

DALLAS DISTRICT DISPUTE RESOLUTION TEAM

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Kimetra Lewis  
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RESOLVED



STEP B DECISION

Step B Team: Kimetra Lewis  
James Chandler

Decision: RESOLVE  
USPS Number: G11N-4G-C 14266625  
Grievant: Class Action  
Branch Grievance Number: 421-658-14  
Branch Number: 421  
Installation: San Antonio  
Delivery Unit: Lockhill  
State: Texas  
Incident Date: 07/04/2014  
Date Informal Step A Initiated: 08/02/2014  
Formal Step A Meeting Date: 08/19/2014  
Date Received at Step B : 08/26/2014  
Step B Decision Date: 09/04/2014  
USPS Issue Code: 11.6300  
NALC Issue Code: 506002  
Original Step B Received Date:  
Date Sent To Assisting Team:

District: Rio Grande  
Deciding District: Dallas

Formal Step A Parties  
NALC: Richard Gould  
USPS: Regina Moya

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ISSUE:

- 1) Did Management violate Article 11.6.A of the National Agreement when Management failed to poll and schedule regular full time volunteers for the Fourth of July Holiday according to the pecking order?
- 2) Did Management violate Article 11 of the National Agreement when Management worked City Carrier Assistants (CCAs) instead of full time regular volunteers on the Fourth of July (07/04/14)? If so, what is the appropriate remedy?

DECISION: The Dispute Resolution Team has agreed to **RESOLVE** this grievance. A violation occurred. The case file contained sufficient evidence to demonstrate that Management could have scheduled two full time regulars to work on the Fourth of July holiday. For the violation, the following carriers will be compensated a lump sum of \$216.00 each for the missed opportunity to work the holiday: Carriers Martinez (EIN #02163019) and Escobedo (EIN #02337189).

EXPLANATION: The Union contends Management conducted a poll of the regular full-time carriers to find regular full-time volunteers who wanted to work the designated holiday (07/03/14) for the Fourth of July. Carriers checked yes or no depending on whether or not they were volunteering to work on 07/04/14. The Union contends Management ignored the

pool and instead scheduled four CCAs to work on the Fourth of July to deliver parcels. The Union contends the four CCAs worked a total of 27.00 hours.

Management contends they have a right to maintain the efficiency of the operations entrusted to it and to determine the methods, mean and personnel by which such operations are to be conducted. Management stated that they recognize that there is a pecking order for holiday work; however, Management does not agree with the scheduling of full-time regular employees to perform work less than 8 hours on a holiday. Management contends the workload for the holiday could not be predetermined.

The DRT reviewed the record of the grievance file and considered both parties position.

Page 11-3 of the JCAM provides the following:

Article 11.6.B provides the scheduling procedure for holiday assignments. Keep in mind that Article 30.B.13 provides that “the method of selecting employees to work on a holiday” is a subject for discussion during the period of local implementation. The Local Memorandum of Understanding (LMOU) may contain a local “pecking order.” In the absence of LMOU provisions or a past practice concerning holiday assignments, the following minimum pecking order should be followed:

- 1) All part-time flexible employees to the maximum extent possible, even if the payment of overtime is required.
- 2) All full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have volunteered to work on their holiday or their designated holiday—by seniority.
- 3) City carrier assistant employees.
- 4) All full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have volunteered to work on their non-scheduled day—by seniority.
- 5) Full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have not volunteered on what would otherwise be their non-scheduled day—by inverse seniority.
- 6) Full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have not volunteered on what would otherwise be their holiday or designated holiday—by inverse seniority.

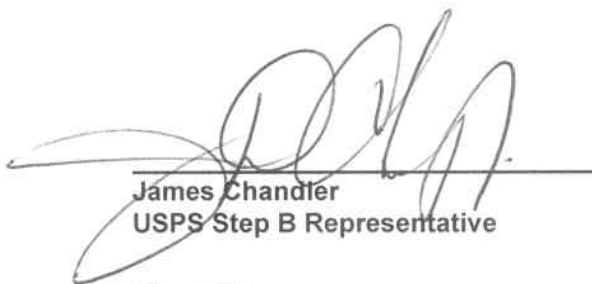
Article 8.2.D states the following:

D. Any CCA employee who is scheduled to work and who reports to work in a post office or facility with 200 or more workyears of employment shall be guaranteed four (4) hours of work or pay. CCAs at other post offices and facilities will be guaranteed two (2) hours work or pay.

According to the record, Management scheduled in four CCAs. Contractually, any CCA who is scheduled to work is guaranteed four (4) hours of work or pay; therefore, Management was aware that there was a need for at least 16 hours of work. Based on that assumption, the DRT agreed with the decision cited above.



Kimetra Y. Lewis  
NALC Step B Representative



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cc: Step A Parties NALC/USPS  
Kathy Baldwin NALC NBA Region 10  
Southwest Area Labor Relations  
Diana Bennett  
Darrell Jungman

Mgr. OPS  
POOM  
Mgr. HR Rio Grande District  
John Merritt

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