

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



# RESOLVE



## STEP B DECISION

<b>Step B Team:</b>	Decision:	<b>RESOLVE</b>
USPS:	USPS Number:	<b>G11N-4G-C 15024549</b>
<b>Vanessa L Johnson</b>	Grievant:	<b>Class Action</b>
NALC:	Branch Grievance Number:	<b>421-855-14</b>
<b>James D Kimbrell</b>	Branch:	<b>421</b>
	Installation:	<b>San Antonio</b>
Grieving District:	Delivery Unit:	<b>NECA</b>
<b>Rio Grande</b>	State:	<b>Texas</b>
Deciding District:	Incident Date:	<b>10/13/2014</b>
<b>Houston</b>	Informal Step A Meeting:	<b>11/08/2014</b>
	Formal Step A Meeting:	<b>12/03/2014</b>
	Original Step B Received Date:	<b>12/16/2014</b>
	Sent to Assisting Team:	<b>03/17/2021</b>
	Received by Assisting Team:	<b>03/22/2021</b>
	Step B Decision Date:	<b>04/22/2021</b>
	Issue Code:	<b>11.6300</b>
	NALC Subject Code:	<b>506002</b>

### ISSUE:

Did management violate Article 11.6 of the National Agreement when they failed to poll and schedule regular full-time carrier volunteers for the Columbus Day Holiday according to the pecking order? If so, what should the appropriate remedy be?

Did management violate Article 11 of the National Agreement when they worked City Carrier Assistant (CCA) employees instead of full-time regular volunteers on the Columbus Day Holiday? If so, what should the appropriate remedy be?

### DECISION:

The Dispute Resolution Team (DRT) mutually agreed to **RESOLVE** this grievance. The case file, as received at Step B, did not evidence a violation of the National Agreement. However, in the event a full-time regular carrier has volunteered to work on an actual holiday they shall be provided the opportunity before a CCA provided there are eight hours of work available as per M-01937. See the **DRT** Explanation.

### 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 Columbus Day Holiday which fell on Monday, October 13, 2014. 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 polled full-time regular carriers for the designated holiday and not the actual Columbus Day Holiday which fell on Monday, October 13, 2014. Management worked one CCA in lieu of full-time regular carriers who may have volunteered.

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The union requests management cease and desist failing to poll and post the holiday schedule no later than Tuesday of the service week preceding the holiday. Also, the senior full-time regular carrier be paid eight hours for the missed opportunity.

**Management at Formal A contended** there was not going to be eight hours of work available on the holiday. It is management's right and decision to determine who will work. The work on October 13, 2014, was to deliver Amazon parcels utilizing the Dynamic Routing Tool. The union argued one full-time regular should have been brought in to perform work on the holiday but couldn't substantiate their argument other than by saying it "could have been done." The union did not bring up any other arguments, so no others should be considered.

**The DRT** reviewed the case file in its entirety and determined a violation was not evidenced. Available reports in the case file indicate one CCA worked a total of 6.02 hours on the actual Columbus Day Holiday. Therefore, the DRT agreed the file did not evidence there were eight hours work available for any full-time regular carrier on the day of incident.

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:

*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.*

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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**

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