

NALC / USPS DISPUTE RESOLUTION TEAM  
 ERIE and PITTSBURGH DISTRICTS  
 WOODS RUN CARRIER ANNEX  
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## STEP B DECISION

**Step B Team: *Franczak & Strobel***  
**District: *Connecticut***

**Decision: *RESOLVED***  
**USPS Number: *BOIN-4B-C 08266626***  
**Grievant: *Class Action***  
**Local Grievance #: *08-06109-053***  
**Branch #: *86***  
**Finance #: *08-3355***  
**Installation: *Connecticut***  
**Delivery Unit: *Hartford, CT 06109***  
**Date Step A Initiated: *6/13/08***  
**Step A Meeting Date: *07/14/08***  
**Date Received at CT Step B: *7/15/08***  
**Date Received at Pgh Step B: *8/5/08***  
**Step B Decision Date: *9/11/08***  
**Issue Code: *41.2000***

**ISSUE:** Did management violate Article 41 of the National Agreement by ordering Letter Carriers to curtail third class mail on their full time duty assignments to create under time, so that they could be assigned to perform work on other assignments that were anticipated to be vacant?

**DECISION: *RESOLVED*** The DRT has resolved this grievance. Previous grievances have been resolved by the Connecticut DRT with cease and desist and monetary awards being applied as remedies. The Connecticut DRT has set precedence for the Hartford Post Office in its decision case – B01N-4B-C05177937 – 05-06118-027. Management shall comply with the previous decision and in addition, pay all affected Carriers in this installation \$20.00 per Carrier in order to insure future compliance. The Union will be afforded the copies of the adjustments within 14 days receipt of this decision.

**EXPLANATION:** There were no Undisputed facts listed in this case.

**The Union contends** that management scheduled the unit to have vacant assignments on the day in question so that Those assignments could be worked on under time.

**The Union contends** that on May 27, 2008, management ordered the following Carriers to curtail 3rd class mail on their own routes to create under time, and then assigned them to work on other routes: Wabble, Costello, Givehand, Quesada, Ennin, Rosa-Paez, Purcaro, Brazal, Tatro, Sanchez, and Kukielka.

**The Union contends** that it is a violation of Article 41 .1 .0.4 of the National Agreement to curtail mail on a Carrier's assignment in order to require the Carrier to have under time for in order to pivot on another route.

**The Union contends** that there was sufficient work on the above listed carrier's own assignments to provide them eight (8) hours work that day.

**The Union contends** that no unanticipated circumstance existed.

**The Union contends** that the following national and regional awards support the contentions of the Union: M-775, M-105, M-73, M-1292, C-3001, C-8309, C-3633, C-23458 and CO-1 N-4C-C02249902.

**The Union contends** that the only appropriate remedy in this grievance is to pay each of the carriers that were forced to curtail mail on his/her assignment to perform work on another assignment. This pay should be at the time and one half rates and this is a make whole remedy.

**Management contends** The POM, Section 645.1 states in part that non-preferential may be curtailed within delivery time standard on vacant route and/or the route of the carriers being pivoted. Pivoting is not limited to period when mail volume is light. This alone shows mail might be curtailed during pivoting.

**Management contends** the carriers who pivoted on other routes did curtail Standard A mail but minimal amounts. This mail was worked the next business day.

**Management contends** it has the right to pivot routes based on under time, either due to light volume or manufactured by the curtailing of non preferential mail.

**Management contends** that if it feels that it is more efficient to curtail non preferential mail creating under time and pivot routes, Article 3 gives it the right to do so.

**Management contends** the B-Team ruled on this grievance for Shields Street which is another station in the Hartford Post Office and the Union is attempting to gain a different decision on the same situation by grieving in a different station.

**Management contends** that in order to make its budget, it has scheduled routes to be open, knowing that volume is so low that all carriers do not have 8 hours of work. By keeping a route open, it is making work for Carriers who do not have 8 hours of work. The amount curtailed on the routes listed, shows the carrier had sufficient time to pivot on the other route and case the mail on their own route. The carriers listed did not perform to standard on this day.

Article 41 .1 .C.4 of the National Agreement reads:

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.

This is very clear language. Letter Carriers who bid and are awarded routes are to work those routes as they were posted except under the narrow circumstances of unexpected nature. Letter Carrier routes are set up with specific office and street duties that deal with the specific addresses that are contained within their routes. By instructing a carrier to curtail available mail in order to shorten their time spent on their own route so that they can spend time within their normal eight hour tour on another route circumvents and violates the language of Article 41.1 .C.4. Arbitrators have already ruled on this issue. Arbitrator Jerome Ross wrote, in a decision dated June 21, 2002 (C-23458):

Moreover, management forced carriers to pivot where there was an indication that the work on their own routes was light. Such use of pivoting violated the Article 41.1 .C.4 requirement that carrier work their bid assignment unless unanticipated circumstances arise and present a need for their temporary change in assignment.

The position of the Union that this was improper was sustained by the arbitrator.

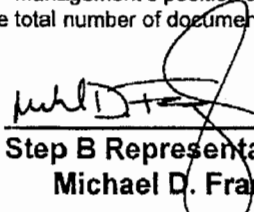
Based on a thorough review of the entire case file, the Step B Team has determined that management violated Article 41 .1 .C.4 of the National Agreement. There is indication in the file that this has occurred before in the Hartford offices. Therefore the proper remedy is listed above


**The time limits were extended by the mutual consent of the Erie/Pittsburgh Step B Team.**

According to Article 15.2 (c) The Step B Team will attach a list of all documents included in the case file.

Documents attached to case file:

1. Step B Decision – 2 pages
  2. PS Form 8190 – 1 page
  3. Union's contentions and attachments – 99 pages
  4. Management's position and attachments – 6 pages
- The total number of documents in case file is 108 pages.

  
Step B Representative - USPS  
Michael D. Franczak

  
Step B Representative – NALC  
Brian C. Strobel

Cc: Connecticut DRT