

National Arbitrator Mittenthal ruled in H4N-NA-C-21, April 11, 1986 (C-05860), that an employee on the ODL does not have the option of accepting or refusing work over eight hours on a non-scheduled day, work over six days in a service week or overtime on more than four of the five scheduled days in a service week; instead an employee on the ODL must be required to work up to 12 hours in a day and 60 hours in a week before management may require employees not on the ODL to work overtime. Arbitrator Mittenthal's award does not extend to situations involving a letter carrier working on his or her own route on a regularly scheduled day (See the discussion under 8.5.C.2.d and 8.5.G).

8.5.G

G. 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. Employees on the "Overtime Desired" list:

1. may be required to work up to twelve (12) hours in a day and sixty (60) hours in a service week (subject to payment of penalty overtime pay set forth in Section 4.D for contravention of Section 5.F); and
2. excluding December, shall be limited to no more than twelve (12) hours of work in a day and no more than sixty (60) hours of work in a service week.

However, the Employer is not required to utilize employees on the "Overtime Desired" list at the penalty overtime rate if qualified employees on the "Overtime Desired" list who are not yet entitled to penalty overtime are available for the overtime assignment.

[see Memos and Letter of Intent, pages **168-175**]

These Memos and Letter of Intent are located in the JCAM, starting on page 8-26.

Article 8.5.G provides that employees on the ODL may be required to work up to 12 hours per day and 60 hours per week. It further provides that the 12-hour and 60-hour restrictions do not apply to employees on the ODL during the penalty overtime exclusion period (December). Accordingly, management may, but is not required to, assign ODL Letter Carriers to work in excess of the Article 8.5.G limits during the penalty overtime exclusion period (December).

Employees Desiring Up to 10 Hours Per Day. The 1984 Overtime Memorandum states, in part: "Normally, employees on the overtime desired list who don't want to work more than 10 hours a day or 56 hours a week shall not be required to do so as long as employees who do want to work more than 10 hours a day or 56 hours a week are available to do the needed work without exceeding the 12-hour and 60-hour limitations." (The complete text of this memorandum is reprinted at the end of this Article.) The parties have agreed that an asterisk may be used on the ODL to distinguish between those who wish to work more than ten hours and those who do not.

Maximum Hours—60 Hour Limit. National Arbitrator Mittenthal ruled in H4N-NA-C 21 “Fourth Issue,” June 9, 1986 (C-06238) that the 12-hour and 60-hour limits are absolutes—a full-time employee may neither volunteer nor be required to work beyond those limits. This rule applies to all full-time employees on the ODL or Work Assignment List except during the Penalty Overtime Exclusion Period (December).

Limitations regarding full-time employees not on the ODL or Work Assignment List, PTFs, and CCAs are governed by ELM Section 432.32. ELM Section 432.32 rules apply during the penalty overtime exclusion period (December). (Step 4, E94N-4E-C 96031540, February 25, 1998, M-01272).

The 12/60 limitations are inclusive of all hours, including any type of leave taken, consistent with the 20-hour overtime limit (see M-00859 below).

Accordingly, holiday leave pay is credited toward the 12/60 limitation. Additionally, if an employee works on a holiday for which holiday leave is paid, those hours worked in excess of the holiday leave hours paid would also count toward the 12/60 limit (Step 4, I90N-4I-C-94023487, June 9, 1994, M-01180).

In H4N-NA-C 21 “Third Issue,” September 11, 1987 (C-07323) Arbitrator Mittenthal ruled that an employee sent home in the middle of a scheduled day, because of the bar against employees working more than 60 hours in a service week, is entitled to be paid for the remainder of his or her scheduled day.

On October 19, 1988 the national parties signed the following Memorandum of Understanding (M-00859):

The parties agree that with the exception of December, full-time employees are prohibited from working more than 12 hours in a single work day or 60 hours within a service week. In those limited instances where this provision is or has been violated and a timely grievance filed, full-time employees will be compensated at an additional premium of 50 percent of the base hourly straight time rate for those hours worked beyond the 12 or 60 hour limitation. The employment of this remedy shall not be construed as an agreement by the parties that the Employer may exceed the 12 and 60 hour limitation with impunity.

As a means of facilitating the foregoing, the parties agree that excluding December, once a full-time employee reaches 20 hours of overtime within a service week, the employee is no longer available for any additional overtime work. Furthermore, the employee’s tour of duty shall be terminated once he or she reaches the 60th hour of work, in accordance with Arbitrator Mittenthal’s National Level Arbitration Award on this issue, dated September 11, 1987, in case numbers H4N-NA-C 21 (3rd issue) and H4C-NA-C 27 (C-07323).

National Arbitrator Snow held in A90N-4A-C 94042668, November 30, 1998 (C-18926) that the Memorandum of Understanding above (M-00859) provides the exclusive remedy for violations of the 12 and 60 hour work limits in Article 8.5.G.2.

Article 8.5.G Violations During a Service Week. The remedy of 50 percent of the base hourly straight-time rate provided in the Memorandum above applies for each hour worked in excess of twelve on a service day (excluding the penalty overtime exclusion period [December]) by a full-time employee. The remedy of 50 percent of the base hourly straight-time rate also applies for each hour worked by a full-time employee in excess of the sixty during the same service week (excluding the penalty overtime exclusion period [December]) in which the full-time employee has exceeded twelve hours in a service day. For example, if during the same service week a full-time employee worked 14 hours on Monday and ended up with 62 hours for the week on Friday, four hours would have been worked in violation of the Article 8.5.G restrictions. The appropriate remedy in this example would be four hours of pay at 50 percent of the base hourly straight-time rate—two for Monday and two for Friday. In this example, the carrier should have been instructed to clock off and go home on Friday when the sixtieth hour was reached. The employee would then be paid any applicable guarantee time for the remainder of the service day.

In those circumstances where the same work hours of a full-time employee simultaneously violate both the twelve hour and sixty hour limits, only a single remedy of 50 percent of the base hourly straight-time rate is applied. For example, if a full-time employee worked 14 hours on Friday, resulting in a 62 hour workweek, only two hours would have been worked in violation of the Article 8.5.G restrictions. The appropriate remedy in this example would be two hours of pay at 50 percent of the base hourly straight time rate (Step 4, J94N-4J-C 99050117, September 6, 2001, M-01445).

Maximum Hours—12 Hour Limit. The overtime limits in Article 8.5.G apply only to full-time regular and full-time flexible employees. However, ELM Section 432.32 provides the following rule that applies to all employees:

Except as designated in labor agreements for bargaining unit employees or in emergency situations as determined by the PMG (or designee), employees may not be required to work more than 12 hours in 1 service day. In addition, the total hours of daily service, including scheduled work hours, overtime, and mealtime, may not be extended over a period longer than 12 consecutive hours. Postmasters, Postal Inspectors, and exempt employees are excluded from these provisions. (Emphasis added)

Because this language limits total daily service hours, including work and mealtime, to 12 hours, all letter carriers not on the ODL or Work Assignment List (including PTFs and CCAs) are effectively limited to 11½ hours per service day. This is true whether or not a meal break is taken. This rule also applies during the penalty overtime exclusion period (December).

However, the ELM also permits the collective bargaining agreement to create exceptions to this general rule.

The only exception to this rule in the NALC National Agreement is for full-time employees on the ODL or Work Assignment List who, in accordance with Article 8.5.G, “may be required to work up to twelve hours in a day.” Since work, within the meaning of Article 8.5.G does not include mealtime, the total hours of daily service for carriers on the ODL may extend over a period of 12½ consecutive hours. This exception does not apply to full-time employees who are not on the ODL or Work Assignment List.

The Work Assignment List. The Work Assignment List is distinct from the regular ODL discussed in Article 8.5.C.2. It was established by a Letter of Intent dated May 28, 1985. The full text of the Work Assignment Agreement is reprinted at the end of this article.

The Work Assignment List was established for full-time letter carriers who only want to work overtime on their own assignment on regularly scheduled days. Signing up for the Work Assignment overtime does not create any entitlement or obligation to work overtime on a non-scheduled day. For purposes of overtime on a non-scheduled day or on other than their own assignment, carriers on the Work Assignment List are treated exactly the same as any other full-time carriers not on the ODL—They may only be required to work overtime under the provisions of Article 8.5.D.

Full-time letter carriers who sign the Work Assignment List are considered to be available for up to 12 hours per day on regularly scheduled days. However, the Work Assignment Agreement recognizes that it is normally in the parties’ 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.”

Management may assign an employee from the regular ODL to work regular overtime to avoid paying penalty pay to a carrier who has signed for Work Assignment overtime. This exception does not apply during the penalty overtime exclusion period (December) when penalty overtime is not paid. Management may always assign another carrier to perform the work at the straight-time rate rather than assigning overtime to a carrier on the Work Assignment List. Management may also assign

PTFs and CCAs at the straight-time or overtime rate (up to the ELM limitations).

Reserve letter carriers and unassigned regulars on the Work Assignment List are considered available for overtime on the specific route they are assigned on a given day.

Carrier Technicians on the Work Assignment List are considered available for overtime on any of the routes on their string. Subject to the penalty overtime exceptions discussed above, this provision should be applied as follows:

- A Carrier Technician who has signed for Work Assignment overtime has both a right and an obligation to work any overtime that occurs on any of the five component routes on a regularly scheduled day.
- When overtime is required on the regularly scheduled day of the route of a carrier who is on the ODL and whose Carrier Technician is on the Work Assignment List, the Carrier Technician is entitled to work the overtime.
- When overtime is required on the regularly scheduled day of the route of a carrier who is on the Work Assignment List and whose Carrier Technician is also on the Work Assignment List, the regular carrier on the route is entitled to work the overtime.

8.6 **Section 6. Sunday Premium Payment**

Each employee whose regular work schedule includes a period of service, any part of which is within the period commencing at midnight Saturday and ending at midnight Sunday, shall be paid extra compensation at the rate of 25 percent of the employee's base hourly rate of compensation for each hour of work performed during that period of service. An employee's regularly scheduled reporting time shall not be changed on Saturday or Sunday solely to avoid the payment of Sunday premium payment.

Sunday Premium Payment. A carrier who works on a Sunday or any work period that falls partly on a Sunday, receives Sunday premium pay—an extra 25 percent of the base hourly straight-time rate. The no pyramiding provisions of Article 8.4.F apply to the Sunday premium.

An eligible employee who is scheduled by management to work and does work on a non-overtime basis on a Sunday, even if the employee was scheduled on Sunday pursuant to a request for a temporary schedule change for personal convenience, is entitled to Sunday premium pay under Article 8.6 of the National Agreement (National Arbitrator Das, H7C-4S-C 29885, April 15, 2005, C-30878).

CCAs do not receive Sunday premium pay as defined in Article 8.6 of the National Agreement.