



# RESOLVE



## STEP B DECISION

<b>Step B Team:</b>	Decision:	<b>RESOLVE</b>
USPS:	USPS Number:	<b>G16N-4G-C 2035 6751</b>
<b>Rose Barner</b>	Grievant:	<b>Class Action</b>
NALC:	Branch Grievance Number:	<b>421</b>
<b>Jim Ruetze</b>	Branch:	<b>421-813-20</b>
	Installation:	<b>San Antonio</b>
District:	Delivery Unit:	<b>Beacon Hill Station</b>
<b>Rio Grande</b>	State:	<b>TX</b>
	Incident Date:	<b>07/18/2020-07/24/2020</b>
	Informal Step A Meeting:	<b>07/30/2020</b>
	Formal Step A Meeting:	<b>08/12/2020</b>
	Received at Step B:	<b>08/18/2020</b>
	Step B Decision Date:	<b>09/28/2020</b>
	Issue Code:	<b>08.5450</b>
	NALC Subject Code:	<b>120051</b>

**ISSUE:** Did management violate Articles 8.5.D and 5.G of the National Agreement when working non-Overtime Desired List (ODL) and Work Assignment (WA) carriers on and off their routes by improperly assigning overtime during the week of July 18-24, 2020? If so, what is the remedy?

**DECISION:** The Dispute Resolution Team (DRT) mutually agreed to **RESOLVE** this grievance. The case file evidenced a violation of the National Agreement. The letter carriers in the table below are compensated in the amounts by their names. Non-carriers who were improperly assigned to work overtime were compensated an additional 100% of their straight time rate. ODL carriers were compensated for the missed overtime opportunities at the rate of pay they would have earned if they had performed the work. Management shall in the future assign overtime consistent with the provisions of Article 8.5. All payments associated with these remedies have been processed at Step B through GATS. See the DRT Explanation below.

Carrier	EIN	Remedy	Carrier	EIN	Remedy
Flores,	04629941	<b>\$145.14</b>	Rohrbeck	03515425	<b>\$74.34</b>
Montalvo, AK	04339668	<b>\$30.68</b>	Regalado, DP	02152054	<b>\$794.73</b>
Gilbert, G	02439335	<b>\$66.67</b>	Sayed, D	04632780	<b>\$257.09</b>
Duran, J	04635779	<b>\$206.50</b>	Reyes, R	01949924	<b>\$46.61</b>
Castaneda, J	04466169	<b>\$154.29</b>	Moreno Lozano	04491164	<b>\$200.01</b>
Perales, A	03593848	<b>\$213.58</b>	Zander, D	02114220	<b>\$367.13</b>
Matthies, KJ	01966651	<b>\$57.82</b>	Hernandez, R	04223066	<b>\$54.87</b>

RIO GRANDE DISPUTE RESOLUTION TEAM  
 10410 Perrin Beitel Road, Rm 1059  
 San Antonio, TX 78284  
 PHONE: 210-368-5477, 210-368-1784; FAX: 210-368-8525

Mazuca, R	04360805	<b>\$137.47</b>	Hidalgo, R	03366084	<b>\$147.21</b>
Childress, G	02353498	<b>\$99.12</b>	Gonzalez, HE	03532392	<b>\$333.35</b>
Venegas, E	04298245	<b>\$60.18</b>	Macias Jr, R	03509712	<b>\$201.93</b>
Johnson, S	01977389	<b>\$41.60</b>	Rodriguez, R	01988799	<b>\$283.35</b>
Olivas, D	04618971	<b>\$189.69</b>	Rodriguez, GJ	03110662	<b>\$111.36</b>
Miles, CJ	04449050	<b>\$69.62</b>	Melendez, J	01998697	<b>\$26.55</b>
Roller,	02176046	<b>\$37.47</b>	Gonzalez, E	04350827	<b>\$93.81</b>
Bosley, PE	04323581	<b>\$63.43</b>			

**EXPLANATION:**

This grievance concerns the assignment of overtime among full-time letter carriers at Beacon Hill Station in San Antonio, Texas during the week of July 18-24, 2020. During the week cited, management assigned overtime to non-ODL and WA carriers off their assignments while ODL carriers were available at the regular overtime rate, and ODL carriers were available at the penalty overtime rate.

**The union** contended at Formal Step A management violated Article 8 of the National Agreement, 8.5.D and 8.5.G of the Joint Contract Administration Manual (JCAM) and M-00884 when they did not maximize the ODL and mandated non ODL/WA carriers to carry overtime on their own routes and carry auxiliary assistance on other routes during the work week of July 18-24, 2020 prior to fully utilizing the ODL and City Carrier Assistants (CCAs).

The union requested all ODL and CCA carriers be awarded overtime and penalty overtime. The union requested an award of 100% at the straight rate of pay as the remedy requested by the union for the aggrieved non ODL and/or WA.

**Management** at Formal Step A contended employee moves report was discussed conceding hours circled for some carriers and the steward stated they were potential violations on the WA routes. Management affirmed with the steward the WA carriers worked overtime on their own routes and these were not violations. Management contended the union without contending any argument stated “let’s just move it up”. Management contended the steward did not share any information at the Informal A level of the grievance process. Further, management asserted the union did not provide any tangible evidence that a violation occurred and therefore, the grievance was denied.

**The DRT** reviewed the case file and determined there was a violation of Article 8.5 for the week of July 18-24, 2020 when the overtime among full-time carriers were not assigned in accordance with the provisions of Article 8.5. Overtime for non-ODL carriers *on their own assignments* is governed by the Letter Carrier Paragraph, which is found on pages 8-14 and 8-15 of the JCAM:

***The “Letter Carrier Paragraph.”** For many years Article 8.5.C.2.d also gave management the right to require a letter carrier working on his/her own route on a regularly scheduled day to work mandatory overtime rather than assigning the*

*overtime to a carrier from the Overtime Desired List. However, in the Overtime Memorandum first negotiated as part of the 1984 National Agreement, the Postal Service and the NALC added the following qualification, known as the "letter carrier paragraph."*

*In the Letter Carrier Craft, where management determines that overtime or auxiliary assistance is needed on an employee's route on one of the employee's regularly scheduled days and the employee is not on the overtime desired list, the employer will seek to utilize auxiliary assistance, when available, rather than requiring the employee to work mandatory overtime.*

*(The complete text of this memorandum is reprinted at the end of this article.)*

*National Arbitrator Mittenthal ruled in H4N-NA-C 21, June 26, 1986 (C-06297), that the letter carrier paragraph is an enforceable obligation.*

**Implementing Memorandum on "Letter Carrier Paragraph."** A memorandum of understanding signed December 20, 1988 (M-00884) further explained the requirement to seek to use auxiliary assistance before requiring letter carriers not on the ODL or Work Assignment List to work overtime on their own route on a regularly scheduled day. Management must seek to use all of the following to provide auxiliary assistance:

- *part-time flexibles at the straight-time or regular overtime rate*
- *city carrier assistant employees at the straight-time or regular overtime rate*
- *available full-time regular employees such as unassigned or reserve regulars at the straight-time rate*
- *full-time carriers from the Overtime Desired List at the regular overtime rate*

*However, the memo states that management does not have to use ODL carriers to provide auxiliary assistance if such an assignment would mean that the ODL carriers would be working penalty overtime. In that limited situation—if no auxiliary assistance is available without going into penalty overtime—management can require full-time regular carriers not on the Overtime Desired List to work overtime on their own routes on a regularly scheduled day. Remember that this limited exception applies only when a full-time non-ODL letter carrier is required to work overtime on his/her own assignment on a regularly scheduled day.*

The assignment of overtime to non-ODL carriers off their assignments or on a non-scheduled day is also discussed on page 8-15:

*Before requiring a non-ODL carrier to work overtime on a non-scheduled day or off his/her own assignment, management **must seek to use a carrier from the ODL, even if the ODL carrier would be working penalty overtime** (Article 8.5.D). [Emphasis Added]*

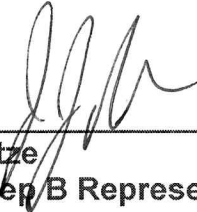
For Work Assignment carriers, the following JCAM language from page 8-22 addresses the assignment of overtime off their assignment or on a non-scheduled day:

*The Work Assignment List was established for full-time letter carriers who only want to work overtime on their own assignment on regularly scheduled days. Signing up for the Work Assignment overtime does not create any entitlement or obligation to work overtime on a non-scheduled day. For purposes of overtime on a non-scheduled day or on other than their own assignment, carriers on the Work Assignment list are treated exactly the same as any other full-time carriers not on the Overtime Desired List—They may only be required to work overtime under the provisions of Article 8.5.D. [Emphasis in Original].*

Based on its review of the case file, the DRT agreed to the decision and remedy above.



**Rose Barner**  
**USPS Step B Representative**



**Jim Ruetze**  
**NALC Step B Representative**

**cc:**

LR Manager, Southern Area  
NALC Region 10 NBA  
Rio Grande District HR Manager  
Rio Grande District LR Manager  
USPS Formal Step A Michael Moreno

NALC Branch President  
NALC Formal Step A Kevin Welch  
Manager, Rio Grande District  
Postmaster  
DRT File

**Grievance File Contents**

PS Form 8190  
Union Contentions  
Donald Barrett Award  
Union OT Worksheets/Remedy  
Request for Information  
Employee Moves Report

Hours Analysis Report  
Carrier Schedule  
ODL  
Previous Grievance Settlements  
Management Contentions  
Formal/Informal A Meeting Request

							PP16 FY2020			
New		2	\$145.14	FLORES	ERICK	8001	PP16 FY2020	YSZ1BC	09/29/2020	
New		2	\$147.21	HIDALGO	RIGOBERTO	4751	PP16 FY2020	YSZ1BC	09/29/2020	
New		2	\$154.29	CASTANEDA	JAIRO	7233	PP16 FY2020	YSZ1BC	09/29/2020	
New		2	\$189.69	OLIVAS	DANIEL	5744	PP16 FY2020	YSZ1BC	09/29/2020	
New		2	\$200.01	MORENO LOZANO	JOSE	1693	PP16 FY2020	YSZ1BC	09/29/2020	
New		2	\$201.93	MACIAS	ROGELIO	0298	PP16 FY2020	YSZ1BC	09/29/2020	
New		2	\$206.50	DURAN	JULIAN	9613	PP16 FY2020	YSZ1BC	09/29/2020	
New		2	\$213.58	PERALES	ALONSO	6676	PP16 FY2020	YSZ1BC	09/29/2020	
New		2	\$257.09	SAYED	DANISH	7172	PP16 FY2020	YSZ1BC	09/29/2020	
New		2	\$283.35	RODRIGUEZ	RENE	2960	PP16 FY2020	YSZ1BC	09/29/2020	
New		2	\$333.35	GONZALEZ	HECTOR	3098	PP16 FY2020	YSZ1BC	09/29/2020	
New		2	\$367.13	ZANDER	DARRYL	0306	PP16 FY2020	YSZ1BC	09/29/2020	
New		2	\$794.73	REGALADO	DAVID	0338	PP16 FY2020	YSZ1BC	09/29/2020	
Total New: \$4,565.60										
Total Pending: \$0.00										
Total Submitted: \$0.00										

**Paid and Errors from Finance**

Status	Error or Warning	App Seq	Request Amount	Amount Paid	PP Paid	Last Name	First Name	SSN	Relevant PP	Requested By	Date Requested
No Data											
Total Paid: \$0.00											
Total Error: \$0.00											