



RESOLVE



STEP B DECISION

Step B Representatives:	Decision:	RESOLVE
USPS:	USPS Number:	G19N-4G-C 2212 6391
Richard Ketchum	Grievant:	Class
NALC:	Branch Grievance Number:	421-0120-22
Jose Portales	Branch:	421
	Installation:	San Antonio
Dispute Resolution Team:	Delivery Unit:	NECA
Rio Grande	State:	TX
District:	Incident Date:	01/20-21/2022
Texas 3	Informal Step A Meeting:	02/01/2022
	Formal Step A Meeting:	02/11/2022
	Received at Step B:	02/25/2022
	Step B Decision Date:	03/23/2022
	Issue Code:	08.5450
	NALC Subject Code:	120051

ISSUE: Did management violate Articles 8.5.D and 8.5.G of the National Agreement when working non-Overtime Desired List (ODL) and Work Assignment (WA) carriers on and off their routes while ODL and city carrier assistants (CCAs) were available? 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 in the table below will be compensated the listed amounts. 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. See the DRT Explanation below.

Employee	EIN	100% Hrs	OT Hrs	POT Hrs	REMEDY
Bailey, J.	03515981	2.25			\$66.38
Case, G.	02117612	1.54			\$45.43
Akeroyd, A.	01973506	0.52			\$15.34
Tolle, R.	02093962	1.47			\$43.47
Hernandez, J.	02241366	2.88			\$84.96
Kelly, J.	02328172	1.92			\$56.64
Sannchez-Alicea, G.	02408414	2.15			\$63.43
Holton, A.	02438014	8.00			\$236.00
Roel, J.	04065998			2.21	\$130.39
Coronel,	01954010			0.96	\$56.64
Palmer, M.	03244905		0.21	2.00	\$127.29
Reyes, R.	01949924		8.00	5.73	\$692.07
Cochrane, A.	04611318			1.62	\$95.58

EXPLANATION: This grievance concerns the assignment of overtime among full-time letter carriers at the Northeast Carrier Annex (NECA) in San Antonio, Texas on January 20 and 21, 2022. On those days management assigned overtime to non-ODL carriers while the ODL carriers were not maximized. Additionally, several carriers worked more than 11.5 hours, which resulted in exceeding 12 total hours of service on that day.

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 at Formal Step A contended management violated Article 8.5.D and 8.5.G of the National Agreement when non-ODL and WA carriers were mandated to work overtime on and off their assignments while ODL carriers were available at the overtime rate and penalty overtime rate.

The requested management at all levels immediately cease and desist violating the provisions of Article 8. The union also requested the non-ODL and WA carriers be compensated 100% of the straight time for the time they were mandated to work on and off their own assignment. The union finally requested the OLDs and CCAs be made whole for the time they should have worked or whatever the Step B team deems appropriate.

Management at Formal Step A contended Article 3 of the National Agreement gives management the right to use non-ODL carriers to complete its' mission to maintain the efficiencies of the operation. The union had depicted a picture that is misleading and misinterpreted. One cannot determine what has transpired on any given day by only looking at total hours worked. Each day has its own account of what transpired. The non-ODL carriers did not submit PS Form 3996s requesting overtime on their own assignments as required.

The DRT reviewed the case file and determined there was a violation of Article 8.5 on January 20 and 21, 2022, when the overtime among full-time carriers were 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). Overtime for non-ODL carriers on their own assignments is governed by the Letter Carrier Paragraph, which is found on page 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 of the JCAM:

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]

Page 8-18 of the JCAM provides the following contract language supporting the above requirement:

8.5.G. *Full-time employees not on the “Overtime Desired” list may be required to work overtime **only if** all available employees on the “Overtime Desired” list have worked up to twelve (12) hours in a day or sixty (60) hours in a service week. [Emphasis Added]*

For WA letter 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]*

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:*

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

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
District HR Manager
District LR Manager
USPS Formal A: Monee Davis
NALC Formal A: Raul Reyes

NALC Region 10 NBA
NALC Branch President
District Manager
Postmaster
DRT File

Grievance File Contents

PS Form 8190
Bing Maps (2 pgs)
Request to Meet at Formal Step
Union's Chart of Violations
Employee Moves Report (14 pgs)
Hours Analysis Report (10 pgs)
Weekly Schedule (2 pgs)
PS Form 5980

Union's Contentions (11 pgs)
Time Limit Extension (3 pgs)
Request for Information
Remedy Requested (2 pgs)
Union's chart of Available Hours
OTDL
Guzman's Statement
Management's Contentions (2 pgs)

<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		1	\$15.34	AKERROYD	AMELIA	0281	PP3 FY2022	VY5GH0	03/24/2022	Details	Delete	Edit
New		1	\$43.47	TOLLE	RONALD	9162	PP3 FY2022	VY5GH0	03/24/2022	Details	Delete	Edit
New		1	\$45.43	CASE	GREG	1836	PP3 FY2022	VY5GH0	03/24/2022	Details	Delete	Edit
New		1	\$56.64	KELLY	JOSEPH	4041	PP3 FY2022	VY5GH0	03/24/2022	Details	Delete	Edit
New		1	\$56.64	CORONEL	JOSE	5589	PP3 FY2022	VY5GH0	03/24/2022	Details	Delete	Edit
New		1	\$63.43	SANCHEZ-ALICEA	GILBERTO	6120	PP3 FY2022	VY5GH0	03/24/2022	Details	Delete	Edit
New		1	\$66.38	BAILEY	JONATHAN	9598	PP3 FY2022	VY5GH0	03/24/2022	Details	Delete	Edit
New		1	\$84.96	HERNANDEZ	JUAN	5220	PP3 FY2022	VY5GH0	03/24/2022	Details	Delete	Edit
New		1	\$95.58	COCHRANE	AMELIA	4091	PP3 FY2022	VY5GH0	03/24/2022	Details	Delete	Edit
New		1	\$127.29	PALMER	MICHAEL	5415	PP3 FY2022	VY5GH0	03/24/2022	Details	Delete	Edit
New		1	\$130.39	ROEL	AARON	7322	PP3 FY2022	VY5GH0	03/24/2022	Details	Delete	Edit
New		1	\$236.00	HOLTON	ALFRED	9618	PP3 FY2022	VY5GH0	03/24/2022	Details	Delete	Edit
New		1	\$692.07	REYES	RAUL	0743	PP3 FY2022	VY5GH0	03/24/2022	Details	Delete	Edit
Total New: \$1,713.62												
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												