



**RESOLVE**



**STEP B DECISION**

<b>Step B Team:</b>	Decision:	<b>RESOLVE</b>
USPS:	USPS Number:	<b>4G19N-4G-C 2219 4697</b>
<b>Richard Ketchum</b>	Grievant:	<b>Class Action</b>
NALC:	Branch Grievance Number:	<b>421</b>
<b>Jose Portales</b>	Branch:	<b>421-0395-22</b>
	Installation:	<b>San Antonio</b>
Dispute Resolution Team	Delivery Unit:	<b>Beacon Hill</b>
<b>Rio Grande</b>	State:	<b>TX</b>
District:	Incident Date:	<b>03/05/2022-03/11/2022</b>
<b>Texas 3</b>	Informal Step A Meeting:	<b>03/23/2022</b>
	Formal Step A Meeting:	<b>04/06/2022</b>
	Received at Step B:	<b>04/18/2022</b>
	Step B Decision Date:	<b>06/09/2022</b>
	Issue Code:	<b>08.5450</b>
	NALC Subject Code:	<b>120051</b>

**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 March 05-11, 2022? 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
Coleman, C.	04768492	3.39			<b>\$100.01</b>
Orta, J.	02076142	3.04			<b>\$89.68</b>
Nichols, A.	01692296			1.09	<b>\$64.31</b>
Rodriguez, R.	01988799			1.14	<b>\$67.26</b>
Hidalgo, R.	03366084			0.37	<b>\$21.83</b>
Macias, R.	03509712			1.18	<b>\$69.62</b>
Hernandez, R.	04223066			1.43	<b>\$84.37</b>
Morales, A.	04659422			0.55	<b>\$32.45</b>
Hernandez, S.	02018726			0.60	<b>\$35.40</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 March 05-11, 2022. 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 March 05-11, 2022 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 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 March 05-11, 2022 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]*

The JCAM provides the following relevant language when the ODL does not provide sufficient qualified full-time regulars for required over-time on pages 8-16 and 8-17:

**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.

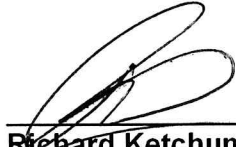
For Work Assignment carriers, the following JCAM language from page 8-21 addresses the assignment of overtime off their assignment or on a non-scheduled day:

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].

Carrier Olatunji's stated he asked the supervisor if he could work on his scheduled day off (March 11, 2022); however, the supervisor told him "No." The case file evidenced Carrier Olatunji work 55.59 hours by the end of Thursday (March 10, 2022). The team agreed Carrier Olatunji was unavailable to work on March 11, 2022 as he would have worked over the weekly limit of 60 hours.

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  
Rio Grande District HR Manager  
Rio Grande District LR Manager  
USPS Formal Step A: Michael R. Moreno

NALC Branch President  
NALC Formal Step A: Rigoberto Hidalgo  
Manager, Rio Grande District  
Postmaster  
DRT File

**Grievance File Contents**

PS Form 8190  
Management's Contentions (4 pgs)  
Pre-Arbitration Agreements (10 pgs)  
Request for Information  
Arbitrator Barrett's Award (14 pgs)  
Employee Moves Report (25 pgs)  
Union's Charts (4 pgs)  
ODL (2 pgs)

Union's Contentions (40 pgs)  
Richard Gould's Statement  
Carrier Olatunji's Statement  
Request to Meet at Formal Step A  
Time Limit Extension  
Hours Analysis Report (12 pgs)  
Weekly Schedule (2 pgs)



**GATS**

Grievance/Appeal

sub

-Grievance Sub Menu-

sub

-My GATS-

**Payout Request History for Grievance**

[HELP](#)

**22194697**

<b>Not Processed By Payroll</b>		<b>Payroll Processed</b>	
<input checked="" type="checkbox"/> New (Not yet sent to Payroll)	<input checked="" type="checkbox"/> Pending (Not back from Payroll)	<input checked="" type="checkbox"/> Paid (Back from Payroll without error)	<input checked="" type="checkbox"/> Payroll Error (Back from Payroll with error)
<input checked="" type="checkbox"/> Submitted (Received acknowledgment from Payroll, awaiting processing)			
<a href="#">&lt; Back</a>		<a href="#">Show History</a>	

**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		2	\$21.83	HIDALGO	RIGOBERTO	4751	PP6 FY2022	VY5GH0	06/10/2022	<a href="#">Details</a>	<a href="#">Delete</a>	<a href="#">Edit</a>
New		2	\$32.45	MORALES	ADAM	2276	PP6 FY2022	VY5GH0	06/10/2022	<a href="#">Details</a>	<a href="#">Delete</a>	<a href="#">Edit</a>
New		2	\$35.40	HERNANDEZ	SALVADOR	1169	PP6 FY2022	VY5GH0	06/10/2022	<a href="#">Details</a>	<a href="#">Delete</a>	<a href="#">Edit</a>
New		2	\$64.31	NICHOLS	ANDREW	0956	PP6 FY2022	VY5GH0	06/10/2022	<a href="#">Details</a>	<a href="#">Delete</a>	<a href="#">Edit</a>
New		2	\$67.26	RODRIGUEZ	RENE	2960	PP6 FY2022	VY5GH0	06/10/2022	<a href="#">Details</a>	<a href="#">Delete</a>	<a href="#">Edit</a>
New		2	\$69.62	MACIAS	ROGELIO	0298	PP6 FY2022	VY5GH0	06/10/2022	<a href="#">Details</a>	<a href="#">Delete</a>	<a href="#">Edit</a>
New		2	\$84.37	HERNANDEZ	RENE	1805	PP6 FY2022	VY5GH0	06/10/2022	<a href="#">Details</a>	<a href="#">Delete</a>	<a href="#">Edit</a>
New		2	\$89.68	ORTA	JOE	8333	PP6 FY2022	VY5GH0	06/10/2022	<a href="#">Details</a>	<a href="#">Delete</a>	<a href="#">Edit</a>
New		2	\$100.01	COLEMAN	COREY	8943	PP6 FY2022	VY5GH0	06/10/2022	<a href="#">Details</a>	<a href="#">Delete</a>	<a href="#">Edit</a>
Total New: \$564.93												
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												