



# RESOLVE



## STEP B DECISION

<b>Step B Team:</b>	Decision:	<b>RESOLVE</b>
USPS:	USPS Number:	<b>4G19N-4G-C 2224 5746</b>
<b>Richard Ketchum</b>	Grievant:	<b>Class</b>
NALC:	Branch Grievance Number:	<b>421-0684-22</b>
<b>Jim Ruetze</b>	Branch:	<b>421</b>
	Installation:	<b>Boerne</b>
Dispute Resolution Team:	Delivery Unit:	<b>Carrier Annex</b>
<b>Rio Grande</b>	State:	<b>TX</b>
District:	Incident Date:	<b>04/30/2022-05/06/2022</b>
<b>Texas 3</b>	Informal Step A Meeting:	<b>05/12/2022</b>
	Formal Step A Meeting:	<b>05/20/2022</b>
	Received at Step B:	<b>05/26/2022</b>
	Step B Decision Date:	<b>07/08/2022</b>
	Issue Code:	<b>07.2260</b>
	NALC Subject Code:	<b>100882</b>

**ISSUES:** 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 Article 7.2 of the National Agreement. The letter carriers in the table below are compensated in the amounts by their names. Management in Boerne must comply with Article 7.2 when making cross-craft assignments. RCAs may not be utilized to work on city delivery assignments outside of an emergency as defined in Article 3.F of the National Agreement. The lump sum payments have processed at Step B via GATS entry. The case file did not evidence a violation of Article 15.3.A. See the DRT Explanation below.

Employee	EIN	OT Hrs	POT Hrs	Total
Mathews, AJ	03081749	4.64	2.75	<b>\$369.34</b>
Garcia, HS	03606645	1.42	2.34	<b>\$200.90</b>
Garcia Sr, GG	04724408	7.36	2.74	<b>\$487.34</b>
Spitz, Z	06158833	3.31	1.43	<b>\$230.84</b>
Popiel, TJ	04503604	6.87	3.69	<b>\$521.71</b>
Kennedy, R	03666218	1.30	2.12	<b>\$182.61</b>

**EXPLANATION:** During the week of April 30-May 6, 2022, management at the Boerne, Texas Carrier Annex 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** at Formal Step A contended management instructed RCAs to perform city letter carrier duties during the week of April 30-May 6, 2022. The PS Form 1234s show the RCAs working on city routes. Management failed to work all the available city carriers prior to making the decision to cross-crafts. Management failed to comply with the prior Step B decisions included in the file.

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** at Formal Step A conceded the RCAs performed city carrier work, but argued Boerne has a "Window of Operations" (WOO) of 6:15 p.m. which is authorized by Article 3 and that arbitrators have said a WOO supersedes Article 7. Management maintained the start of the WOO is defined by when mail was "finalized and available," and the end was defined by delivery standards for customers and business and to meet processing standards.

**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 that when faced with a choice of assigning city delivery work to city carriers or to rural carriers management must assign the work to city carriers, irrespective of classification or ODL status, unless an emergency as defined in Article 3.F exists. The provisions in the National Agreement concerning crossing crafts are found in Article 7.2. The JCAM includes a discussion explaining how the cross-craft provisions of Article 7.2 are intentionally restrictive, and also explaining that the rural carrier craft is excluded from those provisions:

**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]

There was no evidence presented in the case file that an emergency existed during the week of April 30-May 6, 2022 to justify assigning city carrier work to carriers from the rural carrier craft. There was similarly no evidence of a negotiated Window of Operations; thus, management’s unilateral declaration of such a window does not supersede the prohibition

The union at Formal Step A contended management failed to comply with prior Step B decisions. The prior Step B decisions referenced in the file did not include the entire decision. Because the context of the prior grievance file is an important factor in the decision, the entire report is needed to evaluate whether management had failed to comply. Therefore, the DRT Agreed there was insufficient evidence to support a violation of Article 15.3.A of the National Agreement.

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



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**Richard Ketchum**  
USPS Step B Representative



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**Jim Ruetze**  
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  
Union Contentions - 5 pgs  
Request for Information  
Request for Formal Step A Meeting  
Union Remedy Worksheet  
Steward Statement  
Management Contentions - 5 pgs  
Prior Step B Decisions – 13 pgs  
Spitz Statement

CA-17s - 3 pgs  
Turn by Turn Directions - 18 pgs  
Employee Everything Report – 23 pgs  
Performance/Analysis Report - 12 pgs  
Copies of PS Forms 1234 - 18 pgs  
Request for Informal Step A Meeting  
Medical Restrictions  
Dynamic Routing Printout  
Work Schedule



**GATS**

Grievance/Appeal

-Grievance Sub Menu-

-My GATS-

**Payout Request History for Grievance**  
22245746

[HELP](#)

<p><b>Not Processed By Payroll</b></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><b>Payroll Processed</b></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>&lt; 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	\$182.61	KENNEDY	RENEE	7519	PP10 FY2022	VY5GH0	07/14/2022	Details Delete Edit
New		1	\$200.90	GARCIA	HUMBERTO	9662	PP10 FY2022	VY5GH0	07/14/2022	Details Delete Edit
New		1	\$230.84	SPITZ	ZACHARY	0957	PP10 FY2022	VY5GH0	07/14/2022	Details Delete Edit
New		1	\$369.34	MATHEWS	ARTHUR	3515	PP10 FY2022	VY5GH0	07/14/2022	Details Delete Edit
New		1	\$487.34	GARCIA	GERARDO	3446	PP10 FY2022	VY5GH0	07/14/2022	Details Delete Edit
New		1	\$521.71	POPIEL	TRAVIS	7918	PP10 FY2022	VY5GH0	07/14/2022	Details Delete Edit
Total New: \$1,992.74										
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												