

## **Maximum work hour limits**

The remedy of 50% and/or Cease and Desist language is not deterring management from working carriers in excess of the work hour limits.

The repeat violations are creating conflict and are damaging to all City Carrier Assistants (CCAs) and PTFs forced to work beyond the 11.5 hours in a day.

To aid in this battle, please see the grievance starter below. For those offices who are filing continuous violation grievances, see below for additional remedies including to allow carriers the right to refuse work beyond the work hour limits without fear of discipline.

There is also an Interview Statement provided to ensure carriers detail the personal harm they are facing by repeatedly exceeding the work hour limits.

Management has failed to adequately staff many offices across the country and instead carriers are being worked beyond the limits agreed to on a consistent basis.

It is our hope that filing these grievances and applying Article 15 for non-compliance, will provide for suitable remedies to stop all future violations.

The 50% remedy intended to apply in only limited circumstances, however, in this case, the employer's violations of the controlling provision is ongoing and willful. The national parties contemplated compliance with the agreement and not defiance. The reckless behavior warrants and demands a greater remedy, to be measured on a case-by-case basis.

One such remedy is to allow the employee to go home when he/she hits the limit, as we wrote into our grievance settlement. Such employee should not be subject to discipline. Management should be required to notify the employees of their right to refuse work over the limit and that they cannot be disciplined for doing so.

## Local Grievance # \_\_\_\_\_

### ISSUE STATEMENT (Block #15 on PS Form 8190):

Did Management violate Section 432.32 of the Employee and Labor Relations Manual (ELM) via Article 19 of the National Agreement by working letter carriers beyond the maximum hours allowed in a service day on **[Date]** at the **[Station/Post Office]**, and if so, what should the remedy be?

### UNION FACTS AND CONTENTIONS (Block #17 on PS Form 8190):

#### Facts:

1. **[CCA/PTF]** Letter Carrier **[Name]** were required to work **[# of hours]** hours (excluding mealtime) in a service day on **[Date]**.

**[Repeat Fact #1 for each CCA/PTF who worked over 11.5 hours in a service day]**

2. These facts are verified by the Time and Attendance Collection System (TACS) Employee Everything Report (EER) for each letter carrier involved in this case. Copies of each letter carrier's EER are included in the case file.
3. Article 8 of the 2022 Joint Contract Administration Manual (JCAM) states in part beginning on page 8-20:

***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 postmaster general (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 workhours, overtime, **and mealtime**, may not be extended over a period longer than 12 consecutive hours. Postmasters 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 PTF's and CCA's) are effectively limited to 11 ½ 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)*

4. Section 432.32 of the Employee and Labor Relations Manual (ELM) states:

*Except as designated in labor agreements for bargaining unit employees or in emergency situations as determined by the postmaster general (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 workhours, overtime, and mealtime, may not be extended over a period longer than 12 consecutive hours. Postmasters and exempt employees are excluded from these provisions.*

## **Contentions:**

1. Article 8 explains CCAs and PTFs workhour limits are governed by ELM section 432. Management violated Section 432.32 of the ELM via Article 19 of the National Agreement by working CCAs/PTFs as listed above beyond 11.5 hours in a service day on **[Date]**.
2. Management's contractual violation(s) in this case has/have caused harm to the grievant(s). When letter carrier's rights are disregarded trust is eroded between employee and employer, resulting in an atmosphere of disrespect at the workplace. The union has included statements from the letter carriers forced to work in excess of the contractual limits to show the harm these violations have caused.

**Remedy (Block #19 on PS Form 8190):**

1. That management at the **[Station/Post Office]** cease and desist from future violations of the ELM Section 432.32 via Article 19 of the National Agreement.
2. Instruct management to immediately terminate the tour of duty of a letter carrier who reaches 11.5 hours in a service day.
3. That Letter Carrier(s) **[Name, Name, and Name]** each be compensated at an additional premium of 50% of the base hourly straight time rate for those hours worked beyond the 11.5 hour daily work hour limitations as follows:

**[List names and amounts]**

4. That all payments associated with this case be made as soon as administratively possible, but no later than 30 days from the date of settlement.
5. That proof of payment be provided to **[NALC Official]** upon payment, and/or any other remedy the Step B team or an arbitrator deems appropriate.

**Add the following issue statement, facts, contentions, and remedy request if we can prove the violation is repetitive/management makes the argument of remedies requested are improper:**

**Issue Statement:**

Did management violate Article 15, Section 3.A of the National Agreement along with policy letter M-01517 by failing to comply with the prior Step B decisions/local grievance settlements in the case file when they failed to terminate the employee's tour of duty once they reached the 11.5 daily work hour limits, and if so, what should the remedy be?

**Facts:**

1. Article 15, Section 3.A of the National Agreement states in relevant part:

*The parties expect that good faith observance, by their respective representatives, of the principles and procedures set forth above will result in resolution of substantially all grievances initiated hereunder at the lowest possible step and recognize their obligation to achieve that end.*

2. M-01517 states in part:

*Compliance with arbitration awards and grievance settlements is not optional. No manager or supervisor has the authority to ignore or override an arbitrator's award or a signed grievance settlement. Steps to comply with arbitration awards and grievance settlements should be taken in a timely manner to avoid the perception of non-compliance, and those steps should be documented.*

3. Included in the case file are **[Arbitration Awards/Step B decisions/local grievance settlements, etc.]** in which management was instructed/agreed to cease and desist violating Article 8, of the National Agreement and/or ELM Section 432.32 via Article 19 of the National Agreement.

**Contentions:**

1. Management violated Article 15, Section 3.A of the National Agreement and M-01517 by failing to abide by the previous Step B decisions/local grievance settlements in the case file. When management violates contractual provisions

despite being instructed/agreeing to cease and desist these violations, they have failed to bargain in good faith.

2. The Union contends that Management has had prior cease and desist directives to stop violating Article 8, of the National Agreement and/or ELM Section 432.32 via Article 19 of the National Agreement. The Union also contends that Management's actions are continuous, egregious and deliberate. The Union has included past decisions/settlements in the case file to support this point.
3. The dispute in this case centers not only on the violation(s) of the aforementioned articles, but also on the remedy for repeated, willful violations of the same contract provision(s), after prior grievances have been settled instructing management to comply with the provision(s). Management may assert there can be no other remedy than that which makes the affected employee(s) whole for demonstrated losses suffered as a result of the violation and the additional 50% compensation. The Union contends that non-monetary remedies and/or injunctive relief is allowed and appropriate where applicable.

Any argument from the Postal Service that the National Agreement does not provide for a remedy in the event of a violation of Article 8.5.F or ELM 432.32 must be rejected.

In case number WIN-SG-C 24783 (C-04543), Arbitrator W. Eaton opined:

*It is an ancient and accepted maxim of law in any form, be it common law, statutory law, or the law and practice of collective bargaining, that, "without a remedy, there is no right." The parties to the National Agreement did not fashion empty provisions, nor did they intend that violation of the rights therein provided should occur, or continue without impunity.*

United States Supreme Court-Steelworkers v Warrior & Gulf CO  
(Steelworkers Trilogy) on Page 4 states in part:

*An order to arbitrate the particular grievance should not be denied unless it may be said with positive assurance that the arbitration clause is not susceptible of an interpretation that covers the asserted dispute. Doubts should be resolved in favor of coverage.*

As National Arbitrator Gamser observed in Case No. NC-S-5426:

*" . . .to provide for an appropriate remedy for breaches of the terms of an agreement, even where no specific provision defining the nature of such remedy is to be found in the agreement, certainly is found within the inherent powers of the arbitrator."*

It is wholly appropriate to construct a non-compensatory remedy for a contract violation. Remedies can be something other than a monetary, such as a cease and desist. The non-monetary remedies are meant to set a path to avoid violations without paying money to the harmed individuals. However, management's established pattern of conduct demonstrates a willful and deliberate act of non-compliance with both the collective bargaining agreement and the aforementioned arbitration awards/prior settlements. The Service has refused to commit to, and adhere to, any non-monetary remedy. The additional 50% compensatory remedy was not intended to, nor does it provide for management to have an unfettered right to work carriers in excess of the maximum contractual hours. Furthermore, management may not act with impunity.

### **Remedy:**

1. That management cease and desist violating Article 15 of the National Agreement.
2. That carriers have the "right to refusal" when requested and/or instructed to work beyond the contractual maximum hours limitations.
3. That management shall inform all letter carriers at the installation in writing that they are permitted to clock out, without disciplinary consequence, when they reach a daily or weekly working hours limit, and provide a copy of the document including signatures of those present during the standup talk, to the Union.
4. That Letter Carrier(s) **[Name], [Name], and [Name]** each be paid a lump sum of \$100.00 as an incentive for future compliance, or any remedy the arbitrator deem appropriate to stop future similar violations.

Name \_\_\_\_\_ Cell # \_\_\_\_\_  
Station \_\_\_\_\_ Route # \_\_\_\_\_  
Date \_\_\_\_\_

CCAs and PTFs are being scheduled/required to work in excess of the work hour limits of 11.5 hours in a service day.

1. Are you a PTF or CCA? \_\_\_\_\_
2. Have you been scheduled/required to work beyond the 11.5 hour limit in a service day? \_\_\_\_\_ If yes, list date(s). \_\_\_\_\_
3. Is this the first time you have been scheduled to work beyond the work hour limits as you noted above? \_\_\_\_\_
4. If you were scheduled and required to exceed the above work hour limits, how has that affected you and/or your personal life? \_\_\_\_\_

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5. Do you have anything else to add? \_\_\_\_\_

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SIGN \_\_\_\_\_ DATE \_\_\_\_\_





## National Association of Letter Carriers Request for Information

To: \_\_\_\_\_  
(Manager/Supervisor)

Date \_\_\_\_\_

\_\_\_\_\_  
(Station/Post Office)

Manager/Supervisor \_\_\_\_\_,

Pursuant to Articles 17 and 31 of the National Agreement, I am requesting the following information to investigate a grievance concerning a violation of Article 8 of the National Agreement:

1. TACS Employee Everything reports for Carrier(s) **[Names]** from **[date]** through **[date]**.

I'm also requesting time to interview the following individuals:

1. **[Name]**
2. **[Name]**
3. **[Name]**

Your cooperation in this matter will be greatly appreciated. If you have any questions concerning this request, or if I may be of assistance to you in some other way, please feel free to contact me.

Sincerely,

\_\_\_\_\_ Request received by: \_\_\_\_\_

Shop Steward  
NALC

Date: \_\_\_\_\_



## National Association of Letter Carriers Request for Steward Time

To: \_\_\_\_\_  
(Manager/Supervisor)

Date \_\_\_\_\_

\_\_\_\_\_  
(Station/Post Office)

Manager/Supervisor \_\_\_\_\_,

Pursuant to Article 17 of the National Agreement, I am requesting the following steward time to investigate a grievance. I anticipate needing approximately \_\_\_\_\_ (hours/minutes) of steward time, which needs to be scheduled no later than \_\_\_\_\_ in order to ensure the timelines established in Article 15 are met. In the event more steward time is needed, I will inform you as soon as possible.

Your cooperation in this matter will be greatly appreciated. If you have any questions concerning this request, or if I may be of assistance to you in some other way, please feel free to contact me.

Sincerely,

\_\_\_\_\_  
Shop Steward  
NALC

Request received by: \_\_\_\_\_  
Date: \_\_\_\_\_