



**STEP B DECISION**

Step B Team:	Decision:	<b>RESOLVE</b>
USPS:	USPS Number:	<b>G11N-4G-C 1738 4403</b>
<b>Alex Zamora</b>	Grievant:	<b>Maria Suarez</b>
NALC:	Branch Grievance Number:	<b>421-128-17</b>
<b>Karrie Kimbrell</b>	Branch:	<b>421</b>
	Installation:	<b>San Marcos</b>
District:	Delivery Unit:	<b>MPO</b>
<b>Rio Grande</b>	State:	<b>TX</b>
	Incident Date:	<b>12/31/2016</b>
	Informal Step A Initiated:	<b>02/01/2017</b>
	Formal Step A Meeting:	<b>03/01/2017</b>
	Date Received at Step B:	<b>03/03/2017</b>
Formal Step A Reps:	Step B Decision Date:	<b>03/30/2017</b>
USPS: <b>Michelle Soliz</b>	Issue Code:	<b>10.3000</b>
NALC: <b>Edward Quinonez</b>	NALC Subject Code:	<b>100023</b>

**ISSUE:**

Did management violate Articles 3, 5, 10, 19 and 34 of the JCAM, ELM 444.22, ELM 511.2 and the LMOU Article 10, Section 10 by allowing another FTR carrier to return to work as a result of insufficient AL balance to cover a choice vacation? 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 follow the applicable rules outlined concerning annual leave reversions and approvals. See DRT explanation.

**EXPLANATION:**

On November 18, 2016, the grievant tried to revert her annual leave from December 4-17, 2016, because she had run out of annual. She informed management she only needed off on December 10, 2016. Management told the grievant she could not do that because it was her second choice, and she needed to revert all of it or none of it. Another carrier had a similar situation a couple of weeks later and was allowed to revert part of his leave and return to work.

**The union** contends the grievant was treated disparately when another carrier was allowed to revert part of his annual leave selection but the grievant was not allowed to do so. The grievant was forced to stay off work and be charged with LWOP instead of allowing her to return to work and be paid. The grievant is not grieving that LWOP was used. She is grieving the fact that another FTR carrier was unilaterally allowed to return to work after being notified of an insufficient annual leave balance.

The union requests as remedy that management cease and desist violating the stated provisions and that the grievant be issued three days of Administrative Leave for the dates of December 7-9, 2016. The union also requests that for one full year all city carriers have the choice of picking and choosing to either take or revert choice vacation dates, full weeks or single dates, as they see fit so as to be equitable and fair for the violation by management.

**Management** contends maintaining leave is the responsibility of the employee. The employee should have known she did not have enough AL. Supervisor Snyder advised Carrier Cain because both carriers would be out at the same time.

The DRT was able to determine a violation had taken place in this case. A copy of the LMOU excerpt relied upon was included in the file and states the following in relevant part:

*Section 10*

*A. Previously chosen vacation schedules shall be re-posted in the affected station, branch, or associate office on the Bulletin Board, as soon as vacated. New openings resulting from vacated periods or from loss of vacation period due to the lack of annual leave to cover the entire period shall be posted for one week or as they become available. Scheduled leave can be vacated only if submitted in writing fourteen (14) days or more in advance of the beginning of the scheduled annual leave. The fact that a letter carrier bids to another unit and retains his/her assigned choice vacation does not constitute a vacation period vacancy at his/her previous station, branch, or merged post office.*

In this case, the grievant did submit a reversion of leave to management prior to 14 days before the leave was to begin. This reversion was denied by management claiming only full weeks could be reverted rather than portions of the week. There is no language provided by management that states only a portion of the leave week may be reverted. To the contrary, the LMOU language makes no such determination. The grievant was forced to stay off work and be charged LWOP.

Carrier Cain was allowed to return to work even though he never reverted his leave. He was told he could report to work only a few days prior to the date in which he would run out of AL. That leave was not posted for other carriers to bid on. Both carrier situations are violations of the LMOU language above.

The union stated the grievant wanted the grievance filed, not because she had used LWOP, but because Carrier Cain was allowed to return to work when he should have been off on leave. As a remedy, the union requested that carriers in the unit have the choice of picking and choosing to either take or revert choice vacation dates, full weeks or single dates, as they see fit. Carriers are already allowed to do this as long as it is done so fourteen days or more prior to the scheduled leave.

The LMOU language does not prohibit carriers from reverting leave in full weeks or single dates. Management was incorrect in not allowing single dates to be reverted. The request for Administrative Leave was not agreed upon at this time. Management is cautioned that future violations of this provision may result in additional remedy.



Alex Zamora  
USPS Step B Representative



Karrie Kimbrell  
NALC Step B Representative

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**Grievance File Contents:**

PS Form 8190	Weekly Schedule (5 pgs)
Table of Contents	Employee Everything Report (2 pgs)
Time Limit Extension (3 pgs)	Horus Analysis Report (4 pgs)
Informal Step A Request	Overtime Alert Report
Union Contentions (4 pgs)	Employee Moves Report
Grievant Statement (2 pgs)	Interview Notes (3 pgs)
Leave Reversion Notice	LMOU Language
PS Form 3971	

cc: **Area Manager of Labor Relations, Southern Area**  
**NALC NBA, Region 10**  
**District Manager, Rio Grande District**  
**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**