

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:	Decision:	RESOLVE
USPS:	USPS Number:	G11N-4G-C 16398061
Vanessa L Johnson	Grievant:	Class Action
NALC:	Branch Grievance Number:	421-178-16
James D Kimbrell	Branch:	421
	Installation:	San Antonio
Grieving District:	Delivery Unit:	Cedar Elm
Rio Grande	State:	Texas
Deciding District:	Incident Date:	02/15/2016
Houston	Informal Step A Meeting:	02/26/2016
	Formal Step A Meeting:	05/18/2016
	Original Step B Received Date:	05/23/2016
	Sent to Assisting Team:	03/17/2021
	Received by Assisting Team:	03/22/2021
	Step B Decision Date:	04/19/2021
	Issue Code:	11.6300
	NALC Subject Code:	506002

ISSUE:

Did management violate Articles 11 and/or 30 of the National Agreement by scheduling CCA carriers to work the Presidents Day Holiday on February 15, 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 February 15, 2016, in which three full-time regular carriers checked yes, indicating their desire to work the holiday. The case file contained sufficient evidence these three carriers, listed below, could have been scheduled to work the Presidents Day Holiday. For the violation the below listed carriers will be compensated lump sums of \$216.00 each. See **DRT** Explanation.

Name	EIN
K. Cutrona	01992358
C. Guerra	02233338
J. Guzman	03663478

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 Presidents Day Holiday which fell on Monday, February 15, 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

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work on Monday, February 15, 2016; the actual Presidents Day Holiday. Management further violated Article 11 by only scheduling and working CCAs instead of full-time regular carriers who volunteered to work their holiday. The nine CCAs were told to come in and work on the holiday a couple days prior to actual holiday and performed a total of 72.48 hours of work in the city carrier craft on February 15, 2016.

The union requests management cease and desist refusing to poll full-time regular carriers for holidays. All full-time regular carriers who volunteered be compensated at the appropriate rate for the missed opportunity. Lastly, the CCAs whom were improperly mandated to work the holiday be paid an additional fifty percent for all hours worked on February 15, 2016.

Management at Formal A contend it did not violate the contract. The Holiday poll did take place and the schedule was posted. The need to work the regular workforce on Monday, February 15, 2016, is not cost effective and not a sound business decision. Routes created are not 8-hours in length and cannot be combined, mixed, and/or altered for the sake of bringing in a costlier workforce. Management has the “sole right” to determine the methods and the means to select the personnel to deliver the Amazon parcels. The union went so far as to sign a memorandum with management stating we will use the CCA workforce to deliver parcels on Sundays. The same program is being used on holidays, not days before the holidays. The Amazon parcels are the only item being worked and delivered by the CCA’s on Sundays and holidays; the actual day of the holiday.

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 Presidents Day, February 15, 2016, and three 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 72.48 hours work in the city carrier craft on February 15, 2016; therefore, there were enough hours available to provide eight hours work to the three full-time regular carriers 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

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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.

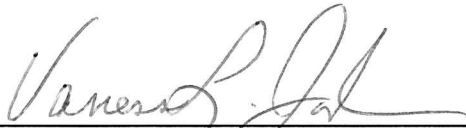
This agreement does not alter existing local memorandum of understanding provisions regarding the holiday pecking order of holiday scheduling in any installation.

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.*
- 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.*

The DRT could not agree to the additional monetary request made by the union. Therefore, 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

Management Contentions (5 pgs)

Seniority Listing (2 pgs)

NALC LMOU Impasse Item (2 pgs)

Formal A Meeting Request

Steward Distribution Request

Step B Hold Decision (2 pgs)

Carrier Schedule

Holiday Poll for 2/15/16

Clock Rings (15 pgs)

Time Limit Extension

Union Contentions (5 pgs)

Carrier Statements (9 pgs)

LMOU Impasse Settlements (5 pgs)

Step B Resolves (6 pgs)

Union Information Request

Payout Request History for Grievance 16398061

[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	CUTRONA	KEVIN	9231	PP4 FY2016	KS9RJ0	04/22/2021	<input type="button" value="Details"/>
New		2	\$216.00	GUERRA	CESAR	0542	PP4 FY2016	KS9RJ0	04/22/2021	<input type="button" value="Details"/>
New		2	\$216.00	GUZMAN	JUAN	1835	PP4 FY2016	KS9RJ0	04/22/2021	<input type="button" value="Details"/>
Total New: \$648.00										
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											