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UNITED STATES POSTAL SERVICE
DISTRICT OFFICE

FILE (2)
P.O. Box 1516 / Twin Cities Br. / St. Paul, MN 55189-0001

DATE: July 14, 1983

OUR REF: CED13:ARBolz:Pk

SUBJECT:

TO:

MSC/BMC
Directors E & LR
North Central District

You:
Please disseminate this
information. Those given for hyperintended
down to the mail processing divisions.

You are to insure compliance with the attached.

Robert K. Mason

Allyn R. Bolz
Allyn R. Bolz, Director
Employee & Labor Relations
North Central District

Attachment:

UNITED STATES POSTAL SERVICE
CENTRAL REGIONAL OFFICE

Chicago, IL 60699

DATE: July 13, 1983
OUR REF: CE220:JKHelliquist:jh:-0220
SUBJECT: RI 399

- TO: • District Directors, E&LR •

RECEIVED CENTRAL DISTRICT
JUL 14 1983

A recent tour of post offices in the Central Region indicated that many offices may not be in full compliance with RI 399. Although this instruction was issued in February 1979, the offices visited were using clerk craft employees on mail handlers designated work assignments on a daily or routine basis. Such use not only violates the spirit and intent of RI 399, but also violates the specific provisions of Article 7 of the 1981 National Agreement.

National Arbitrator Bloch in a recent award concerning the use of employees across craft assignments, wrote:

"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 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. 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 D 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.

"Under the circumstances, there having been a crossing of craft lines, it is appropriate that Management provide justification for the action.

"Moreover, while Management contends that assigning Groce to the Letter Carriers would simply have been "make work," it would also appear that the supervisor believed, early on, that calling in two Special Delivery carriers two hours early for the afternoon shift would adequately account for those needs. Therefore, the assignment across craft lines to the Special Delivery Craft could also have been seen, at that point, as "make work."

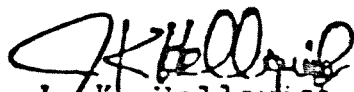
"In retrospect, one may conclude both that the assignment across craft lines in these particular circumstances was improper and that, assuming the need in that craft, the eligible employee should have been called in on overtime. Accordingly, the Union's request for overtime payment will be sustained to the extent of the violation.

"But one must proceed on the premise that crossing craft lines is prohibited and that the contractual exceptions are not to be invoked unless clearly met."

Following the above cited tour, several hundred grievances were resolved with some offices required to pay a substantial monetary settlement. In order to avoid similar problems in your districts, it is mandatory that all offices properly schedule and staff their operations to assure compliance with RI 399 and to avoid the improper, daily

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assignment of employees across craft lines in violation of Article 7 of the National Agreement.

Attached is language used to settle many of the disputes over RI 399. Please review your districts to assure compliance with these decisions as well as with Article 7. If we can be of assistance in this endeavor, please advise.



J. K. Hellquist
General Manager
Labor Relations Division

Attachments



UNITED STATES POSTAL SERVICE

Central Regional Office

Chicago, IL 60699

Without establishing precedent and without prejudice to the position of the United States Postal Service or the Union in this or any other case, and with the further understanding that the United States Postal Service or the Union will not cite this settlement in any other grievance, arbitration proceeding, or other forum, the grievance is resolved as follows:

RI 399 requires an office to be properly scheduled and staffed. The need to use cross craft assignments on a daily or routine basis, is indicative that proper scheduling and staffing has not been achieved. Moreover, such daily or routine use of clerks on mailhandlers craft designated assignments, other than under the provisions of Part II,D, is a violation of the spirit and intent of RI 399.

This office is directed to review all work assignments in accordance with the applicable provisions of RI 399. Immediate corrective action is required to achieve full compliance with this instruction. The Regional Mail Processing and Employee and Labor Relations Divisions are available to assist with the proper implementation of this decision and RI 399.

Allied Duties, including the dumping duties at the various distribution belts, are designated to the mailhandlers craft per RI 399. These designations of assignments were made in order to be cost effective, consistent with Part II,A of RI 399.


In this regard, allied duties, although designated to the mailhandlers as the primary craft, may be performed by clerks as outlined in the Footnote on page three. Notwithstanding, such assignment of allied duties to the craft having the distribution function, is only made when such allied duties

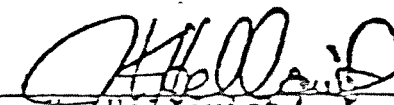
"CANNOT BE EFFICIENTLY SEPARATED."


In this regard, the allied duties performed in various operations shall be reviewed. Where such work functions or combination of work functions constitute a daily or routine need, these duties should be separated and assigned to a mailhandler craft employee. To this extent, this matter is considered resolved.

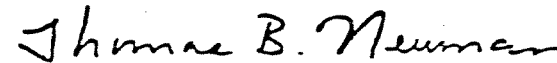
This decision resolves all the attached listed grievances from this office as well as any other similar grievance from this office which is currently pending at any step of the grievance-arbitration procedure as of this date.

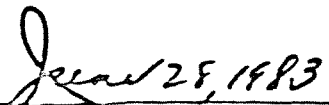
The above constitutes a full and complete settlement of the subject cases attached and resolves any or all other issues pertaining thereto.

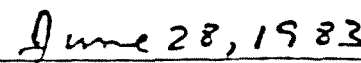

 Frank Sias
 Central Regional Director
 Mailhandlers Union


 J. K. Hellquist
 General Manager, Labor Relations
 U. S. Postal Service


 Herbert Walker
 Mailhandlers Union


 Thomas Newman
 Labor Relations Executive


 Date June 28, 1983


 Date June 28, 1983