



American Postal Workers Union, AFL-CIO

STEP 1 GRIEVANCE  
OUTLINE WORKSHEET

GRIEVANT/PERSON OR UNION (Last Name First)			ADDRESS		CITY	STATE	ZIP	PHONE NO.
Action, Class			525 Royal Parkway		Nashville	TN	37211	(615) 885-2833
EIN	CRAFT	STATUS	LEVEL	STEP	DUTY HOURS	OFF DAYS	E-MAIL	
Varies	37 - Clerk	Varies	Varies	Varies	Varies	Varies	Ronaldarmstrongapwu@gmail.com	
JOB NO./PAY LOCATION (UNIT/SEC/CR/STA/OFC)			POSTAL INSTALLATION LEVEL		WORK LOCATION CITY/ZIP CODE		SENIORITY	PREF. ELIGIBLE
Nashville P&DC								
NATURE OF ISSUE		CONTRACT		DATE	LOCAL GRIEVANCE NO.		NATIONAL GRIEVANCE NO.	
Assignment off III or Injured Regular Workforce		CBA/7, CBA/13, CBA/19		10/27/2023	102723RA1		EGS5-23-001634	
UNIT/SEC/BR/STA/OFC				STEP 1 MEETING	USPS SUPERVISOR		STEWARD	
Human Resources					Fjerestad, Greg		armstrong, ron	
STEP 1 DECISION BY (NAME AND TITLE)					STEP 1 DECISION	INITIALS (ONLY VERIFIES DATE OF DECISION)		
Background:								
<p>Articles 1.5, 7.2 and 13.4, 15,37, ELM 546, EL303, JCIM            The Union contends the Service violated ELM 546, Article 13.4.M, 37.3.A.1 and the MOU for Temporary Assignment, Reassignment and Reemployment in APWU represented crafts of employees injured on the job when they provided an offer of a limited duty assignment to injured Letter Carrier Christa May, HR CL LOSVC COM MGT as at the General Mail Facility.</p> <p>The Union further contends this is a continuing violation grievance. The JCIM states, "A continuing contract violation is an exception to the general rule for grievance time limits. Where the Union asserts that the alleged contractual violation has been on a continuing basis, a grievance filed within fourteen (14) days of an event would be considered timely. However, any liability normally could not extend retroactively more than fourteen (14) days prior to initiation of the grievance.</p> <p>The Union contends the Agency never gave an advanced written notice to the APWU Local President of the carrier being assigned into the clerk craft in accordance with Article 13.4.M of the CBA and JCIM which states, "Management will give the Local Union President advance written notification when it is proposed to reassign an ill or injured light or limited duty employee to a cross-craft assignment into an APWU represented craft."</p> <p>The Union contends the job offer was given to Christa May without prior written notice to the APWU Local Union President as required by Article 13.4.M of the CBA and the Union contends this a fatal error. This position is supported by Arbitrator Randall Kelly in B15C-4C-C 18269861 where he states, "the local union president was not informed of management's intent to put an injured carrier into the clerk craft prior to doing so. This is a fatal error on management's part which the Union feels renders the duty assignment null and void. The Notification must occur prior to being offered to the employee, not as a courtesy, but as an effort to afford the local president an opportunity to provide input and to assure that ELM 546's pecking order is being adhered to.</p> <p>Every day the Postal Service utilizes injured carrier Christa May to perform clerk craft work is a new incident and a new violation of the parties Collective Bargaining Agreement. This was not a one-time incident in which the Union is attempting to file a grievance after the 14-day time limit. This is an ongoing violation and the rights of the APWU to protect our bargaining unit work should not be waived. By not filing right away on a continual violation, the Union does not lose their right to file on the violation. All it does is limit the right of the remedy to go back more than 14 days from the time the Union files the Step 1 grievance. There is no dispute that Christa May was working in the clerk craft the day the grievance was filed as well as the 14 days prior to that date. Therefore, the Union contends this grievance was timely filed.</p> <p>The modified job offer given to Christa May was not uniquely created as required by the Temporary Assignment, Reassignment or Reemployment in APWU Represented Crafts of Employees Injured on the Job MOU. This job offer is clearly a newly created duty assignment that was simply given to Christa May instead of posting it for bid to the clerk craft in accordance with Article 37.3.A.1 of the CBA.</p> <p>Article 7.2 issue. The JCIM states, "Generally, when the Union establishes that an employee was assigned across craft lines or occupational groups in violation of Article 7.2.B or 7.2.C, a "make whole" remedy requires the payment (at the appropriate rate) to the available and qualified employee(s) who would have been scheduled to work but for the contractual violation."</p> <p>The Union further contends that the parties negotiated the March 20, 2014, Filling of Residual Vacancy Clerk Craft MOU which came after the 2012 MOU and it states, "During the term of this Agreement no reassignments in the Clerk Craft will be made within or between installations or from other crafts, unless the reassignment is made based on mutual exchange in accordance with Article 37.2.D.7, or through the Article 12 involuntary reassignment process or pursuant to this Agreement." Christa May did not do a mutual exchange nor was he/she excessed into the clerk craft.</p>								
Corrective action:								
<p>Make the Union and employees whole in all aspects.            Including, but not limited to, a remedy which includes a cease-and-desist order of assigning injured employees into APWU represented crafts, in violation of our Collective Bargaining Agreement.            The removal of Carrier Christa May from the Clerk Craft.            The posting of a newly created desirable duty assignment for clerk employees to bid on.            Pay the successful bidder of said duty assignment all entitled out of schedule, holiday and premium pay resulting from the delayed posting of said assignment.            Pay the APWU disenfranchised clerk employees for all hours worked by Carrier Christa May beginning 14-days prior to the filing of this grievance and continuing until the violation ceases.            Make grievance whole in all aspects</p>								

Management response:

A large, empty rectangular box with a light green background, intended for providing a management response.