

UNITED STATES POSTAL SERVICE  
475 L'Enfant Plaza, SW  
Washington, DC 20260

DEC 1 6 1983

Mr. William Burrus  
Executive Vice President  
American Postal Workers  
Union, AFL-CIO  
817 - 14th Street, N.W.  
Washington, D.C. 20005-3399

Re: M. Biller  
Washington, D.C. 20005  
H1C-NA-C 77

Dear Mr. Burrus:

On December 2, 1983, we met to discuss the above-captioned grievance at the national level under the provisions in Article 15, Section 3(d), of the National Agreement.

The union alleges that management is improperly applying the provisions of Regional Instruction 399 and Article 7, Sections 2.B and 2.C, of the National Agreement. Specifically, the union believes that a July 13, 1983, Central Region instruction, concerning compliance with Regional Instruction 399 and cross-craft assignments, instructs field managers to change encumbered duty assignments by other than attrition.

During our discussion, it was mutually agreed that the following would represent a full settlement of this case:


The parties mutually agree that the provisions of Regional Instruction 399 (RI 399) are still applicable to all mail processing operations in the Postal Service. In accordance with Section II.D of RI 399, encumbered duty assignments will not be modified by removing functions designated to another primary craft until and unless such duty assignment becomes vacant through attrition.

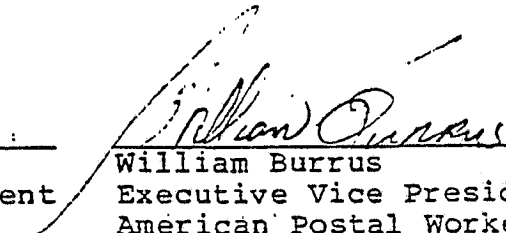
Mr. William Burrus

2

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle this case.

Sincerely,

  
A. J. Johnson  
Labor Relations Department

  
William Burrus  
Executive Vice President  
American Postal Workers  
Union, AFL-CIO



# American Postal Workers Union, AFL-CIO

817 Fourteenth Street N.W. Washington D.C. 20005 • (202) 842-4246

WILLIAM BURRUS  
Executive Vice President

September 1, 1983

James C. Gildea  
Assistant Postmaster General  
Labor Relations Department  
United States Postal Service  
475 L'Enfant Plaza, S.W.  
Washington, D.C. 20260

Dear Mr. Gildea:

I have recently discussed with your representative, John Mularski, the dispute surfacing in the Central Region over implementation of RI-399, the Separation of Craft Assignments. We hear that the General Manager, Labor Relations, Central Region has reached agreement with Mail Handler representatives resolving numerous grievances citing the decision of Arbitrator Bloch in Case No. H8S-5F-C-8027. APWU is, of course, not bound by such Mail Handler settlements. However, the General Manager, Labor Relations for the Central Region has also issued instructions to District Directors, E & LR, with which the APWU disagrees.

The American Postal Workers Union rejects the rationale that the Block decision is applicable to any separation of duties referred to in RI-399. The Union interprets the Block award as limiting the employer's right to make cross-craft assignments under the provisions of Article 7, Section 3B. and C. which clearly apply to "temporary" assignments of employees from one craft to another. The Block award made no reference to RI-399 and in no way dealt with RI-399. RI-399 and the Gamser award in Case No. AD-NAT-311 interpret and apply this issue in a totally different fashion creating an orderly pro-

NATIONAL EXECUTIVE BOARD • MOE BILLER, President

WILLIAM BURRUS  
Executive Vice President  
DOUGLAS HOLBROOK  
Secretary-Treasurer  
JOHN A. MORGAN  
Director, Clerk Division

RICHARD I. WIVODAL  
Director, Maintenance Division  
LEON S. HAWKINS  
Director, MVS Division  
MIKE BENNER  
Director, SDM Division

JOHN P. RICHARDS  
Industrial Relations Director  
KEN LEPNER  
Director, MVS, Head of Division

REGIONAL COORDINATORS •  
RAYDEL E. MOORE  
Western Region  
JAMES F. WILLIAMS  
Central Region

PHILIP C. FLEMING, JR.  
Eastern Region  
NEAL VACCARO  
Northeastern Region  
ARCHIE SAUSBERY  
Southern Region

James C. Gildea  
Assistant Postmaster General

September 1, 1983  
page 2

cedure for the transfer of duties. RI-399 requires that "no postal installation shall declare employees excess, increase the number of employees and/or increase work hours solely as a result of this instruction." Arbitrator Gamser interpreted the Regional Instructions and stated that the joint manning of certain facilities "does not alter the present dictate of Regional Instruction 399 which would not require that practice be disturbed." (Page 13, last sentence). And at Page 18 of the award, he states that "(N)o employee presently performing any of the disputed operations of (sic) functions is to be replaced except by attrition. No hard and fast demarcations have been made. No wholesale disruptions or reassignments of functions or operations is contemplated."

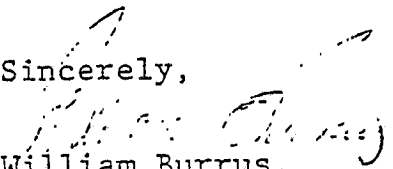
Section 11, D. of RI-399 provides that "no employee's current duty assignment will be modified by removing functions designated to another primary craft until and unless such duty assignment becomes vacant through attrition."

These instructions and interpretations have worked well in the transfer of duties from one craft to another during the past approximately 5 years. The Block award was in no way intended to modify or disturb this procedure.

The Union requests that these instructions relying upon the Block award be repudiated and the parties return to the process intended by RI-399 and supported by the Gamser award.

Please respond at your earliest convenience.

Sincerely,

  
William Burrus,

Executive Vice President

WB:mc

UNITED STATES POSTAL SERVICE  
CENTRAL REGIONAL OFFICE

Chicago, IL 60699

July 13, 1983

REF: CE220:JKWellquist:jh:-0220

JECT: RI 399

- District Directors, E&LR •

CENTRAL REGIONAL 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

2

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

3

4

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



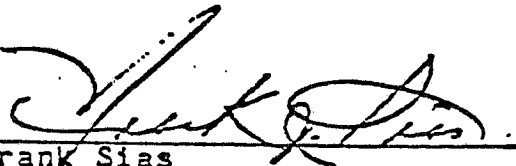
2

"CANNOT BE EFFICIENTLY SEPARATED."

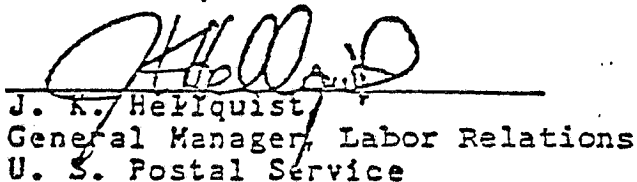
In this regard, the allied duties performed in various operations shall be reviewed. Where such work functions or combination of work functions constitute a daily or routine need, these duties should be separated and assigned to a mailhandler craft employee. To this extent, this matter is considered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



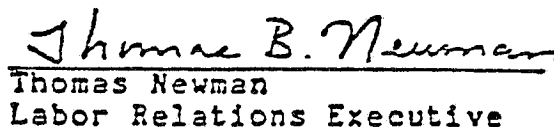
Frank Sias  
Central Regional Director  
Mailhandlers Union



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