



STEP B DECISION

CAPITAL METRO AREA
NALC/USPS STEP B
DISPUTE RESOLUTION TEAM

DISTRICTS

BALTIMORE

CAPITAL

NORTHERN VIRGINIA

USPS REPRESENTATIVE
LEOPOLD A. POTSIADLO

NALC REPRESENTATIVE
TONYA L. DETRICK

DECISION: RESOLVED
USPS GATS #: K06N-4K-C 09396933
GRIEVANT: Sun, F.
BRANCH GRIEVANCE #: 74-09-TAP130
BRANCH: 3825
INSTALLATION: 23-3672
DELIVERY UNIT: Germantown Post Office
STATE: Maryland
INCIDENT DATE: 09/17/2009
INFORMAL STEP A INITIATED: 10/01/2009
FORMAL STEP A MEETING: 10/08/2009
RECEIVED AT STEP B: 10/15/2009
STEP B DECISION DATE: 10/28/2009
ISSUE CODE: 15.2000 19.0000

ISSUE: Did Management violate Articles 15.1 and 19 of the National Agreement, M-01701, and previous Step B Decisions, when on September 17, 2009, they required the Grievant, a Transitional Employee (TE) assigned to the Germantown Post Office, to travel to the Damascus Post Office to deliver mail, and, if so, what is the appropriate remedy?

DECISION: The Dispute Resolution Team has **RESOLVED** this grievance. Based on the information discussed below, the Step B Team finds that Management did violate the National Agreement in this instance. The Grievant will be paid \$50.00 for local Management's violation of the previous Step B resolution which required Management to abide by the decision of the National parties found in item # 14 of the M-01701 with respect to sharing of TEs between Postal installations. The Step B Team made the pay adjustment on the date of decision. No further action is required. No other remedy is granted.

EXPLANATION: The facts in this case are not in dispute: On September 17, 2009, the Grievant, a Transitional Employee (TE) assigned to the Germantown Post Office, was forced to go to another installation, the Damascus Post Office, to deliver mail. The case file shows that the most recent temporary reassignment of a TE in the Germantown Post Office to another installation was on three, recent, previous days, September 10, 11 and 12, 2009.

The representative National Case, **GATS # Q06N-4Q-C 08217329**, on the issue of sharing Transitional Employees between offices, was decided in an agreement by the National parties in M-01701, dated March 26, 2009, settling that grievance. It states in part:

14. Can transitional employees be temporarily assigned outside their employing post office (installation) to another post office (installation) within the district?

Transitional employees will normally work in their employing post office but may be assigned to work in another office within the same district on an occasional basis. Such temporary assignments must otherwise be consistent with the National Agreement (e.g. assigning transitional employees to work outside their employing office may not violate Article 7.1.B.3 in the temporary office or the letter carrier paragraph¹ in the employing office).

The Union contends that the documentation presented shows that local Management is forcing the TEs in the Germantown Post Office to work in other offices on a frequent if not regular basis in violation of M-01701. The Union included previous Step B decisions, the most recent being October 2, 2009, for an incident date of September 12, 2009, which found a "violation" of the above agreement where \$50.00 was awarded to the Grievant for the violation. As an appropriate remedy, the Union requested payment of \$100.00 for the violation demonstrated in this instance.

Management contends that the Germantown Post Office was instructed by the Acting Manager of Post Office Operations to send the Grievant to the Damascus Post Office in this case.


The Step B Team agrees that the issue in this case has been properly addressed in M-01701 and that it is now appropriate to apply the above response contained in Item # 14 of the "Questions and Answers NALC Transitional Employees" to resolve this grievance. Based on the answer to the question found in that item, the Step B Team finds that Management did violate Articles 15 and 19 of the National Agreement in this instance when they required the Grievant, a Transitional Employee (TE) assigned to the Germantown Post Office, to travel to the Damascus Post Office to deliver mail on September 17, 2009. The Team concurs that Management's temporary assignment of the Grievant outside the employing office, in this case, was not made on an "occasional" basis, as is permitted. Rather the Team agrees that because the movement of the TE was the fourth such temporary assignment in a sequence of eight days, Management's action was "frequent" and "regular" and therefore did not qualify as "occasional" in this instance, and as permitted in M-01701.

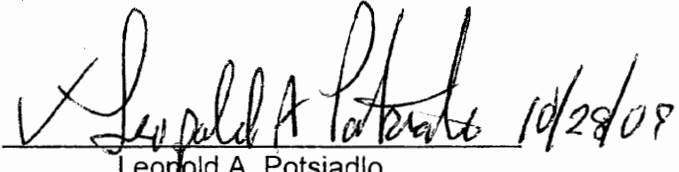
Since the incident date in this case, September 17, 2009, occurred prior to the Step B decision dated October 2, 2009, and that decision letter was not received by local Management until after that date, the Team did not consider this current grievance to be a "repetitive" violation of the "cease and desist" order, based on that previous Step B decision, which may have warranted the awarding of an escalating remedy. The Team, therefore, considers it appropriate instead, in this instance, to keep the compensation at the previously awarded amount of \$50.00, for the violation.

The Team again reminds Management of the language in previous decisions which states that they are contractually bound by the language found in the M-01701 and that further violations of this nature may result in a payment of additional remedies for the violation.

Case File Inventory:

PS Form 8190
Union's Contentions and Documentation
Management's Contentions
Grievant's PS Form 50


Tonya L. Detrick
NALC Step B Representative


Leopold A. Potsiadlo
USPS Step B Representative

USPS GATS #: K06N-4K-C 09393933

CC: Step A Parties
District Labor Relations
National Business Agent
Capital Metro Labor Relations

Payout Request History for Grievance 09396933

[HELP](#)

Not Processed By Payroll <input checked="" type="checkbox"/> New (Not yet sent to Payroll) <input checked="" type="checkbox"/> Pending (Not back from Payroll) <input checked="" type="checkbox"/> Submitted (Received acknowledgment from Payroll, awaiting processing)		Payroll Processed <input checked="" type="checkbox"/> Paid (Back from Payroll without error) <input checked="" type="checkbox"/> Payroll Error (Back from Payroll with error) <input checked="" type="checkbox"/> Show GATS Warnings Table	
<input type="button" value=" < Back"/>		<input type="button" value=" Show History"/>	

New, Pending and Submitted Requests

Status	GATS Code	App Seq	Request Amount	Last Name	First Name	SSN	Relevant PP	Requested By	Date Requested	
New		2	\$50.00	SUN	FURONG	[REDACTED]	PP20 FY2009	KRNXCW	10/28/2009	<input type="button" value=" Details"/> <input type="button" value=" Delete"/>
Total New: \$50.00										
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
No Data											
Total Paid: \$0.00											
Total Error: \$0.00											

GATS Warnings

Status	GATS Warning	Grievance Number	Request Amount	PP Paid	Last Name	First Name	Reference ID	Relevant PP	Requested By	Date Requested
No Data										