

## Article 8 Q&A's



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**T**he April 2025 *Postal Record* featured the provisions of Arbitrator Nolan's interest arbitration award setting the terms of the 2023-2026 National Agreement between NALC and USPS. Also, in that edition of *The Postal Record*, I wrote an article explaining how the work rule proposals were formulated for collective bargaining.

One of the specific work rule changes addressed in the Nolan award pertains to the method by which letter carriers volunteer for overtime work, as addressed in Article 8 of the National Agreement. This official NALC bargaining position stems from a resolution passed by the delegates at the 72nd Biennial National Convention. The resolution, approved by the delegates, reads in pertinent part:

Whereas the overtime issues plaguing the membership have gone on for decades, and

The overtime language in Article 8 have largely gone unchanged in decades,

The National officers/negotiators create language that allows for Article 8 to include language that creates two new overtime categories;

1. Overtime on each of the 5 scheduled work days for a letter carrier but not on the N/S days of the carrier, on any assignment in the office, station or zoned depending on overtime equitability language in the local, and,
2. Overtime only on the N/S day for the carrier but not on any other day

As discussed in my April *Postal Record* article, the National Convention is the supreme governing body of NALC, and resolutions adopted by the delegates at the convention that address provisions of the National Agreement become the official bargaining position of NALC. With the successful inclusion of new language in Article 8 accomplishing the directive from the 72nd Biennial Convention, NALC created a series of questions specific to the creation of the two Overtime Desired Lists (ODLs). After discussions with the Postal Service, the parties were able to reach joint agreement as it pertains to the following Q&A's:

There are two regular overtime desired lists (ODLs):

Regularly Scheduled Day ODL (RSD) - Available for up to 12 hours per day on any of the five regularly scheduled days in a service week.

Non-Scheduled Day ODL (NSD) - Available for 8 hours of overtime only on their nonscheduled days. (Exception: up to 12 hours per non-scheduled day if both ODLs are signed)

1. If a letter carrier signs both the non-scheduled day ODL and the regularly scheduled day ODL, can they remove their name from one list during the quarter and still be on the other list?

**Yes. Once a carrier signs a list, their name remains on the list from quarter to quarter until the carrier asks that it be removed in writing. Carriers may remove their names from a list at any time during the quarter.**

2. If a letter carrier signs both the non-scheduled day ODL and the regularly scheduled day ODL, can they work 12 hours on their non-scheduled day.

**Yes. A letter carrier on the non-scheduled day ODL must also be on regularly scheduled day ODL to be eligible for work beyond 8 hours on their nonscheduled day.**

3. If a letter carrier signs both the non-scheduled day ODL and the regularly scheduled day ODL, and they work beyond 8 hours on their non-scheduled day, how is it tracked for equitability?

**If a letter carrier has signed both ODLs, any hours worked beyond 8 hours on their non-scheduled day will be tracked for equitability purposes on the regularly scheduled day list.**

4. Can a Work Assignment List letter carrier volunteer to work beyond 12 hours in a day and/or 60 hours in a service week?

**Yes. However, they may only work overtime beyond 12 hours in a day and/or 60 hours in a service week performing work on their own assignment on regularly scheduled days. Volunteering to work beyond 12 hours in a day and/or 60 hours in a service week does not create any entitlement to work these hours.**

5. If a Work Assignment List letter carrier volunteers to work overtime beyond 12 hours in a day and/or 60 hours in a service week performing work on their own assignment, do they have the right to that overtime prior to working an ODL letter carrier?

**No. Volunteering to work beyond 12 hours in a day and/or 60 hours in a service week does not create any entitlement to work these hours.**

6. Does a Work Assignment List letter carrier have the right to refuse to work beyond 12 hours in a day and/or 60 hours in a service week and not be subject to disciplinary action?

**Yes. The provisions of Article 8.5.G.3 apply to Work Assignment List letter carriers as well as those who sign one of the regular Overtime Desired Lists.**

7. How will equitability be tracked?

Equitability will be tracked separately by list as follows:

1) Regularly Scheduled Day List - equitability will be tracked only among those carriers who have signed up for the RSD list.

2) Non-Scheduled Day List - equitability will be tracked only among those carriers who have signed up for the NSD list.

8. Can letter carriers sign up for Work Assignment overtime as well as the non-scheduled day ODL?

**No. Employees cannot sign up for Work Assignment overtime and sign either of the regular Overtime Desired Lists. They have the option of:**

1) only signing up for Work Assignment;

2) signing either one of the regular Overtime Desired Lists; or

3) signing both regular Overtime Desired Lists.

9. If a full-time letter carrier who is on the Work Assignment List or the regularly scheduled day overtime desired list volunteers to work beyond 12 hours in a day and/or 60 hours in a service week, can they limit how much time they are volunteering to work, i.e. "I only volunteer for an additional hour"?

**Yes. The amount of time the letter carrier volunteers to work beyond 12 hours in a day and/or 60 hours in a service week is agreed upon between them and their supervisor.**

10. If a letter carrier volunteers to work beyond 12 hours in a day and/or 60 hours in a service week, can they later change their mind?

**Once the time is agreed upon and planned for, the expectation is that the letter carrier will complete the assigned work, barring an unanticipated circumstance (i.e. emergency or illness).**

11. Will there be a sign-up sheet for carriers who are volunteering to work beyond 12 hours in a day and/or 60 hours in a service week?

**No.**

12. Prior to forcing non-ODL letter carriers to work overtime, must the letter carriers who have only signed the non-scheduled day ODL be maxed out to 12 hours on their nonscheduled day?

**No. Letter carriers who only sign the non-scheduled day ODL are only volunteering to be available for overtime up to 8 hours.**

13. If ODL letter carriers volunteer to work beyond 12 hours in a day and/or 60 hours in a service week, must they be utilized for the volunteered amount of time prior to requiring those who are not on the ODL to work overtime?



**No. Article 8.5.G states that 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. Volunteering to work beyond 12 hours in a day and/or 60 hours in a service week does not change this requirement nor does it create any entitlement or obligation to work beyond those hours.**

14. If ODL letter carriers work beyond 12 hours in a day and/or 60 hours in a service week, does that time count toward equitability?

**No. ODL letter carriers may volunteer to exceed 12 hours of work in a day or 60 hours of work in a service week, however those who do not volunteer shall not be subject to disciplinary action for terminating their tour of duty when the limits on hours are reached. Therefore, the hours worked in excess of 12/60 do not count toward equitability.**

The above jointly developed Q&A's provide the mutual understanding of the national parties on issues related to specific provisions of Article 8 of the 2023-2026 USPS/NALC National Agreement. Members can access the electronic version of the Q&As (M-02011 in NALC's Materials Reference System [MRS]) by visiting [nalc.org](http://nalc.org) and clicking the MRS Quicklink in the middle of the home page.

| Questions and Answers  |   |
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| Article 8  |   |
| The attached jointly developed document provides the mutual understanding of the national parties on issues related to specific provisions of Article 8 of the 2023-2026 USPS/NALC National Agreement. |   |
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| Vice President, Labor Relations  | President   |
| United States Postal Service   | National Association of Letter Carriers, AFL-CIO                                      |
| Date <u>July 10, 2025</u>  | Date <u>July 10, 2025</u>   |