

DALLAS DISTRICT DISPUTE RESOLUTION TEAM

Schenequa Neal
USPS Representative

1112 18th Street
Plano, TX 75074
PH # 972-578-4703
Fax #972-578-8054

Andy Alvarado
NALC Representative



RESOLVED



STEP B DECISION

Step B Team: Andy Alvarado
Schenequa Neal

Decision: RESOLVE
USPS Number: G11N-4G-C 16097765
Grievant: Class Action
Branch Grievance Number: 421-077-16
Branch Number: 421
Installation: San Marcos
Delivery Unit: San Marcos 78666

District: Rio Grande
Deciding District: Dallas

State: Texas
Incident Date: 12/19/2015
Date Informal Step A Initiated: 01/19/2016
Formal Step A Meeting Date: 02/18/2016
Date Received at Step B: 02/22/2016
Step B Decision Date: 03/07/2016
USPS Issue Code: 08.5410
NALC Issue Code: 120051
Original Step B Received Date:
Date Sent To Assisting Team:

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

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 12/19/2015 through 12/25/2015? 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	128
T Harris	04043170	104
J Medina	02252350	13
J Brashears	01948392	132
R Briseno	04122157	104
L Meditz	04348359	110
D Yanez	02187333	220
P Lantigua	02077022	175
H Trelles	02177901	220
G Folster	02123533	220

D Romero Sr	02201151	111
P Calderon	03660409	220

EXPLANATION: For the dates of 12/19/2015 through 12/25/2015 non-ODL and Work Assignment carriers worked off assignment overtime and the non-scheduled days 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 this time period is during the penalty exclusion period. They state 2 carriers were on annual leave and 1 carrier was on extended sick leave.

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 straight time rate (Article 8.4.C) for work beyond the limits stated in Article 8.5.F, which are, excluding December:

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, leave/return report, time limit extension, moratorium extension, Table of Contents, END.

Total Pending: \$0.00
Total Submitted: \$0.00

Paid and Errors from Finance

Status	Error or Warning	App Seq	Request Amount	Amount Paid	PP	Last Name	First Name	SSN	Relevant PP	Requested By	Date Requested	Buttons
No Data												
Total Paid: \$0.00												
Total Error: \$0.00												