JOINT STATEMENT ON OVERTIME BETWEEN THE UNITED STATES POSTAL SERVICE AND THE NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO

This Joint Statement on Overtime represents the parties' consensus on those commonly encountered situations where a uniform application of overtime procedure is required. This Joint Statement is restricted to those issues specifically set forth herein, but may from time to time be amended to add or refine additional overtime issues jointly identified by the parties.

Signing Overtime Lists

Carriers may sign an Overtime Desired List (OTDL) only during the two week period prior to the start of each calendar quarter.

An exception exists for letter carriers on military leave during the sign up period. They are permitted to sign the OTDL upon return to work.

Unless local memoranda provide otherwise when a carrier bids or is transferring between units during a calendar quarter, he/she may sign the OTDL in the gaining unit, if he/she was on the OTDL in the losing unit.

Full-time regular letter carriers, including those on limited or light duty, may sign up for either the regular Overtime Desired List (10 or 12 hour) or the "work assignment" overtime, but not both.

Whether or not an employee on limited or light duty is actually entitled to overtime depends upon his/her physical and/or mental limitations.

A letter carrier may request that his/her name be removed from an Overtime Desired List at any time during the quarter. However, management does not have to immediately honor the request if the employee is needed for overtime on the day the request is made.

Regular Overtime List

Letter carriers signing the Overtime Desired List who prefer to work in excess of 10 hours on a scheduled day up to the maximum of 12 hours on a scheduled day should indicate their preference on the list.

A letter carrier who signs the regular Overtime Desired List is obligated to work overtime when requested. However, Article 8, Section 5.E., provides that employees on the OTDL may be excused from working overtime in exceptional cases.

Work Assignment

"Work assignment" overtime was established by a memorandum of understanding dated May 28, 1985.

Full-time carriers signing up for "work assignment" overtime are to be considered available for up to 12 hours per day on regularly scheduled days. However, the parties recognize that it is normally in their best interests not to require employees to work beyond 10 hours per day, and managers should not require "work assignment" volunteers to work beyond 10 hours unless there is no equally prompt and efficient way to have the work performed.

Signing up for the work assignment overtime does not create any entitlement or obligation to work overtime on a non-scheduled day.

T-6 or utility letter carriers would be considered available for overtime on any of the routes on their string.

Reserve letter carriers and unassigned regulars are considered available for overtime on the assignment they are working on a given day.

Management may use an employee from the regular OTDL to work regular overtime to avoid paying penalty pay to a carrier who has signed for work assignment overtime; further management may assign any other carrier to perform the work at the straight time rate.

Overtime Distribution

The Overtime Desired Lists control the distribution of overtime only among full-time regular letter carriers. Management may assign overtime to a PTFS or casual employees rather than to full-time regular employees who are either signed up for "work assignment" overtime or OTDL.

The OTDL is not used when scheduling for holiday coverage.

Overtime opportunities for carriers on the regular OTDL are not distributed by seniority or on a rotating basis. Nor is a carrier on the regular OTDL ever entitled to any specific overtime, even if it occurs on his/her own route.

Rather, Article 8, Section 5.C.2.b, requires that overtime opportunities must be equitably distributed during the quarter. Accordingly, whether or not overtime opportunities have been equitably distributed can only be determined on a quarterly basis. In determining equitability consideration must be given to total hours as well as the number of opportunities.



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Management may require letter carriers on the regular Overtime Desired List to work overtime occurring on their own route on a regularly scheduled day. Overtime worked by carriers on their own route, on a regularly scheduled day is not considered in determining whether overtime opportunities have been equitably distributed. This situation is controlled by Article 8, Section 5.C.2.d, and the prearbitration settlement of H8N-5D-C 18624, July 1, 1982, which states in relevant part.

- Overtime worked by a letter carrier on the employee's own route on one of the employee's regularly scheduled days is not counted as an "overtime opportunity" for the purposes of administration of the Overtime Desired List.
- 2) Overtime that is concurrent with (occurs during the same time as) overtime worked by a letter carrier on the employee's own route on one of the employee's regularly scheduled days is not counted as an "opportunity missed" for the purposes of administration of the Overtime Desired List.

Mandatory Overtime

The "letter carrier paragraph" of the 1984 Overtime memorandum obligates management to seek to use auxiliary assistance, when available, rather than requiring a regular letter carrier not on the Overtime Desired List to work overtime on his/her own assignment on a regular scheduled day.

When full-time regular employees not on the Overtime Desired List are needed to work overtime on other than their own assignment, or on a non-scheduled day, Article 8, Section 5.D, requires that they be forced on a rotating basis beginning with the junior employee. In such circumstances management may, but is not required to seek volunteers from non-OTDL employees.

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DATE