

REGULAR ARBITRATION PANEL

C#09384

In The Matter Of The Arbitration
Between
UNITED STATES POSTAL SERVICE
and
NATIONAL ASSOCIATION OF LETTER
CARRIERS, AFL-CIO

GRIEVANT:
Max Tutt
POST OFFICE:
Petersburg, Virginia
CASE NUMBER:
USPS: E7N-2U-C 20156
NALC: GTS-3363
Local No. 5-89

BEFORE: Robert J. Ables, Arbitrator

APPEARANCES:
For The U.S. Postal Service: Wayne T. Boothe, Labor
Relations Representative

For The Union: Patrick J. Nolan, Local
Business Agent-D.C. Region

PLACE OF HEARING: Petersburg, Virginia

DATE OF HEARING: August 22, 1989

AWARD: The grievance is sustained.

Overtime was "needed". The
grievant being on the
Overtime Desired List should
have been called on a
snow day to deliver mail
not delivered because of
unscheduled absences.

DATE OF AWARD: September 28, 1989

Robert J. Ables

ARBITRATION AWARD

United States Postal Service

and

National Association of Letter
Carriers, AFL-CIO

Dispute Concerning Overtime

OPINION

I. ISSUE

At issue is whether the Postal Service, at its post office in Petersburg, Virginia, should have called the grievant letter carrier, Max Tutt, on the Overtime Desired List, on overtime, on a snow day, where a temporary, casual, employee was used as a letter carrier late in the day, but where very substantial mail was not delivered.

II. FACTS

On February 18, 1989, during a snow storm, two employees scheduled to work did not report, resulting in two unscheduled absences. First class mail was cased and ready for delivery at 9:30 a.m. A 204 B supervisor assigned work such that mail was not delivered on a certain route (Route 21).

The grievant, on the Overtime Desired List, was available to work but was not called.

At 4:45 p.m., the postmaster learned that mail had not been delivered on Route 21. He assigned two regular letter carriers who had not clocked out to deliver mail on that route. One such carrier worked 1.68 minutes; the other worked 1.77 minutes. Also, a temporary, casual, employee worked two hours overtime on Route 21.

The best evidence is that most of the mail was not delivered, that day, on Route 21.

The union's request that the grievant be paid for eight hours, at the overtime rate, is based on a claim that the Postal Service violated Article 8, Section 5 by not calling the grievant early in the day when it was clear a letter carrier was needed to service the route in issue.^{1/}

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The union also relies on Section 5.2 a. and b. These sections provide that when the need for overtime arises, employees with the necessary skills having listed their names on the overtime desired list will be selected from that list. Further, overtime will be distributed equitably from among those on the list.

The Postal Service denied the claim, relying on discretion under its management rights, pursuant to Article 3 of the contract. Management concedes that the 204 B made a bad decision in assigning employees to perform required work.

Article 8 is entitled "Hours of Work". Section 5 pertains to "Overtime Assignments". The introductory phrase in this section to provide for overtime is "[w]hen needed".

III. FINDINGS

Management's argument that it decides when overtime is needed is besides the point in dispute. Management had already decided overtime was needed. It required two on-duty letter carriers to deliver mail on the uncovered route -- on overtime. Most of the mail was still undelivered even after assigning a temporary, casual, employee to cover the route. Clearly, overtime was needed. The Overtime Desired List is designed to provide qualified employees to perform required service. The grievant was positioned to do this. He should have been called.

IV. DECISION

The grievance is sustained.



Robert J. Ables

Dated: September 28, 1989

Washington, D.C.