

# RESOLVE



## STEP B DECISION

<b>Step B Team:</b>	Decision:	<b>RESOLVE</b>
USPS:	USPS Number:	<b>G16N-4G-C 2106 0554</b>
<b>Rose Barner</b>	Grievant:	<b>Class Action</b>
NALC:	Branch Grievance Number:	<b>421-1691-20</b>
<b>Jim Ruetze</b>	Branch:	<b>421</b>
	Installation:	<b>San Antonio</b>
District:	Delivery Unit:	<b>Serna</b>
<b>Rio Grande</b>	State:	<b>TX</b>
	Incident Date:	<b>12/11/2020</b>
	Informal Step A Meeting:	<b>12/22/2020</b>
	Formal Step A Meeting:	<b>12/29/2020</b>
	Received at Step B:	<b>01/08/2020</b>
	Step B Decision Date:	<b>01/28/2021</b>
	Issue Code:	<b>08.5450</b>
	NALC Subject Code:	<b>120051</b>

**EX COPY**

**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/off assignments when ODL carriers were available during the week of December 5-11, 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 assignment of overtime during the week in question was inconsistent with the requirements in Article 8.5. Non-ODL carriers received compensation equal to 100% of their straight time rate for the hours they were improperly assigned to work overtime. ODL carriers were compensated at the overtime rate for the missed overtime opportunities. Management will assign overtime consistent with the provisions of Article 8.5. See the DRT Explanation below.

Employee	EIN	Hours	Remedy
Mancha Jr., H	02083002	2.81	\$82.90
Kim, KB	02114379	1.50	\$44.25
Noggle, JF	02178018	2.92	\$86.14
Greene, KB	03590096	6.03	\$177.88
Kester, JA	04345656	1.62	\$47.79
Sanchez Sr., VG	04440588	6.61	\$194.99
Wilbanks, SA	04623458	6.54	\$192.93
Messer, J	04573020	4.32	\$127.44
Cochrane, AJ	04611318	5.00	\$147.50
Uribe, JR	04395509	6.42	\$284.08
Sampson, C	04462515	2.64	\$116.82

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Johnson, MA	04569192	0.79	\$34.96
Duran, J	04635779	3.19	\$141.16
Gaytan, F	03062157	2.14	\$94.69
Martinez, PE	02012307	1.24	\$54.87
Olson, G	04540560	0.83	\$36.73
Govan Jr., AD	03597261	1.09	\$48.23
Atterberry, XF	02102434	5.38	\$238.07
Loredo, CE	04579039	1.40	\$61.95
Isehour, MD	01985636	5.73	\$253.55
Segovia, CD	02438803	1.54	\$68.14
Lopez, MA	04433574	2.09	\$92.48
Del Rosario, A	02263056	1.9.	\$85.40
Cahue, AJ	04354839	1.65	\$73.01
Valencia, R	02225378	2.14	\$94.70

**EXPLANATION:** This grievance concerns the assignment of overtime among full-time letter carriers at the Serna Station in San Antonio, Texas during the week of December 5-11, 2020. During this week non-ODL carriers and WA carriers worked overtime on and off their assignments while ODL carriers were available at the regular overtime rate.

The union contended at Formal Step A management violated Article 8.5 when they worked non-ODL carriers on and/or off their assignment and WA ODL carriers off their assignments when ODL and CCA letter 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 contended management claim the Alamo Heights side of the house was not certified in the new arrow key usage. This argument for not fully utilizing all carriers is just nonsense. If the directive had just come out, this grievance addresses work done weeks prior to that. Also, it is just a key and the training required it to be secured to our belt loop and accounted for daily.

The union requested administrative leave or 100% at the straight rate of pay for the aggrieved non-ODL carriers and payment to ODL carriers at the overtime rate they would have been paid.

**Management** at Formal Step A contended the Serna Station is composed of the old Alamo Heights Station with 43 routes and the old Serna Station with 23 routes. They were combined into one station called Serna back in September 2020. One major difference between the two stations is Serna was certified to use the modified arrow locks and keys and Alamo was not. Management further contended in none of the cases did the union provided PS Form 3996 where the carrier requested auxiliary assistance. Management stated demonstrated performance can be shown that most carriers were under their minimum 8 hours of work and were given a section on another route to make an 8 hour day. Management contended Serna Station has a process in place for tracking equitability among all the carriers as the chief steward runs a weekly report and is given time each week to review carrier hours.

The DRT reviewed the case file and determined there was a violation of Article 8.5 during the week of December 5-11, 2020 when the overtime among full-time carriers was not assigned in accordance with the provisions of Article 8.5. Although management contended the union failed

to produce any PS Forms 3996 showing the carriers requested auxiliary assistance, the Employee Everything Reports in the case file showed the 8-hour carriers' on-route overtime was approved in the morning, indicated management was aware of the need for the overtime. Further, the PS Form 3996 would not indicate the overtime status of a carrier providing auxiliary assistance.

With respect to management's contention regarding the delay in certifying the "Alamo Heights delivery unit" for conversion to Modified Arrow Locks, the DRT agreed there was no indication in the file that the carriers from the former Alamo Heights unit would be unable to provide auxiliary assistance in Serna territory where Modified Arrow Locks were installed.

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).

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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 Ernesto Saucedo

NALC Branch President  
NALC Formal Step A Mark Isenhour  
Manager, Rio Grande District  
Postmaster  
DRT File

**Grievance File Contents**

PS Form 8190 – 2 pgs  
Request for Information/Time/Meeting  
Request for Formal Step A Meeting  
Union Contentions - 7 pgs  
Management Contentions – 3 pgs  
Work Schedule – 3 pgs  
Union Worksheets – 7 pgs  
Equitability Sheets – 4 pgs

ODL Signup List – 3pgs  
Overtime Alert Report - 6 pgs  
Employee Moves Report - 14 pgs  
Employee Everything Report – 203 pgs  
Compensation Worksheet  
Buckslip – Off ODL List  
Pre-arbitration Settlements – 12 pgs