

RESOLVE



STEP B DECISION

Step B Team:	Decision:	RESOLVE
USPS:	USPS Number:	4G19N-4G-C 2217 8160
Richard Ketchum	Grievant:	Class Action
NALC:	Branch Grievance Number:	421-0378-22
Jose Portales	Branch:	421
	Installation:	San Antonio
Dispute Resolution Team:	Delivery Unit:	NECA
Rio Grande	State:	Texas
District Grieving:	Incident Date:	02/26/2022-03/04/2022
Texas 3	Informal Step A Meeting:	03/15/2022
	Formal Step A Meeting:	04/01/2022
	Received at Step B:	04/04/2022
	Step B Decision Date:	05/17/2022
	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
Bailey, J.	03515981	1.96			\$57.82
Nefford, M.	03461916	2.65			\$78.18
Case, G.	02117612	0.75			\$22.13
Rodriguez, D.	04357039	9.00			\$265.50
DeLaGarza, R.	02106895	1.00			\$29.50
Tolle, R.	02093962	1.71			\$50.45
Ramirez, C.	01969786	1.07			\$31.57
Bachiller, E.	03254052	0.86			\$25.37
Kelly, J.	02328172	1.65			\$48.68
Thompson, C.	03499986	1.25			\$36.88
Graham, F.	02021921	1.00			\$29.50
Garza, R.	04085694	1.09			\$32.16
Roel, A.	04065998		1.44	5.06	\$362.26
Yeakel, R.	02282873			3.62	\$213.58
Coronel, J.	01954010		0.61	3.18	\$214.61
Palmer, M.	03244905		1.20	3.00	\$230.10
Reyes, R.	01949924		1.85	4.00	\$317.86

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EXPLANATION: This grievance concerns the assignment of overtime among full-time letter carriers at the NECA station in San Antonio, Texas during the week of February 26 - March 04, 2022. During the week cited, management assigned overtime to non-ODL and WA 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 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 is not mandating non-ODL carriers to work overtime for the purpose of denying overtime opportunities to ODL carriers as claimed by the union. During the week in question many of the non-ODL and WA carriers had undertime and were given assignments on other routes. However, many of these carriers used unauthorized overtime and the ODL carriers already had their routes plus a pivot. The union is aware during the week in question there was a spike of COVID-19 case, which caused a surge of call-ins. Management further contended they are unable to provide auxiliary assistance to carriers who do not submit a PS Form 3996.

The DRT reviewed the case file and determined there were violations of Article 8.5 for the week of February 26 - March 04, 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

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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).

Pages 8-16 and 8-17 of the JCAM addresses when the ODL does not provide sufficient qualified employee:

Mandatory Overtime. One purpose of the ODL is to excuse full-time carriers not wishing to work overtime from having to work overtime. Before requiring a non-ODL carrier to work overtime on a non-scheduled day or off his/her own assignment on a regularly scheduled day, management must seek to use a carrier from the ODL, even if the ODL carrier would be working penalty overtime. However, if the ODL does not provide sufficient qualified full-time regulars for required overtime, Article 8.5.D permits management to move off the list and require non-ODL carriers to work overtime on a rotating basis starting with the junior employee. This rotation begins with the junior employee at the beginning of each calendar quarter. Absent an LMOU provision to the contrary, employees who are absent on a regularly scheduled day (e.g. sick leave or annual leave) when it is necessary to use non-ODL employees on overtime will be passed over in the rotation until the next time their name comes up in the regular rotation. [Emphasis Added]

Page 8-18 of the 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

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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.
- 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.

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
USPS Formal Step A: Monee Davis
NALC Formal Step A: Raul Reyes

NALC Branch President
District LR Manager
District Manager
Postmaster
DRT File

Grievance File Contents

PS Form 8190 (3 pgs)
Management's Contentions (5 pgs)
PS Form 3996s (19 pgs)
M-01548 (7 pgs)
Employee Moves Report (17 pgs)
Hours Analysis Report (14 pgs)
Carriers' Statements

Union's Contentions (10 pgs)
Union's Charts (6 pgs)
Request to Meet at Formal Step A (2 pgs)
Request for Information (3 pgs)
ODL (2 pgs)
Carrier Schedule (2 pgs)
Step B Decisions (52 pgs)

from Payroll, awaiting processing)

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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	\$22.13	CASE	GREG	1836	PP6 FY2022	VY5GH0	05/18/2022	Details	Delete	Edit
New		1	\$25.37	BACHILLER	EDGAR	7902	PP6 FY2022	VY5GH0	05/18/2022	Details	Delete	Edit
New		1	\$29.50	GRAHAM	FRANK	1741	PP6 FY2022	VY5GH0	05/18/2022	Details	Delete	Edit
New		1	\$29.50	DELAGARZA	RUBEN	3875	PP6 FY2022	VY5GH0	05/18/2022	Details	Delete	Edit
New		1	\$31.57	RAMIREZ	CARMEN	8864	PP6 FY2022	VY5GH0	05/18/2022	Details	Delete	Edit
New		1	\$32.16	GARZA	ROSALBA	1034	PP6 FY2022	VY5GH0	05/18/2022	Details	Delete	Edit
New		1	\$36.88	THOMSON	CHRISTOPHER	9784	PP6 FY2022	VY5GH0	05/18/2022	Details	Delete	Edit
New		1	\$48.68	KELLY	JOSEPH	4041	PP6 FY2022	VY5GH0	05/18/2022	Details	Delete	Edit
New		1	\$50.45	TOLLE	RONALD	9162	PP6 FY2022	VY5GH0	05/18/2022	Details	Delete	Edit
New		1	\$57.82	BAILEY	JONATHAN	9598	PP6 FY2022	VY5GH0	05/18/2022	Details	Delete	Edit
New		1	\$78.18	NEFFORD	MICHAEL	1540	PP6 FY2022	VY5GH0	05/18/2022	Details	Delete	Edit
New		1	\$213.58	YEAKEL	ROBERT	8568	PP6 FY2022	VY5GH0	05/18/2022	Details	Delete	Edit
New		1	\$214.61	CORONEL	JOSE	5589	PP6 FY2022	VY5GH0	05/18/2022	Details	Delete	Edit
New		1	\$230.10	PALMER	MICHAEL	5415	PP6 FY2022	VY5GH0	05/18/2022	Details	Delete	Edit
New		1	\$265.50	RODRIGUEZ	DAVID	6879	PP6 FY2022	VY5GH0	05/18/2022	Details	Delete	Edit
New		1	\$317.86	REYES	RAUL	0743	PP6 FY2022	VY5GH0	05/18/2022	Details	Delete	Edit
New		1	\$362.26	ROEL	AARON	7322	PP6 FY2022	VY5GH0	05/18/2022	Details	Delete	Edit
Total New: \$2,046.15												
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												