

RESOLVE



STEP B DECISION

Step B Team:
 USPS:
 Rose Barner
 NALC:
 Jose Portales

District:
 Rio Grande

Decision:
 USPS Number:
 Grievant:
 Branch Grievance Number:
 Branch:
 Installation:
 Delivery Unit:
 State:
 Incident Date:
 Informal Step A Meeting:
 Formal Step A Meeting:
 Received at Step B:
 Step B Decision Date:
 Issue Code:
 NALC Subject Code:

RESOLVE
G16N-4G-C 2028 9681
Class
421
421-686-20
Schertz
Main Post Office
TX
05/30/2020-06/05/2020
06/16/2020
06/24/2020
06/25/2020
06/26/2020
08.5450
120051

JUN 29 2020

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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 05/30/2020 through 06/05/2020? 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. Carriers who were improperly assigned to work overtime were compensated an additional 50% 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 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.

EIN	EMPLOYEE	REMEDY
02946527	Alexander, R. E.	\$16.23
04174676	Pedroza, J.S.	\$64.90

EXPLANATION:

This grievance concerns the assignment of overtime among full-time letter carriers at the Main Post Office in Schertz, Texas during the week of 05/30/2020 through 06/05/2020. During the week cited, management assigned overtime to non-ODL and WA carriers on and off their assignments while 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), when they did not maximize the ODL carriers 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 05/30/2020 through 06/05/2020.

RIO GRANDE DISPUTE RESOLUTION TEAM
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The union requested all ODL carriers be reimbursed for the missed overtime from the week of 05/30/2020 through 06/05/2020. Also, the non-ODL carriers be compensated at 100% of the straight time rate for being mandated to carry auxiliary assistance on and off their own assignments. The union requested management cease and desist from this practice.

Management at Formal Step A contended that on 06/01/2020 Carrier Heikal did not submit a PS Form 3996, which resulted in management not being aware that he required assistance. When management became aware they sent two ODL carrier and a WA Carrier Alexander to provide assistance. Management contended the Postal Service is to provide our customers with the most efficient, and reliable service every day. WA Carrier Heikal did not submit a PS Form 3996, which played a vital role in management's decision to make every effort to complete their mission.

The DRT reviewed the case file and determined overtime among full-time carriers during the week of 05/30/2020 through 06/05/2020, was 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).

In addition, M-41 Handbook, City Carriers Duties and Responsibilities, outlines the carriers' responsibility when unable to complete delivery of all mail.

131.4 Reporting Requirements

131.41 It is your responsibility to verbally inform management when you are of the opinion that you will be unable to case all mail distributed to the route, perform other required duties, and leave on schedule or when you will be unable to complete delivery of all mail.


131.42 Inform management of this well in advance of the scheduled leaving time and not later than immediately following the final receipt of mail. Management will instruct you what to do.

131.43 Complete applicable items on Form 3996, Carrier-Auxiliary Control, if overtime or auxiliary assistance is authorized in the office or on the street.

The DRT discussed the remedy of 100% of the straight time rate to the non-ODL carriers, but did not find it appropriate at this time. Based on its review of the case file, the DRT agreed to the decision and remedy above.



Rose Barner
USPS Step B Representative



Jose Portales
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: Arthur Sanchez

NALC Branch President
NALC Formal Step A: Abraham Heikal
Manager, Rio Grande District
Postmaster
DRT File

Grievance File Contents

PS Form 8190
Union Contentions (2 pgs)
Management Contentions
Request for Formal Step A Meeting
Hours Analysis Report (5 pgs)
PS Form 3996
Prior Step B Decisions (75 pgs)

Request for Information
Informal Step A Meeting Request
Time Limit Extension
Employee Moves Report (6 pgs)
Weekly Schedule
Formal Step A Settlement (10 pgs)