



**RESOLVE**



**STEP B DECISION**

**Step B Team:**  
 USPS:  
**Richard Ketchum**  
 NALC:  
**Jose Portales**

Dispute Resolution Team  
**Rio Grande**  
 District:  
**Texas 3**

Decision:  
 USPS Number:  
 Grievant:  
 Branch Grievance Number:  
 Branch:  
 Installation:  
 Delivery Unit:  
 State:  
 Incident Date:  
 Informal Step A Meeting:  
 Formal Step A Meeting:  
 Received at Step B:  
 Step B Decision Date:  
 Issue Code:  
 NALC Subject Code:

**RESOLVE**  
**4G19N-4G-C 2206 0935**  
**Class Action**  
**421**  
**421-2720-21**  
**San Antonio**  
**Beacon Hill**  
**TX**  
**11/27-12/03/2021**  
**12/22/2021**  
**11/29/2021**  
**12/30/2021**  
**02/07/2022**  
**08.5450**  
**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 November 27 - December 03, 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
Garcia, D.	04660659	1.76			\$51.92
Childress, G.	02353498	2.65			\$78.18
Castaneda, J.	04466169	0.64			\$18.88
Saucedo, Y.	02192055	1.54			\$45.43
Ruddell, C.	04223127	0.54			\$15.93
Ketchum, L.	02386896	2.02			\$59.59
Favela, R.	04707834	2.08			\$61.36
Mazuca, R.	04360805	2.04			\$60.18
Beltran, R.	04672288	2.43			\$71.69
Nichols, A.	01692296	3.26			\$96.17
Johnson, S.	01977389	2.48			\$73.16
Aleman, A.	03503406	2.36			\$69.62
Galvan, C.	04755675			2.19	\$129.21
Orta, J.	02076142		0.43		\$19.03

RIO GRANDE DISPUTE RESOLUTION TEAM  
 10410 Perrin Beitel Road, Rm 1059  
 San Antonio, TX 78284  
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Johnson, D.	03324042			0.33	<b>\$19.47</b>
Gonzales, E.	04350827			0.48	<b>\$28.32</b>
Melendez, J.	01998691			3.65	<b>\$215.35</b>
Macias, R.	03509712			1.31	<b>\$77.29</b>
Olantunji, A.	04690234			1.01	<b>\$59.59</b>
Rodriguez, R. J.	04617357		0.86	2.00	<b>\$156.06</b>
Byrne, D.	01387332			0.32	<b>\$18.88</b>

**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 November 27 - December 03, 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 November 27 - December 03, 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 pre-arbitration settlements that its assignment of overtime was improper and to comply with the clear terms of Article 8.5 in the future.

The union contended that the 60-hour rule does not apply during the month of December.

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 November 27 - December 03, 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].

The union contended the 12/60 rule and the penalty overtime exclusion period starts in December. However, as identified in the Postal Bulletin the exclusion period for the 2021 year started on December 4, 2021. The following JCAM language from page 8-4 addresses the exclusion period.

**Penalty Overtime Rate.** *The penalty overtime rate is two times the employee's base straight-time hourly rate. Article 8.4.E provides that, excluding December, PTFs and CCAs are paid at the penalty overtime rate for all work in excess of ten hours in a service day or fifty-six hours in a service week. Article 8.4.D provides that full-time regular employees will be paid at the penalty overtime rate for any overtime work in contravention of the restrictions in Article 8.5.F. **For the purposes of the application of Article 8, Sections 4 and 5 of the National Agreement, "December" consists of four consecutive service weeks which are identified each year in the Postal Bulletin and are hereafter referred to as 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: Michael R. Moreno

NALC Branch President  
NALC Formal Step: A Kevin Welch  
District Manager  
Postmaster  
DRT File

**Grievance File Contents**

PS Form 8190  
Union Contentions - 12 pgs  
Remedy Request for Non-ODL  
Employee Moves Report - 30 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 July 16, 2021 - 4 pgs  
Employee Everything Report  
Table of Contents  
Extension

Status	GATS Code	App Seq	Request Amount	Last Name	First Name	SSN	Relevant PP	Requested By	Date Requested	Buttons		
New		2	\$15.93	RUDELL	CORY	7848	PP25 FY2021	VY5GH0	02/09/2022	Details	Delete	Edit
New		2	\$18.18	BYRNE	DAVID	4562	PP25 FY2021	VY5GH0	02/09/2022	Details	Delete	Edit
New		2	\$18.88	CASTANEDA	JAIRO	7233	PP25 FY2021	VY5GH0	02/09/2022	Details	Delete	Edit
New		2	\$19.03	ORTA	JOE	8333	PP25 FY2021	VY5GH0	02/09/2022	Details	Delete	Edit
New		2	\$19.47	JOHNSON	DELANO	8715	PP25 FY2021	VY5GH0	02/09/2022	Details	Delete	Edit
New		2	\$28.32	GONZALES	ERNEST	5355	PP25 FY2021	VY5GH0	02/09/2022	Details	Delete	Edit
New		2	\$45.43	SAUCEDO	YOLANDA	9523	PP25 FY2021	VY5GH0	02/09/2022	Details	Delete	Edit
New		2	\$51.92	GARCIA	DAVID	3635	PP25 FY2021	VY5GH0	02/09/2022	Details	Delete	Edit
New		2	\$59.59	KETCHUM	LESLEY	9276	PP25 FY2021	VY5GH0	02/09/2022	Details	Delete	Edit
New		2	\$59.59	OLATUNJI	AZEEZ	8727	PP25 FY2021	VY5GH0	02/09/2022	Details	Delete	Edit
New		2	\$60.18	MAZUCA	ROGER	9471	PP25 FY2021	VY5GH0	02/09/2022	Details	Delete	Edit
New		2	\$61.36	FAVELA	RODRIGO	0611	PP25 FY2021	VY5GH0	02/09/2022	Details	Delete	Edit
New		2	\$69.62	ALEMAN JR	ADOLPH	2364	PP25 FY2021	VY5GH0	02/09/2022	Details	Delete	Edit
New		2	\$71.69	BELTRAN	RAYMOND	4137	PP25 FY2021	VY5GH0	02/09/2022	Details	Delete	Edit
New		2	\$73.16	JOHNSON	SILAS	4046	PP25 FY2021	VY5GH0	02/09/2022	Details	Delete	Edit
New		2	\$77.29	MACIAS	ROGELIO	0298	PP25 FY2021	VY5GH0	02/09/2022	Details	Delete	Edit
New		2	\$78.18	CHILDRESS	GREGORY	8189	PP25 FY2021	VY5GH0	02/09/2022	Details	Delete	Edit
New		2	\$96.17	NICHOLS	ANDREW	0956	PP25 FY2021	VY5GH0	02/09/2022	Details	Delete	Edit
New		2	\$129.21	GALVAN	CHRISTOPHER	0619	PP25 FY2021	VY5GH0	02/09/2022	Details	Delete	Edit
New		2	\$156.06	RODRIGUEZ	RICARDO	0199	PP25 FY2021	VY5GH0	02/09/2022	Details	Delete	Edit
New		2	\$215.35	MELENDEZ	JULIO	7725	PP25 FY2021	VY5GH0	02/09/2022	Details	Delete	Edit
Total New: \$1,424.61												
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												
Total Error: \$0.00												