUSTIFICATION REPORT				
CASUAL NAME	CMS NUMBER	PAY LOCATION	HOURS WORKED	PAY PERIOD
TATE, T	6837997	300	74.13	17
SNEED, J	6987239	300	76.44	17
TABOR, M	6776632	100	71.66	17
MCCOLLOUGH, P	7135101	100	100.61	17
CARSON, K	6316525	100	47.55	17

I certify that the above casual/s worked for the noted career/s in the exact Pay location and worked the exact hours that the career would have worked had the career been on duty.

Postmaster (signed) \_\_\_\_\_ Arkansas Post Office

Date 8/11/03

Ex-8a

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**Article 15.2.(Step2)**

(d) At the meeting the Union representative shall make a full and detailed statement of facts relied upon, contractual provisions involved, and remedy sought. The Union representative may also furnish written statements from witnesses or other individuals. The Employer representative shall also make a full and detailed statement of facts and contractual provisions relied upon. The parties' representatives shall cooperate fully in the effort to develop all necessary facts, including the exchange of copies of all relevant papers or documents in accordance with Article 31.

Ex-8

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**Article 7.1.C:**

a: Transitional employees may be used to cover duty assignments which are due to be eliminated by automation and residual vacancies withheld pursuant to Article 12.  
(1990, 1994, 1998 contract language)

Language eliminated in the November 2000 contract. However, the argument is still valid until T.E.'s disappear 12/31/2005 as T.E.'s may be utilized "without limitation as to their use or operational justification."

Ex-10a

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**Columbia case**

(reasons for hiring)

- Non-specific response asserting right to hire casuals

**Step 2 denial reasons**

SL usage  
AL per LMOU  
FMLA  
Unscheduled absences  
SL Dependent care  
Heavy OT periodically  
Heavy workload occurring daily

**Sioux City case**

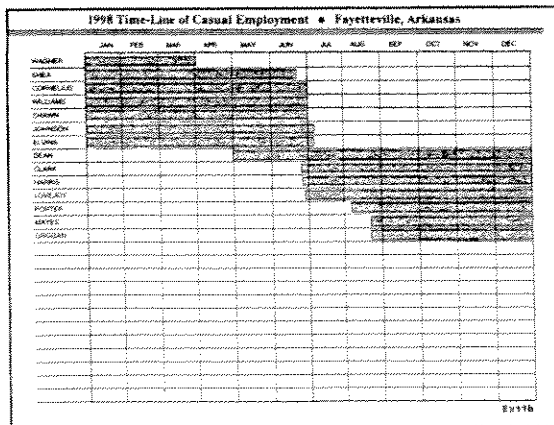
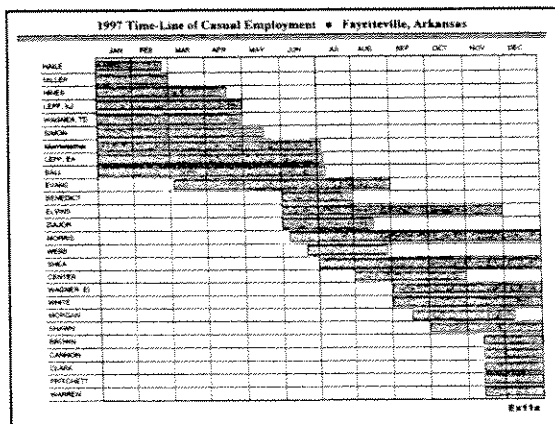
(reasons for hiring)

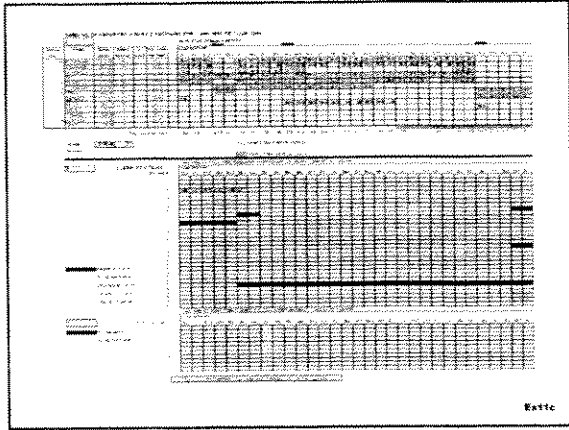
- No response to request for specific reasons

**Step 2 denial reasons**

Article 3  
Various types of leave  
Light & Limited duty  
Termination  
Transfer  
Liberal AL given  
PTF detailed to SDO  
Withholding

Ex 10b





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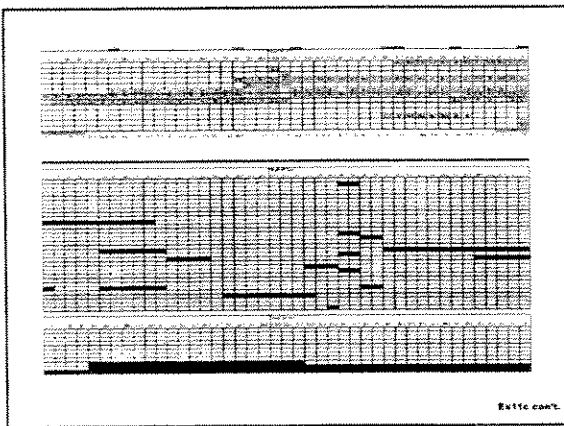
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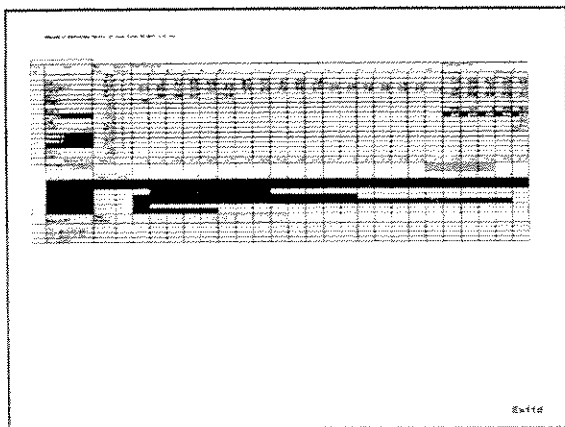
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## Improper Utilization of Postmaster Reliefs (PMRs)

APWU Craft Conference  
August 8-10, 2005  
Las Vegas, Nevada

Dennis Taff, NBA  
Instructor

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## Assignment of Postmaster Relief

- October 1990 – Burrus Letter
- 123.4 Administrative Support Manual
- 419.141 ELM

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## 1998 Step 4's ~ Cliff Guffey

- **ONLY** to be worked in the absence of the Postmaster
- Not to cover absence of a bargaining unit employee

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### History of Illegal Use

- Hired to replace career employees in Level 15 and 18 offices
- Used in other offices to cover the absence of bargaining unit employees
- Used in other offices to reduce clerk hours or to reduce clerk overtime

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### Benefits of Improper Utilization of PMRs

- Lower paid employees
- No benefits
- Not being designated as dual appointment casuals – they are not counted against casual cap

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### Grievances concerning illegal use of Postmaster Reliefs

#### Investigation

- Who was involved?
- What happened that makes this incident a grievance?
- When did it happen?
- Where did it happen?
- How is this a grievance?

#### Documentation

#### Proper Remedy!!!

(sample copy and all documents are on CD)

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## Arbitration

### Union's Claim

A monetary payment to the Union is the **ONLY** remedy which will bring the Service into compliance with the contract.

(Union post-hearing brief)

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## Case #1

### Postal Service Claim:

We do not deny the use of the PMR but no employees were harmed!!

Payment to the union is unjust enrichment!!

Don't pay anyone!!

### Arbitrator ruled:

Not to issue a monetary award would result in a windfall to the wrongdoer.

**PAY THE UNION!!!!**

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## Case #2

(same arbitrator)

### Postal Service Claim:

Pay the clerk that was hired to replace the PMR

Pay the Union only for lost dues

Your first award was improper

### Arbitrator ruled:

Paying the new hire for work not performed is not an appropriate remedy

I was right in my first ruling and I am right in this case

**PAY THE UNION!!!!**

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### Case #3

(different arbitrator)

#### Postal Service Claim:

Arbitrator Armendariz's two awards were improper  
Present new arguments about the amount of hours worked  
by the PMR's

Payment to the Union constitutes punitive damages

#### Arbitrator ruled:

I don't accept or believe Postal Service's new arguments  
Payment to the Union does not constitute punitive  
damages; however, the willful conduct of the Postal  
Service in this case would in fact justify punitive  
damages.

**PAY THE UNION!!!!**

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Illegal use of Postmaster Reliefs

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Properly filed grievances

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More bargaining unit employees hired

More dues paying members

Money to our members and Union

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**Clerk Craft Conference**  
**Las Vegas, Nevada**  
**August 2005**

## **CROSSING CRAFTS IMPROPERLY** **ARTICLE 7.2.B & C**

*Presented by*

**Peter "Pete" Coradi**  
**National Business Agent**  
**Clerk Division**  
**New York Region**

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**[ American Postal Workers Union ]**  
**William Burrus, President**

**APWU Clerk Division**

**James "Jim" McCarthy, Director**

**Assistant Directors**

**Pat Williams**

**Mike Morris**

**Rob Strunk**

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**[ JCIM ARTICLE 7, PAGE 3 ]**

**ARTICLE 7.2.B AND 7.2.C  
WORK ASSIGNMENTS**

- Article 7.2.B and 7.2.C provide that management may assign employees across craft lines when certain conditions are met.

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**[ ]**

Article 7.2.B provides for assigning employees to work in another craft at the same wage level due to insufficient work in their own craft. This applies to full-time, part-time regular and part-time flexible employees where there is "insufficient work" on a particular day to attain their respective work hour guarantee, as provided in Article 8 (Sections 8.1 and 8.8).

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[ ]

Section 7.2.C permits the assignment of employees to perform work in the same wage level in another craft or occupational group where there is an exceptionally heavy workload in another craft or occupational group and a light workload in the employees' craft or occupational group.

- Note: The term occupational group does not apply to the Clerk Craft.

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[ ]

Inherent in Article 7.2.B and 7.2.C is the assumption that the qualifying conditions are reasonably unforeseeable or somehow unavoidable. While management retains the right to schedule tasks to suit its needs on a given day, the right to do this may not fairly be equated with the opportunity to, in essence, create "insufficient" work through intentionally inadequate staffing.

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[ **JCIM Article 7, page 4** ]

Generally, when the union establishes that an employee was assigned across craft lines or occupational groups in violation of Article 7.2.B or 7.2.C, a "make whole" remedy requires the payment (at the appropriate rate) to the available and qualified employee(s) who would have been scheduled to work but for the contractual violation.

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## [ CROSSING CRAFTS ]

- What type of work was performed?
- Is the work in question part of a clerk craft job description?
- Did you include a copy of the job description as part of the documentation of the grievance?

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## [ ]

- Who (what craft) performed the work other than clerks?
- How long did the other craft employees perform clerk craft work?
- Can management prove that there was: a) insufficient work in the employee's own scheduled assignment; b) work in the same wage level for which the employee was qualified to perform within the clerk craft (Article 7, Section 2.B.)?

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## [ ]

- Was there a heavy workload in the clerk craft and a light workload in the losing craft (Article 7, Section 2.C.)?
- Were there clerk craft employees who were available and qualified to perform the work in question?
- Could the work have been accomplished by clerk craft employees, even to the point of overtime?

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- Is the crossing craft violation a consistent occurrence? Hourly? Daily? Weekly?
- Were any of the clerk craft employees on the Overtime Desired List?
- Were any of the Part-time Flexible (PTF) employees not afforded an opportunity to work eight hours in a day or forty hours in a week?

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- Did you obtain statements from witnesses?
- Did you obtain clock rings/time cards of the employees who crossed crafts and the employees who should have performed the work?
- If rural carriers performed clerk craft duties did you cite Article 1, Section 2 in addition to Article 7, Section 2?

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Corrective Action: Did you request overtime compensation for the full-time employees who should have performed the work? Did you request compensation at the straight-time rate for any PTFs who did not work eight hours in a day or forty hours in a week? Did you request that management cease and desist from utilizing other craft employees to perform clerk craft duties?

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### [ Rural Carriers Performing Clerk Craft Duties ]

Determine what type of rural carrier is performing clerk craft duties- Full-time, Rural Carrier Relief (RCR), Rural Carrier Associate (RCA), Temporary Rural Carrier (TRC). This can be established by requesting the PS Form 50 of the employee(s).

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### [ ]

If the carrier(s) is an RCR, RCA, or TRC, the PS Form 50 will reflect whether or not the employee has a dual appointment as a casual and will indicate the craft of the appointment.

Determine if the rural carrier is injured on duty. If so, request a copy of the carrier's medical restrictions and refer to Section 546 of the ELM.

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### [ ]

Obtain statements from other clerk craft employees and/or provide a description of the types of clerk craft duties the rural carrier is performing (boxing mail, letter or flat distribution, etc.)

Obtain clock rings/time cards to show the number of hours the rural carrier performed work in the clerk craft. If clock rings/time cards are not available, statements from clerk craft employees will have to suffice.

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[ ]

Obtain clock rings/time cards of the clerk craft employees in the office (full-time and PTF). Determine how the clerk craft employees were harmed (PTFs were not working 40 hours weekly, overtime could have been utilized among the clerk craft employees).

Cite Article 1, Section 2, "Exclusions", Article 7.2.A of the JCIM and Article 19, specifically the ELM, Section 323.6, when filing the grievance.

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[ ]

Request as a remedy that the clerk craft employees be compensated for all hours that the rural carrier(s) performed clerk craft duties, including the overtime rate if applicable. Also, include in the corrective action that management cease and desist from utilizing rural carriers to perform clerk craft work.

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[      Documentation  
Article 7.2.B & C      ]

All grievance paperwork. All paperwork developed and utilized in the grievance procedure.

Work schedule, clock rings, or other documentation showing cross craft assignment(s). This proves the cross craft assignment occurred. The first step in proving the violation is remembering the four part criteria: 1) same wage level; 2) qualified; 3) exceptionally heavy work load periods and 4) light work load period.

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Witness statements, which tell us what happened on given day or days involving the cross craft assignment(s). This helps validate the union's contentions and brings specifics to the front. Possible witness if the case goes to arbitration.

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Interview with appropriate supervisor or manager on why they assigned across craft lines. This ties down management's reason(s) for doing so. Stops the building of management's case at a later date. Union rep should ask if the criteria of 7.2.B & C were met and carefully write down management's response.

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Documents which show who was scheduled and who worked-be sure to include all types of leave taken. This tells us if management had a normal complement or was short-handed.

Volume reports which show heavy or light day. Remember 7.2.C says "exceptionally heavy work load periods".

Overtime records for both involved crafts, normally will be carrier to clerk. Be sure the documentation ties in to the area left and the place reassigned to.

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Applicable case law. Remember the difference between precedent and persuasive value. Strengthens the case through Step 4's, national arbitrations or pre-arbs, regional arbitrations or pre-arbs.

Cites must be on point!

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### The Interview

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- What work did Letter Carrier Smith perform on Wednesday between 0700 and 0900?
- Isn't distribution work normally Clerk Craft work in this office?
- Who made the decision to make this cross-craft assignment?

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- Why did you decide to use Letter Carrier Smith to perform this Clerk Craft work?
- Why couldn't you have used Clerks to perform this work?

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[ ]

- Wasn't one of your major concerns the fact that you would have had to bring in a Clerk on overtime?
- How much overtime did the Letter Carrier Craft work on the day in question?
- How much overtime was worked in the Clerk Craft on that day?

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[ ]

If management claims an insufficient workload in one craft and an unusually heavy workload in another, the burden shifts to management to prove those claims. Management may not make such assignments solely to avoid overtime in one craft.

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[ ]

The provisions of 7.2.C provides that when an exceptionally heavy work load occurs for one craft and there is at the same time a light workload in another craft, craft lines may be crossed. Both of these elements must be present at the same time in order to justify a cross-craft assignment.

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[ ]

The type of cross-craft assignments which seem most prevalent are part-time flexible letter carriers working in the clerk craft. In addressing the issue of PTF carrier to clerk work, you should bear in mind that a PTF may not be assigned clerk work pursuant to 7.2.B. under the guise of providing them their "guarantee" of 2 or 4 hours per day. Part-time flexible carriers do not have a "basic work week" and they are not "guaranteed" 2 or 4 hours of clerk work!

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[ National Settlement  
Case # H7C-NA-C 72  
April 4, 1990 ]

The parties' mutually agreed that the assignment of PTF employees across craft lines is controlled by the express language of Article 7.2 of the National Agreement as interpreted by national level arbitrators.

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[ National Award- Arbitrator Bloch  
Case # A8-W-0656 (H8S-5F-C-8027)  
April 7, 1982 ]

The dispute involved a cross craft assignment where management brought in a PTF carrier to work in Special Delivery rather than bringing in a OTDL SDM in. Bloch found management's right to cross crafts substantially limited (page 6).  
  
As a normal day in the special delivery craft and an overtime day in the letter carrier craft, the assignment was improper. Bloch granted ODL SDM 6.35 hours of overtime.

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Bloch also addressed the possibility pursuant to 7.2.B of management creating insufficient work.

- "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 needs 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.

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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 face of pressing circumstances."

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Arbitrator Bloch addresses both B. And C. by the following observation:

- "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.

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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 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 there was 'insufficient work' for the classification or, alternatively, that work was 'exceptionally heavy' in one occupational group and light, as well, in another."

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National Award, Arbitrator Mittenthal  
Case # H8C-2F-C-7406  
August 23, 1982

]

The dispute involved management assigning a mail handler to distribution clerk work. On the day in question, the mail handler worked the first three hours as a mail handler and the last five hours as a clerk. Mittenthal sustained the grievance relying on Bloch and the practice of the parties. He granted five hours at the straight time rate as no overtime was needed or scheduled on the day in question.

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Mittenthal upheld Bloch's interpretation while specifically addressing the "same wage level" element.

• "The principle seems clear. Where Management makes a cross-craft assignment, it must justify that assignment under the terms of VII-2-B or VII-2-C. If no such justification is provided, the cross-craft assignment is improper under the 'inherent proscription...' in VII-2. The Postal Service does not claim Arbitrator Bloch's interpretation is incorrect. It has not asked me to modify or overrule his award.

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[ ]

However, the statement of this principle does not resolve the present dispute. The Mail Handler who was dumping sacks on the evening mini-tour on July 27, 1980, ran out of work after three hours. There was 'insufficient' work for him that day. That fact gave Management the right, under VII-2-B, to 'assign the employee (here the Mail Handler) to any available work in the same wage level for which the employee is qualified..."

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[ ]

Plainly, more than one condition must be satisfied before a cross-craft assignment can be validated by VII-2-B, there must be not only (1) 'insufficient work' for the employee but also (2) other 'available work' (3) which he is 'qualified to perform' and (4) which is 'in the same wage level'."

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[ ]

The principles outlined by Bloch and Mittenthal are clear. In order to justify a cross-craft assignment, management must be able to demonstrate pursuant to B. that there was insufficient work for the employee or employees in their own assignment or that there was exceptionally heavy work in one group and light work in another at the same time pursuant to C.

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[ ]

Given this interpretation, the facts and circumstances pertaining to each incident becomes the basis for determining whether or not the assignment was in violation of the Agreement.

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[ National award, Arbitrator Das  
Case # C90C-1C-C93018526  
September 7, 2004 ]

Temporary cross-wage level assignments in the Clerk Craft.

APWU argued that Article 7.2.B specifically provides that employees can only be assigned available work "in the same wage level" in the event there is insufficient work in an employee's own scheduled assignments. APWU maintained that this requirement applies to both intra-craft as well as cross-craft assignments.

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[ ]

Das rejected the union's argument indicating, "[t]he Postal Service is not required to justify cross-wage level assignments within the Clerk Craft such as those involved in this grievance under Article 7.2.B, and that provision is not violated by such assignments." He concluded that "Article 25 clearly contemplates that employees may be temporarily assigned to higher level work or lower level positions."

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[ ]

In addition, Das commented that if Article 7.2.B and C were interpreted only to allow management to cross craft lines in the same wage level under its prescribed circumstances but not to cross wage levels within the same craft, it would mean that "the parties intended to provide greater protection against crossing wage levels within the same craft than against crossing craft lines" which "would be exactly the opposite of the agreed-to priorities reflected in the sequential actions set forth in Article 7.2.A."

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[ ]

- "The most critical point, however," according to the arbitrator, "is that-unlike crossing craft lines-there is no inherent or other contractual proscription on cross-wage level assignments within the Clerk Craft."

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[ ]

**LIMITED DUTY/REHABS  
IN THE  
CLERK CRAFT**

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[ ]

***This Presentation Created by:***

**Mike Gallagher**

***National Business Agent***

***APWU***

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Priority of Choice	Regular Craft	Regular Tour	Regular Facility
1 <sup>st</sup>	Within	Within	Within
2 <sup>nd</sup>	Outside	Within	Within
3 <sup>rd</sup>	Within	Outside	Within
4 <sup>th</sup>	Outside	Outside	Within
5 <sup>th</sup>	Within	Within	Outside
6 <sup>th</sup>	Outside	Within	Outside
7 <sup>th</sup>	Within	Outside	Outside
8 <sup>th</sup>	Outside	Outside	Outside

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**ARBITRATOR: BENJAMIN AARON**

**DECISION DATE: 01/24/1983**

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ISSUE:

- Did the USPS violate the CBA (Arts. 13 & 21) when transferring a rural carrier to a FTR position in the clerk craft?

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**FACTS:**

- A rural carrier suffered an on-the-job injury. She had medical restrictions and could not work in the rural carrier craft.
- The employee was permanently transferred to the clerk craft as a FTR and given a seniority date as the junior FTR.

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**DECISION:**

- The only question is whether the USPS was required to assign her to PTF status rather than a FTR position.
- The Union failed to prove that if the employee had not been assigned to a FTR position a PTF would have been made a FTR.

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- The regs make it clear an employee who has partially recovered from an on-the-job accident, and for whom no work within their prescribed medical limitations in his/her own craft is available, must be offered a position in another craft in the same work facility that minimizes "adverse or disruptive impact on the employee."

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- Since the employee had been a FTR rural carrier, the USPS was faithful to the contract in assigning her to a FTR in the clerk craft that met her medical restrictions. The grievance is denied.

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**Arbitrator: RICHARD MITTENTHAL**  
**Decision Date: 01/04/1985**

**ISSUE:**

- Whether the provisions of Article 13.5 apply to the facts of this case? Whether a letter carrier vacancy attributable to the permanent reassignment of a carrier to the clerk craft pursuant to ELM 540 must be posted for bids to the clerk craft?

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**FACTS:**

- An injured Letter Carrier was reassigned to a clerk craft. The APWU claims that the resultant carrier craft vacancy should have been posted for clerks to bid.
- The USPS insists Article 13 is not applicable to the situation in this case.

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**DECISION:**

- Arbitrator Mittenthal held that Article 13 applied only to Article 13 reassignments.

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- He further held that, "The injured carrier's reassignment was plainly not based on the provisions of Article 13. There is nothing in the language of ELM 540 which demanded that the carrier vacancy resulting from his reassignment be posted for bid to the "gaining craft", the clerk craft."

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**Arbitrator: NEIL N. BERNSTEIN**  
**Decision Date: 08/07/1987**  
**NALC Case**

**ISSUE:**

- Whether management may permanently involuntarily transfer an employee who sustained an injury on duty to another craft?

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FACTS:

- The Grievant, was hired as a FTR carrier and suffered an on-the-job injury that prevented her from performing the duties of her position.
- The Service informed her that, she was being reassigned to the clerk craft.

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DECISION:

- The Union argues that this reassignment is inconsistent with the ELM, and,
- it cuts off all future opportunity for the Grievant to work in her craft and the Grievant loses her craft seniority.

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- Bernstein said, the only provision in the CBA that appears to allow for permanent reassignments is Article 13, which Arbitrator Mittenthal said was available only for voluntary reassignments initiated by the employee.

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- The Arbitrator held that the Service can only make the involuntary reassignments across craft lines under Article 12.
- This leaves only the Service's argument that ELM 546.141 empowers it to make involuntary craft transfers of partially disabled employees who are permanently unable to meet the requirements of their craft.

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- The Arbitrator holds that this interpretation is barred because the USPS "should minimize any adverse or disruptive impact on the employee".
- ELM 546.14 must be read to impose a continuing duty on the USPS to always try and find limited duty work for injured employees in their respective crafts, facilities and working hours.

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- The fact that such work might not be available at any point in time does not mean that it will never become available. The USPS must be prepared to modify a limited duty assignment outside of the employee's craft, facility or hours, when work within those conditions becomes available.

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- ELM 546.14 allows the USPS to assign limited duty employees outside their craft on an "indefinite" basis, but it does not have the power to remove them against their will from future consideration for whatever craft work becomes available.

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- But the Service does not have the power to make an involuntary permanent reassignment across craft lines if the employee decides to take his or her chances and refuse a voluntary transfer.

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- The Arbitrator finds that management did violate the provisions of the CBA when it involuntarily permanently assigned the grievant from the letter carrier craft to the clerk craft based on her medical condition.

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**Arbitrator: C.J. SNOW**  
**Decision Date: 02/07/1994**  
**APWU Case**

**ISSUE:**

- Did the Employer violate the CBA when management reassigned a FTR Carrier who was partially recovered from an on-the-job injury to FTR status in the Clerk Craft? (Re-employed injured employee)

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**FACTS:**

- An injured employee, partially recovered from his injury, could return to work with medical limitations.
- The employee was not able to return to the Carrier Craft. Mgt. assigned him to the Clerk Craft

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- Initially, he was made a PTF, but subsequently management changed his status to that of a FTR employee.

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DECISION:

- In the case of Article 37, read in conjunction with Section 522 of the P-11 Handbook, converting PTFs normally will take precedence over such reassignments. Such reassignment may be justified, but the burden is on the Employer to establish why such a reassignment is necessary.

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- In this particular case, the Employer never really met its burden of showing why this reassignment to full-time status was necessary, notwithstanding its impairment of the seniority rights of PTFs.

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- The arbitrator concludes that the Employer violated the parties' collective bargaining agreement when it reassigned a FTR who was partially recovered from an on-the-job injury to FTR status in the Clerk Craft.

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- Unless the Employer can demonstrate that such assignments are necessary, notwithstanding the conversion preference expressed in the CBA, the Employer shall cease and desist from reassigning partially recovered employees to FTR when those reassignments impair the seniority of PTFs.

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**Arbitrator: C. J. SNOW**  
**Decision Date: 11/04/1998**  
**NALC Case**

**ISSUE:**

- Did the Employer violate the CBA by assigning the grievant to the Clerk Craft as a PTF rather than as a FTR? (partially recovered current employee)

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**FACTS:**

- The grievant was a FTR Letter Carrier who sustained an on-the-job injury.
- Management placed her on limited duty in the Letter Carrier craft.
- The Employer then offered the grievant a rehab job according to which she would be permanently reassigned to a "modified PTF" position in the Clerk craft.

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- Management told her that, if she did not accept the position, her OWCP benefits might be terminated. The grievant accepted the position under protest.

- Rights of letter carriers and clerks are no longer determined collectively.

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- Management must be diligent in being certain that it can keep promises it makes to each craft. If promises to one craft infringe on rights of the other, the Employer is obligated to negotiate the authority to implement such rights within the craft whose rights are being infringed.

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- The APWU is correct in asserting that those reassignments and reemployment decisions under ELM 546 must be accomplished in accordance with commitments made by management in the APWU agreement.

- Simply because complying with one agreement would violate the other does not relieve management of its obligation to comply with both.

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- In order to comply with ELM 546.141(a), the Employer is not permitted to change the status of a disabled employee when switching crafts; but if the employee is a FTR and there are PTFs in the gaining craft, then reassigning the employee as a FTR could violate conversion rights of PTFs in the gaining craft.

- This assessment is based on the APWU's CBA not on the NALC CBA.

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- The only question to be answered is whether transferring the grievant to a PTF would violate the Employer's obligation with regard to the NALC. That question must be answered in the affirmative.

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- The arbitrator concludes that the Employer violated its agreement with the NALC when it reassigned a FTR, partially disabled, current employee of the Carrier craft to the Clerk craft as a PTF.

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**Arbitrator: BERNARD DOBRANSKI**

**Decision Date: 12/21/1998**

**ISSUE:**

Whether the union notification provision under Article 7, Section 2, of the CBA applies to the permanent Rehab Program full-time assignments made under ELM 546?

- Article VII, Section 2.A limits the mandatory advanced union notification to those situations where the mixed-craft assignments, i.e., "full-time combination assignments within different crafts", are made in accordance with that same article.

- What kind of mixed-crafts assignments are made in accordance with Article VII, Section 2.A?
- The second sentence of Article VII provides the answer: Mixed-craft assignments which are made "to provide maximum full-time employment and provide necessary flexibility."

- When management makes mixed-craft assignments for this reason, then it must notify the affected unions in advance of the reasons for establishing these combination full-time assignments within different crafts.

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- This is what is meant by the phrase "accordance with this article." In the instant case, of course, the mixed-craft assignments was not made to provide maximum full-time employment and provide necessary flexibility.

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- Rather, it was made for the purpose of complying with Section 546 of the ELM which relates to management's responsibilities to reassign or re-employee employees because of on-the-job injuries.

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- It does not matter whether the assignment to the employee injured on the job was made under the Rehabilitation Provisions, as it was in this case, or under more temporary limited duty basis. In either case, the assignment is made pursuant to the requirements of ELM 546 and it is not a combined assignment within the meaning of Article VII, Section 2.A.

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**Arbitrator: BERNARD DOBRANSKI**  
**Decision Date: 06/14/1999**

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**ISSUE:**

- Whether the Postal Service violates the CBA by assigning rural letter carriers to temporary limited duty work in the clerk craft when no work is available within their medical restrictions within their own craft?

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**FACTS:**

- A rural letter carrier sustained a job related injury. She was assigned temporary limited duty as a clerk.

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- The case before Arbitrator Aaron involved a permanent reassignment of a rural carrier rather than the assignment of a rural carrier to temporary limited duty. The action in the Aaron case and in this case arose out of the Postal Service's authority pursuant to ELM 546.141.

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- The temporary limited duty situation involved here is much less intrusive on the clerk craft than the permanent reassignment involved in the Aaron award. Grievance is denied.

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**Arbitrator: SHYAM DAS**  
**Decision Date: 10/31/2002**

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**ISSUE:**

- 1) Whether the assignment must be posted for bid under Article 37 of the CBA - given the requirement in ELM 546.21 -- and/or (2) whether that assignment impaired seniority rights of PTF clerks contrary to Section 546.222.

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FACTS:

- A partially recovered letter carrier who had been injured on the job was reassigned to the Clerk Craft as a PTF employee and assigned to a "General Clerk Modified" position.

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- This rehabilitation assignment was not a residual vacancy in the Clerk Craft, but was a "position uniquely created to fit those restrictions".

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DECISION:

- It would make no sense to treat such a uniquely created assignment as a duty assignment that must be posted for bid. Requiring the assignment to be posted would defeat the sole purpose for establishing the assignment, because the injured employee -- who has no seniority in the Clerk Craft -- could not bid on that assignment.

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- To paraphrase Arbitrator Aaron, it is too late in the day for the APWU to challenge the proposition that the Postal Service may reassign an injured employee to a uniquely created position in another craft to provide appropriate work to that employee.

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- Certainly if, such a position is not subject to Article 37's posting provisions, it would be topsy turvy to conclude that PTFs have a seniority right to that position when full-time regulars do not.

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- Also, because Article 37's posting provisions do not apply, PTFs were not deprived of any opportunity to convert to regular full-time status as a result of a residual vacancy occurring at the end of the bidding cycle.

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- The Postal Service was not required to post the rehab job under Article 37, and the creation of that assignment pursuant to ELM 546 did not impair the seniority rights of PTF clerks.

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## SYNOPSIS

### AARON

- FTR had a right to remain a FTR not a PTF when move to a different craft under Arts. 13 and 21

### MITTENTHAL

- APWU not entitled to reciprocal assignment in another craft under Art 13 since reassignment under ELM 546

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### BERNSTEIN

- PS can't involuntarily reassign an injured employee permanently and has continuing obligation to find work regardless in former craft

### SNOW APWU

- Re-employed injured person can't be FTR if there are PTFs in the office

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**SNOW NALC**

- A current injured employee when reassigned to another craft must be a FTR not PTF

**DOBRANSKI**

- Art. 7.2 notification is not required when the reassignment is made pursuant to ELM 546

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**DOBRANSKI**

- Temporary reassignment of an injured employee to another craft is OK

**DAS**

- Uniquely created job not required to be posted under Article 37. PTF not adversely affected.

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**WHAT'S LEFT?**

- The status issue is outstanding.  
NALC Snow v. APWU Snow

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- If we can establish, work is available within the individual's former craft within their medical limitations we should challenge their assignment in the clerk craft as a cross craft assignment. (See Bernstein)

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- If individuals from other crafts are permanently assigned to clerk craft duties, they should have their modified duty assignment listed as a clerk job. (EL 515 - 11.8)

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#### Applying Your LMOU Items 15, 16 & 17

15. The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.
16. The method to be used in reserving light duty assignments so that no regularly assigned member of the regular work force will be adversely affected.
17. The identification of assignments that are to be considered light duty within each craft represented in the office.

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- The Employer will not assign any light/limited duty employee(s) from crafts not represented by the APWU to work that is under the jurisdiction of the APWU unless all APWU-represented employees who have requested light duty have been accommodated.

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- Light/Limited duty assignments of employees from non-APWU crafts will not affect any light duty requests of APWU-represented employees.

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- Management to notify the APWU in writing whenever an employee from another craft is assigned to the Clerk Craft in a light or limited duty status.

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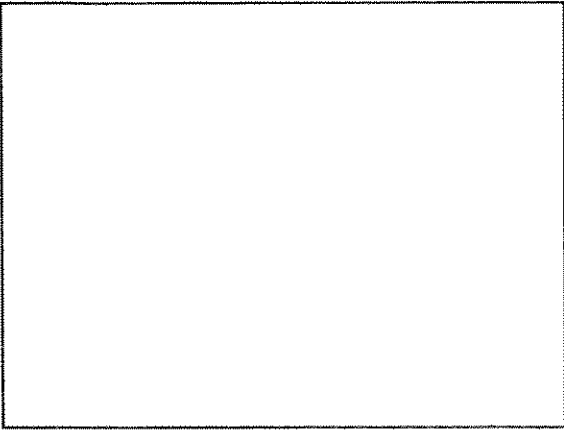
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