



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 1134 0935**
Grievant: **Class**
Branch Grievance Number: **421-682-11**
Branch: **421**
Installation: **San Antonio**
Delivery Unit: **Lockhill**
State: **Texas**
Incident Date: **08/22-26/2011**
Date Informal Step A Initiated: **09/10/2011**
Formal Step A Meeting Date: **09/16/2011**
Date Received at Step B: **09/23/2011**
Step B Decision Date: **09/29/2011**
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 08/22-26/2011. 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 during the week of August 22-26, the station had 2 schemed clerks on annual leave. Both scheme clerks were on annual leave, so when the union claims that E. Luna was available to work, they are mistaken. Clerk Benavides was brought in on his SDO.

The clerk schedule has no clerks of on Monday so there was no one else to schedule in. On Tuesday it is E. Luna's SDO but he was on annual leave and there was no one else to bring in. Wednesday was E. Benavides' SDO and he was brought in on overtime. On Thursday, Burciaga was off on SDO but he has no scheme training. Gonzales was on SDO on Friday and she is not on the overtime list and her SDO was in conjunction with

annual leave. There was no one else to bring in. Currently the unit has 2 scheme vacancies and the only scheme clerk available to bring in was brought in. Everyone else had annual leave.

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

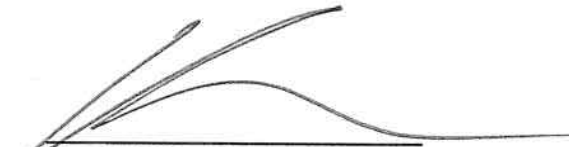
Inadequate staffing as a resulting of scheduling, to include unscheduled leave, is not shown to be a basis for making cross-craft assignments. Management does not provide any position which would show cause under Article 7.

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:

Additions and Corrections
PS Form 8190 (3 pgs)
Union Contentions (3 pgs)
Employee Moves Report (22 pgs)
OTDL Sign up Sheet
Clerk Schedule (2 pgs)
Clerk OTDL Sign up Sheet (2 pgs)
Route/Carrier Analysis Report (33 pgs)
Hours Analysis Report (15 pgs)

Management Contentions (6 pgs)
Employee Everything Report (15 pgs)
Step B Decision (3 pgs)
Prior Settlements (3 pgs)
Memorandum of Record
Informal A Request
Formal A Request
Management Contentions (2 pgs)
PS Form 3971

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DRT File