



COPY

STEP B DECISION

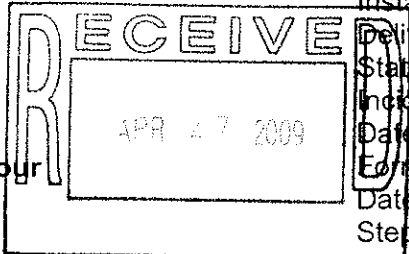
Step B Team:
USPS: **Carl Geller**
NALC: **Mark L. Malone**

Decision: **RESOLVED**
USPS Number: **G06N-4G-C 0916 5122**
Grievant: **Isenhour, Mark**
Branch Grievance Number: **421-255-09**
Branch: **421**

District:
Rio Grande

Installation: **San Antonio**
Delivery Unit: **Alamo Heights**
State: **Texas**

Step A Reps:
USPS: **A. Finley**
NALC: **M. Isenhour**



Incident date: **03/05/2009**
Date Informal Step A: **03/18/2009**
Formal Step A Meeting Date: **None**
Date Received at Step B: **4/01/09 (Aus 04/16/09)**
Step B Decision Date: **04/21/09**
Issue Code: **17.3000, 08.5000, 15.2910**
NALC subject code: **508998, 120058, 505010**

TIME LIMITS AT STEP B EXTENDED BY MUTUAL AGREEMENT

ISSUE: Was there a violation of Article 8 when management scheduled auxiliary assistance to the shop steward to control overtime generated by a scheduled Formal A meeting? If so, what is the remedy?

Was there a violation of Article 17 in the processing of this grievance? If so, what is the remedy?

DECISION: The dispute resolution team mutually agreed to resolve this grievance.

Management violated Article 17 when they failed to provide requested on the clock steward time for the investigation and processing of this grievance file. Management violated Article 17 when they failed to compensate the steward for time worked off the clock.

Management violated Article 8 when they provided the grievant, a work assignment list carrier, auxiliary assistance which resulted in the payment of overtime, while the grievant was available to complete the work at no greater than the regular overtime rate.

The grievant Isenhour, MD (01985636) is awarded lump sum taxable payment of \$105.29. All pay adjustments have been completed at Step B, no additional action is required.

Management will 'cease and desist'.

EXPLANATION: The union contends that the grievant is a work assignment list carrier. The union contends that a violation of Article 8 occurred when the grievant was instructed to give away a portion of his route to limit the amount of overtime incurred by the grievant due to grievance meetings. The union contends that no steward time was provided in the processing of this grievance as indicated on the informal step A form. Management tries to

require the steward to request steward time everyday on a 'buck slip'. The union contends that this is wrong. Steward time is requested with the information request. It is management's contractual obligation to honor the information request in a reasonable time and to provide steward time on the clock. As remedy the union requests that the grievant be compensated for the hour of overtime he should have worked on this own assignment and double the previously established resolution rate of \$46 for time spent working off the clock on this grievance; \$92 per hours for 2 hours.

Management did not provide a position paper in this case file.

The case file contains the signed notice of appeal to the Formal Step A level of the grievance process. By the statements of two stewards, the management representative failed to schedule sufficient time to accommodate the meetings she had scheduled. The steward's statement provides that he was instructed to clock off before meeting on all cases and as the manager stated 'I don't care you can send them up or we can meet tomorrow, but you are getting off the clock.' Having agreed to extend the meeting for an additional day, because the manager forgot she had scheduled the meeting, the steward did not agree to a further extension.

The steward's statement is therefore presented in this case file without dispute by management.

The issue of steward time in regard to Article 8 has been addressed and resolved at the national level. At Step 4 H4H-3Q-C 62592 was resolve with the following language.

The issue in this grievance is whether a shop steward who has signed up for work assignment overtime is entitled to overtime on his/her assigned route which may result from investigation and/or processing of grievances.

During our discussion, we mutually agreed that under the fact circumstances, of this particular case, if the need for overtime arises on a shop steward's route as a result of investigation and/or processing of grievances, and the shop steward has signed up for work assignment overtime, the resulting overtime is considered part of the carrier's work assignment for the purpose of administering the overtime desired list.

The issue of compensation for steward's time has been addressed and resolved at the national level. At Step 4 H7N-5E-C 23995 was resolve with the following language.

The issue in this grievance is whether Article 17 was violated when an individual was denied compensation for steward time.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. If an individual is a steward under the formula in Article 17.2A and 17.2E, then compensation is appropriate as provided in 17.4.

Article 17.4 states:

17.4 Section 4. Payment of Stewards

The Employer will authorize payment only under the following conditions:

Grievances—Informal and Formal Step A: The aggrieved and one Union steward (only as permitted under the formula in Section 2.A) for time actually spent in grievance handling, including investigation and meetings with the Employer. The Employer will also compensate a steward for the time reasonably necessary to write

a grievance. In addition, the Employer will compensate any witnesses for the time required to attend a **Formal Step A** meeting.

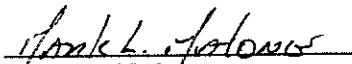
Meetings called by the Employer for information exchange and other conditions designated by the Employer concerning contract application.

Employer authorized payment as outlined above will be granted at the applicable straight time rate, providing the time spent is a part of the employee's or steward's (only as provided for under the formula in Section 2.A) regular work day.

In fashioning an appropriate remedy...

Work assignment carriers may be provided assistance at the straight time rate to avoid the payment of overtime and may be provided assistance at the regular overtime to avoid the payment of penalty overtime. In this case the grievant was provided 1 hour of assistance, 1.19 with allied, which resulted in the payment of 0.72 hours of overtime. This work (0.72 hours) could have been completed by the grievant at the regular overtime rate. Remedy is fashioned accordingly.

The NALC Informal Step A Form has been approved for use in the grievance arbitration process. This form is recognized for the request of information and steward time. The informal form contained in the case and signed by management, records the steward's request for up to two hours of steward time. The form also records that the steward was not provided any time through the informal level of the process. As that the manager failed to meet at the formal level, as scheduled, the steward records that he spent two hours off the clock compiling paperwork and completing forms for this case. While requesting compensation at twice the "previously established resolution rate", this case file does not contain any documentation that the employee would have been compensated at the rate of \$92 per hour had the time been approved on the clock. It is reasonable that given the employee's full-time status, additional work time on a regularly scheduled day or work on a non-scheduled day would have resulted in payment at no less than the regular overtime rate. Remedy is fashioned accordingly.


Mark L. Malone
NALC Step B Representative


Carl Geller
USPS Step B Representative

cc: Manager, SW Area Labor Relations
Manager, Rio Grande District
Gene Goodwin, NALC NBA, Region 10
Manager, Human Resources, Rio Grande District
Manager, Labor Relations, Rio Grande District
Management Formal Step A Designee
NALC Branch President
DRT File

Grievance file content:

PS Form 8190

Request for Formal A meeting

Informal Step A

JCAM page 8-27

RIO GRANDE DISPUTE RESOLUTION TEAM - AUSTIN

PS Form 3996
PS Form 3996
Employee everything report (2 pages)
Request for Formal Step A meeting
NALC contentions (2 pages)

NALC steward time sheet
NALC statement (2 pages)
Steward statement
Step B decision (7 pages)