



**RESOLVE**



**STEP B DECISION**

<b>Step B Representatives:</b>	Decision:	<b>RESOLVE</b>
USPS:	USPS Number:	<b>G19N-4G-C 2208 6092</b>
<b>Richard Ketchum</b>	Grievant:	<b>Class</b>
NALC:	Branch Grievance Number:	<b>421-2686-21</b>
<b>Jose Portales</b>	Branch:	<b>421</b>
	Installation:	<b>San Antonio</b>
Dispute Resolution Team:	Delivery Unit:	<b>Serna</b>
<b>Rio Grande</b>	State:	<b>TX</b>
District:	Incident Date:	<b>12/4-10/2021</b>
<b>Texas 3</b>	Informal Step A Meeting:	<b>01/04/2022</b>
	Formal Step A Meeting:	<b>01/25/2022</b>
	Received at Step B:	<b>01/28/2022</b>
	Step B Decision Date:	<b>02/25/2022</b>
	Issue Code:	<b>08.5990</b>
	NALC Subject Code:	<b>120055</b>

**ISSUE:** Did management violate Articles 8 of the National Agreement and Section 432.32 of the Employee and Labor Relations Manual (ELM) by requiring city carrier assistant (CCA) and part-time flexible (PTF) carriers to work more than 11.5 hours in a service day in the week of December 4-10, 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 carriers listed in the 12/60 column will be compensated an additional 50% of their straight time rate for exceeding their daily work limits. Management will ensure the 12-hour limit is enforced for all letter carriers. All payments associated with these remedies have been processed at Step B through GATS. See the DRT Explanation below.

Employee	EIN	12/60 Hrs	REMEDY
Hampton, L.	04768574	3.09	\$31.61
Frowner, D.	04827635	1.74	\$17.80
Diaz, L.	04816296	4.05	\$41.43
Gomez, I.	04781071	3.49	\$35.70
Adoptante, D.	06171770	1.34	\$12.41
Sanders, S.	06131963	1.14	\$10.56
Walk, S.	06080613	4.45	\$41.21
Gonzales, J.	04699223	4.35	\$40.28
Anderson, E.	06241605	5.58	\$51.67
Herrera, S.	06179704	1.88	\$17.47
Leal, B	06174744	3.40	\$31.48

RIO GRANDE DISPUTE RESOLUTION TEAM  
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Greer, M.	06126608	4.27	<b>\$39.54</b>
Villarreal, C.	06178330	5.29	<b>\$48.99</b>
Duran, M.	06153992	7.47	<b>\$69.17</b>
Cisnerso-Lopez, M.	06160005	4.01	<b>\$37.13</b>
Newton, K.	06151838	1.56	<b>\$14.45</b>
Garcia, R.	06170264	4.34	<b>\$40.19</b>

**EXPLANATION:** This grievance concerns CCA and PTF carriers working more than 11.5 hours in a service day at the Serna Post Office in San Antonio, Texas during the week of December 4-10, 2021.

The union filed this grievance to challenge management's violation of Article 8. Unable to resolve the dispute through the Informal and Formal A steps of the grievance procedure, the union appealed to Step B.

**The union** contended at Formal Step A management violated Article 8 of the National Agreement and Section 432.32 of the ELM by requiring CCA and PTF carriers to work beyond the 11.50 hour limitation during the week of December 4-10, 2021.

The grievance is timely as extensions were agreed upon with management.

The union requested management cease and desist violating Article 8 of the National Agreement by requiring letter carrier to work more than 11.5 hours in a service day. The union also requested the listed carriers be compensated the listed amount by their names.

**Management** at Formal Step A contended Article 8.5.G only applies to full time employees with the exception of December and not to CCA or PTF employees.

Under Section 432.31 of the ELM, CCA and PTF employees are not limited to a 60-hour work week. The ELM only allows a daily limitation and not a weekly limit.

The CCA and PTF carrier also failed to fill out a Form PS 3996 and did not make management aware they needed auxiliary assistance on those days, which made it impossible to control the maximum daily work hours under Section 432.32 of the ELM. The grievance was filed untimely at the Inform Step A.

**The DRT** reviewed the case file and determined the case file did evidence a violation of the daily 12-hour work limits. Although the Formal Step A manager contended this grievance was untimely filed at the Informal Step A, the case file evidenced an extension. Management will ensure the 12-hour limit is enforced for all letter carriers. The Joint Contract Administration Manual (JCAM) provides the following language on page 8-19:

***Maximum Hours—60 Hour Limit.*** National Arbitrator Mittenthal ruled in H4N-NA-C 21 "Fourth Issue," June 9, 1986 (C-06238) that the 12-hour and 60-hour limits are absolutes—a full-time employee may neither volunteer nor be required to work beyond those limits. This rule applies to all full-time employees on the ODL or Work Assignment List except during the **Penalty Overtime Exclusion Period (December).**

Limitations regarding full-time employees **not** on the ODL or Work Assignment List, PTFs, and CCAs are governed by ELM Section 432.32. ELM Section 432.32 rules apply during the penalty overtime exclusion period (December). (Step 4, E94N-4E-C 96031540, February 25, 1998, M-01272). [Emphasis Added]

With respect to CCAs working beyond the 12-hour limit, the DRT agreed with management that it was a violation; the 12-hour rule must be adhered to. Pages 8-20 and 8-21 of the JCAM provide, in relevant part:

**Maximum Hours—12 Hour Limit.** *The overtime limits in Article 8.5.G apply only to full-time regular and full-time flexible employees. However, ELM Section 432.32 provides the following rule that applies to all employees:*

*Except as designated in labor agreements for bargaining unit employees or in emergency situations as determined by the PMG (or designee), employees may not be required to work more than 12 hours in 1 service day. In addition, the total hours of daily service, including scheduled work hours, overtime, and mealtime, may not be extended over a period longer than 12 consecutive hours. Postmasters, Postal Inspectors, and exempt employees are excluded from these provisions.*

*Because this language limits total daily service hours, including work and mealtime, to 12 hours, all letter carriers **not on the ODL or Work Assignment List (including PTFs and CCAs)** are effectively **limited to 11½ hours per service day**. This is true whether a meal break is taken. This rule also applies during the penalty overtime exclusion period (December). [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



Jose Portales  
NALC Step B Representative

**cc:**

LR Manager, Southern Area  
NALC Region 10 NBA  
District HR Manager  
District LR Manager  
USPS Formal Step A: Zaragoza Soliz

NALC Branch President  
NALC Formal Step A: Mark Isenhour  
District Manager  
Postmaster  
DRT File

**Grievance File Contents**

PS Form 8190  
Union Remedy Notes  
Overtime Alert Report – 5 pgs  
Work Schedule  
Additions and Corrections

RFI  
Request for Formal Step A Meeting  
Management Contentions - 2 pgs  
Request for Formal Step A Meeting  
Union Contentions - 2 pgs

