



STEP B DECISION

Step B Team:

USPS:

Michael Goden

NALC:

Karrie Blough

District:

Rio Grande

Formal A Reps:

USPS: **Ayda Alderete**

NALC: **Richard Gould**

Decision: **RESOLVE**

USPS Number: **G11N-4G-C 1324 8682**

Grievant: **Class**

Branch Grievance Number: **421-554-13**

Branch: **421**

Installation: **San Antonio**

Delivery Unit: **Lockhill**

State: **Texas**

Incident Date: **06/04/2013**

Date Informal Step A Initiated: **06/17/2013**

Formal Step A Meeting Date: **07/12/2013**

Date Received at Step B: **07/15/2013**

Step B Decision Date: **07/29/2013**

Issue Code: **41.3130**

NALC Subject Code: **600198**

ISSUE:

Did management violate Articles 3, 15, 19, and 41 of the National Agreement by denying the grievant the right to carry the temporary vacant assignment he had opted on (hold down) and thereby refused to comply with agreement 421-364-13? If so, what is an appropriate remedy?

DECISION:

The Dispute Resolution Team (DRT) mutually agreed to **RESOLVE** this grievance. Management did violate the National Agreement by denying the grievant the right to carry the Hold Down he had successfully opted on. See DRT Explanation.

EXPLANATION:

The union contends management removed the grievant from a hold down he had on Route 3081. This is in violation of the National Agreement and of a previous settlement concerning this same issue. On Tuesday 06/04/2013, he was scheduled to carry his hold down on Route 3081. He came in to case the route but was then sent to another station for the remainder of the day. He only carried his hold down assignment for a total of 1.63 units. The JCAM gives clear guidelines on what remedy to consider in cases of blatant disregard such as this one. The union requests as remedy that management cease and desist violating Article 41 of the National Agreement and pay a \$250.00 compensatory remedy in order to reemphasize the commitment of the parties to contract compliance. The union also requests the Carrier Davila be reimbursed for the mileage he incurred when he had to travel to STMC from Lockhill Station or otherwise make whole.

Management contends did comply with agreement 421-364-13. Management has the right to utilize a CCA on any route and has the right to loan out any CCA that does not have a valid hold down if another unit is in need of carrier assistance. On June 4, another unit was in need of assistance and the grievant was sent to them to assist on

the street. The grievant did not have a hold down on Route 3081. Management was not in violation.

The DRT reviewed the case file and mutually agreed that it was clear the grievant did have a hold down on Route 3081 contrary to the USPS Formal A contentions. The supervisor acknowledged the hold down in an interview by the union. Management has already agreed to "cease and desist" violating the National Agreement in this regard at the Formal Step A. The DRT mutually agreed that management is to honor that Formal A settlement and the contract language concerning CCA employees on hold downs. M-01819 states the following in relevant part:

56. Will CCAs be allowed to opt on (hold-down) vacant duty assignments?

Yes, after April 10, 2013.

57. Is there a waiting period for a new CCA (no former experience as a career city letter carrier or city carrier transitional employee) before the employee can opt on a hold-down?

Yes, 60 calendar days from the date of appointment as a CCA. Once the CCA has met this requirement there is no additional waiting period for applying for/being awarded a hold-down when the employee is converted to career.

58. Is there a difference in the application of opting (hold-down) rules between part-time flexible city carriers and CCAs?

No.

Article 41 states the following concerning opting on assignments in relevant part:

Duration of Hold-Down. Article 41.2.B.5 provides that once an available hold-down position is awarded, the opting employee "shall work that duty assignment for its duration." An opt is not necessarily ended by the end of a service week. Rather, it is ended when the incumbent carrier returns, even if only to perform part of the duties—for example, to case but not carry mail.

Schedule Status and Opting. Employees on hold-downs are entitled to work the regularly scheduled days and the daily hours of duty of the assignment. (See H8N-1M-C 23521, June 2, 1982, M-00239.

In circumstances where the violation is egregious or deliberate or after local management has received previous instructional resolutions on the same issue and it appears that a "cease and desist" remedy is not sufficient to insure future contract compliance, the parties may wish to consider a further, appropriate compensatory remedy to the injured party to emphasize the commitment of the parties to contract compliance. In these circumstances, care should be exercised to insure that the remedy is corrective and not punitive, providing a full explanation of the basis of the remedy.

RIO GRANDE DISPUTE RESOLUTION TEAM
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The DRT agreed that although there had already been a cease and desist agreed upon, there was apparently confusion as to whether or not the grievant was assigned to that hold down. For this reason, the DRT opted to not award a monetary remedy in this instant case. Management is reminded of their obligation to comply with the National Agreement and prior settlements.



Michael Goden
USPS Step B Representative



Karrie Blough
NALC Step B Representative

Grievance File Contents:

PS Form 8190
Union Contentions (3 pgs)
Hold Down request (3 pgs)
Supervisor Statement
Interview Notes
Prior Settlement
Time Extension
Weekly Schedule (4 pgs)
Employee Everything Report (6 pgs)

Employee Moves Report (8 pgs)
Hours Analysis Report
Route/Carrier Performance Report (11 pgs)
Informal A Request
Formal A Request
Management Contentions
Reassignment Letter
DOIS Printout

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
NALC Formal A Representative
USPS Formal A Representative
DRT File