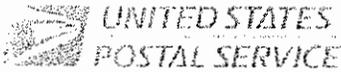


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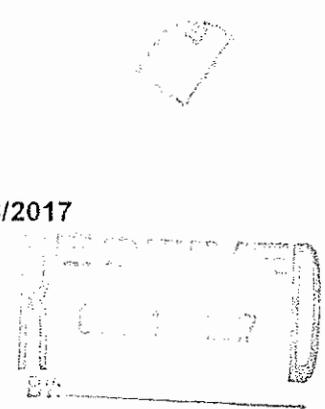
RIO GRANDE DISPUTE RESOLUTION TEAM
10410 Perrin Beitel, Room 1059
San Antonio, TX 78284-8430
PHONE 210-368-1760, 210-368-1784, FAX 210-368-8525

RESOLVE



STEP B DECISION

Step B Team:	Decision:	RESOLVE
USPS:	USPS Number:	G16N-4G-C 1762 9514
Alex Zamora	Grievant:	Class Action
NALC:	Branch Grievance Number:	421-755-17
Karrie Kimbrell	Branch:	421
	Installation:	Boerne
District:	Delivery Unit:	MPO
Rio Grande	State:	TX
	Incident Date:	07/22/2017-07/28/2017
	Informal Step A Initiated:	08/10/2017
	Formal Step A Meeting:	09/20/2017
	Date Received at Step B:	09/22/2017
Formal Step A Reps:	Step B Decision Date:	10/02/2017
USPS: Gloria Ramirez	Issue Code:	07.2260
NALC: Richard Gould	NALC Subject Code:	100882



ISSUE:

Did management violate Article 7 of the National Agreement by requiring rural route carriers to carry city delivery routes? If so, what is the appropriate remedy?

DECISION:

The Dispute Resolution Team (DRT) mutually agreed to RESOLVE this grievance. The case file did evidence a violation. Management will not utilize rural carriers to perform city letter carrier work outside the limited provisions of Article 7. The carriers shown below will be paid lump sum payments in the amounts requested by the local union; payment was completed at Step B. See DRT explanation.

EIN	Carrier	Amount	EIN	Carrier	Amount
03081749	A. Mathews	\$336.75	03606645	H. Garcia	\$173.00
04194353	Y. New	\$261.75	03566158	Maldonado, A	\$102.50
04400847	Turnbill, J	\$262.63	04581257	Hernandez, M	\$354.12
02394881	Garcia, J	\$125.63			

EXPLANATION:

Management instructed multiple rural carriers to perform city letter carrier duties (casing, delivering) on city routes at the Boerne Post Office from July 22, 2017 – July 28, 2017.

The union contends management is working full time rural letter carriers on city routes. The union contends there were no emergencies during the week of July 22 – July 28, 2017 that would justify cross craft assignments. Management failed to work all available letter carriers before making the decision to work employees across craft lines. The union request that management cease and desist violating Article 7, section 2 of the National Agreement in the Boerne Post Office in the future. The union also request as a remedy all available city letter carriers be paid an amount equivalently to the number of hours worked across craft lines on the day(s) in question at the respective overtime rates.

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

The DRT agreed the file did evidence a violation when management utilized rural carriers to perform city letter carrier work. All city carriers should be worked in lieu of rural carriers in the city letter carrier craft. There are limited circumstances in which rural carriers would be permitted to work in the city letter carrier craft; emergencies only. Those circumstances are explained below from the Joint Contract Administration Manual (JCAM) excerpt which reads in relevant part:

Page 7-33 of the JCAM:

Rural Carriers Excluded. Paragraph A of this Memorandum of Understanding (National Agreement page 155) provides that the crossing craft provisions of Article 7.2 (among other provisions) apply only to the crafts covered by the 1978 National Agreement—i.e., letter carrier, clerk, motor vehicle, maintenance and mail handler. So crosscraft assignments may be made between the carrier craft and these other crafts, in either direction, in accordance with Article 7.2. However, rural letter carriers are not included. So crosscraft assignments to and from the rural carrier craft may not be made under Article 7.2. They may be made only in "emergency situations" as explained below.

Crossing Crafts in "Emergency" Situations. In addition to its Article 7 rights, management has the right to work carriers across crafts in an "emergency" situation as defined in Article 3. Management Rights. Article 3.F states that management has the right:

3.F. To take whatever actions may be necessary to carry out its mission in emergency situations, i.e., an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

This provision gives management a very limited right to make crosscraft assignments. Management's desire to avoid additional expenses such as penalty overtime does not constitute an emergency.

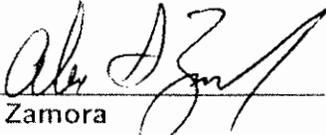
No emergency situation was presented in the case file that would justify allowing rural carriers to deliver city letter carrier mail. All city letter carriers are available to do that work even if the use of proper mandating under Article 8, as shown below in relevant part, is utilized:

8.5.D If the voluntary "Overtime Desired" list does not provide sufficient qualified people, qualified full-time regular employees not on the list may be required to work overtime on a rotating basis with the first opportunity assigned to the junior employee.

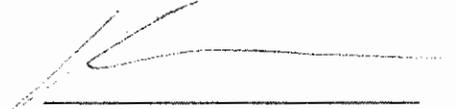
Mandatory Overtime. *One purpose of the Overtime Desired List is to excuse full-time carriers not wishing to work overtime from having to work overtime. Before requiring a non-ODL carrier to work overtime on a non-scheduled day or off his/her own assignment on a regularly scheduled day, management must seek to use a carrier from the ODL, even if the ODL carrier would be working penalty overtime. However, if the Overtime Desired List does not provide sufficient qualified fulltime regulars for required overtime, Article 8.5.D permits management to move off the list and require non-ODL carriers to work overtime on a rotating basis starting with the junior employee. This rotation begins with the junior employee at the beginning of each calendar quarter. Absent an LMOU provision to the contrary, employees who are absent on a regularly scheduled day (e.g. sick leave or annual leave) when it is necessary to use non-ODL employees on overtime will be passed over in the rotation until the next time their name comes up in the regular rotation.*

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Based on the facts presented in the case file, the DRT mutually agreed to the remedy shown on page one of this decision.



Alex Zamora
USPS Step B Representative



Karrie Kimbrell
NALC Step B Representative

Grievance File Contents:

PS Form 8190
Union Contentions
Rural Work Hour Tracker
Route Carrier Performance Analysis Report
Hours Analysis Report

Employee Everything Report
City Carrier Weekly Schedule
Union Remedy Sheets
Formal A Meeting Request
Union Information Request

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

Payout Request History for Grievance

[HELP](#)

<p><u>Not Processed By Payroll</u></p> <ul style="list-style-type: none"> ✓ New (Not yet sent to Payroll) ✓ Pending (Not back from Payroll) ✓ Submitted (Received acknowledgment from Payroll, awaiting processing) 	<p><u>Payroll Processed</u></p> <ul style="list-style-type: none"> ✓ Paid (Back from Payroll without error) ✓ Payroll Error (Back from Payroll with error)
<p>Back</p>	<p>Show History</p>

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	\$102.50	MALDONADO	ALFREDO	1777	PP16 FY2017	KBY9N0	10/05/2017
New		2	\$125.63	GARCIA	JESSE	5879	PP16 FY2017	KBY9N0	10/05/2017
New		2	\$173.00	GARCIA	HUMBERTO	9662	PP16 FY2017	KBY9N0	10/05/2017
New		2	\$261.75	NEW	YVONNE	4843	PP16 FY2017	KBY9N0	10/05/2017
New		2	\$262.63	TURNBULL	JACKIE	0228	PP16 FY2017	KBY9N0	10/05/2017
New		2	\$336.75	MATHEWS	ARTHUR	3515	PP16 FY2017	KBY9N0	10/05/2017
New		2	\$354.12	HERNANDEZ	MICHAEL	0298	PP16 FY2017	KBY9N0	10/05/2017
Total New: \$1,616.38									
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											