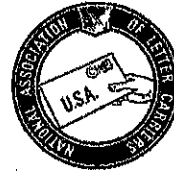


Central PA / South Jersey DRT
2100 N. 13th Street
Reading, PA 19612
Phone 610-921-7035 or 610-921-7086
FAX 610-921-7025



STEP B DECISION

Step B Team: **Melissa A. Fegely**
Richard P. McDonough

Decision: **Resolved**
USPS Number: **B19N-4B-C 21355692**
Grievant: **Class Action**
Branch Grievance Number: **274-21-803**
Branch: **274**
Finance Number: **41-0128**
Installation: **Allentown**
Delivery Unit: **Allentown**
Zip Code: **18101**
State: **Pennsylvania**
Incident Date: **07/19/2021**
Original Date Informal Step A Initiated: **07/31/2021**
Original Formal Step A Meeting Date: **None**
Previous Remand Date: **08/26/2021**
Formal Step A Meeting Date: **None**
Date Received at Step B: **09/16/2021**
Step B Decision Date: **11/15/2021**
Issue Code: **07.2260**
NALC Subject Code: **100882**

District: **Central PA**

ISSUE: Did management violate Article 7, Section 2 of the National Agreement (NA) when Rural Carriers performed City Carrier duties on July 19, 2021? If so, what is the appropriate remedy?

DECISION: The Dispute Resolution Team (DRT) has **RESOLVED** this grievance. Based on the facts in the file, management was in violation of Article 7.2 in the JCAM when on July 19, 2021 Rural Carriers performed City Carrier work. In addition to an instructional cease and desist, available ODL carriers (up to 12 hours) shall be compensated at the appropriate rate for the work performed by the Rural Carriers. The available ODL Carriers will be paid as follows:

Name	Hours and Appropriate Rate
Nadeau	1.00 at the Penalty Overtime Rate
Winkler	1.48 at the Penalty Overtime Rate
Boyer	0.84 at the Penalty Overtime Rate
Hernandez	1.00 at the Penalty Overtime Rate
Fernandez	0.87 at the Penalty Overtime Rate
Howell	1.00 at the Penalty Overtime Rate

Management's representative at Step B will effectuate payment. No further action is required.

EXPLANATION: According to the facts in the file, three (3) rural carriers performed city carrier duties on July 19, 2021. The employee moves report shows city carriers were available to perform the city carrier

work.

The union originally appealed this grievance and the case file was received at Step B on August 24, 2021. The DRT remanded the grievance to Formal Step A on August 26, 2021 instructing the parties to meet at Formal Step A and provide a full and detailed statement of facts relied upon and contractual provisions involved.

Management failed to schedule or meet at Formal A for the remanded grievance and the grievance was appealed to Step B the second time. Management has not provided any facts, statements, or contentions to this grievance

The union contends management at the Allentown Post Office violated Article 7, section 2 of the National Agreement when they used rural carriers to perform city letter carrier duties on July 19, 2021. The JCAM provides, in pertinent part, on page 7-14:

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.

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.

The union argues management failed to work all available city delivery letter carriers before making the decision to work employees across craft lines. The JCAM provides, in pertinent part, on pages 7-14 through 7-15:

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 and C has not changed since then. Arbitrator Bloch interpreted Article 7.2.B and 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.

The union requests as remedy management cease and desist violating Article 7, section 2 of the National Agreement; make a lump sum payment equivalent to the number of hours worked across craft lines on the day in question at the overtime or penalty rate; all payments associated with this case be made as soon as administratively possible, but no later than 30 days from the date of settlement; proof of payment be provided to President Tom Cser upon payment; and/or any other remedy the Step B team or an arbitrator deems appropriate.

The Step B Team has carefully reviewed the file in its entirety. Our review of the file finds management failed to schedule and meet at Formal Step A for the original and remanded grievance. In addition, management failed to provide any facts, contentions, or a narrative to support their position. With the failure of management to provide the information requested by the Step B Team and the failure to meet at Formal Step A, the DRT has determined management violated the National Agreement by utilizing rural carriers to perform city carrier duties. The provisions of Article 7.2 cited above indicate that only in emergency situations as defined in Article 3 may such cross-craft assignments be made. The file contains no evidence of any such emergency situations at issue here. In determining remedy, page 7-17 in the JCAM provides guidance:

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. For example, after determining that management had violated Article 7.2.B, Arbitrator Bloch in case H8S-5F-C-8027/A8-W-0656 (C-04560) ruled that an available Special Delivery Messenger on the Overtime Desired List should be made whole for missed overtime for special delivery functions performed by a PTF letter carrier.


The DRT has resolved this grievance by determining that management violated Article 7, section 2 of the National Agreement. As remedy, Management is instructed to cease and desist and the management representative at Step B will effectuate payment to the employees identified above. No further action is required. No further remedy is appropriate.

Additionally, management is once again reminded of their responsibilities regarding grievances remanded to Formal Step A as shown in Article 15. The JCAM provides in part:

15.2 (c) The installation head or designee will meet with the steward or a Union representative as expeditiously as possible, but no later than seven (7) days following receipt of the Joint Step A Grievance Form unless the parties agree upon a later date. In all grievances at Formal Step A, the grievant shall be represented for all purposes by a steward or a Union representative who shall have authority to resolve the grievance as a result of discussions or compromise in this Step. The installation head or designee also shall have authority to resolve the grievance in whole or in part.

The Formal Step A meeting must be held between the installation head or designee and the branch president or designee as soon as possible but no later than seven calendar days after the installation head receives the Joint Step A Grievance Form (unless the parties agree to an extension). The parties' representatives at Formal Step A shall have the authority to settle or withdraw grievances in whole or in part. Both parties must work together to ensure that each grievance is fully developed.

The union representative at the Formal Step A meeting shall discuss fully the union's position, violation alleged, and corrective action requested. Moreover, the union is entitled to furnish written statements from witnesses or other individuals who have information pertaining to the grievance. Both parties are required to state in detail the facts and contract provisions relied upon to support their positions. The Postal Service is also required to furnish to the union, if requested, any documents or statements of witnesses as provided for in Article 17.3 and Article 31.3. (Emphasis added)



Melissa A. Fegely
Step B Representative-USPS



Richard P. McDonough
Step B Representative-NALC

cc: Step A Parties
National Business Agent
Area Labor Relations Manager
District Manager
District Human Resource Manager
District Labor Relations Manager
File

Grievance File Contents
PS Form 8190
Union Contentions
Step B Remand