



STEP B DECISION

Step B Team:
USPS:
Rene Benavidez
NALC:
Karrie Blough

District:
Rio Grande

Formal A Reps:
USPS: **A. Alderete**
NALC: **R. Gould**

Decision: **RESOLVE**
USPS Number: **G06N-4G-C 1133 7668**
Grievant: **Class**
Branch Grievance Number: **421-629-11**
Branch: **421**
Installation: **San Antonio**
Delivery Unit: **Lockhill**
State: **Texas**
Incident Date: **08/20/2011**
Date Informal Step A Initiated: **09/02/2011**
Formal Step A Meeting Date: **09/14/2011**
Date Received at Step B: **09/20/2011**
Step B Decision Date: **09/28/2011**
Issue Code: **07.2260, 19.2000**
NALC Subject Code: **600111**

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ISSUE: Was there a violation of Articles 3, 7 and/or 19 of the National Agreement? If so, what is an appropriate remedy?

DECISION:

The dispute resolution team mutually agreed to **RESOLVE** this grievance. Management violated the National Agreement when cross-craft assignments were made outside of the provisions of Article 7. The DRT could not agree any additional remedy was appropriate at this time.

EXPLANATION:

The union states that management violated Article 7.2 of the JCAM by forcing carriers to cross crafts when instructing certain carriers to pitch parcels on 08/20/2011. It is very clear to the union that Lockhill is short staffed on the clerk side due to the mistreatment of these clerks. Many have opted to bid to other stations as opposed to the continual harassment. Considering the lack of clerks, management should have scheduled the overtime clerk that was available for a full day of overtime. Management is well aware of their deficiencies and could have very easily called in this clerk to avoid crossing crafts. Had management properly staffed, the situation of crossing crafts could have been avoided. The contract is clear that management cannot create a void in one area in order to mandate a cross craft scenario. As documented, there was more than ample work in the carrier craft.

Management contends that on August 20th the unit was bombarded with parcels, this was not foreseen or expected. On the average for this week the unit was getting approximately 644 parcels a day. However, on Saturday the 20th, the unit received an extreme amount of heavy parcels which impacted the clerks and carriers both. The data on the parcels recorded for that day was 1,760 parcels which was 1,116 over our average.

Due to the parcel impacts on Saturday, once the carriers finished casing, many moved to the clerk operation 2400 to assist in pitching parcels. The carriers could not leave to the street due to committed parcels so the carriers started pitching some of the parcels

to help the clerks. The union's contentions talk about bringing in a FDOT clerk – management is not required to bring in a clerk just because it's his SDO. Again, the average parcels did not warrant a FDOT, it was the unforeseen drop shipments and plant sending out heavy parcels on just this one day.

The DRT reviewed the entire contents of the case file and was able to determine that there was a violation of Article 7.2 on August 10, 2011.

Article 7 allows for the combining of work across craft lines in three circumstances.

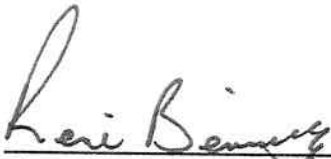
1. To Create Full-Time Assignments
2. In the event of insufficient work
3. During exceptionally heavy workload periods for one occupational group, employees in an occupational group experiencing a light workload period may be assigned to work in the same wage level

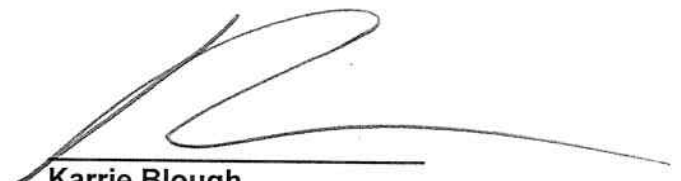
Inadequate staffing as a resulting of scheduling, to include unscheduled leave, is not shown to be a basis for making cross-craft assignments. Management does not provide any position which would show cause under Article 7.

In fashioning an appropriate remedy, the DRT did consider the union's request for compensation. The remedy referenced in Article 7 is not appropriate in this case.

"...a "make whole" remedy involving the payment at the appropriate rate for the work missed to the available, qualified employee who had a contractual right to the work would be appropriate..."

Carriers performed the work – clerks had the contractual right to the work.


Rene Benavidez
USPS Step B Representative


Karrie Blough
NALC Step B Representative

Grievance File Contents:

PS Form 8190 (3 pgs)
Union Contentions (3 pgs)
Informal A Request (2 pgs)
Steward Statement (2 pgs)
Employee Moves Report (38 pgs)
Clerk Overtime Desired List (2 pgs)
Clerk Schedule (2 pgs)
Route/Carrier Performance Report (7 pgs)

Carrier Schedule (2 pgs)
Step B Decision (3 pgs)
Prior Settlement (2 pgs)
Memorandum of Record
Management Contentions (8 pgs)
Employee Everything Report (15 pgs)
Request for Formal A
Unit Daily Performance Report (3 pgs)

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DRT File