

Contract Administration Unit

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Overtime equitability

The equitable distribution of overtime hours and opportunities is an important benefit to the city letter carrier craft that ensures parity. In most cases, such as bidding on assignments and selecting annual leave during the choice vacation period, seniority is the deciding factor. The distribution of overtime to full-time letter carriers on the overtime desired list (ODL) is one of the exceptions to the seniority rules. Under Article 8 of the National Agreement, management is required to ensure that the overtime hours, as well as the opportunities to work overtime, are kept equitable among those carriers on the ODL.

Article 8, Section 5 contains the provisions regarding equitability and explains that when there is a need for overtime, employees from the ODL will be selected. This section also explains that during the quarter, every effort will be made to distribute the opportunities for overtime equitably among those signed up to the ODL. Equitability applies only to carriers who have signed up to the ODL.

Article 8, Section 5.C.2 of the National Agreement states in part:

- a. When during the quarter the need for overtime arises, employees with the necessary skills having listed their names will be selected from the "Overtime Desired" list.
- b. During the quarter every effort will be made to distribute equitably the opportunities for overtime among those on the "Overtime Desired" list.

Of course, to distribute the overtime equitably, there needs to be a record or system to monitor the distribution. Article 8, Section 5.C.2.c explains:

- c. In order to insure equitable opportunities for overtime, overtime hours worked and opportunities offered will be posted and updated weekly.

Although the above provision is a requirement for management, many branches and shop stewards discover that the best way to prevent inequitable overtime distribution is to regularly review the posting and alert management to opportunities to improve the distribution. Heading off the problem avoids depriving letter carriers of their rights and the need to file a grievance at the end of the quarter. Efforts to fix the problem also can be used as evidence to support a remedy when management does not make appropriate corrections to distribute the overtime.

The methods used to calculate the inequitable distribution of overtime can vary, depending on the circumstances. Shop stewards who are unsure what constitutes equitability in their section or installation should consult their branch president or national business agent for guidance.

Prior to the 2016 National Agreement, the only overtime that was counted when determining equitability was the time

an ODL carrier worked more than eight hours off of their bid assignment, or all work on a non-scheduled day. This provision made determining equitability more difficult, especially in situations where a letter carrier was properly assigned in the Time and Attendance Collection System (TACS). This language was changed in the 2016 National Agreement to count all hours worked, whether on or off a letter carrier's regular assignment on a regularly scheduled day. All overtime worked on a non-scheduled day continues to be counted as it was prior to 2016. The requirement to count all overtime is found in Article 8, Section 5.C.2.e, which states:

- e. All overtime hours worked by, and all opportunities offered to, employees on the "Overtime Desired" list, regardless of whether the overtime/opportunity is on or off the employee's own route, will be considered and counted when determining quarterly equitability.

The 2022 *Joint Contract Administration Manual (JCAM)* explains that the number of hours of overtime as well as the number of opportunities for overtime must be considered. Missed opportunities for overtime must be made up for in the quarter. Page 8-11 of the *JCAM* states:

Missed opportunities for overtime—i.e. one ODL carrier worked instead of another—must be made up for with equitable distribution of overtime during the quarter unless the bypassed carrier was not available—i.e. the carrier was on leave or working overtime on his/her own route on a regularly scheduled day, etc.

Article 8, Section 5.C.2.f clarifies how work on holidays or designated holidays is counted, stating:

- f. Only overtime hours worked or opportunities offered beyond eight hours on a holiday or designated holiday will be considered and counted when determining equitability.

Full-time flexible (FTF) employees can complicate equitability as they might have flexible reporting locations within an installation. When a FTF letter carrier works in the same overtime section for the entire quarter, determining their equitability is straightforward and the same as other ODL carriers. However, if the FTF works in multiple overtime sections during the quarter, only the share of overtime from the time they sign the ODL in the new section will be considered. Page 8-12 of the *JCAM* explains that FTF letter carriers will not be moved to circumvent their equitability rights, stating:

However, full-time flexible employees will not be moved to another overtime section solely to circumvent the provisions of Article 8.5.C above.

Although the rules governing the distribution of overtime to letter carriers on the ODL are straightforward, manage-

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Overtime equitability (continued)

ment often will fail to keep these carriers equitable during the quarter. When this occurs, letter carriers who were not kept equitable are entitled to a remedy for the violation. The appropriate remedy for violations of Article 8, Sections 5.C.2.a-c was established by National Arbitrator Howard Gamser in case NC-S-5426, April 3, 1979. According to Arbitrator Gamser's award, management must either pay the letter carrier who was not equitable during the quarter or offer a makeup opportunity during the next quarter. The explanation of Arbitrator Gamser's award is found on page 8-12 of the *JCAM*, which states in part:

[T]he Postal Service must pay employees deprived of equitable opportunities for the overtime hours they did not work only if management's failure to comply with its contractual obligations under Article 8.5.C.2 shows "a willful disregard

or defiance of the contractual provision, a deliberate attempt to grant disparate or favorite treatment to an employee or group of employees, or caused a situation in which the equalizing opportunity could not be afforded within the next quarter." In all other cases, Gamser held, the proper remedy is to provide "an equalizing opportunity in the next immediate quarter, or pay a compensatory monetary award if this is not done..."

Determining the proper remedy requires an investigation into the specific facts of the case and applying Arbitrator Gamser's award.

Equitable distribution of overtime protects letter carriers, but it must be monitored and maintained to be effective. Thanks to all the shop stewards and branch officers who play a role in enforcing the National Agreement.

In Memoriam

NALC offers deepest sympathies to the families and friends of departed brothers and sisters

Victor L. Chandler	Br. 1047	Gadsden, AL	Scott L. Gmelin	Br. 1477	West Coast FL	Gerald J. Dornan	Br. 42	Jersey City, NJ
Dusty S. Rhodes	Br. 469	Mobile, AL	Edward G. Sax	Br. 1477	West Coast FL	Angelo C. Ingratta	Br. 42	Jersey City, NJ
Dale Baker	Br. 704	Tucson, AZ	Roger L. Edmondson	Br. 1690	West Coast FL	Meyer Pollack	Br. 42	Jersey City, NJ
Frank A. Doll Jr.	Br. 1100	Garden Grove, CA	David D. Harvey	Br. 263	Augusta, GA	Quentin Q. Christian	Br. 38	NJ Mgd.
Edmund Gennaway	Br. 1100	Garden Grove, CA	Kingley S. Andrews	Br. 219	Aurora, IL	Christopher L. Hines	Br. 38	NJ Mgd.
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Hubert R. True	Br. 1100	Garden Grove, CA	William Nevicosi	Br. 219	Aurora, IL	William D. Matthews	Br. 29	Albany, NY
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John B. Bowker	Br. 24	Los Angeles, CA	Art Johnson	Br. 1151	Naperville, IL	Andrew T. Treglio	Br. 41	Brooklyn, NY
Thurza M. Davis	Br. 24	Los Angeles, CA	William J. Stieren	Br. 80	Springfield, IL	Zhong M. Wang	Br. 41	Brooklyn, NY
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Edward H. Garcia	Br. 24	Los Angeles, CA	Harry J. Douglass	Br. 39	Indianapolis, IN	Carmine F. Masi	Br. 36	New York, NY
Alan F. Levene	Br. 24	Los Angeles, CA	Edward L. Early	Br. 39	Indianapolis, IN	Frank S. Pullara	Br. 36	New York, NY
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