

**RESOLVE**



**STEP B DECISION**

<b>Step B Team:</b>	Decision:	<b><u>RESOLVE</u></b>
USPS:	USPS Number:	<b>G16N-4G-C 1850 0124</b>
<b>Robin Gutman</b>	Grievant:	<b>Class</b>
NALC:	Branch Grievance Number:	<b>421-198-19</b>
<b>Louise K. Jordan</b>	Branch:	<b>421</b>
	Installation:	<b>San Antonio</b>
District:	Delivery Unit:	<b>Beacon Hill</b>
<b>Rio Grande</b>	State:	<b>TX</b>
	Incident Date:	<b>06/30-07/06/2018</b>
	Informal Step A Initiated:	<b>02/20/2019</b>
	Formal Step A Meeting:	<b>02/28/2019</b>
USPS Formal A:	Date Received at Step B:	<b>03/05/2019</b>
<b>Frank Ossont</b>	Step B Decision Date:	<b>03/06/2019</b>
NALC Formal A:	Issue Code:	<b>08.5450</b>
<b>Rigoberto Hidalgo</b>	NALC Subject Code:	<b>120051</b>

**ISSUE:**

Did management violate Article 8.5 of the National Agreement by mandating non-overtime desired list (non-ODL) to work overtime on and off assignment and work assignment carriers to work overtime off assignment when there were available ODL carriers? If so, what is the remedy?

**DECISION:**

The Dispute Resolution Team (DRT) mutually agreed to **RESOLVE** this grievance. The case file did evidence a violation of Article 8.5. Management must adhere to the provisions of Article 8 of the National Agreement. Payment has been made by the Step B team to the carriers listed below. See DRT Explanation.

EIN	Employee	Remedy	EIN	Employee	Remedy
03649368	Alltop, D	<b>\$8.12</b>	03415922	Welch, K	<b>\$45.64</b>
02380911	Childs, M	<b>\$16.66</b>	01977389	Johnson, S	<b>\$15.26</b>
02349621	Meade, D	<b>\$89.18</b>	02192055	Saucedo, Y	<b>\$47.60</b>
02439335	Gilbert, G	<b>\$75.32</b>	03324042	Johnson, D	<b>\$411.60</b>
01966651	Matthies, K	<b>\$35.42</b>	04223127	Ruddel, C	<b>\$57.96</b>
03532392	Gonzalez, H	<b>\$492.80</b>	03509712	Macias Jr, R	<b>\$88.06</b>
02148756	Zapata, J	<b>\$75.88</b>	03683707	Whaley, K	<b>\$94.92</b>

**EXPLANATION:**

The union contends management was in violation of Article 8.5 on the above incident dates at the Beacon Hill Post Office in San Antonio, Texas when work assignment carriers and non-ODL carriers were utilized to carry overtime in lieu of available ODL carriers that could have performed the work.

The union filed this grievance to challenge management's failure to properly apply the provisions of Article 8.5 of the National Agreement. Unable to achieve a resolution through the Informal and Formal A steps of the grievance procedure, the union appealed to Step B.

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**The union** contends management violated the contract by mandating non-ODL to work overtime on and off assignment and work assignment carriers to work overtime off assignment when there was auxiliary assistance available from ODL carriers and city carrier assistants (CCAs). The union contends management's refusal to comply with Article 8 contract provisions is willful and deliberate.

The union requests management cease and desist violating the provisions of Article 8 and requests a remedy of 50 percent of the straight rate of pay for non-ODL carriers improperly mandated. The union requests the ODL carriers be paid at the appropriate rate for the missed opportunities they should have received.

**Management** contends the grievance is untimely. Management contends they cannot manage undertime because carriers are failing to submit PS Form 3996s (Carrier Auxiliary – Control).

**The DRT** determined that there was a violation when non-ODL and work assignment carriers were forced to work overtime on and off-assignment when there were available ODL employees. Non-ODL and work assignment carriers were remedied at 50 percent of the straight-time rate. The ODL carriers who were available for the overtime were paid at the appropriate overtime rate. The file did include a time line extension signed by both the NALC and USPS representatives. The file also contained a letter from Supervisor Stephanie Sosa stating requested PS Form 3996s where no longer available or exist. The DRT fashioned the remedy based on the available reports and information in the case file.

Applicable contract language from Article 8 in the JCAM is shown below in relevant part:

*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.*


**Mandatory Overtime.** *One purpose of the Overtime Desired List is to excuse full-time carriers not wishing to work overtime from having to work overtime. Before requiring a non-ODL carrier to work overtime on a non-scheduled day or off his/her own assignment on a regularly scheduled day, management must seek to use a carrier from the ODL, even if the ODL carrier would be working penalty overtime.*

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*However, if the Overtime Desired List does not provide sufficient qualified fulltime regulars for required overtime, Article 8.5.D permits management to move off the list and require non-ODL carriers to work overtime on a rotating basis starting with the junior employee.*

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

  
**Robin Gutman**  
**USPS Step B Representative**

  
**Louise K. Jordan**  
**NALC Step B Representative**

**Grievance File Contents:**

PS Form 8190  
Request for Formal Step A  
Request for Information  
Letter re: Unavailable Documentation  
Union's Contentions (3 pages)  
Union's Article 8 Spreadsheets (10 pages)

Employee Moves Report (22 pages)  
Overtime Alert Report (14 pages)  
Unit Daily Records (2 pages)  
Steward's Statement  
Overtime Desired List (2 pages)

cc:

LR Manager, Southern Area  
NALC NBA, Region 10  
Rio Grande District HR Manager  
Rio Grande District LR Manager,  
USPS Formal A Representative

NALC Branch President  
NALC Formal A Representative  
Postmaster  
DRT File

## Payout Request History for Grievance 18500124

[HELP](#)

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		1	\$8.12	ALLTOP	DENNIS	4772	PP14 FY2018	KMGQXV	03/07/2019	<input type="button" value=" Deta"/>
New		1	\$15.26	JOHNSON	SILAS	4046	PP14 FY2018	KMGQXV	03/07/2019	<input type="button" value=" Deta"/>
New		1	\$16.66	CHILDS	MARY	1543	PP14 FY2018	KMGQXV	03/07/2019	<input type="button" value=" Deta"/>
New		1	\$35.42	MATTHIES	KEVIN	8828	PP14 FY2018	KMGQXV	03/07/2019	<input type="button" value=" Deta"/>
New		1	\$45.64	WELCH	KEVIN	0596	PP14 FY2018	KMGQXV	03/07/2019	<input type="button" value=" Deta"/>
New		1	\$47.60	SAUCEDO	YOLANDA	9523	PP14 FY2018	KMGQXV	03/07/2019	<input type="button" value=" Deta"/>
New		1	\$57.96	RUDELL	CORY	7848	PP14 FY2018	KMGQXV	03/07/2019	<input type="button" value=" Deta"/>
New		1	\$75.32	GILBERT	GLENN	9639	PP14 FY2018	KMGQXV	03/07/2019	<input type="button" value=" Deta"/>
New		1	\$75.88	ZAPATA	JOSEPH	5528	PP14 FY2018	KMGQXV	03/07/2019	<input type="button" value=" Deta"/>
New		1	\$88.06	MACIAS	ROGELIO	0298	PP14 FY2018	KMGQXV	03/07/2019	<input type="button" value=" Deta"/>
New		1	\$89.18	MEADE	DANIEL	9903	PP14 FY2018	KMGQXV	03/07/2019	<input type="button" value=" Deta"/>
New		1	\$94.92	WHALEY	KIRSTEN	6501	PP14 FY2018	KMGQXV	03/07/2019	<input type="button" value=" Deta"/>
New		1	\$411.60	JOHNSON	DELANO	8715	PP14 FY2018	KMGQXV	03/07/2019	<input type="button" value=" Deta"/>
New		1	\$492.80	GONZALEZ	HECTOR	3098	PP14 FY2018	KMGQXV	03/07/2019	<input type="button" value=" Deta"/>
Total New: \$1,554.42										
Total Pending: \$0.00										