

TB



RESOLVE



STEP B DECISION

Step B Team:

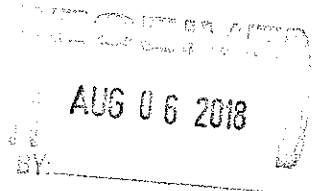
USPS:
Alex Zamora
NALC:
Jim Ruetze

District:
Rio Grande

USPS Formal A:
No meeting
NALC Formal A:
Leneea Segovia

Decision:
USPS Number:
Grievant:
Branch Grievance Number:
Branch:
Installation:
Delivery Unit:
State:
Incident Date:
Informal Step A Initiated:
Formal Step A Meeting:
Received at Step B:
Step B Decision Date:
Issue Code:
NALC Subject Code:

RESOLVE
G16N-4G-C 1825 5652
Class Action
421-511-18
421
San Antonio
Alamo Heights
TX
04/24/2018
05/10/2018
No meeting
06/20/2018
07/25/2018
08.5030
600234



ISSUE:

Did management violate Articles 8.5 and/or 30 (via Article 8, Section 1 of Branch 421 LMOU) of the National Agreement when management failed to maintain and/or update the Overtime Desired List (ODL) for Quarter 2 of 2018? If so, what is the appropriate remedy?

Did management violate Article 8.5 when requiring a work assignment carrier to carry auxiliary assistance off that carrier's regular assignment? If so, what is the appropriate remedy?

DECISION: The Dispute Resolution Team (DRT) mutually agreed to **RESOLVE** this grievance. The case file did evidence a violation of Article 8.5. The ODL sign-up sheet must be made available for carriers to sign during the two-week period prior to the start of each calendar quarter. Each carrier is free to make his or her own choice about what, if any, list to sign. Management may not influence any carrier to sign a particular list, whether by the use of pre-printed marks on the sign-up sheet or by any other method. At the first weekly service talk following receipt of this decision, Alamo Heights management will clarify the following for all carriers:

- that signing the overtime desired list is purely voluntary;
- that no medical excuse is required in support of a carrier's desire not to sign an overtime desired list;
- that any carrier who wishes to remove his or her name from an overtime list may do so with nothing more than 24 hours' notice; and,
- that every effort will be made to assign overtime to full time carriers within the guidelines set forth in Article 8.5 of the JCAM.

Additionally, the DRT agreed management violated Article 8.5 by assigning overtime to work assignment carrier Troublefield off his assignment while ODL carriers Cahue and Oblinger were available to perform that work. The carriers listed in the table below are compensated in the amounts by their names. The payment has been made by the Step B team through GATS entry. See DRT Explanation.

RIO GRANDE DISPUTE RESOLUTION TEAM
 10410 Perrin Beitel Room 1059
 San Antonio, TX 78284
 PHONE 210-368-1760, 210-368-5547, FAX 210-368-8525

EIN	Carrier	Remedy	EIN	Carrier	Remedy
02008646	Troublefield, D	\$14.00	02395816	Oblinger, S	\$16.13
04354839	Cahue, A	\$25.88			

EXPLANATION:

This dispute concerns management's alleged failure to maintain and/or update the ODL for Quarter 2 of 2018. The dispute also concerns management requiring a work assignment carrier to carry auxiliary assistance off the carrier's regular assignment. Unable to resolve the dispute through the Informal and Formal A steps of the grievance procedure, the union appealed to Step B.

The union contends management did not update the ODL until the third week of April 2018. When the copy of the ODL was handed over to the union there were preprinted X's on each carrier with an initial beside the X. When the union interviewed a newly converted carrier he stated he didn't know what he initialed for because Supervisor Kopcho just slid him the paper and told him to initial beside the X. The union also contends that Supervisor Kopcho was telling carriers in order to work only eight hours they needed a doctor's note. Therefore, not only did management not allow the carriers to update their ODL before the quarter started, they were also given false information and not allowed to the equal opportunity to choose to not work overtime.

Lastly the union contends that management violated Article 8.5 when they assigned auxiliary assistance to be carried by a work assignment carrier off his regular route and into overtime. The union requests the aggrieved ODL carriers be compensated for the missed overtime opportunities, at the appropriate rate. The union also requests the WA carrier who worked overtime off his assignment be compensated an additional 50% of his regular rate of pay.

Management did not meet at the Formal Step A level and did not provide any contentions.

The DRT reviewed the file and determined a violation occurred when management failed to make the ODL sign-up sheet available to carriers during the two-week period prior to the start of the quarter. Additionally, the DRT agreed it was inappropriate for Supervisor Kopcho to insert a pre-printed X by the ODL status he thought each carrier should sign up for.

The DRT was troubled by the union's unrefuted assertion that Supervisor Kopcho informed carriers they had to sign up for one of the overtime desired lists unless they had a medical excuse limiting them to eight hours. Equally troubling was that Station Manager Arnulfo Jasso appeared to reinforce this instruction by saying, "There is no such thing as an eight-hour carrier."

The DRT mutually agreed this position is incorrect. There is no requirement to sign any ODL, and according to the San Antonio LMOU any carrier who is on a list may remove his or her name from the list with 24 hours' notice to management. Any carrier who is not on an overtime desired list is by definition an "eight-hour carrier." Such carriers may not be properly assigned to work overtime outside the specific provisions of Article 8.5. The JCAM provides the following relevant language governing overtime desired lists:

8.5 Section 5. Overtime Assignments

When needed, overtime work for regular full-time employees shall be scheduled among qualified employees doing similar work in the work location where the employees regularly work in accordance with the following:

8.5.A. *Employees desiring to work overtime shall place their names on either the "Overtime Desired" list or the "Work Assignment" list during the two weeks prior to the start of the calendar quarter, and their names shall remain on the list until such time as they remove their names from the list. Employees may switch from one list to*

the other during the two weeks prior to the start of the calendar quarter, and the change will be effective beginning that new calendar quarter.

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.

8.5.D If the voluntary "Overtime Desired" list does not provide sufficient qualified people, qualified full-time regular employees not on the list may be required to work overtime on a rotating basis with the first opportunity assigned to the junior employee.

8.5.G. Full-time employees not on the "Overtime Desired" list may be required to work overtime only if all available employees on the "Overtime Desired" list have worked up to twelve (12) hours in a day or sixty (60) hours in a service week. Employees on the "Overtime Desired" list:

1. may be required to work up to twelve (12) hours in a day and sixty (60) hours in a service week (subject to payment of penalty overtime pay set forth in Section 4.D for contravention of Section 5.F); and
2. excluding December, shall be limited to no more than twelve (12) hours of work in a day and no more than sixty (60) hours of work in a service week.

However, the Employer is not required to utilize employees on the "Overtime Desired" list at the penalty overtime rate if qualified employees on the "Overtime Desired" list who are not yet entitled to penalty overtime are available for the overtime assignment.

The "Work Assignment List." The Work Assignment List is distinct from the regular Overtime Desired List discussed in Article 8.5.C.2. It was established by a Letter of Intent dated May 28, 1985. The full text of the Work Assignment Agreement is reprinted at the end of this article.

The Work Assignment List was established for full-time letter carriers who only want to work overtime on their own assignment on regularly scheduled days. Signing up for the Work Assignment overtime does not create any entitlement or obligation to work overtime on a non-scheduled day. For purposes of overtime on a non-scheduled day or on other than their own assignment, carriers on the Work Assignment List are treated exactly the same as any other full-time carriers not on the Overtime Desired List—They may only be required to work overtime under the provisions of Article 8.5.D.

Additionally, the parties entered into the following agreement in 1988:

**Joint Statement on Overtime
June 8, 1988
M-00833**

This Joint Statement on Overtime represents the parties' consensus on those commonly encountered situations where a uniform application of overtime procedure is required.

This Joint Statement is restricted to those issues specifically set forth herein, but may from time to time be amended to add or refine additional overtime issues jointly identified by the parties.

Signing Overtime Lists

Carriers may sign an Overtime Desired List (OTDL) only during the two week period prior to the start of each calendar quarter.

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An exception exists for letter carriers on military leave during the sign-up period. They are permitted to sign the OTDL upon return to work.

Unless local memoranda provide otherwise when a carrier bids or is transferring between units during a calendar quarter, he/she may sign the OTDL in the gaining unit, if he/she was on the OTDL in the losing unit.

Full-time regular letter carriers, including those on limited or light duty, may sign up for either the regular Overtime Desired List (10 or 12 hour) or the "work assignment" overtime, but not both.

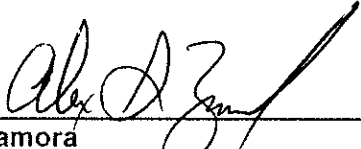
Whether or not an employee on limited or light duty is actually entitled to overtime depends upon his/her physical and/or mental limitations.

*A letter carrier may request that his/her name be removed from an Overtime Desired List **at any time during the quarter**. However, management does not have to immediately honor the request if the employee is needed for overtime on the day the request is made. (Emphasis Added)*

San Antonio has a slightly different time frame for removing one's name from the ODL. The local parties agreed to the following provision in their LMOU, beginning in 1991:

*d. Any employee on the "Overtime Desired" list who decides to withdraw his/her name from the "Overtime Desired" list **must give 24 hours advance written notice** to his/her supervisor. The employee is excluded from the "Overtime Desired" list for the remainder of that quarter.*

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



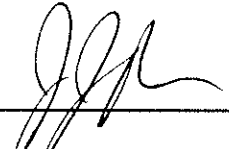
Alex Zamora
USPS Step B Representative

cc:

LR Manager, SW Area
NALC Region 10 NBA
Rio Grande District HR Manager
Rio Grande District LR Manager
Management Formal Step A

Grievance File Contents

Table of Contents
PS Form 8190
Issue Statement
Union Contentions/Remedy
Designation Letter
Informal Step A Request
Formal A Request



Jim Ruetze
NALC Step B Representative

NALC Branch President
NALC Formal Step A Designee
Manager, Rio Grande District
Postmaster
DRT File

Statement from Steward
Hours Analysis Report
Employee Moves Report
Carrier ODL
Carrier Schedule
Time Limit Extension
Investigative Interviews

Payout Request History for Grievance
18255652

[HELP](#)

<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) 	
<p><input type="button" value=" < Back"/></p>		<p><input type="button" value=" Show History"/></p>	

New, Pending and Submitted Requests

Status	GATS Code	App Seq	Request Amount	Last Name	First Name	SSN	Relevant PP	Requested By	Date Requested
New		6	\$14.00	TROUBLEFIELD	DONALD	2967	PP9 FY2018	KBY9N0	08/03/2018
New		6	\$16.13	OBLINGER	STEPHEN	2334	PP9 FY2018	KBY9N0	08/03/2018
New		6	\$25.88	CAHUE	AGUSTIN	2547	PP9 FY2018	KBY9N0	08/03/2018
Total New: \$56.01									
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											