

DALLAS DISTRICT DISPUTE RESOLUTION TEAM

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RESOLVED



STEP B DECISION

Step B Team: Kimetra Lewis
James Chandler

District: Rio Grande
Deciding District: Dallas

Formal Step A Parties
NALC: Richard Gould
USPS: Sherry DeGraaf

Decision: RESOLVE
USPS Number: G11N-4G-C 16033373
Grievant: Class Action
Branch Grievance Number: 421-811-15
Branch Number: 421
Installation: Schertz
Delivery Unit: MPO
State: Texas
Incident Date: 11/07/2015
Date Informal Step A Initiated: 11/18/2015
Formal Step A Meeting Date: 12/01/2015
Date Received at Step B: 12/08/2015
Step B Decision Date: 12/08/2015
USPS Issue Code: 05.0000
NALC Issue Code: 508099
Original Step B Received Date:
Date Sent To Assisting Team:

ISSUE: Did Management violate Articles 3, 5, 15, 8 and 10 of the National Agreement by discontinuing the “No Lunch” policy? If so, what is the appropriate remedy?

DECISION: The Dispute Resolution Team has agreed to **RESOLVE** this grievance. Upon receipt of this decision, Management will reinstate the “No Lunch” policy.

EXPLANATION: The Union contends that on or around November 4, 2015, Management notified certain employees that the only time an employee can take a “no lunch” was if the employee was not going to incur any overtime. On November 7, 2015 Management at the Schertz Installation gave a stand-up talk and further changed the policy by stating that carriers would no longer be allowed to take a “no lunch”.

The Union contends Management unilaterally changed a long standing policy. The Union contends Management’s actions are in violation of Article 5 of the National Agreement since the practice of the “no lunch” policy began as far back as 1982. The Union conducted interviews with several carriers at the station to support their position. Management provided no written contentions in support of their decision to discontinue the “no lunch” policy.

The DRT reviewed the evidence presented within the grievance file and determined that a violation occurred with the discontinuation of the past practice of allowing employees to

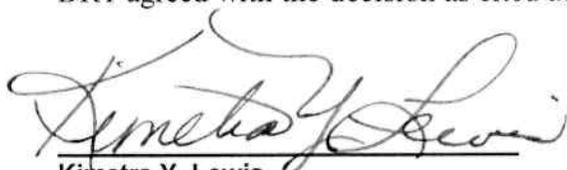
utilized the “no lunch” policy. Relevant contractual language found on page 5-4 of the JCAM states the following:

Changing Past Practices that Implement Separate Conditions of Employment. If the Postal Service seeks to change or terminate a binding past practice implementing conditions of employment concerning areas where the contract is silent, Article 5 prohibits it from doing so unilaterally without providing the union appropriate notice. Prior to making such a change unilaterally, the Postal Service must provide notice to the union and engage in good faith bargaining over the impact on the bargaining unit. If the parties are unable to agree, the union may grieve the change.

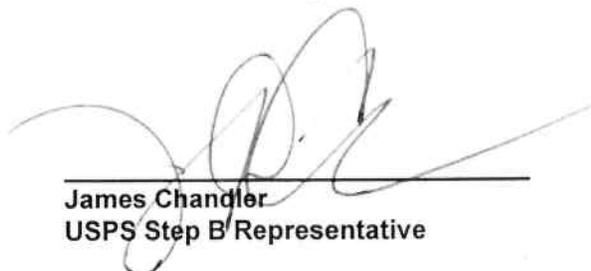
Management changes in such “silent” contracts are generally not considered violations if 1) the company changes owners or bargaining unit, 2) the nature of the business changes, or 3) the practice is no longer efficient or economical. The first of these has rarely arisen in Postal Service cases involving its numerous bargaining units.

A change in local union leadership or the arrival of a new postmaster or supervisor is not, in itself, sufficient justification to change or terminate a binding past practice, as noted in the previous paragraph.

Management did not show or contend that the provisions of Article 5 had been met prior to unilaterally changing a past practice. Based on the evidence within the grievance file, the DRT agreed with the decision as cited above.



Kimetra Y. Lewis
NALC Step B Representative



James Chandler
USPS Step B Representative

cc: Rio Grande District

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