



**RESOLVE**



**STEP B DECISION**

<b>Step B Team:</b>	Decision:	<b>RESOLVE</b>
USPS:	USPS Number:	<b>G16N-4G-C 1816 3576</b>
<b>Alex Zamora</b>	Grievant:	<b>Class</b>
NALC:	Branch Grievance Number:	<b>421-141-18</b>
<b>Jim Ruetze</b>	Branch:	<b>421</b>
	Installation:	<b>Schertz</b>
District:	Delivery Unit:	<b>MPO</b>
<b>Rio Grande</b>	State:	<b>TX</b>
	Incident Date:	<b>01/13/2018-01/19/2018</b>
	Informal Step A Initiated:	<b>02/10/2018</b>
	Formal Step A Meeting:	<b>No Meeting</b>
USPS Formal A:	Date Received at Step B:	<b>03/07/2018</b>
<b>No Meeting</b>	Step B Decision Date:	<b>03/20/2018</b>
NALC Formal A:	Issue Code:	<b>08.5450</b>
<b>John English</b>	NALC Subject Code:	<b>120051</b>

**ISSUE:**

Did management violate Article 8.5 of the National Agreement by mandating non-ODL/Work Assignment carriers to work overtime off assignment when there were available ODL carriers? If so, what is the appropriate remedy?

**DECISION:**

The Dispute Resolution Team (DRT) mutually agreed to **RESOLVE** this grievance. The case file did evidence a violation of Article 8.5. Payment has been made by the Step B team to the carriers listed below. See DRT Explanation.

02430038	Henry, D	<b>\$22.50</b>	02079873	Tullos, O	<b>\$29.25</b>
03488290	Betts, H	<b>\$46.75</b>	02351408	Zengerie, J	<b>\$45.38</b>
03649732	English, J	<b>\$99.50</b>	01954621	Martinez, J	<b>\$21.00</b>
01194867	Brewer, D	<b>\$106.13</b>	02330345	Sandoval, P	<b>\$96.76</b>
02946527	Alexander, R	<b>\$42.38</b>	04406982	Bradwell, D	<b>\$53.25</b>
04420058	Harrell, T	<b>\$93.00</b>			

**EXPLANATION:**

The union contends management violated the contract by mandating non-ODL/Work Assignment carriers to work overtime off assignment when there was auxiliary assistance available.

**Management** did not meet at the Formal Step A level and did not provide any contentions.

The **DRT** determined that there was a violation when non-ODL carriers were forced to work overtime off-assignment when there were available ODL employees. Work Assignment carriers were mandated to work overtime off assignment and were remedied at 50% of the straight-time rate. The ODL carriers who were available for the overtime were paid at the overtime or penalty overtime rate depending on how many hours in the day they had already

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worked. The DRT fashioned the remedy based on the available reports and information in the case file.

Applicable contract language from Article 8 in the JCAM is shown below in relevant part:

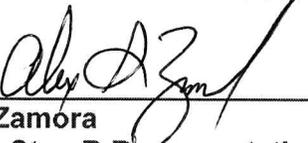
**8.5.G** Full-time employees not on the "Overtime Desired" list may be required to work overtime only if all available employees on the "Overtime Desired" list have worked up to twelve (12) hours in a day or sixty (60) hours in a service week. Employees on the "Overtime Desired" list:

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.

**Mandatory Overtime.** One purpose of the Overtime Desired List is to excuse full-time carriers not wishing to work overtime from having to work overtime. Before requiring a non-ODL carrier to work overtime on a non-scheduled day or off his/her own assignment on a regularly scheduled day, management must seek to use a carrier from the ODL, even if the ODL carrier would be working penalty overtime. However, if the Overtime Desired List does not provide sufficient qualified fulltime regulars for required overtime, Article 8.5.D permits management to move off the list and require non-ODL carriers to work overtime on a rotating basis starting with the junior employee.

Based on the review of the case file, the DRT agreed to the remedy above.

  
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**Alex Zamora**  
**USPS Step B Representative**

  
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**Jim Ruetze**  
**NALC Step B Representative**

**Grievance File Contents:**

PS Form 8190  
Carrier Schedule  
Employee Everything Report  
Hours Analysis Report  
Formal A Meeting Request  
Time Limit Extension

Union Contentions  
Employee Moves Report  
Union Remedy Worksheet  
Union Information Request  
OTDL Sign-Up Sheet

cc: District Manager, Rio Grande District  
NALC NBA, Region 10  
Manager, Human Resources, Rio Grande District  
Manager, Labor Relations, Rio Grande District  
Postmaster  
NALC Branch President  
USPS Formal A Representative  
NALC Formal A Representative  
DRT File