



RESOLVE



STEP B DECISION

Step B Team:	Decision:	<u>RESOLVE</u>
USPS:	USPS Number:	G16N-4G-C 2105 3294
Rose Barner	Grievant:	Class Action
NALC:	Branch Grievance Number:	421-1663-20
Jim Ruetze	Branch:	421
	Installation:	Eagle Pass
District:	Delivery Unit:	Main Post Office
Rio Grande	State:	TX
	Incident Date:	11/28/2020-12/04/2020
	Informal Step A Meeting:	12/11/2020
	Formal Step A Meeting:	12/16/2020
	Received at Step B:	12/21/2020
	Step B Decision Date:	01/21/2021
	Issue Code:	08.5450
	NALC Subject Code:	120051

ISSUE:

Did management violate Articles 8.5.D and 5.G of the National Agreement when working a non-Overtime Desired List (ODL) carrier into overtime on his own route during the week of November 28 through December 4, 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. See the DRT Explanation below.

Employee	EIN	Remedy
Castro, L	04173095	\$19.77
Valdez Jr, JL	04226476	\$29.65

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 28-December 4, 2020. During this week non-ODL carrier L. Castro worked overtime on his assignment while ODL carriers were available at the regular overtime rate.

The union contended at Formal Step A management violated Article 8.5 when they forced non-ODL carrier Castro to work overtime on his own route when ODL letter carriers were available to work. Management should have utilized the ODL letter carriers they already had working to perform the overtime work on the day in question. 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. The union asserted Carrier Castro, a non ODL carrier, was improperly mandated to carry overtime on his route for a total of .96 units.

Management at Formal Step A contended on November 30, 2020 Carrier Castro submitted a PS Form 3996, Auxiliary Control, requesting what looks like 40 minutes of overtime. Management approved 30 minutes and used the rule of reason in order to make dispatch of value and work within the window of operation. Further, three carriers were on sick leave, one unscheduled sick leave and one on detail all week. Management asserted Castro used .46 units of unauthorized overtime when he failed to notify management he was going to exceed the 30 minutes approved.

The DRT reviewed the case file and determined there was a violation of Article 8.5 on November 30, 2020 when the overtime among full-time carriers was not assigned in accordance with the provisions of Article 8.5. Management contended the rule of reason was used when approving 30 minutes of overtime for the grievant rather than auxiliary assistance due to the window of operations. Further, the additional 0.46 hours used by Carrier Castro was unauthorized and the grievant did not contact the office regarding his inability to maintain his workload. This was not refuted by the union. The DRT therefore agreed to remedy only the 40 minutes management was aware of.

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

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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 Jesus Carrillo

NALC Branch President
NALC Formal Step A Jorge Valdez
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 - 4 pgs
Management Contentions – 3pgs
Work Schedule

ODL Signup List
Overtime Alert Report - 2 pgs
Employee Moves Report - 10 pgs
Employee Everything Report – 61 pgs
Performance/Analysis Reports – 18 pgs
PS Form 3996

Payout Request History for Grievance

[HELP](#)

21053294

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	\$19.77	CASTRO	LEONARDO	8565	PP24 FY2020	YSZ1BC	01/21/2021	Detail
New		1	\$29.65	VALDEZ	JORGE	5354	PP24 FY2020	YSZ1BC	01/21/2021	Detail
Total New: \$49.42										
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											