



STEP B DECISION

CAPITAL METRO AREA
NALC/USPS STEP B
DISPUTE RESOLUTION TEAM

DISTRICTS

BALTIMORE

CAPITAL

NORTHERN VIRGINIA

USPS REPRESENTATIVE
LEOPOLD A. POTSIADLO

NALC REPRESENTATIVE
TONYA L. DETRICK

DECISION: RESOLVED
USPS GATS #: K06N-4K-C 09332699
GRIEVANT: Class Action
BRANCH GRIEVANCE #: 54-09-RW66
BRANCH: 3825
INSTALLATION: 23-7887
DELIVERY UNIT: Rockville/Potomac
STATE: Maryland
INCIDENT DATE: 3/21/2009
INFORMAL STEP A INITIATED: 5/11/2009
FORMAL STEP A MEETING: 7/30/2009
RECEIVED AT STEP B: 8/12/2009
STEP B DECISION DATE: 8/24/2009
ISSUE CODE: 08.5300: 08.5700

ISSUE:

Did Management violate Article 8.5.G of the National Agreement when Overtime Desired List (ODL) employees were not maximized up to twelve (12) hours prior to requiring Non-ODL Carriers to perform 'off assignment' overtime on March 21, 2009, 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 the National Agreement in this instance. The following Non-ODL and ODL employees shall be compensated the respective lump sum payments for this violation:

| | | | | | |
|--------|----------|-----------|---------|-------------|---------|
| Dill | \$117.44 | Lauriente | \$24.09 | Laryea | \$30.11 |
| H. Lee | \$30.11 | Horn | \$48.18 | Castellanos | \$58.42 |
| H. Lin | \$32.52 | Graham | \$34.33 | Hsueh | \$46.73 |
| Tsai | \$46.98 | Ahmed | \$26.02 | Gaynair | \$38.54 |
| Moh | \$48.18 | Donaggio | \$37.58 | J. Kang | \$24.09 |

The Step B Team processed these pay adjustments on the date of decision. No further action is required. No other remedy issued.

EXPLANATION:

On Saturday, March 21, 2009, seven (7) Non-ODL employees were required to work a cumulative 6.04 hours of overtime 'off of their assignment'.

The Union contends that Management continues to violate Article 8.5.G as supported by the multitude of previous Informal Step A, Formal Step A and Step B decisions in the case file, finding violations of this nature and granting monetary remedies. They state that Non-ODL employees were required to work 4.57 hours 'off' of their assignment, while the ODL employees were available at both the regular and penalty overtime rate. Ten (10) ODL employees worked 9 hours or less and eight (8) of those worked only eight (8) hours. They stipulate that there is not a 'Window of Operations' (WOO) in Rockville, yet, notwithstanding this, the available ODL employees would have been able to perform the work assigned to the Non-ODL and still complete their deliveries by the alleged cut off time of 6:00pm. They add that the Part-Time Flexible (PTF) employees were available to provide additional assistance and there were hours available from the Transitional Employees (TE's) within their respective work hour limitations. They also provide numerous Arbitration decisions in support of their position that Management, while within their right to establish operational goals, must do so as to not violate other provisions of the National Agreement, such as Article 8.5.G in this case. They request that the Non-ODL employees be granted an additional 250% for each hour worked, based on the thirteen (13) recent settlements granting this remedy.

Management contends that a WOO has been established in the Capital District in order to improve timely delivery to customers, ensure the security of mails by reducing late delivery, maximize Carrier safety due to reduced visibility during the evening hours and also make sure that all collection mail would be returned to the office by last dispatch. Thus, they cite it is very important to have as much mail at the office as possible prior to 1800, in order to facilitate these goals. They state that the Potomac Office had eight (8) vacant Routes and needed to cover sixty-four (64) hours on this date. They have tried to achieve 70% of Carriers returning to the office by 5:00pm. They provide Arbitration cases to support this determination. In order to achieve these goals, Non-ODL employees had to be simultaneously scheduled to perform overtime along with the ODL. They provide several Arbitration decisions in support of this determination.

After carefully reviewing all the facts and documentation in this case, the Team finds that Management did violate Article 8.5.G of the National Agreement in this instance. The Team determined from the included TACS Employee Everything Reports (EER) and the PS Form 3996's, that the work performed by the Non-ODL employee was 'off assignment'. The TACS reports also demonstrated that the ODL employees cited by the Union were available to perform this work. This is in conflict with the following provision in the JCAM:

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.

Although local Management argued a need to adhere to their WOO, and asserted that all employees were maximized within this time frame, the TACS documentation contained in the case file shows that there were ODL Carriers available to perform the off-assignment overtime worked by the Non-ODL employees, at the regular and penalty overtime rate, within Management's own alleged WOO hours. The following Article 8 provision offers guidance:

Before requiring a non-ODL carrier to work overtime on a non-scheduled day or off his/her own assignment, management must seek to use a carrier from the ODL, even if the ODL carrier would be working penalty overtime. See Article 8.5.D.

Lacking any actual documentation from Management successfully challenging the contentions of the Union and supporting their decision to assign the off-assignment overtime work to the Non-ODL employee, the Team is now compelled to find that the Union has evidenced a violation of Article 8 in this instance.

The case file provided that there is a documented history of violations of this nature whereby the Local parties resolved the issue granting the Non-ODL employees an additional compensation ranging from 50% to 250% for the violation. The Team finds that, in this instance, it is appropriate to maintain the 250% payment to the Non-ODL employees.

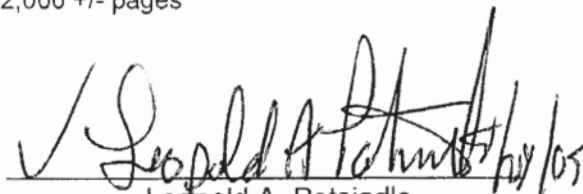
Management's liability, however, is limited to the number of hours worked 'off assignment' by the Non-ODL employee and payment to the ODL Carriers for the work they should have been assigned, but were not.

Payments to the ODL are not subject to escalating remedies and are always calculated at the appropriate overtime rate at which they would have performed the work and all payments are based on a median City Carrier hourly rate of pay of \$24.09.

Case File Inventory:

PS Form 8190-1 page
Issue Statement-1 page
Management Contentions-17 pages
Union Additions and Corrections-8 pages
Mutual Extensions-3 pages
Union Disputed Facts and Contentions-17 pages
Union Case File-500 +/- pages
Management Case File-200 +/- pages
Arbitration Decisions, JCAM Pages & District Labor/Management Meeting Minutes-250+/- pages
Previous Informal Step A, Formal Step A and Step B Decisions-760+/- pages
TACS EER Clock Rings From 2003 through 2009-2,000 +/- pages


Tonya L. Detrick
NALC Step B Representative


Leopold A. Potsiadlo
USPS Step B Representative

USPS GATS #: K06N-4K-C 09332699

CC: Step A Parties
District Labor Relations
National Business Agent
Capital Metro Labor Relations

PO Box 617
Merrifield VA 22116-061776
(703) 207-6802
Fax: (703) 207-3697

**Payout Request History for Grievance
09332699**

[HELP](#)

| | | | |
|---|---|--|--|
| Not Processed By Payroll | | Payroll Processed | |
| <input checked="" type="checkbox"/> New (Not yet sent to Payroll) | <input checked="" type="checkbox"/> Pending (Not back from Payroll) | <input checked="" type="checkbox"/> Paid (Back from Payroll without error) | <input checked="" type="checkbox"/> Payroll Error (Back from Payroll with error) |
| <input checked="" type="checkbox"/> Submitted (Received acknowledgment from Payroll, awaiting processing) | | <input checked="" type="checkbox"/> Show GATS Warnings Table | |
| <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 | Relevant PP | Requested By | Date Requested | |
|--------|-----------|---------|----------------|-------------|------------|---------------|--------------|----------------|-----------------------------------|
| New | | 2 | \$24.09 | LAURIENTE | MICHAEL | PP7 FY2009 | POTSIADLO | 08/27/2009 | <input type="button" value="De"/> |
| New | | 2 | \$24.09 | KANG | JOANIE | PP7 FY2009 | POTSIADLO | 08/27/2009 | <input type="button" value="De"/> |
| New | | 2 | \$26.02 | AHMED | ZAHEER | PP7 FY2009 | POTSIADLO | 08/27/2009 | <input type="button" value="De"/> |
| New | | 2 | \$30.11 | LEE | HAE | PP7 FY2009 | POTSIADLO | 08/27/2009 | <input type="button" value="De"/> |
| New | | 2 | \$30.11 | LARYEA | FRANK | PP7 FY2009 | POTSIADLO | 08/27/2009 | <input type="button" value="De"/> |
| New | | 2 | \$32.52 | LIN | HENG | PP7 FY2009 | POTSIADLO | 08/27/2009 | <input type="button" value="De"/> |
| New | | 2 | \$34.33 | GRAHAM | JERMAINE | PP7 FY2009 | POTSIADLO | 08/27/2009 | <input type="button" value="De"/> |
| New | | 2 | \$37.58 | DONAGGIO | HENRY | PP7 FY2009 | POTSIADLO | 08/27/2009 | <input type="button" value="De"/> |
| New | | 2 | \$38.54 | GAYNAIR | LESLIE | PP7 FY2009 | POTSIADLO | 08/27/2009 | <input type="button" value="De"/> |
| New | | 2 | \$46.73 | HSUEH | JULIE | PP7 FY2009 | POTSIADLO | 08/27/2009 | <input type="button" value="De"/> |
| New | | 2 | \$46.98 | TSAI | TZU | PP7 FY2009 | POTSIADLO | 08/27/2009 | <input type="button" value="De"/> |
| New | | 2 | \$48.18 | HORN | DOUGLAS | PP7 FY2009 | POTSIADLO | 08/27/2009 | <input type="button" value="De"/> |
| New | | 2 | \$48.18 | MOH | TA WEI | PP7 FY2009 | POTSIADLO | 08/27/2009 | <input type="button" value="De"/> |
| New | | 2 | \$58.42 | CASTELLANOS | NELSY | PP7 FY2009 | POTSIADLO | 08/27/2009 | <input type="button" value="De"/> |
| New | | 2 | \$117.44 | DILL | EARLISHA | PP7 FY2009 | POTSIADLO | 08/27/2009 | <input type="button" value="De"/> |

Total New: \$643.32



STEP B DECISION

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DISPUTE RESOLUTION TEAM

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USPS REPRESENTATIVE
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DECISION: RESOLVED
USPS GATS #: K06N-4K-C 09332692
GRIEVANT: Class Action
BRANCH GRIEVANCE #: 54-09-RW75
BRANCH: 3825
INSTALLATION: 23-7887
DELIVERY UNIT: Rockville/Potomac
STATE: Maryland
INCIDENT DATE: 3/28/2009
INFORMAL STEP A INITIATED: 5/11/2009
FORMAL STEP A MEETING: 7/30/2009
RECEIVED AT STEP B: 8/12/2009
STEP B DECISION DATE: 8/24/2009
ISSUE CODE: 08.5300: 08.5700

ISSUE:

Did Management violate Article 8.5.G of the National Agreement when Overtime Desired List (ODL) employees were not maximized up to twelve (12) hours prior to requiring Non-ODL Carriers to perform 'off assignment' overtime on March 28, 2009, 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 the National Agreement in this instance. The following Non-ODL and ODL employees shall be compensated the respective lump sum payments for this violation:

| | | | | | |
|----------|---------|-------------|---------|---------|---------|
| Dill | \$41.56 | Gatling | \$36.14 | M. Reid | \$34.93 |
| Henkel | \$40.95 | Graham | \$36.14 | Der | \$18.67 |
| D. Lewis | \$31.32 | S. Kim | \$36.14 | Moh | \$35.53 |
| Bradley | \$41.56 | Lauriente | \$36.14 | Schmidt | \$30.71 |
| | | R. Thompson | \$20.60 | | |

The Step B Team processed these pay adjustments on the date of decision. No further action is required. No other remedy issued.

EXPLANATION:

On Saturday, March 28, 2009, eight (8) Non-ODL employees were required to work a cumulative 4.57 hours of overtime 'off of their assignment'.

The Union contends that Management continues to violate Article 8.5.G as supported by the multitude of previous Informal Step A, Formal Step A and Step B decisions in the case file, finding violations of this nature and granting monetary remedies. They state that Non-ODL employees were required to work 4.57 hours 'off' of their assignment, while the ODL employees were available at both the regular and penalty overtime rate. Ten (10) ODL employees worked 9 hours or less and eight (8) of those worked only eight (8) hours. They stipulate that there is not a 'Window of Operations' (WOO) in Rockville, yet, notwithstanding this, the available ODL employees would have been able to perform the work assigned to the Non-ODL and still complete their deliveries by the alleged cut off time of 6:00pm. They add that the Part-Time Flexible (PTF) employees were available to provide additional assistance and there were hours available from the Transitional Employees (TE's) within their respective work hour limitations. They also provide numerous Arbitration decisions in support of their position that Management, while within their right to establish operational goals, must do so as to not violate other provisions of the National Agreement, such as Article 8.5.G in this case. They request that the Non-ODL employees be granted an additional 250% for each hour worked, based on the thirteen (13) recent settlements granting this remedy.

Management contends that a WOO has been established in the Capital District in order to improve timely delivery to customers, ensure the security of mails by reducing late delivery, maximize Carrier safety due to reduced visibility during the evening hours and also make sure that all collection mail would be returned to the office by last dispatch. Thus, they cite it is very important to have as much mail at the office as possible prior to 1800, in order to facilitate these goals. They state that the Potomac Office had six (6) vacant Routes and needed to cover forty-eight (48) hours on this date. They have tried to achieve 70% of Carriers returning to the office by 5:00pm. They provide Arbitration cases to support this determination. In order to achieve these goals, Non-ODL employees had to be simultaneously scheduled to perform overtime along with the ODL. They provide several Arbitration decisions in support of this determination.

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Tonya L. Detrick

NALC Step B Representative


Leopold A. Potsiadlo

USPS Step B Representative

USPS GATS #: K06N-4K-C 09332692

CC: Step A Parties
District Labor Relations
National Business Agent
Capital Metro Labor Relations

PO Box 617
Merrifield VA 22116-061776
(703) 207-6802
Fax: (703) 207-3697

Payroll Request History for Grievance 09332692

[HELP](#)

| | | | |
|---|---|--|--|
| Not Processed By Payroll | | Payroll Processed | |
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|------------------|-----------|---------|----------------|-----------|------------|---------------|--------------|----------------|-----------------------------------|
| New | | 2 | \$18.67 | DER | SHING | PP8 FY2009 | POTSIADLO | 08/27/2009 | <input type="button" value="De"/> |
| New | | 2 | \$20.60 | THOMPSON | RAY | PP8 FY2009 | POTSIADLO | 08/27/2009 | <input type="button" value="De"/> |
| New | | 2 | \$30.71 | SCHMIDT | JEAN | PP8 FY2009 | POTSIADLO | 08/27/2009 | <input type="button" value="De"/> |
| New | | 2 | \$31.32 | LEWIS | DON | PP8 FY2009 | POTSIADLO | 08/27/2009 | <input type="button" value="De"/> |
| New | | 2 | \$34.93 | REID | MARTIN | PP8 FY2009 | POTSIADLO | 08/27/2009 | <input type="button" value="De"/> |
| New | | 2 | \$35.53 | MOH | TA WEI | PP8 FY2009 | POTSIADLO | 08/27/2009 | <input type="button" value="De"/> |
| New | | 2 | \$36.14 | KIM | SANG | PP8 FY2009 | POTSIADLO | 08/27/2009 | <input type="button" value="De"/> |
| New | | 2 | \$36.14 | GRAHAM | JERMAINE | PP8 FY2009 | POTSIADLO | 08/27/2009 | <input type="button" value="De"/> |
| New | | 2 | \$36.14 | LAURIENTE | MICHAEL | PP8 FY2009 | POTSIADLO | 08/27/2009 | <input type="button" value="De"/> |
| New | | 2 | \$36.14 | GATLING | TONY | PP8 FY2009 | POTSIADLO | 08/27/2009 | <input type="button" value="De"/> |
| New | | 2 | \$40.95 | HENKEL | DANIEL | PP8 FY2009 | POTSIADLO | 08/27/2009 | <input type="button" value="De"/> |
| New | | 2 | \$41.56 | DILL | EARLISHA | PP8 FY2009 | POTSIADLO | 08/27/2009 | <input type="button" value="De"/> |
| New | | 2 | \$41.56 | BRADLEY | BERNADETTE | PP8 FY2009 | POTSIADLO | 08/27/2009 | <input type="button" value="De"/> |
| Total New: | | | \$440.39 | | | | | | |
| Total Pending: | | | \$0.00 | | | | | | |
| Total Submitted: | | | \$0.00 | | | | | | |

Paid and Errors from Finance