

DALLAS DISTRICT DISPUTE RESOLUTION TEAM

James Chandler
USPS Representative

1112 18th Street
Plano, TX 75074
PH # 972-578-4703
Fax #972-578-8054

Kimetra Lewis
NALC Representative



RESOLVED



STEP B DECISION

Step B Team: Kimetra Lewis
James Chandler

Decision: RESOLVE
USPS Number: G11N-4G-C 14267369
Grievant: Class Action
Branch Grievance Number: 421-620-14
Branch Number: 421
Installation: San Antonio
Delivery Unit: STMC

District: Rio Grande
Deciding District: Dallas

State: Texas
Incident Date: 07/29/2014
Date Informal Step A Initiated: 08/13/2014
Formal Step A Meeting Date: 08/22/2014
Date Received at Step B: 09/03/2014
Step B Decision Date: 09/15/2014
USPS Issue Code: 41.2260
NALC Issue Code: 100061
Original Step B Received Date:
Date Sent To Assisting Team:

Formal Step A Parties
NALC: Jim Ruetze
USPS: Rene Benavidez

ISSUE: Did Management violate Article 41 of the National Agreement when Management failed to allow the carrier technicians (T-6) to work their assignments as posted? If so, what is the appropriate remedy?

DECISION: The Dispute Resolution Team has agreed to RESOLVE this grievance. Management will adhere to the provisions of Article 41 and the San Antonio Local Memorandum of Understanding regarding the scheduling assignments of carrier technicians.

EXPLANATION: The Union contends Management at the South Texas Medical Center (STMC) Station have developed a habit of moving T-6 carriers off of their normally scheduled routes and assigning them to other routes instead. The Union contends that Management defend their actions by contesting Management is within its right under the provisions of Article 3 to maintain the efficiency of the Postal Service. The Union contends Carrier James Kimbrell was awarded a T-6 assignment at the STMC. Carrier Kimbrell arrived at the station on July 26th and was scheduled to work on Route 2962; which was the correct assignment for that day. However, Management continued to assign Carrier Kimbrell on Route 2962 for the next two weeks while the regular carrier assigned to the route was on annual leave. The Union also contends that Carrier Castrejon has recently complained about being moved off his scheduled assignment to another assignment within his string of

Class Action
G11N-4G-C 14267369
421-620-14

routes. The Union contends Management's actions are in violation of Article 41 of the National Agreement and the LMOU for the San Antonio Installation.

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 contends the dispute alleged by the Union centers around one individual. Management contends Carrier Castrejon has never filed a grievance contesting Management's decision to move him off of his scheduled route on his string. Management contends that their actions were not arbitrary or capricious regarding carriers Castrejon and Kimbrell. Management contends they were within their rights to move the carrier technicians.

The DRT reviewed the record of the grievance file and considered both parties position. The DRT agreed to provide within this Step B decision the pertinent provisions of the National Agreement and the interpretation found in the JCAM for future matters.

Article 41.1.C.4 of the JCAM states the following:

41.1.C.4 The successful bidder shall work the duty assignment as posted. Unanticipated circumstances may require a temporary change in assignment. This same rule shall apply to Carrier Technician assignments, unless the local agreement provides otherwise.

Page 41-7 of the JCAM provides:

Carrier Technician Assignments. The five routes on a Carrier Technician's string or group which constitute a full-time duty assignment are normally carried in the posted sequence. In the absence of any Local Memorandum of Understanding provisions or binding past practice concerning this issue (Article 5), management has discretion to move a Carrier Technician off the assignment he or she is working in the regular rotation to another route on the Carrier Technician's string.

If a Carrier Technician is moved to another route on the string, that route becomes the carrier's assignment on that day for the purposes of Article 41.1.C.4 and the application of the overtime provisions of Article 8.5.

If a Carrier Technician is moved to another route on the string with a different starting time, he/she still retains and is still entitled to be paid for the hours of his/her regular schedule. However, if appropriate advance notice of a schedule change is given, the carrier receives out of schedule pay instead.

Management may *not* move the Carrier Technician off the string entirely, unless the Local Memorandum of Understanding so provides or "unanticipated circumstances" arise. It is *not* an "unanticipated circumstance" when the regular carrier, whose route the Carrier Technician is working, comes in and works his or her non-scheduled day.

Class Action
G11N-4G-C 14267369
421-620-14

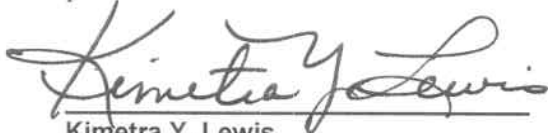
Branch 421 LMOU Section 4.D reads:

Full time regular Letter Carriers who are called in to work on their own route on their non-scheduled day, can bump their utility or Carrier Technician, who then bump a reserve unassigned or part time flexible carrier holding a temporary bid assignment on one of the other four (4) routes on the utility or Carrier Technician string. However, there is no bumping by the Carrier Technician if there is an open route on the string or by anyone when the route has been open for an hour from its scheduled reporting time.

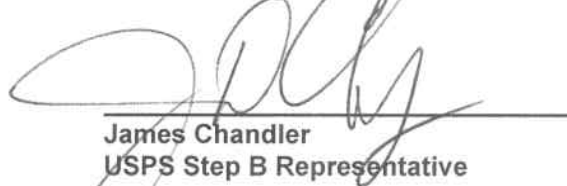
In accordance with Step 4 decision, M-00277:

“One of the T-6 carrier’s functions is to serve any route on his string during the absence of the regular carrier. In this regard the T-6 may be required to cover any route on his string regardless of the normal sequence. However, when it is known in advance that a carrier will be absent for an extended period, it is not anticipated that a T-6 will be required to serve the same route for the entire week unless unanticipated or emergency circumstances exist.”

In the matter involving Carrier Kimbrell, Management was aware that the regular carrier would be on annual leave for a period of two weeks; therefore, no unanticipated or emergency circumstance existed that would justify Management’s decision to retain Carrier Kimbrell on Route 2962 for the duration of the regular carrier’s annual leave period.



Kimetra Y. Lewis
NALC Step B Representative



James Chandler
USPS Step B Representative

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

Contents:

- PS Form 8190
- Additions & Corrections
- PS Form 8190
- Letter to Mr. Benavidez
- Union’s Contentions
- Request for Documentation
- Workhour Workload Report (by Route)
- San Antonio Vacation Schedule
- M-01769
- JCAM Provisions
- Request for Documentation
- M-00758
- M-01085

Class Action
G11N-4G-C 14267369
421-620-14

- M-00128
- M-00350
- M-00679
- San Antonio LMOU
- Weekly Schedule
- Employee Everything
- Weekly Schedule
- Statement from Branch President
- USPS Contentions
- Request for Formal Step A Meeting
- PS Form 8190
- Statement from Carriers
- Notification of USPS Formal Step A Designee
- Arbitration Award – C06N-4G-C 12176602
- JCAM Provisions
- Workhour Workload Report (By Carrier)
- Workhour Workload Report (By Route)
- Weekly Schedule
- JCAM Provisions
- San Antonio – Vacation Schedule
- Statement from E. Alvarado