

# Maximum hour limits

**T**here are two separate restrictions on the maximum number of hours a letter carrier craft employee may be required to work. One is found in Section 432.32 of the *Employee and Labor Relations Manual (ELM)*, and the other in Article 8, Section 5.G of the National Agreement.

*ELM* Section 432.32 provides the following rule that applies to all employees, including city carrier assistants:

Except as designated in labor agreements for bargaining unit employees or in emergency situations as determined by the PMG (or designee), employees may not be required to work more than 12 hours in 1 service day. In addition, the total hours of daily service, including scheduled work hours, overtime, and mealtime, may not be extended over a period longer than 12 consecutive hours.

Because this *ELM* provision limits total daily service hours, including work and mealtime, to 12 hours, an employee is effectively limited to 11½ hours per day of work plus a half-hour meal. However, the *ELM* also permits the collective-bargaining agreement to create exceptions to this general rule. An exception to this rule can be found in Article 8, Section 5.G of the National Agreement, which provides the following.

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.

The exception in Article 8.5.G applies only to full-time employees on the overtime desired list. Excluding December, the above provision limits those employees to no more than 12 hours of work in a day and no more than 60 hours of work in a service week. However, since the term “work” within the meaning of Article 8.5.G does not include mealtime, the 12 total hours of work in a day for carriers on the overtime desired list may extend over a period of 12½ consecutive hours.

Additionally, Article 8.5.G provides that the limits do not apply during December when full-time employees on the overtime desired list may be required to work more than 12 hours. These exceptions do not apply to city carrier assistants, part-time employees or full-time employees who are not on the overtime desired list, all of whom are effectively limited to 11½ hours of work per day by *ELM* Section 432.32, even during December.

**National Arbitrator Mittenthal ruled in C-06238 that the 12- and 60-hour limits are absolutes.** Excluding December, a full-time employee may neither volunteer nor be required to work beyond those limits. In C-07323 Arbitrator Mittenthal ruled that when a full-time employee reaches 60 hours in a service week, management is required to send the employee home—even in the middle of a scheduled day. He further held that in such cases the employee is entitled to be paid the applicable eight-hour guarantee for the remainder of his or her scheduled day.

On Oct. 19, 1988, the national parties signed a memorandum of understanding (M-00859) to implement the above mentioned Mittenthal awards. Part of that memorandum states:

The parties agree that with the exception of December, full-time employees are prohibited from working more than 12 hours in a single work day or 60 hours within a service week. In those limited instances where this provision is or has been violated and a timely grievance filed, full-time employees will be compensated at an additional premium of 50 percent of the base hourly straight time rate for those hours worked beyond the 12 or 60 hour limitation. The employment of this remedy shall not be construed as an agreement by the parties that the Employer may exceed the 12 and 60 hour limitation with impunity.

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As a means of facilitating the foregoing, the parties agree that excluding December, once a full-time employee reaches 20 hours of overtime within a service week, the employee is no longer available for any additional overtime work. Furthermore, the employee’s tour of duty shall be terminated once he or she reaches the 60th hour of work.

Arbitrator Snow ruled in C-18926 that the Memorandum of Understanding M-00859 limits the remedy for any violations of the Article 8.5.G maximum hour limits to an additional premium of 50 percent of the base hourly straight time rate. However, Arbitrator Snow’s award does not necessarily limit remedies for repeated or deliberate violations of *ELM* 432.32.