

Changes to Article 8

The recently ratified 2016-2019 National Agreement contains several changes from previous contracts. When bargaining such changes, NALC is guided by resolutions passed by the delegates at our biennial national conventions and by results of testing various concepts recommended by task forces established in previous National Agreements. Bargaining is also driven by the knowledge and experience of bargaining committee members, who are tasked with identifying how contractual language could be improved to best represent our membership as a whole.

In this Contract Talk, the changes to Article 8 will be explained, as well as the bargaining history of how each came to be.

The Jan. 10, 2013, Das interest arbitration award established a task force to identify ways to simplify Article 8 rules, with the goal of finding ways to reduce disputes. On June 3, 2013, members of the Article 8 Task Force reached agreement (M-01820) on testing a simpler way of determining equitable overtime distribution. This test began on Oct. 1 of that year and was scheduled to continue for one year in 22 districts across the country. During the test, M-01820 established, in part, the following:

- All overtime worked and opportunities offered to employees on the overtime desired list, regardless of whether the overtime/opportunity was on or off the employee's own route, will count when determining overtime equitability for the quarter.
- A cumulative total of overtime hours worked and overtime opportunities offered to each overtime desired list employee during the quarter will be posted each week.
- There will be only two overtime lists, the overtime desired list (there will be no 10 or 12 hour preference) and the work assignment list.
- Only overtime hours worked or offered in excess of eight hours on a day covered by a holiday schedule count towards equitability.

During the testing of the above provisions, NALC surveyed the test sites to see if it was working. As a result of positive feedback from those involved, through agreement of the task force, the test was extended three times, finally ending on June 31, 2015.

As a result of the testing described above, NALC and USPS agreed to incorporate all but one aspect of the test into the 2016-2019 National Agreement. The following new language can now be found in Article 8.5.C.2:

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.

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.

This is a significant change, because previously, overtime worked on a letter carrier's own route on a regularly scheduled day was not counted or considered in determining whether overtime was equitably distributed among carriers on the list. Now, "an hour is an hour" and all overtime hours worked are counted toward equitability. Additionally, it was agreed to change Article 8.5.2.c to require that overtime hours worked and opportunities offered to ODL letter carriers will be posted and updated weekly. Previously, management was only required to post and update this information quarterly.

On Aug. 28, the national parties agreed in MOU Re: Article 8.5.C.2 Overtime Assignments (Revised Language), M-01886, that, absent an agreement at the local level to apply the provisions listed above prior to Oct. 1, the new language will be effective on Oct. 1.

While conducting the test described above, the national parties also agreed on Dec. 4, 2013, to MOU Re: Signing Overtime Lists (M-01828) which reads, in part:

The installation head and branch president or their designees may mutually elect to develop a process that allows employees who transfer from another installation or are converted to full-time following the sign-up period to place their names on either the overtime desired list or work assignment list.

This concept worked well and was extended by a series of subsequent MOUs through the effective date of the 2016 collective-bargaining agreement, and this MOU was ultimately permanently incorporated into the 2016-2019 National Agreement. In addition to the above language, the MOU also states:

Local procedures agreed upon pursuant to the terms of the December 4, 2013, March 31, 2014, April 1, 2015, or May 20, 2016, Memoranda of Understanding Re: Signing Overtime Lists will remain in effect and may only be modified by mutual agreement of the local parties or through the local implementation process.

The parties further agree that once a local process is developed pursuant to the terms of this memorandum, it may only be modified by mutual agreement of the local parties.

The 2016-2019 National Agreement contains provisions ensuring the existence of the Article 8 Task Force, which will continue to look for ways to develop and evaluate improvements to the overtime process.

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