

TB



**RESOLVE**



**STEP B DECISION**

**Step B Team:**

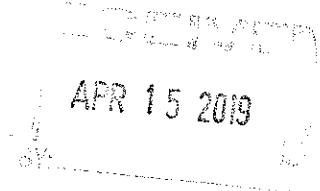
USPS:  
**Rose Barner**  
 NALC:  
**Jose Portales**

District:  
**Rio Grande**

USPS Formal A:  
**Leo Rodriguez**  
 NALC Formal A:  
**Rene Hernandez**

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

**RESOLVE**  
**G16N-4G-C 1918 7235**  
**Class**  
**421-382-19**  
**421**  
**San Antonio**  
**Beacon Hill**  
**TX**  
**03/09/2019-03/15/2019**  
**03/22/2019**  
**03/28/2019**  
**04/03/2019**  
**04/12/2019**  
**08.5450**  
**120051**



**ISSUE:**

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

**DECISION:**

The Dispute Resolution Team (DRT) mutually agreed to **RESOLVE** this grievance. The case file evidenced 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
03324042	Johnson, D	\$105.05	03110662	Rodriguez, G	\$161.79
01988799	Rodriguez, R	\$150.15	04406983	Williams Jr., G	\$191.74
02152054	Regalado, D	\$75.36	01692296	Nichols, A	\$20.88
03339115	Ramos, L	\$100.73	04323581	Bosley, P	\$56.50
04223066	Hernandez, R	\$57.42	04339668	Montalvo, A	\$30.63
04360805	Mazuka, R	\$66.98	02353498	Childress, G	\$22.36
02956380	Neely, G	\$108.65	02148756	Zapata, J	\$20.02
02114220	Zander, D	\$139.00	04491164	Lozano, M	\$73.32
02278591	Pantoja, C	\$104.52	01977389	Johnson, S	\$26.78
04462174	Ramirez, E	\$102.60	03509712	Macis Jr., R	\$50.31
03366084	Hidalgo, R	\$159.00	04190161	Martinez, E	\$53.17
04409239	Arce, D	\$45.00			
03103532	Santana, A	\$136.00			
04476681	Comer, M	\$133.60			



**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.

**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 at this time management does not have access to GATS at this time. They are asking DRT for assistance to pay out grievance. Management will gain access by the end of April.

**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 also contained a letter from management stating some documents requested by the union (PS Forms 3996, ODL changes and a mandate roster) were no longer available or did not 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.*

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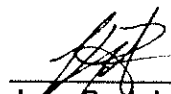
*However, the Employer is not required to utilize employees on the "Overtime Desired" list at the penalty overtime rate if qualified employees on the "Overtime Desired" list who are not yet entitled to penalty overtime are available for the overtime assignment.*

**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. 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.



Rose Barner  
USPS Step B Representative



Jose Portales  
NALC Step B Representative

**Grievance File Contents:**

PS Form 8190  
Formal A Meeting Request  
Request for Documentation  
Union Contentions (4 pages)  
Union Spreadsheets (9 pages)  
Carrier Schedule (2pages)

Overtime Alert (2 pages)  
Hours Analysis Report (7 pages)  
Employee Moves Report (12 pages)  
Overtime Desired List (2 pages)  
Management Contention

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