



STEP B DECISION

Step B Team:	Decision:	<u>RESOLVE</u>
USPS:	USPS Number:	G19N-4G-C 2212 6386
Richard Ketchum	Grievant:	Class
NALC:	Branch Grievance Number:	421-0106-22
Jose Portales	Branch:	421
	Installation:	Boerne
Dispute Resolution Team:	Delivery Unit:	Boerne Annex
Rio Grande	State:	TX
District:	Incident Date:	01/15-21/2022
Texas 3	Informal Step A Meeting:	01/27/2022
	Formal Step A Meeting:	02/09/2022
	Received at Step B:	02/16/2022
	Step B Decision Date:	03/10/2022
	Issue Code:	07.2260
	NALC Subject Code:	100882

ISSUE:

Did management violate Article 7, Section 2 of the National Agreement by assigning letter carrier work to rural carrier associates (RCAs)? If so, what is the remedy?

Did management violate Article 15.3.A of the National Agreement and Postal Policy Letter M-01517 when they failed to comply with prior Step B decisions? If so, what is the remedy?

DECISION:

The Dispute Resolution Team (DRT) mutually agreed to **RESOLVE** this grievance. The case file evidenced a violation of Articles 7 and 15.3.A of the National Agreement. The letter carriers in the table below are compensated in the amounts by their names. Management in Kerrville must comply with Article 7.2 when making cross-craft assignments RCAs may not be assigned to work on city delivery assignments outside of an emergency as defined in Article 3.F of the National Agreement. Management must comply with all settlement agreements. The lump sum payments have processed at Step B via GATS entry. See the DRT Explanation below.

Employee	EIN	OT Hrs	POT Hrs	Total
Mathews, A.	03081749	1.05	2.07	\$168.59
Garcia, H.	03606645	0.60	2.33	\$164.02
Garcia, G.	04724408	0.37	1.83	\$124.34
Kennedy, R.	03666218	0.78		\$34.52
Hanakam Obrien, J.	04531634	1.04	0.86	\$96.76

RIO GRANDE DISPUTE RESOLUTION TEAM
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Turnbull, J.	04400847	2.36	2.06	\$225.97
Popiel, T.	04503604	1.73	2.40	\$218.15
Spitz, Z.	06158833	0.46	1.12	\$86.44

EXPLANATION:

During the week of January 15-21, 2022, management at the Main Post Office (MPO) in Kerrville, Texas assigned RCAs to perform city letter carrier duties.

The union filed this grievance to protest the assignment of that work to employees outside the letter carrier craft. Unable to resolve the dispute through the Informal and Formal A steps of the grievance procedure, the union appealed to Step B.

The union contends management instructed RCAs to perform city letter carrier duties during the week of January 15-21, 2022. The PS Form 1234s shows the RCAs working on city routes. Management failed to work all the available city carriers prior to making the decision to cross-crafts.

The union requests management cease and desist violating Article 7 of the National Agreement. The union also requests the listed letter carriers be made whole for the time they should have worked or whatever the Step B team deems appropriate.

Management met at Formal Step A but did not provide contentions.

The DRT reviewed the case file and determined it was a violation of Article 7.2 to assign city letter carrier work to the RCAs during the week in question. The team agreed outside of an emergency as defined in Article 3.F, management must assign city carrier work to city carriers, irrespective of classification or ODL status, before assigning such work to rural letter carriers. The provisions in the National Agreement concerning crossing crafts are found in Article 7.2. Pages 7-14 through 7-16 in the JCAM provides the following concerning assigning city carrier work to employees outside the city carrier craft:

7.2.B. In the event of insufficient work on any particular day or days in a full-time or part-time employee's own scheduled assignment, management may assign the employee to any available work in the same wage level for which the employee is qualified, consistent with the employee's knowledge and experience, in order to maintain the number of work hours of the employee's basic work schedule.

7.2.C. During exceptionally heavy workload periods for one occupational group, employees in an occupational group experiencing a light workload period may be assigned to work in the same wage level, commensurate with their capabilities, to the heavy workload area for such time as management determines necessary. [see Memo, page 155]

Cross-Craft Assignments. Article 7, Sections 2.B and 2.C set forth two situations in which management may require career employees to perform

work in another craft. This may involve a carrier working in another craft or an employee from another craft performing carrier work.

Insufficient Work. Under Article 7.2.B, management may require an employee to work in another craft at the same wage level due to insufficient work in his or her own craft. This may affect a full-time employee or a part-time regular employee for whom there is “insufficient work” on a particular day to maintain his or her weekly schedule as guaranteed under Article 8.1. Or it may apply to any employee working under the call-in guarantees of Article 8.8—i.e., a regular called in on a nonscheduled day, or a PTF employee called in on any day. This section permits management to avoid having to pay employees for not working.

Exceptional Workload Imbalance. Article 7.2.C provides that under conditions of exceptionally heavy workload in one craft or occupational group and light workload in another, any employee may be assigned to perform other-craft work in the same wage level.

Limits on Management’s Discretion to Make Cross-craft Assignments. A national level arbitration award has established that management may not assign employees across crafts except in the restrictive circumstances defined in the National Agreement (National Arbitrator Richard Bloch, A8- W-0656, April 7, 1982, C-04560). This decision is controlling although it is an APWU arbitration case; it was decided under the joint NALC/APWU-USPS 1981 National Agreement and the language of Article 7.2.B & C has not changed since then. Arbitrator Bloch interpreted Article 7.2.B & C as follows (pages 6-7 of the award):

Taken together, these provisions support the inference that Management’s right to cross craft lines is substantially limited. The exceptions to the requirement of observing the boundaries arise in situations that are not only unusual but also reasonably unforeseeable. There is no reason to find that the parties intended to give Management discretion to schedule across craft lines merely to maximize efficient personnel usage; this is not what the parties have bargained. That an assignment across craft lines might enable Management to avoid overtime in another group for example, is not, by itself, a contractually sound reason. It must be shown either that there was “insufficient work” for the classification or, alternatively, that work was “exceptionally heavy” in one occupational group and light, as well, in another.

Inherent in these two provisions, as indicated above, is the assumption that the qualifying conditions are reasonably unforeseeable or somehow unavoidable. To be sure, Management retains the right to schedule tasks to suit its need on a given day. But the right to do this may not fairly be equated with the opportunity to, in essence, create “insufficient” work through intentionally inadequate staffing. To so hold

would be to allow Management to effectively cross craft lines at will merely by scheduling work so as to create the triggering provisions of Subsections B and C. This would be an abuse of the reasonable intent of this language, which exists not to provide means by which the separation of crafts may be routinely ignored but rather to provide the employer with certain limited flexibility in the fact of pressing circumstances....

Remedy For Violations. As a general proposition, in those circumstances in which a clear contractual violation is evidenced by the fact circumstances involving the crossing of crafts pursuant to Article 7.2.B & C, a “make whole” remedy involving the payment at the appropriate rate for the work missed to the available, qualified employee who had a contractual right to the work would be appropriate. [Emphasis Added]

Rural Carriers Excluded. Paragraph A of this Memorandum of Understanding (National Agreement page 155) provides that the crossing craft provisions of Article 7.2 (among other provisions) apply **only** to the crafts covered by the 1978 National Agreement—i.e., letter carrier, clerk, motor vehicle, maintenance and mail handler. So crosscraft assignments may be made between the carrier craft and these other crafts, in either direction, in accordance with Article 7.2. However, rural letter carriers are not included. So **crosscraft assignments to and from the rural carrier craft** may not be made under Article 7.2. They **may be made only in “emergency situations”** as explained below. [Emphasis Added]

Crossing Crafts in “Emergency” Situations. In addition to its Article 7 rights, management has the right to work carriers across crafts in an “emergency” situation as defined in Article 3, Management Rights. Article 3.F states that management has the right:

3.F. To take whatever actions may be necessary to carry out its mission in emergency situations, i.e., an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

This provision gives management a very limited right to make crosscraft assignments. **Management’s desire to avoid additional expenses such as penalty overtime does not constitute an emergency.** [Emphasis Added]

The DRT agreed management violated Article 15.3.A of the National Agreement when they failed to abide by the prior Step B decisions. Management must comply with all settlement agreements. Page 15-10 of the JCAM provides the following relevant language concerning compliance with grievance settlements

15.3.A. *The parties expect that good faith observance, by their respective representatives, of the principles and procedures set forth above will result in resolution of substantially all grievances initiated hereunder at the lowest*

possible step and recognize their obligation to achieve that end. At each step of the process the parties are required to jointly review the Joint Contract Administration Manual (JCAM). (Emphasis Added)


Postal Policy Letter M-01517 states, in pertinent part:

“...settlements reached in any stage of the grievance/arbitration procedure are final and binding, I want to reiterate our policy on this subject...Compliance with arbitration awards and grievance settlements is not optional.” [Emphasis Added]

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



Richard Ketchum
USPS Step B Representative



Jose Portales
NALC Step B Representative

cc:
LR Manager, Southern Area
District HR Manager
District LR Manager
USPS Formal A: J. Breedlove
NALC Formal A: G. Garcia

NALC Region 10 NBA
NALC Branch President
District Manager
Postmaster
DRT File

Grievance File Contents
PS Form 8190
Request for Information
Request to Meet at Formal Step A
Request for Steward Time
Weekly Schedule
Employee Everything Report (25 pgs)

Union's Contentions (6 pgs)
Request to Meet at Informal Step A
Time Limit Extension
Step B Decisions (3 pgs)
PS Form 1234s (6 pgs)

Payout Request History for Grievance
22126386

[HELP](#)

<p>Not Processed By Payroll</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>Payroll Processed</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>
<p>< Back</p>	<p>Show History</p>

New, Pending and Submitted Requests

Status	GATS Code	App Seq	Request Amount	Last Name	First Name	SSN	Relevant PP	Requested By	Date Requested	Buttons		
New		1	\$34.52	KENNEDY	RENEE	7519	PP3 FY2022	VY5GH0	03/10/2022	Details	Delete	Edit
New		1	\$86.44	SPITZ	ZACHARY	0957	PP3 FY2022	VY5GH0	03/10/2022	Details	Delete	Edit
New		1	\$96.76	HANAKAM OBRIEN	JOANNE	1982	PP3 FY2022	VY5GH0	03/10/2022	Details	Delete	Edit
New		1	\$124.34	GARCIA	GERARDO	3446	PP3 FY2022	VY5GH0	03/10/2022	Details	Delete	Edit
New		1	\$164.02	GARCIA	HUMBERTO	9662	PP3 FY2022	VY5GH0	03/10/2022	Details	Delete	Edit
New		1	\$168.59	MATHEWS	ARTHUR	3515	PP3 FY2022	VY5GH0	03/10/2022	Details	Delete	Edit
New		1	\$218.15	POPIEL	TRAVIS	7918	PP3 FY2022	VY5GH0	03/10/2022	Details	Delete	Edit
New		1	\$225.97	TURNBULL	JACKIE	0228	PP3 FY2022	VY5GH0	03/10/2022	Details	Delete	Edit
Total New: \$1,118.79												
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	Buttons
No Data												
Total Paid: \$0.00												
Total Error: \$0.00												