



RESOLVE



STEP B DECISION

Step B Team:	Decision:	RESOLVE
USPS:	USPS Number:	G16N-4G-C 2007 6578
Robin Gutman	Grievant:	Abraham Heikal
NALC:	Branch Grievance Number:	421-1443-19
Leneea Segovia	Branch:	421
	Installation:	Schertz
Grieving District:	Delivery Unit:	MPO
Rio Grande	State:	Texas
	Incident Date:	11/23/2019-11/29/2019
	Informal Step A Meeting:	12/21/2019
	Formal Step A Meeting:	01/22/2020
	Original Step B Received Date:	02/18/2020
	Step B Decision Date:	03/06/2020
	Issue Code:	08.5000
	NALC Subject Code:	120057

ISSUE:

Did management violate Articles 3 and 8.5 of the National Agreement (NA) by improperly assigning overtime during the week of 11/23/2019 through 11/29/2019? If so, what is the appropriate remedy?

DECISION:

The Dispute Resolution Team (DRT) has mutually agreed to **RESOLVE** this grievance. The Step B Team has considered all arguments and evidence in the case file and determined management did violate Article 8.5.G. Management must comply with the provisions of Article 8.5.G of the National Agreement. Additionally, the grievant listed below is awarded pay at the appropriate rate for the amount of overtime he should have performed on his own assignment, up to ten hours per day. All payments have been made at the Step B level.

04393362	Heikal, A.	1.33 hours at OT	\$58.55
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EXPLANATION:

This grievance concerns Abraham Heikal, full-time Work Assignment List (WAL) city carrier assigned to the Main Post Office in Schertz, Texas. On three occasions during the week of 11/23/2019 through 11/29/2019 ODL carriers performed overtime on Heikal's assignment.

The union filed this grievance to challenge management's failure to comply with Article 8.5.G of the National Agreement and failure to comply with previous decisions. Unable to achieve a resolution through the Informal and Formal A steps of the grievance procedure, the union appealed to Step B.

The union at Formal Step A contended management violated Articles 3, 5, and 8.5 of the National Agreement and the Letter Carrier Paragraph when they improperly utilized Overtime Desired List (ODL) carriers to perform overtime on a Work Assignment List (WAL) carrier's route. The union contended there were three different dates that WAL carrier Abraham

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Heikal did not work all the time on his route that should have been afforded to him during the week in question.

The union requested the Schertz management staff at all levels immediately cease and desist violating the provisions of Article 8.5.G when improperly assigning overtime to ODL carriers. The union also requested letter carrier Abraham Heikal be paid a make-whole monetary remedy of \$55.86.

Management at Formal Step A contended under Article 3 management has the exclusive right to maintain the efficiencies of the operations as well as manage as they deem appropriate. Management contended to meet service requirements time was taken from carrier Heikal who would have otherwise gone beyond 10 hours.


Management denied the grievance due to the work assignment agreement, it is in the parties' best interest not to work beyond 10 hours and into premium pay (POT).

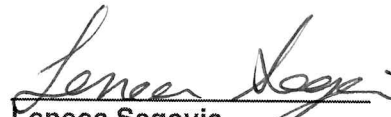
The DRT reviewed the case file and determined there was a violation of Article 8.5.G of the National Agreement when management improperly utilized ODL carriers on a WAL carrier's assignment. The DRT agreed the following ~~contract language~~ and Joint Contract Administration Manual (JCAM) language explanation applies to overtime assignments among full-time regular employees on the Work Assignment List. Page 8-22 of the JCAM provides in relevant part:

Full-time letter carriers who sign the Work Assignment List are considered to be available for up to 12 hours per day on regularly scheduled days. However, the Work Assignment Agreement recognizes that it is normally in the parties' best interests not to require employees to work beyond 10 hours per day, and managers should not require "work assignment" volunteers to work beyond 10 hours "unless there is no equally prompt and efficient way to have the work performed."

Management may assign an employee from the regular ODL to work regular overtime to avoid paying penalty pay to a carrier who has signed for Work Assignment overtime. This exception does not apply during the December exclusion period when penalty overtime is not paid. Management may always assign another carrier to perform the work at the straight-time rate rather than assigning overtime to a carrier on the Work Assignment List. Management may also assign PTFs and CCAs at the straight-time or overtime rate (up to the ELM limitations).

In this case, management assigned ODL carriers to perform WAL carrier Heikal's work at the same rate Heikal would have been paid, had he done the work himself. Therefore, the DRT determined those assignments were in violation of Article 8.5 and agreed to the remedy above.


Robin Gutman
USPS Step B Representative


Leneea Segovia
NALC Step B Representative

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Grievance File Contents:

PS Form 8190	Route/Carrier Daily Performance (3 pages)
Management's Contentions	Employee Moves Report (5 pages)
Union's Contentions (10 pages)	Overtime Desired List
Remand DRT Decision (2 pages)	Steward Designation Letter (2 pages)
Emails Between Formal A Parties (3 pages)	Kathy Baldwin Email
Informal A Resolution Form	Previous Step B Decisions (6 Pages)
Time Limit Extension (3 pages)	Arbitrations (13 Pages)
Picture of Envelope	M-01664
Request for Documentation	M-01444 (2 pages)
Formal A Request Form	

**cc: Labor Relations, Southern Area
District Manager, Rio Grande District
NALC NBA, Region 10
Manager, Human Resources, Rio Grande District
Manager, Labor Relations, Rio Grande District
Postmaster, Schertz
NALC Branch President
USPS Formal A Representative Arthur Sanchez
NALC Formal A Representative Adam Reyna
DRT File**

Payout Request History for Grievance 20076578

[HELP](#)

no data

<p><u>Not Processed By Payroll</u></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><u>Payroll Processed</u></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		4	\$58.55	HEIKAL	ABRAHAM	0669	PP25 FY2019	KMGQXV	03/06/2020	<input type="button" value="Details"/>
Total New: \$58.55										
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											