

Carrier technicians and overtime assignments

Included in Article 8 of the National Agreement is language that governs the assignment and distribution of overtime. This month, we will review how those overtime provisions are applied to carrier technician (CC-2) letter carriers. (Note: The designation of “T-6” or “utility” carrier was changed to “carrier technician” with the adoption of the 1998 National Agreement.)

Article 8.5.A states in part:

A. Employees desiring to work overtime shall place their names on either the “Overtime Desired” list or the “Work Assignment” list during the two weeks prior to the start of the calendar quarter, and their names shall remain on the list until such time as they remove their names from the list....

This section of Article 8 provides for overtime lists in two distinct and separate categories known as “overtime desired list” (ODL) and “work assignment list” (WAL). The practical application of the ODL is the same for CC-1 and CC-2 letter carriers. For purposes of “equitability” and the ODL, the carrier technicians’ “own” route is controlled by the language found in the *JCAM* at page 8-14, which states:

Carrier Technicians. Overtime worked by a Carrier Technician on the Overtime Desired List on the specific route to which properly assigned on a given day, is not counted or considered in determining whether overtime has been “equitably” distributed among carriers on the list. Overtime worked by a Carrier Technician on the Overtime Desired List is counted in the consideration of the equitable distribution of overtime hours at the end of the quarter when: a) the overtime is not on a regularly scheduled day or b) the overtime is worked on any route in the delivery unit other than the specific route to which properly assigned on a given day (see Step 4, C94N-4C-C 98099737, October 2, 1998 M-01323).

What about the carrier technician who is on the work assignment list?

The work assignment list was created by a Letter of Intent dated May 28, 1985 (M00589). This letter spells out the parties’ understanding of the rights and obligations of

a letter carrier expressing a desire to work overtime only on his or her bid assignment. (The full text of this Letter of Intent can be found on pages 8-28 and 8-29 of the *JCAM*.) Note: M00589 contains reference to the old designation of T-6 or utility carrier.

The parties further define their interpretation of this letter as it applies to the carrier technician position with the language found in the *JCAM* at page 8-21, which reads:

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.

Additionally, the *JCAM* states on pages 8-20 and 8-21:

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.

This means that carriers on the work assignment list are not entitled to work overtime on their non-scheduled day. 