



RESOLVE



STEP B DECISION

Step B Team:	Decision:	<u>RESOLVE</u>
USPS:	USPS Number:	G19N-4G-C 2120 6811
Rose Barner	Grievant:	Class Action
NALC:	Branch Grievance Number:	421
Jim Ruetze	Branch:	421-1762-20
	Installation:	San Antonio
District:	Delivery Unit:	Beacon Hill
Rio Grande	State:	TX
	Incident Date:	03/31/2021
	Informal Step A Meeting:	04/13/2021
	Formal Step A Meeting:	04/27/2021
	Received at Step B:	04/30/2021
	Step B Decision Date:	06/23/2021
	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 non-Overtime Desired List (ODL) and Work Assignment (WA) carriers into overtime off their routes on March 31, 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 100% 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
Castaneda, J	04466169	\$29.50	Regalado, DP	02152054	\$80.24
Ramos, LA	03339115	\$33.63	Shelton, ME	02380911	\$28.91
Reyes, R	01949924	\$63.72	Hidalgo, R	03366084	\$54.87
Mazuca, RR	04360805	\$29.50	Santana, A	03103532	\$31.27
Rohrbeck, ML	03515425	\$22.42	Rodriguez, RJ	04617357	\$67.26
Olatunji Sr., AO	04690234	\$32.45	Rodriguez, GJ	03110662	\$69.62
Romero, JP	04350847	\$19.18	Venegas, E	04298245	\$29.50
Johnson, S	01977389	\$29.50			

EXPLANATION: This grievance concerns the assignment of overtime among full-time letter carriers at Beacon Hill Station in San Antonio, Texas on March 31, 2021. During the week cited, management assigned overtime to non-ODL and WA carriers off their assignments while ODL carriers were available at the regular overtime rate, and ODL carriers were available at the penalty overtime rate.

The union contended at Formal Step A management violated Article 8 of the National Agreement, 8.5.D and 8.5.G of the Joint Contract Administration Manual (JCAM) and M-00884 when they did not maximize the ODL and mandated non ODL/WA carriers to carry overtime on their own routes and carry auxiliary assistance on other routes on March 31, 2021 prior to fully utilizing the ODL and City Carrier Assistants (CCAs). The union also contended ODL carriers Melendez, Macias, and D. Johnson said they checked the schedule on March 30 and were not on it for March 31, and no one told them to report on March 31.

The union requested all ODL and CCA carriers be awarded overtime and penalty overtime. The union requested an award of 100% at the straight rate of pay for the aggrieved non ODL and/or WA.

Management at Formal Step A contended ODL carriers Melendez, Macias, and D. Johnson were verbally notified on the afternoon of March 30 to report for work on the following day for full day overtime. Management maintained Melendez said he had a doctor's appointment, Macias said he was tired and needed a break but was nonetheless told to report, and D. Johnson said, "Okay," but did not report. Furthermore, management contended they simultaneously scheduled non-ODL carriers and ODL carriers to maintain the efficiency of the operation.

The DRT reviewed the case file and determined there was a violation of Article 8.5 on March 31, 2021 when the overtime among full-time carriers were not assigned in accordance with the provisions of Article 8.5. However, not all the union's claimed violations were supported in the file. For example, the preponderance of the evidence in the file supported that three ODL carriers were notified on March 30 to report on their nonscheduled day (March 31), and none of them reported. The DRT agreed management had more overtime to assign than could be covered by the ODL carriers who worked that day. Accordingly, the DRT deducted eight hours from the union's asserted violations. The remaining overtime worked by non-ODL carriers could have been covered by ODL carriers who were working on March 31.

Overtime for non-ODL carriers *on their own assignments* is governed by the Letter Carrier Paragraph, which is found 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.

(The complete text of this memorandum is reprinted at the end of this article.)

National Arbitrator Mittenenthal ruled in H4N-NA-C 21, June 26, 1986 (C-06297), that the letter carrier paragraph is an enforceable obligation.

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.

The assignment of overtime to non-ODL carriers off their assignments or on a non-scheduled day is also discussed on page 8-15:

*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). [Emphasis Added]*

For Work Assignment carriers, 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 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



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 Michael R. Moreno

NALC Branch President
NALC Formal Step A Rigoberto Hidalgo
Manager, Rio Grande District
Postmaster
DRT File

Grievance File Contents

PS Form 8190
Union Contentions - 26 pgs
Donald Barrett Award - 13 pgs
Union OT Worksheets/Remedy - 4 pgs
Employee Moves Report - 24 pgs
Request for Formal Step A Meeting
Carrier Schedule - 2 pgs

ODL - 4 pgs
Previous Grievance Settlements - 9 pgs
Management Contentions - 4 pgs
Request for Information/Time/Meeting
Branch 421 President Statement
Leave Usage Log List
Statement

Payout Request History for Grievance
21206811

[HELP](#)

no data

<p><u>Not Processed By Payroll</u></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><u>Payroll Processed</u></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>
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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	\$19.18	ROMERO	JONATHAN	8754	PP8 FY2021	YSZ1BC	06/24/2021	<input type="checkbox"/>
New		2	\$22.42	ROHRBECK	MATTHEW	3249	PP8 FY2021	YSZ1BC	06/24/2021	<input type="checkbox"/>
New		2	\$28.91	SHELTON	MARY	1543	PP8 FY2021	YSZ1BC	06/24/2021	<input type="checkbox"/>
New		2	\$29.50	JOHNSON	SILAS	4046	PP8 FY2021	YSZ1BC	06/24/2021	<input type="checkbox"/>
New		2	\$29.50	VENEGAS	EMILIO	2177	PP8 FY2021	YSZ1BC	06/24/2021	<input type="checkbox"/>
New		2	\$29.50	MAZUCA	ROGER	9471	PP8 FY2021	YSZ1BC	06/24/2021	<input type="checkbox"/>
New		2	\$29.50	CASTANEDA	JAIRO	7233	PP8 FY2021	YSZ1BC	06/24/2021	<input type="checkbox"/>
New		2	\$31.27	SANTANA	ANTONIO	9930	PP8 FY2021	YSZ1BC	06/24/2021	<input type="checkbox"/>
New		2	\$32.45	OLATUNJI	AZEEZ	8727	PP8 FY2021	YSZ1BC	06/24/2021	<input type="checkbox"/>
New		2	\$33.63	RAMOS	LUIS	6123	PP8 FY2021	YSZ1BC	06/24/2021	<input type="checkbox"/>
New		2	\$54.87	HIDALGO	RIGOBERTO	4751	PP8 FY2021	YSZ1BC	06/24/2021	<input type="checkbox"/>
New		2	\$63.72	REYES	RAUL	0743	PP8 FY2021	YSZ1BC	06/24/2021	<input type="checkbox"/>
New		2	\$67.26	RODRIGUEZ	RICARDO	0199	PP8 FY2021	YSZ1BC	06/24/2021	<input type="checkbox"/>
New		2	\$69.62	RODRIGUEZ	GUILLERMO	4620	PP8 FY2021	YSZ1BC	06/24/2021	<input type="checkbox"/>
New		2	\$80.24	REGALADO	DAVID	0338	PP8 FY2021	YSZ1BC	06/24/2021	<input type="checkbox"/>
Total New: \$621.57										