

**C-18159 National Arbitrator Snow, April 9, 1998, I94N-4I-D 960276608**

Arbitrator Snow held that Article 29 of the 1994 National Agreement with the NALC "requires the Postal Service to make temporary cross-craft assignments in order to provide work for letter carriers whose driver's licenses have been (temporarily) suspended or revoked." He rejected the Postal Service's argument that the Postal Service was no longer bound by cross craft provisions of Article 29 in light of the APWU/NALC split. However, he also agreed with the APWU that Article 29 of the NALC Agreement could not be applied in a manner inconsistent the APWU Agreement. Arbitrator Snow's decision did not address cases where driving privileges are permanently revoked.

He held that if it is not possible to accommodate temporary cross-craft assignments in a way that does not violate the APWU Agreement, a letter carrier who is deprived of the right to temporarily cross craft assignment to a position in the APWU represented crafts must be placed on leave with pay until such time as he may return to work without violating either unions' Agreement.

Accordingly, in cases where letter carriers temporarily lose driving privileges, the following applies:

Management should first attempt to provide non-driving letter carrier craft duties within the installation on the carrier's regularly scheduled days and hours of work. If sufficient carrier craft work is unavailable on those days and hours, an attempt should be made to place the employee in carrier craft duties on other hours and days, anywhere within the installation.

If sufficient work is still unavailable, a further attempt should be made to identify work assignments in other crafts, as long as placement of carriers in that work would not be to the detriment of those other craft employees.

If there is such available work in another craft, but the carrier may not perform that work in light of the Snow award, the carrier must be paid for the time that the carrier otherwise would have performed that work.

Finally, if there is insufficient carrier craft work and also insufficient work in other crafts to which the carrier could be assigned but for the Snow award, and it is expected to continue that way for an extended period of time, the employee has the option of not working and not being paid or being permanently reassigned to another craft if a vacancy exists.

In summary, this award does not establish an automatic carrier entitlement to leave with pay. Rather, each case must be handled individually based upon making "every reasonable effort" to seek work.