

Letter carrier paragraph



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Before requiring full-time regular letter carriers who are not on the Overtime Desired List (ODL) to work overtime on an employee's own route on one of their regularly scheduled days, management must seek to use auxiliary assistance, when available, rather than requiring the employee to work mandatory overtime. What is known as the "letter carrier paragraph," found on page 8-14 of the 2014 NALC-USPS Joint Contract Administration Manual (JCAM), explains this as such:

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.

A memorandum of understanding signed Dec. 20, 1988 (M-00884 in the NALC Materials Reference System), 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 (PTFs) at the straight time or regular overtime rate
- City carrier assistant (CCA) 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 ODL to work overtime on their own routes on a regularly scheduled day. In other words, there is no violation if management works ODL carriers and all available auxiliary assistance up to 10 hours.

A reprint of question number 20 from the *Questions and Answers 2011 USPS/NALC National Agreement* (M-01870) found on Page 8-16 of the JCAM confirms the usage of CCAs as auxiliary assistance, and reads:

20. How are CCAs considered when applying the Letter Carrier Paragraph?

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 overtime desired list or work assignment list to work overtime on their own route on a regularly scheduled day.

Regional arbitrators have rendered numerous decisions in NALC's favor for management's violations of the letter carrier paragraph by not seeking auxiliary assistance prior to forcing non-ODL carriers to work overtime. One regional arbitrator rendered several separate decisions regarding this subject and ordered management to cease and desist from violating Article 8 of our national agreement, and even awarded *all affected PTFs and CCAs to be made whole for the letter carrier paragraph violations in which management argued against compensating the PTFs and CCAs*. One of those decisions states:

The Service is ordered to cease and desist violating Article 8. All affected PTFs and CCAs as identified shall be made whole, to include but not limited to all hours denied and be paid at the applicable rate that are identified and all corresponding benefits, i.e., Annual Leave, Sick Leave and Retirement Contributions for PTFs and Annual Leave for CCAs.

Another regional arbitrator rendered a decision, explaining her opinion on how question number 20 of the *Questions and Answers* is defined and applicable to the letter carrier paragraph. She states:

We turn to the language at hand. There are two relevant paragraphs. The Letter Carrier Paragraph says the employer will seek to utilize auxiliary assistance, when available, rather than requiring the employee to work mandatory overtime. However, the answer to Question 20 says management must seek to use CCAs at either the straight-time or regular overtime rate prior to requiring letter carriers not on the overtime desired list or work assignment list to work overtime on their own route on a regularly scheduled day. The words "will seek"...when available have been replaced by "must seek." It is now mandatory, a requirement. When a requirement is violated, there must be a make whole remedy for the affected carriers.

Another regional arbitrator rendered a decision (F11N-4F-C 16307382), by finding repetitive and egregious violations and awarded the CCAs a make whole remedy as follows:

The Union claims to alleviate the repeated and egregious harm caused by the Service is to award a make whole remedy for the CCAs who were available to work and not utilized. I agree the CCAs were deprived of a contractual benefit and those who were wronged must be righted. These CCAs shall be made whole.

NALC's arbitration search program identifies decisions by a "cigar number" for easy reference and lookup. The numbers assigned to some grievances rendering decisions like those described above are C-32348, C-32536, C-32335, C-32675, C-32429 and C-32447. My office will be providing the regional offices with a copy of a sample grievance challenging management's violations of the letter carrier paragraph.