

No, It is not necessarily “your” overtime.

With peak season just around the corner, there is a wave of overtime opportunities just over the horizon. There is a lot of misconceptions about overtime distribution that I hear from carriers on a weekly basis from all stations nationally. Article 8 is a very complex subject that has been developed for a very long time with precise lenses, and as such, is a topic of much confusion. Thus, I think it’s the perfect time to break down a few common misconceptions. Just remember this is the way the contract is observed nationally and the break down would be absent any conflicting LMOU language.

First and foremost, **no letter carrier is entitled to any overtime in particular.** There may exist situational entitlement. Many carriers come to me with issues that “their” overtime has been taken from them by someone else, which is a realistic concern. Letter carriers must keep in mind that management always has the right to assign what would otherwise be overtime to Full Time Regulars at straight time, or CCAs and PTFs at any rate up to 11.5hrs per day. Additionally, there simply is no entitlement, for even among those on the overtime desired list there exists no nationally observed pecking order. Work can also be assigned to available light or limited duty carriers if it is within their current medical restrictions.

Which leads into the next point, **overtime is simply assigned.** It cannot be accepted nor denied, overtime is assigned by management in the fashion they see fit, and those on the overtime desired list must work what they’re assigned if exceptional circumstances do not exist. Absent any conflicting LMOU provisions, overtime is not assigned by seniority, nor is it assigned on a rotating basis to those on the overtime desired list.

The only pecking order that exists on this issue is **management’s expectation that they maximize the overtime desired list prior to forcing those not on the overtime desired list.** That means those of us who are on 10 and 12 hour designations must all work all the way to 12 hours prior to management forcing overtime onto carriers who are not on any overtime desired list. This is a very common violation, for management likes to consider factors we do not recognize as part of the equation, such as so called “windows of operation” and they like to have everyone back by a certain time. Here at Roseville alone violations of this nature have cost the service \$30k last year. If you see violations of this nature, it is advised you speak to your local steward and report this issue, this is a very problematic issue because forcing anyone beyond what they signed up for when its unnecessary is not what we stand for.

Lastly, although there is no established entitlement among the ODL, which may appear like an act of disparity in some cases, management does have one obligation to that regard. **They must make it equitably distributed within the quarter.** Violations of this nature tend to lead to management having to equalize the carrier for their inequitable hours next quarter or else pay the difference at the end of the second quarter. I’d like to note it is imperative to keep up with what overtime the union or management has been charging you daily, so as to verify that management is being truthful.

Ultimately, if you are still left uncertain about things and would like additional clarity, please put in time to speak to your branch stewards. Your 4374 stewards are well trained to enforce these rules, and use their expertise to file grievances every year to keep management in compliance with the contract.



-As always, in solidarity,
The Roseville Wrecking Ball