



Mr. Vincent R. Sombrotto
 President
 National Association of Letter
 Carriers, AFL-CIO
 100 Indiana Avenue NW
 Washington DC 20001-2197

RECEIVED
 FEB 24 1995
 CONTRACT ADMINISTRATION UNIT
 N.A.L.C. WASHINGTON, D.C.

Re: E90N-4E-C 94039480
 CLASS ACTION
 BOULDER CO 80302

Dear Mr. Sombrotto:

Recently, I met with your representative, Jim Edgemon, to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether an employee transferring from one installation to another may be placed on the gaining installation's Overtime Desired List (OTDL).

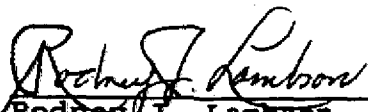
During our discussion, the parties agreed that the Joint Statement on Overtime, June 8, 1988, addresses transfer of employees between units within an installation. Transfer from one installation to another is not provided for in this document.

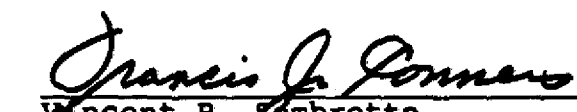
Consistent with this understanding, the parties agreed to remand this case to Step 3 for further processing including arbitration if necessary.

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

Time limits were extended by mutual consent.

Sincerely,


 Rodney J. Lambson
 Grievance and Arbitration
 Labor Relations


 Vincent R. Sombrotto
 President
 National Association of Letter
 Carriers, AFL-CIO

Date: 2/20/95



National Association of Letter Carriers (AFL-CIO)

APPEAL TO STEP 4

5153

DATE July 19, 1994

M-01204

TO: ASSISTANT POSTMASTER GENERAL
LABOR RELATIONS DEPT.
UNITED STATES POSTAL SERVICE
WASHINGTON, D.C. 20260-4100

FROM: NATIONAL BUSINESS AGENT
Mr. Paul C. Davis
P.O. Box 983
Mabelvale, AR 72103

CARRIER	REGIONAL NO.	GRIEVANT (OR CLASS)	POST OFFICE
	GTS #006322 E90N-4E-C 94039480	Class Action	Boulder, CO

DEAR SIR: SINCE NALC USPS BELIEVE(S) THIS CASE INVOLVES AN INTERPRETIVE ISSUE UNDER THE NATIONAL AGREEMENT (OR 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: July 18, 1994
STEP 3 DECISION RENDERED BY: Michael D. Beauchamp
VIOLATION INCLUDING BUT NOT LIMITED TO: Article 8

CORRECTIVE ACTION REQUESTED: Pay M. Agua 2.50, Anderson 2.00, R. Bates 2.00 and P. Broiles 2.00 at the applicable rate.

DESIGNATED NALC REPRESENTATIVE AT STEP 4: CAU

SINCERELY YOURS.

Paul C. Davis
NATIONAL BUSINESS AGENT

RECEIVED
JUL 25 1994
CONTRACT ADMINISTRATION UNIT
NALC, WASHINGTON, D.C.

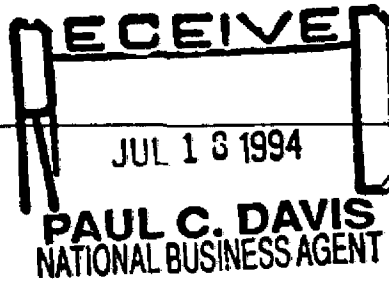
CC: REGIONAL DIRECTOR FOR ELR
NATIONAL OFFICER, NALC
BRANCH PRESIDENT, NALC

HUMAN RESOURCES
WESTERN AREA



**UNITED STATES
POSTAL SERVICE**

1745 STOUT ST STE 600
DENVER CO 80299-1000



M-01204

July 11, 1994

Paul Davis
National Business Agent
NALC, AFL-CIO
P O Box 983
Mabelvale, AR 72103-0983

Certified # P 023 761 260
Decision: DENIED
E90N-4E-C 94039480
Class Action
Boulder, CO 80302
Local No: M0021094B

Dear Mr. Davis:

Andy Peterson and I discussed the above-captioned Step 3 grievance on May 31, 1994.

The question(s) at issue in this grievance (is/are): The contention by the Union the Management should not have allowed employee Bill Stewart to sign the OTDL when he transferred to Boulder, CO from Arkansas, effective 01/24/94. The Union further contends that all O/T hours worked by Mr. Stewart should be given to the other available employees on the OTDL.

After a full review of the information, contentions and arguments submitted by the Step 2 representative(s), I have decided to DENY the grievance for the following reason(s):

Based on all the facts presented, no violation of the National Agreement has occurred. The employee was allowed to sign the OTDL in Boulder, CO in accordance with the joint statement on overtime, issued by the National parties. The paragraph relevant to this grievance is as follows: "Unless local memoranda provide otherwise, when a carrier bids or is transferring between units during a calendar quarter, he/she may sign the OTDL in the gaining unit, if he/she was on the OTDL in the losing unit."

Therefore, Management was correct in allowing Bill Stewart to first sign the OTDL and second, utilize him as an employee on the OTDL.

Based on the foregoing this grievance is denied.

In my opinion, the grievance does not involve an interpretive issue under the National Agreement of some supplement thereto which may be of general application. If you agree that no interpretive issue is involved, you may appeal this decision directly to arbitration at the Area level within twenty-one (21) days after you receive it.

Sincerely,

Michael D. Beauchamp
Labor Relations Specialist
Western Area

MB:aco

cc: Manager, Human Resources, Denver District
Sr. Labor Relations Specialist, Denver
Postmaster, Boulder, CO 80302
Western Area Labor Relations

303-391-5020
Fax 303-391-5021

STEP 4



National Association of Letter Carriers (AFL-CIO)

6372

M-01204

GRIEVANCE
APPEAL TO

3

RECEIVED

DATE: 03-30-94

FROM: BRANCH PRESIDENT

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

Pacific Area 850 Cherry Ave.
San Bruno, CA. 94099

1530-55 TH ST #122
Boulder, Co 80303

APP - 4 1994

PAUL C. DAVIS
NATIONAL BUSINESS AGENT

BRANCH GR.#	GRIEVANT'S NAME	GRIEVANT'S S.S.#	JOB CLASSIFICATION	STATION
M0021094A	Class			Main

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 Jim Cain OF THE Main INSTALLATION, RENDERED ON 02-24-94 AND RECEIVED ON 03-17-94

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 Paul Davis AT (ADDRESS) P.O. Box 983 Mabelvale, Ar. 72103 OR BY PHONE 501-455-1140

VIOLATION: INCLUDING BUT NOT LIMITED TO NATIONAL (ART. & SECT.) 8.5G LOCAL (ART. & SECT.) C-10873
OTHER GROUNDS: _____

REASONS FOR APPEAL: This grievance has been denied. B.K. Stewart transferred to Boulder from out of state, on 01/24/94. He was permitted to sign the OTDL because he claimed that he was on the OTDL in Arkansas. The language of the Joint Statement was agreed to in 1988. Not until the latest MOU agreed to by the NALC and USPS were PTFs and FTRs allowed to transfer as regulars. This agreement ends in November of 1994. If the language was written in 1988 how could it intentionally mean from city to city or state to state. The language "when a carrier bids or is transferring between units during a calendar quarter" was intended to mean within the installation or city. Bidding between units means within the installation or city. Carriers don't bid inter-city or inter-state. Also Stewart isn't tracked on the OTDL until (see attached)

CORRECTIVE ACTION REQUESTED: Pay the carrier mentioned grievance number, M0021094A, M. Agua 2.50, K. Anderson 2.00, R. Bates 2.00 and P. Broiles 2.00 hours at the applicable rate plus 25 interest. Grant Stewart administrative leave for the amount of overtime he has worked.

cc: NATIONAL BUSINESS AGENT, NALC
POSTMASTER

Louis K. Poniros
BRANCH PRESIDENT/DESIGNEE

UNITED STATES POSTAL SERVICE

VALMONT STATION
BOULDER, CO. 80301

DATE: March 17, 1994
OUR REF: jhc
SUBJECT: STEP 2 GRIEVANCE DECISION

Case No.: 94-11
Union No.: MO021094b
Grievant: Class Action
Subject: G.T.O.L.
Location: Main Office
Meeting Date: 02/24/94
Union Rep.: Poniros
Articles: Art. 8.3g
Answer: DENIED

The subject grievance was discussed at Step 2 of the grievance procedure, in accordance with Article 15, Section 2 of the National Agreement. Extensions were granted on this appeal.

THE UNION ALLEGES: that Management violated the provisions of the National Collective Bargaining Agreement by their actions listed below:

MANAGEMENT ALLOWED A NEW TRANSFER (WITH STEWART) TO GET ON THE OTDL. ON FOUR DAYS (1/24 THROUGH 1/28) MR. STEWART WORKED OVERTIME TOTALING 7.90 HOURS. THE UNION FEELS MR. STEWART SHOULD NOT HAVE BEEN ALLOWED ON THE OTDL AND THEREFORE CONSIDER HIM AS NON-OTDL.

REMEDY REQUESTED:

PAY VARIOUS OTDL CARRIERS AT THE OVERTIME RATE FOR ALL HOURS WORKED BY STEWART.

MANAGEMENT FINDINGS:

WHEN MR. STEWART TRANSFERRED INTO THE UNIT HE INDICATED THAT HE WAS ON THE OTDL AT HIS OLD UNIT AND STATED THAT HE WANTED TO BE ON THE LIST HERE ALSO. HE WAS ALLOWED TO GET ON THE LIST AND WORK OVERTIME BECAUSE OF THE LANGUAGE CONTAINED IN THE ATTACHED JOINT STATEMENT BETWEEN THE NALC AND USPS. THAT STATEMENT CONTAINS THE FOLLOWING LANGUAGE FOUND UNDER "SETTING OVERTIME LIST": "UNLESS LOCAL MEMORANDA PROVIDE OTHERWISE, WHEN A CARRIER BIDS OR IS TRANSFERRED BETWEEN UNITS DURING A CALENDAR QUARTER, HE/SHE MAY SIGN THE OTDL IN THE GAINING UNIT, IF HE/SHE WAS ON THE OTDL IN THE LOSING UNIT." THE LOCAL BRANCH CONTENDS THAT THIS LANGUAGE PERTAINS ONLY TO MOVEMENT WITHIN AN INSTALLATION. HOWEVER, THEY HAVE PRODUCED NO DOCUMENTATION TO THAT EFFECT. I CONTEND THAT THE TERM TRANSFERRING IS USED IN THE NATIONAL AGREEMENT AS MOVEMENT FROM ONE INSTALLATION TO ANOTHER. THAT IS THE SAME TERM INCLUDED IN THE JOINT STATEMENT. THIS TERM COULD HAVE BEEN EXCLUDED, BUT IT WAS NOT. IT WAS INTENTIONALLY INCLUDED. FURTHERMORE, THE JOINT STATEMENT ALLOWS THAT A LOCAL COULD PROTECT AGAINST SUCH ACTION, SIMPLY BY INCLUDING A PROHIBITING STATEMENT IN ITS LOCAL MEMORANDUM. OUR LOCAL CONTAINS NO SUCH PROHIBITION.

After careful consideration of the facts and circumstances in this case, and absent a contractual violation, this grievance is denied.

James H. Cain
James H. Cain
Manager, Customer Services / Step 2 Designee
Valmont Station
Boulder, Co. 80301



National Association of Letter Carriers (AFL-CIO)

M-01204

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

Denied

STANDARD GRIEVANCE FORM

DATE 02-18-94		BRANCH GRIEV NO M0021094B	USPS NO
TO: USPS STEP 2 DESIGNEE (NAME & TITLE) Jim Cain stn mgr		INSTALLATION Main	PHONE—OFFICE 303-938-8025
FROM: BRANCH NO 642	BUSINESS ADDRESS 1530 55th St. #122 Boulder, Co. 80303		
STEP 2 AUTHORIZED UNION REP Louis K. Poniros		PHONE—OFFICE 442-8067	PHONE—OTHER 938-3725
STEP 1 MEETING: HELD ON (DATE/TIME) 02-10-94	BETWEEN USPS REPRESENTATIVE Jerri Martinez	AND GRIEVANT	STEWARD Tom DeSantis
GRIEVANT'S NAME (OR CLASS) Class			PHONE
HOME ADDRESS		CITY	STATE ZIP
JOB CLASSIFICATION	CRAFT SENIORITY DATE	USPS SENIORITY DATE	DUTY HOURS
STATION OR BRANCH		SOCIAL SECURITY NO	VETERAN <input type="checkbox"/> YES <input type="checkbox"/> NO
OFF DAYS <input type="checkbox"/> ROTATING	FIXED—CHECK AS APPLICABLE SA <input type="checkbox"/> SU <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> TH <input type="checkbox"/> F <input type="checkbox"/>	LEVEL	STEP REG. <input type="checkbox"/> <input type="checkbox"/> PTR <input type="checkbox"/> PTF <input type="checkbox"/>
STEP 1: RENDERED ON (DATE/TIME) DECISION 02-15-94	BY (NAME & TITLE) J. Martinez carrier foreman		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.) 8.3G LOCAL (ART. & SECT.) C-10873

OTHER GROUNDS: _____

FACTS: WHAT HAPPENED During the week of 01-22-94 Management worked a non OTDL carrier four days in a row. On 01/24, 01/25, 01/26 and 01/27 B. K. Steward worked 1.96, 2.00, 1.99 and 2.01 hours respectively. For a total of 7.96 hours.

ADDITIONAL SHEET ATTACHED

UNION CONTENTIONS: REASONS FOR GRIEVANCE Once again management refuses to manage and violates the rights of the carriers on the OTDL. C-10873 states "When Management violated the contract by requiring non OTDL carriers to work overtime while carriers on the OTDL were available, the appropriate remedy is give the carriers not on the list "administrative time off for the amount of time they worked overtime" and to pay at the overtime rate the carriers on the list for the time they should have worked."

ADDITIONAL SHEET ATTACHED

CORRECTIVE ACTION REQUESTED: Pay K. Bates 1.96 hours, J. Freeman 2.00 hours, E. Stracqualursi 2.00 hours and U. DeGroot 2.00 hours of overtime. Give B. K. Steward 8.00 hours of administrative leave.

Branch President Louis K. Poniros
BRANCH PRESIDENT/DESIGNEE SIGNATURE Louis K. Poniros