



Date Received at Step B (MM/DD/YYYY)

### USPS-NALC Joint Step A Grievance Form

#### INFORMAL STEP A — NALC Shop Steward Completes This Section (See Instructions on page 2.)

1. Grievant's Name (Last, first, middle initial) <b>Class Action</b>		2. Grievant's Telephone No. (Include area code)	
3. Seniority Date (MM/DD/YYYY)	4. Status (Check one) <input type="checkbox"/> FT <input type="checkbox"/> FTF <input type="checkbox"/> PTR <input type="checkbox"/> PTF <input type="checkbox"/> CCA		5. Grievant's Employee Identification Number (EIN)
6. District, Installation, Work Unit, ZIP Code® <b>CO/WY, Greeley, Downtown, 80631</b>		7. Finance No. <b>07-3961</b>	
8. NALC Branch No. <b>324</b>	9. NALC Grievance No. <b>3119-GO-070</b>	10. Incident Date (MM/DD/YYYY) <b>11-20-2019</b>	11. Date Discussed With Supervisor (Filing date) <b>12-21-19</b>
12a. Companion MSPB Appeal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		12b. Companion EEO Appeal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
13a. Supervisor's Printed Name, Initials, and Telephone No. <b>Debra Buchholz 970392-2782</b>		13b. Steward's Printed Name, Initials, and Telephone No. <b>Gaylan Olander</b>	

#### FORMAL STEP A — Formal Step A Parties Complete This Section (See Instructions on page 2.)

14. USPS Grievance No.: Obtain prior to Formal Step A meeting.

15. Issue Statement: Provide contract provision(s) and frame the issue(s).

16. Undisputed Facts: List and attach all supporting documents. Use additional paper if necessary. Attachments?  No    Yes   Number \_\_\_\_

This grievance is timely.      *o*

17. UNION'S full, detailed statement of disputed facts and contentions: List and attach all supporting documents. Use additional paper if necessary. Attachments?  No    Yes   Number \_\_\_\_

18. MANAGEMENT'S full, detailed statement of disputed facts and contentions: List and attach all supporting documents. Use additional paper if necessary. Attachments?  No    Yes   Number \_\_\_\_

19a. Union Representative: Enter the remedy requested by the union.

19b. Settlement Offer: List any settlement offers by either party on page 3.

20. Disposition (Check one)  Resolved    Withdrawn    Not Resolved   Date of Formal Step A Meeting (MM/DD/YYYY) **4/2/2020**

21a. USPS Representative's Name <b>Dan Jones</b>	21b. Telephone No. (Include area code)
21c. USPS Representative's Signature <i>Dan Jones</i>	21d. Date (MM/DD/YYYY) <b>4/2/2020</b>
22a. NALC Representative's Name <b>Richard Byrne</b>	22b. Telephone No. (Include area code)
22c. NALC Representative's Signature <i>Richard Byrne</i>	22d. Date (MM/DD/YYYY) <b>4/2/2020</b>



Management understands the previous failures of not having the Carrier Technicians not following their string or proper order normally but claim that there are times when local management may need to request the Carrier Technician to change for the day but they will not be forced by management. Management at Formal A agrees that if the Carrier Technician isn't willing to move to another route on their string, they will not be forced by a supervisor to do so.

The union has filed multiple grievances in the recent past, 3119-GO-014 & 3119-GO-031, due to the violations of the LMOU and the preferential treatment given to certain carrier technicians at both offices in the installation on a weekly basis.

The parties at Formal A understand that those abuses and violations temporarily ceased, and supervisors were made aware of the contractual language in the National Agreement and the LMOU.

Shortly after the settlements of 3119-GO-014 and 3119-GO-031, the abuses of moving carrier technicians by supervisors started up again. Certain supervisors believed that they could intimidate carrier technicians into moving to another route and "help" them out to get the work done. Many carrier technicians move voluntarily only so they don't have a target put on their back by management. Some carrier technicians take advantage of a vacant route on their string that is a nicer route and ask to move from the more difficult, longer route.

On August 16<sup>th</sup>, 2019, grievance #3119-GO-045 was filed due to the continued violations with carrier technicians approaching the supervisor desk every morning looking to move assignments from the bid assignment they were scheduled to carry.

**The Formal A parties mutually agreed:**

*The parties at the Formal A level mutually agree to the following that will be for the whole Greeley Installation:*

- 1. Carrier Technicians will normally stay on his/her schedule route and maintain, as near as possible, the same schedule as does the regular carrier.*
- 2. A carrier technician will work the duty assignment as bid (normal sequence of routes) and will not be bumped off their scheduled routes unless:*
  - A. The carrier technician agrees **and***
  - B. There is a route on the carrier technician's string that is open.*

*The parties also mutually agree that the word "bumped" refers to a carrier forcing another carrier to move to another route. i.e. an ODL carrier coming in on their non-scheduled day and "bumping" the T6 to another route*

*The parties at the Formal A level mutually agree that a supervisor cannot force a Carrier Technician to switch routes out of order on their string.*

*The parties at the Formal A level mutually agree that any Carrier Technician may not approach a supervisor and request to be moved to another route on their string "out of sequence". If the regular carriers are changing non-scheduled days, PS Form 3189's must be signed and approved by the carriers of the routes involved. It is not necessary for the Carrier Technician to approve the PS Form 3189's if the NS days are changed between routes on the string.*

The violations continued after this settlement. Supervisors were under the impression that they could move carrier technicians around if it made good 'business sense' for the USPS. Instead of carriers approaching the supervisor's desk in the morning, the supervisors would now approach the carrier technicians and ask them if they would help them out by moving to the other route and "volunteer" to make the move. Again, several of the carrier technicians felt trapped that they didn't have a choice and didn't want a target on their back and moved to the other route.

On October 1<sup>st</sup>, grievance #3119-GO-055 was filed. Steward Gaylan Olander noticed that many carrier technicians weren't even getting eight hours on their own assignment for the day and being moved to multiple routes on the string.

**With this new issue coming up, a settlement was mutually agreed by the Formal A parties as follows:**

*The parties at the Formal A level mutually agree to the following that will be for the whole Greeley Installation:*

- 1. Carrier Technicians will normally stay on his/her schedule route and maintain, as near as possible, the same schedule as does the regular carrier.*
- 2. A carrier technician will work the duty assignment as bid (normal sequence of routes) and will not be bumped off their scheduled routes unless:*
  - A. The carrier technician agrees and*
  - B. There is a route on the carrier technician's string that is open.*

*The parties also mutually agree that the word "bumped" refers to a carrier forcing another carrier to move to another route. i.e. an ODL carrier coming in on their non-scheduled day and "bumping" the T6 to another route*

*The parties at the Formal A level mutually agree that a supervisor cannot force a Carrier Technician to switch routes out of order on their string.*

*The parties at the Formal A level mutually agree that any Carrier Technician may not approach a supervisor and request to be moved to another route on their string "out of sequence". If the regular carriers are changing non-scheduled days, PS Form 3189's must be signed and approved by the carriers of the routes involved. It is not necessary for the Carrier Technician to approve the PS Form 3189's if the NS days are changed between routes on the string.*

*The parties at the Formal A level mutually agree that if the volume, along with additional data, shows that there is eight (8) hours of work for the Carrier Technician on their assigned route for the day, the Carrier Technician will be required to do the work and it won't be handed out to a CCA unless there is approved leave. (added language from previous settlements)*

There were multiple violations concerning this situation held in abeyance until this decision came back from the Step B team. There have also been many other grievances filed after this decision was received concerning Carrier Technicians being moved to other routes on their string in violation of the LMOU and previous settlements.

The union contends that management believes they can move carrier technicians at a moment's notice when it makes good 'business sense' in the office. If this was the case, then why is there a required posting for bid assignment when it was bid by the technician.

**Article 41 of the JCAM is clear:**

*41.1.C.4 4. 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.*

***Carrier Technician Assignments.** The five routes on a Carrier Technician's string or group which constitute a full-time duty assignment are normally carried in the posted sequence. In the absence of any Local Memorandum of Understanding provisions or binding past practice concerning this issue (Article 5), management has discretion to move a Carrier Technician off the assignment he or she is working in the regular rotation to another route on the Carrier Technician's string. If a Carrier Technician is moved to another route on the string, that route becomes the carrier's assignment on that day for the purposes of Article 41.1.C.4 and the application of the overtime provisions of Article 8.5.*

The LMOU for the Greeley Installation is clear. It specifically states carrier technicians will normally stay on his/her scheduled route and maintain, as near as possible, the same schedule as does the regular carrier. The LMOU also states **"a carrier technician will work the duty assignment as bid (normal sequence of routes) and will not be bumped off their scheduled route unless..."**

At the Greeley Installation, we have had some carrier technicians take advantage of this issue and frequently "agree" to never carry certain routes on their bid assignment because they don't care for them. Working with local management, the Formal A parties have settled several grievances to hopefully resolve these issues, but it still is occurring by certain supervisors at the Greeley Installation.

The union contends that this should be a black and white issue and is a clear violation of the LMOU and the National Agreement. Management believes that they have the flexibility of moving carrier technicians for business sense for the USPS. This is where we disagree at the Formal A level and it is now backed up by the Step B team that local management must follow the LMOU along with all previous settlements as it relates to the movement of a Carrier Technician on his or her group of routes.

**(19) Remedy requested / offered:**

This settlement for the Greeley Installation is precedent setting not only at the Greeley Downtown Station but for the entire Greeley Installation at Formal A.

This settlement shall be used to resolve all issues concerning the movement of a Carrier Technician on his or her group of routes from November 2019 through March 31<sup>st</sup>, 2020. The parties mutually agree at Formal A that any future issues involving the movement of a Carrier Technician shall follow the new precedent setting resolution along with Step B Decision E16N-4E-C 20090601.

