

TB



RESOLVE



STEP B DECISION

Step B Team:	Decision:	<u>RESOLVE</u>
USPS:	USPS Number:	G16N-4G-C 1842 6712
Alex Zamora	Grievant:	Class Action
NALC:	Branch Grievance Number:	421-986-18
Jim Ruetze	Branch:	421
	Installation:	Boerne
District:	Delivery Unit:	MPO
Rio Grande	State:	TX
	Incident Date:	08/11/2018-08/17/2018
	Informal Step A Initiated:	09/07/2018
	Formal Step A Meeting:	No Meeting
	Date Received at Step B:	09/26/2018
Formal Step A Reps:	Step B Decision Date:	09/27/2018
USPS: Mark Harpel	Issue Code:	07.2260
NALC: Richard Gould	NALC Subject Code:	100882

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ISSUE:

Did management violate Article 7 of the National Agreement by assigning rural letter 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. Records that do not accurately reflect the work done on city routes during this period will not be used in any evaluation for purposes of making route adjustments. Management will ensure all work performed on city delivery assignments is accurately recorded on a daily basis. See DRT Explanation.

EIN	Carrier	Amount	EIN	Carrier	Amount
04581257	Hernandez, M	\$148.68	03081749	Mathews, A	\$162.96
04400847	Turnbull, J	\$135.52	03566158	Maldonado, A	\$96.32

EXPLANATION:

Management instructed multiple rural carriers to perform city letter carrier duties (casing, delivering) on city routes at the Boerne Post Office from August 11, 2018 – August 17, 2018.

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 August 11, 2018 – August 17, 2018 that would justify cross craft assignments. Management failed to work all available letter carriers before making the decision to work employees across craft lines and failed to ensure a proper input into DOIS for the assistance given by rural carriers. The union requests 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 requests management be instructed to input assistance into DOIS. The union also requests as a remedy all available city letter carriers be paid an amount equivalent to the number of hours worked across craft lines on the day(s) in question at the respective overtime rates.

Management did not meet at the Formal Step A level and 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 in the excerpt on page 7-33 of the Joint Contract Administration Manual (JCAM), which reads in relevant part:

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.

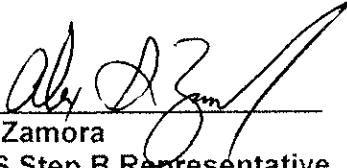
No emergency situation was presented in the case file that would justify allowing rural carriers to deliver city letter carrier mail. All city letter carriers are available to do that work even if the use of proper mandating under Article 8, as described below in relevant part, is utilized:

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.*

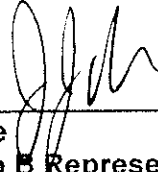
Mandatory Overtime. *One purpose of the Overtime Desired List is to excuse full-time carriers not wishing to work overtime from having to work overtime. Before requiring a non-ODL carrier to work overtime on a non-scheduled day or off his/her own assignment on a regularly scheduled day, management must 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.*

RIO GRANDE DISPUTE RESOLUTION TEAM
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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



Jim Ruetze
NALC Step B Representative

Grievance File Contents:

PS Form 8190
Union Contentions
Rural Work Hour Tracker
Route Carrier Performance Analysis Report
Step B Decisions
USPS Tracking

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