



STEP B DECISION

CAPITAL METRO AREA
NALC/USPS STEP B
DISPUTE RESOLUTION
TEAM

DISTRICTS
CAPITAL
BALTIMORE
NORTHERN VIRGINIA

DECISION: RESOLVED
USPS GATS #: K01N-4K-C 07086129
GRIEVANT: NALC
BRANCH GRIEVANCE NUMBER: 55-07-KL1
BRANCH: 3825
INSTALLATION: 23-7885
DELIVERY UNIT: Derwood/Rockville
STATE: Maryland
DATE STEP A INITIATED: 01/20/2007
STEP A MEETING DATE: 02/01/2007
DATE RECEIVED AT STEP B: 02/12/2007
STEP B DECISION DATE: 04/12/2007
ISSUE CODE: 08.5700

ISSUE:

Did Management violate Article 8 section 5.g of the National Agreement on January 17, 2007 by working non ODL carrier Richard Kriss, as well as hundreds of prior settlements including many pre-arbitration settlements and precedent setting Step B decisions and a recent arbitration award dated August 31, 2006, and if so, what is the appropriate remedy?

DECISION:

The Dispute Resolution Team has RESOLVED this grievance. Based on the documentation contained in the case file, the local parties have agreed that Management did violate Article 8 section 5.g of the National Agreement. The only issue in this case for the Step B Team to decide on, is the additional 150% for the repetitive violation of Article for all hours worked by the non-ODL on January 17, 2007. The Step B Team agrees that the Grievant Richard Kriss is to be granted an additional 150% for all hours worked on January 17, 2007. Management is directed to make the pay adjustment within 14 days from the date of this decision. No other remedy is granted.

EXPLANATION:

On Wednesday, January 17, 2007 Non-ODL carrier, Richard Kriss worked his nonscheduled day. The Union alleges that there were carriers on the 12 hour overtime desired list that were available to work up to 12 hours and did not. The issue of whether Management violated Article 8 is not in dispute, because Management agreed to the violation, but not the remedy requested by the Union.

The Union contends that this case should not have been sent to the Step B Team, due to prior local settlement and precedent setting Step B decisions, Pre-arbitration and Regional Regular panel arbitration settlements resulting in the repetitive Article 8 violation.

Management contends that the Grievant should not be compensated beyond the eight (8) hours overtime he worked on January 17, 2007.

After carefully reviewing all the facts and documentation in this case, the Step B Team agrees that, the Union has presented overwhelming documentation providing the necessary evidence showing Management has repeatedly violated Article 8 of the National Agreement in a ongoing basis which is not disputed by Management . In reviewing the case file the Union has submitted countless Informal, and Formal Step A grievance settlements, in addition to Prior Step B decisions, Pre-arbitration, and two regular panel arbitration decisions granting an escalating remedy for the recurring Article 8 violation in Rockville.

Therefore, the Team finds it wholly appropriate in this instance, to render the above stated decision.

Case File Inventory:

PS Form 8190-1 page

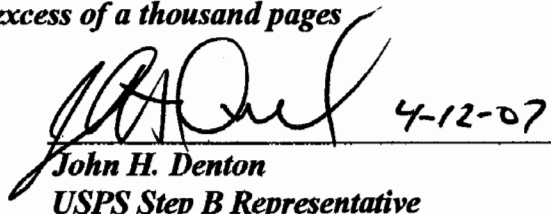
Union Package 42 pages

Union's Supporting Documentation, excess of a thousand pages

Management Package 21 pages

 4/12/07

Alton R. Branson
NALC Step B Representative

 4-12-07

John H. Denton
USPS Step B Representative

USPS GATS #: K01N-4K-C 07086129

CC: Step A Parties

District Labor Relations

National Business Agent

Capital Metro Labor Relations



STEP B DECISION

CAPITAL METRO AREA
NALC/USPS STEP B
DISPUTE RESOLUTION
TEAM

DISTRICTS
CAPITAL
BALTIMORE
NORTHERN VIRGINIA

DECISION: RESOLVED
USPS GATS #: K01N-4K-C 07115083
GRIEVANT: Class
BRANCH GRIEVANCE NUMBER: 55-07-KA10
BRANCH: 3825
INSTALLATION: 23-7885
DELIVERY UNIT: Derwood/Rockville
STATE: Maryland
DATE STEP A INITIATED: 03/03/2007
STEP A MEETING DATE: 03/17/2007
DATE RECEIVED AT STEP B: 03/23/2007
STEP B DECISION DATE: 04/18/2007
ISSUE CODE: 08.5700

ISSUE:

Did Management violate Article 8 section 5.g of the National Agreement on February 16, 2007 by working a Non ODL carriers , as well as hundreds of prior settlements including many pre-arbitration settlements and precedent setting Step B decisions and a recent arbitration award dated August 31, 2006, and if so, what is the appropriate remedy?

DECISION:

The Dispute Resolution Team has RESOLVED this grievance. Based on the documentation contained in the case file, the Team has determined that Management did violate Article 8 of the National Agreement. The following NON-ODL carriers will be paid an additional 150% for the overtime worked on February 16, 2007;

- *C. O'Brien.1.46*
- *L. Walker 1.10*
- *D. McKelvey 1.25*

The ODL carriers will be paid 3.71 hours as designated by the local Union, at the applicable overtime rate of pay. Management is directed to make the pay adjustment within 14 days from the date of this decision. No other remedy is granted.

EXPLANATION:

On Thursday February 16, 2007 Management at the Derwood Station in Rockville, Maryland worked a total of three(3) NON-ODL carrier's off their assignments on their

regular scheduled day. The ODL's had not worked 20 hours of overtime for the week or up to 12 hours on the day in question.

The Union contends that Management violated Article 8 by working the NON-ODL carrier on her non-scheduled day before unitizing carriers on the 12 hour list that had not worked 12 hours for the day or 20 overtime hours for the week and Management is clearly in violation of article 8 and numerous prior Article 8 settlements and the intent of section 15-8 of the JCAM that was agreed to by the National parties in hopes of avoiding repetitive grievances.

Management contends that they have an established a window of operation requiring all mail to be delivered by 5:00 pm, and must meet the dispatch time.

After carefully reviewing all the facts and documentation in this case, the Step B team agrees that Management violated Article 8 of the National Agreement. In reviewing the case file the Step B Team has agreed that the Union has provided documentation to support their position in requesting the additional 150% for the repetitive violation of Article 8 of the National Agreement in the Rockville installation, on the other hand Management failed to provide any documentation to support their position on the issue of having an established window of operation . The Step B Team also relied on two (2) prior arbitration awards in reaching our decision; Arbitrator Mark Rosen, Case number K01N-4K-C-06059255, and Arbitrator Joel S. Trosch, Case number K01N-4K-C 06022276.

Therefore, the Team finds it wholly appropriate in this instance, to render the above stated decision.

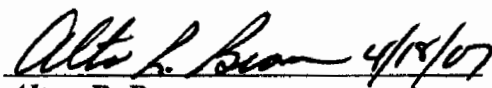
Case File Inventory:

3-PS Form 8190-1 page

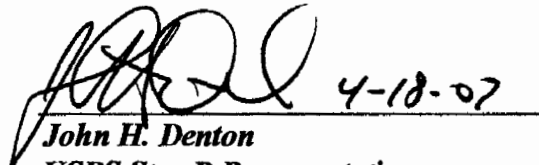
Union Package 37 pages

Union's Supporting Documentation, excess of a thousand pages

Management Package 1 pages

 4/18/07

**Alton R. Branson
NALC Step B Representative**

 4-18-07

**John H. Denton
USPS Step B Representative**

USPS GATS #: K01N-4K-C 07115083

CC: Step A Parties

District Labor Relations

National Business Agent

Capital Metro Labor Relations



STEP B DECISION

CAPITAL METRO AREA
NALC/USPS STEP B
DISPUTE RESOLUTION
TEAM

DISTRICTS
CAPITAL
BALTIMORE
NORTHERN VIRGINIA

DECISION: RESOLVED
USPS GATS #: K01N-4K-C 07083299
GRIEVANT: Class
BRANCH GRIEVANCE NUMBER: 52-2007-MC19
BRANCH: 3825
INSTALLATION: 23-7889
DELIVERY UNIT: Pike Station/Rockville
STATE: Maryland
DATE STEP A INITIATED: 01/30/2007
STEP A MEETING DATE: 02/09/2007
DATE RECEIVED AT STEP B: 02/14/2007
STEP B DECISION DATE: 04/18/2007
ISSUE CODE: 08.5700

ISSUE:

Did Management violate Article 8 section 5.g of the National Agreement on January 16, 2007 by working a Non ODL carrier , as well as hundreds of prior settlements including many pre-arbitration settlements and precedent setting Step B decisions and a recent arbitration award dated August 31, 2006, and if so, what is the appropriate remedy?

DECISION:

The Dispute Resolution Team has RESOLVED this grievance. Based on the documentation contained in the case file, the Team has determined that Management did violate Article 8 of the National Agreement. The following NON-ODL carrier will be paid an additional 150% for the overtime worked on January 16, 2007; Anna Thanatipanat 7.94 hours and the ODL carriers will be paid 7.94 hours as designated by the local Union, at the applicable overtime rate of pay. Management is directed to make the pay adjustment within 14 days from the date of this decision. No other remedy is granted.

EXPLANATION:

On Tuesday January 16, 2007 Non-ODL carrier Anna Thanatipanat worked 7.94 hours on her non-scheduled day. The ODL's had not worked 20 hours of overtime for the week or up to 12 hours on the day in question.

The Union contends that Management violated Article 8 by working the NON-ODL carrier on her non-scheduled day before unitizing carriers on the 12 hour list that had not worked 12 hours for the day or 20 overtime hours for the week and Management is clearly in violation of article 8 and numerous prior Article 8 settlements and the intent of section 15-8 of the JCAM that was agreed to by the National parties in hopes of avoiding repetitive grievances.

Management contends that January 16, 2007 all ODL's were authorized to work the window of operations and all carriers were required to be off the street by 1800, and Management had to cover all vacant routes.

After carefully reviewing all the facts and documentation in this case, the Step B team agrees that Management violated Article 8 of the National Agreement. In reviewing the case file the Step B Team has agreed that the Union has provided documentation to support their position in requesting the additional 150% for the repetitive violation of Article 8 of the National Agreement in the Rockville installation, on the other hand Management failed to provide any documentation to support their position. The Step B Team also relied on two (2) prior arbitration awards in reaching our decision; Arbitrator Mark Rosen, Case number K01N-4K-C-06059255, and Arbitrator Joel S. Trosch, Case number K01N-4K-C 06022276.

Therefore, the Team finds it wholly appropriate in this instance, to render the above stated decision.


Case File Inventory:

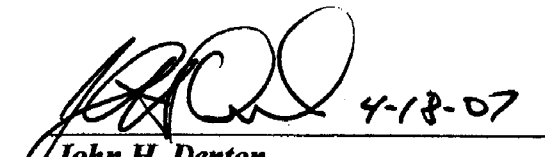
3-PS Form 8190-1 page

Union Package 110 pages

Union's Supporting Documentation, excess of a thousand pages

Management Package 2 pages


Alton R. Branson
NALC Step B Representative


John H. Denton
USPS Step B Representative

USPS GATS #: K01N-4K-C 07083299

CC: Step A Parties

District Labor Relations

National Business Agent

Capital Metro Labor Relations



STEP B DECISION

CAPITAL METRO AREA
NALC/USPS STEP B
DISPUTE RESOLUTION
TEAM

DISTRICTS
CAPITAL
BALTIMORE
NORTHERN VIRGINIA

DECISION: RESOLVED
USPS GATS #: K01N-4K-C 07115087
GRIEVANT: Class
BRANCH GRIEVANCE NUMBER: 55-07-KA9
BRANCH: 3825
INSTALLATION: 23-7885
DELIVERY UNIT: Derwood/Rockville
STATE: Maryland
DATE STEP A INITIATED: 03/03/2007
STEP A MEETING DATE: 03/17/2007
DATE RECEIVED AT STEP B: 03/23/2007
STEP B DECISION DATE: 04/18/2007
ISSUE CODE: 08.5700

ISSUE:

Did Management violate Article 8 section 5.g of the National Agreement on February 15, 2007 by working a Non ODL carriers , as well as hundreds of prior settlements including many pre-arbitration settlements and precedent setting Step B decisions and a recent arbitration award dated August 31, 2006, and if so, what is the appropriate remedy?

DECISION:

The Dispute Resolution Team has RESOLVED this grievance. Based on the documentation contained in the case file, the Team has determined that Management did violate Article 8 of the National Agreement. The following NON-ODL carriers will be paid an additional 150% for the overtime worked on February 15, 2007;

- *O'Connor 1.00*
- *R. Kriss 1.00*
- *J. Kolb 1.00*
- *C. O'Brien.66*
- *L. Walker 1.69*
- *A. Liu 1.00*

The ODL carriers will be paid 6.35 hours as designated by the local Union, at the applicable overtime rate of pay. Management is directed to make the pay adjustment within 14 days from the date of this decision. No other remedy is granted.

EXPLANATION:

On Thursday February 15, 2007 Management at the Derwood Station in Rockville, Maryland worked a total of six (6) NON-ODL carrier's off their assignments on their regular scheduled day. The ODL's had not worked 20 hours of overtime for the week or up to 12 hours on the day in question.

The Union contends that Management violated Article 8 by working the NON-ODL carrier on her non-scheduled day before unitizing carriers on the 12 hour list that had not worked 12 hours for the day or 20 overtime hours for the week and Management is clearly in violation of article 8 and numerous prior Article 8 settlements and the intent of section 15-8 of the JCAM that was agreed to by the National parties in hopes of avoiding repetitive grievances.

Management contends that they have an established a window of operation requiring all mail to be delivered by 5:00 pm, and must meet the dispatch time.

After carefully reviewing all the facts and documentation in this case, the Step B team agrees that Management violated Article 8 of the National Agreement. In reviewing the case file the Step B Team has agreed that the Union has provided documentation to support their position in requesting the additional 150% for the repetitive violation of Article 8 of the National Agreement in the Rockville installation, on the other hand Management failed to provide any documentation to support their position on the issue of having an established window of operation . The Step B Team also relied on two (2) prior arbitration awards in reaching our decision; Arbitrator Mark Rosen, Case number K01N-4K-C-06059255, and Arbitrator Joel S. Trosch, Case number K01N-4K-C 06022276.

Therefore, the Team finds it wholly appropriate in this instance, to render the above stated decision.

Case File Inventory:

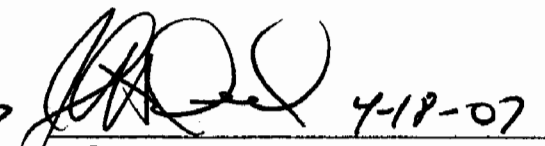
3-PS Form 8190-1 page

Union Package 37 pages

Union's Supporting Documentation, excess of a thousand pages

Management Package 1 pages


Alton R. Branson
NALC Step B Representative


John H. Denton
USPS Step B Representative

USPS GATS #: K01N-4K-C 07115087

CC: Step A Parties

District Labor Relations

National Business Agent

Capital Metro Labor Relations



STEP B DECISION

CAPITAL METRO AREA
NALC/USPS STEP B
DISPUTE RESOLUTION
TEAM

DISTRICTS
CAPITAL
BALTIMORE
NORTHERN VIRGINIA

DECISION: RESOLVED
USPS GATS #: K01N-4K-C 07115090
GRIEVANT: Class
BRANCH GRIEVANCE NUMBER: 55-07-KA14
BRANCH: 3825
INSTALLATION: 23-7885
DELIVERY UNIT: Derwood/Rockville
STATE: Maryland
DATE STEP A INITIATED: 03/03/2007
STEP A MEETING DATE: 03/17/2007
DATE RECEIVED AT STEP B: 03/23/2007
STEP B DECISION DATE: 04/18/2007
ISSUE CODE: 08.5700

ISSUE:

Did Management violate Article 8 section 5.g of the National Agreement on February 23, 2007 by working a Non ODL carriers , as well as hundreds of prior settlements including many pre-arbitration settlements and precedent setting Step B decisions and a recent arbitration award dated August 31, 2006, and if so, what is the appropriate remedy?

DECISION:

The Dispute Resolution Team has RESOLVED this grievance. Based on the documentation contained in the case file, the Team has determined that Management did violate Article 8 of the National Agreement. The following NON-ODL carriers will be paid an additional 150% for the overtime worked on February 23, 2007;

- *O. Parker .50*
- *L. Walker .75*
- *A. Terrell .81*
- *A. Liu .96*

The ODL carriers will be paid 3.02 hours as designated by the local Union, at the applicable overtime rate of pay. Management is directed to make the pay adjustment within 14 days from the date of this decision. No other remedy is granted.

EXPLANATION:

On Friday February 23, 2007 Management at the Derwood Station in Rockville, Maryland worked a total of four (4) NON-ODL carrier's off their assignments on their regular scheduled day. The ODL's had not worked 20 hours of overtime for the week or up to 12 hours on the day in question.

The Union contends that Management violated Article 8 by working the NON-ODL carrier on her non-scheduled day before unitizing carriers on the 12 hour list that had not worked 12 hours for the day or 20 overtime hours for the week and Management is clearly in violation of article 8 and numerous prior Article 8 settlements and the intent of section 15-8 of the JCAM that was agreed to by the National parties in hopes of avoiding repetitive grievances.

Management contends that they have an established a window of operation requiring all mail to be delivered by 5:00 pm, and must meet the dispatch time.

After carefully reviewing all the facts and documentation in this case, the Step B team agrees that Management violated Article 8 of the National Agreement. In reviewing the case file the Step B Team has agreed that the Union has provided documentation to support their position in requesting the additional 150% for the repetitive violation of Article 8 of the National Agreement in the Rockville installation, on the other hand Management failed to provide any documentation to support their position on the issue of having an established window of operation . The Step B Team also relied on two (2) prior arbitration awards in reaching our decision; Arbitrator Mark Rosen, Case number K01N-4K-C-06059255, and Arbitrator Joel S. Trosch, Case number K01N-4K-C 06022276.

Therefore, the Team finds it wholly appropriate in this instance, to render the above stated decision.


Case File Inventory:

3-PS Form 8190-1 page

Union Package 39 pages

Union's Supporting Documentation, excess of a thousand pages

Management Package 1 pages


Alton R. Branson

NALC Step B Representative


John H. Denton

USPS Step B Representative

USPS GATS #: K01N-4K-C 07115090

CC: Step A Parties

District Labor Relations

National Business Agent

Capital Metro Labor Relations



STEP B DECISION

CAPITAL METRO AREA
NALC/USPS STEP B
DISPUTE RESOLUTION
TEAM

DISTRICTS
CAPITAL
BALTIMORE
NORTHERN VIRGINIA

DECISION: RESOLVED
USPS GATS #: K01N-4K-C 07083291
GRIEVANT: Class
BRANCH GRIEVANCE NUMBER: 52-2007-MC6
BRANCH: 3825
INSTALLATION: 23-7889
DELIVERY UNIT: Pike Station/Rockville
STATE: Maryland
DATE STEP A INITIATED: 01/17/2007
STEP A MEETING DATE: 02/06/2007
DATE RECEIVED AT STEP B: 02/13/2007
STEP B DECISION DATE: 04/16/2007
ISSUE CODE: 08.5700

ISSUE:

Did Management violate Article 8 section 5.g of the National Agreement on January 3, 2007 by working two (2) Non ODL carrier's , as well as hundreds of prior settlements including many pre-arbitration settlements and precedent setting Step B decisions and a recent arbitration award dated August 31, 2006, and if so, what is the appropriate remedy?

DECISION:

The Dispute Resolution Team has RESOLVED this grievance. Based on the documentation contained in the case file, the Team has determined that Management did violate Article 8 of the National Agreement. The following Non-ODL carriers will be paid an additional 150% for the overtime worked on January 3, 2007; C. West 11.92 and A. Thanatipanat 2.78 hours and the ODL carriers will be paid 14.70 hours as designated by the local Union, at the applicable overtime rate of pay. Management is directed to make the pay adjustment within 14 days from the date of this decision. No other remedy is granted.

EXPLANATION:

On Wednesday January 3, 2007 Non-ODL carrier C. West worked 11.92 hours on his non-scheduled day and Non-ODL carrier A. Thanatipanat worked 2.78 hours off her assignment when there were available carriers on the 12 hour list that was not max on the day in question.

The Union contends that Management violated Article 8 by working two NON-ODL carriers either on the non-scheduled day or off their assignment on a regular schedule day before unitizing carriers on the 12 hour list that had not worked 12 hours for the day or 20 overtime hours for the week and Management is clearly in violation of article 8 and numerous prior Article 8 settlements and the intent of section 15-8 of the JCAM that was agreed to by the National parties in hopes of avoiding repetitive grievances.

Management contends that January 3, 2007 was a unique day, which posed a unique situation, due to the holiday and the day of observance that caused most routes to have 4 days of mail to deliver on January 3, 2007, and because of the call backs Management could not determine any ODL's that would be available to assist on overtime and they had to work within the operational window.

After carefully reviewing all the facts and documentation in this case, the parties at the local level had already agreed that a violation of Article 8 had occurred. The only remaining issue in this case was the remedy of an additional 150% for the NON-ODL's that was forced to work. In reviewing the case file the Step B Team has agreed that the Union has provided documentation to support their position in requesting the additional 150% for the repetitive violation of Article 8 of the National Agreement in the Rockville installations. The Step B Team relied on the documentation submitted by the Union and two (2) prior arbitration awards in reaching our decision; Arbitrator Mark Rosen, Case number K01N-4K-C-06059255, and Arbitrator Joel S. Trosch, Case number K01N-4K-C 06022276.

Therefore, the Team finds it wholly appropriate in this instance, to render the above stated decision.


Case File Inventory:

3-PS Form 8190-1 page

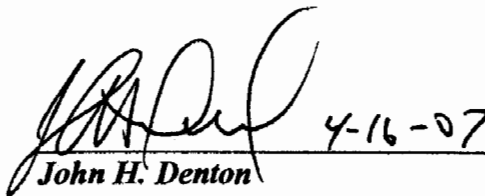
Union Package 102 pages

Union's Supporting Documentation, excess of a thousand pages

Management Package 3 pages

 4-16-07

Alton R. Branson
NALC Step B Representative

 4-16-07

John H. Denton
USPS Step B Representative

USPS GATS #: K01N-4K-C 07083291

CC: Step A Parties

District Labor Relations

National Business Agent

Capital Metro Labor Relations