

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

### Issue Statements (Block 15 of PS Form 8190)

1. Did Management violate Chapter 1 of Handbook M-39, *Management of Delivery Services* via Article 19 of the National Agreement in the **[Station/Post Office]** on **[date]** by instructing carriers to pull down their route(s) **[route #]**, without allowing Letter Carriers the opportunity to case small parcels and rolls (SPRs), and if so, what should the remedy be?
2. Did Management violate Chapter 2 of Handbook M-41, *City Delivery Carriers Duties and Responsibilities* via Article 19 of the National Agreement by not allowing the following Letter Carrier(s) **[name]** the opportunity to perform the proper handling of small parcels and rolls (SPRs), parcels, and/or odd-size articles on **[date]**, and if so, what should the remedy be?
3. Did management violate Article 15 of the National Agreement when they failed to abide by the Step 4 settlement in Case # H1N-3W-C20236 dated August 5, 1983 (M-00409) by not allowing the following Letter Carrier(s) **[name]** the opportunity to reverse a letter in the letter separation for parcels and/ or odd-size articles on **[date]**, and if so, what should the remedy be?

### Union Facts and Contentions (Block 17 of PS Form 8190):

#### Facts:

1. Letter Carrier(s) **[name]** delivered route(s) **[route #]** on **[date]**.
2. On **[date]**, Letter Carrier(s) **[name]** was/were not given the opportunity by Management to case SPRs into the carrier case before the route was pulled down for delivery.
3. On **[date]**, Letter Carrier(s) **[name]** was/were not given the opportunity to reverse a letter in the letter separation for a customer receiving a large parcel or odd-sized article which could not be routed in the letter separations, as a reminder when on the route that there is a large or odd-sized piece for customer, before the route was pulled down for delivery.

4. These facts are supported by **[carrier statements/interviews]** included in the case file.

5. Sections 111 and 121 of Handbook M-39 state in pertinent part:

*111.2. Daily Operations*

*d. Evaluate daily service rendered by the employees. Observe carriers to assure their performance of duties as outlined in Handbook M-41, City Delivery Carriers Duties and Responsibilities.*

*121.13 General*

*Letter mail is normally cased vertically; flat mail is cased horizontally. Presequenced flat mailings will be treated as a third bundle or collated. Small parcels and rolls are sorted with flats when practical. Odd shaped articles which cannot be cased are handled as separate pieces. Carriers are expected to sort mail to the proper separations correctly in one handling.*

*121.16 Flats and SPRs*

*When casing flats and small parcels and rolls (SPRs), the carrier stands directly in front of the flat case holding approximately 50 pieces (6 inches) in the left arm while distributing with the right hand.*

*121.17 Pulling Down Flats*

*After all flats and SPRs have been cased, the carrier will pull, sequence, and strap out the contents of one flat separation at a time. The carrier sequences flat mail by pulling down the contents of a separation and placing them to one side of the case ledge. Next, the top flat is placed in the middle of the ledge and the remaining flats are arranged in sequence on both sides of the first flat in the shape of a fan. Cased small parcels and rolls are fitted into the bundle after sequencing is completed.*

6. Section 225 of Handbook M-41 states in part:

*225.16 Sort stiff cardboard articles (X-ray pictures, etc.) and large newspapers and magazines on ledge, usually by relays; then route them in sequence of delivery. A letter may be reversed in the letter separation for a customer receiving a parcel or odd-sized article that cannot be routed in the flat separations. This will serve as a reminder when on the route that there is a large or odd-sized piece for the customer.*

*225.17 Route and strap separately quantity mailings of addressed merchandise samples and similar items, if these cannot fit in the case separations.*

7. The Step 4 settlement in Case # H1N-3W-C20236 dated August 5, 1983 (M-00409) states in relevant part:

*A carrier has the option of reversing a letter in the letter separation as a reminder of a parcel or odd-sized piece of mail for delivery. The word parcel in Section 225.16 of the M-41 concerns mail matter which cannot be routed into the flat or letter separations and does not include parcels weighing two pounds or more. Section 322.3 of the M-41 addresses parcels weighing two pounds or more and provides the method of reminding a carrier of the next parcel for delivery.*

8. The Step 4 settlement in Case # G94N-4G-C98024445 dated October 25, 1999 (M-01391) states in relevant part:

*As a result of our discussions, the parties agreed there is no dispute between the parties that Step 4 grievance settlements are precedential and binding, unless otherwise agreed between the national parties.*

9. Article 19 of the National Agreement states in relevant part:

*Those parts of all handbooks, manuals and published regulations of the Postal Service, that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall contain nothing that conflicts with this Agreement, and shall be continued in effect except that the Employer shall have the right to make changes that are not inconsistent with this Agreement and that are fair, reasonable, and equitable.*

10. JCAM page 19-1 states:

*Handbooks and Manuals. Article 19 provides that those postal handbook and manual provisions directly relating to wages, hours, or working conditions are enforceable as though they were part of the National Agreement. Changes to handbook and manual provisions directly relating to wages, hours, or working conditions may be made by management at the national level and may not be inconsistent with the National Agreement. A challenge that such changes are inconsistent with the National Agreement or are not fair, reasonable, or equitable may be made only by the NALC at the national level.*

## **Contentions:**

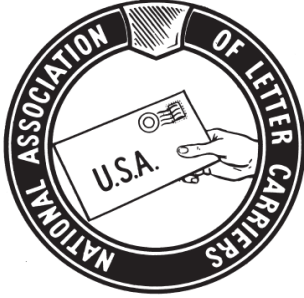
1. Management violated Chapter 2 of the M-41 and Chapter 1 of the M-39 via Article 19 of the National Agreement when Letter Carriers in the **[Station/Post Office]** were instructed to pull down routes for delivery before Letter Carrier(s)

**[name]** had the opportunity to perform the proper handling of small parcels and rolls (SPRs) as required by Handbook M-41 and Handbook M-39.

2. Management violated Chapter 2 of the M-41 and Chapter 1 of the M-39 via Article 19 of the National Agreement when carriers in the **[Station/Post Office]** were instructed to pull down routes for delivery before Letter Carrier(s) **[name]** had the opportunity to perform the proper handling of large parcels and odd-size articles.
3. Management violated Article 15 of the National Agreement when they failed to abide by the Step 4 settlement in Case # H1N-3W-C20236 dated August 5, 1983 (M-00409). In this case, the national parties agreed, the carrier has the option of turning a letter for a parcel or odd-shaped mail piece that cannot be routed in the letter or flat separation.
4. The union contends the Step 4 settlement in Case # G94N-4G-C98024445 dated October 25, 1999 (M-01391) memorializes the national parties' mutual agreement regarding Step 4 settlements. The language in this resolution is clear; Step 4 settlements are binding and precedent setting.
5. In the instant case, management is attempting to circumvent the language in M-00409 and gain through the grievance procedure what they could not gain through bargaining. The union contends that until such time as the national parties amend M-00409 or management amends the handbook language in accordance with Article 19 of the National Agreement, letter carriers in the **[Station/Post Office]** have the option of reversing a letter in the letter separation for parcels or odd-shaped pieces.

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

1. Management ceases and desist violating Chapter 2 of Handbook M-41 and Chapter 1 of Handbook M-39 via Article 19 of the National Agreement.
2. Management will immediately ensure, as required by Chapter 1 of Handbook M-39, the proper handling of SPRs, parcels, and odd-size articles as outlined in Chapter 2 of Handbook M-41.
3. Letter Carrier(s) **[name]** shall each be paid a lump sum of \$50.00 for each violation to serve as an incentive for future compliance.
4. All payments associated with this case be made as soon as administratively possible, but no later than, 30 days from the date of this agreement. Proof of payment be provided to **[NALC Official]** upon payment.



# National Association of Letter Carriers

## Request for Information

To: \_\_\_\_\_  
Manager/Supervisor

Date \_\_\_\_\_

\_\_\_\_\_  
Station/Post Office

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

Pursuant to Article 17 and 31 of the National Agreement, I am requesting the following information:

1. **Workhour/workload reports for the following date(s) \_\_\_\_\_.**

I am also requesting time to interview the following individuals:

1. **Letter Carrier(s) [name], [name], and [name].**
2. **Supervisor [name], Manager [name], Postmaster [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,

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

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

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