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CONTRACT

UNITED STATES POSTAL SERVICE  
 Labor Relations Department  
 475 L'Enfant Plaza, SW  
 Washington, DC 20260-4100

Mr. Lawrence G. Hutchins  
 Vice President  
 National Association of  
 Letter Carriers, AFL-CIO  
 100 Indiana Avenue, N.W.  
 Washington, DC 20001-2197

Re: E. Hall  
 Monroe, LA 71201  
 H4N-3Q-C 62592

Dear Mr. Hutchins:

A meeting was held with the NALC Director of City Delivery, Brian Farris, to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

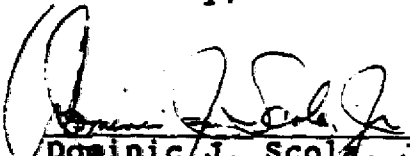
The issue in this grievance is whether a shop steward who has signed up for work assignment overtime is entitled to overtime on his/her assigned route which may result from investigation and/or processing of grievances.


During our discussion, we mutually agreed that under the fact circumstances, of this particular case, if the need for overtime arises on a shop steward's route as a result of investigation and/or processing of grievances, and the shop steward has signed up for work assignment overtime, the resulting overtime is considered part of the carrier's work assignment for the purpose of administering the overtime desired list.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.

Time limits were extended by mutual consent.

Sincerely,

  
 \_\_\_\_\_  
 Dominic J. Scola, Jr.  
 Grievance & Arbitration  
 Division

  
 \_\_\_\_\_  
 Lawrence G. Hutchins  
 Vice President  
 National Association of  
 Letter Carriers, AFL-CIO

(Date) 4/6/89



APPEAL TO STEP 4

DATE November 10, 1987

FROM NATIONAL BUSINESS AGENT

Ben Johnson  
BNA Corporate Center  
Building 200, Suite 311  
Nashville, TN 37217

SENIOR ASSISTANT POSTMASTER GENERAL  
EMPLOYEE AND LABOR RELATIONS  
UNITED STATES POSTAL SERVICE  
WASHINGTON DC 20260

CARRIER	REGIONAL NO	GRIEVANT (OR CLASS)	POST OFFICE
C	S4N-3Q-C 62592	E. Hall	Monroe, LA

DEAR SIR SINCE NALC / USPS BELIEVES THIS CASE INVOLVES AN INTERPRETIVE ISSUE UNDER THE NATIONAL AGREEMENT FOR SOME SUPPLEMENT THERETO OF GENERAL APPLICATION I AM APPEALING THE ABOVE-CAPTIONED CASE TO STEP 4 OF THE GRIEVANCE PROCEDURE PURSUANT TO ARTICLE XV SECTION 2 OF THE NATIONAL AGREEMENT

DATE STEP 3 DENIAL RECEIVED November 2, 1987

STEP 3 DECISION RENDERED BY James Greason, JR

VIOLATION INCLUDING BUT NOT LIMITED TO Articles 5 and 3

CORRECTIVE ACTION REQUESTED Mr. Hall is paid one hour of 1.50's, overtime rate, for being on his work assignment overtime. Management is not allowing letter carriers work time they are on the work assignment overtime list.

DESIGNATED NALC REPRESENTATIVE AT STEP 4

Ben Johnson  
National Association of Letter Carriers  
200 Corporate Center  
Nashville, TN 37217

SINCERELY YOURS

*Ben Johnson*  
NATIONAL BUSINESS AGENT

REGIONAL DIRECTOR FOR ELR  
NATIONAL OFFICER, NALC  
BRANCH PRESIDENT, NALC

NATIONAL OFFICE COPY





UNITED STATES POSTAL SERVICE  
 Southern Regional Office  
 Memphis TN 38166-0200

RECEIVED  
 NOV 2 - 1987

October 30, 1987

N. A. L. C.

Mr. Ben Johnson  
 National Business Agent  
 National Association of Letter  
 Carriers, AFL-CIO

Southern Region Grievance  
 Appeal No. S4N-3Q-C 62592  
 Dated: 09/30/87  
 Local No. EB-10-87

Subject: Step 3 Grievance Decision: E. Hall  
 Monroe LA  
 Provision Allegedly Violated: 17-03-01


Dear Mr. Johnson:

This is to confirm the disposition of the subject Step 3 grievance appeal which was recently discussed with your representative, Mr. Collier James.

Based on information presented and contained in the grievance file, the grievance is denied. The steward is entitled to time to process grievances and there is no contractual requirement that he "must" be allowed to work overtime, because he is on the work assignment overtime list, when the work can be performed by an employee on the "overtime desired list."

The time limit for processing at Step 3 was extended by mutual consent.

In our judgement, the grievance does not involve any interpretive issue(s) pertaining to the National Agreement or any supplement thereto which may be of general application. Unless the union believes otherwise, the case may be appealed directly to regional arbitration in accordance with the provisions of Article 15 of the National Agreement.

  
 James Greason, Jr.  
 Labor Relations

cc: Postmaster, Monroe LA 71201-9998  
 Sectional Center Manager, Shreveport LA



GRIEVANCE APPEAL TO **3**

DATE 9-28-87

FROM BRANCH PRESIDENT

TO REGIONAL DIRECTOR, EMPLOYEE AND LABOR RELATIONS  
UNITED STATES POSTAL SERVICE

J. CASTAGNETTA SR.

BRANCH GR #	GRIEVANT'S NAME	GRIEVANT'S SS #	JOB CLASSIFICATION	STATION
10-87	E. HALL	[REDACTED]	CARRIER	MONROE

PURSUANT TO ARTICLE XV, SECTION 2 OF THE NATIONAL AGREEMENT, WE HEREBY APPEAL TO STEP 3 THE DECISION AT STEP 2 OF THE POSTMASTER OR DESIGNEE P. Curtis OF THE Monroe INSTALLATION, RENDERED ON N/A AND RECEIVED ON N/A

ATTACHMENTS (CHECK):  STANDARD GRIEVANCE FORM  STEP 2 DECISION  UNION CORRECTIONS OR ADDITIONS TO STEP 2 DECISION (IF FILED)

THE FOLLOWING INFORMATION WILL HOPEFULLY ASSIST THE PARTIES IN QUICKLY RESOLVING THIS PROBLEM TO DISCUSS THIS GRIEVANCE FURTHER, KINDLY CONTACT OUR NATIONAL BUSINESS AGENT BEN JOHNSON AT (ADDRESS) BNA CORPORATE CENTER BUILDING 200, Suite 311 OR BY PHONE 615-366-1951 NASHVILLE, TN 37217

VIOLATION: INCLUDING BUT NOT LIMITED TO NATIONAL (ART & SECT) 8&3 LOCAL (ART & SECT) \_\_\_\_\_ OTHER GROUNDS Past Practice

REASONS FOR APPEAL: NO ANSWER GIVEN AT STEP TWO MANAGEMENT NOT FACING ISSUE.

CORRECTIVE ACTION REQUESTED: That Mr. Hall be paid 1hr of 1.50% over-time rate, for denying his work-assignment over-time, and that Management start letting Carriers work over-time when they are on the work-assignment over-time list.

cc NATIONAL BUSINESS AGENT NALC  
POSTMASTER

J. CASTAGNETTA SR.  
BRANCH PRESIDENT/DESIGNEE

*J. Castagnetta Sr.*  
SIGNATURE



Pursuant to Article XV, Section 2, this form must be used to appeal a grievance to Step 2.

M-00910

DATE	
NALC DETAILS	USPS DETAILS

# STANDARD GRIEVANCE FORM

DATE	BRANCH GRIEV NO	USPS NO
9-3-1987	EH-10-87	
TO: USPS STEP 2 DESIGNEE (NAME & TITLE)		INSTALLATION
P. MILAN POSTMASTER		MONROE
PHONE—OFFICE		387-6161
FROM: BRANCH NO	BUSINESS ADDRESS	
136	RT-4-60, Martha Dr. Monroe, La. 71203	
STEP 2 AUTHORIZED UNION REP		PHONE—OFFICE
J. CASTAGNETTA SR.		387-6161
		PHONE—OTHER
		387-7946
STEP 1 MEETING HELD ON (DATE/TIME)	BETWEEN USPS REPRESENTATIVE	AND GRIEVANT
9-1-87	J. Hampton	
		STEWARD
		Hall
GRIEVANT'S NAME (OR CLASS)		PHONE
E. HALL		
HOME ADDRESS		CITY STATE ZIP
200 Ouachita Dr. W. Monroe, La. 71291		
JOB CLASSIFICATION	CRAFT SENIORITY DATE	USPS SENIORITY DATE
Reg. Carrier	10-2-80	
DUTY HOURS	40	
STATION OR BRANCH	SOCIAL SECURITY NO	VETERAN
MONROE		YES NO
OFF DAYS	FIXED—CHECK AS APPLICABLE	LEVEL STEP REG
ROTATING	SA SU M T W TH F	
STEP 1 DECISION	RENDERED ON (DATE/TIME)	BY (NAME & TITLE)
	9-1-87	J. HAMPTON CARRIER SUP.
		SUPERVISOR'S INITIALS (UPON REQUEST)

PURSUANT TO ARTICLE XV OF THE NATIONAL AGREEMENT, WE HEREBY APPEAL TO STEP 2 THE FOLLOWING GRIEVANCE

VIOLATION: INCLUDING BUT NOT LIMITED TO NATIONAL (ART & SECT) 8 3 LOCAL (ART & SECT) \_\_\_\_\_

OTHER GROUNDS PAST PRACTICE

FACTS: WHAT HAPPENED On 8-20-87 Mr. Hall requested time to investigate a grievance (two hrs) he was given time and this was about 1hr, Mr. Hampton told Mr. Hall to take 1hr of his RT and leave it for another carrier to take, this was Mr. Barnore, Mr. Hall is on the O.T.D.L. for his work assignment and Mr. Hampton knew this but told Hall that the 1hr he was taken from him was not a result of his work assignment but because of his grievance investigation which is not part of his work assignment.

UNION CONTENTIONS: REASONS FOR GRIEVANCE Mr. Hall did not ask for overtime to work on a grievance he asked for 1hr of overtime on his work assignment we feel like that management is denying Mr. Hall his right to work his bid Assignment Overtime, and is trying to punish Mr. Hall for filing a grievance by not giving him the overtime that he is entitled to on his RT. It took Barnore 1.50hrs to work this swing, it would have take Mr. Hall 1hr why does Management want to pay for travel time when there is a carrier already out on that RT in that same area???

CORRECTIVE ACTION REQUESTED: That Mr. Hall be paid one hour at the overtime rate of pay for using his RT to come this overtime as he has in the past, this was not to make his work assignment over time.

BRANCH PRESIDENT/DESIGNEE J. CASTAGNETTA SR. SIGNATURE J. Castagnetta Sr.

COPY TO NBA ONLY IF APPEALING TO STEP 3