

DALLAS DISTRICT DISPUTE RESOLUTION TEAM

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Laura Maglaris  
NALC Representative



RESOLVED



STEP B DECISION

Step B Team: Laura Maglaris  
James Chandler

Decision: RESOLVED  
USPS Number: G11N-4G-C 16097724  
Grievant: Class Action  
Branch Grievance Number: 421-149-16  
Branch Number: 421  
Installation: San Marcos  
Delivery Unit:  
State: Texas  
Incident Date: 12/13/2015  
Informal Step A Meeting Date: 1/29/2016  
Formal Step A Meeting Date: 2/18/2016  
Date Received at Step B: 2/22/2016  
Step B Decision Date: 2/29/2016  
USPS Issue Code: 08.8000  
NALC Issue Code: 508699

District Grieving: Rio Grande  
District Deciding: Dallas

Formal Step A Parties:  
Joe Vasquez, USPS  
Edward Quinonez, NALC

**ISSUE:** Did management violate Article 8.8.B of the National Agreement when they scheduled Full Time Regular carriers to work less than their guarantee on their non-scheduled day? If so, what is the appropriate remedy?

**DECISION:** The DRT **RESOLVED** this grievance. Violations of Article 8.8.B. did occur. The following carriers will be paid overtime hours in the amounts shown below to satisfy their 8 hour guarantee. Payments input at the Step B level.

NAME	EMPLOYEE ID #	OVERTIME HOURS
BR Navaria-Peralta	04440591	3.46 Hours OT \$149.00
T Harris	04043170	3.30 Hours OT \$142.00
J Scott	04309188	2.87 Hours OT \$123.00
D Romero	02201151	5.02 Hours OT \$216.00
D Yanez	02187333	2.42 Hours OT \$104.00
G Folster	02123533	4.36 Hours OT \$187.00
M Suarez	03453376	3.11 Hours OT \$134.00

**EXPLANATION:** The Union contends management violated Article 8.8.B by scheduling six (6) Full Time Regular carriers to work less than their 8 hour guarantee on their non-scheduled day, Sunday, 12/13/2015. The Union contends the carriers that worked their non-scheduled day are guaranteed 8 hours overtime pay, in addition to an additional 25 percent of their base hourly straight time rate as Sunday premium pay.

The Union requests as remedy that all carriers worked on Sunday, 12/13/2015 be granted compensatory time off, in addition to Sunday premium pay.

**Management contends** there was no violation as all the carriers that worked Sunday, 12/13/2015 were volunteers and none were called in to work.

The DRT reviewed all documents in the file and determined violations occurred when Full Time Regular carriers were scheduled to work less than their 8 hour guarantee on their non-scheduled day. There is no provision in the National Agreement which allows carriers to volunteer to waive their guarantee under such circumstances.

**JCAM, Page 8-26:**

8.8.B B. When a full-time regular employee is called in on the employee's non-scheduled day, the employee will be guaranteed eight hours work or pay in lieu thereof.

**Pay Guarantee For Full-Time Employee on Non-Scheduled Day.** A full-time regular or full-time flexible employee called in on a nonscheduled day is guaranteed 8 hours of work (or pay in lieu thereof). This guarantee also applies on a holiday or designated holiday.

**JCAM, Page 8-27:**

**Waiving guarantees.** The Step 4 settlement H4N-2D-C 40885, November 14, 1988 (M-00879) provides that "Management may not solicit employees to work less than their call-in guarantee, **nor may employees be scheduled to work if they are not available to work the entire guarantee.** However, an employee may waive a guarantee in case of illness or personal emergency." This procedure is addressed in the ELM Section 432.63.

**ELM 432.6:**

432.6 Guaranteed Time

432.61 Explanation

Guaranteed time is paid time that is not worked under the guaranteed provisions of collective bargaining agreements for periods when an employee has been released by the supervisor and has clocked out prior to the end of a guaranteed period. For example, most full-time regular employees in the bargaining units are guaranteed 8 hours of work (or pay in lieu) if they are called in on their nonscheduled day to work. If such an employee works 6 hours and is then told by the supervisor to clock out because of lack of work, the remaining 2 hours of the employee's 8-hour guaranteed is recorded as *guaranteed time*. It is not possible for an employee to earn *guaranteed time* as long as he or she is on the clock.

Management's contention that the carriers were not literally "called in" is not supported by any contractual provision. The language on **Page 8-27 of the JCAM** regarding waiving guarantees is clear that carriers may not waive the 8 hour guarantee regardless of whether they are "called in" or scheduled to work. The only exceptions are personal emergency and/or becoming ill after reporting. Neither exception existed on 12/13/15.

The Union requested as remedy that the carriers be paid Sunday premium for all hours worked on 12/13/2015.

**JCAM, Page 8-23:**

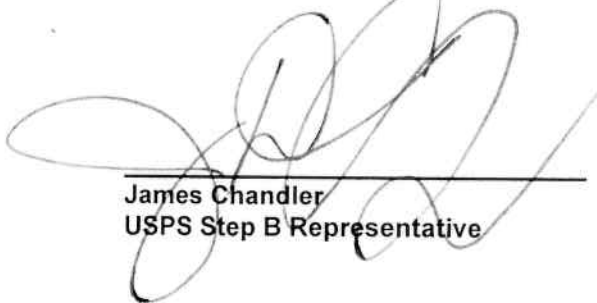
**8.6 Section 6. Sunday Premium Payment**

Each employee whose regular work schedule includes a period of service, any part of which is within the period commencing at midnight Saturday and ending at midnight Sunday, shall be paid extra compensation at the rate of 25 percent of the employee's base hourly rate of compensation for each hour of work performed during that period of service.

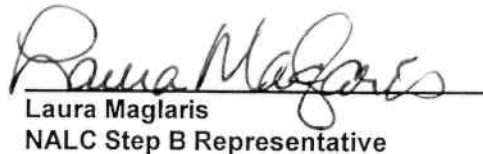
An employee's regularly scheduled reporting time shall not be changed on Saturday or Sunday solely to avoid the payment of Sunday premium payment.

Sunday Premium payment is not applicable in this instance as these carriers worked their **non-scheduled day, which is not within their regular work schedule**. Sunday Premium payment is only applicable when the carrier's regular work schedule includes any period of service commencing at midnight Saturday through midnight Sunday.

The appropriate remedy is to make the carrier's whole by paying their guaranteed time at the regular overtime rate.



James Chandler  
USPS Step B Representative



Laura Maglaris  
NALC Step B Representative

cc: Rio Grande DRT

Contents: 8190, Extensions, NALC Requests, Overtime Worksheet, NALC Contentions, USPS Contentions, TACS Reports, DRT Decision C08229191,

## Payout Request History for Grievance 16097724

[HELP](#)

no data

<p><b><u>Not Processed By Payroll</u></b></p> <p><input checked="" type="checkbox"/> New (Not yet sent to Payroll)</p> <p><input checked="" type="checkbox"/> Pending (Not back from Payroll)</p> <p><input checked="" type="checkbox"/> Submitted (Received acknowledgment from Payroll, awaiting processing)</p>	<p><b><u>Payroll Processed</u></b></p> <p><input checked="" type="checkbox"/> Paid (Back from Payroll without error)</p> <p><input checked="" type="checkbox"/> Payroll Error (Back from Payroll with error)</p>
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### New, Pending and Submitted Requests

Status	GATS Code	App Seq	Request Amount	Last Name	First Name	SSN	Relevant PP	Requested By	Date Requested	
New		3	\$104.00	YANEZ	DANIEL	2066	PP27 FY2015	VCMRB0	03/02/2016	<input type="button" value="Detail"/>
New		3	\$123.00	SCOTT	JOSHUA	3330	PP27 FY2015	VCMRB0	03/02/2016	<input type="button" value="Detail"/>
New		3	\$134.00	SUAREZ	MARIA	8960	PP27 FY2015	VCMRB0	03/02/2016	<input type="button" value="Detail"/>
New		3	\$142.00	HARRIS	TAMMY	2996	PP27 FY2015	VCMRB0	03/02/2016	<input type="button" value="Detail"/>
New		3	\$149.00	NAVAIRA-PERALTA	BOBBY	6057	PP27 FY2015	VCMRB0	03/02/2016	<input type="button" value="Detail"/>
New		3	\$187.00	FOLSTER	GREGORY	9372	PP27 FY2015	VCMRB0	03/02/2016	<input type="button" value="Detail"/>
New		3	\$216.00	ROMERO	DAVID	0864	PP27 FY2015	VCMRB0	03/02/2016	<input type="button" value="Detail"/>
Total New: \$1,055.00										
Total Pending: \$0.00										
Total Submitted: \$0.00										

### Paid and Errors from Finance

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