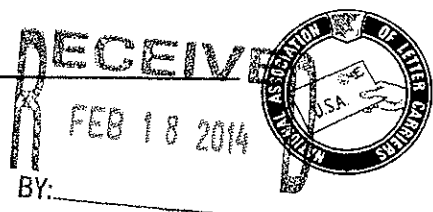


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STEP B DECISION

BY: \_\_\_\_\_

**Step B Team:**  
USPS:  
Yvonne Lopez  
NALC:  
Karrie Blough

Decision: **RESOLVE**  
USPS Number: **G11N-4G-C 1403 6565**  
Grievant: **Class Action**  
Branch Grievance Number: **421-1040-13**  
Branch: **421**  
Installation: **San Antonio**  
Delivery Unit: **Thousand Oaks**  
State: **Texas**  
Incident Date: **11/09/2013**  
Date Informal Step A Initiated: **11/23/2013**  
Formal Step A Meeting Date: **12/19/2013**  
Date Received at Step B: **12/27/2013**  
Step B Decision Date: **12/30/2013**  
Issue Code: **11.6300**  
NALC Subject Code: **506002**

District:  
Rio Grande

Formal A Designees:  
USPS: **G. Gonzalez**  
NALC: **W. McCain**

**ISSUE:**

Did management violate Articles 3, 11, and 30 of the National Agreement and/or the LMOU when management failed to follow the holiday scheduling pecking order on November 9, 2013 while working CCAs assigned to Thousand Oaks Station at other stations while mandating non-volunteer regular carriers on the holiday schedule? If so, what is the appropriate remedy?

**DECISION:**

The Dispute Resolution Team (DRT) mutually agreed to **RESOLVE** this grievance. The case file evidenced a violation of the National Agreement/LMOU concerning the holiday pecking order. The following carriers will be paid lump sum taxable payments as indicated below. All pay adjustments have been completed at Step B; no additional action is required. See DRT Explanation.

02194239 Vahle \$108.68  
02287969 McCain \$108.68

**EXPLANATION:**

The union contends management violated the National Agreement by mandating non-volunteer carriers while working Thousand Oaks' CCA employees at stations other than Thousand Oaks on November 9, 2013. The scheduling of a carrier is a station level operation. The scheduling requirements under Article 11 are to permit the maximum number of full-time regulars the time off who desire to be off. The CCAs assigned to this station must be scheduled and worked at this station.

The union requests as remedy that management cease and desist working CCAs assigned to this station at other stations on holidays while mandating non-volunteer full-time regular carriers and to cease and desist not listing all carriers assigned to Thousand Oaks on the schedule. The union requests that the two senior carriers who were forced

BC

to work on November 9, 2013, be granted administrative leave of the carrier's choice to be taken within 12 months or to otherwise be made whole.

**Management** contends it followed the provisions of the LMOU regarding the holiday poll for the holiday on November 9, 2013. The data in the case file demonstrates that there were two other CCAs that should have been utilized prior to requiring full-time regulars to work during their holiday. Management is in agreement that the proper remedy in this case is to compensate the carriers who were required to work in lieu of the two CCAs an additional 50% premium of their base straight time pay.

The DRT reviewed the entire case file and considered both parties position in this matter. Since management and the union were in agreement there was a violation, the DRT need only address the decision made on the remedy portion of this grievance. The DRT refers the reader to page 11-5 of the JCAM which states the following in relevant part:

*The Memorandum of Understanding dated October 19, 1988 (M-00859) provides:*

*The parties agree that the Employer may not refuse to comply with the holiday scheduling "pecking order" provisions of Article 11.6 or the provisions of a Local Memorandum of Understanding in order to avoid payment of penalty overtime. The parties further agree to remedy past and future violations of the above understanding as follows.*

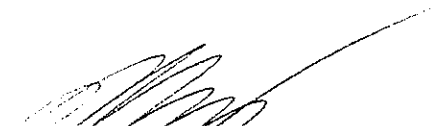
- 1. Full-time employees and part-time regular employees who file a timely grievance because they were improperly assigned to work their holiday or designated holiday will be compensated at an **additional premium of 50 percent of the base hourly straight time rate.***
- 2. For each full-time employee or part-time regular employee improperly assigned to work a holiday or designated holiday, the Employer will compensate the employee who should have worked but was not permitted to do so, pursuant to the provisions of Article 11.6, or pursuant to a Local Memorandum of Understanding, at the rate of pay the employee would have earned had he or she worked on that holiday.*

While it was understood that the file contained a Regional Arbitration Award that showed the arbitrator had awarded administrative leave in that particular case, it was not shown in this instant case that the situation mirrored that in which was presented to the arbitrator. The language found in that award implies there had been a continuous problem with this issue in the past at that particular installation. This instant case file did not establish this as being a recurring problem in this unit that could justify a request for an escalated remedy being granted.

The arbitrator also mentions in his discussion that the carriers in that case, who were affected by being mandated, had testified as to how they had "suffered harm because he/they were not able to attend planned functions." Again, the file did not contain any information indicating the carriers in this case had been harmed other than by being improperly assigned to work their holiday. The JCAM calls for the appropriate remedy in


that case as indicated above. Based on the facts as stated above, the DRT mutually agreed the appropriate remedy is listed on page one of this decision.

**NOTE:** The case file contained many duplicates of the documentation provided by both union and management. The DRT would like to remind the parties that the file submitted to the DRT is a joint file and should not contain any duplicate pieces of information found elsewhere in the file.



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**Yvonne Lopez**  
**USPS Step B Representative**



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**Karrie Blough**  
**NALC Step B Representative**

**Grievance File Contents:**

Table of Contents	JCAM Excerpt (2 pgs)
Union Additions & Corrections (2 pgs)	Arbitration Award (9 pgs)
PS Form 8190	Management Contentions (2 pgs)
Union Contentions (2 pgs)	Prior Step B Decision (4 pgs)
Carrier Schedule (36 pgs)	Two Copies of Union's Contentions (4 pgs)
Holiday Poll (2 pgs)	Informal A Request (6 pgs)
PS Form 3971 (2 pgs)	Formal A Request (2 pgs)
Employee Everything Report (16 pgs)	PS Form 8190
Hours Analysis Report (12 pgs)	Time Extension
Seniority List	

**cc: 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**