

## Overtime

### Signing Lists

Did Management violate Article 8, Section 5.A. of the National Agreement and the Joint Statement on Overtime when they allowed Letter Carrier \_\_\_\_\_ to sign the Overtime Desired List after the start of the quarter, and if so, what should the remedy be?

Did Management violate Article 8, Section 5.A. of the National Agreement and the Joint Statement on Overtime when they allowed Letter Carrier \_\_\_\_\_ to change to a different Overtime Desired List after the start of the quarter, and if so, what should the remedy be?

- **PTF's are not allowed to sign the OTDL when they are converted to full-time status in the middle of the quarter. They have to wait until the next quarter to get on the OTDL.**
- **No Letter Carrier is allowed to change which overtime list they are on in the middle of the quarter: For instance, a Letter Carrier can't switch from the 12 hour OTDL to the 10 hour OTDL, or from the 12 hour OTDL to the Work Assignment OTDL in the middle of the quarter.**
- **The only exception made in this area is when you have a Letter Carrier who was on Military Leave during the sign up period (two weeks before the start of a new quarter).**

### Using Non-OTDL Letter Carriers to Work Overtime

Did Management violate Article 8, Section 5.C.2.a of the National Agreement when they utilized non-OTDL Letter Carrier \_\_\_\_\_ to work overtime on \_\_ (Date) \_\_ when there were OTDL Letter Carriers available to perform this work, and if so, what should the remedy be?

- **It is advisable to seek a Cease and Desist remedy to begin with. After securing a Cease and Desist, you should consider requesting a remedy that compensates both the Letter Carrier who was on the OTDL and denied the opportunity to work overtime, and the Letter Carrier who was improperly required to work overtime.**

### **Bringing in Letter Carriers from a Different Office to Work Overtime**

Did Management violate Article 8, Section 5.B of the National Agreement when they worked Letter Carrier \_\_\_\_\_ (who is on the OTDL at (Haysland) Station) 8 hours of overtime at the (Downtown) Station when there were Letter Carriers on the OTDL at the (Downtown) Station available to perform this work, and if so what should the remedy be?

- **This kind of case should be filed when they bring in someone from a different office or station to work overtime when there are Letter Carriers on the OTDL in your station who are available to perform this work.**
- **This kind of case should not be filed when the alternative to bringing in someone from a different office or station to work overtime is to work Letter Carriers in your station overtime who are not on the OTDL.**

### **Guarantees When Working Overtime on a Non-Scheduled Day**

Did Management violate Article 8, Section 8.B. of the National Agreement when they failed to work Letter Carrier \_\_\_\_\_ 8 hours (or pay in lieu thereof) when he/she worked his/her non-scheduled day on (Date), and if so, what should the remedy be?

- **Letter Carriers don't have the right, or the ability to waive this guarantee unless they have an emergency situation. Simply filling out a Leave Slip to waive this guarantee is not sufficient. You should see to it that Letter Carriers either receive 8 hours work or pay when they come in on their off day.**

### **Quarterly Overtime**

Did Management violate Article 8, Section 5.C.2.b of the National Agreement and the Joint Statement on Overtime when they failed to distribute overtime opportunities and hours on an equitable basis among the Letter Carriers on the Overtime Desired List at the \_\_\_\_\_ Station during the \_\_\_\_\_ quarter of (year), and if so, what should the remedy be?

Did Management violate Article 8, Section 5.C.2.c of the National Agreement when they failed to post the overtime hours worked by, and opportunities offered to the Letter Carriers on the Overtime Desired List at the \_\_\_\_\_ Station at the end of the \_\_\_\_\_ quarter of (year), and if so, what should the remedy be?

- **Keep in mind that according to the National Agreement, Management is obligated to distribute overtime equitably, as opposed to the word evenly over the course of the quarter.**

- **Therefore, consideration must be given to both the number of opportunities to work overtime and the total number of hours of OTDL overtime worked by those Letter Carriers on the Regular Overtime List.**
- **You should seek to prove that the Letter Carrier(s) you allege were shorted during a particular quarter were available to work overtime that was assigned to another Letter Carrier on certain days during the quarter.**
- **The best source to locate this proof can be found by reviewing the day-by-day overtime tracking sheet.**

### **Work Assignment Overtime**

Did Management violate Article 8, Section 5.C.2.a of the National Agreement, the Work Assignment Overtime MOU, and the Joint Statement on Overtime when they utilized Work Assignment OTDL Letter Carrier \_\_\_\_\_ to work overtime on his/her non-scheduled day on \_\_(Date)\_\_, and if so, what should the remedy be?

- **Letter Carriers who sign the Work Assignment (own route) OTDL have no entitlement to work overtime on their non-scheduled day. They are to be treated the same as a non-OTDL Letter Carrier when it comes to working on their off days.**

Did Management violate Article 8, Section 5.C.2.a of the National Agreement, the Work Assignment Overtime MOU, and the Joint Statement on Overtime when they utilized Work Assignment OTDL Letter Carrier \_\_\_\_\_ to work overtime on an assignment other than his/her own on \_\_(Date)\_\_ when Letter Carrier(s) \_\_\_\_\_ were available to perform this work, and if so, what should the remedy be?

- **Letter Carriers who sign the Work Assignment (own route) OTDL have no entitlement to work overtime on an assignment other than their own on their scheduled days. They are to be treated the same as a non-OTDL Letter Carrier when it comes to working on assignments other than their own on their scheduled days.**

Did Management violate Article 8, Section 5.C.2.a of the National Agreement, the Work Assignment Overtime MOU, and the Joint Statement on Overtime when they failed to utilize Work Assignment OTDL Letter Carrier \_\_\_\_\_ to work overtime on Route \_\_\_\_\_ on \_\_(Date)\_\_, and if so, what should the remedy be?

- **This issue should be used when Management assigns someone on the OTDL to work the overtime on a Work Assignment (own route) OTDL Letter Carrier's route on their regularly scheduled day where the work performed could have been performed in less than 10 hours.**

- **Keep in mind that Management has the right to utilize a PTF, Casual, or TE Letter Carrier to perform this work in either a “straight time” or “overtime” status.**
- **Management also has the right to use any Regular Letter Carrier to perform this work in a “straight time” status (no overtime used), regardless of whether or not they are on any OTDL or not.**

Did Management violate Article 8, Section 5.C.2.a of the National Agreement, the Work Assignment Overtime MOU, and the Joint Statement on Overtime when they failed to utilize Work Assignment OTDL Letter Carrier Technician \_\_\_\_\_ to work overtime on Route \_\_\_\_\_ on \_\_\_(Date)\_\_\_, and if so, what should the remedy be?

- **The main thing to keep in mind here is that all 5 Routes that make up a T-6 swing are considered to be part of his/her work assignment.**
- **This type of case should be filed in the following situation:**

**You have a T-6 who signs the Work Assignment OTDL. On a given day, he/she doesn’t work 10 hours. It turns out that there is overtime available on another route on the T-6’s string other than the route the T-6 is assigned. The Letter Carrier on the Route where the overtime is available is on the Regular OTDL. In this situation, the T-6 is both entitled to, and obligated to work this overtime.**

- **If the Letter Carrier on the Route where the overtime is available is also on the Work Assignment OTDL, then the T-6 is not entitled to perform this overtime work. The same is true if the Letter Carrier on the Route where the overtime is available is a PTF or a Casual Letter Carrier.**

**\*Minimum Documents for any Overtime Grievance**

1. A Copy of the Overtime Desired List. **\*You should always get a copy of the OTDL sign up sheet at the start of each quarter.**
2. Copies of the ETC Clock Rings for the Letter Carrier(s) who worked overtime that shouldn’t have worked overtime on the day(s) in question.
3. Copies of the ETC Clock Rings for the Letter Carrier(s) who didn’t work overtime, but should have worked the overtime on the day(s) in question.
4. For Quarterly Overtime cases, you also must have a copy of the “Overtime Tracking Sheet” for the quarter.