



RESOLVE



STEP B DECISION

Step B Team:	Decision:	RESOLVE
USPS:	USPS Number:	G16N-4G-C 2104 1630
Rose Barner	Grievant:	Class Action
NALC:	Branch Grievance Number:	421-1617-20
Jim Ruetze	Branch:	421
	Installation:	Eagle Pass
District:	Delivery Unit:	Main Post Office
Rio Grande	State:	TX
	Incident Date:	11/10/2020
	Informal Step A Meeting:	11/30/2020
	Formal Step A Meeting:	12/14/2020
	Received at Step B:	12/16/2020
	Step B Decision Date:	12/17/2020
	Issue Code:	08.5450
	NALC Subject Code:	120051

ISSUE:

Did management violate Articles 8.5.D and 5.G of the National Agreement when working non-Overtime Desired List (ODL) carrier Castro into overtime on his own route on November 10, 2020? 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 50% 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 shall 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	REMEDY
Castro, L	04173095	\$6.20
Rodriguez, OJ	04233586	\$18.59

EXPLANATION:

This grievance concerns the assignment of overtime among full-time letter carriers at the Main Post Office in Eagle Pass, Texas on November 10, 2020. On this date, cited,

management assigned overtime to non-ODL carrier L. Castro on their assignments while ODL carriers were available at the regular overtime rate.

The union contended at Formal Step A management violated Article 8.5 when they forced non-ODL carrier Castro to work overtime on his own route on November 10 when ODL letter carrier(s) were available to work. Management should have utilized the ODL letter carrier(s) and CCA(s) they already had working to perform the overtime work on the day in question. The union contended when work assignment letter carriers are forced to work overtime off their assignments when ODL letter carriers are available to work, a contract violation occurs causing harm to each group of letter carriers. ODL letter carriers lose their bargained right to earn extra money and letter carriers forced to perform overtime work lose time outside of the workplace that they bargained to have. The union requested 100% at the straight rate of pay for the aggrieved non-ODL carrier and payment to ODL Carrier O. Rodriguez for the missed opportunity.

Management at Formal Step A contended on November 10 the grievant requested on PS form 3996 25 minutes of estimated work over 8 hours and management approved the request. The grievant failed to notify management he was not going to complete his work in the allotted time. Management contended the grievant used a total of 46 minutes (21 minutes unauthorized overtime). Management applied the rule of reason since the carrier was not going to exceed 30 minutes, which was cost effective for the post office. The grievant disobeyed management's instructions by failing to notify them of the extra time required. Management asserted employees know if they are not going to complete their work assignment on the allotted time they are to notify management.

The DRT reviewed the case file and determined there was a violation of Article 8.5 on November 16, 2020 when the overtime among full-time carriers was not assigned in accordance with the provisions of Article 8.5. The assignment of overtime to non-ODL carriers on their assignments is governed by the Letter Carrier Paragraph, which is discussed 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.

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.

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).

The memo goes on to state that “the determination of whether management must use a carrier from the ODL to provide auxiliary assistance must be made on the basis of the rule of reason.” For example, **management is not required to use a carrier from the ODL when the travel time would be excessive for the amount of assistance being given.** The full text of the memorandum is reprinted at the end of this article. [Emphasis Added]

Management contended the grievant was approved to carry the 25 minutes of overtime he indicated he would need because it was less than 30 minutes and the “rule of reason” applied. The DRT agreed the rule of reason applies to situations where the travel time would be excessive relative to the amount of assistance needed. Although management mentioned the rule of reason, no evidence was included to support that travel time to provide assistance would have been excessive.

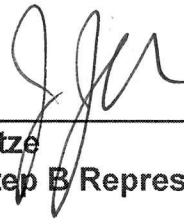
Although the union sought a remedy for the entire 46 minutes (0.77 hours) of overtime the grievant worked on November 10, the PS Form 3996 the grievant submitted for that day shows he had estimated 25 minutes of overtime. Accordingly, the DRT agreed to provide a remedy only for the 25 minutes management was aware of.

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Based on its review of the case file, the DRT agreed to the decision and remedy above.



Rose Barner
USPS Step B Representative



Jim Ruetze
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 Jorge Valdez

NALC Branch President
NALC Formal Step A Jorge Valdez
Manager, Rio Grande District
Postmaster
DRT File

Grievance File Contents

PS Form 8190
Union Contentions (8 pgs)
Union Statement
Management Contentions
Grievant Statement
PS Form 3996
Carrier Schedule
Overtime Alert Report (2 pgs)

Employee Moves Report (7 pgs)
Employee Everything Report (38 pgs)
Route Analysis Report (14 pgs)
ODL
Request for Formal Step A Meeting
Informal Step A
Request for Steward Time

Payout Request History for Grievance

21041630

[HELP](#)

no data

<p><u>Not Processed By Payroll</u></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><u>Payroll Processed</u></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>
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New, Pending and Submitted Requests

Status	GATS Code	App Seq	Request Amount	Last Name	First Name	SSN	Relevant PP	Requested By	Date Requested	
New		1	\$6.20	CASTRO	LEONARDO	8565	PP24 FY2020	YSZ1BC	12/18/2020	<input type="checkbox"/>
New		1	\$18.59	RODRIGUEZ	ORLANDO	4459	PP24 FY2020	YSZ1BC	12/18/2020	<input type="checkbox"/>
Total New: \$24.79										
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
No Data											
Total Paid: \$0.00											
Total Error: \$0.00											