



RESOLVE



STEP B DECISION

Step B Team:	Decision:	RESOLVE
USPS:	USPS Number:	G16N-4G-C 1951 9295
Rose Barner	Grievant:	Jordian Lopez
NALC:	Branch Grievance Number:	421-715-20
Jim Ruetze	Branch:	421
	Installation:	Converse
District:	Delivery Unit:	Main Post Office
Rio Grande	State:	TX
	Incident Date:	01/26/2019 & Ongoing
	Informal Step A Initiated:	06/12/2020
	Formal Step A Meeting:	06/25/2020
	Date Received at Step B:	07/13/2020
	Step B Decision Date:	07/15/2020
	Issue Code:	26.2000
	NALC Subject Code:	100700

ISSUE:

Did management violate Article 26 of the National Agreement (NA) when they failed to provide the grievant with a uniform allowance for 2019 and 2020? If so, what is the appropriate remedy?

DECISION:

The Dispute Resolution Team (DRT) mutually agreed to **RESOLVE** this grievance. The case file evidenced a violation. Within seven (7) days of receipt of this decision, local management will correctly fill out and submit the appropriate forms needed to provide the grievant with full uniform allowances for 2019 and 2020, if not already provided. See the DRT Explanation below.

EXPLANATION:

The grievant in this case is Jordian Lopez, a city carrier assistant (CCA) assigned to the Main Post Office in Converse, Texas with relative standing dating to 09/29/2018. Since beginning employment as a CCA, the grievant did not receive uniform allowances for 2019 or 2020.

The union filed this grievance to protest management's failure to provide the grievant with a uniform allowance in 2019 and 2020. 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 the grievant has a relative standing date of 09/29/2018; 120 days from this date is 01/26/2019, which is when the grievant qualified for a uniform allowance. The union alleges management failed in their obligation to adhere to Article 26 of the National Agreement and as of 06/25/2020 the grievant has not received a uniform allowance for 2019 or 2020. The union contends management failed to complete the required Letter of Authorization and provide it to the grievant within 14 days of the eligibility date. The union contends this is a continuing violation of the National Agreement. The union contends there is no language in the contract concerning the grievant forfeiting the right to a uniform allowance should management fail to provide it.

The union requests management cease and desist from violating Articles 3 and 26 of the National Agreement and that management adhere to Step 4 Decision M-01822 and create a uniform

allowance log. The union requests a conference call between Postmaster Colon, Step B, local union steward Adam Reyna and the current MPOO to ensure that a uniform allowance in some form is provided to the grievant for 2019 and 2020. Further, the union requests an additional \$50 make-whole monetary remedy via GATS for management not providing uniforms for the grievant.

Management contend they are waiting for the new supervisor to get a credit card.

The **DRT** determined a violation occurred when management failed to provide the grievant with a uniform allowance. Article 26 states the following in relevant part concerning uniform allowances:

ARTICLE 26 UNIFORMS AND WORK CLOTHES

26.1 Section 1. Uniform Control Committee

All employees who are required to wear uniforms or work clothes shall be furnished uniforms or work clothes or shall be reimbursed for purchases of authorized items from duly licensed vendors.

26.2 Section 2. Annual Allowance

Uniform Allowance. *Each employee required to wear a uniform receives a uniform allowance, increased annually as listed above, and credited on the employee's uniform allowance anniversary date (ELM Section 935.11). The credit may then be spent at approved uniform vendors who sell approved uniform items. Full- and part-time letter carriers who work at least four hours per day performing letter carrier duties are eligible for the allowance. Newly eligible career employees receive an additional credit as listed above. A CCA converted to career status will receive the additional credit upon their first anniversary date after being converted.*

26.3 Section 3. City Carrier Assistant (CCA)

When the CCA has completed ninety (90) work days, or has been employed for 120 calendar days, whichever comes first, the CCA will be provided with an annual uniform allowance equal to the amount provided to career employees in Section 2.A. Time served as a Transitional Employee will count toward the 90/120 day requirement.

The uniform purchases are reimbursed by the Postal Service directly to the vendor. Uniforms will be returned by CCAs separated and not reappointed. [see Memo, page 212]

City Carrier Assistant Employee Uniforms. *Uniform issues for CCAs are addressed by the parties' joint Questions and Answers 2011 USPS/NALC National Agreement, dated March 6, 2014. The complete joint Q&As are found on JCAM pages 7-20 through 7-30.*

Article 26 requires that the allotment be paid. The grievant in this case was eligible to receive a uniform allotment but did not. There is no language in the contract concerning the grievant forfeiting the right to this allotment should management fail to provide it. The language concerning the forfeiture of the allotment is shown in the CCA Questions and Answers, which includes the following:

53. If a CCA does not use the full allowance before his/her appointment ends, does the allowance carry-over into the next appointment when the appointment begins before the next uniform anniversary date?

Yes, however, the CCA cannot purchase uniform items during his/her five calendar day break between appointments. If the full annual uniform allowance is not used before the next anniversary date, the remaining balance for that year is forfeited.

This provision concerns the grievant failing to utilize his allotment once it has been provided. That did not happen in this case. Steps to pay allotments are outlined in the CCA Q&As, which state the following in relevant part:

47. When does a CCA become eligible for a uniform allowance?

Upon completion of 90 work days or 120 calendar days of employment as a CCA, whichever comes first. CCAs who have previously satisfied the 90/120 day requirement as a transitional employee (with an appointment made after September 29, 2007), become eligible for a uniform allowance when they begin their first CCA appointment.

48. What defines the anniversary date for the purpose of annual uniform allowance eligibility for a CCA?

The calendar date the CCA initially becomes eligible for a uniform allowance.

49. How is the uniform anniversary date determined for a CCA who is converted to career status?

The employee retains the same anniversary date held as a CCA.

50. How is a uniform allowance provided to a CCA?

When a CCA becomes eligible for a uniform allowance, funds must be approved through an eBuy submission by local management. After approval, a Letter of Authorization form must be completed and provided to the employee within 14 days of the eligibility date. The CCA takes the completed form to a USPS authorized vendor to purchase uniform items. The Letter of Authorization can be located on the Uniform Program website on the Blue Page under Labor Relations.

Based on the information contained in the file, the DRT agreed to the decision and remedy shown on page one of this decision.



Rose Barner
USPS Step B Representative



Jim Fuetze
NALC Step B Representative

cc:

Area Manager of Labor Relations, Southern Area
Postmaster
NALC NBA, Region 10
District Manager, Rio Grande District
Manager, Human Resources, Rio Grande District

NALC Branch President
USPS Formal A Luis Colon
NALC Formal A Adam Reyna
DRT File
Manager, Labor Relations, Rio Grande District

Grievance File Contents:

PS Form 8190
Union Contentions
Interview with Supervisor Vicenty
Interview with Postmaster
Employee/Job Details Report
Excerpt Step 4, M-01833
Request for Information

Informal Step A Meeting
Request Formal A Meeting
Time Limit Extension
Email Exchange Gould to Reyna
Memorandum of Record – Reyna
Steward Designation Letter