



RESOLVE



STEP B DECISION

Step B Team:	Decision:	<u>RESOLVE</u>
USPS:	USPS Number:	4G19N-4G-C 2202 2425
Richard Ketchum	Grievant:	Class Action
NALC:	Branch Grievance Number:	421
Jim Ruetze	Branch:	421-2546-21
	Installation:	San Antonio
Dispute Resolution Team	Delivery Unit:	Beacon Hill
Rio Grande	State:	TX
District:	Incident Date:	10/16-22/2021
Texas 3	Informal Step A Meeting:	11/03/2021
	Formal Step A Meeting:	11/19/2021
	Received at Step B:	12/02/2021
	Step B Decision Date:	01/18/2021
	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 during the week of October 16-22, 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 must 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	100% Hrs	OT Hrs	POT Hrs	REMEDY
Mazuca, RR	04360805	1.10			\$32.45
Beltran, R	04672288	1.44			\$42.48
Favela Jr. R	04707834	1.83			\$53.99
Garcia, D	04660659	0.50			\$14.75
Saucedo, Y	02192055	0.94			\$27.73
Ketchum, LS	02386896	1.15			\$33.93
Cruz, JG	03493112		0.37	0.13	\$24.04
Rodriguez, R	01988799		0.08	0.89	\$56.05
Orta, JF	02076142		0.19	1.00	\$67.41

RIO GRANDE DISPUTE RESOLUTION TEAM
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Hernandez, R	04223066		0.00	0.90	\$53.10
Melendez, JC	01998691		0.00	0.90	\$53.10
Macias Jr, R	03509712		0.06	1.00	\$61.66
Vallejo, ZD	04647116		0.43	1.01	\$78.62

EXPLANATION: This grievance concerns the assignment of overtime among full-time letter carriers at Beacon Hill Station in San Antonio, Texas during the week of October 16-22, 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 during the week of October 16-22, 2021 prior to fully utilizing the ODL and City Carrier Assistants (CCAs). The union further contended management has been told in scores of prior Step B decisions and prearbitration settlements that its assignment of overtime was improper and to comply with the clear terms of Article 8.5 in the future.

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 they acted within the contract to maintain the efficiency of the operation. Management further maintained the Local Memorandum of Understanding (LMOU) has included a provision since 1991 restricting delivery after 5:00 p.m. Management also contended National Arbitrator Mittenthal endorsed simultaneous scheduling as appropriate based on management's right to determine the methods, means, and personnel it uses to conduct operations. Additionally, management argued the union failed to prove management willfully and maliciously violated the contract.

The DRT reviewed the case file and determined there was a violation of Article 8.5 during the week of October 16-22, 2021 when the overtime among full-time carriers was not assigned in accordance with the provisions of Article 8.5. As prior Step B decisions have instructed, management is required to comply with Article 8.5 when assigning overtime to full-time letter carriers. The language below is from the National Agreement and the Joint Contract Administration Manual (JCAM) and is quoted here for convenient reference. 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 Mittenthal 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]*

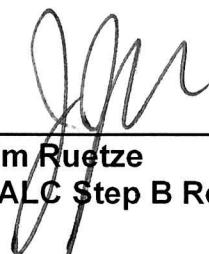
For Work Assignment carriers, the following JCAM language from page 8-21 addresses the assignment of overtime off their assignment or on a non-scheduled day:

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 Added].

Based on its review of the case file, the DRT agreed to the decision and remedy above.



Richard Ketchum
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 Kevin Welch
Manager, Rio Grande District
Postmaster
DRT File

Grievance File Contents

PS Form 8190
Union Contentions - 25 pgs
Remedy Request for Non-ODL
Employee Moves Report - 22 pgs
Remedy Request for ODL
Hours Analysis Report - 13 pgs
Request for Formal Step A Meeting
Request for Information/Steward Time
Schedule - 2 pgs

ODL Signup Sheets - 2 pgs
Management Contentions - 4 pgs
Barrett Award - 13 pgs
NALC Branch President Statement
Prearbs - 9 pgs
Management Contentions - 4 pgs
Employee Everything Report
Table of Contents

Payout Request History for Grievance

[HELP](#)

22022425

<p>Not Processed By Payroll</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>Payroll Processed</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>
<p>< Back</p>	<p>Show History</p>

New, Pending and Submitted Requests

Status	GATS Code	App Seq	Request Amount	Last Name	First Name	SSN	Relevant PP	Requested By	Date Requested	Buttons		
New		2	\$14.75	GARCIA	DAVID	3635	PP22 FY2021	VY5GH0	01/19/2022	Details	Delete	Edit
New		2	\$22.73	SAUCEDO	YOLANDA	9523	PP22 FY2021	VY5GH0	01/19/2022	Details	Delete	Edit
New		2	\$24.04	CRUZ	JUAN	1365	PP22 FY2021	VY5GH0	01/19/2022	Details	Delete	Edit
New		2	\$32.45	MAZUCA	ROGER	9471	PP22 FY2021	VY5GH0	01/19/2022	Details	Delete	Edit
New		2	\$33.93	KETCHUM	LESLEY	9276	PP22 FY2021	VY5GH0	01/19/2022	Details	Delete	Edit
New		2	\$42.48	BELTRAN	RAYMOND	4137	PP22 FY2021	VY5GH0	01/19/2022	Details	Delete	Edit
New		2	\$53.10	MELLENDEZ	JULIO	7725	PP22 FY2021	VY5GH0	01/19/2022	Details	Delete	Edit
New		2	\$53.10	HERNANDEZ	RENE	1805	PP22 FY2021	VY5GH0	01/19/2022	Details	Delete	Edit
New		2	\$53.99	FAVELA	RODRIGO	0611	PP22 FY2021	VY5GH0	01/19/2022	Details	Delete	Edit
New		2	\$56.05	RODRIGUEZ	RENE	2960	PP22 FY2021	VY5GH0	01/19/2022	Details	Delete	Edit
New		2	\$61.66	MACIAS	ROGELIO	0298	PP22 FY2021	VY5GH0	01/19/2022	Details	Delete	Edit
New		2	\$67.41	ORTA	JOE	8333	PP22 FY2021	VY5GH0	01/19/2022	Details	Delete	Edit
New		2	\$78.62	VALLEJO	ZACHARY	8409	PP22 FY2021	VY5GH0	01/19/2022	Details	Delete	Edit
Total New: \$594.31												
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	Buttons
No Data												
Total Paid: \$0.00												