



STEP B DECISION

**CAPITAL METRO AREA
 NALC/USPS STEP B**

DISTRICTS

BALTIMORE

CAPITAL

NORTHERN VIRGINIA

USPS REPRESENTATIVE

LEOPOLD A. POTSIADLO

NALC REPRESENTATIVE

TONYA L. DETRICK

DECISION: RESOLVED

USPS GATS #: K06N-4K-C 09119244

GRIEVANT: Class Action

BRANCH GRIEVANCE #: 72-09-ST-19

BRANCH: 3825

INSTALLATION: 23-2430

DELIVERY UNIT: Damascus

STATE: Maryland

INCIDENT DATE: 01/23/2009

INFORMAL STEP A INITIATED: 02/13/2009

FORMAL STEP A MEETING: 07/31/2009

RECEIVED AT STEP B: 08/03/2009

STEP B DECISION DATE: 08/13/2009

ISSUE CODE: 08.5300 30.0000

ISSUE: Did Management violate Articles 8, 15, 19 and 30 of the National Agreement and Items 14 of both the Local Memorandum of Understanding (LMOU) and M-01701 when they forced a Transitional Employee (TE) from the Germantown Post Office to work in the Damascus Post Office and if so, what is the appropriate remedy?

DECISION: The Dispute Resolution Team has **RESOLVED** this grievance. Based on the information contained in the case file, the Team has determined that Management did violate the National Agreement in this instance. The following employees shall be paid a Lump Sum Payment for violations of Article 8.

Cavell	\$362.80	Norris	\$393.15	Thompson	\$462.17	Dheman	\$247.40
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The Step B Team made the pay adjustments on the date of decision. No further action is required. No other remedy is granted.

In addition to this grievance, the following grievances were independently reviewed and identical Article 8 violations were found. The Team has included the remedies for those grievances in this decision:

USPS Gats	NALC #	Grievant	Issue/Violation
K06N-4K-C 09119263	72-09-ST-20	Class	Article 8 TE loaning
K06N-4K-C 09119247	72-09-ST-18	Class	Article 8 TE loaning
K06N-4K-C 09119251	72-09-ST-17	Class	Article 8 TE loaning
K06N-4K-C 09089257	72-09-ST-01	Class	Article 8 TE loaning

K06N-4K-C 09089252	72-09-ST-02	Class	Article 8 TE loaning
K06N-4K-C 09119258	72-09-ST-16	Class	Article 8 TE loaning
K06N-4K-C 09119270	72-09-ST-14	Class	Article 8 TE loaning

EXPLANATION: On January 23, 2009, a TE from the Germantown Post Office was sent to work in the Damascus Post Office. The case file shows that the TE worked 6.33 hours while there were available ODL carriers, Cavell, Norris, Thompson and Dheman who were not maximized that day, working 8.00 hours, 9.43 hours, 9.40 hours and 8.00 hours, respectively.


This grievance was originally "Remanded" back to the Formal Step A parties with the following language:

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:

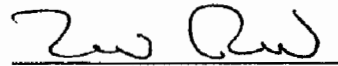
March 26, 2009

**Questions and Answers (42)
NALC Transitional Employees**

The attached jointly-developed document provides the mutual understanding of the national parties on issues related to NALC Transitional Employees and fully replaces the December 21, 2007, Questions and Answers (27), NALC Transitional Employees. This document may be updated if agreement is reached on additional matters related to transitional employees.



Alan S. Moore
Manager, Labor Relations
Policy and Programs
U.S. Postal Service



Fredric V. Rolando
Executive Vice President
National Association of
Letter Carriers, AFL-CIO

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 sole issue in this instant case, relative to #14 above, is that of a Transitional Employee from Germantown (*employing office*) working in the Damascus (*temporary office*) Station.

The Step B Team has decided to 'REMAND' the above listed case back to the Formal Step A parties for further development. Article 15 reads:

Remand. The Dispute Resolution Team may remand a grievance to the Formal Step A parties with specific instructions for further development of the facts or contentions or for other reasons as the Team may determine. When a grievance is remanded the parties' Formal Step A representatives must meet to discuss the grievance again within seven calendar days after the remand is returned to Formal Step A. After that the Formal Step A time limits and procedures apply to the remanded grievance.

The Step B Team directs the local parties to meet, within seven (7) calendar days of receipt of this Remand letter, and apply #14 in the TE Questions and Answers Memorandum, as cited above. After the Formal Step A meeting the time limits and procedures shall apply to the 'Remanded' grievance.

In the event that the Formal Step A parties are unable to resolve this dispute, the case file, in its entirety (*all information and documentation*), shall be returned to Step B for appeal. The USPS and NALC grievance numbers must remain the same and cannot be changed.

The parties at Formal Step met, as directed, but were unable to resolve the dispute. The Union properly advanced the grievance to Step B where it was received by the Team on August 3, 2009.

The Union contends that in **GATS K06N-4K-C 09145310**, dated June 6, 2009, the Step B Team found that local Management was in violation of the National Agreement, including item #14 of the M-01701, when the temporary assignment of a TE from the Germantown Post Office to the Damascus Post Office was not done on an "occasional" basis, as allowed. The Union stated that since there was a proven contractual violation the only issue for the Step B Team to resolve is one of an appropriate remedy. The Union requested that the available ODL carriers each be compensated for the LMOU and Article 8.5 violation.

Management contends that the TE was sent to the Damascus Post Office on January 23, 2009, to provide auxiliary assistance because the high number of vacant assignments in the office that day. Management further claimed that Article 8 of the National Agreement does not require that an ODL carrier be paid overtime before a TE can be used. Management also claimed that TEs can be sent to other areas to work and that decision is under the control of the District and not local Management. Finally, Management claimed that Item #14 of the M-01701 states that TEs can be used outside of their home installation on an "occasional" basis but there is no explanation or definition of what "occasional" is and that Management has no way of knowing when or if they are exceeding that limitation at any time.

After carefully reviewing all the facts and documentation in this case, the Step B Team agrees that Management did violate the National Agreement in this instance.

It is on record that the Team decided in **GATS K06N-4K-C 09145310** that the movement of the TE from Germantown to Damascus in this case, was not an "occasional" assignment, being the fourth such temporary assignment within nine consecutive days, and was therefore considered to have been made in violation of the National Agreement. The Team found that the documentation showed that

assignment interval was both "frequent" and "regular" in that case and therefore, did not qualify as a permitted "occasional" exception, according to the language found in M-01701.

While the Team does recognize that Article 8.5 does not require Management to work an ODL carrier on overtime before assigning such work to a TE, the fact is that Management's action was contractually improper in this instance, and now creates a situation where the Team is tasked with determining an appropriate remedy for that violation. . Considering the uncontested fact that if the TE had not been sent to the office, the work could have been performed by the available ODL carriers, according to the LMOU, the Step B team concurs that a proper remedy will be for the ODL carriers cited by the Union in this grievance to be compensated for the 6.33 hours improperly worked by the TE.

Finally, the Team reminds Management that they are now contractually bound by the language found in the M-01701 and that even the allowed proper "occasional" temporary reassignment of a TE, if made, must be consistent with the National Agreement.



Case File Inventory:

PS Form 8190-1 page

Joint file-4 pages

Union Contentions and Documentation- 31 Pages

Management Contentions and Documentation - 4 pages

 8-13-09  8/13/09
Tonya L. Detrick Leopold A. Pótsiadlo
NALC Step B Representative USPS Step B Representative

USPS GATS #: K06N-4K-C 09119244

CC: Step A Parties

District Labor Relations

National Business Agent

Capital Metro Labor Relations

**Payout Request History for Grievance
09119244**

[HELP](#)

<p>Not Processed By Payroll</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><input type="button" value=" < Back"/></p>	<p>Payroll Processed</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><input checked="" type="checkbox"/> Show GATS Warnings Table</p> <p><input type="button" value=" Show History"/></p>
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New, Pending and Submitted Requests

Status	GATS Code	App Seq	Request Amount	Last Name	First Name	Relevant PP	Requested By	Date Requested	
New		2	\$247.40	[REDACTED]	DALJEET	PP3 FY2009	POTSIADLO	08/14/2009	<input type="button" value="Details"/>
New		2	\$362.80	[REDACTED]	DENNIS	PP3 FY2009	POTSIADLO	08/14/2009	<input type="button" value="Details"/>
New		2	\$393.15	[REDACTED]	JOSE	PP3 FY2009	POTSIADLO	08/14/2009	<input type="button" value="Details"/>
New		2	\$462.17	[REDACTED]	STEPHEN	PP3 FY2009	POTSIADLO	08/14/2009	<input type="button" value="Details"/>

Total New: \$1,465.52

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
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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
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No Data