

Back to the future, Part 2



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I don't have a time-traveling DeLorean, but I do want to return to where we left off in my previous article about the 1984-87 National Agreement, especially the big changes that were contained in it and how they affect carriers today. In January, I wrote about the modifications to the letter carrier pay scale with the addition of two lower steps; this month, I will cover the major changes to Article 8 and the assignment of overtime work.

Overtime was rampant in the years leading up to the 1984 agreement. Carrier routes were growing rapidly in volume and delivery points and what few route inspections and adjustments were done could not keep up, with overtime in many offices running well over 20 percent week after week. That meant that 20 percent of the hours used to deliver the mail during the week were overtime. (As a point of reference, postal managers are told that anything surpassing 4 percent is too high.)

Making matters worse, management was slow to hire more carriers, as it was cheaper to pay a current carrier time and a half than to pay the additional benefit costs (insurance, leave, pension, etc.) that came with a new hire. On top of that, there was contract language that specifically said it wasn't necessary to use an ODL carrier or a PTF to provide auxiliary assistance to non-ODL carriers when they couldn't complete their routes in eight hours (Article 8.5.C.2.D). It was not uncommon for management to send PTFs home after working only five or six hours, while requiring non-ODL carriers to work 10 hours or more. Because of this, reducing mandatory overtime was an important goal for NALC in the 1984 negotiations.

While the 1984 interest arbitration of the contract chiefly surrounded wages, NALC was able to reach agreement with the Postal Service on many changes to Article 8 that were incorporated into the final award issued by Arbitrator Kerr. This included a memorandum that stated: "Recognizing that excessive use of overtime is inconsistent with the best interests of employees and the Postal Service, it is the intent of the parties in adopting changes to Article 8 to limit overtime, to avoid excessive mandatory overtime, and to protect the interests of employees who do not wish to work overtime, while recognizing that bona fide operational requirements do exist that necessitate the use of overtime from time to time."

This memo also contained the following language that became known as the letter carrier paragraph:

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 shall seek to utilize auxiliary assistance, when available, rather than requiring the employee to work mandatory overtime.

This was revolutionary for non-ODL carriers, since it meant that management had to provide help to non-ODL carriers if it was available. But more about that later.

The "changes to Article 8" referred to in the memo were the addition to Article 8, Section 4 of paragraphs C, D and E that created penalty overtime "to be paid at the rate of two times the base hourly straight time." For PTFs, the rate kicked in after 10 hours in a day or 56 hours in a week. For regulars, the penalty overtime triggers were listed in new Article 8.5.F as "overtime on more than four of the employee's five scheduled days in a service week or work over ten hours on a regularly scheduled day, over 8 hours on a non-scheduled day, or over 6 days in a service week." The intent was to take away the incentive to make carriers work huge amounts of overtime, rather than hiring more employees, by providing penalties when they did.

Additionally, the agreement included a new paragraph G to Article 8, Section 5 that stated "fulltime employees not on the overtime desired list may be required to work overtime only if all available carriers on the overtime desired list have worked up to 12 hours in a day or 60 hours in a service week."

All of these changes to Article 8 were made effective as of Jan. 19, 1985, and for those of us who were carrying mail back then, they were of major import. We now had contract language we could use to force management to seek auxiliary assistance and utilize the ODL up to 12 hours in a day and 60 hours in a week before forcing a non-ODL carrier to work overtime.

But as often occurs, once the award was issued, the parties did not see eye-to-eye on the meaning of some of the new language. For many, a strict reading of Article 8.5.G alongside the letter carrier paragraph gave the impression that non-ODL carriers could not be required to work any overtime, even on their own route, unless the ODL and any other available auxiliary assistance, was worked 12 hours in a day or 60 hours in a week. Consequently, over the next two years, many grievances were filed, and the Post Office paid out a lot of monetary remedies based on that reading. In some offices, to avoid grievances on this subject, management would simply work all the ODL carriers 12 hours, even if they just stood around, in case a non-ODL worked any overtime. On the flip side, not all carriers were happy with the sudden reduction in overtime. Many didn't mind working overtime if it was on their own routes; they just didn't want to be sent all over the place. There were other disputes over the new contract that the parties could not resolve, so they went back to national arbitration to resolve them. More on that in the next issue.