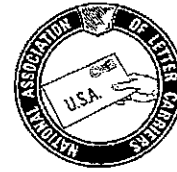


Central PA / South Jersey DRT
2100 N. 13th Street
Reading, PA 19612
Phone 610-921-7035 or 610-921-7086
FAX 610-921-7025



STEP B DECISION

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

Decision: **Resolved**
USPS Number: **4B 19N-4B-C 21473210**
Grievant: [REDACTED]
Branch Grievance Number: **274-21-895**
Branch: **274**
Finance Number: **41-0128**
Installation: **Allentown**
Delivery Unit: **Allentown**
Zip Code: **18101**
State: **Pennsylvania**
Incident Date: **09/14/2021**
Informal Step A Initiated: **None**
Formal Step A Meeting Date: **None**
Date Received at Step B: **01/14/2022**
Step B Decision Date: **01/26/2022**
Issue Code: **41.2260**
NALC Subject Code: **100850**

District: **Central PA**



ISSUE: Did management violate Article 41 of the National Agreement (NA) when they forced the grievant off his assignment and then directed him to return to the office by 8:30pm (11 ½ hours) when he had work available on his assignment to complete? If so, what is the appropriate remedy?

DECISION: The Dispute Resolution Team (DRT) has **RESOLVED** this grievance by determining management violated Article 41.1.C.4 of the National Agreement. As remedy, the DRT will compensate the grievant 1.53 units at the penalty overtime rate as a result of this violation. No further action is required of the Step A parties to secure this payment. Management is instructed to adhere to the provisions of Article 41 of the National Agreement and refrain from further violations related to carrier bid assignments, specifically Article 41.1.C.4.

EXPLANATION: According to the facts in the file, Carrier [REDACTED] is the regular carrier on route 462. On September 14, 2021, management forced Carrier [REDACTED] off his assignment to case and carry a piece of route 436 for 5.70 hours. Management sent a message to all carriers directing them to return to the office with all parcels delivered by 8:30pm. Carrier [REDACTED] submitted a PS Form 1571 for undelivered mail on route 462. The carrier was unable to perform eight (8) hours of work on his own assignment.

Management failed to schedule or meet at Informal/Formal A for this grievance and the grievance was appealed to Step B.

The union contends management violated Article 41 of the National Agreement, specifically Article 41.1.C.4 when the grievant did not work his route as posted. The union argues management forced the grievant off his assignment and then instructed him to do his pivot/split first. The union notes, in this instance, management forced Carrier [REDACTED] to complete more than four (4) hours off his assignment and then intentionally violated his right to work eight (8) hours on his assignment by instructing him to deliver

all the parcels and be back by 8:30pm. The union states management is intentionally violating the rights of carriers and then issuing letters of discipline when employees work their assignments first to get eight hours on their assignment.

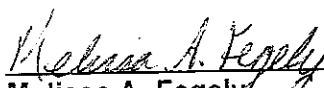
The union requests as remedy management cease and desist, and utilize a carrier with a bid assignment up to eight (8) hours on that assignment when at least eight (8) hours is available; compensate the carrier 2.12 units at the penalty overtime rate; an additional one-time lump sum of \$25.00 be made to the grievant in addition to the amount owed from the units they are owed; the following documents be provided to the union daily: Moves Report from the previous day, copies of all PS Form 1571's submitted on a single day.

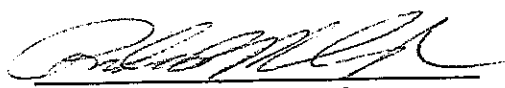
Management failed to meet at Informal A and also failed to schedule or meet at Formal A for this grievance. As such no facts or contentions were provided by management. Therefore, the grievance will be decided based on the case file appealed to Step B by the union.

The Step B Team has carefully reviewed the file in its entirety. The facts in the file indicate and it is undisputed that the grievant performed more than four (4) hours of work on another route prior to working on his own route. This resulted in the grievant not performing eight (8) hours of work on his bid assignment (route). Article 41.1.C.4 states in relevant part:

The successful bidder shall work the duty assignment as posted. Unanticipated circumstances may require a temporary change in assignment. This same rule shall apply to Carrier Technician assignments, unless the local agreement provides otherwise.

Management has not provided any evidence of unanticipated circumstances in this instance. Therefore, management was in violation of Article 41.1.C.4. As remedy, management is instructed to adhere to the provisions of Article 41 of the National Agreement and refrain from further violations related to carrier bid assignments, specifically Article 41.1.C.4. The DRT will compensate the grievant 1.53 units at the penalty overtime rate as a result of this violation. No further action is required of the Step A parties to secure this payment.


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/Documentation-30 pages