

234.5 **Time Card Recording**

234.51 Timekeepers will record "nonbargaining rescheduling premium" in the OTHER PREM column of the timecard as shown on Exhibit 234.51. "Nonbargaining rescheduling premium" will be identified with the code "88."

Exhibit 234.51

Authorizing and Recording Nonbargaining Rescheduling Premium

This is an example of a properly completed timecard for an eligible nonbargaining employee who worked in a "nonbargaining rescheduling premium" pay status.

The employee's supervisor will write a memo telling the timekeeper that a given employee is entitled to "nonbargaining rescheduling premium" and paperclip the memo to the employee's timecard.

The timekeeper will extend the clock rings and enter the number of "nonbargaining rescheduling premium" hours in the OTHER PREM column and identify them with the code "88."

(If the employee were required to record four daily clock rings instead of just two, the procedures for entering "nonbargaining rescheduling premium" on the timecard are the same.)

INITIALS	DATE	DAY	OT	DL	EL	AL	OTHER PREM	NW	OT	CLOCK HOURS	DISALLOWED HOURS	WORK HOURS
							88-8.00			08AM 8.00		1650
												0800

234.52 The five-minute leeway rule applies to "nonbargaining rescheduling premium."

235 Penalty Overtime

235.1 **Definition**

235.11 Penalty overtime is a premium paid to eligible employees at the rate of two times the base hourly straight time rate for overtime work as specified in 235.12 and 235.13.

235.12 Full-time regular employees must receive penalty overtime pay for all overtime worked, including the following:

- a. More than 4 of the employee's 5 scheduled days in a service week.
- b. More than 10 hours on a regularly scheduled day.
- c. More than 8 hours on a nonscheduled day.
- d. More than 6 days in a service week.

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 over time 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 172-176]

These Memos and Letter of Intent are located in the *JCAM*, pages 8-28 through 8-30.

Article 8.5.G provides that employees on the Overtime Desired List may be required to work up to 12 hours per day and 60 hours per week. **It further provides that the 12 and 60 hour restrictions do not apply to employees on the Overtime Desired List during the month of December.**

time flexible and city carrier assistant employees. Part-time regular employees 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

the *Employee and Labor Relations Manual*.

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, part-time flexible and city carrier assistant employees 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.

Out-of-Schedule Premium. Article 8.4.B refers to the out-of-schedule premium provisions contained in the 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.

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. 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, **excluding December:**

- 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.

8.6

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).