



RESOLVE



STEP B DECISION

Step B Team:
USPS:
Richard Ketchum
NALC:
Jose Portales

Dispute Resolution Team:
Rio Grande
District Grieving:
Texas 3

Decision:
USPS Number:
Grievant:
Branch Grievance Number:
Branch:
Installation:
Delivery Unit:
State:
Incident Date:
Informal Step A Meeting:
Formal Step A Meeting:
Received at Step B:
Step B Decision Date:
Issue Code:
NALC Subject Code:

RESOLVE
4G19N-4G-C 2221 0049
Class Action
421-0466-22
421
San Antonio
JF Dobie
Texas
03/26/2022-04/01/2022
04/07/2022
04/22/2022
04/28/2022
05/25/2022
08.5450
120051

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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
Melendez, A.	04454966	3.20			\$94.40
Castro Ramos, E.	04518343	5.10			\$150.45
Beckford, D.	04511991	4.31			\$127.15
Lewis, S.	03666554	3.11			\$91.75
Ward, M.	03526671	1.46			\$43.07
Lashley, C.	04623819	3.69			\$108.86
Hernandez, M.	04516109	1.27			\$37.47
Elias, H.	04076168	1.55			\$45.73
Samudio, N.	04795622	6.67			\$196.77

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Casias, J.	04553768	1.38			\$40.71
Mobley, V.	03683690	3.46			\$102.70
Paz, T.	02294507	4.58			\$135.11
Escalera, J.	04385417	3.38			\$99.71
Blackwell, G.	03665911			1.26	\$74.34
Phongsavane, P.	02287389		2.00	5.86	\$434.24
Perez, M.	02210542		2.96	8.88	\$654.90

EXPLANATION: This grievance concerns the assignment of overtime among full-time letter carriers at the JF Dobie Station in San Antonio, Texas during the week of March 26 through April 01, 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 filed this grievance to protest management's failure to properly assign overtime. Unable to achieve a resolution through the Informal and Formal A steps of the grievance procedure, the union appealed to Step B.

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 also requested the non-ODL and WA carriers be compensated 100% of the straight rate for the violations.

Management contended the union is intentionally ignoring the evidence that proves there were very minimal, if any, violations. The union steward failed to request all the information that is needed to fully investigate this grievance. There were a total of eight call-ins and three vehicles that broke down on Saturday. Throughout the rest of the week many of the WA carriers that provided auxiliary assistance on other routes failed to submit PS Form 3996s and went over their authorized times. The union failed to negotiate in good faith, or even at all, and are unwilling to acknowledge or address any evidence given to support the need for mandatory overtime.

The DRT reviewed the case file and determined there were violations of Article 8.5 for the week of March 26 through April 01, 2022 when the overtime among full-time carriers were not assigned in accordance with the provisions of Article 8.5. During the week in question the overtime carriers had still not reached the 12/60 hour limit and were still available. Therefore, the non-ODL carriers were compensated even if no remedy was available for the ODL carriers since they reached the 60 hour limit later in the week. 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).

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
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: Stephen Seale
NALC Formal Step A: Erik Castro

NALC Branch President
District LR Manager
District Manager
Postmaster
DRT File

Grievance File Contents

PS Form 8190
Request to Meet at Formal Step A
ODL (2 pgs)
Union's Chart of Available Hours
PS Form 3996s (65 pgs)
Hours Analysis Report (11 pgs)
Employee Everything Report (69 pgs)
Route/Carrier Daily Performance/Analysis
Report (29 pgs)

Request for Information (2 pgs)
Union's Contentions (14 pgs)
Union's Chart of Violations
Union's Requested Remedies (13 pgs)
Employee Moves Report (11 pgs)
Overtime Alert Report (2 pgs)
Management's Contentions (3 pgs)