



**RESOLVE**



**STEP B DECISION**

<b>Step B Team:</b>	Decision:	<b>RESOLVE</b>
USPS:	USPS Number:	<b>G16N-4G-C 2109 9591</b>
<b>Rose Barner</b>	Grievant:	<b>Class Action</b>
NALC:	Branch Grievance Number:	<b>421-1139-21</b>
<b>Jose Portales</b>	Branch:	<b>421</b>
District:	Installation:	<b>San Antonio</b>
<b>Rio Grande</b>	Delivery Unit:	<b>Serna</b>
	State:	<b>TX</b>
	Incident Date:	<b>01/08/2021</b>
	Informal Step A Meeting:	<b>01/28/2021</b>
	Formal Step A Meeting:	<b>02/04/2021</b>
	Received at Step B:	<b>02/08/2021</b>
	Step B Decision Date:	<b>03/11/2021</b>
	Issue Code:	<b>08.5450</b>
	NALC Subject Code:	<b>120051</b>

**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 while ODL carriers were available 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 assignment of overtime during the week in question was inconsistent with the requirements in Article 8.5. Non-ODL and WA 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.	02083002	1.73	\$51.04
Perez, S	04647112	2.11	\$62.25
Loredo, C	04579039	1.08	\$31.86
Kester, J	04345656	2.60	\$76.70
Rosa, J	04327912	.62	\$19.75
Greene, K	03590096	3.25	\$95.88
Kim, K	02114379	2.00	\$59.00
Noggle, J	02178018	3.96	\$116.82
Hughes, R	03594161	5.24	\$284.09
Washington, B	04161374	2.61	\$144.99
Martinez, P	02012307	2.00	\$118.00
Beatty, R	02286356	2.31	\$124.64
Isehour, M	01985636	2.00	\$118.00
Clem, M	04345972	2.00	\$117.12

**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 January 2-8, 2021. During this week

RIO GRANDE DISPUTE RESOLUTION TEAM  
10410 Perrin Beitel Road, Rm 1059  
San Antonio, TX 78284  
PHONE: 210-368-5477, 210-368-1784; FAX: 210-368-8525

non-ODL 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 and WA carriers on and/or off their assignment when ODL and CCA letter carriers were available to work the overtime at the appropriate overtime rate. While some under time was captured the resulting overtime for non-ODL carriers resulted in a violation. 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 administrative leave or 100% at the straight rate of pay for the aggrieved non-ODL and WA carriers and payment to ODL carriers at the overtime rate they would have been paid.

**Management** at Formal Step A contended the union is using the hours for a specific day and dividing those hours among a carrier of their choosing and stating that carrier could have delivered the mail on penalty overtime instead of mandating a carrier at the regular overtime rate. Management using the hours provided by the union showed that each day carriers were maxed out to the 10 hours as the dispatch of value required all carriers return to the office by 1800. Serna Station can show that most days carriers are given auxiliary assistance to ensure they return to the office by 1800 and auxiliary assistance is provided to even carriers on the ODL to prevent from returning after 1800. Management contended on January 4 Carrier Greene was scheduled on city route 1801 and provided assistance on city route 1810. The union has shown on the hours available to work at the regular overtime rate no carrier had available time to take that section. Carriers with .24, .03 and .26 at the regular overtime rate could not deliver that section without the increased time of travel and penalty returning after 1800. Management contended if arbitrary numbers are used stating each carrier could have taken a 15 to 20 minute piece of the route then we can infer it would have caused 5 to 6 carriers to return after 1800 which is the dispatch time. Management contended the union is correct Carrier Hughes should have delivered the piece Carrier Greene delivered, but because he did not make office standards he could not according to the performance report.

**The DRT** reviewed the case file and determined 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]

The assignment of overtime to non-ODL and WA carriers, off their own assignment(s), is stated on page 8-17 of the JCAM:

***Mandatory Overtime.*** One purpose of the Overtime Desired List is to excuse full-time carriers not wishing to work overtime from having to work overtime. **Before requiring a non-ODL carrier to work overtime on a non-scheduled day or off his/her own assignment on a regularly scheduled day, management must seek to use a carrier from the ODL, even if the ODL carrier would be working penalty overtime.** However, if the Overtime Desired List does not provide sufficient qualified fulltime regulars for required overtime, Article 8.5.D permits management to move off the list and require non-ODL carriers to work overtime on a rotating basis starting with the junior employee. This rotation begins with the junior employee at the beginning of each calendar quarter. Absent an LMOU provision to the contrary, employees who are absent on a regularly scheduled day (e.g. sick leave or annual leave) when it is necessary to use non-ODL employees on overtime will be passed over in the rotation until the next time their name comes up in the regular rotation. [Emphasis Added]

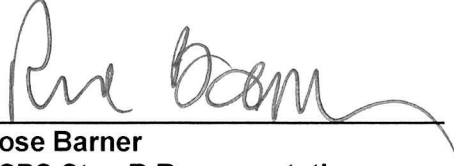
For Work Assignment carriers and Carrier Technicians on work assignment, the following JCAM language from page 8-22 addresses the assignment of overtime off their assignment or on a non-scheduled day:

*The Work Assignment List was established for full-time letter carriers who only want to work overtime on their own assignment on regularly scheduled days. Signing up for the Work Assignment overtime does not create any entitlement or obligation to work overtime on a non-scheduled day. For purposes of overtime on a non-scheduled day or on other than their own*

RIO GRANDE DISPUTE RESOLUTION TEAM  
10410 Perrin Beitel Road, Rm 1059  
San Antonio, TX 78284  
PHONE: 210-368-5477, 210-368-1784; FAX: 210-368-8525

*assignment, carriers on the Work Assignment list are treated exactly the same as any other full-time carriers not on the Overtime Desired List—They may only be required to work overtime under the provisions of Article 8.5.D. [Emphasis in Original]*

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 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 Informal Step A Meeting  
Formal A Meeting Request/Response  
Union Contentions - 7 pgs  
Performance Analysis Report – 9 pgs  
Work Schedule – 5 pgs  
Management Contentions  
Additions and Corrections

ODL  
Overtime Alert Report - 6 pgs  
Employee Moves Report - 25 pgs  
Employee Everything Report – 16 pgs  
Union Worksheets – 4 pgs  
Pre-arb Settlements – 7 pgs  
AM/PM Control Sheets – 4 pgs

**Payout Request History for Grievance**  
**21099591**

[HELP](#)

no data

<p><b><u>Not Processed By Payroll</u></b></p> <p><input checked="" type="checkbox"/> New (Not yet sent to Payroll)</p> <p><input checked="" type="checkbox"/> Pending (Not back from Payroll)</p> <p><input checked="" type="checkbox"/> Submitted (Received acknowledgment from Payroll, awaiting processing)</p>	<p><b><u>Payroll Processed</u></b></p> <p><input checked="" type="checkbox"/> Paid (Back from Payroll without error)</p> <p><input checked="" type="checkbox"/> Payroll Error (Back from Payroll with error)</p>
--	--

**New, Pending and Submitted Requests**

Status	GATS Code	App Seq	Request Amount	Last Name	First Name	SSN	Relevant PP	Requested By	Date Requested	
New		2	\$19.75	ROSA	JOHN	7716	PP2 FY2021	YSZ1BC	03/11/2021	<input type="checkbox"/>
New		2	\$31.86	LOREDO	CARLOS	7606	PP2 FY2021	YSZ1BC	03/11/2021	<input type="checkbox"/>
New		2	\$51.04	MANCHA	HENRY	1773	PP2 FY2021	YSZ1BC	03/11/2021	<input type="checkbox"/>
New		2	\$59.00	KIM	KUN	9044	PP2 FY2021	YSZ1BC	03/11/2021	<input type="checkbox"/>
New		2	\$62.25	PEREZ	SHARON	7452	PP2 FY2021	YSZ1BC	03/11/2021	<input type="checkbox"/>
New		2	\$76.70	KESTER	JUSTIN	0685	PP2 FY2021	YSZ1BC	03/11/2021	<input type="checkbox"/>
New		2	\$95.88	GREENE	KEVIN	4595	PP2 FY2021	YSZ1BC	03/11/2021	<input type="checkbox"/>
New		2	\$116.82	NOGGLE	JEFFERY	6099	PP2 FY2021	YSZ1BC	03/11/2021	<input type="checkbox"/>
New		2	\$117.12	CLEM	MITCHELL	0512	PP2 FY2021	YSZ1BC	03/11/2021	<input type="checkbox"/>
New		2	\$118.00	MARTINEZ	PAUL	2238	PP2 FY2021	YSZ1BC	03/11/2021	<input type="checkbox"/>
New		2	\$118.00	ISENHOOR	MARK	2842	PP2 FY2021	YSZ1BC	03/11/2021	<input type="checkbox"/>
New		2	\$124.64	BEATTY	RAYMOND	7868	PP2 FY2021	YSZ1BC	03/11/2021	<input type="checkbox"/>
New		2	\$144.99	WASHINGTON	BRIAN	5071	PP2 FY2021	YSZ1BC	03/11/2021	<input type="checkbox"/>
New		2	\$284.09	HUGHES	RICHARD	9042	PP2 FY2021	YSZ1BC	03/11/2021	<input type="checkbox"/>
Total New: \$1,420.14										
Total Pending: \$0.00										