

**RESOLVE**



**STEP B DECISION**

<b>Step B Team:</b>	Decision:	<b>RESOLVE</b>
USPS:	USPS Number:	<b>G11N-4G-C 1759 5186</b>
<b>Alex Zamora</b>	Grievant:	<b>Class</b>
NALC:	Branch Grievance Number:	<b>421-644-17</b>
<b>Louise Jordan</b>	Branch:	<b>421</b>
	Installation:	<b>San Antonio</b>
Deciding District:	Delivery Unit:	<b>Highland Hills</b>
<b>Rio Grande</b>	State:	<b>TX</b>
	Incident Date:	<b>06/30/2017</b>
	Informal Step A Meeting:	<b>08/05/2017</b>
	Formal Step A Meeting:	<b>08/11/2017</b>
USPS Formal A:	Received at Step B:	<b>08/29/2017</b>
<b>Arnulfo Jasso</b>	Step B Decision Date:	<b>09/18/2017</b>
NALC Formal A:	Issue Code:	<b>08.5400</b>
<b>Katherine Ruffo</b>	NALC Subject Code:	<b>120050</b>

**ISSUE:**

Did management violate Article 8 of the National Agreement when they failed to maintain equitable distribution of overtime for the second quarter of 2017 (April – June)? If so, what is the remedy?

**DECISION:**

The Dispute Resolution Team (DRT) mutually agreed to **RESOLVE** this grievance. The case file evidenced a violation. The carriers in the table below are awarded the monetary amounts listed by their names. The payments associated with the monetary remedy have been processed at Step B; no further action is needed at the local level to process these payments. See the DRT Explanation below.

NAME	EIN	Monetary Remedy
PEDDLE, J.A.	03461906	<b>\$2733.38</b>
DANIELS, C.A.	04018048	<b>\$1440.38</b>

**EXPLANATION:**

Following the second quarter of 2017, the union filed a grievance protesting the inequitable distribution of overtime in that quarter. Able to achieve only a partial resolution through the Informal and Formal A steps of the grievance procedure, the union appealed to Step B.

**The union** contends management assigned overtime to carriers inequitably during the second quarter of 2017. The union contends that overtime was not distributed equitably on days when carriers were available. The union contends the makeup hours of 49.50, carried forward for Carrier Peddle from the third quarter of 2016 (July, August and September) identified in the Step B decision G11N-4G-C 1720 0585 were not made up. The union contends the makeup hours of 2.77 for Carrier Daniels from the first quarter of 2017 (January, February and March) as resolved on the PS Form 8190 Formal A settlement for grievance 421-340-17 were not made up. The union also argued that when carriers were available that equitable opportunities were not provided by management.

**Management** contends that Article 3 gives them the exclusive right to schedule and determine the methods, means and personnel by which operations are to be conducted. Management further contends that all ODL carriers were used on the dates cited. Management states they have three things to consider to meet the goals of the United States Postal Service, safety, service and the window of operations. Management further states it is not always possible to maintain equitability and they cannot foresee how much overtime will be needed in the future.

**The DRT** reviewed the case file and determined overtime hours and opportunities were inequitably distributed in the second quarter of 2017. The Informal A parties did agree to a partial resolution of this grievance paying two of the four carriers identified as having inequitable hours by the union. The Formal A management party did not address the union contention of makeup hours due for Carriers Peddle and Daniels. The DRT agreed to a monetary remedy for Carriers Peddles of 23.39 hours for the second quarter 2017 plus the 49.50 makeup hours for the third quarter 2016. The DRT agreed to a monetary remedy for Carrier Daniels of 35.64 hours for the second quarter 2017 plus the 2.77 makeup hours for the first quarter 2017.

The spreadsheet provided by management for equitability was confusing and difficult to follow and did not clearly track the hours of overtime or opportunities being associated to each carrier. The DRT recommends some modifications to this spreadsheet prior to the 10/01/2017 requirement of posting it weekly.

The following excerpts from Article 8.5.C of the National Agreement and explanatory JCAM language outline management's responsibilities in assigning overtime among the overtime desired list carriers:

*8.5.C.2.a When during the quarter the need for overtime arises, employees with the necessary skills having listed their names will be selected from the "Overtime Desired" list.*

*5.C.2.b During the quarter every effort will be made to distribute equitably the opportunities for overtime among those on the "Overtime Desired" list.*

*5.C.2.c. In order to insure equitable opportunities for overtime, overtime hours worked and opportunities offered will be posted and updated quarterly.*

***Equitable Distribution of Overtime Opportunities.*** Seniority does not govern the availability of overtime work for those letter carriers who wish to work overtime. Nor is overtime distributed on a rotating basis. Rather, Article 8.5.C.2 provides that for those carriers who sign the Overtime Desired List, overtime "opportunities" must be distributed "equitably" (i.e., fairly). This does not mean that actual overtime hours worked must be distributed equally.

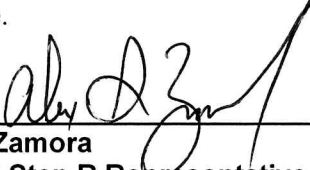
*National Arbitrator Bernstein ruled in H1N-5G-C 2988, August 14, 1986 (C-06364), that in determining "equitable" distribution of overtime, the number of hours of overtime as well as the number of opportunities for overtime must be considered. Overtime worked on a letter carrier's own route on a regularly scheduled day is not counted or considered in determining whether overtime has been equitably distributed among carriers on the list. Missed opportunities for overtime—i.e. one OTDL carrier worked instead of another— must be made up for with equitable distribution of overtime during the quarter unless the bypassed carrier was not*

available—i.e. the carrier was on leave or working overtime on his/her own route on a regularly scheduled day, etc. (See the explanation under Article 8.5.C.2.d).

Since full-time flexible employees may have flexible reporting locations within an installation (Article 7), determining whether overtime has been “equitably” distributed can become complex. Of course, if a full-time flexible works within the same overtime “section” for an entire quarter, determining whether overtime has been equitably distributed during the quarter is perfectly straight-forward. However, a fulltime flexible letter carrier assigned to another overtime “section” during a quarter may be entitled to sign the Overtime Desired List in the new section immediately if he/she was on the list in the old section (Article 8.5.A). In such cases the right to an “equitable” share of overtime is only in the new section and is only determined from the time the fulltime flexible letter carrier signed the Overtime Desired List in the new section. Overtime worked in the section to which previously assigned is not a consideration. However, full-time flexible employees will not be moved to another overtime section solely to circumvent the provisions of Article 8.5.C above. The same rule applies in the case of full-time regular letter carriers who sign the Overtime Desired List in a new overtime section or a new installation during the quarter (Article 8.5.A). If opting on an assignment under the provisions of Article 41.2.B.3 results in a six day work week, only work over eight hours on the sixth day is counted in determining whether overtime has been equitably distributed among carriers on the list (Article 41.2.B.3).

**Remedies.** National Arbitrator Howard Gamser ruled in NC-S-5426, April 3, 1979 (C-3200) that the Postal Service must pay employees deprived of “equitable opportunities” for the overtime hours they did not work only if management’s failure to comply with its contractual obligations under Article 8.5.C.2 shows “a willful disregard or defiance of the contractual provision, a deliberate attempt to grant disparate or favorite treatment to an employee or group of employees, or caused a situation in which the equalizing opportunity could not be afforded within the next quarter.” In all other cases, Gamser held, the proper remedy is to provide “an equalizing opportunity in the next immediate quarter, or pay a compensatory monetary award if this is not done...”

Based on its review of the case file, the DRT mutually agreed to the decision and remedy above.

  
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Alex Zamora  
USPS Step B Representative

  
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Louise K. Jordan  
NALC Step B Representative

**Grievance File Contents**

PS Form 8190  
Table of Contents  
Management Contentions (3 pgs)  
Overtime Sign-up Sheets (6 pgs)  
Step B Decision (4 pgs)  
Union Contentions (4 pgs)  
Informal Step A Resolution Form  
Union Worksheets (71 pgs)

Management Spreadsheet for  
Equitability ( 55 pgs)  
Information Request  
Time Limits Extension (2 pgs)  
Formal Step A Meeting Request  
Time Limits Extension  
MFR: Informal Pay Adjustment (4 pgs)

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**cc:**

**Area Manager of Labor Relations, Southern Area  
NALC NBA, Region 10  
District Manager, Rio Grande District  
Manager, Human Resources, Rio Grande District  
Manager, Labor Relations, Rio Grande District**

**Postmaster  
NALC Branch President  
USPS Formal A Representative  
NALC Formal A Representative  
DRT File**

## Payout Request History for Grievance

[HELP](#)

17595186

no data

<p><b><u>Not Processed By Payroll</u></b></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><b><u>Payroll Processed</u></b></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>
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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	
New		2	\$1,440.38	DANIELS	COREY	2424	PP14 FY2017	KBY9N0	09/22/2017	<input type="button" value="Details"/>
New		2	\$2,733.38	PEDDLE	JEFFREY	2731	PP14 FY2017	KBY9N0	09/22/2017	<input type="button" value="Details"/>
Total New: \$4,173.76										
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
No Data											
Total Paid: \$0.00											
Total Error: \$0.00											