



RESOLVE



STEP B DECISION

Step B Team:
USPS:
Robin Gutman
NALC:
Louise K. Jordan

District:
Rio Grande

USPS Formal A:
Ayda Alderete
NALC Formal A:
Kelvin Bosley

Decision:
USPS Number:
Grievant:
Branch Grievance Number:
Branch:
Installation:
Delivery Unit:
State:
Incident Date:
Informal Step A Meeting:
Formal Step A Meeting:
Received at Step B:
Step B Decision Date:
Issue Code:
NALC Subject Code:

RESOLVE
G11N-4G-C 1835 8967
Class
421
421-770-18
San Antonio
Heritage Station
Texas
07/10/2018
07/27/2018
08/08/2018
08/13/2018
08/30/2018
41.1250
600198

ISSUE:

Did management violate Articles 15 and 41 of the National Agreement by changing the start time of city carrier assistants (CCAs) effectively removing the grievants from their opts (hold downs) and failing to comply with previous Step B decisions? If so, what is the remedy?

DECISION:

The Dispute Resolution Team (DRT) mutually agreed to **RESOLVE** this grievance. The file did evidence a violation Article 41 of the National Agreement. Management will return all city carrier assistants (CCAs) on opts (hold-down) to the start time of the route. The employees listed below will be compensated the out of schedule pay rate for the hours their schedule was improperly changed. Payments have been processed at Step B; no further action is needed. See the DRT Explanation below.

NAME	EIN	REMEDY
Beasley, D	04635785	\$242.25
Edmondson, H	04611317	\$191.25
Davis, M	02098552	\$165.75
Muniz, J	04635783	\$216.75
Lopez, A	04624461	\$216.75
Casias, J	04553768	\$229.50
Santos, S	04629307	\$229.50
Martinez, C	04625780	\$216.75
Herrera, E	04655918	\$191.25
Chapa, L	04518679	\$216.75

EXPLANATION: On 07/10/2018 management held a meeting with the CCA's available. The CCA's were instructed their start time would be 9:30 beginning 07/11/2018. Management made it clear this instruction included CCA's with opts and that CCA's would no longer be casing mail.

The union filed this grievance to protest management's actions and unable to achieve a resolution through the Informal and Formal A steps of the grievance procedure, the union appealed to Step B.

The union contends that management improperly removed ten (10) carriers from their hold-down/opt assignments. The union contends that management has taken the position that CCA's will not be permitted to case their opted assignments Management has issued this blanket policy and states there is under time each day and it is more efficient to assign the office duties to the regular workforce. The union contends that bumping carriers off opts should only occur as a last resort.

The union requests carriers be made whole and returned to the routes proper start time. The union also asks for compensatory remedy of \$50 per grievant for repetitive violations.

Management contends they spoke to the union back in July about why the start times would be changing and the union simply stated, "I understand". Management contends that the volume is declining and they needed to keep regular carriers gainfully employed to 8 hours. Management claims after reviewing the variance in lost hours, they resorted to the JCAM (Joint Contract Administration Manual) Article 41, where it states CCA's may be bumped from their hold-down to provide sufficient work for full time employees.

The DRT determined the case file evidenced management had violated Article 41 when they did not allow the CCAs with opts to work the scheduled hours of their route assignments. Management clearly did this in advance, which is evidenced in the file with the carrier schedule. The schedule shows the CCA's on hold downs scheduled at 9:30. Schedules are posted on Wednesday of the previous week. This would show that management made this decision more the 10 days in advance. The JCAM clearly states *the employee is temporarily "bumped" on a day-to-day basis. **Bumping is still a last resort.*** As stated, in reference to the posted schedule, it is clear to the team that management did not properly apply this.

Article 41 Section 41.2.B.3 of the national Agreement states in relative part:

City carrier assistants may exercise their preference (by use of their relative standing as defined in Section 1.f of the General Principles for the Non-Career Complement in the Das Award) for available full-time craft duty assignments of anticipated duration of five (5) days or more in the delivery unit to which they are assigned that are not selected by eligible career employees.

The JCAM under Article 41 pages 41-14 and 41-15 states the following about removal from a hold down:

Removal From Hold-Down. *There are exceptions to the rule against involuntarily removing employees from their hold-downs. Part-time flexible employees and city carrier assistants may be "bumped" from their hold-downs to provide sufficient work for full-time employees. Full-time employees are guaranteed forty hours of work per service week. Thus, they may be assigned work on routes held down by parttime or city carrier assistant employees if there is not sufficient work available for them on a particular day (H1N-5D-C 6601, September 11, 1985, M-00097).*

In such situations, the part-time flexible or city carrier assistant employee's opt is not terminated. Rather, the employee is temporarily "bumped" on a day-to-day basis.

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Bumping is still a last resort, as reflected in a Step 4 settlement (H1N-5D-C 7441, October 25, 1983, M-00293), which provides that: A PTF or city carrier assistant, temporarily assigned to a route under Article 41, Section 2.B, shall work the duty assignment, unless there is no other eight-hour assignment available to which a full-time carrier could be assigned. A regular carrier may be required to work parts or "relays" of routes to make up a full-time assignment. Additionally, the route of the "hold-down" to which the PTF or city carrier assistant opted may be pivoted if there is insufficient work available to provide a full-time carrier with eight hours of work.

The JCAM page 41-16 states:

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 (H8N-1M-C 23521, June 2, 1982, M-00239). These scheduling rights assumed by all hold-down carriers, whether full-time or part-time, create some of the most perplexing problems in the opting process. In the area of schedule status, two key distinctions must be considered. First, there is a difference between a guarantee to work and a right to days off. The second distinction involves the appropriate remedy when an opting employee is denied work within the regular hours of a hold-down.*

The file does not evidence any data to show the unit properly captured under time. There is no performance data to show that the carriers, on any particular day, had under time which was captured in the office. Management contends a decline in mail volume during the summer months. Management might want to consider temporary schedule changes, unit wide in the future, to avoid continued contract violations.

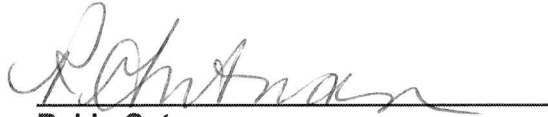
Management needs to be highly aware of the Remedy for this violation, should it continue and the possibility of a compensatory award for future violations.

The JCAM pages 41-16 and 41-17:

Remedies and Opting. *Where the record is clear that a PTF or city carrier assistant was the senior available employee exercising a preference on a qualifying vacancy, but was denied the opt in violation of Article 41.2.B.4, an appropriate remedy would be a "make whole" remedy in which the employee would be compensated for the difference between the number of hours actually worked and the number of hours he/she would have worked had the opt been properly awarded. In those circumstances in which a PTF or city carrier assistant worked forty hours per week during the opting period (or forty-eight hours in the case of a six day opt), an instructional "cease and desist" resolution would be appropriate. This would also be an appropriate remedy in those circumstances in which a reserve letter carrier or an unassigned letter carrier was denied an opt in violation of Article 41.2.B.3. 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.*

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Based on its review of the case file, the DRT mutually agreed to the decision and remedy above.



Robin Gutman
USPS Step B Representative



Louise K. Jordan
NALC Step B Representative

cc:

LR Manager, Southern Area
NALC Region 10 NBA
Rio Grande District HR Manager
Rio Grande District LR Manager
Management Formal Step A Designee

NALC Branch President
NALC Formal Step A Designee
District Manager, Rio Grande District
Postmaster
DRT File

Grievance File Contents

P.S. Form 8190
Management's Contentions (2 pages)
M-01891
Time Limit Extension
Request for Formal Step A Meeting
Request for Information
Union's Contentions (8 pages)
Weekly Schedule (6 pages)

Leave Schedule
Weekly Schedule
Carrier Statements (9 pages)
Step B Decisions (6 pages)
CCA Schedules (3 pages)
Employee Everything Report (113 pages)
Union Remedy Recap (19 pages)

Payout Request History for Grievance 18358967

[HELP](#)

no data

Not Processed By Payroll

- ☒ New (Not yet sent to Payroll)
☒ Pending (Not back from Payroll)
☒ Submitted (Received acknowledgment from Payroll, awaiting processing)

Payroll Processed

- ☒ Paid (Back from Payroll without error)
☒ Payroll Error (Back from Payroll with error)

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Show History

New, Pending and Submitted Requests

Status	GATS Code	App Seq	Request Amount	Last Name	First Name	SSN	Relevant PP	Requested By	Date Requested
New		2	\$165.75	DAVIS	MONEE	7817	PP15 FY2018	KMGQXV	08/30/2018
New		2	\$191.25	EDMONDSON	HALBERT	9474	PP15 FY2018	KMGQXV	08/30/2018
New		2	\$191.25	HERRERA	ERIC	9057	PP15 FY2018	KMGQXV	08/30/2018
New		2	\$216.75	CHAPA	LUIS	2467	PP15 FY2018	KMGQXV	08/30/2018
New		2	\$216.75	LOPEZ	ALEXANDER	1904	PP15 FY2018	KMGQXV	08/30/2018
New		2	\$216.75	MARTINEZ	CHRISTOPHER	7993	PP15 FY2018	KMGQXV	08/30/2018
New		2	\$216.75	MUNIZ	JOSE	6686	PP15 FY2018	KMGQXV	08/30/2018
New		2	\$229.50	CASIAS	JOE	1324	PP15 FY2018	KMGQXV	08/30/2018
New		2	\$229.50	SANTOS	SILVIA	6800	PP15 FY2018	KMGQXV	08/30/2018
New		2	\$242.25	BEASLEY	DYRON	1497	PP15 FY2018	KMGQXV	08/30/2018
Total New: \$2,116.50									
Total Pending: \$0.00									
Total Submitted: \$0.00									

Paid and Errors from Finance

Status	Error or Warning	App Seq	Request Amount	Amount Paid	PP Paid	Last Name	First Name	SSN	Relevant PP	Requested By	Date Requested
No Data											
Total Paid: \$0.00											

Total Error: \$0.00
