

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/Texas 3
Deciding District:
Houston AO/Texas 2

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
4G19N-4G-C 22191325
Class Action
421-0498-22
421
Boerne
Boerne Annex
Texas
03/19/2022 – 03/25/2022
03/29/2022
No Meeting
04/13/2022
05/20/2022
05/24/2022
05/25/2022
07.2260
100882

ISSUE:

Did management violate Article 7.2 of the National Agreement by using rural carriers to perform work in the city carrier craft? If so, what should the appropriate remedy be?

DECISION:

The Dispute Resolution Team (DRT) mutually agreed to **RESOLVE** this grievance. The case file evidenced a violation when rural carriers were utilized in the city carrier craft. Management will comply with the provisions set forth in Article 7.2.A regarding rural carriers working in the city letter carrier craft. The DRT agreed the below listed carriers will receive lump sum payments at the applicable rates. Payment will be made at the Step B level. No further action is necessary. See DRT Explanation.

Name	EIN	Amount
A. Mathews	03081749	\$111.22
H. Garcia	03606645	\$172.72
R. Kennedy	03666218	\$119.03
J. Turnbull	04400847	\$247.95
J. Hanakam Obrien	04531634	\$207.09
G. Garcia	04724408	\$152.52

EXPLANATION:

Rural carriers were utilized in the city carrier craft at the Boerne Annex from 3/19/2022 – 3/25/2022. The union initiated the instant grievance alleging management violated the National Agreement when utilizing rural carriers in the city carrier craft.

The union at Formal A contended management violated Article 7.2 of the National Agreement by using rural carriers to perform work in the city carrier craft.

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The union requests management cease and desist violating Article 7.2 of the National Agreement and make payment to employees in the city carrier craft equivalent to the amount of time rural carriers performed city carrier duties.

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 to resolve the instant grievance. A violation was evidenced when rural carriers performed work in the city carrier craft. Rural carriers are the only craft whom are excluded from cross-craft assignments. The only time rural carriers may be used cross-craft is during an emergency situation and the case file did not evidence an emergency was present at the Boerne Annex in Boerne, TX from 3/19/2022 – 3/25/2022. The JCAM provides the following in relevant part on page 7-33:

***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 cross-craft 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 cross-craft 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.*

***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 cross-craft assignments. Management’s desire to avoid additional expenses such as penalty overtime does not constitute an emergency.

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/Texas 3 DRT, File

Grievance File Contents

PS Form 8190
Formal A Meeting Request
Clock Rings (23 pgs)
Driving Directions (19 pgs)
PS Form 1234 (14 pgs)
Statements (5 pgs)

Union Contentions (6 pgs)
Union Information Request
Daily Performance Report (14 pgs)
Worksheet
Interviews (4 pgs)
ODL List

Time Limit Extension
Carrier Schedule
RMSS Adhoc Report
Informal A Meeting Request
M-41 Excerpt

Payout Request History for Grievance 22191325

[HELP](#)

no data

Not Processed By Payroll

- New (Not yet sent to Payroll)
- Pending (Not back from Payroll)
- Submitted (Received acknowledgment from Payroll, awaiting processing)

Payroll Processed

- Paid (Back from Payroll without error)
- Payroll Error (Back from Payroll with error)

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	\$111.22	MATHEWS	ARTHUR	3515	PP7 FY2022	KS9RJ0	05/26/2022	Details	Delete Edit
New		1	\$119.03	KENNEDY	RENEE	7519	PP7 FY2022	KS9RJ0	05/26/2022	Details	Delete Edit
New		1	\$152.52	GARCIA	GERARDO	3446	PP7 FY2022	KS9RJ0	05/26/2022	Details	Delete Edit
New		1	\$172.72	GARCIA	HUMBERTO	9662	PP7 FY2022	KS9RJ0	05/26/2022	Details	Delete Edit
New		1	\$207.09	HANAKAM O'BRIEN	JOANNE	1982	PP7 FY2022	KS9RJ0	05/26/2022	Details	Delete Edit
New		1	\$247.95	TURNBULL	JACKIE	0228	PP7 FY2022	KS9RJ0	05/26/2022	Details	Delete Edit
Total New: \$1,010.53											
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													