



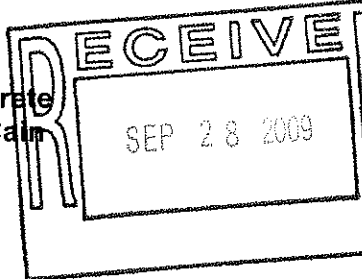
7B
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STEP B DECISION

Step B Team:
USPS: **Brian L. Liberty**
NALC: **Brenda J. Muesel**

District:
Rio Grande

Step A Reps:
USPS: **A. Alderete**
NALC: **W. McCalm**



Decision: **Resolved**
USPS Number: **G06N-4G- C 0931 9470**
Grievant: **Class Action**
Branch Grievance Number: **421-812-09**
NALC Branch #: **421**
Installation: **San Antonio**
Delivery Unit: **Thousand Oaks 48-7977**
State: **Texas**
Incident date: **07/18-24/09**
Date Informal Step A: **08/04/09**
Formal Step A Meeting Date: **08/12/09**
Date Received at Step B: **08/24/09** (Aus 08/28/09)
Step B Decision Date: **09/18/2009**
Issue Code: **08.5000, 17.1000**
NALC subject code: **507999, 508998**

TIME LIMITS AT STEP B EXTENDED BY MUTUAL AGREEMENT

ISSUE: Was there a violation of Article 8 of the National Agreement in the assignment of overtime during the week of July 18-24, 2009? If so, what is an appropriate remedy?

Was there a violation of Article 17 of the National Agreement by management failing to authorize the time requested by the union steward for the processing of this grievance? If so, what is an appropriate remedy?

DECISION: The Dispute Resolution Team has mutually agreed to resolve this grievance. Management violated Article 8 when they assigned non-overtime and work assignment carriers overtime off their regular assignments when overtime carriers were available. Management violated Article 17 when they failed or refused to provide on the clock steward time for the investigation and processing of this grievance. The carriers listed below are awarded lump sum taxable payment as indicated. All pay adjustments have been completed at Step B, no additional action is required.

02303458	ALEX, AM	\$38.63
02052804	ANDERSON, T	\$19.13
02302075	BAKER, RW	\$11.88
02191202	CARDENAS, MA	\$28.75
02388553	CRUZ, O	\$7.75
03459992	DAVIS JR, RL	\$24.00
02418763	GARCIA, RJ	\$11.13
02084997	GONZALEZ, S	\$43.88
02167591	HITZFELD, ME	\$18.75
01994570	KIRKLAND, KD	\$12.63
01953373	MONTGOMERY JR, RB	\$11.88
02403261	MORALES, W	\$20.38

02113198	PAYNE JR, JW	\$25.00
02130762	PEREZ, CY	\$46.88
01969786	RAMIREZ, C	\$40.25
02161019	REILLY, JR	\$18.75
02054627	TATE, DD	\$13.88
02434059	THOMPSON, CH	\$10.88
02374800	VARGAS, R	\$5.63
03502552	VARGAS, RC	\$70.00
02300076	VIDAL, RL	\$140.00
02021557	ZAGOURIS, S	\$140.00
02440068	ZAPATA, DK	\$70.00

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02072558	ALTAMIRANO, FG	\$140.00
02153597	ESCOBAR-RAMOS, JE	\$121.10
02066830	FRIAS, R	\$70.00
02226084	GAMBOA, R	\$128.45
02146336	GARCIA, EM	\$70.00

02175421	LOPEZ, D	\$70.00
02114668	OLSEN, NJ	\$70.00
02126623	RODRIGUEZ, EP	\$58.45
02287969	MCCAIN, WE	\$275.00

EXPLANATION:

Step A positions:

The union contends during the week of July 18-24, 2009 management violated Article 8 by improperly mandating non-overtime carriers to work overtime on their regular assignment while auxiliary assistance was available. The union contends that management violated Article 8 by improperly mandating non-overtime and work assignment carriers to work overtime off their regular assignments while overtime desired list, part-time flexible and transitional employees were available to complete the work. The station had numerous scheduled open routes some of which could have been filled by overtime desired list carriers on their scheduled days off. Most days the authorized overtime was over 60 hours. An employee on the overtime desired list must be required to work up to 12 hours in a day and 60 hours in a week before management may require employees not on the overtime desired list to work overtime. Management also insists that they are obligated to meet a window of operations deadline of 5:30 PM or the dispatch of value, using this to justify mandating non-overtime and work assignment carriers to carry auxiliary assistance in overtime. This week there were carriers out past the window and the station's front window does not close until 7:00 PM. Management also contends that the days in question were emergencies in nature because of unforeseen call-ins and therefore according to Article 3 of the JCAM they have the right to utilize non-overtime desired list carriers in lieu of overtime desired list carriers. While Article 3 addresses unforeseen circumstances not expected to be of a recurring nature, sickness is an anticipatory event and therefore one which supervision should be able to plan around. With the amount of open routes management should use all their available resources. Management is also contending they are capturing undertime, using DOIS and DOIS alone. Management has a standing instruction to all carriers not to call the station except for one of six reasons, none of which are to call in that you are not going to be able to complete your route in the authorized time. To call in otherwise is failure to follow instructions. In as much as management will not allow the carrier to call in for instructions per the M-41 131.33, the union contends all overtime is authorized implicitly by that instruction. As remedy the union requests the non-overtime desired list carriers be given administrative time off at the straight time rate equal to the amount of overtime worked and that the overtime desired list, part-time flexible and transitional employees be paid "per Attachment 19-2" for overtime lost; or otherwise make whole. While management contends there has been a 31% drop in mail volume from last year, management does not mention the elimination of 6 routes in November; a 10% reduction in routes and carriers. This grievance is for an entire week not any single day. To start the timeliness clock on the first day of the week is ridiculous. This hampers any proper investigation by eliminating seven days for the steward to prepare. The week must be looked at as a whole entity that came to an end on July 24, 2009 thus starting the clock for timeliness. Otherwise a separate grievance would need to be filed for each individual day. This is prohibitive in that between requesting documentation everyday, steward time, informal A, Formal A, there would be no time for the steward to perform carrier duties. Union requested to meet on July 31, 2009. The station manager would not agree to a Formal Step A meeting on that day, nor would she agree to an extension. Thus management failed to meet at Informal A and the grievance is timely. Management violated Article 17 by not allowing time to prepare this grievance. Management will not allow the union to copy the final formal A package for retention, prior to submission to Step B. If the union cannot copy the package at no cost at the station, then the union contends that steward under Article 17 rates the time on the clock to drive to the union hall and copy the package prior to submission to Step B

Management contends they did not arbitrarily violate any national or local agreement in accordance with Article 8. Management did capture undertime on the routes that showed to have less

than 8 hours of work available. Management also had several unforeseen call-ins. It should be noted that management made attempts on Monday and Tuesday to bring in FDOT. With mail volume down by 31% it is expected carriers will have undertime almost daily. In essence this is not a violation of Article 8, it is mostly a performance issue and carriers being misguided by their union steward. The slow down is deliberate and it is documented that the carrier times improve dramatically when they are accompanied by management. Under Article 3 of the National Agreement management must maintain the efficiency of the operations. While the union contends we are mandating overtime, in actuality we are assigning kick-offs and pivots to capture the undertime in the unit. The union declined an offer of \$300 to resolve this grievance. Management addresses the allegations daily. The union submitted the request to meet on the fourteenth day. The supervisor should not be expected to drop what they are doing to make the fourteen day time limit. Management is not obligated to meet on the same day as the request to meet is submitted. Management contends the union is the moving party when they file a grievance, that grievance must be filed within the 14 day time period. The alternate steward returned to the unit after being on annual leave for two weeks and requested 16 hours to do all the grievances. The unit had representation while this steward was on leave. Management has no way of validating that anyone is working from their home. Management must provide the union a copy of whatever they request relevant to the grievance. Management is only required to do that once, so if the union wants another copy to keep for themselves then they can make one at the union hall. The cost of paper and cartridges of ink are expensive. Nowhere does it state that management must provide the union a duplicate or triplicate copy of 200 plus pages. Management is required to keep a copy for the sake of the OIG or Inspection Service due to pay outs. Management did tell the union that they are welcome to see managements copy at any time. Management would also be willing to make them a copy of any documents that got lost or needed to be replaced.

Step B discussion:

Management's allegation of timeliness must be discussed to determine if the merits of the case will be considered.

The union alleges violations of Article 8 occurred on July 18, 20, 21, 22, 23, and 24, 2009. Article 15 of the National Agreement states:

Article 15 Section 2. Grievance Procedure—Steps Informal Step A (a)

Any employee who feels aggrieved must discuss the grievance with the employee's immediate supervisor within fourteen (14) days of the date on which the employee or the Union first learned or may reasonably have been expected to have learned of its cause. This constitutes the Informal Step A filing date. The employee, if he or she so desires, may be accompanied and represented by the employee's steward or a Union representative. During the meeting the parties are encouraged to jointly review all relevant documents to facilitate resolution of the dispute. The Union also may initiate a grievance at Informal Step A within 14 days of the date the Union first became aware of (or reasonably should have become aware of) the facts giving rise to the grievance. In such case the participation of an individual grievant is not required. An Informal Step A Union grievance may involve a complaint affecting more than one employee in the office.

Day '1' for the initiating of a grievance is the day immediately following the date of the alleged violation. In this case, day 1 ranges from July 18th to July 24th and day 14 ranges from August 1st to August 4th. The steward requested to meet at informal on July 31st and the meeting was scheduled for August 4th. The case file does not contain a mutual agreement to extend the initiating of this grievance at informal.

While the union states that the grievance involves a week and must be viewed as an entire week, Article 15 does not provide such distinction. That the union grouped multiple allegations (dates) in one case file does not provide that the last date the union addresses is therefore the starting date. This position could be segued to the monthly, quarterly or annual filing of allegations of

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contractual violations based solely on the last date cited. This position is not sustainable. The union is required to initiate the grievance within 14 days of the alleged violation. The union submitted a request to meet at informal on July 31, 2009 at 15:15 PM, in this case, day 13. Management set the date of the informal meeting at August 4, 2009. Management did not mutually agree to extend the time limits. The union should have appealed the grievance to Formal Step A on August 1, 2009.

In this case, July 18th and 20th were presented at informal outside of the 14 day requirement of Article 15. Consideration of the union's allegations will be confined to July 21 - 24, 2009.

Tuesday, July 21, 2009

The union contends fourteen carriers were improperly scheduled.

Management contends:

7/21/2009	Prim	Under	Time	Time	Unauth	Aux Time	Aux	Unauth	Net Time	Union	Mgt.
Carrier	Rt	Time	Auth	Used	Time/OT	Assigned	Time used	OT	Used	Request	Offer
Montgomery	T6	-1.00	0.00	0.00	0.00	2.23	1.93	0.00	8.06	0.96	0.96
Ramirez	4743	-0.25	0.00	0.00	0.00	1.28	1.58	0.30	9.34	1.34	0.86
Kirkland	4728	-1.01	0.00	0.00	0.00	1.75	2.03	0.28	9.03	1.03	0.49
Tate	3211	-0.52	0.00	0.00	0.00	1.22	1.52	0.30	9.00	0.00	0.40
Gonzales	4732	-0.18	0.00	0.00	0.00	1.03	1.70	0.67	9.83	1.83	0.18
Gentezel	3226	-0.68	0.00	0.00	0.00	2.17	2.23	0.50	9.54	1.54	0.00
Payne	4729	-0.17	0.00	0.00	0.00	1.37	2.13	0.76	10.00	2.00	0.44
Perez	3210	-0.33	0.00	0.00	0.00	1.78	1.83	0.05	9.50	1.50	1.40
Reilly	4736	0.00	0.00	0.50	0.50	1.18	1.50	0.32	10.00	2.00	0.36
Hitzfeld	3203	-0.35	0.00	0.85	0.85	1.28	1.50	0.22	9.99	1.99	0.21
Cardenes	3253	-0.82	0.00	0.00	0.00	1.40	1.53	0.13	9.81	1.81	0.45
Alex	4730	-0.13	0.00	0.00	0.00	1.28	2.17	0.89	10.03	2.00	0.26
Morales	3205	-0.47	0.00	0.33	0.33	1.43	1.75	0.32	9.63	1.63	0.64
Thompson	4727	-0.53	0.00	0.00	0.00	1.02	1.60	0.59	9.05	1.05	0.00
Davis	3254	-0.13	0.00	0.22	0.22	1.43	1.92	0.49	10.00	1.92	0.72

Note: Management and union agreed not to include carrier Gentezel in any of the remedy for this week due to confusion over her availability to sign the overtime list. There should be no confusion over whether or not the carrier was on the overtime desired list. Absent an LMOU to the contrary, if the carrier was unavailable to sign the list, she would have stayed on the same list as the previous quarter. Additionally the overtime desired list should be listed by calendar quarters, not by fiscal year quarters (i.e. the months of July – September should be Quarter 3.)

Management and union agreed to carrier Montgomery's remedy.

Carrier Ramirez completed his own assignment using 1 minute more than projected. While Management did not articulate their position, the math displayed in the table above provides the following argument. Ramirez was projected at 7:45 on assignment and was assigned 1:17 (1:35 actual) off assignment (9:02), however since he exceeded the auxiliary assignment by 18 minutes he should be 'penalized' and management is only liable for .86 hours (51 minutes). All carriers assigned help on route 47033 exceeded the street projections.

Carrier Gonzales was projected at 8:14. He was assigned 1:03 and 0:15 off assignment (9:32). He exceeded street projection on route 4741 by 39 minutes. The projected street time for the route is 3:50. The weekly average for the route was 3:60. Absent an explanation for the variation in street time, remedy will be restricted to 1 hour and 22 minutes.

Carrier Payne was projected at 7:50 and was assigned a projected 1:22 on route 47033, he exceeded street projections on the auxiliary by 46 minutes. The projected street time for route 4733 is 5:45. The weekly average for street time was 6:37. The case file does not contain any documentation that the evaluated base street time is a reasonable projection for this assignment. Payne was assigned 1:22 off assignment which resulted in 2 hours of overtime.

Carrier Alex was projected at 8:09 and was assigned a projected 1:17 on route 47037, he exceeded street projections on the auxiliary by 53 minutes. The projected street time for route 4737 is 5:29. The weekly average for street time was 6:03. While the case file does not provide documentation which supports the projected street time, neither does it contain any documentation supporting the street time used. Alex was assigned 9:26. Remedy was fashioned accordingly.

Carrier Thompson was projected at 7:51 and was assigned a projected 1:01 on route 47041, he exceeded street projections by 35 minutes. The projected street time for the route is 3:50. The weekly average for the route was 3:46. Absent an explanation for the variation in street time, remedy will be restricted to 52 minutes.

Carrier Reilly's assignment was projected at 8:03 he exceeded his projected route time by 28 minutes. Reilly was assigned a projected 1:11 (1:30 actual) on route 47037. Reilly was assigned no less than 9:14. The case file does not evidence Reilly informed management of the need for overtime on his assignment and was authorized overtime. Remedy will be restricted to the auxiliary assignment.

Carrier Davis' assignment was projected at 7:54 and he was assigned a projected 1:26 on route 32007, he exceeded his projected route time by 13 minutes and the auxiliary by 29 minutes.

Carrier Hitzfeld's assignment was projected at 7:39; he exceeded his projected route time by 51 minutes. The case file did not contain any documentation to address the route times used. Reilly, Davis and Hitzfeld were assigned work off assignment resulting in overtime. Each completed their auxiliary assignments incurring minimal additional time. Remedy was fashioned accordingly.

Carrier Morales was assigned 8:58 (7:32 + 1:26). He was projected at 7:32 on his assignment and used 7:53. He was assigned work off assignment that resulted in overtime. Remedy was fashioned accordingly.

Carriers Kirkland, Tate, and Cardenas each finished their routes in less than the projected time. Each was assigned overtime that resulted in overtime.

Carrier Perez was assigned a projected total assignment of 9:04 (8.12 + 1.52). He completed both assignments under projected time. His work off assignment resulted in overtime.

The following table was compiled from file contents:

7/21/009	Prim	Aux	Primary		Aux			Total		[+/-]
Carrier	Rt	Rt	Proj	Act	Proj	Act	782	Proj	Act	Proj-Act
Montgomery	3202	3201	8.27	7.02	2.32	1.93		10.59	8.95	-1.64
Ramirez	4743	4733	7.75	7.77	1.28	1.58		9.03	9.35	0.32

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Kirkland	4728	4734	7.65	6.98	1.75	2.03		9.40	9.01	-0.39
Tate	3211	3207	7.78	7.48	1.22	1.52		9.00	9.00	0.00
Gonzales	4732	50/41	8.23	7.82	1.30	2.02		9.53	9.84	0.31
Gentezel	3226							0.00	0.00	0.00
Payne	4729	4733	7.83	7.87	1.37	2.13		9.20	10.00	0.80
Perez	3210	3207	8.20	7.67	1.87	1.83		10.07	9.50	-0.57
Reilly	4736	4737	8.05	8.50	1.18	1.50		9.23	10.00	0.77
Hitzfeld	3203	3217	7.65	8.48	1.28	1.50		8.93	9.98	1.05
Cardenes	3253	3255	7.70	7.18	2.40	2.62		10.10	9.80	-0.30
Alex	4730	4737	8.15	7.87	1.28	2.17		9.43	10.04	0.61
Morales	3205	3217	7.53	7.88	1.43	1.75		8.96	9.63	0.67
Thompson	4727	4741	7.85	7.45	1.02	1.60		8.87	9.05	0.18
Davis	3254	3207	7.87	8.08	1.43	1.92		9.30	10.00	0.70

Wednesday, July 22, 2009

The union contends six carriers were improperly assigned.

Management contends:

7/22/2009	Prim	Under	Time	Time	Unauth	Aux	Aux	Unauth	Net	Union	Mgt.
Carrier	Rt	Time	Auth	Used	Time/OT	Assigned	Time used	OT	Used	Request	Offer
Montgomery	T-6	-0.27	0.00	0.59	0.59				8.59	0.59	0.00
Ramirez	4743	-0.72	0.00	1.40	1.40	1.52	1.35	0.00	10.03	1.35	0.00
Perez	3210	-0.25	0.00	0.20	0.20	0.75	1.57	0.82	9.51	1.51	0.00
Baker	3207	-0.62	0.00	0.28	0.28	1.00	1.28	0.28	8.96	0.96	0.44
Vargas	3217	-0.27	0.00	0.00	0.00	0.42	0.72	0.30	8.45	0.45	0.00
Davis	3254	-0.63	0.00	0.87	0.87	0.67	1.47	0.80	9.70	1.46	0.00

The first thing noted in management's position is the projected route times do not provide any consideration for 743 time and on subsequent days, operation 782. Management bases their entire position on the DOIS projections generated by the Route Carrier Daily Performance Analysis Report without consideration for the other duties assigned.

Carrier Montgomery exceeded projections on his route by 31 minutes. The case file did not contain any information why the assignment took longer than projected. He was on operation 743 for .34 units. The case file does not contain any documentation or statement that Montgomery informed management he was going over and was instructed to work overtime.

Carrier Ramirez was projected at 7:17 on his primary assignment. He exceeded his assignment by 1:24. There was no information in the case file to indicate why the assignment took longer than projected. He was assigned 1:31 off his assignment, which he completed in 1:21. Remedy was fashion accordingly.

Carrier Perez was projected to have 15 minutes of undertime. He was assigned to case a projected

0:45 (1:34 actual) off his assignment. Management has complete control and discretion on office assignments. A compromise remedy will be fashioned at 1:15.

Carrier Baker was projected to have 37 minutes of undertime. He was assigned one hour off assignment, which took him minimum additional time to complete. Remedy was fashioned accordingly.

Carrier Vargas had projected route time of 8:05 on his primary assignment. Management's table above is not accurate in this instance. He was assigned total projected time of 8:30, and completed his duties in 8:45. Management has complete control over assignment made for office work.

Carrier Davis was projected at 7:22 on assignment and was assigned a projected 0:40 on route 32055. He exceeded projections on both his route and the auxiliary assignment. The projected street time for the auxiliary was a total of 2:47. While the weekly average for the route was 3.95, there was nothing in the file to indicate why the street time for this day exceeded five hours, or why he exceeded the projected street time for his route.

The following table was compiled from file contents:

7/22/009	Prim	Aux	Primary		Aux			Total		[+/-]
Carrier	Rt	Rt	Proj	Act	Proj	Act	743	Proj	Act	Proj-Act
Montgomery	3201		7.73	8.25			0.34	8.07	8.59	0.52
Ramirez	4743	4786	7.28	8.68	1.55	1.35		8.83	10.03	1.20
Perez	3210	3206	7.75	7.95	0.83	1.57		8.58	9.52	0.94
Baker	3207	3206	7.38	7.67	1.00	1.28		8.38	8.95	0.57
Vargas	3217	4734	8.08	7.73	0.42	0.72		8.50	8.45	-0.05
Davis	3254	3255	7.37	8.23	0.67	1.47		8.04	9.70	1.66

Thursday, July 23, 2009

The union contends seven carriers were improperly scheduled.

Management contends:

7/23/2009	Prim	Under	Time	Time	Unauth	Aux Time	Aux	Unauth	Net Time	Union	Mgt.
Carrier	Rt	Time	Auth	Used	Time/OT	Assigned	Time used	OT	Used	Request	Offer
Anderson	4737	-0.83	0.00	0.68	0.68	1.42	1.33	0.00	9.18	1.18	0.65
Tate	3211	-1.02	0.00	0.00	0.00	0.67	1.12	0.45	8.11	0.11	0.00
Gonzales	4732	-0.15	0.00	0.07	0.07	1.40	2.10	0.70	10.00	2.00	0.63
Gentzel	3226	-0.80	0.00	0.00	0.00	1.58	1.25	0.00	8.45	0.45	0.00
Perez	3210	-0.50	0.00	0.00	0.00	1.57	1.50	0.00	9.00	1.00	1.00
Alex	4730	0.00	0.00	0.16	0.16	1.20	1.50	0.30	9.66	1.66	0.74
Cruz	3214	-0.6	0	1.23	1.23	0.62	0.73	0.11	9.36	0.73	0
Garcia	4785	-0.1	0	0.75	0.75	0.97	0.8	0	9.54	0.8	0.05

Union and Management agreed on the remedy for carrier Perez.

Carrier Anderson was assigned projected duties totaling 8:35 (7:10 + 1:25). He was assigned work off assignment in overtime.

Carrier Tate was projected to have 70 units of undertime, not the 1:02 that management contends in the table above. He completed his route in less than the projected time. He was assigned work off assignment projected at 40 minutes. The total projected street time for the auxiliary was a total of 2:47. The weekly average for the route was 3.95. On this day the total street time for the route was 3:31. The case file did not provide any documentation which supports the projected street time.

Carrier Alex completed his assigned duties incurring minimum additional time.

Carrier Gonzales was projected at 7:51 on route 47032 and was assigned duties on two auxiliaries projected to total 1:25. One of his auxiliary assignments, route 4736 had a projected street time of 1:03. The total projected street time for this route is 6:14. Total street time for the route on this day was 5:07. The second carrier on this route was projected to use 5:10 hours, instead he used 3:23. The projected times do not appear to reflect the actual assignments.

Carrier Cruz exceeded street projections by 1:21 using 7:21. The Workhour Workload did show an average of 6:39 on the route, which does not support the projected route time of 6:00 hours. However, there was no supporting evidence in the file to show why a 7:21 street time was warranted. Cruz was assigned a pivot off assignment. The auxiliary assignment was projected at 62 units. The assignment resulted in 73 units of overtime. Remedy was fashioned accordingly.

Carrier Garcia was projected 7:54 on his own assignment. The case file did not provide documentation to support the 8:39 used. He was assigned work off assignment that resulted in overtime and was on operation 782 for 9 units. Remedy is restricted to 89 units.

The following table was compiled from file contents:

7/23/009	Prim	Aux	Primary		Aux			Total		[+/-]
Carrier	Rt	Rt	Proj	Act	Proj	Act	782	Proj	Act	Proj-Act
Anderson	4737	4788	7.17	7.85	1.42	1.33		8.59	9.18	0.59
Tate	3211	3255	7.30	6.98	0.40	1.07	0.20	7.90	8.11	0.21
Gonzales	4732	31/36	7.85	7.92	1.43	2.10		9.28	10.00	0.72
Gentzel	3226							0.00	0.00	0.00
Perez	3210	3207	7.63	7.50	1.65	1.50		9.28	9.00	-0.28
Alex	4730	4740	8.02	7.90	1.20	1.50	0.26	9.48	9.66	0.18
Cruz	3214	3206	7.40	8.63	0.62	0.73		8.02	9.36	1.34
Garcia	4785	4745	7.90	8.65	0.97	0.80	0.09	8.96	9.45	0.49

Friday, July 24, 2009

The union contends that four carriers were improperly worked.

Management contends:

7/24/2009	Prim	Under	Time	Time	Unauth	Aux Time	Aux	Unauth	Net Time	Union	Mgt.
Carrier	Rt	Time	Auth	Used	Time/OT	Assigned	Time used	OT	Used	Request	Offer
Ramirez	4743	-0.78	0.00	1.02	1.02	0.73	0.53	0.00	8.77	0.53	0.00
Anderson	4737	-0.90	0.00	0.40	0.40	0.78	0.85	0.07	8.39	0.39	0.00

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Gonzales	4732	-0.12	0.00	0.00	0.00	0.50	0.72	0.22	8.29	0.29	0.15
Cardenas	3253	-0.92	0.00	0.95	0.95	0.42	0.48	0.06	8.50	0.48	0.00

Carrier Ramirez exceeded projected time by 1:01 on his own assignment. The case file did not provide any documentation to support why the time was warranted. He was assigned work off assignment which resulted in overtime. Remedy will be restricted to 53 units.

Carrier Anderson was assigned work off assignment which resulted in overtime. He completed his assigned duties incurring minimal overtime.

Carrier Gonzales was assigned duties projected at 8:53 and completed them in 8:29. Gonzales was assigned to case route 47031 for 0:30 (0:45 actual) on route. Gonzales was assigned overtime.

Carrier Cardenas was assigned duties which were projected at 8:81 (7:08 on route, 0:75 off assignment and 0.98 on operation 782.) He completed his duties in less than the projected time.

The following table was compiled from file contents:

7/24/009	Prim	Aux	Primary		Aux			Total		[+/-]
Carrier	Rt	Rt	Proj	Act	Proj	Act	782	Proj	Act	Proj-Act
Ramirez	4743	4741	7.22	8.23	0.73	0.53		7.95	8.76	0.81
Anderson	4737	4741	7.10	7.50	0.78	0.85		7.88	8.35	0.47
Gonzales	4732	4731	7.88	7.57	0.50	0.72		8.38	8.29	-0.09
Cardenas	3253	3255	7.08	7.03	0.75	0.48	0.98	8.81	8.50	-0.31

Management is required to provide the steward time to process the grievance on the clock. On July 27th Steward McCain requested 8 hours to process this grievance. The steward requested an extension for time since he did not obtain the documentation until July 30, 2009. Management did not mutually agree to an extension. Management cannot then state that they could not accommodate the time in such short notice. The documentation request form in the file lists "0" time given to process the grievance. Management initialed this as of August 4th, the date that the Informal A meeting was held. The following is an excerpt from Article 17.4 of the JCAM:

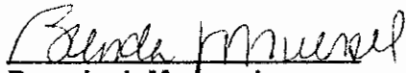
Right to Steward Time on the Clock. Although a steward must ask for supervisory permission to leave his or her work area or enter another one to pursue a grievance or potential grievance, management cannot "unreasonably deny" requests for paid grievance-handling time. Management may not determine in advance how much time a steward reasonably needs to investigate a grievance. National Arbitrator Garrett, MB-NAT-562/MB-NAT-936, January 19, 1977 (C-427). Rather, the determination of how much time is considered reasonable is dependent on the issue involved and the amount of information needed for investigation purposes. (Step 4, NC-S-2655, October 20, 1976, M-00671). Steward time to discuss a grievance may not be denied solely because a steward is in overtime status (Prearbitration Settlement, W4N-5C-C 41287, September 13, 1988, M-00857). It is the responsibility of the union and management to decide mutually when the steward will be allowed, subject to business conditions, an opportunity to investigate and adjust grievances. (Step 4, N-S-2777, April 5, 1973, M-00332)

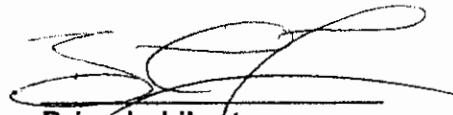
Management can not issue an instruction contrary to the handbook and manuals. Carriers are required to notify management when they determine they are unable to maintain their schedule. An instruction to not call-in from the street is invalid. The M-41 requires carriers to notify management when they feel they cannot maintain their schedule. When an employee notifies management of their

inability to maintain their schedule, management is obligated to give the employee job instructions which can be complied with.

Carriers can not volunteer for overtime on a daily basis, volunteering is restricted to the two weeks immediately proceeding the calendar quarter. When mandating is eminent, all overtime carriers are worked/scheduled to the limits, management may seek volunteers prior to mandating. Management may not seek volunteers to work overtime in lieu of overtime desired list carriers.

The agreement to establish the Dispute Resolution Process included agreement at the national level that the agencies office equipment is available for use by the union in the grievance process. The union is authorized to make two complete copies of the grievance package when the case is impasssed at Formal Step A. The union is authorized to use the agencies office equipment and supplies to make a copy of the grievance package for their retention prior to submission to Step B.


Brenda J. Muesel
NALC Step B Representative


Brian L. Liberty
USPS Step B Representative

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

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