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In the Matter of the Arbitration Between:

UNITED STATES POSTAL SERVICE

AND

AMERICAN POSTAL WORKERS UNION, AFL-CIO

H8S-5F-C 8027

Case No. (A8-W-0656)

Hearings Held October 23, 1981 and January 8, 1982

Before Richard I. Bloch, Esq.

APPEARANCES:

For the Union

James Adams

For the Postal Service

Donald Freebairn

OPINION

Facts

Grievant G. Robertson, a member of the Special Delivery Craft, here contests Management's failure to call him in for overtime work on November 23, 1979. He was not scheduled for work that day and, it is undisputed, Management made no effort to call him in. Instead, a part-time flexible City Carrier was assigned to perform Special Delivery functions for a total of 6.35 hours at straight time.[1]

[1]The parties stipulate to the following facts:

1. On November 23, 1979, FTR Special Delivery Carrier Robertson

The contention here is that Management violated the Labor Agreement in two respects. First, the Union says Management improperly allowed a member of the Carrier Craft, (James Groce), to cross over into the Special Delivery Craft. This, it claims, was a violation of Article VII of the Labor Agreement. Additionally, it is claimed that Management erred in failing to offer the overtime work in the Special Delivery Craft to the Grievant, who was on the overtime desired list and was available for the work.

(continuation of Footnote #1 from p. 1)

was non-scheduled.

2. No attempt was made by management to call in the grievant on his nonscheduled day.

3. On November 23, 1979, PTF City Carrier Groce was utilized for 6.35 hours on straight time delivering special delivery mail.

4. G. Robertson was considered eligible for overtime during the fourth quarter, 1979.

5. There were 46.6 hours of overtime utilized in the City Carrier Craft in the General Mail Facility on November 23, 1979.

6. There were 7.16 hours of overtime utilized in the Special Delivery Craft by Special Delivery Messengers only at the GMF on November 23, 1979.

7. No nonscheduled letter carrier was brought in on his day off to perform overtime work in the Letter Carrier Craft on November 23, 1979.

Issue

Did Management's actions constitute a violation of either Articles VII or VIII of the National Agreement?

Union Position

The Union maintains that Management may cross Craft lines only in accordance with certain provisions of the Labor Agreement. However, there were no provisions applicable to the circumstances of this case, it is claimed. Accordingly, it was improper to utilize the Carrier for Special Delivery tasks. As a result, Grievant was deprived of an overtime assignment which, according to Article VIII of the Labor Agreement, should have been offered him.

Relevant Contract Provisions

ARTICLE VII
EMPLOYEE CLASSIFICATIONS

Section 2. Employment and Work Assignments

A. Normally, work in different crafts, occupational groups or levels will not be combined into one job. However, to provide maximum full-time employment and provide necessary flexibility, management may establish full-time schedule assignments by including work within different crafts or occupational groups after the following sequential actions have been taken:

1. All available work within each separate craft by tour has been combined.

2. Work of different crafts in the same wage level by tour has been combined.

The appropriate representatives of the affected Unions will be informed in advance of the reasons for estab-

lishing the combination full-time assignments within different crafts in accordance with this Article.

B. In the event of insufficient work on any particular day or days in a full-time or part-time employee's own scheduled assignment, management may assign the employee to any available work in the same wage level for which the employee is qualified, consistent with the employee's knowledge and experience, in order to maintain the number of work hours of the employee's basic work schedule.

C. During exceptionally heavy workload periods for one occupational group, employees in an occupational group experiencing a light workload period may be assigned to work in the same wage level, commensurate with their capabilities, to the heavy workload area for such time as management determines necessary.

ARTICLE VIII
HOURS OF WORK

Section 5. Overtime Assignments

When needed, overtime work for regular full-time employees shall be scheduled among qualified employees doing similar work in the work location where the employees regularly work in accordance with the following:

A. Two weeks prior to the start of each calendar quarter, full-time regular employees desiring to work overtime during that quarter shall place their names on an "Overtime Desired" list.

B. Lists will be established by craft, section, or tour in accordance with Article XXX, Local Implementation.

Analysis

Special Delivery Carriers under this Labor Agreement are contractually distinct from City Letter Carriers.[2] Section 2

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[2]The distinction among crafts is recognized, for example, in Section 2 -- Employment and Work Assignments. Paragraph A specifies that "Normally, work in different crafts, occupational groups or levels will not be combined into one job."

deals with, among other things, limited circumstances wherein the inherent proscription against crossing craft lines is inapplicable.[3] Paragraph B states:

> 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.

This mutually-agreed upon provision specifies that the eventuality of "insufficient work" on a given occasion will justify the crossing of craft lines for the purpose of providing an employee an eight-hour work day. Section C presents a variation:

> 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.

This clause refers primarily to a situation where "exceptionally heavy work" occurs in another occupational work group, as opposed to the "insufficient work" discussed in Paragraph B. Section C provides that, when such heavy workload occurs, and when there is at the same time a light load

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[3]Other sections, inapplicable to this case, also provide some flexibility in terms of crossing craft lines. See Article XIII.

in another group, craft lines may be crossed.

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 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. There is no evidence that the provisions have been applied in a contrary manner in Colorado Springs.

Thus interpreted, the question becomes purely one of fact: Did the circumstances here at issue justify Management's invoking Section 2(B) or 2(C) in order to cross craft lines on the day in question?

From the testimony and by Management's candid acknowledgement, it is apparent that Section 2(C) is inapplicable to this situation. There was neither an "exceptionally heavy workload" in the Special Delivery Craft nor a "light workload" in the Letter Carrier group. The sole question, then, is whether one may reasonably find there was "insufficient work" for letter carriers on the day in question so as to warrant re-assigning employee Groce to the Special Delivery Group.

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

Scheduling for the week in question was completed, as is the normal case, on Wednesday of the preceding week (November 14). Included in the staffing calculations was the fact that the Thanksgiving holiday would fall on Thursday, November 22. The day in question was November 23, the next full work day. All available routes were covered that day by regularly scheduled personnel. In addition, however, the supervisor speculated that, the day after the holiday, there might be sick calls, emergency annual leave or other absences. Accordingly, he scheduled two additional letter carriers.

The supervisor arrived at 6:45 a.m. on the 23rd and found, contrary to his expectations, that there had been no sick calls in the Letter Carrier Craft and that, moreover, the volume in Special Delivery was higher than normal. The supervisor determined that bringing in two scheduled afternoon Special Delivery Messengers two hours early would adequately compensate for the increased load. Then, having assigned one of the two extra Letter Carriers to carrying bumps or assisting on other routes, he assigned the remaining Carrier, Mr. Groce, to Special Delivery work. As stipulated by the parties, Mr. Groce worked 6.35 hours in that capacity.

For the reasons that follow, the finding is that this assignment was improper. Particular care should be employed

in reading this Opinion, for the finding is closely confined to the particular facts of the day.

There is no reason to doubt either that the original scheduling of the two extra personnel was unreasonable or that the full turnout on the 23rd was foreseeable. Indeed, the contrary might generally have been expected. The problem here is with the supervisor's conclusion that there was inadequate work for Mr. Groce in the Letter Carrier Craft. In the overall, the finding is that the supervisor's decision was based not so much on the fact of "insufficient" work in the Letter Carrier Craft as on his conclusion that the "extra" Carrier could be generally utilized more effectively in the Special Delivery ranks. This approach was not consistent with the contractual requisites. To be sure, all routes had been covered in the Letter Carrier group and there were two additional employees available that day. However, it is also true that some forty-six hours of overtime were performed in the Letter Carrier group. There is some dispute as to whether this overtime arose later in the day as a result of difficulty in completing snow-covered routes. It is also apparent, however, that the storm had occurred some days earlier and that, in terms of foreseeability, one might have expected that help would be required. 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.

A final comment is here in order. Nothing in this Opinion should be construed as requiring that supervisory judgments in these matters be anything more than reasonably rendered under the facts available at the time. Hindsight may often provide a better perspective but will not necessarily require the conclusion that the assignment was wrong. In each case, the particular facts and circumstances must be scrutinized. 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. In this case, the evidence relevant to this particular fact situation

fails to sustain Management's responsibility of showing "insufficient" work in the Letter Carrier unit.

AWARD

The grievance is granted. G. Robertson was improperly denied overtime pay on the day in question and shall be granted 6.35 hours' pay at overtime rates.

Richard I. Bloch, Umpire

April 7, 1982