



American Postal Workers Union, AFL-CIO

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Brian Dunn

Marty Barron

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Central Region Coordinator

Mike Gallagher
Eastern Region Coordinator

Elizabeth "Liz" Powell
Northeast Region Coordinator

William "Bill" Sullivan
Southern Region Coordinator

Omar M. Gonzalez
Western Region Coordinator

Step 3 Decision Status

March 31, 2009

To: State & Local Presidents and
State Representatives for SEATTLE DISTRICT

Re: USPS # E06C4EC09107100, Local # W1009105, BA # 170000027647
Disallowance of SDO's Overtime in Lieu of OOS

Dear President and State Representative:

The above referenced case has been processed through Step 3 of the grievance procedure. A copy of the original Step 3 Direct Appeal grievance form is enclosed for your review.

After considering all the facts, the resulting Step 3 decision (enclosed) for this case is **Resolved**. The action is as follows: **Settled and Close Case**.

Please keep a copy of this agreement for your use.

Yours in Union Solidarity,

Brian Dunn
National Business Agent

BD:rr
opeiu#2/afl-cio

USPS#: E06C4EC 09 107100 Grievant: Class Action
Local#: W2009105 Craft: Clerk
BA#: 170000027647 Step 3 Decision: 3/24/2009
Installation: Article: 8



UNITED STATES
POSTAL SERVICE

Date: 3 24 09

Subject: Step 3 Grievance Settlement

E06C-4E-C09107100 DIST980
2009-02-13 W2009105
CLASS ACTION
SEATTLE WA 98109 9997

To: Brian Dunn
NBA, APWU
4110 NE 122nd Suite 200
Portland OR 97230-1312

Decision: Settled
Issue Codes: 00500
Meeting Date: 3-24-09

Pursuant to the terms and obligations as set forth in Article 15 of the 2006 National Agreement, you and I met at Step 3 of the Grievance Procedure on 3-24-09

After a full review of the information, contentions and arguments submitted by the representatives at Step 2, the decision has been made to the following agreement:

MANAGEMENTS MAY NOT SCHEDULE EMPLOYEES
FOR THE PURPOSE OF INTENTIONALLY CIRCUMVENTING
OVERTIME DESIRED LIST PROVISIONS

Based on the aforementioned, this case is ~~settled~~ SETTLED

Tony P. Benitez
Labor Relations Specialist
Western Area

Brian Dunn
NBA, APWU

cc: Western Area Processing Center
Labor Relations Office, ~~Seattle~~ SEATTLE
~~13-11-09~~

American Postal Workers Union, AFL-CIO

CERTIFIED NO. CERTIFIED NO. 7099 3220 0010 1142 4164

RETURN RECEIPT REQUESTED

Step 3 DIRECT APPEAL Grievance Form

Seattle District	Days Off Overtime vs. Out-Of-Schedule Premium	Clerk	02/10/2009
Name of District or Area	Policy, Instruction or Guideline at Issue	Craft	Date of Appeal
Disallowance of SDO's Overtime in lieu of OOS			W-2009-105

Nature of Issue (Contract or Discipline)

Region=s Grievance No.

USPS Grievance No.

The above grievance is appealed by the APWU to Step 3

Postal Service Representative

Regional Director of E&LR, Pacific Area
U.S. Postal Service
1745 Stout Street, Suite 400
Denver, CO 80299-7501

Any grievance involving any new or changed district or area wide policy, instructions, or guidelines, shall be directed at step 3 to management=s representative at this level and shall specify the reasons for the grievance.

14 Day Filing Period

This appeal is in accordance with Article 15 Sec. 2 Step 3 (g) for the following reasons:

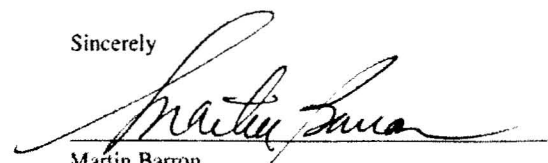
Each of the Districts have apparently initiated a policy shift instructing supervisors to discontinue work on employees' days off in an overtime status. In one such directive, being used for illustrative purposes, the Employer states, in part: "...no employees are allowed to work on their SDO...we will accomplish the tests through the schedule changes utilizing OOS premium instead of full tour SDO work pay..." The Union contends that the policy of prohibiting SDO overtime is at fundamental odds with Article 8.5, and that the further violation consists of the decision to rely on schedule changes to circumvent the use of the ODL in an overtime status, which is in violation of Article 8.5 as well. The latter violation was disposed of in a Step 4 Decision wherein the parties mutually agreed that "...management may not schedule employees for the purpose of intentionally circumventing overtime desired list provisions..."

As remedy, the Union asks that the employees and the union be made whole, including but not limited to language acknowledging that employees will not be scheduled contrary to their posted work hours and days off so as to be in an out-of-schedule status, when there are available employees on the overtime desired list(s) available to work the needed work hours on an overtime basis. The Union also asks that the instant grievance decision be disseminated to each local office for implementation, and that such implementation include 1) instructions to discontinue the use of OOS in lieu of OT; and 2) for the local union to identify any ODL employee who was denied overtime opportunities as a result of the OOS scheduling effected in order to avoid the OT.

Regional Coordinator or National Business Agent

Brian Dunn / Marty Barron
National Business Agents
APWU, AFL-CIO
4110 N.E. 122nd Avenue, #200
Portland, OR 97220

Sincerely


Martin Barron
National Business Agent / Steward
APWU Representative

c.c.: Omar Gonzales, Western Region Coordinator



U.S. Postal Service
4751 Evers Plaza SW
Washington, DC 20060

Mr. Teddie F. Days
Assistant Director
Motor Vehicle Service Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

Re: HOC-3W-C 13783
HOC-3W-C 13787
HOC-3W-C 13788
Class Action
Ft. Myers FL 33913

Dear Mr. Days:

On May 27, 1993, we met to discuss the above-captioned grievances at the fourth step of our contractual grievance procedure.

The issue in these grievances is whether management violated the National Agreement in its overtime scheduling on July 14, 1992.


After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in these cases. We further agreed that, while the overtime desired list provisions were not violated in this instance, management may not schedule employees for the purpose of intentionally circumventing overtime desired list provisions. The question of whether management did so in this instance is a non-interpretive factual question. The issue of simultaneous scheduling was addressed by arbitrator Mittenthal in case H4C-NA-C 30.

Accordingly, we agreed to remand these cases to the parties at Step 3 for further processing in accordance with the above understanding.

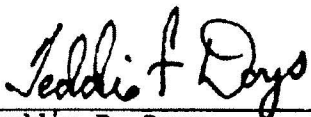
Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand these cases.

Time limits at Step 4 were extended by mutual consent.

Sincerely,



Daniel P. Magazu
Grievance and Arbitration
Labor Relations



Teddie F. Days
Assistant Director
Motor Vehicle Service Division
American Postal Workers
Union, AFL-CIO

Date: June 16, 1993



DATE:

9/10/08

SUBJECT: Pre-Arb Settlement

E06C-4E-C08145722 DIST970
2008-03-28 22FE08BB
CLASS ACTION
EUGENE OR 97402 9998

Issue: *Temp change of schedule*

TO: Omar Gonzales
Western Regional Coordinator
1799 Old Bayshore Highway, Suite 240
Burlingame, CA 92010

As a result of a meeting on 9/10/08 with APNU the parties reached the following settlement on the above identified case:

Management initiated temporary schedule changes should be the exception rather than the norm, and not on a regular or recurring basis. These schedule changes are to be made for a pre-determined duration and used to cover operational needs.


By virtue of this final and binding settlement of the subject issue, this document shall serve as the union's notification to management that it is withdrawing this case from arbitration. This is a complete settlement of the case(s) cited above or attached.



Pamela Zimmerman
For the Postal Service

9/10/08

Date



Brian Dunn
For the Union

9/10/08

Date

cc: Western Area Labor Relations, Portland
Manager Labor Relations, _____