



STEP B DECISION

Step B Team: Brown/Best
Mid-America

District: KS-MO

Decision: **RESOLVED**
USPS Number: 4J19N4JC23383405
Grievant: Jorge Ortiz
Branch Grievance Number: KC3023-1065
Branch: 30
Installation: Kansas City
Delivery Unit: Parkway
State: MO, 64130
Incident Date: 7/01/23
Date Informal Step A Initiated: No meeting
Formal Step A Meeting Date: 8/11/23
Date Received at Step B: 8/22/23
Step B Decision Date: 10/10/23
Issue Code: 41.3130
NALC Subject Code: 600198
Original Step B Received Date: NA
Date Sent to Assisting Team: NA

**Formal Step A Representatives are responsible for disseminating
this Step B Decision back to the Informal Step A Designees**

ISSUE:

Did management violate Article 41.2.B.4, Article 41.2.B.5 and M-01819, and if so, what is the appropriate remedy?

Did management violate Article 15 of the National Agreement by failing to schedule/meet/render a decision at Formal Step A, and if so, what is the appropriate remedy?

DECISION:

The Dispute Resolution Step B Team has **RESOLVED** this grievance by determining management violated the National Agreement when management improperly removed the Grievant from his hold-down on route 30010. If the hold-down is still available, the Grievant (Ortiz) will immediately be returned to the hold-down until the duration ends in accordance with the language provided in the National Agreement. Furthermore, management will **cease and desist** from improperly removing carriers from properly awarded hold-downs. The carrier listed

below will receive a onetime lump sum payment of \$600.00. The Management Step B Representative will make the payment in GATS.

- Ortiz EIN 06364313 \$600.00

Management will abide by the language contained in Article 15 of the National Agreement.

BACKGROUND:

The union alleges management violated the National Agreement by removing the Carriers from their opted assignment and higher-level assignment in accordance with the National Agreement.

The union contends at Formal Step A:

- Carrier Ortiz was removed from his opt on 07/01/23
- Route 30010 is still vacant
- Management broke the Grievant's opt and sent him to another station
- This is a continuing issue in the Kansas City Installation

Management failed to provide any contentions at Formal Step A

EXPLANATION:

There is no dispute the Carrier Ortiz was awarded and removed from the opt/hold-down on route 30010.

The Joint Contract Administration Manual (JCAM) provides the following language:

Duration of Hold-Down. Article 41.2.B.5 provides that once an available hold-down position is awarded, the opting employee "shall work that duty assignment for its duration." An opt is not necessarily ended by the end of a service week. Rather, it is ended when the incumbent carrier returns, even if only to perform part of the duties—for example, to case but not carry mail.

The JCAM further states:

Removal from Hold-Down. There are exceptions to the rule against involuntarily removing employees from their hold-downs. Part-time flexible employees and city carrier assistants may be "bumped" from their hold-downs to provide sufficient work for full-time employees. Full-time employees are guaranteed forty hours of work per service week. Thus, they may be assigned work on routes held down by part-time or city carrier assistant employees if there is not sufficient work available for them on a particular day (H1N-5D-C 6601, September 11, 1985, M-00097).

In such situations, the part-time flexible or city carrier assistant employee's opt is not terminated. Rather, the employee is temporarily "bumped" on a day-to-day

basis. Bumping is still a last resort, as reflected in a Step 4 settlement (H1N-5D-C 7441, October 25, 1983, M- 00293), which provides that:

A PTF or city carrier assistant, temporarily assigned to a route under Article 41, Section 2.B, shall work the duty assignment, unless there is no other eight-hour assignment available to which a full-time carrier could be assigned. A regular carrier may be required to work parts or "relays" of routes to make up a full-time assignment. Additionally, the route of the "hold-down" to which the PTF or city carrier assistant opted may be pivoted if there is insufficient work available to provide a full-time carrier with eight hours of work.

The documentation contained in the file fails to demonstrate the duration of the hold-down had ended.

The JCAM provides the following language regarding opting and the appropriate remedies:

Remedies and Opting. Where the record is clear that a PTF or city carrier assistant was the senior available employee exercising a preference on a qualifying vacancy, but was denied the opt in violation of Article 41.2.B.4, an appropriate remedy would be a "make whole" remedy in which the employee would be compensated for the difference between the number of hours actually worked and the number of hours he/she would have worked had the opt been properly awarded.

In those circumstances in which a PTF or city carrier assistant worked forty hours per week during the opting period (or forty-eight hours in the case of a six day opt), an instructional "cease and desist" resolution would be appropriate. This would also be an appropriate remedy in those circumstances in which a reserve letter carrier or an unassigned letter carrier was denied an opt in violation of Article 41.2.B.3. [emphasis added]

In circumstances where the violation is egregious or deliberate or after local management has received previous instructional resolutions on the same issue and it appears that a "cease and desist" remedy is not sufficient to insure future contract compliance, the parties may wish to consider a further, appropriate compensatory remedy to the injured party to emphasize the commitment of the parties to contract compliance. In these circumstances, care should be exercised to insure that the remedy is corrective and not punitive, providing a full explanation of the basis of the remedy.

The above language is clear, concise and leaves no room for interpretation. Management must cease and desist denying the Carrier's right to work their opted assignment.

The Joint Contract Administration Manual on page 41-4:


Unassigned full-time carriers and full-time flexible carriers may bid on duty assignments posted for bids by employees in the craft. If the employee does not bid, assignment of the employee may be made to any vacant duty assignment for which there was no senior bidder in the same craft and installation. In the event there is more than one vacancy due to the lack of bids, these vacancies may be filled by assigning the unassigned full-time carriers and full-time flexible carriers, who may exercise their preference by use of their seniority. In the event that there are more unassigned full-time carriers and full-time flexible carriers than vacancies, these vacancies may be filled by assigning the unassigned employees by juniority.

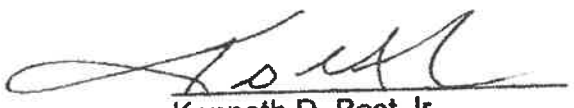
The JCAM on page 41-4 goes on to state the following:

- When there is no bid, the assignment of an unassigned regular or fulltime. flexible letter carrier shall be by juniority (inverse seniority).
- When there is more than one vacancy and there are no bids, the unassigned carriers or full-time flexible carriers assigned to the vacancies may select their individual assignments by seniority.

When a carrier or carriers are assigned (not a voluntary bid) to a residual full-time vacancy, and those carriers exercises their preference through seniority per Article 41.1.A.7, they may not be involuntarily removed from a hold-down to fill the vacancy. Voluntarily bidding on a vacant assignment in accordance with Article 41.1.B and 41.1.C is different and separate from a carrier using seniority to preference a route which is being assigned under the provisions of Article 41.1.A.7. A carrier assigned under Article 41.1.A.7 may not be required to work the new assignment until their hold-down ends. Also see MOU Re: Opting Durations on pages 222 and 223 of the 2016-2019 National Agreement.

Based on the file, the documentation provided demonstrates a violation of the National Agreement when management improperly removed the Grievant from his hold-down on route 30010 at the Parkway Station during the period in question. If the hold-down is still available, the Grievant (Ortiz) will immediately be returned to the hold-down until the duration ends in accordance with the language provided in Article 41. Furthermore, management will **cease and desist** from improperly removing carriers from properly awarded hold-downs.


Steven R. Brown
USPS Step B Representative


Kenneth D. Best Jr
NALC Step B Representative

CC: David Teegarden, NBA NALC
Carrie Ross, USPS Formal Step A
Anthony Morehead, NALC Formal Step A

David Shilney, Director, Field LR
Crystal Simmons, Mgr., HR
Daniel Muskopf, Mgr., LR

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23383405

(no data)

<p>Not Processed By Payroll</p> <ul style="list-style-type: none"> <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) 	<p>Payroll Processed</p> <ul style="list-style-type: none"> <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
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New, Pending and Submitted Requests

Status	GATS Code	App Seq	Request Amount	Last Name	First Name	SSN	Relevant PP	Requested By	Date Requested	Buttons
New		1	\$600.00	ORTIZ PEREZ	JORGE	6871	PP15 FY2023	KSF5M0	10/10/2023	<input type="button" value="Details"/> <input type="button" value="Delete"/> <input type="button" value="Edit"/>
Total New: \$600.00										
Total Pending: \$0.00										
Total Submitted: \$0.00										
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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	Buttons
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	Buttons
No Data											



STEP B DECISION

Step B Team: Moore/Shaffer
Mid-America

District: KS-MO

Decision: **RESOLVED**
USPS Number: 4J19N4JC25268077
Grievant: Frederico Locke
Branch Grievance Number: KC3025-668
Branch: 30
Installation: KCMO
Delivery Unit: GPO
State: MO 64108
Incident Date: 03/24/25
Date Informal Step A Initiated: 04/05/25
Formal Step A Meeting Date: 04/25/25
Date Received at Step B: 05/12/25
Step B Decision Date: 08/14/25
Issue Code: 41.3130
NALC Subject Code: 100271
Original Step B Received Date: NA
Date Sent to Assisting Team: NA

**Formal Step A Representatives are responsible for disseminating
this Step B Decision back to the Informal Step A Designees**

ISSUE:

Did management violate Article 41.2 when disallowing Grievant Locke, the right to perform the duties of his requested opt on Route 509 at the GPO Station, and if so, what should the remedy be?

Did management violate Article 15, Section 2 Step B (c) or 3.A, or 15.4.A.6 of the National Agreement and Step 4 M-01517 by failing to comply with the Step B decision included in the case file, and if so, what should the remedy be?

DECISION:

The Dispute Resolution Step B Team has **RESOLVED** this grievance by determining management violated the National Agreement when they denied the Grievant his opt on Route 509. Based on the fact circumstances provided and solely in an effort to resolve this instant case, the Grievant will be awarded a one-time lump sum of \$880. This amount is based solely on the Grievant's schedule worked during the timeframe discussed in this grievance, the schedule of the opt, the amount of days the Grievant was not allowed to work the opt, and the specific

documentation provided in this case file. The management representative at Step B will make the appropriate payment in GATS. Furthermore, Management at the GPO station is reminded they are contractually obligated to comply with the language provided in Article 41.2 of the National Agreement, as well as previous grievance settlements regarding carrier opts. Management will cease and desist denying opts in accordance with Article 41.

BACKGROUND:

The union alleges management violated the National Agreement when they denied the Grievant an opt and awarded it to a carrier not assigned to the GPO station.

The union contends at Formal Step A:

- The Grievant exercised his right to submit an opt for route 509
- Management denied his opt
- Route 509 was available to opt
- Carrier Tooke is assigned to Hickman Mills per his PS Form 50
- This is not a new issue and management has previously been instructed to cease and desist violating Article 41

Management contends at Formal Step A:

- Carrier Tooke opted route 509 on 02/20/25
- Carrier Tooke is an unassigned regular at the GPO station
- Carrier Tooke was not awarded or placed in any of the pref bids
- Carrier Tooke's PS Form 50 was an error
- The MCSO prematurely instructed GPO to send Carrier Tooke to Hickman Mills
- No Violation occurred

EXPLANATION:

The Joint Contract Administration Manual (JCAM) provides the following language:

41.2.B.3. Full-time reserve letter carriers, and any unassigned full-time letter carriers whose duty assignment has been eliminated in the particular delivery unit, may exercise their preference by use of their seniority for available craft duty assignments of anticipated duration of five (5) days or more in the delivery unit within their bid assignment areas, except where the local past practice provides for a shorter period.

4. Part-time flexible letter carriers may exercise their preference by use of their seniority for vacation scheduling and for available full-time craft duty assignments of anticipated duration of five (5) days or more in the delivery unit to which they are assigned. City carrier assistants may exercise their preference (by use of their relative standing as defined in Section 1.f of the General Principles for the Non-Career Complement in the Das Award) for available full-time craft duty assignments of anticipated duration of five (5) days or more in the delivery unit to which they are assigned that are not selected by eligible career employees.

The file demonstrates the Grievant was assigned to the GPO station and requested to opt route 509 in the GPO station. The PS Form 50 provided in the file demonstrates Carrier Tooke was not assigned to the GPO station and was instead assigned to Hickman Mills. While management states the PS Form 50 was incorrect, they provide nothing to support this claim.

The file contains a previous Step B decision which demonstrates management has previously received cease and desist instructions.

The JCAM further states:

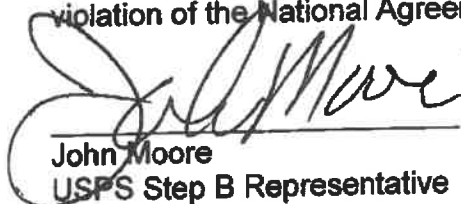
Remedies and Opting. Where the record is clear that a PTF or CCA was the senior available employee exercising a preference on a qualifying vacancy, but was denied the opt in violation of Article 41.2.B.4, an appropriate remedy would be a "make whole" remedy in which the employee would be compensated for the difference between the number of hours actually worked and the number of hours he/she would have worked had the opt been properly awarded.

In those circumstances in which a PTF or CCA worked forty hours per week during the opting period (or forty-eight hours in the case of a six day opt), an instructional cease and desist resolution would be appropriate. This would also be an appropriate remedy in those circumstances in which a reserve letter carrier or an unassigned letter carrier was denied an opt in violation of Article 41.2.B.3.

In circumstances where the violation is egregious or deliberate or after local management has received previous instructional resolutions on the same issue and it appears that a cease and desist remedy is not sufficient to ensure future contract compliance, the parties may wish to consider a further, appropriate compensatory remedy to the injured party to emphasize the commitment of the parties to contract compliance. In these circumstances, care should be exercised to ensure that the remedy is corrective and not punitive, providing a full explanation of the basis of the remedy.

The documentation contained in the file in this instant case demonstrates, despite the previous decisions instructing management to cease and desist, management continues to violate Article 41.

Based on the file the documentation provided in this instant case demonstrates a violation of the National Agreement occurred.


John Moore
USPS Step B Representative


Duane Shaffer
NALC Step B Representative

CC: David Teegarden, NBA NALC
Karen Johnson, USPS Formal Step A
Steven Murray, NALC Formal Step A

David Shilney, Director, Field LR
Crystal Simmons, Mgr., HR
Daniel Muskopf, Mgr., LR

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KC3025-668

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Payout Request History for Grievance
25268077

[HELP](#)

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New, Pending and Submitted Requests

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Total Pending: \$0.00												
Total Submitted: \$0.00												
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Paid and Errors from Finance

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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										



STEP B DECISION

Step B Team: Moore/Shaffer
Mid-America

District: KS-MO

Decision: **RESOLVED**
USPS Number: 4J19N4JC25196027
Grievant: Peyton Shaw
Branch Grievance Number: KC3025-298
Branch: 30
Installation: KCMO
Delivery Unit: GPO
State: MO 64108
Incident Date: 02/07/25
Date Informal Step A Initiated: 02/21/25
Formal Step A Meeting Date: 03/12/25
Date Received at Step B: 03/21/25
Step B Decision Date: 06/11/25
Issue Code: 41.3130
NALC Subject Code: 600198
Original Step B Received Date: NA
Date Sent to Assisting Team: NA

**Formal Step A Representatives are responsible for disseminating
this Step B Decision back to the Informal Step A Designees**

ISSUE:

Did management violate Article 41.2 when disallowing Grievant Shaw, the right to perform the duties of his requested opt on route 835 at the GPO Station, and if so, what should the remedy be?

Did management violate Article 15, Sections 2 Step B(c) or 3.A or 15.4.A.6 of the National Agreement and Step 4 M-01517 by failing to comply with the Step B decision included in the case file, and if so, what should the remedy be?

DECISION:

The Dispute Resolution Step B Team has **RESOLVED** this grievance by determining management violated the National Agreement when they denied the Grievant his opt on Route 835. Based on the fact circumstances provided and solely in an effort to resolve this instant case, the Grievant will be awarded a one-time lump sum of \$1100. This amount is based solely on the Grievant's schedule

worked during the timeframe discussed in this grievance, the schedule of the Grievant's opt, the amount of days the Grievant was not allowed to work his opt, and the specific documentation provided in this case file. The management representative at Step B will make the appropriate payment in GATS. Furthermore, Manager at the GPO station is reminded they are contractually obligated to comply with the language provided in Article 41.2 of the National Agreement, as well as previous grievance settlements regarding carrier opts. Management will cease and desist denying opts in accordance with Article 41.

BACKGROUND:

The union alleges management violated the National Agreement when they denied the Grievant his opt.

The union contends at Formal Step A:

- The Grievant requested an opt on 835
- Management denied the opt, even after being instructed by the MCSO that it was proper and a violation to deny it
- There is previous cease and desist instructions regarding this issue
- Management is playing games and not bargaining in good faith
- Management at Formal Step A stated she wasn't paying anything and Step B can enjoy doing it

Management contends at Formal Step A:

- The Grievant was working off the clock when he submitted for the opt
- The supervisor refused to sign the opt
- Management has the right to manage
- The remedy has already been negotiated
- The union's remedy request is punitive

EXPLANATION:

The file demonstrates the Grievant submitted a request to opt route 835 on 02/07/25. Management refused to honor the opt and sent the Grievant to the Parkville station. The file demonstrates the A/MCSO instructed GPO management that the Grievant's opt was valid and to return him to the opt on 02/19/25. The clock rings contained in the file demonstrate management did place the Grievant on route 835 on 2/20/25.

The Joint Contract Administrative Manual (JCAM) provides the following language:

Remedies and Opting. Where the record is clear that a PTF or CCA was the senior available employee exercising a preference on a qualifying vacancy, but was denied the opt in violation of Article 41.2.B.4, an appropriate remedy would be a "make whole" remedy in which the employee would be compensated for the difference between the number of hours actually worked and the number of hours he/she would have worked had the opt been properly awarded.

In those circumstances in which a PTF or CCA worked forty hours per week during the opting period (or forty-eight hours in the case of a six day opt), an instructional cease and desist resolution would be appropriate. This would also be an appropriate remedy in those circumstances in which a reserve letter carrier or an unassigned letter carrier was denied an opt in violation of Article 41.2.B.3.

In circumstances where the violation is egregious or deliberate or after local management has received previous instructional resolutions on the same issue and it appears that a cease and desist remedy is not sufficient to ensure future contract compliance, the parties may wish to consider a further, appropriate compensatory remedy to the injured party to emphasize the commitment of the parties to contract compliance. In these circumstances, care should be exercised to ensure that the remedy is corrective and not punitive, providing a full explanation of the basis of the remedy.

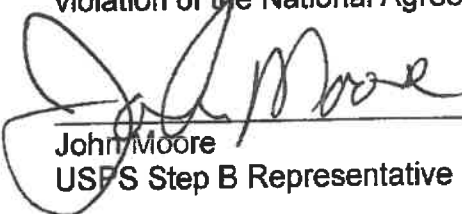
The file contains a previous precedent setting Step B decision which states:

DECISION:

The Dispute Resolution Step B Team has **RESOLVED** this grievance by determining management violated the National Agreement when they improperly removed the Grievant from her opted assignment prior to the duration ending. Management will **cease and desist** from improperly removing carriers from properly awarded hold-downs. In an effort to resolve this instant case, the Grievant will receive a one-time lump sum payment of \$277. Management's Step B Representative will make the necessary payment in GATS.

The above cited Step B decision demonstrates the KCMO installation has previously been instructed, per the language provided on page 41-16 of the JCAM, to cease and desist denying opts. In this instant case, management at the GPO station ignored the Grievant's request to opt on route 835 until the A/MCSO instructed them to do so. The Grievant was not allowed to work the schedule of the opt between 02/08 and 02/19/25,

Based on the file, the documentation provided in this instant case demonstrates a violation of the National Agreement occurred.



John Moore
USPS Step B Representative



Duane Shaffer
NALC Step B Representative

CC: David Teegarden, NBA NALC
Karen Johnson, USPS Formal Step A
Steven Murray, NALC Formal Step A

David Shilney, Director, Field LR
Crystal Simmons, Mgr., HR
Daniel Muskopf, Mgr., LR

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Payout Request History for Grievance
25196027

[HELP](#)

Not Processed By Payroll		Payroll Processed	
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<input checked="" type="checkbox"/> Submitted (Received acknowledgment from Payroll, awaiting processing)		<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			
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Total New: \$1,100.00												
Total Pending: \$0.00												
Total Submitted: \$0.00												
<input type="button" value="Export"/>												

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											



STEP B DECISION

Step B Team: Moore/Shaffer
Mid-America

District: KS-MO

Decision: **RESOLVED**
USPS Number: 4J19N4JC24447265
Grievant: Megan Kuhl
Branch Grievance Number: KC3024-1193
Branch: 30
Installation: Kansas City
Delivery Unit: Gladstone
State: MO, 64118
Incident Date: PP 17-2
Date Informal Step A Initiated: failed to meet
Formal Step A Meeting Date: failed to meet
Date Received at Step B: 9/9/24
Step B Decision Date: 10/28/24
Issue Code: 41.3130
NALC Subject Code: 600198
Original Step B Received Date: NA
Date Sent to Assisting Team: NA

**Formal Step A Representatives are responsible for disseminating
this Step B Decision back to the Informal Step A Designees**

Note – The file provided demonstrates management failed meet at both Informal and Formal Step A or provide any contentions for the file

ISSUE:

Did management violate Article 41, Section 2 of the National Agreement by removing Megan Kuhl from her opt/hold-down assignment during the week of August 3rd, 2024, through August 9th, 2024, at the Gladstone Post Office, and if so, what should the remedy be?

Did management violate Article 15, Section 3.A of the National Agreement along with policy letter M-01517 by failing to comply with the prior Step B decisions or local grievance settlements in the case file, and if so, what should the remedy be?

DECISION:

The Dispute Resolution Step B Team has **RESOLVED** this grievance by determining management violated the National Agreement when they improperly

removed the Grievant from her opted assignment prior to the duration ending. Management will **cease and desist** from improperly removing carriers from properly awarded hold-downs. In an effort to resolve this instant case, the Grievant will receive a one-time lump sum payment of \$277. Management's Step B Representative will make the necessary payment in GATS.

BACKGROUND:

The union alleges management violated the National Agreement by removing the Grievant from her opted assignment.

The union contends at Formal Step A:

- The Grievant opted on route 1840 on 7/24/24
- The Grievant was awarded the opt beginning on 8/5/24
- The duration of the opt had not ended
- The Union notified them this would be a violation and provided supporting documentation
- Management removed the Grievant from her opt
- Management continues to remove carriers from their opt no matter the consequences

Management failed to meet or provide any contentions for the file.

EXPLANATION:

There is no dispute the Grievant was awarded a hold-down on route 1840. Nothing contained in the file demonstrate the duration of the hold-down had ended.

The Joint Contract Administration Manual (JCAM) provides the following language:

Duration of Hold-Down. Article 41.2.B.5 provides that once an available hold-down position is awarded, the opting employee "shall work that duty assignment for its duration." An opt is not necessarily ended by the end of a service week. Rather, it is ended when the incumbent carrier returns, even if only to perform part of the duties—for example, to case but not carry mail.

The JCAM further states:

Removal from Hold-Down. There are exceptions to the rule against involuntarily removing employees from their hold-downs. Part-time flexible employees and city carrier assistants may be "bumped" from their hold-downs to provide sufficient work for full-time employees. Full-time employees are guaranteed forty hours of work per service week. Thus, they may be assigned work on routes held down by part-time or city carrier assistant employees if there is not sufficient work available for them on a particular day (H1N-5D-C 6601, September 11, 1985, M-00097).

In such situations, the part-time flexible or city carrier assistant employee's opt is not terminated. Rather, the employee is temporarily "bumped" on a day-to-day basis. Bumping is still a last resort, as reflected in a Step 4 settlement (H1N-5D-C 7441, October 25, 1983, M- 00293), which provides that:

A PTF or city carrier assistant, temporarily assigned to a route under Article 41, Section 2.B, shall work the duty assignment, unless there is no other eight-hour assignment available to which a full-time carrier could be assigned. A regular carrier may be required to work parts or "relays" of routes to make up a full-time assignment. Additionally, the route of the "hold-down" to which the PTF or city carrier assistant opted may be pivoted if there is insufficient work available to provide a full-time carrier with eight hours of work.

The JCAM provides the following language regarding opting and the appropriate remedies:


Remedies and Opting. Where the record is clear that a PTF or city carrier assistant was the senior available employee exercising a preference on a qualifying vacancy, but was denied the opt in violation of Article 41.2.B.4, an appropriate remedy would be a "make whole" remedy in which the employee would be compensated for the difference between the number of hours actually worked and the number of hours he/she would have worked had the opt been properly awarded.

In those circumstances in which a PTF or city carrier assistant worked forty hours per week during the opting period (or forty-eight hours in the case of a six day opt), an instructional "**cease and desist**" resolution would be appropriate. This would also be an appropriate remedy in those circumstances in which a reserve letter carrier or an unassigned letter carrier was denied an opt in violation of Article 41.2.B.3. [emphasis added]

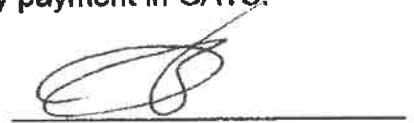
In circumstances where the violation is egregious or deliberate or after local management has received previous instructional resolutions on the same issue and it appears that a "cease and desist" remedy is not sufficient to insure future contract compliance, the parties may wish to consider a further, appropriate compensatory remedy to the injured party to emphasize the commitment of the parties to contract compliance. In these circumstances, care should be exercised to insure that the remedy is corrective and not punitive, providing a full explanation of the basis of the remedy.

Based on the file, the documentation provided demonstrates management violated the National Agreement when they improperly removed the Grievant from her opted assignment prior to the duration ending. Management **MUST cease and desist** improperly removing carriers from properly awarded hold-downs as stated

in Article 41.2.5 of the National Agreement. In an effort to resolve this instant case, the Grievant will receive a one-time lump sum payment of \$277. Management's Step B Representative will make the necessary payment in GATS.



John Moore
USPS Step B Representative



Duane Shaffer
NALC Step B Representative

CC: David Teegarden, NBA NALC
Ady Benitez, USPS Formal Step A
George Knight NALC Formal Step A

David Shilney, Director, Field LR
Crystal Simmons, Mgr., HR
Daniel Muskopf, Mgr., LR

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Payout Request History for Grievance
24447265

[HELP](#)

Not Processed By Payroll		Payroll Processed	
<input checked="" type="checkbox"/> New (Not yet sent to Payroll)	<input checked="" type="checkbox"/> Pending (Not back from Payroll)	<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"/> Submitted (Received acknowledgment from Payroll, awaiting processing)		<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	Outfours		
New		1	\$277.00	KUHL	MEGHAN	2052	PP17 FY2024	FXVZ88	10/28/2024	<input type="button" value="Details"/>	<input type="button" value="Delete"/>	<input type="button" value="Edit"/>
Total New: \$277.00												
Total Pending: \$0.00												
Total Submitted: \$0.00												
<input type="button" value="Export"/>												

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	Outfours
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	Outfours
No Data											



STEP B DECISION

Step B Team: Moore/Shaffer
Mid-America

District: KS-MO

Decision: **RESOLVED**
USPS Number: 4J19N4JC23050451
Grievant: Carolyn McElfresh
Branch Grievance Number: KC3022-1607
Branch: 30
Installation: Kansas City
Delivery Unit: Parkville
State: MO, 64152
Incident Date: 11/14/22
Date Informal Step A Initiated: 11/29/22
Formal Step A Meeting Date: No Meeting
Date Received at Step B: 12/14/22
Step B Decision Date: 01/18/23
Issue Code: 41.3130
NALC Subject Code: 600198
Original Step B Received Date: NA
Date Sent to Assisting Team: NA

**Formal Step A Representatives are responsible for disseminating
this Step B Decision back to the Informal Step A Designees**

*****NOTE: The file fails to demonstrate management scheduled a meeting or
provided any contentions at Formal Step A.*****

ISSUE:

Did management violate Article 41.2.B.3, Article 41.2.B.4, Article 41.2.B.5, Article
15.3.A? If so, what is the appropriate remedy?

DECISION:

The Dispute Resolution Step B Team has **RESOLVED** this grievance by
determining management violated the National Agreement when they failed to
award the Grievant the opt for route 2. Management will **cease and desist** from
denying carriers hold-downs when they are properly requested.

BACKGROUND:

The union alleges management violated the National Agreement by denying the
Grievant an opt.

The union contends at Formal Step A:

- The Grievant is assigned to the Parkville Station
- Numerous attempts were made to schedule a Formal Step A meeting
- The Grievant requested an opt on Route 2 on 11/14/22

Management failed to schedule a meeting or provide any contentions at Formal Step A.

EXPLANATION:

There is no dispute the Grievant requested to opt route 2.

The Joint Contract Administration Manual (JCAM) provides the following language:

Eligibility for opting. Full-time reserve letter carriers, full-time flexible schedule letter carriers, unassigned full-time carriers, PTFs, and CCAs may all opt for hold-down assignments.

The documentation provide demonstrates the Grievant is assigned to the Parkville Station. While the file contains a PS Form 1723 assigning the Grievant to the Parkway Station, the form was never signed by the Grievant or management. The schedules provided in the file demonstrate the Grievant has is assigned and working at the Parkville station.

The JCAM provides the following language regarding opting and the appropriate remedies:

Remedies and Opting. Where the record is clear that a PTF or city carrier assistant was the senior available employee exercising a preference on a qualifying vacancy, but was denied the opt in violation of Article 41.2.B.4, an appropriate remedy would be a "make whole" remedy in which the employee would be compensated for the difference between the number of hours actually worked and the number of hours he/she would have worked had the opt been properly awarded.

In those circumstances in which a PTF or city carrier assistant worked forty hours per week during the opting period (or forty-eight hours in the case of a six day opt), an instructional "cease and desist" resolution would be appropriate. This would also be an appropriate remedy in those circumstances in which a reserve letter carrier or an unassigned letter carrier was denied an opt in violation of Article 41.2.B.3. [emphasis added]

In circumstances where the violation is egregious or deliberate or after local management has received previous instructional resolutions on the same issue and it appears that a "cease and desist" remedy is not sufficient to insure future contract compliance, the parties may wish to consider a further, appropriate

compensatory remedy to the injured party to emphasize the commitment of the parties to contract compliance. In these circumstances, care should be exercised to insure that the remedy is corrective and not punitive, providing a full explanation of the basis of the remedy.

The file is absent any documentation demonstrating how many hours the Grievant worked on the week in question. Furthermore, the file fails to demonstrate any previous cease and desist language has been provided.

The Joint Contract Administration Manual (JCAM) provides the following language:

15.2 Formal Step A (a)

Formal Step A (a)

(a) The Joint Step A Grievance Form appealing a grievance to Formal Step A shall be filed with the installation head or designee. In any associate post office of twenty (20) or less employees, the Employer shall designate an official outside of the installation as the Formal Step A official, and shall so notify the Union Formal Step A representative.

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.

15.2 (d) At the meeting the Union representative shall make a full and detailed statement of facts relied upon, contractual provisions involved, and remedy sought. The Union representative may also furnish written statements from witnesses or other individuals. The Employer representative shall also make a full and detailed statement of facts and contractual provisions relied upon. The parties' representatives shall cooperate fully in the effort to develop all necessary facts, including the exchange of copies of all relevant papers or documents in accordance with Articles 17 and 31. The parties' representatives may mutually agree to jointly interview witnesses where desirable to assure full development of all facts and contentions. In addition, in cases involving discharge either party shall have the right to present no more than two witnesses. Such right shall not preclude the parties from jointly agreeing to interview additional witnesses as provided above.

The file fails to demonstrate management scheduled a meeting at Formal Step A.

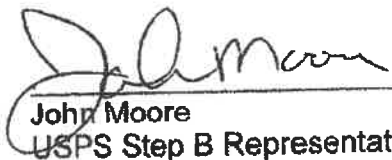
The JCAM further states:

15.3.C. Failure by the Employer to schedule a meeting or render a decision in any of the Steps of this procedure within the time herein provided (including mutually agreed to extension periods) shall be deemed to move the grievance to the next Step of the grievance-arbitration procedure.

Warning. Article 15.3.C can easily be misunderstood. It *does not* mean that grievances are automatically appealed if management fails to issue a timely decision. Rather, if management fails to issue a timely decision (unless the parties mutually agree to an extension) the union must appeal the case to the next step within the prescribed time limits if it wishes to pursue the grievance. In cases where management fails to issue a timely decision, the time limits for appeal to the next step are counted from the date management's decision was due.

When management failed to schedule a meeting, the union appealed the grievance to Step B in order to maintain the timeframes provided in the National Agreement.

Based on the file, the documentation provided demonstrates a violation of the National Agreement occurred.


John Moore
USPS Step B Representative


Duane Shaffer
NALC Step B Representative

CC: David Teegarden, NBA NALC
Steven Symith, USPS Formal Step A
Anthony Morehead, NALC Formal Step A

David Shilney, Director, Field LR
Crystal Simmons, Mgr., HR
Daniel Muskopf, Mgr., LR

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STEP B DECISION

Step B Team: Moore/Shaffer
Mid-America

District: KS-MO

Decision: **RESOLVED**
USPS Number: 4J19N4JC23271810
Grievant: Oscar Ruiz
Branch Grievance Number: KC3023-573
Branch: 30
Installation: Kansas City
Delivery Unit: Hodge Park
State: MO, 64156
Incident Date: 04/21/23
Date Informal Step A Initiated: 04/25/23
Formal Step A Meeting Date: No Meeting
Date Received at Step B: 06/02/23
Step B Decision Date: 07/18/23
Issue Code: 41.3130
NALC Subject Code: 600198
Original Step B Received Date: NA
Date Sent to Assisting Team: NA

**Formal Step A Representatives are responsible for disseminating
this Step B Decision back to the Informal Step A Designees**

*****NOTE: Management failed to schedule a meeting or provide any
contentions at Formal Step A.*****

ISSUE:

Did management violate Article 41.2.B.4, Article 41.2.B.5 and M-o1819, and if so,
what is the appropriate remedy?

Did management violate Article 15 of the National Agreement by failing to
schedule/meet/render a decision at Formal Step A, and if so, what is the
appropriate remedy?

DECISION:

The Dispute Resolution Step B Team has **RESOLVED** this grievance by
determining management violated the National Agreement when they improperly
removed the Grievant from his hold-down on route 58008 at the Hodge Park

Station during the period in question. If the hold-down is still available, the Grievant will immediately be returned to the hold-down until the duration ends in accordance with the language provided in Article 41. Furthermore, management will **cease and desist** from improperly removing carriers from properly awarded hold-downs.

Management will abide by the language contained in Article 15 of the National Agreement.

BACKGROUND:

The union alleges management violated the National Agreement by removing the Grievant from his opted assignment.

The union contends at Formal Step A:

- The Grievant was removed from his opt on 04/21/23 and sent to GPO
- This is a continuing issue

Management failed to meet at Formal Step A.

EXPLANATION:

There is no dispute the Grievant was awarded and removed from the opt/hold-down on route 58008. Management failed to offer anything in the file to dispute the opt.

The Joint Contract Administration Manual (JCAM) provides the following language:

Duration of Hold-Down. Article 41.2.B.5 provides that once an available hold-down position is awarded, the opting employee "shall work that duty assignment for its duration." An opt is not necessarily ended by the end of a service week. Rather, it is ended when the incumbent carrier returns, even if only to perform part of the duties—for example, to case but not carry mail.

The JCAM further states:

Removal from Hold-Down. There are exceptions to the rule against involuntarily removing employees from their hold-downs. Part-time flexible employees and city carrier assistants may be "bumped" from their hold-downs to provide sufficient work for full-time employees. Full-time employees are guaranteed forty hours of work per service week. Thus, they may be assigned work on routes held down by part-time or city carrier assistant employees if there is not sufficient work available for them on a particular day (H1N-5D-C 6601, September 11, 1985, M-00097).

In such situations, the part-time flexible or city carrier assistant employee's opt is not terminated. Rather, the employee is temporarily "bumped" on a day-to-day

basis. Bumping is still a last resort, as reflected in a Step 4 settlement (H1N-5D-C 7441, October 25, 1983, M- 00293), which provides that:

A PTF or city carrier assistant, temporarily assigned to a route under Article 41, Section 2.B, shall work the duty assignment, unless there is no other eight-hour assignment available to which a full-time carrier could be assigned. A regular carrier may be required to work parts or "relays" of routes to make up a full-time assignment. Additionally, the route of the "hold-down" to which the PTF or city carrier assistant opted may be pivoted if there is insufficient work available to provide a full-time carrier with eight hours of work.

The documentation contained in the file fails to demonstrate the duration of the hold-down had ended. The file further demonstrates the Grievant was sent to work in another office.

The JCAM provides the following language regarding opting and the appropriate remedies:

Remedies and Opting. Where the record is clear that a PTF or city carrier assistant was the senior available employee exercising a preference on a qualifying vacancy, but was denied the opt in violation of Article 41.2.B.4, an appropriate remedy would be a "make whole" remedy in which the employee would be compensated for the difference between the number of hours actually worked and the number of hours he/she would have worked had the opt been properly awarded.

In those circumstances in which a PTF or city carrier assistant worked forty hours per week during the opting period (or forty-eight hours in the case of a six day opt), an instructional "cease and desist" resolution would be appropriate. This would also be an appropriate remedy in those circumstances in which a reserve letter carrier or an unassigned letter carrier was denied an opt in violation of Article 41.2.B.3. [emphasis added]

In circumstances where the violation is egregious or deliberate or after local management has received previous instructional resolutions on the same issue and it appears that a "cease and desist" remedy is not sufficient to insure future contract compliance, the parties may wish to consider a further, appropriate compensatory remedy to the injured party to emphasize the commitment of the parties to contract compliance. In these circumstances, care should be exercised to insure that the remedy is corrective and not punitive, providing a full explanation of the basis of the remedy.

The above language is clear, concise and leaves no room for interpretation. Management must cease and desist denying the Grievant's right to work his opted assignment.

The file further demonstrates this grievance was initially remanded back due to no meeting being scheduled, the PS Form 8190 not being completed properly, and the file failing to demonstrate the grievance was properly appealed to Formal Step A.

The JCAM provides the following obligations:

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.

At the meeting the Union representative shall make a full and detailed statement of facts relied upon, contractual provisions involved, and remedy sought. The Union representative may also furnish written statements from witnesses or other individuals. The Employer representative shall also make a full and detailed statement of facts and contractual provisions relied upon. The parties' representatives shall cooperate fully in the effort to develop all necessary facts, including the exchange of copies of all relevant papers or documents in accordance with Articles 17 and 31. The parties' representatives may mutually agree to jointly interview witnesses where desirable to assure full development of all facts and contentions. In addition, in cases involving discharge either party shall have the right to present no more than two witnesses. Such right shall not preclude the parties from jointly agreeing to interview additional witnesses as provided above.

The file demonstrates management was provided multiple opportunities to schedule the Formal Step A meeting yet failed to do so. When management fails to schedule a meeting, the JCAM provides for the following recourse:

15.3.C. Failure by the Employer to schedule a meeting or render a decision in any of the Steps of this procedure within the time herein provided (including mutually agreed to extension periods) shall be deemed to move the grievance to the next Step of the grievance-arbitration procedure.

To further explain the above cited language, the parties at the National level agreed upon the following narrative:

Warning. Article 15.3.C can easily be misunderstood. It *does not* mean that grievances are automatically appealed if management fails to issue a timely decision. Rather, if management fails to issue a timely decision (unless the parties mutually agree to an extension) the union must appeal the case to the next step

within the prescribed time limits if it wishes to pursue the grievance. In cases where management fails to issue a timely decision, the time limits for appeal to the next step are counted from the date management's decision was due.

Based on the file, the documentation provided demonstrates a violation of the National Agreement when they improperly removed the Grievant from his hold-down on route 58008 at the Hodge Park Station during the period in question. If the hold-down is still available, the Grievant will immediately be returned to the hold-down until the duration ends in accordance with the language provided in Article 41. Furthermore, management will **cease and desist** from improperly removing carriers from properly awarded hold-downs.


John Moore
USPS Step B Representative


Duane Shaffer
NALC Step B Representative

CC: David Teegarden, NBA NALC
Velinzo Royall, USPS Formal Step A
Deborah Stevenson, NALC Formal Step A

David Shilney, Director, Field LR
Crystal Simmons, Mgr., HR
Daniel Muskopf, Mgr., LR

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STEP B DECISION

Step B Team: Brown/Best
Mid-America

District: KS-MO

Decision: **RESOLVED**
USPS Number: 4J19N4JC23383484
Grievant: Class Action
Branch Grievance Number: KC3023-1227
Branch: 30
Installation: Kansas City
Delivery Unit: Hodge Park
State: MO, 64156
Incident Date: 7/01/23
Date Informal Step A Initiated: 7/31/23
Formal Step A Meeting Date: 8/11/23
Date Received at Step B: 8/22/23
Step B Decision Date: 9/15/23
Issue Code: 41.3130
NALC Subject Code: 600198
Original Step B Received Date: NA
Date Sent to Assisting Team: NA

**Formal Step A Representatives are responsible for disseminating
this Step B Decision back to the Informal Step A Designees**

ISSUE:

Did management violate Article 41.2.B.4, Article 41.2.B.5 and M-01819, and if so, what is the appropriate remedy?

Did management violate Article 15 of the National Agreement by failing to schedule/meet/render a decision at Formal Step A, and if so, what is the appropriate remedy?

DECISION:

The Dispute Resolution Step B Team has **RESOLVED** this grievance by determining management violated the National Agreement when they improperly removed the Grievant Ruiz from his hold-down on route 58028. Carrier Velasco was on a higher-level assignment route 19050 at the Hodge Park Station during the period in question. In accordance with Article 25.4 of the National Agreement a higher-level assignment does not have a duration. If the hold-down is still

available, the Grievant (Ruiz) will immediately be returned to the hold-down until the duration ends in accordance with the language provided in the National Agreement. Furthermore, management will **cease and desist** from improperly removing carriers from properly awarded hold-downs. The carrier listed below will receive a onetime lump sum payment of \$600.00. The Management Step B Representative will make the payment in GATS.

- Ruiz EIN 06393724 \$600.00

Management will abide by the language contained in Article 15 of the National Agreement.

BACKGROUND:

The union alleges management violated the National Agreement by removing the Carriers from their opted assignment and higher-level assignment in accordance with the National Agreement.

The union contends at Formal Step A:

- Carrier Ruiz was removed from his opt on 07/01/23, and sent to Raytown Post Office
- Carrier Velasco was removed from his higher-level assignment on 07/01/2023, and sent to James Crews
- This is a continuing issue in the Kansas City Installation

Management contends at Formal Step A.

- Oscar and Billy both put in manual bids which would break their hold down when awarded.

EXPLANATION:

There is no dispute the Carrier Ruiz was awarded and removed from the opt/hold-down on route 58028.

The Joint Contract Administration Manual (JCAM) provides the following language:

Duration of Hold-Down. Article 41.2.B.5 provides that once an available hold-down position is awarded, the opting employee “shall work that duty assignment for its duration.” An opt is not necessarily ended by the end of a service week. Rather, it is ended when the incumbent carrier returns, even if only to perform part of the duties—for example, to case but not carry mail.

The JCAM further states:

Removal from Hold-Down. There are exceptions to the rule against involuntarily removing employees from their hold-downs. Part-time flexible employees and city carrier assistants may be "bumped" from their hold-downs to provide sufficient work for full-time employees. Full-time employees are guaranteed forty hours of work per service week. Thus, they may be assigned work on routes held down by part-time or city carrier assistant employees if there is not sufficient work available for them on a particular day (H1N-5D-C 6601, September 11, 1985, M-00097).

In such situations, the part-time flexible or city carrier assistant employee's opt is not terminated. Rather, the employee is temporarily "bumped" on a day-to-day basis. Bumping is still a last resort, as reflected in a Step 4 settlement (H1N-5D-C 7441, October 25, 1983, M- 00293), which provides that:

A PTF or city carrier assistant, temporarily assigned to a route under Article 41, Section 2.B, shall work the duty assignment, unless there is no other eight-hour assignment available to which a full-time carrier could be assigned. A regular carrier may be required to work parts or "relays" of routes to make up a full-time assignment. Additionally, the route of the "hold-down" to which the PTF or city carrier assistant opted may be pivoted if there is insufficient work available to provide a full-time carrier with eight hours of work.

The documentation contained in the file fails to demonstrate the duration of the hold-down had ended.

The JCAM provides the following language regarding opting and the appropriate remedies:

Remedies and Opting. Where the record is clear that a PTF or city carrier assistant was the senior available employee exercising a preference on a qualifying vacancy, but was denied the opt in violation of Article 41.2.B.4, an appropriate remedy would be a "make whole" remedy in which the employee would be compensated for the difference between the number of hours actually worked and the number of hours he/she would have worked had the opt been properly awarded.

In those circumstances in which a PTF or city carrier assistant worked forty hours per week during the opting period (or forty-eight hours in the case of a six day opt), an instructional "cease and desist" resolution would be appropriate. This would also be an appropriate remedy in those circumstances in which a reserve letter carrier or an unassigned letter carrier was denied an opt in violation of Article 41.2.B.3. [emphasis added]

In circumstances where the violation is egregious or deliberate or after local management has received previous instructional resolutions on the same issue and it appears that a "cease and desist" remedy is not sufficient to insure future contract compliance, the parties may wish to consider a further, appropriate compensatory remedy to the injured party to emphasize the commitment of the

parties to contract compliance. In these circumstances, care should be exercised to insure that the remedy is corrective and not punitive, providing a full explanation of the basis of the remedy.

The above language is clear, concise and leaves no room for interpretation. Management must cease and desist denying the Carrier's right to work their opted assignment.

The Joint Contract Administration Manual on page 41-4:

Unassigned full-time carriers and full-time flexible carriers may bid on duty assignments posted for bids by employees in the craft. If the employee does not bid, assignment of the employee may be made to any vacant duty assignment for which there was no senior bidder in the same craft and installation. In the event there is more than one vacancy due to the lack of bids, these vacancies may be filled by assigning the unassigned full-time carriers and full-time flexible carriers, who may exercise their preference by use of their seniority. In the event that there are more unassigned full-time carriers and full-time flexible carriers than vacancies, these vacancies may be filled by assigning the unassigned employees by juniority.

The JCAM on page 41-4 goes on to state the following:

- When there is no bid, the assignment of an unassigned regular or fulltime. flexible letter carrier shall be by juniority (inverse seniority).
- When there is more than one vacancy and there are no bids, the unassigned carriers or full-time flexible carriers assigned to the vacancies may select their individual assignments by seniority.

When a carrier or carriers are assigned (not a voluntary bid) to a residual full-time vacancy, and those carriers exercises their preference through seniority per Article 41.1.A.7, they may not be involuntarily removed from a hold-down to fill the vacancy. Voluntarily bidding on a vacant assignment in accordance with Article 41.1.B and 41.1.C is different and separate from a carrier using seniority to preference a route which is being assigned under the provisions of Article 41.1.A.7. A carrier assigned under Article 41.1.A.7 may not be required to work the new assignment until their hold-down ends. Also see MOU Re: Opting Durations on pages 222 and 223 of the 2016-2019 National Agreement. There is also no dispute Carrier Velasco was awarded and removed from the higher-level assignment on route 01950.

The Joint Contract Administration Manual states on page 25-4:


Higher Level Bargaining Unit Work. Article 25.4 sets forth rules for filling temporarily vacant, bargaining unit, higher level positions. The rules depend upon the duration of the vacancy. For a vacancy of less than five working days, any

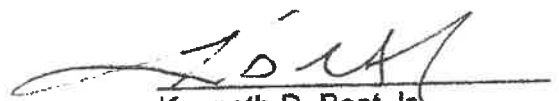
employee may be selected from those who are senior, qualified, eligible, and available in the immediate work area in which the vacancy occurs. For a vacancy of five working days or more, the senior, qualified, eligible, and available volunteer in the immediate work area must be selected. All qualified letter carriers, including part-time flexibles and full-time regular letter carriers with bid positions are eligible to apply for higher level assignments under the provisions of this section.

An employee properly selected for a higher level assignment may voluntarily remain on the assignment as long as they remain eligible, qualified, and available in the immediate work area. However, unlike the provisions of Article 41.2.B.3-5, Article 25.4 does not have a duration clause. **Therefore, the assignment to higher level does not limit or supersede management's right to assign full-time unassigned regular employees under the provision of Article 41.1.A.7 which could possibly remove the employee from the immediate work area of the available position. Likewise, the assignment to higher level does not limit or supersede a carrier's right to bid, opt, or return to their bid position.**

The above language is clear the assignment to higher-level does not limit or supersede management's right to assign full-time assigned regular employees under the provisions of Article 41.1.A.7 which could possibly remove the employee from the immediate work area of available position.

Based on the file, the documentation provided demonstrates a violation of the National Agreement when they improperly removed the Grievant from his hold-down on route 58028 at the Hodge Park Station during the period in question. If the hold-down is still available, the Grievant (Ruiz) will immediately be returned to the hold-down until the duration ends in accordance with the language provided in Article 41. Furthermore, management will **cease and desist** from improperly removing carriers from properly awarded hold-downs.


Steven R. Brown
USPS Step B Representative


Kenneth D. Best Jr
NALC Step B Representative

CC: David Teegarden, NBA NALC
B. J. Morrow, USPS Formal Step A
Anthony Morehead, NALC Formal Step A

David Shilney, Director, Field LR
Crystal Simmons, Mgr., HR
Daniel Muskopf, Mgr., LR

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Unions Contention

Step B Decision

Billy Velasco Hold Down

Oscar Ruiz Hold Down