

Stand-by. PTFs and CCAs may not be required to remain on stand by or remain at home for a call-in on days they are not scheduled to work.

Breaks. PTFs and CCAs receive the same rest breaks as full-time letter carriers when they work eight hours or more in a service day. When PTFs and CCAs work only a portion of a day (less than eight hours) they receive one rest break if the employee works less than six hours and two rest breaks if the employee works six hours or more.

Overtime—PTFs and CCAs. The overtime rate provisions of Article 8.4.B regarding work in excess of 8 hours in a service day or 40 hours in a service week do apply to PTFs and CCAs—as well as all bargaining unit employees (Article 8.4.B).

8.4

Section 4. Overtime Work

A. Overtime pay is to be paid at the rate of one and one-half (1½) times the base hourly straight time rate.

(The preceding paragraph, Article 8.4.A., shall apply to City Carrier Assistant Employees.)

B. Overtime shall be paid to employees for work performed only after eight (8) hours on duty in any one service day or forty (40) hours in any one service week. Nothing in this Section shall be construed by the parties or any reviewing authority to deny the payment of overtime to employees for time worked outside of their regularly scheduled work week at the request of the Employer.

(The preceding paragraph, Article 8.4.B., shall apply to City Carrier Assistant Employees.)

C. Penalty overtime pay is to be paid at the rate of two (2) times the base hourly straight time rate. Penalty overtime pay will not be paid for any hours worked in the month of December.

(The preceding paragraph, Article 8.4.C., shall apply to City Carrier Assistant Employees.)

Postal Overtime. All bargaining unit employees are paid postal overtime for time spent in a pay status in excess of 8 hours in a service day and/or in excess of 40 hours in a service week. Hours in pay status include hours of actual work and hours of paid leave.

Postal Overtime Pay Rate. The contractual overtime rate of pay is one and one-half times the base straight-time rate. The overtime rate for PTFs is the same as the overtime rate for full-time regular employees in the same step and grade. This rate is slightly less than one and one-half times the PTF base straight-time hourly rate. This is a consequence of PTFs receiving a slightly higher regular straight-time hourly rate than full-time regulars in order to compensate them for not receiving paid holidays (Article 11.7).

FLSA Overtime. Totally independent of the contract are those provisions of the federal Fair Labor Standards Act governing overtime for all

bargaining-unit employees who actually work more than 40 hours during the employee's FLSA work week. The FLSA overtime rate is one and one-half times the employee's regular rate of pay for all hours of actual work in excess of 40 hours in the FLSA work week.

The regular rate of pay is computed by adding the employee's total compensation (including night differential, Sunday premium, territorial COLA and higher-level pay, and excluding pay for leave hours, contract overtime pay, out-of-schedule premium pay, and penalty overtime pay) for all hours actually worked (excluding paid leave hours but including steward's duty time and time off authorized under the 7.01 rule) during the FLSA work week and then dividing the dollar total by the number of hours the employee actually worked during the FLSA work week. Detailed FLSA overtime regulations can be found in ELM Section 443.

Because certain pay premiums are included in the calculation of the FLSA overtime rate, an employee may receive a higher rate of pay for FLSA overtime than for postal overtime.

Penalty Overtime Rate. The penalty overtime rate is two times the employee's base straight-time hourly rate. Article 8.4.E provides that, excluding December, PTFs and CCAs are paid at the penalty overtime rate for all work in excess of ten hours in a service day or fifty-six hours in a service week. Article 8.4.D provides that full-time regular employees will be paid at the penalty overtime rate for any overtime work in contravention of the restrictions in Article 8.5.F. For the purposes of the application of Article 8, Sections 4 and 5 of the National Agreement, "December" consists of four consecutive service weeks which are identified each year in the Postal Bulletin and are hereafter referred to as the penalty overtime exclusion period (December).

Out-of-Schedule Premium. Article 8.4.B refers to the out-of-schedule premium provisions contained in ELM Section 434.6. They provide that out-of-schedule premium is paid at the postal overtime rate to eligible full-time bargaining unit employees for time worked outside of, and instead of, their regularly scheduled workday or workweek when employees work on a temporary schedule at the request of management.

Only full-time regular and full-time flexible letter carriers may receive out-of-schedule pay. However, this rule does not preclude part-time employees from receiving a monetary remedy for contractual scheduling violations when warranted by fact circumstances (e.g. violations of Article 41.2.B.4). A full-time flexible employee's regular schedule for the purpose of this provision is the schedule established on the preceding Wednesday (Article 7).

An employee does not receive out-of-schedule pay when his or her schedule is changed to provide limited or light duty (National Arbitrator Gamser, N8-NA-0003, March 12, 1980, C-03212), when the employ-

ee is attending a recognized training session, or when the employee is allowed to make up time due to tardiness in reporting for duty (ELM Section 434.622).

Note also that letter carriers who fill temporarily vacant Carrier Technician positions under the provisions of Article 25 assume the hours of the vacancy as provided by the prearbitration settlement H8N-3P-C 32705, January 27, 1982, (M-00431), which states:

Details of anticipated duration of one week (five working days within seven calendar days) or longer to temporarily vacant Carrier Technician positions shall be filled per Article 25, 1981 National Agreement. When such temporary details involve a schedule change for the detailed employee, that employee will assume the hours of the vacancy without obligation to the employer for out-of-schedule overtime.

Rules for Out-of-Schedule Premium. In the letter carrier craft the out-of-schedule premium provisions are applicable only in cases where management has given advance notice of the change of schedule by Wednesday of the preceding service week. In all other cases a full-time employee is entitled to work the hours of his or her regular schedule or receive pay in lieu thereof and the regular overtime rules apply—not the out-of-schedule premium rules.

- If notice of a temporary change is given to a full-time employee by Wednesday of the preceding service week, even if this change is revised later, management has the right to limit the employee's work hours to the hours of the revised schedule and out-of-schedule premium is paid for those hours worked outside of, and instead of, his or her regular schedule.
- If notice of a temporary schedule change is not given to a full-time employee by Wednesday of the preceding service week, the employee is entitled to work her or his regular schedule and the out-of-schedule provisions do not apply. In this case any hours worked in addition to the employee's regular schedule are not considered out-of-schedule premium hours. Instead, they are paid as overtime hours worked in excess of 8 hours per service day or 40 hours per service week.

Out-of-schedule premium hours cannot exceed the unworked portion of the full-time employee's regular schedule. If employees work their full regular schedule, then any additional hours worked are not instead of their regular schedule and are not considered as out-of-schedule premium hours. Any hours worked which result in paid hours in excess of 8 hours per service day or 40 hours per service week are paid at the overtime rate.

Out-of-Schedule Premium - Daily Schedule Examples

Example Number	Hours Worked	Total Hours Worked	Premium Hours	Straight Time Hours	Overtime Hours
1*	8:00 am-4:30 pm	8	0	8	0
2	6:00 am-2:30 pm	8	2	6	0
3	6:00 am-3:30 pm	9	1	7	1
4	6:00 am-4:30 pm	10	0	8	2

* Original, permanent schedule

Daily Schedule Examples. The following examples, which refer to the chart above, illustrate the out-of-schedule premium rules.

- **Example 1.** This is the employee's original, permanent schedule of 8:00 a.m.—4:30 p.m. and an 8-hour workday. The employee receives 8 hours of straight-time pay.
- **Example 2.** For examples 2 through 4, the employee has received advance notice by Wednesday of the preceding service week of a schedule change to 6:00 a.m.-2:30 p.m. In this example the employee works the revised schedule's hours only, and receives two hours of out-of-schedule premium for the hours 6:00-8:00 a.m., which were worked outside of and instead of the regular schedule.
- **Example 3.** The employee works the revised schedule plus one additional hour. The employee receives one hour of out-of-schedule premium pay, because of time worked outside of and instead of his or her regular schedule. However, out-of-schedule premium hours cannot exceed the unworked hours of the employee's permanent schedule (there is only one such hour here), so the extra work hour is paid as contract overtime rather than out-of-schedule premium.
- **Example 4.** In this example the employee works the revised schedule plus two hours of overtime. Two hours of postal overtime are paid but no out-of-schedule premium, because the employee has worked his or her full, permanent schedule.

Weekly Schedule Example. For example, an employee's regular schedule is Monday through Friday and she is given timely notice of a temporary schedule change to Sunday through Thursday, with the same daily work hours. She works 8 hours per day Sunday through Thursday. The hours worked on Sunday are out-of-schedule premium hours provided they are worked instead of the employee's regularly scheduled hours on Friday. However, if the employee also works her regular schedule on Friday, then there can be no out-of-schedule premium hours. The employee is paid overtime for the hours worked in excess of 40 during the service week.

Voluntary Schedule Changes. There may be situations in which full-time employees wish to have their regular schedules temporarily

changed for their own convenience. Out-of-schedule premium is not paid when a change in a full-time employee's schedule meets all three of the following criteria:

1. The requested change in schedule is for the personal convenience of the employee—not for the convenience of management. Note: Arbitrator Gamser held in case AB-C-341 (C-00161) that management is not relieved of the obligation to pay out-of-schedule premium by informing employees who volunteered for higher level assignments that such assignments would be considered to be “at the request of the employee.” Additionally, Arbitrator Mittenthal determined in case A8-W-939, January 27, 1982 (C-00580), that acting supervisors (204b), or the “employee supervisors” in the grievances before him were “entitled to the out-of schedule premium during their details as temporary supervisors.” He based his decision both on an October 10, 1975 Postal Service directive which authorized the payment of out-of-schedule premium to acting supervisors, and the four year practice of following that directive prior to the NLRB decision which management believed supported a change in that policy.
2. The employee has signed a PS Form 3189, Request for Temporary Schedule Change for Personal Convenience.
3. Management and the union's representative (normally the certified steward in the employee's work location) agree to the change and both sign the PS Form 3189.

8.4.D D. Penalty overtime pay will be paid to full-time regular employees for any overtime work in contravention of the restrictions in Section 5.F.

Penalty Overtime Entitlement of Full-time Employees. Excluding the penalty overtime exclusion period (December), a full-time employee receives penalty overtime pay at two times the base straight-time rate (Article 8.4.C) for work beyond the limits stated in Article 8.5.F, which are:

- Overtime worked on more than four of the employee's five scheduled days in a service week;
- Work over ten hours on a regularly scheduled day;
- Work over eight hours on a non-scheduled day; or
- Work over six days in a service week.

This provision applies only to full-time regular and full-time flexible employees.

8.4.E E. Excluding December, part-time flexible employees will receive penalty overtime pay for all work in excess of ten (10) hours in a service day or fifty-six (56) hours in a service week.
(The preceding paragraph, Article 8.4.E., shall apply to City Carrier Assistant Employees.)

Penalty Overtime for Other Employees. Excluding the penalty overtime exclusion period (December), Article 8.4.E requires the payment of penalty overtime at two times the base straight-time rate (Article 8.4.C) for all work beyond ten hours in a service day or 56 hours in a service week. Article 8.4.E applies to PTFs and CCAs. Part-Time Regulars are in the same category as PTFs for penalty overtime purposes.

8.4.F

F. Wherever two or more overtime or premium rates may appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the employee's applicable rates shall apply.

(The preceding paragraph, Article 8.4.F., shall apply to City Carrier Assistant Employees.)

No Pyramiding of Overtime Rates. Because Article 8.4.F prohibits the pyramiding or adding together of overtime and premium rates, it generally results in a ceiling on postal overtime of two times the employee's base rate—the penalty overtime rate, which is the highest premium pay rate. However, night shift differential (Article 8.7) is added to overtime premium rates because the night shift differential is not a premium for the purpose of this section. Employees receiving Christmas Work Pay (Article 11.4.B) also receive applicable night differential and Sunday premiums (ELM Exhibit 434.8).

8.5

Section 5. Overtime Assignments

When needed, overtime work for regular full-time employees shall be scheduled among qualified employees doing similar work in the work location where the employees regularly work in accordance with the following:

Overtime Assignment Rules Apply to Full-time Employees. The introduction to Article 8.5 clarifies that its provisions as a whole apply only to full-time regular or full-time flexible employees who are needed to work overtime. This provision does not require management to use a full-time employee desiring to work overtime in preference to a PTF or a CCA working overtime.

Management normally has the right to assign overtime work to full-time employees rather than to a PTF or CCA. An exception to this general principle is management's requirement to provide auxiliary assistance (See JCAM pages 8-14 through 8-15) before requiring letter carriers not on the ODL or Work Assignment List to work overtime on their own route on a regularly scheduled day. This exception is explained following Article 8.5.C.2.d under the heading, Implementing Memorandum on Letter Carrier Paragraph.

Acting Supervisors. An acting supervisor (204b) may not be assigned bargaining-unit overtime in lieu of a bargaining-unit employee. The

scheduled days. It is not the intent of the parties to create a means to circumvent the scheduling provisions of Article 8. Employees on the ODL, if they desire, may advise their supervisor in writing of their availability to work on a non-scheduled day that is in conjunction with approved annual leave (Step 4, H1N-5H-C-18583, March 12, 1984, M-00492; Step 4, E94N-4E-C 98053676, October 22, 1998, M-01367).

Request for Temporary Schedule Change. The intent of submitting a PS Form 3189 which requests an earlier leaving time is to obtain approval for the employee to leave at that earlier time. Consequently, it is inappropriate for management to approve such a form and then require the employee to work post-tour overtime in other than an emergency situation. When a PS Form 3189 requesting an earlier leaving time is approved, the requesting employee will be passed over for any overtime worked on that day as being unavailable. Thus, no grievances may be filed if employees with an approved PS Form 3189 are passed over. Likewise, no grievances will be filed on behalf of employees required to work overtime as a result of passing over an employee with an approved PS Form 3189 (Step 4, H7N-3W-C 36013, May 25, 1992, M-01079).

Overtime and Holiday Scheduling. Much of what is often considered "overtime" worked by full-time employees on their holiday or designated holiday is not overtime. Rather it is Holiday Worked Pay or Holiday Scheduling Premium. The only work that is contractually overtime for full-time employees working on a holiday or designated holidays is work beyond eight hours in a day (ELM Section 434.53). Furthermore, work up to eight hours on a non-scheduled day assigned under the provisions of Article 11.6 is not considered in determining equitability. This is because the employees assigned the overtime in such situations are not selected from the ODL under the provisions of Article 8.5.C.2.a. Rather, they are selected under the provisions of Article 11.6 and any applicable LMOU provisions.

The provisions of Article 11 only apply to scheduling full-time employees to work eight hours on their holiday, designated holiday, or non-scheduled day. The provisions of Article 8 apply to scheduling work beyond eight hours on those days. Therefore, only work over eight hours on a non-scheduled day, holiday, or designated holiday scheduled under the provisions of Article 11.6 is considered and counted toward determining equitability at the end of the quarter. National Arbitrator Mittenthal held in H4N-NA-C 21 (2nd Issue), January 19, 1987 (C-06775) that a regular employee who volunteers to work on a holiday or designated holiday has only volunteered to work eight hours. A regular volunteer cannot work beyond the eight hours without supervision first exhausting the ODL.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO**

Re: City Carrier Assistants - Temporary Assignments to Other Post Offices

The parties agree to the following regarding the temporary assignment of city carrier assistants (CCAs) outside their employing post office (installation) to another post office (installation):

1. CCAs will normally work in their employing post office but may be assigned to work in another post office in the local travel area (Handbook F-15, Section 7-1.1.1.1) within the same district on an occasional basis (the assignment may be for a partial day or several consecutive days, depending on local circumstances). Sunday CCA work assignments are not subject to the occasional basis limitation.
2. Temporary assignments must otherwise be consistent with the National Agreement (e.g. assigning CCAs to work outside their employing office may not violate Article 7 1.C.4 in the temporary office or the letter carrier paragraph in the employing office).
3. Management will schedule CCAs to work in other post offices in advance of the reporting date whenever practicable.
4. When the need arises to temporarily assign CCAs outside their employing post office, management will, to the extent practicable, use volunteer CCAs from the delivery unit providing assistance as long as the volunteers will be in a similar pay status (e.g. straight-time rate, regular overtime rate, penalty overtime rate). If sufficient volunteers are not found, CCAs from the delivery unit providing assistance will be temporarily assigned to the other installation in reverse relative standing order whenever practicable as long as the junior CCAs are in a similar pay status.
5. CCAs who are required or volunteer to work outside their employing office may receive payment for mileage for the difference between their residence and employing office provided the difference is greater (Handbook F-15, Section 7-1.1.1.2.d).

The procedures outlined above are effective on December 7, 2013; however, either party may terminate this agreement by providing 30 days written notice to the other party. This agreement is reached without prejudice to the position of either party in this or any other matter and may only be cited to enforce its terms.

Date: December 5, 2013

8.5.D

8.5.D If the voluntary "Overtime Desired" list does not provide sufficient qualified people, qualified full-time regular employees not on the list may be required to work overtime on a rotating basis with the first opportunity assigned to the junior employee.

Mandatory Overtime. One purpose of the ODL is to excuse full-time carriers not wishing to work overtime from having to work overtime. Before requiring a non-ODL carrier to work overtime on a non-scheduled day or off his/her own assignment on a regularly scheduled day, management must seek to use a carrier from the ODL, even if the ODL

carrier would be working penalty overtime. However, if the ODL does not provide sufficient qualified full-time regulars for required overtime, Article 8.5.D permits management to move off the list and require non-ODL carriers to work overtime on a rotating basis starting with the junior employee. This rotation begins with the junior employee at the beginning of each calendar quarter. Absent an LMOU provision to the contrary, employees who are absent on a regularly scheduled day (e.g. sick leave or annual leave) when it is necessary to use non-ODL employees on overtime will be passed over in the rotation until the next time their name comes up in the regular rotation.

Management may seek non-ODL volunteers rather than selecting non-volunteers on the basis of juniority. Normally, carriers not on the ODL may not grieve the fact that they were not selected to work overtime.

The provisions of Article 8.5.D do not apply in the case of full-time letter carriers working on their own assignment on a regularly scheduled day. That situation is governed by Article 8.5.C.2.d as amended by the letter carrier paragraph above.

- 8.5.E** 8.5.E Exceptions to C and D above if requested by the employee may be approved by local management in exceptional cases based on equity (e.g., anniversaries, birthdays, illness, deaths).

Exceptional Situations May Excuse Mandatory Overtime. This language is intended to serve as a guideline for local management in excusing employees from overtime work because of exceptional situations. Consequently, the four examples listed in the parentheses are illustrative of the kinds of cases to which management should give full consideration in excusing employees from overtime. However, as Arbitrator Sylvester Garrett held in NC-C-7933, January 8, 1979 (C-03226), that Article 8.5.E “reflects an intent to confer relatively broad discretion on local management to excuse employees from overtime work for any one of a number of legitimate reasons ‘based on equity’.”

- 8.5.F** F. Excluding December, no full-time regular employee will be required to work overtime on more than four (4) of the employee’s five (5) scheduled days in a service week or work over ten (10) hours on a regularly scheduled day, over eight (8) hours on a non-scheduled day, or over six (6) days in a service week.

Article 8.5.F applies to both full-time regular and full-time flexible employees. The only two exceptions to the work hour limits provided for in this section are for all full-time employees during the penalty overtime exclusion period (December) and for full-time employees on the ODL during any month of the year (Article 8.5.G). Both work and paid leave hours are considered “work” for the purposes of the administration of Article 8.5.F and 8.5.G.

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 Mittenenthal 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 Mittenenthal 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 Mittenenthal’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.

8.7 Section 7. Night Shift Differential

For time worked between the hours of 6:00 p.m. and 6:00 a.m., career employees shall be paid additional compensation at the applicable flat dollar amount at each pay grade and step in accordance with Appendix A attached hereto.

(The preceding paragraph, Article 8.7, shall apply to City Carrier Assistant Employees.)

Night shift differential. The no pyramiding provisions of Article 8.4.F do not apply to the night shift differential because the night shift differential is not considered a premium under Article 8.4.F.

CCAs do receive night shift differential pay as defined in Article 8.7 of the National Agreement.

8.8.A Section 8. Guarantees

A. An employee called in outside the employee's regular work schedule shall be guaranteed a minimum of four (4) consecutive hours of work or pay in lieu thereof where less than four (4) hours of work is available. Such guaranteed minimum shall not apply to an employee called in who continues working on into the employee's regularly scheduled shift.

Regular Schedule Employee Call-in Guarantees. Article 8.8.A applies to full-time regular, full-time flexible, and PTFs (Step 4, H8N-3W-C 26065, May 27, 1981, M-00575). Full-time and part-time regular employees called in outside of the employee's regular work schedule but on a regularly scheduled workday will be guaranteed four consecutive hours of work (or pay in lieu of work). This guarantee does not apply when the employee continues to work into the employee's regular scheduled shift. Although full-time flexible employees do not have permanent regular schedules, they must be assigned weekly schedules by Wednesday of the prior week (Article 7). This is considered their schedule for the purpose of administering the guarantee provisions of Article 8, Sections 8.A and B.

When an employee completes a scheduled tour, clocks out, and then is notified to clock in and resume working, that is considered a call back. All bargaining unit employees are guaranteed 4 hours work or pay if called back to work on a day when they have completed their assignments and clocked out. This guarantee is applicable to any size office.

8.8.B B. When a full-time regular employee is called in on the employee's non-scheduled day, the employee will be guaranteed eight hours work or pay in lieu thereof.

Pay Guarantee For Full-Time Employee on Non-Scheduled Day.
A full-time regular or full-time flexible employee called in on a non-

scheduled day is guaranteed 8 hours of work (or pay in lieu thereof). This guarantee also applies on a holiday or designated holiday.

8.8.C

C. The Employer will guarantee all employees at least four (4) hours work or pay on any day they are requested or scheduled to work in a post office or facility with 200 or more workyears of employment per year. All employees at other post offices and facilities will be guaranteed two (2) hours work or pay when requested or scheduled to work.

PTF Employee Call-In Guarantees. Article 8.8.C, applies only to PTFs (National Arbitrator Mittenthal, H4N-NA-C 21, September 11, 1987, C-07323).

- A PTF requested or scheduled to work in a post office or facility with 200 or more workyears of employment is guaranteed four hours of work (or pay in lieu of work). If branch officers need to determine if their post office has 200 or more workyears of employment, they should contact their national business agent.
- A PTF requested or scheduled to work in a post office or facility with fewer than 200 workyears of employment is guaranteed two hours of work (or pay in lieu of work).
- ELM Section 432.62 further provides that a PTF who is called back to work on a day the employee has completed an assignment and clocked out is guaranteed four hours of work or pay regardless of the size of the office.
- National Arbitrator Britton held in H1N-3U-C-28621, December 13, 1988 (C-08530) that the two or four hour guarantee provided for in Article 8.8.C does not apply to PTFs who are initially scheduled to work, but called at home and directed not to report to work prior to leaving for work.
- **Split Shifts.** When PTFs work a split shift or are called back, the following rules apply (Step 4, H8N-1N-C 23559, January 27, 1982, M-00224):
 - 1) When a PTF is notified prior to clocking out that he or she should return within two hours, this will be considered as a split shift and no new guarantee applies.
 - 2) When a PTF, prior to clocking out, is told to return after two hours:
 - The employee must receive the applicable guarantee of two or four hours work or pay for the first shift, and;
 - The employee must be given another minimum guarantee of two hours work or pay for the second shift. This guarantee is applicable to any size office.

- 3) All PTFs who complete their assignment, clock out and leave the premises regardless of intervals between shifts, are guaranteed four hours of pay if called back to work. This guarantee is applicable to any size office.

8.8.D D. Any CCA employee who is scheduled to work and who reports to work in a post office or facility with 200 or more workyears of employment shall be guaranteed four (4) hours of work or pay. CCAs at other post offices and facilities will be guaranteed two (2) hours work or pay.

CCA Call-in Guarantees. CCAs employed in post offices and facilities with 200 or more workyears of employment have a four hour work guarantee and CCAs employed in all other post offices have a two hour work guarantee.

- **Split Shifts—CCAs.** The parties have agreed to the following rules for CCA work hour guarantees when there is a gap between two periods of work:
 1. When a CCA is notified prior to clocking out that he/she should return within two hours, it is considered a split shift and no new work hour guarantee applies.
 2. When a CCA is notified prior to clocking out that he/she is to return after two hours, the CCA must be given another work hour guarantee pursuant to Article 8.8 (two or four hours depending on the office size).

Waiving guarantees. The Step 4 settlement H4N-2D-C 40885, November 14, 1988 (M-00879) provides that "Management may not solicit employees to work less than their call-in guarantee, nor may employees be scheduled to work if they are not available to work the entire guarantee. However, an employee may waive a guarantee in case of illness or personal emergency." This procedure is addressed in the ELM Section 432.63.

8.9 Section 9. Wash-Up Time

Installation heads shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials. The amount of wash-up time granted each employee shall be subject to the grievance procedure.

(The preceding paragraph, Article 8.9, shall apply to City Carrier Assistant Employees.)

Wash-Up Time. Article 8.9 establishes a general obligation, enforceable through the grievance procedure, for installation heads to grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials.