

Central PA / South Jersey DRT
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STEP B DECISION

Step B Team: **Dean M. Petros**
Richard P. McDonough

Decision: **Resolved**
USPS Number: **4B19N-4B-C-23337760**
Grievant: **Class Action**
Branch Grievance Number: **274-23-408**
Branch: **274**
Finance Number: **41-0128**
Installation: **Allentown**
Delivery Unit: **Allentown**
Zip Code: **18109**
State: **Pennsylvania**
Incident Date: **06/12/2023**
Date Informal Step A Initiated: **06/30/2023**
Formal Step A Meeting Date: **07/13/2023**
Date Received at Step B: **07/21/2023**
Step B Decision Date: **09/06/2023**
Issue Code: **08.5270**
NALC Subject Code: **120051**

District: **Central PA**

ISSUE: Did management violate Article 8 of the National Agreement (NA) as well as a multitude of cease and desist agreements when they utilized a 10-hour carrier when a 12 hour carrier was available to perform the work? If so, what is the appropriate remedy?

DECISION: The Dispute Resolution Team (DRT) has **RESOLVED** this grievance by determining management was in violation of Article 8 when on June 12, 2023, fourteen (14) 10 hour ODL carriers were required to work 14.01 hours when numerous 12 hour ODL carriers were available. As remedy, management shall cease and desist. Additionally, the following 12-hour ODL carriers shall be compensated at the applicable rate of pay for the hours of lost overtime opportunities:

Best
Uddin
Atkins
Dave
DeBerardinis
Wagner

0.57 hours at the penalty overtime rate
1.87 hours at the penalty overtime rate
1.21 hours at the penalty overtime rate
0.64 hours at the penalty overtime rate
0.78 hours at the penalty overtime rate
8.00 hours at the regular overtime rate

No additional remedy is appropriate. No further action is required of the Step A parties to secure these payments.

EXPLANATION: According to the facts in the file, fourteen (14) 10 hour ODL carriers were required to work 14.01 hours when numerous 12 hour ODL carriers were available..

The union contends management utilized 10-hour ODL carriers at the penalty overtime rate when 12 hours ODL carriers were available within the same period of time these employees were working. The union provides as evidence the OTDL sign up, TACS Reports a list of 10-hour carriers who worked over 10 hours, a list of available 12-hour carriers, and a list of non-scheduled 10- and 12-hour ODL carriers. The union points to management's acknowledgement of these violations where management agreed to cease and desist in a multitude of previous grievance settlements. The union requests a cease and desist and that management compensate the 12-hour carriers and other ODL 's available for the lost work time.

Management did not meet at the Formal A. They offered no attachments, statements, or contentions. The file contains sufficient information and documentation for the DRT to render an informed decision. Therefore, in the interest of "judicial economy" the grievance will be decided based on the case file provided.

Our review of the file shows numerous 12-hour ODL carriers were underutilized on the day in question and were readily available to work the overtime assigned to the 10-hour ODL carriers in excess of their desired 10-hour limit. Under Article 8.5.G on page 8-18, the JCAM provides:

Employees Desiring Up to 10 Hours Per Day. *The 1984 Overtime Memorandum states, in part: "Normally, employees on the overtime desired list who don't want to work more than 10 hours a day or 56 hours a week shall not be required to do so as long as employees who do want to work more than 10 hours a day or 56 hours a week are available to do the needed work without exceeding the 12 and 60-hour limitations." (The complete text of this memorandum is reprinted at the end of this Article.) The parties have agreed that an asterisk may be used on the Overtime Desired List to distinguish between those who wish to work more than ten hours and those who do not.*

Therefore, based on the overtime assignment provisions, specifically those cited above, management was in violation of Article 8.5.G in this instance. The appropriate remedy shall be to instruct management to cease and desist and compensate those available 12-hour ODL carriers cited above at the applicable overtime rate for the lost work opportunities

Dean Petros

**Dean M. Petros
Step B Representative-USPS**



**Richard P. McDonough
Step B Representative-NALC**

cc: **Step A Parties
National Business Agent
Area Labor Relations Manager
District Manager
District Human Resource Manager
District Labor Relations Manager
File**

**Grievance File Contents
PS Form 8190
Union Contentions/Documents-75 pages**