

RESOLVE



STEP B DECISION

USPS Step B: Richard Ketchum	Decision:	RESOLVE
NALC Step B: Jim Ruetze	USPS Number:	G19N-4G-C 2215 9364
	Grievant:	Class
	Branch Grievance Number:	421-0259-22
	Branch:	421
	Installation:	San Antonio
Dispute Resolution Team: Rio Grande	Delivery Unit:	NECA
District: Texas 3	State:	TX
	Incident Date:	02/12-18/2022
	Informal Step A Initiated:	03/02/2022
	Formal Step A Meeting:	03/11/2022
	Received at Step B:	03/21/2022
	Step B Decision Date:	05/26/2022
	Issue Code:	08.5450
	NALC Subject Code:	120051

ISSUE: Did management violate Article 8.5 of the National Agreement by mandating non-ODL (Overtime Desired List) carriers on and off their assignments and into overtime when auxiliary assistance was 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 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
Nefford, MS	03461916	4.02			\$118.59
Welch, DR	03504761	0.62			\$18.29
Guzman, FD	04070303	2.39			\$70.51
Rodriguez, DM	04357039	0.52			\$15.34
Case, GW	02117612	5.89			\$173.76
Perez, J	03144849	0.77	1.18	0.00	\$74.94
Almeraz, JS	03506992		2.40	0.00	\$106.20
Reyes, R	01949924		1.11	1.10	\$114.02
Coronel, JO	01954010		1.19	0.00	\$52.66
Palmer, M	03244905		0.52	0.00	\$23.01
Yeakel Jr, RE	02282873		1.18	0.00	\$52.22
Roel, AM	04065998		0.99	0.00	\$43.81

EXPLANATION: This grievance concerns the assignment of overtime among full-time letter carriers at the Northeast Carrier Annex in San Antonio, Texas during the week of February 12-18, 2022. During the week cited, management assigned overtime to non-ODL and Work Assignment (WA)

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carriers off their assignments while city carrier assistants (CCAs), ODL carriers, and WA carrier technicians were available at the regular overtime rate, and WA carrier technicians and ODL carriers were available at the penalty overtime rate.

The union contended management violated Article 8 by mandating non-ODL and WA carriers to work on and off their assignments prior to maximizing the ODL carriers, city carrier assistants (CCAs), and Part Time Flexibles (PTFs). The union contended when management mandates full-time carriers to work overtime outside of the provisions of Article 8.5, harm is done to both the mandated carriers and the carriers who would have performed the work if management had assigned it properly. The union argued a request was made at Formal Step A for RIMS messages sent by carriers, which would counter management's contention that carriers did not inform management of the need for overtime, but management refused to provide the RIMS messages, claiming they should have been requested earlier in the grievance process.

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

Management contended at Formal Step A that ODL carrier Reyes was on leave on one of the days in question. Management also contended Steward Nefford submits a PS Form 3996 every day, and every day the amount of time he requests is taken off him. Management further maintained carrier Case submitted no PS Forms 3996 all week.

The DRT reviewed the case file and determined there were violations of Article 8.5 for the week of February 12-18, 2022 when the overtime among full-time carriers were not assigned in accordance with the provisions of Article 8.5. Overtime for non-ODL carriers *on their own assignments* is governed by the Letter Carrier Paragraph, which is found on page 8-14 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 ODL.

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.

Implementing Memorandum on Letter Carrier Paragraph. A memorandum of understanding signed December 20, 1988 (M-00884) before requiring letter carriers not on the ODL or Work Assignment List to work overtime on their own route on a regularly scheduled day.

CCAs are considered as auxiliary assistance. Accordingly, management **must seek** to use CCAs at either the straight-time or regular overtime rate prior to 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:

- PTFs at the straight-time or regular overtime rate

- CCAs 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 ODL 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 ODL 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. [Emphasis Added]

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).

Page 8-18 of the 2021 JCAM provides in pertinent part (with emphasis added at Step B):

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. Employees on the “Overtime Desired” list:

1. may be required to work up to twelve (12) hours in a day and sixty (60) hours in a service week (subject to payment of penalty overtime pay set forth in Section 4.D for contravention of Section 5.F); and
2. excluding December, shall be limited to no more than twelve (12) hours of work in a day and no more than sixty (60) hours of work in a service week. [Emphasis Added]

For Work Assignment carriers and Carrier Technicians on the work assignment list, the following JCAM language from pages 8-21 and 8-22 address 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]

Carrier Technicians on the Work Assignment List are considered available for overtime on any of the routes on their string. Subject to the penalty overtime exceptions discussed above, this provision should be applied as follows:

- A Carrier Technician who has signed for Work Assignment overtime has both a right and an obligation to work any overtime that occurs on any of the five component routes on a regularly scheduled day.

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- When overtime is required on the regularly scheduled day of the route of a carrier who is on the ODL and whose Carrier Technician is on the Work Assignment List, the Carrier Technician is entitled to work the overtime.
- When overtime is required on the regularly scheduled day of the route of a carrier who is on the Work Assignment List and whose Carrier Technician is also on the Work Assignment List, the regular carrier on the route is entitled to work the overtime.

The parties are reminded that information requested in connection with a grievance must be provided without unreasonable delay. For example, if the manager had in fact refused to provide information at the Formal Step A meeting because it had not been requested earlier, this would be an unreasonable denial. It could provide a legitimate reason to extend the grievance time limits to allow for review of the documents, but not to refuse to provide the information.

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
District HR Manager
District LR Manager
USPS Formal Step A: Monè Davis

NALC Branch President
NALC Formal Step A: Michael Nefford
District Manager
Postmaster
DRT File

Grievance File Contents

PS Form 8190 - 2 pgs
Union Contentions - 12 pgs
Request for Steward Time
Schedule - 2 pgs
Management Contentions - 4 pgs
Request for Formal Step A Meeting - 3 pgs
Hours Analysis Report - 10 pgs
Request for Information/Time/Meeting

NALC White Paper (M-01548) - 7 pgs
M-01973
Text Messages - 4 pgs
Steward Notes
Union Spreadsheets - 10 pgs
Employee Moves Report - 15 pgs
ODL Signup Sheet
Employee Everything Report - 8 pgs

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Not Processed By Payroll <input checked="" type="checkbox"/> New (Not yet sent to Payroll) <input checked="" type="checkbox"/> Pending (Not back from Payroll) <input checked="" type="checkbox"/> Submitted (Received acknowledgment from Payroll, awaiting processing)		Payroll Processed <input checked="" type="checkbox"/> Paid (Back from Payroll without error) <input checked="" type="checkbox"/> Payroll Error (Back from Payroll with error)	
<input style="width: 50px;" type="button" value=" < Back "/>		<input style="width: 50px;" type="button" value=" Show History "/>	

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	RODRIGUEZ	DAVID	6879	PP5 FY2022	VY5GH0	05/26/2022	Details	Delete	Edit
New		1	\$18.29	WELCH	DANIEL	0635	PP5 FY2022	VY5GH0	05/26/2022	Details	Delete	Edit
New		1	\$23.01	PALMER	MICHAEL	5415	PP5 FY2022	VY5GH0	05/26/2022	Details	Delete	Edit
New		1	\$43.81	ROEL	AARON	7322	PP5 FY2022	VY5GH0	05/26/2022	Details	Delete	Edit
New		1	\$52.22	YEAKEL	ROBERT	8568	PP5 FY2022	VY5GH0	05/26/2022	Details	Delete	Edit
New		1	\$52.66	CORONEL	JOSE	5589	PP5 FY2022	VY5GH0	05/26/2022	Details	Delete	Edit
New		1	\$70.51	GUZMAN	FRED	1439	PP5 FY2022	VY5GH0	05/26/2022	Details	Delete	Edit
New		1	\$74.94	PEREZ	JOSE	4943	PP5 FY2022	VY5GH0	05/26/2022	Details	Delete	Edit
New		1	\$106.20	ALMERAZ	JOSE	4910	PP5 FY2022	VY5GH0	05/26/2022	Details	Delete	Edit
New		1	\$114.02	REYES	RAUL	0743	PP5 FY2022	VY5GH0	05/26/2022	Details	Delete	Edit
New		1	\$118.59	NEFFORD	MICHAEL	1540	PP5 FY2022	VY5GH0	05/26/2022	Details	Delete	Edit
New		1	\$173.76	CASE	GREG	1836	PP5 FY2022	VY5GH0	05/26/2022	Details	Delete	Edit
Total New: \$863.35												
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												