

TD



JUN 10 2019

RESOLVE



STEP B DECISION

Step B Team:	Decision:	RESOLVE
USPS:	USPS Number:	G16N-4G-C 1925 6720
Rose Barner	Grievant:	Class
NALC:	Branch Grievance Number:	421-398-19
Jose Portales	Branch:	421
	Installation:	San Antonio
District:	Delivery Unit:	Hackberry
Rio Grande	State:	TX
	Incident Date:	03/12/2019
	Informal Step A Initiated:	03/23/2019
	Formal Step A Meeting:	05/09/2019
USPS Formal A:	Date Received at Step B:	05/20/2019
Eric Cordova	Step B Decision Date:	06/05/2019
NALC Formal A:	Issue Code:	08.5450
Leneea Segovia	NALC Subject Code:	120051

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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 during the period 03/09/19 – 03/15/19? 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 when non-ODL and WAL carriers worked off their assignments. 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
04516110	J. Taylor	\$89.32	02256374	D. Ortiz	\$17.64
03637105	A. Rodriguez	\$12.46	04502653	L. Segovia	\$23.52
04357039	D. Rodriguez	\$29.26	02065801	J. Shirley	\$23.24
04235184	R. Mason	\$103.04	04343515	C. Levario	137.48
04417679	S. Bazaldua	\$151.76	04258547	F. Morales	\$93.24
04350847	J. Romero	\$104.58			

EXPLANATION:

The union contends management was in violation of Article 8.5 on the above incident dates at the Hackberry 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 ODL carriers each be paid a lump sum payment equivalent to the amount of hours listed by each of their names at the appropriate overtime rate. The Non-ODL and Work Assignment Carriers be granted compensatory time off in the form of administrative leave in the amount of hours listed by each of their names.

Management met at Formal A; however, provided no contentions.

The DRT determined that there was a violation when non-ODL and work assignment carriers were forced to work overtime 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.

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. 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.*

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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 (3 pages)
Union Contentions (9 pages)
Weekly Schedule
Overtime Desired List (6 pages)
Hours Analysis Report (7 pages)
Table of Contents

Informal Step A/ Information Request
Formal Step A Request
Extensions (3 pages)
Request for Steward Time
Employee Everything Report (90 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