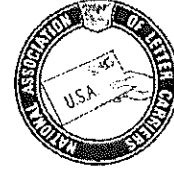


1 33 19 2021



RESOLVE



STEP B DECISION

Step B Team:
 USPS:
 Rose Barner
 NALC:
 Jim Ruetze

District:
 Rio Grande

Decision: **RESOLVE**
 USPS Number: **G16N-4G-C 2110 0862**
 Grievant: **Class Action**
 Branch Grievance Number: **421-1166-21**
 Branch: **421**
 Installation: **Seguin**
 Delivery Unit: **Main Post Office**
 State: **TX**
 Incident Date: **01/02/2021-01/08/2021**
 Informal Step A Meeting: **01/09/2021**
 Formal Step A Meeting: **No Meeting**
 Received at Step B: **02/08/2021**
 Step B Decision Date: **02/11/2021**
 Issue Code: **08.5450**
 NALC Subject Code: **120051**

COPY

ISSUE: Did management violate Articles 8.5.D and 5.G of the National Agreement when working non-Overtime Desired List (ODL) carriers into overtime on/off their own routes during the week of January 2-8, 2021? 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-ODL 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.

Carrier	EIN	Remedy	Carrier	EIN	Remedy
Cortez, A	04211664	\$7.52	Weilandt, D	04721019	\$10.03
Barnett, D	04660173	\$14.01	Lerma, R	02371577	\$24.34
Penshorn, D	02314669	\$24.34	Herman, D	02698590	\$25.22
Moreno, V	04320961	\$25.22			

EXPLANATION: This grievance concerns the assignment of overtime among full-time letter carriers at the Main Post Office in Seguin, Texas during the week of January 2-8, 2021. During this week non-ODL carriers A. Cortez, D. Weilandt and D. Barnett worked overtime on/off their assignments while ODL carriers were available at the regular overtime rate.

The union contended management violated Article 8.5 when they worked non-ODL carriers overtime off their assignments and work assignment ODL carriers off their assignments when ODL and CCA carriers were available to work the overtime at the appropriate overtime rate. The union contended when non-ODL carriers are forced to work overtime when ODL letter carriers are available to work, a contract violation occurs causing harm to each group of letter carriers. ODL letter carriers lose their bargained right to earn extra money and letter carriers forced to perform overtime work lose time outside of the workplace that was bargained for. The union requested 100% at the straight rate of pay for the aggrieved non-ODL carriers and payment to ODL carriers for the missed opportunities.

Management did not meet at the Formal A step of the grievance process. There were no contentions in the file.

The DRT reviewed the case file and determined there were work assignment carriers performing off route overtime and non-ODL carriers who worked overtime. The DRT agreed there was a violation of Article 8.5 during the week of January 2-8, 2021 when the overtime among full-time carriers was not assigned in accordance with the provisions of Article 8.5. The assignment of overtime to non-ODL carriers on their assignments is governed by the Letter Carrier Paragraph, which is discussed 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.

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.

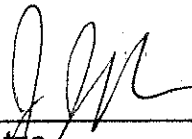
Before requiring a non-ODL carrier to work overtime on a non-scheduled day or off his/her own assignment, management must seek to use a carrier from the ODL, even if the ODL carrier would be working penalty overtime (Article 8.5.D).

The memo goes on to state that “the determination of whether management must use a carrier from the ODL to provide auxiliary assistance must be made on the basis of the rule of reason.” For example, **management is not required to use a carrier from the ODL when the travel time would be excessive for the amount of assistance being given.** The full text of the memorandum is reprinted at the end of this article. [Emphasis Added]

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 Tammy Snell

NALC Branch President
NALC Formal Step A Dennis Alltop
Manager, Rio Grande District
Postmaster
DRT File

Grievance File Contents

PS Form 8190
Request for Information/Time/Meeting
Request for Formal Step A Meeting
Union Contentions - 8 pgs
Employee Moves Report – 6 pgs

Employee Everything Report – 24 pgs
ODL
Work Schedule
Email Exchange – 5 pgs
Hours Analysis Report – 3 pgs