

RESOLVE



STEP B DECISION

USPS Step B:	Decision:	RESOLVE
Rose Barner	USPS Number:	G16N-4G-C 2104 6151
NALC Step B:	Grievant:	Class
Jim Ruetze	Branch Grievance Number:	421-1645-20
	Branch:	421
	Installation:	Eagle Pass
District:	Delivery Unit:	MPO
Rio Grande	State:	TX
	Incident Date:	11/21/2020-11/27/2020
	Informal Step A Initiated:	12/04/2020
	Formal Step A Meeting:	12/10/2020
	Received at Step B:	12/14/2020
	Step B Decision Date:	01/21/2021
	Issue Code:	08.5450
	NALC Subject Code:	120051

ISSUE: Did management violate Article 8.5 of the National Agreement by assigning off-assignment overtime to full-time carriers not on the 10- or 12- hour overtime desired lists? 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. 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
Castro, L	04173095	\$125.08
Hernandez, J	02166875	\$57.23

EXPLANATION: This grievance concerns the assignment of overtime among full-time letter carriers at the Main Post Office in Eagle Pass, Texas during the week of November 21-27, 2020. During that week, management assigned overtime to letter carriers on their own assignments who were not on any overtime desired list. The union filed this grievance to protest the improper overtime assignments. Unable to achieve a resolution through the Informal or Formal Step A levels of the grievance process, the union appealed the grievance to Step B.

The union at Formal Step A contended non-ODL letter carriers Leonardo Castro and Joe Hernandez worked overtime off their assignments during the week in question, while ODL carriers and CCAs were available to perform the work. The union contended even with the carriers management mentioned were on leave and on detail, there were still available ODL carriers and CCAs available. ODL Jesus Rodriguez was sitting at home instead of working his scheduled day off which would have easily alleviated the overtime Castro had to carry.

The union requested management cease and desist from violating Article 8 by assigning off-route overtime to non-ODL carriers before the ODL has been properly maximized. The union also requested the improperly mandated carriers be compensated at 100% of their straight time rate, and the ODL be compensated at the appropriate overtime rate for the missed opportunities.

Management at Formal Step A contended two carriers were on sick leave during the week in question, two carriers were on annual leave, and two carriers were in Pecos on detail. In addition, two carriers called in on November 21 and one carrier was on a 204b detail. Thus, for the needs of the office all remaining carriers were mandated to work overtime. Management contended "needs of the office" included mandating carriers for the threshold time of the evening dispatch truck.

Management further contended the union failed to provide proof of work assignment carriers performing off-route overtime. Also, there are only two non-ODL carriers and Castro worked overtime on his route because no one was available

The DRT reviewed the case file and determined there were no work assignment carriers performing off route overtime; however, there were two non-ODL carriers who worked overtime on their own assignments. The DRT agreed there was a violation of Article 8.5 on November 23 and November 27, 2020 when the overtime among full-time carriers was not assigned in accordance with the provisions of Article 8.5. The overtime Castro worked on November 24 was determined not to be in violation, based on management's un rebutted contention that it was unauthorized. The DRT also credited management's contention that Hernandez' overtime on November 27 was authorized based on the "rule of reason." 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

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NALC Formal A Jorge Valdez
Manager, Rio Grande District
Postmaster
DRT File

Grievance File Contents

PS Form 8190
Request for Formal Step A Meeting
Union Contentions - 12 pgs
Management Contentions - 28 pgs
Performance/Analysis Report - 5 pgs
Work Schedule

ODL Signup Sheet
Request for Information/Time/Meeting
Overtime Alert Report - 2 pgs
Employee Moves Report - 8 pgs
Employee Everything Report – 49 pgs

Payout Request History for Grievance

[HELP](#)

21046151

no data

Not Processed By Payroll

- New (Not yet sent to Payroll)
- Pending (Not back from Payroll)
- Submitted (Received acknowledgment from Payroll, awaiting processing)

Payroll Processed

- Paid (Back from Payroll without error)
- Payroll Error (Back from Payroll with error)

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Show History

New, Pending and Submitted Requests

Status	GATS Code	App Seq	Request Amount	Last Name	First Name	SSN	Relevant PP	Requested By	Date Requested
New		1	\$57.23	HERNANDEZ	JOSE	9786	PP25 FY2020	YSZ1BC	01/21/2021
New		1	\$125.08	CASTRO	LEONARDO	8565	PP25 FY2020	YSZ1BC	01/21/2021
Total New: \$182.31									
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											