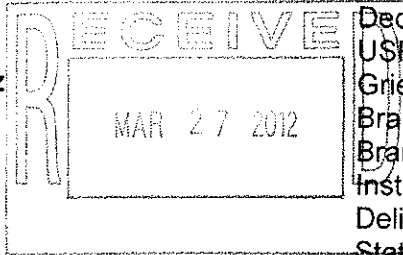


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STEP B DECISION

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



Decision: **RESOLVE**
USPS Number: **G06N-4G-C 1142 2977**
Grievant: **R. Flores**
Branch Grievance Number: **421-134-12**
Branch: **421**
Installation: **San Antonio**
Delivery Unit: **Cedar Elm**
State: **TX**
Incident Date: **01/31/12**
Date Informal Step A Initiated: **02/18/12**
Formal Step A Meeting Date: **02/27/12**
Date Received at Step B: **03/06/12**
Step B Decision Date: **03/20/12**
Issue Code: **10.0000, 10.4360**
NALC Subject Code: **507800, 507399, 100023**

COPY

District:
Rio Grande

Formal A Representatives:
USPS
M. Perales
NALC
M. Mora

ISSUE:

Was there a violation of Article 10 of the National Agreement when, on 02/08/2012, management refused to grant incidental leave to an employee? If so, what is the appropriate remedy?

DECISION:

The Dispute Resolution Team, (DRT), agreed to **RESOLVE** this grievance. The grievant is to be awarded a week of leave of his choosing by the end of the year as long as he gives management notice before the posting of the schedule for the week in question and it is not in conflict with the LMOU provisions concerning choice leave for the full week prior to and the full week of Christmas which only allows 3% off for annual leave. See DRT explanation below.

EXPLANATION:

The union contends that Carrier Rick Flores put in for incidental leave on February 7, 2012, but it was denied on February 8, 2012. According to Branch 421 Local Memorandum of Understanding (LMOU), Article 10, "If the requested leave falls within the choice vacation period and the request is submitted after the determination of the choice vacation period schedule, the employer will make every reasonable effort to grant such request." Management did nothing but refuse the leave request without an explanation. There is a slot open and the station is fully staffed with enough employees to manage the leave period, therefore granting the leave was practical.

Management contends that Article 10 of the National Agreement is subject to local negotiations and there is no provision for a third choice vacation. In the LMOU between

the NALC Branch 421 and the United States Postal Service, Section 8 states: "The Employer may have one (1) selection during the choice period and shall have his/her choice through the entire roster, and then have his/her second choice during the second selection period. No one is to have a second choice until the junior carrier in the seniority has a chance for his/her first choice."

Article 3 gives management the right to run the Unit as efficiently and effectively and the USPS has posted a 3.1 billion dollar loss. Management cannot approve incidental leave and cover the route at the overtime rate.

The DRT reviewed the entire case file and, based on the documentation and contentions provided, determined that the grievant should have been awarded the leave he requested. The case file did not evidence any information that management made any reasonable effort to consider awarding the leave before denying the request. The applicable contract language for this instance case is taken from the LMOU which states in relevant part:

Article 10 LEAVE

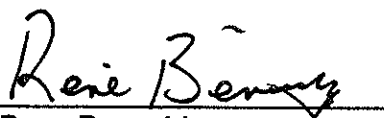
Section 1

Posting of the choice vacation periods shall be by office wide seniority within each station, branch, or merged post office(s), and will be completed and posted by January 31 of each year. Letter carriers employees may pass up choice vacation periods and choose vacant periods from January through December. (1996)

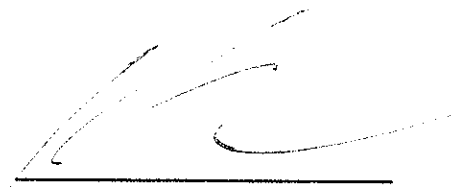
Section 6

All letter carriers will be granted annual leave for choice vacation periods in accordance with the National Agreement. Ten percent (10%) of the carriers will be allowed annual leave, beginning the first full week of April through the week of Labor Day and the third week of November through the first full week in January of the New Year. However, during the full week prior to and the full week of Christmas, three percent (3%) will be allowed annual leave. And during June, July, and August, eleven percent (11%) will be allowed annual leave. A fraction of .5 or more will be rounded up to the nearest whole carrier. Ten percent of the carriers will be allowed annual leave during the non-choice period. (1996)

The DRT mutually agreed the appropriate remedy is listed on page one of this decision based on the language contained in the LMOU.



Rene Benavidez
USPS Step B Representative



Karrie Blough
NALC Step B Representative

RIO GRANDE DISPUTE RESOLUTION TEAM
10410 Perrin Beitel Rd, # 1059
San Antonio, TX 78284-8430
PHONE 210-368-1784, 210-368-1760, FAX 210-368-8525

Grievance File Contents:

Extension Request	Vacation Schedule (12 pgs)
PS Form 8190	Formal A Request
Union Contentions	Informal A Request
PS Form 3971 (2 pgs)	Management Contentions
Copy of LMOU (23 pgs)	

cc: Manager, Labor Relations, Southwest Area
District Manager, Rio Grande District
NALC NBA, Region 10
Manager, Human Resources, Rio Grande District
Manager, Labor Relations, Rio Grande District
Postmaster, San Antonio
NALC Branch President
USPS Formal A Representative
NALC Formal A Representative
DRT File