

RESOLVE



STEP B DECISION

USPS Step B:	Decision:	RESOLVE
Richard Ketchum	USPS Number:	4G19N-4G-C 2212 7025
NALC Step B:	Grievant:	Class
Jim Ruetze	Branch Grievance Number:	421-0119-22
	Branch:	421
	Installation:	Eagle Pass
Dispute Resolution Team:	Delivery Unit:	MPO
Rio Grande	State:	TX
District Grieving:	Incident Date:	01/15/2022-01/21/2022
Texas 3	Informal Step A Initiated:	02/03/2022
	Formal Step A Meeting:	02/10/2022
	Received at Step B:	02/11/2022
	Step B Decision Date:	03/03/2022
	Issue Code:	08.5450
	NALC Subject Code:	120051

ISSUE: Did management violate Article 8.5 of the National Agreement by assigning carriers not on the overtime desired list (ODL) to work their nonscheduled day on January 15, 2022? If so, what is the remedy?

Did management violate Article 8.5 of the National Agreement when Part-time Flexible (PTF) carrier Sergio Vega worked in excess of 60 hours during the week of January 15-22, 2022? If so, what is the remedy?

Did management violate Article 8.8 when letter carrier Orlando Rodriguez was not paid his full reporting guarantee when he worked his nonscheduled day on January 15, 2022? If so, what is the remedy?

DECISION: The Dispute Resolution Team (DRT) mutually agreed to **RESOLVE** this grievance. There was no violation of Article 8.5 when two non-ODL carriers were scheduled on January 15. That was the scheduled workday prior to the Martin Luther King, Jr. holiday; thus, that schedule was made in accordance with the provisions of Article 11.6. The ODL is not a factor in making the holiday schedule.

There was no violation of Article 8.5 when PTF Vega worked in excess of 60 hours during the week in question. PTF carriers have no set weekly workhour limit. The 60 hour limit applies to full-time carriers only.

There was a violation of Article 8.5 when full-time carrier Orlando Rodriguez (EIN 04233586) worked 7.84 hours, which is less than his eight-hour reporting guarantee and was not paid for the difference. The DRT has compensated him \$7.08 through GATS to make him whole for the violation. See the DRT Explanation below.

EXPLANATION: The union filed this grievance to protest management's scheduling of two non-ODL carriers on January 15, the scheduling of a PTF for more than 60 hours of work during the week cited, and management's failure to pay one of the January 15 non-ODL carriers his reporting guarantee. Unable to achieve a resolution through the Informal or Formal Step A levels of the grievance process, the union appealed the grievance to Step B.

The union at Formal Step A contended management violated Article 8.5 when non-ODL carriers Anthony Rodriguez and Orlando Rodriguez were improperly forced to work their nonscheduled day on January 15, 2022. ODL carriers were available to cover the work they did. The union further contended PTF carrier Sergio Vega worked 61.35 hours during that week, in violation of the 60 hour limit in Article 8.5. Moreover, the union contended Orlando Rodriguez was not provided sufficient work to fill his eight-hour guarantee and was not paid the difference.

The union requested the ODL carriers and city carrier assistants who were at work on January 15 be compensated for the hours the non-ODL carriers worked that day. The union also requested PTF Sergio Vega be compensated an additional 50% of the straight time rate for all time worked in excess of 60 hours that week. Furthermore, the union requested Orlando Rodriguez be paid the difference between his work hours on January 15 and his workhour guarantee of eight hours.

Management at Formal Step A contended they followed Article 11 in scheduling carriers on January 15. Management also maintained the PTF was scheduled for so many hours due to staffing problems that week and exceeding 60 hours was not because of any malicious intent.

The DRT reviewed the case file and determined January 15 was the Saturday prior to the Martin Luther King, Jr.'s Birthday holiday. The DRT agreed the ODL status of an employee is not a consideration when making the holiday schedule. Rather, the pecking order for holiday scheduling in the Local Memorandum of Understanding (LMOU) controls who should be scheduled. The case file did not evidence management violated the pecking order when scheduling the named non-ODL carriers.

The union's claim that PTF Vega's work hours exceeded the 60 hour limit was without merit because the 60 hour limit applies only to full-time letter carriers. The JCAM, on page 8-19, includes the following relevant language:

Maximum Hours—60 Hour Limit. National Arbitrator Mittenthal ruled in H4N-NA-C 21 "Fourth Issue," June 9, 1986 (C-06238) that the 12-hour and 60-hour limits are absolutes—a full-time employee may neither volunteer nor be required to work beyond those limits. This rule applies to all **full-time employees** on the ODL or Work Assignment List except during the Penalty Overtime Exclusion Period (December). [Emphasis Added]

Limitations regarding full-time employees not on the ODL or Work Assignment List, PTFs, and CCAs are governed by ELM Section 432.32. ELM Section 432.32

rules apply during the penalty overtime exclusion period (December). (Step 4, E94N-4E-C 96031540, February 25, 1998, M-01272).

The case file does support the union's contention that Orlando Rodriguez did not work, and was not paid for, his full reporting guarantee. The DRT therefore agreed to compensate him for this violation by paying him the difference between his hours worked on January 15 and his eight hour reporting guarantee. Pages 8-23 and 8-24 of the JCAM include the following, in relevant part:

8.8.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 non-scheduled day is guaranteed 8 hours of work (or pay in lieu thereof). This guarantee also applies on a holiday or designated holiday.

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



Richard Ketchum
USPS Step B Representative



Jim Ruetze
NALC Step B Representative

cc:

LR Manager, Southern Area
NALC Region 10 NBA
District HR Manager
District LR Manager
USPS Formal A Jesus Carrillo

NALC Branch President
NALC Formal A Jorge Valdez
District Manager
Postmaster
DRT File

Grievance File Contents

PS Form 8190
Request for Information/Steward Time
Request for Information/Steward Time
Request for Formal Step A Meeting
Union Contentions - 9 pgs
Table of Contents
Management Contentions - 2 pgs
Performance/Analysis Report - 21 pgs

Leave Usage Log List Report - 2 pgs
ODL
Schedule
Overtime Alert Report - 2 pgs
Employee Everything Report - 51 pgs
Employee Moves Report - 8 pgs
Daily Hours Report - 9 pgs
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Payout Request History for Grievance 22127025

HELP

<p>Not Processed By Payroll</p> <input checked="" type="checkbox"/> New (Not yet sent to Payroll) <input checked="" type="checkbox"/> Pending (Not back from Payroll) <input checked="" type="checkbox"/> Submitted (Received acknowledgment from Payroll, awaiting processing)	<p>Payroll Processed</p> <input checked="" type="checkbox"/> Paid (Back from Payroll without error) <input checked="" type="checkbox"/> Payroll Error (Back from Payroll with error)
<input type="button" value=" < Back"/>	<input type="button" value=" Show History"/>

New, Pending and Submitted Requests

Status	GATS Code	App Seq	Request Amount	Last Name	First Name	SSN	Relevant PP	Requested By	Date Requested	Buttons		
New		1	\$7.08	RODRIGUEZ	ORLANDO	4459	PP5 FY2022	VY5GH0	03/07/2022	<input type="button" value=" Details"/>	<input type="button" value=" Delete"/>	<input type="button" value=" Edit"/>
Total New: \$7.08												
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	Buttons
No Data												
Total Paid: \$0.00												
Total Error: \$0.00												