



STEP B DECISION

Step B Team:	Decision:	<u>RESOLVE</u>
USPS:	USPS Number:	G11N-4G-C 1754 7506
Alex Zamora	Grievant:	Class
NALC:	Branch Grievance Number:	421-668-17
Karrie Kimbrell	Branch:	421
	Installation:	San Antonio
Deciding District:	Delivery Unit:	Hackberry
Rio Grande	State:	Texas
	Incident Date:	06/27/2017-Ongoing
	Informal Step A Initiated:	07/07/2017
	Formal Step A Meeting:	No meeting
USPS Formal A:	Date Received at Step B:	07/26/2017
Stephanie Olivares	Step B Decision Date:	08/03/2017
NALC Formal A:	Issue Code:	41.4820
Richard Gould	NALC Subject Code:	100939

ISSUE:

Did management violate Articles 3, 5, 8, 19, 30 (LMOU, Section 8) and 41.3 of the National Agreement by instructing carriers to perform work off the clock? If so, what is the remedy?

DECISION:

The Dispute Resolution Team (DRT) mutually agreed to **RESOLVE** this grievance. The case file did evidence a violation. Requiring carriers to perform work off the clock is improper. Carriers will not be required to perform any work off the clock. See DRT explanation.

EXPLANATION:

The issue in this case concerns the allegation that management had issued instructions to carriers to perform PM office duties off the clock.

The union contends carriers at Hackberry Station have been told to limit their office time to 5 minutes or less. In many instances, carriers are told to clock off immediately upon clocking in to the office. In many instances carriers are told to clock out immediately upon clocking in to office time (722) and finish their PM duties off the clock. The attached clock rings reaffirm what multiple carriers said when they were interviewed. The carriers stated that at least 3 members of management were involved in instructing them to work off the clock.

The union contends that management violated Articles 3, 5, 8 and 19 (via Branch 421 Local Memorandum of Understanding (LMOU) Section 8) and/or 41.3.J of the National agreement when they instructed carriers to clock out in the PM and perform the remainder of their duties off the clock. Considering the fact circumstances there can be no question that management took it upon themselves to unilaterally change the process by which carriers perform their PM duties, in many circumstances eliminating them altogether which resulted in many instances of carriers working off the clock in order to finish their PM duties.

The union requests management cease and desist instructing carriers to work off the clock and also requests an immediate investigation be ordered in order to ascertain the extent of

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the violation. The union requests that a monetary remedy for any carriers who clocked immediately out upon return to the office per the attached clock rings.

Management did not meet at the Formal Step A level and did not provide any contentions.

The DRT determined a violation was evidenced in this case. Carriers will not be forced to work off the clock. Shown below is relevant contract language:

Article 41.3.K of the National Agreement addresses the issue of working off the clock:

Supervisors shall not require, nor permit, employees to work off the clock.

Article 30 addresses the local party's right to negotiate specific provisions of the agreement.

JCAM page 30-1:

Article 30 of the National Agreement enables the local parties to negotiate over certain work rules and other terms and conditions of employment. Since the start of full postal collective bargaining in 1971, most of letter carriers' contractual rights and benefits have been negotiated at the national level. However, some subjects have been left to the local parties to work out according to their own preferences and particular circumstances. A period of "local implementation." Has followed the completion of each National Agreement.

Branch 421 LMOU Article 30, Local Implementation, Section 8 re-establishes this point:

Supervisors shall not require nor permit employees to work off the clock. (1991)

Once clocked to the office, the carriers should perform the required PM office duties prior to ending tour. These duties may exceed 5 minutes. Working off the clock is not permitted. Many statements were provided by the carriers saying they were instructed to work off the clock on various unspecified dates; this was undisputed by management.

The case file evidenced multiple instances of carriers clocking to the office and then immediately ending tour. It was impossible to differentiate whether the carriers were performing work off the clock after ending tour or performing the work while still clocked to the street prior to switching to the office and then ending tour since both instructions had apparently been given to the carriers. Due to this unknown, the DRT was unable to agree to pay carriers at this time for time worked off the clock.



Alex Zamora
USPS Step B Representative



Karrie Kimbrell
NALC Step B Representative

Grievance File Contents:

PS Form 8190
Union Contentions
Carrier Interviews
Informal Step A Request

USPS Tracking
Employee Everything Report
LMOU
Formal Step A Request

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NALC NBA, Region 10
District Manager, Rio Grande District
Manager, Human Resources, Rio Grande District
Manager, Labor Relations, Rio Grande District
NALC Branch President
USPS Formal A Representative
NALC Formal A Representative
DRT File