

DISPUTE RESOLUTION TEAM
Houston District – Associate Offices
4665 Kendrick Plaza Drive #212
Houston, TX 77032-9998
PHONE: 713-570-1401



RESOLVE



STEP B DECISION

Step B Team:

USPS:
Vanessa L Johnson
NALC:
James D Kimbrell

Grieving District:
Rio Grande
Deciding District:
Houston

Decision:
USPS Number:
Grievant:
Branch Grievance Number:
Branch:
Installation:
Delivery Unit:
State:
Incident Date:
Informal Step A Meeting:
Formal Step A Meeting:
Original Step B Received Date:
Sent to Assisting Team:
Received by Assisting Team:
Step B Decision Date:
Issue Code:
NALC Subject Code:

RESOLVE
G11N-4G-C 16272082
Class Action
421-040-16
421
San Antonio
NECA
Texas
01/18/2016
01/30/2016
No Meeting
05/02/2016
03/17/2021
03/22/2021
04/22/2021
11.6300
506002

ISSUE:

Did management violate Articles 11 and/or 30 of the National Agreement by scheduling CCA carriers to work the MLK Day Holiday on January 18, 2016, without polling for or accepting volunteer regular carriers in accordance with the LMOU provisions? If so, what should the appropriate remedy be?

DECISION:

The Dispute Resolution Team (DRT) mutually agreed to RESOLVE this grievance finding a violation occurred. The case file contained a holiday poll for January 18, 2016, in which one full-time regular carrier checked yes, indicating their desire to work the holiday. The case file contained sufficient evidence this carrier, listed below, could have been scheduled to work the MLK Day Holiday. For the violation the below listed carrier will be compensated a lump sum of \$216.00. See DRT Explanation.

Name	EIN
J. Kelly	02328172

EXPLANATION:

The union initiated the instant grievance alleging management violated the National Agreement when scheduling only City Carrier Assistant (CCA) employees to perform work in the city carrier craft on the MLK Day Holiday which fell on Monday, January 18, 2016. Unable to achieve a resolution through the Informal and Formal A steps of the grievance procedure, the union appealed to Step B.

The union at Formal A contended management violated Article 11.6 of the National Agreement when they failed to poll and schedule full-time regular carriers who volunteered to work on Monday, January 18, 2016; the actual MLK Day Holiday. Management further violated Article 11 by only scheduling and working CCAs instead of full-time regular carriers

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who volunteered to work their holiday. Three CCAs performed a total of 19.16 hours of work in the city carrier craft on January 18, 2016. Management failed to meet at Formal Step A.

The union requests management cease and desist refusing to poll full-time regular carriers for holidays. The three senior full-time regular carriers who were not afforded an opportunity to work the holiday be compensated at the appropriate rate for the missed opportunity.

Management at Formal A was silent. The case file, as received at Step B, did not contain any management contentions or supporting documentation.

The DRT reviewed the case file in its entirety and agreed a violation had been evidenced. The case file contained a holiday poll indicating it was for MLK Day, January 18, 2016, and one full-time regular carriers checked yes indicating their desire to work the holiday. Clock rings in the case file indicate CCAs performed a total of 19.16 hours work in the city carrier craft on January 18, 2016; therefore, there were enough hours available to provide eight hours work to the one full-time regular carrier whom volunteered. The JCAM provides the following in relevant part on page 8-25 from Article 8.8.B:

***Pay Guarantee For Full-Time Employee on Non-Scheduled Day.** A full-time regular or full-time flexible employee called in on a nonscheduled day is guaranteed 8 hours of work (or pay in lieu thereof). This guarantee also applies on a holiday or designated holiday.*

The issue presented in the instant grievance deals with whether the holiday schedule pecking order is applicable to the assignment of personnel to complete parcel delivery on holidays in installations that have Sunday parcel delivery. This issue has been a national interpretive issue and grievances such as the instant grievance have been on HOLD pending the outcome of national interpretive case Q11N-4Q-14270600.

On January 22, 2021, the parties at the national level resolved the interpretive issue as follows in relevant part from M-01937:

The Employer determines the number and categories of employees needed for holiday work. In instances where there are eight or more hours of work available, the normal holiday pecking order is used to schedule employees to work on a holiday.

In instances where the holiday pecking order applies and a parcel delivery hub and spoke model is utilized, employees of the installation where the carriers report and from where delivery originates on the holiday or designated holiday will be scheduled pursuant to the holiday pecking order, and existing local memorandum of understanding (LMOU) provisions regarding the holiday pecking order in that installation will apply. This does not preclude the scheduling of CCAs from other Post Offices consistent with existing contractual provisions.

This agreement does not alter existing local memorandum of understanding provisions regarding the holiday pecking order of holiday scheduling in any installation.

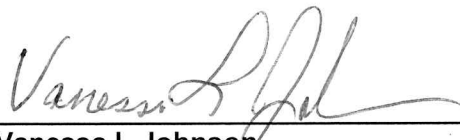
The default pecking order for holiday work is found on page 11-3 of the JCAM which states the following in relevant part:

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In the absence of LMOU provisions or a past practice concerning holiday assignments, the following minimum pecking order should be followed:

- 1) All part-time flexible employees to the maximum extent possible, even if the payment of overtime is required.*
- 2) All full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have volunteered to work on their holiday or their designated holiday—by seniority.*
- 3) City carrier assistant employees.*

Based on its review of the case file, the DRT mutually agreed to the decision and remedy above.



Vanessa L Johnson
USPS Step B Representative



James D Kimbrell
NALC Step B Representative

cc: NBA Javier Bernal, Rio Grande DRT, File

Grievance File Contents

PS Form 8190
Formal A Meeting Request
Carrier Schedule (2 pgs)
Clock Rings (3 pgs)
Table of Contents

Step B Hold Decision (2 pgs)
Time Limit Extensions (3 pgs)
Holiday Poll
Step B Resolve (3 pgs)

Union Contentions (4 pgs)
Union Information Request
Overtime Alert Report (3 pgs)
Seniority Listing

Payout Request History for Grievance 16272082

[HELP](#)

no data

<p><u>Not Processed By Payroll</u></p> <p><input checked="" type="checkbox"/> New (Not yet sent to Payroll)</p> <p><input checked="" type="checkbox"/> Pending (Not back from Payroll)</p> <p><input checked="" type="checkbox"/> Submitted (Received acknowledgment from Payroll, awaiting processing)</p>	<p><u>Payroll Processed</u></p> <p><input checked="" type="checkbox"/> Paid (Back from Payroll without error)</p> <p><input checked="" type="checkbox"/> Payroll Error (Back from Payroll with error)</p>
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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	\$216.00	KELLY	JOSEPH	4041	PP2 FY2016	KS9RJ0	04/22/2021	<input type="button" value="Details"/>
Total New: \$216.00										
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											