

# Overtime equitability

**T**he equitable distribution of overtime hours and opportunities is an important benefit to the city letter carrier craft that ensures parity. Under Article 8 of the *National Agreement*, management is required to ensure that overtime hours, as well as the opportunities to work overtime, are kept equitable amongst those carriers on the same overtime desired list (ODL).

Article 8, Section 5.A defines the ODL and changes to this section resulting from the *2023 National Agreement* provided several additional options for full-time letter carriers to indicate their desire to work overtime. The provisions of Article 8, Section 5.A, including the changes highlighted in bold, are as follows:

A. Employees desiring to work overtime shall place their names on either **one or both** of the “Overtime Desired” lists **defined below** or the “Work Assignment” list during the two weeks prior to the start of the calendar quarter, and their names shall remain on the list until such time as they remove their names from the list. Employees may switch lists during the two weeks prior to the start of the calendar quarter, and the change will be effective beginning that new calendar quarter.

**1. Full-time letter carriers, including those on limited or light duty, may sign up for either one or both of the following regular Overtime Desired Lists:**

- **Employees desiring to work up to twelve (12) hours per day on their regularly scheduled day(s). Employees signing only this list are not on the Overtime Desired List on their non-scheduled day(s). However, employees signing both regular Overtime Desired Lists are eligible to work up to twelve (12) hours per day on their regularly scheduled day(s) and their non-scheduled day(s).**
- **Employees desiring to work eight (8) hours per day on their non-scheduled days. Employees signing only this list are not on the Overtime Desired List on their regularly scheduled days or beyond eight (8) hours on their non-scheduled days. However, employees signing both regular Overtime Desired Lists are eligible to work up to twelve (12) hours per day on their regularly scheduled day(s) and their non-scheduled day(s).**

Prior to implementation of the *2023 National Agreement*, when letter carriers signed the ODL, they could be required to work up to 12 hours on both their scheduled and non-scheduled days. Under the current contract, letter carriers who wish to be on the ODL can now elect to volunteer to work up to 12 hours on their scheduled days only, or they can volunteer to work overtime up to eight hours only on their non-

scheduled days. If they desire to do both, they can elect to volunteer for both by signing both ODLs.

Letter carriers who select to work up to 12 hours on their scheduled days only are available to work up to the daily limitations on each of their regularly scheduled days. On their non-scheduled days, they are treated like other letter carriers who are not on the ODL. For letter carriers who select to work overtime only on their non-scheduled days, they are available to work eight hours of overtime on each of their non-scheduled days. On their regularly scheduled days and beyond eight hours on their non-scheduled days, they are the same as non-ODL letter carriers. If a letter carrier chooses to sign both ODLs, they are volunteering to work up to 12 hours per day on both their scheduled and non-scheduled days, in essence the same as the ODL that had been in place for many years.

When there is a need for overtime, employees from the ODL will be selected to complete the work as explained in Article 8, Section 5.C.2:

- a. When during the quarter the need for overtime arises, employees with the necessary skills having listed their names will be selected from the “Overtime Desired” list.

This section also contains the provisions regarding overtime equitability. Overtime equitability applies only to carriers who have placed their names on the ODL. The changes to how the ODLs are structured mentioned above affects the way equitability is now determined. Changes to Article 8, Section 5.C.2.b, highlighted in bold, make it clear that letter carriers who have signed the same ODL must be equitable with each other by stating the following:

- b. During the quarter every effort will be made to distribute equitably the opportunities for overtime amongst those **employees on the same** “Overtime Desired” list.

In accordance with Article 8, Section 5.C.2.b, an ODL carrier who has elected to work up to 12 hours on their scheduled days must only be equitable with other ODL carriers who have signed the same list. However, an ODL carrier who has elected to work up to 12 hours on their scheduled days only is not considered to be on the same list as an ODL carrier who has elected to work overtime up to eight hours on their non-scheduled day only. The two ODL carriers in this example would not be provided with the same opportunities for overtime work based on the ODL they chose to sign at the beginning of the quarter; therefore, there would be no requirement to distribute overtime equitably between the two.

**To distribute overtime hours and opportunities equitably**, there needs to be a record or system to monitor  
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# Overtime equitability (continued)

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the distribution. Article 8, Section 5.C.2.c explains:

c. In order to **ensure** equitable opportunities for overtime, overtime hours worked and opportunities offered will be posted and updated weekly.

Although the above provision is a requirement for management, many branches and shop stewards have discovered that the best way to prevent inequitable overtime distribution is to regularly review the posting and alert management to opportunities to improve the distribution. Heading off the problem avoids depriving letter carriers of their rights and the need to file a grievance at the end of the quarter. Efforts to fix the problem can also be used as evidence to support a remedy where management does not make appropriate corrections to distribute the overtime equitably.

Methods to calculate the inequitable distribution of overtime vary and may depend on the circumstances. Shop stewards who are unsure what constitutes equitability in their section or installation should consult with their branch president or national business agent as necessary for guidance.

Prior to the *2016 National Agreement*, the only overtime that was counted when determining equitability was the time an ODL carrier worked in excess of eight hours off of their bid assignment or all work on a non-scheduled day. This provision made determining equitability more difficult. This language was changed in the *2016 National Agreement* to count all hours worked, whether on or off a letter carrier's regular assignment on a regularly scheduled day. All overtime worked on a non-scheduled day continues to be counted as it was prior to 2016. The requirement to count all overtime is found in Article 8, Section 5.C.2.e, which states:

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.

The *2025 Joint Contract Administration Manual (JCAM)* explains that the number of hours of overtime as well as the number of opportunities for overtime must be considered. Missed opportunities for overtime must be made up for in the quarter. Page 8-13 of the *JCAM* states:

Missed opportunities for overtime—i.e. one ODL carrier worked instead of another—must be made up for with equitable distribution of overtime during the quarter unless the bypassed carrier was not available—i.e. the carrier was on leave or working overtime on his/her own route on a regularly scheduled day, etc.

Article 8, Section 5.C.2.f clarifies how work on holidays or designated holidays is counted, stating:

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.

Full-time flexible (FTF) employees can complicate equitability, as they may have flexible reporting locations within an installation. When an FTF letter carrier works in the same overtime section for the entire quarter, determining their equitability is straightforward and the same as other ODL carriers. However, if the FTF works in multiple overtime sections during the quarter, only the share of overtime from the time they sign the ODL in the new section will be considered. Page 8-13 of the *JCAM* explains that FTFs will not be moved to circumvent their equitability rights, stating:

However, full-time flexible employees will not be moved to another overtime section solely to circumvent the provisions of Article 8.5.C above.

**Although the rules governing the distribution of overtime to letter carriers on the ODL are straightforward, management will often fail to keep these carriers equitable during the quarter. When this occurs, letter carriers who were not kept equitable are entitled to a remedy for the violation. The appropriate remedy for violations of Article 8, Sections 5.C.2.a-c was established by National Arbitrator Howard Gamser in case NC-S-5426, April 3, 1979. According to Arbitrator Gamser's award, management must either pay the letter carrier who was not equitable during the quarter or offer a make-up opportunity during the next quarter. The explanation of Arbitrator Gamser's award is found on page 8-14 of the *JCAM*, which states in part:**

The Postal Service must pay employees deprived of equitable opportunities for the overtime hours they did not work only if management's failure to comply with its contractual obligations under Article 8.5.C.2 shows 'a willful disregard or defiance of the contractual provision, a deliberate attempt to grant disparate or favorite treatment to an employee or group of employees, or caused a situation in which the equalizing opportunity could not be afforded within the next quarter.' In all other cases, Gamser held, the proper remedy is to provide 'an equalizing opportunity in the next immediate quarter, or pay a compensatory monetary award if this is not done...'

Determining the proper remedy requires an investigation into the specific facts of the case and applying Arbitrator Gamser's award. A copy of Arbitrator Gamser's award may be found in the Materials Reference System, which is available on the NALC website at [nalc.org/mrs](http://nalc.org/mrs).

**Equitable distribution of overtime protects letter carriers, but it must be monitored and maintained to be effective. Thanks to all the shop stewards and branch officers who play a role in enforcing the *National Agreement*.**