

DALLAS DISTRICT DISPUTE RESOLUTION TEAM

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Andy Alvarado  
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STEP B DECISION

Step B Team: Andy Alvarado  
Schenequa Neal

District: Rio Grande  
Deciding District: Dallas

Formal Step A Parties  
NALC: E Quinonez  
USPS: J Vasquez

Decision: RESOLVE  
USPS Number: G11N-4G-C 16097762  
Grievant: Class Action  
Branch Grievance Number: 421-079-16  
Branch Number: 421  
Installation: San Marcos  
Delivery Unit: San Marcos 78666  
State: Texas  
Incident Date: 12/26/2015  
Date Informal Step A Initiated: 01/22/2016  
Formal Step A Meeting Date: 02/18/2016  
Date Received at Step B: 02/22/2016  
Step B Decision Date: 03/01/2016  
USPS Issue Code: 08.5410  
NALC Issue Code: 120051  
Original Step B Received Date:  
Date Sent To Assisting Team:

**ISSUE:** Did Management violate Article 8 of the National Agreement when they assigned overtime to the Work Assignment and Non ODL carriers prior to working the ODL carriers the week of 12/26/2015 through 01/01/2016? If so, what is the appropriate remedy?

**DECISION:** The Dispute Resolution Team (DRT) has **RESOLVED** this grievance. There was a violation. The Dispute Resolution Team reached common ground on the remedy. The following employees will be compensated the following lump sum amounts to be entered at the Step B Level of the Grievance / Arbitration Procedure:

Employee	EIN	Amount
S Keys	02615845	38
D Iten	02126521	111
J Loyd	03167660	114
J Brashears	01948392	20
R Briseno	04122157	139
M Meditz	04348359	168
P Lantigua	02077022	106
G Folster	02123533	168
H Trelles	02177901	168

P Calderon	03660409	168
D Romero Sr	02201151	168
D Yanez	02187333	168

**EXPLANATION:** For the dates of 12/26/2015 through 01/01/2016 non-ODL and Work Assignment carriers worked off assignment overtime and the non-scheduled day while ODL carriers were available.

The union contends management violated articles 8.5.D, 8.5.G and Article 3 of the National Agreement by improperly utilizing the non ODL and Work Assignment carrier to carry auxiliary assistance on/off their assigned routes and into overtime status. They state there were ODL carriers available to work the mandated overtime.

The union contends for the week there were several hours of violations. They state the weekly schedule shows routes open daily. They state had management utilized the auxiliary assistance and ODL carrier properly, no violations would have occurred. They state management is not mandating based on the junior employee.

The union requests an award of compensatory time off with pay (at the straight time rate). They request the non ODL carriers who lost time off due to being improperly mandated to work into overtime on another route be made whole. They request the ODL carriers be awarded overtime and penalty overtime pay up to the maximum daily and weekly work-hour limit for the missed overtime opportunities.

Management contends the period in question is during the penalty exclusion period. They state most of the carriers could not possibly work the additional hours the union is requesting. They state the date of 12/31/2015 was due to holiday scheduling therefore the date is not subject to the ODL requirement.

**National Agreement**

**8.5.C.2.a.** When during the quarter the need for overtime arises, employees with the necessary skills having listed their names will be selected from the "Overtime Desired" list.

**JCAM page 8-15**

**Implementing Memorandum on "Letter Carrier Paragraph."** A memorandum of understanding signed December 20, 1988 (M-00884) further explained the requirement to seek to use auxiliary assistance before requiring letter carriers not on the ODL or Work Assignment List to work overtime on their own route on a regularly scheduled day. Management must seek to use all of the following to provide auxiliary assistance:

- part-time flexibles at the straight-time or regular overtime rate
- city carrier assistant employees at the straight-time or regular overtime rate
- available full-time regular employees such as unassigned or reserve regulars at the straight-time rate
- full-time carriers from the Overtime Desired List at the regular overtime rate

However, the memo states that management does not have to use ODL carriers to provide auxiliary assistance if such an assignment would mean that the ODL carriers would be working *penalty overtime*. In that limited situation—if no auxiliary assistance is available without going into penalty overtime—management can require full-time regular carriers not on the Overtime Desired List to work overtime on their own routes on a regularly scheduled day. Remember that this limited exception applies only when a full-time non-ODL letter carrier is required to work overtime on his/her own assignment on a regularly scheduled day.

Before requiring a non-ODL carrier to work overtime on a non-scheduled day or off his/her own assignment, management must seek to use a carrier from the ODL, even if the ODL carrier would be working penalty overtime

### **National Agreement Article 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.

### **JCAM page 8-11**

Article 8.5.G provides that employees on the Overtime Desired List may be required to work up to 12 hours per day and 60 hours per week. It further provides that the 12 and 60 hour restrictions do not apply to employees on the Overtime Desired List during the month of December.

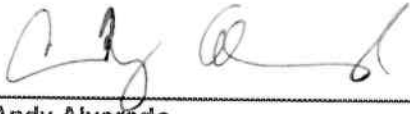
### **JCAM page 8-7**

**Penalty Overtime Entitlement of Full-time Employees.** A full-time employee receives penalty overtime pay at two times the base straighttime rate (Article 8.4.C) for work beyond the limits stated in Article 8.5.F, which are, excluding December:

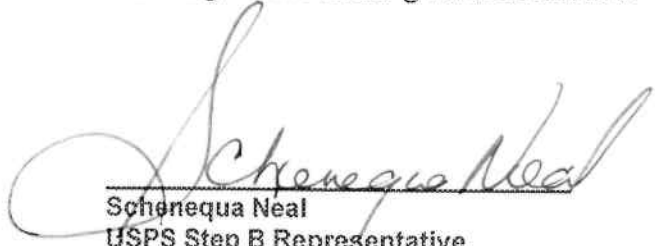
The grievance file shows non ODL carriers worked the non-scheduled day of 12/31/2015. The scheduling for 12/31/2015 falls under the provisions of Article 11 up to 8 hours.

The dates in this grievance are during the Penalty Overtime Exclusion Period.

The Dispute Resolution Team reviewed all evidence and arguments in the grievance file and rendered the above decision.



Andy Alvarado  
NALC Step B Representative



Schenequa Neal  
USPS Step B Representative

cc: Rio Grande DRT

Contents of the grievance file: PS Form 8190, NALC contentions, Informal Step A request for documentation/steward time/Informal Step A meeting, Request for a Formal Step A meeting, Weekly schedule, Overtime Sign-Up Sheet, Overtime Alert, Employee Moves Report, Hours Analysis, NALC off assignment and Overtime Hours, NALC hours available sheet, NODL/Work Assignment off assignment, Overtime hours request remedy, USPS contentions, PS Form 3996, Carrier Schedule, time limit extensions for Informal Step A and Formal Step A, Table of Contents, END.



