

NALC-USPS JOINT CONTRACT ADMINISTRATION MANUAL

December 2025 Edition

ARTICLE 8 VIOLATIONS REFERENCE GUIDE

Common Violations, Contract Language & Remedies

ARTICLE 8.1 & 8.2 - WORK WEEK AND SCHEDULES

Contract Language (Verbatim)

Section 1. Work Week: The work week for full-time regulars shall be forty (40) hours per week, eight (8) hours per day within ten (10) consecutive hours, provided, however, that in all offices with more than 100 full-time employees in the bargaining units the normal work week for full-time regular employees will be forty hours per week, eight hours per day within nine (9) consecutive hours.

Section 2.D: Full time employees who are not on an "Overtime Desired" list or on the Work Assignment list, shall not be required to work beyond eleven and a half (11.5) hours of work in a day or sixty (60) hours of work in a service week, and shall not be subject to disciplinary action for terminating their tour of duty when these limits on hours of work are reached.

VIOLATION TYPE	EXAMPLE SCENARIO	JCAM REMEDY
8-in-9 / 8-in-10 Violation Working carrier outside consecutive hour window	Carrier in 100+ BU office scheduled 7:00 AM start, given lunch at 9:30, returns at 10:00, works until 5:30 PM (10.5 consecutive hours instead of 9)	Pay overtime rate for all hours worked outside the 8-in-9 or 8-in-10 window. Settlement M-00206: "...shall be paid for the time involved at the applicable rate."
Non-ODL 11.5 Hour Violation Requiring non-ODL/non-WAL to work beyond 11.5 hours	Non-ODL carrier instructed to work 12.5 hours to complete route. Carrier may lawfully clock out at 11.5 hours without discipline.	Carrier cannot be disciplined for terminating tour at 11.5 hours. Grievance remedy: cease and desist; make whole any carrier who was disciplined or threatened with discipline.
Non-ODL 60-Hour Violation Requiring non-ODL/non-WAL to work beyond 60 hours/week	Non-ODL carrier already worked 58 hours Mon-Fri, forced to work 8 hours Saturday (66 total hours).	Pay 2.5x base rate for all hours over 60 per Art. 8.4.G. Carrier may lawfully refuse work beyond 60 hours without discipline.

ARTICLE 8.4 - OVERTIME PAY VIOLATIONS

Contract Language (Verbatim)

Section 4.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.

Section 4.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.

Section 4.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.

Section 4.G: For any hours worked beyond twelve (12) hours in a service day or sixty (60) hours in a service week the employee is to be paid at the rate of two and one-half (2 1/2) times the base hourly straight time rate.

VIOLATION TYPE	EXAMPLE SCENARIO	JCAM REMEDY
Failure to Pay Penalty OT FTR worked in violation of 8.5.F limits but not paid penalty rate	Full-time regular worked OT on 5 of 5 scheduled days but paid regular OT rate instead of penalty rate for the 5th day.	Payment at penalty overtime rate (2x base) for all hours worked in contravention of Article 8.5.F restrictions.
PTF/CCA 10-Hour Daily Penalty Violation	PTF worked 11 hours in a service day but was paid regular OT rate for hours 9-11 instead of penalty rate for hours 10-11.	Pay penalty overtime (2x base) for all hours in excess of 10 in a service day (excluding December).
PTF/CCA 56-Hour Weekly Penalty Violation	CCA worked 62 hours in a service week but was paid regular OT for hours 41-62 instead of penalty for hours 57-62.	Pay penalty overtime (2x base) for all hours in excess of 56 in a service week (excluding December).
12/60 Hour Premium Violation Failed to pay 2.5x rate	Carrier worked 13 hours in a day but was only paid 2x rate instead of 2.5x for the 13th hour.	Per Article 8.4.G: Pay 2.5x base hourly straight-time rate for all hours beyond 12/day or 60/week.

ARTICLE 8.5 - OVERTIME ASSIGNMENT VIOLATIONS

8.5.A - Overtime Desired Lists (Contract Language)

Employees desiring to work overtime shall place their names on either one or both of the "Overtime Desired" lists defined below or the "Work Assignment" list during the two weeks prior to the start of the calendar quarter, and their names shall remain on the list until such time as they remove their names from the list.

8.5.C.2 - Equitable Distribution (Contract Language)

When during the quarter the need for overtime arises, employees with the necessary skills having listed their names will be selected from the "Overtime Desired" list... Every effort will be made to distribute equitably the opportunities for overtime among those on the list.

VIOLATION TYPE	EXAMPLE SCENARIO	JCAM REMEDY
Overtime Equitability Violation Unequal OT distribution among ODL carriers	ODL Carrier A has 45 OT hours in quarter; ODL Carrier B in same section has only 15 hours. Management consistently bypassed Carrier B.	National Arbitrator Gamser (NC-S-5426, April 3, 1979): Management must either PAY the bypassed carrier for lost opportunity OR offer makeup overtime opportunity during next quarter.
Bypassing ODL Carrier	Management assigned OT to non-ODL carrier when ODL carrier in same section was available and had not worked 12 hours that day.	Pay bypassed ODL carrier for the overtime opportunity at the applicable rate they would have received.

8.5.F - Limits on Mandatory Overtime (Contract Language)

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.

VIOLATION TYPE	EXAMPLE SCENARIO	JCAM REMEDY
<p>5th Scheduled Day OT Violation</p> <p>Requiring OT on more than 4 of 5 scheduled days</p>	<p>Non-ODL carrier required to work OT Mon, Tue, Wed, Thu, AND Fri (all 5 scheduled days). The 5th day OT violates 8.5.F.</p>	<p>Per Article 8.4.D: Pay PENALTY overtime rate (2x base) for all overtime worked on the 5th day. Cease and desist.</p>
<p>Over 10 Hours on Scheduled Day</p>	<p>Non-ODL carrier required to work 11.5 hours on a regularly scheduled day.</p>	<p>Per Article 8.4.D: Pay PENALTY overtime rate (2x base) for all hours over 10 on regularly scheduled day.</p>
<p>Over 8 Hours on Non-Scheduled Day</p>	<p>Non-ODL carrier brought in on their N/S day and required to work 10 hours.</p>	<p>Per Article 8.4.D: Pay PENALTY overtime rate (2x base) for all hours over 8 on non-scheduled day.</p>
<p>7th Day Violation</p> <p>Requiring work over 6 days</p>	<p>Non-ODL carrier worked Mon-Sat and was required to also work Sunday (7 consecutive days).</p>	<p>Per Article 8.4.D: Pay PENALTY overtime rate (2x base) for all hours on the 7th day. Cease and desist.</p>

8.5.G - Non-ODL Mandatory Overtime (Contract Language)

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.

JCAM Interpretation: National Arbitrator Mittenenthal ruled in H4N-NA-C-21, April 11, 1986 (C-5860) 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; instead an employee on the ODL must be required to work up to twelve hours in a day and sixty hours in a week before management may require employees not on the ODL to work overtime.

VIOLATION TYPE	EXAMPLE SCENARIO	JCAM REMEDY
8.5.G Violation - Maxing ODL Forcing non-ODL when ODL not maxed	Non-ODL carrier forced to work 2 hours OT when ODL carrier in same section worked only 9 hours that day (not maxed to 12).	DUAL REMEDY: (1) Pay ODL carrier for 2 hours at applicable OT rate, AND (2) Pay non-ODL carrier additional 50% (or escalating remedy per local practice) for being improperly forced.
8.5.G - N/S Day Violation Forcing non-ODL on N/S day	Non-ODL carrier required to work on their non-scheduled day when ODL carriers were available and not working penalty OT.	JCAM p. 8-16: "Before requiring a non-ODL carrier to work overtime on a non-scheduled day off on his/her own assignment, management must seek to use a carrier from ODL, even if the ODL carrier would be working penalty overtime." Pay ODL for lost opportunity; pay non-ODL additional premium.
20-Hour Weekly OT Rule	Non-ODL forced when ODL carrier had only worked 18 hours of OT that week (not yet at 20 hours).	JCAM: "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." ODL must be worked to 20 OT hours before mandating non-ODL.

LETTER CARRIER PARAGRAPH VIOLATIONS

Contract Language (Verbatim) - Article 8.5.C.2.d

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.

Letter carriers not on the overtime desired list or work assignment list may be required to work overtime only if the overtime desired list does not provide sufficient qualified letter carriers to meet the overtime needs of the Employer on that day and in that delivery unit. [M-00859 - Letter Carrier Paragraph MOU]

JCAM Interpretation - Auxiliary Assistance: When a letter carrier working on his/her own assignment on a regularly scheduled day will be unable to complete that assignment within eight (8) hours, the letter carrier may be required to work overtime to complete the assignment if no auxiliary assistance, including CCAs, is available.

VIOLATION TYPE	EXAMPLE SCENARIO	JCAM REMEDY
Letter Carrier Paragraph - Own Route OT	Non-ODL carrier forced to work 1.5 hours OT on own route when CCA was available at straight-time, or ODL carrier was available at regular OT.	M-01833 Q&A #20: CCAs are auxiliary assistance. Management must use PTFs/CCAs at straight-time or regular OT rate BEFORE forcing non-ODL on own route. Pay ODL/CCA for lost work; pay non-ODL additional 50% (or escalating remedy).
Failure to Use Auxiliary Assistance	Non-ODL carrier with 8.5 hour route forced to work 30 minutes OT. Unassigned regular was available at straight-time to carry auxiliary.	Letter Carrier Paragraph requires management to seek auxiliary assistance before forcing non-ODL on own assignment. Pay unassigned regular for lost work; pay non-ODL additional premium.
Off-Assignment OT - Non-ODL	Non-ODL carrier required to work OT off their own assignment when ODL carriers were available and not maxed.	For off-assignment OT: Full 8.5.G applies. ODL must be maxed to 12/60 before non-ODL can be required to work OT off assignment. Dual remedy applies.

RELATED ARTICLES COMMONLY CITED IN ARTICLE 8 GRIEVANCES

Article 1.6 - Supervisors Performing Bargaining Unit Work

Supervisors are prohibited from performing bargaining unit work at post offices with 100 or more bargaining unit employees, except: (1) in an emergency; (2) for the purpose of training or instruction of employees; (3) to assure the proper operation of equipment; (4) to protect the safety of employees; or (5) to protect the property of the USPS.

VIOLATION TYPE	EXAMPLE SCENARIO	JCAM REMEDY
Supervisor Performing BU Work	Supervisor cased mail for 45 minutes while ODL carrier was available to work OT, or CCA was available at straight-time.	Settlement M-00206: "...the employee(s) whom management would have assigned the work, shall be paid for the time involved at the applicable rate." ODL carrier paid for 45 minutes at OT rate.
204B Performing BU Work	Acting supervisor (204B) cased routes and carried mail while on 204B detail, taking work from available bargaining unit employees.	JCAM: "An acting supervisor (204b) may not be used in lieu of a bargaining unit employee for the purpose of bargaining unit overtime." Pay affected carrier(s) for lost work hours at applicable rate.

Article 41.2.B - Opting (T-6 and Reserve Carriers)

When a vacancy in a letter carrier craft assignment exists or is anticipated to exist, the vacancy shall be posted within 10 days of the date it becomes a residual vacancy. The senior qualified bidder meeting the qualifications for the assignment shall be awarded the assignment...

VIOLATION TYPE	EXAMPLE SCENARIO	JCAM REMEDY
Denial of Opt Opportunity	Management assigned CCA to temporarily vacant route for 5+ days without allowing senior PTF/unassigned regular to opt for the hold-down.	Senior eligible employee paid for all hours they would have worked on the opted assignment, at applicable rate (including OT if assignment generated OT).

REMEDY SUMMARY - QUICK REFERENCE

VIOLATION CATEGORY	PRIMARY REMEDY	SOURCE
Equitability (8.5.C)	Pay for lost opportunity OR makeup OT next quarter	Gamser Award NC-S-5426
8.5.F Limits Exceeded	Penalty overtime rate (2x base)	Article 8.4.D
8.5.G Non-ODL Forced (ODL not maxed)	DUAL: Pay ODL for lost OT + Additional 50% to non-ODL (escalating)	JCAM 8-16 to 8-19
Letter Carrier Paragraph	Pay auxiliary who should have worked + premium to non-ODL	M-00859, M-01833
12/60 Hour Violation	2.5x base hourly rate	Article 8.4.G
PTF/CCA 10-hour or 56-hour	Penalty overtime rate (2x base)	Article 8.4.E
Supervisor BU Work	Pay to carrier(s) who would have been assigned work	M-00206
Out-of-Schedule (no Wednesday notice)	Employee works regular schedule OR receives OT pay	ELM 434.6, JCAM 8-5 to 8-7

ESCALATING REMEDIES NOTE: Many branches have negotiated escalating remedies for repeat violations (e.g., additional 50%, then 75%, then 100%, then 125% above OT already paid). Check local settlements and Step B decisions for your installation's established remedy history.

DECEMBER EXCLUSION: The penalty overtime exclusion period ("December") consists of four consecutive service weeks identified each year in the Postal Bulletin. During this period, Articles 8.4.D, 8.4.E, and 8.5.F restrictions on mandatory overtime do not apply.