

Local Grievance # _____

Issue Statements (Block #15 on PS Form 8190):

1. Did management violate Chapter 2 of the M-39 Handbook and Chapter 9 of the M-41 Handbook via Article 19 of the National Agreement by improperly evaluating mail count and inspection data and implementing improper route adjustments in the **[Station/Post Office]**, and if so, what is the appropriate remedy?
2. Did management violate Article 15 of the National Agreement by failing to abide by the national level settlement (M-01661, Q01N-4Q-C 05022605) on Carrier Optimal Routing (COR) while making route adjustments in the **[Station/Post Office]**, and if so, what should the remedy be?

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

Facts:

1. Management conducted a 6-day mail count and inspection on Route(s) **[route #s]** at the **[Station/Post Office]** beginning on **[date]** and ending on **[date]**.
2. Management implemented route adjustments at the **[Station/Post Office]** on **[date]**.
3. Section 242.122 of the M-39 Handbook states:

242.122 The proper adjustment of carrier routes means an equitable and feasible division of the work among all of the carrier routes assigned to the office. All regular routes should consist of as nearly 8 hours daily work as possible.
4. Section 911.2 of the M-41 states:

911.2 The count of mail is used to gather and evaluate data to adjust routes fairly and equitably to insure that the workload for each route will be as near as possible to an 8-hour workday for the carrier.
5. Section 213.d of the M-39 states:

213 *Review and Analysis of Carrier Control Forms*
Three or four weeks prior to the scheduled period of formal mail counts and route inspections, an analysis should be made of:

d. *Form 1840-B, Carrier Time Card Analysis (see exhibit 213d (p. 1, 2, 3, and 4)).*

6. Section 242.3 of the M-39 Handbook sets forth the rules for selection of the weeks that will make up the 1840-B Time Card Analysis and for excluding days(s) that distort the final 1840-B street time average.
7. Section 221.11 of the M-39 states:

221.11 Schedule

The count of mail on all letter delivery routes, regular and auxiliary, must be for 6 consecutive delivery days on one-trip routes and for 5 consecutive delivery days, exclusive of Saturday, on two-trip routes or one-trip routes with abbreviated or no delivery on Saturday. It is not mandatory that mail counts begin on Saturday and continue through Friday so long as they are made on consecutive delivery days.

8. Section 222.214 of the M-39 provides the rules for the proper time allowances for Letter Carrier work in the office. (See Pages 102-108 of the M-39)
9. Section 241.3 of the M-39 provides the instructions for completing the PS Form 1840 and the proper use of the regular carrier's office and street times. (See Pages 131-134 of the M-39)
10. Section 241.32 and 241.33 of the M-39 explains that days the regular carrier does not carry the route are to be identified on PS Form 1840. These days are to be excluded when evaluating the route.

241.32 *The Inclusive Dates From: and To: columns on the extreme left must be completed to show the inclusive dates of the count period and under Day, each day of the week. Enter the letter R immediately to the left of the day on which the route was served by a replacement carrier, the letter T on the day the carrier technician T-6 served the route. Circle the day on which the route was inspected.*

241.33 *Bracket [] the time entries in columns A, B, C, D, and E for the days on which the route was served by a replacement carrier or carrier technician T-6 because these figures are to be excluded when entering the figures on the total line for columns A, B, C, D, and E.*

11. Section 241.35 of the M-39 provides that the regular carrier's time must be used. When auxiliary street assistance is provided the replacement carrier's street time is not used. The time it took the regular carrier to deliver the same portion of the route on the day of inspection is obtained from Form 3999.

12. Section 241.4 of the M-39 states:

241.4 Providing Carrier With Summary

A completed copy of the front of Form 1840 — reflecting totals and averages from Forms 1838, day of inspection data, route examiner's comments, and analysis of office work functions and actual time recordings — will be furnished the carrier at least 1 day in advance of consultation. Completed copies of Form 1838 will be given to the carrier at least 5 calendar days prior to consultation.

13. Section 923.1 of the M-41 states:

923 Providing Carrier With Summary

923.1 *A completed copy of the front of Form 1840, Carrier Delivery Route — Summary of Count and Inspection, reflecting totals and averages from Forms 1838, day of inspection data, examiner's comments, and analysis of office work functions and time recordings, will be furnished carrier at least 1 day in advance of consultation. Completed copies of Form 1838 will be given the carrier at least 5 calendar days prior to consultation.*

14. Section 242.32 of the M-39 states:

242.32 Street Time

242.321 *For evaluation and adjustment purposes, the base for determining the street time shall be either:*

- a. The average street time for the 7 weeks random timecard analysis and the week following the week of count and inspection; or*
- b. The average street time used during the week of count and inspection.*

242.322 *The manager will note by explanatory Comment on the reverse of Form 1840 or attachments thereto why the base street time allowance for the route was established at the time selected.*

The manager's selection of the street time allowance cannot be based on the sole criterion that the particular time selected was the lower.

15. Section 242.344 of the M-39 states

242.344 If during the route inspection, the supervisor notes that the letter carrier fails properly to finger mail or to take proper short cuts, and that those failures were sufficient enough to warrant a time adjustment for the route, a reinspection will be made after the letter carrier has been instructed regarding the proper procedures to be used. Every effort will be made to conduct such reinspection prior to the implementation of the adjustments in the delivery unit.

16. Section 242.345 of the M-39 states:

242.345 Any time adjustment to a carrier's base street time due to identified improper practices or operational changes (such as, but not limited to, the elimination of relay or park points, or travel pattern changes), must be documented by appropriate Comments on the reverse of Form 1840 or attachments thereto. Such adjustments must be discussed with the carrier at the time of consultation concerning the route evaluation. If the carrier, at the time of the consultation, notes the absence of such documentation in writing on the Form 1840 or attachment thereto, and initials and dates the Form 1840 or attachments thereto, and management does not supply such documentation within 1 week, with a copy to the carrier, the time adjustment shall be disallowed.

17. Section 242.347 of the M-39 states:

242.347 All time disallowances and related comments will be noted on Form 1840 or attachments thereto, and furnished the letter carrier at least 1 day prior to consultation.

18. Section 243.11 (c) of the M-39 states:

243.11 Unilateral Method

c. The postmaster or designee must consider the comments of the individual who inspected the route, consult with the manager of the delivery unit, and consider suggestions from the carrier serving the route.

19. The National Level Settlement on COR, Q01N-4Q-C 05022605, (M-01661) states:

The Carrier Optimal Routing (COR) process is a management tool to assist with the adjustment of letter carrier routes pursuant to Chapter 2 of Handbook M-39. No components of the COR program or application of the COR process will be inconsistent with the route inspection, evaluation, or adjustment process found in Chapter 2 of the M-39 Handbook.

Should the Postal Service develop COR for use in the minor route adjustment process, related components of the COR program or application of the COR process will be consistent with the specific minor route adjustment formula in Section 141.19 of Handbook M-39. Local parties that have established, by mutual agreement, an alternate route adjustment method may also use applications of COR consistent with their alternate route adjustment process.

To facilitate the practical application of this understanding, when transferring territory the back of the PS Form 1840 will indicate, by sector segment, any change in street credit from the actual street time used in sector-segment on PS Form 3999; including all relay, travel, allied time, etc. Any such adjustment to the carrier's actual street time must be documented and explained by appropriate comments on the reverse of PS Form 1840. Additionally, any time adjustment to the base street time, which must be selected pursuant to M-39 Section 242.321, will be documented and explained under the comments section on the reverse of PS Form 1840.

Travel To, Travel From, and Travel Within times must be validated, documented, and discussed during carrier consultation. The actual time should be taken from the Inspection PS Form 3999, unless a new pattern is created during the route adjustment process. If a new travel pattern has been created, the new times must be validated.

Notwithstanding any disputes regarding documentation of and/or justification for time adjustments made, the intent of the previous paragraph is for the letter carrier to be made aware of any proposed time adjustment to the carrier's base street time and/or to the street time of the territory being transferred. Time adjustments for territory being transferred will be by sector-segment, including all relay, allied, parcels, accountables, etc. Any time adjustment to a carrier's base street time must comply with the M-39 Section 242.345 through 242.347.

20. Section 243.232 (a) of the M-39 states:

243.232 To determine the territory to be transferred to or from any route, consider that:

- a. Scheme changes should be kept to a minimum and simplified where possible.*

Contentions:

1. Management violated Section 242.122 of the M-39 Handbook and Section 911.2 of the M-41 via Article 19 of the National Agreement by failing to adjust Route(s) **[route #(s)]** to as near eight hours work per day as possible.
2. Management violated Sections 222.214 of the M-39 Handbook via Article 19 of the National Agreement by failing to grant the proper line item time credit on PS Forms 1838-C and 1838 for line(s) **[line #s]** on Route(s) **[route #(s)]**.
3. Management excluded day(s)/time they should have included and/or included day(s)/time that should have been excluded when they completed PS Forms 1840-B at the **[Station/Post Office]**. These actions violated the intent of Sections 213.d and 242.3 of the M-39 Handbook. The end result is that the 1840-B street time credit given for the routes at the **[Station/Post Office]** is not representative of a "fair days work".
4. Management violated Section 221.11 of the M-39 Handbook via Article 19 of the National Agreement by conducting the count of mail on six consecutive delivery days on routes with abbreviated or no delivery on Saturday at the **[Station/Post Office]**. Routes **[Route #s]** with abbreviated or no delivery on Saturday should have had a count of mail on five consecutive delivery days.
5. Management violated Sections 241.35 of the M-39 Handbook via Article 19 of the National Agreement by failing to properly complete PS Form 1840 for Route(s) **[route #(s)]** when they failed to properly record the regular carrier's time.
6. Management violated Sections 241.35 of the M-39 Handbook via Article 19 of the National Agreement by failing to properly complete PS Form 1840 for Route(s) **[route #(s)]** when they improperly recorded a replacement carrier's time when auxiliary assistance was provided.
7. Management violated Sections 242.321 and 242.322 of the M-39 Handbook via Article 19 of the National Agreement by selecting the lower street time. This is apparent because the selected street time was the lowest time choice for nearly all the routes at the **[Station/Post Office]**. On routes where reasons for selection of street time were recorded, the answer(s) given were rubber-stamped and disingenuous.
8. Management violated Sections 242.321 and 242.344 of the M-39 Handbook via Article 19 of the National Agreement by making improper deductions to the street time credit for Route(s) **[route #(s)]**. When deductions are proposed based on allegations that a Letter Carrier(s) failed to finger mail properly and/or failed to take proper short cuts, Section 242.344 requires management to make every

effort to reinspect the route(s) involved prior to implementing route adjustments. The Agency failed miserably in this regard.

9. Management violated Sections 241.4 and 242.3 of the M-39 Handbook and Section 923.1 of the M-41 Handbook via Article 19 of the National Agreement by both failing to provide the appropriate documents in advance of the consultation, and by not properly conducting an evaluation consultation with the Letter Carriers assigned to the routes at the **[Station/Post Office]**.
10. Management violated Section 243.11 of the M-39 Handbook by making the final decision regarding proposed addition and/or relief to city route(s) without conducting a proper proposed route adjustment consultation with the Regular Letter Carriers assigned to the routes at the **[Station/Post Office]**.
11. Management also violated Section 243.11 of the M-39 via Article 19 of the National Agreement when it failed to consider suggestions for adjustments from the Regular Letter Carriers assigned to the routes at the **[Station/Post Office]**.
12. Management violated Section 243.232 (a) of the M-39 via Article 19 of the National Agreement when it failed to minimize and simplify scheme changes to the extent possible.
13. Management failed to abide by the national level settlement (M-01661, Q01N-4Q-C 05022605) on COR when they made route adjustments in the **[Station/Post Office]** using the COR program.
14. Management violated Section 242.345 of the M-39, which requires management to document and explain any changes made to a carrier's base time due to an operational change. Such changes must be discussed during the consultation. None of this was done in accordance with Section 242.345.
15. Management's overall objective was to eliminate as many routes as possible rather than to create routes that are adjusted to as near eight hours work per day as possible for the regular Letter Carrier assigned to each route at the **[Station/Post Office]** as required by Chapter 2 of the M-39 Handbook and Chapter 9 of the M-41 Handbook.
16. Management's failure to properly adjust routes to as near to eight (8) hours work per day as possible causes natural harm to Letter Carriers in the form of increased daily conflicts over how much time will be needed to complete a route(s), forced overtime, charges of unauthorized overtime, late delivery to customers, etc. In the event this case proceeds to arbitration, the Union will call the affected Letter Carriers to testify to the length of their assignments and the harm that has been caused by being assigned to an overburdened route.

Remedy (Block #19 on PS Form 8190):

1. That management cease and desist violating Section 242.122 of the M-39 Handbook and Section 911.2 of the M-41 Handbook via Article 19 of the National Agreement in the **[Station/Post Office]** in the future.
2. That management cease and desist violating the national level settlement (M-01661, Q01N-4Q-C 05022605) on COR in the **[Station/Post Office]** in the future.
3. That all routes be immediately returned to the status they were in prior to the route adjustment, or if this is no longer feasible, that all routes be adjusted to as near eight hours of work per day as possible for the regular Letter Carrier assigned to each route at the **[Station/Post Office]**.
4. To serve as an incentive for future compliance, each Letter Carrier in the **[Station/Post Office]** be paid \$25.00 per calendar day from **[date]** (date of adjustment) until all routes are returned to the status they were prior to the route adjustment, or until all routes are adjusted to as near eight hours of work per day as possible.
5. 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.
6. 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:

Issue Statement:

Did management violate Article 15.3.A of the National Agreement along with policy letter M-01517 by failing to comply with the prior Step B decisions or local grievance settlements in the case file, and if so, what should the remedy be?

Facts:

1. Article 15.3.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 improperly evaluating mail count and inspection data and implementing improper route adjustments in the **[Station/Post Office]**,

Contentions:

1. Management violated Article 15.3.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 improperly evaluating mail count and inspection data and implementing improper route adjustments in the **[Station/Post Office]**,

3. 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 their claim.

Remedy:

1. That management cease and desist violating Article 15 of the National Agreement.
2. That Letter Carrier(s) **[Name], [Name], and [Name]** each be paid a lump sum of \$100.00 to serve as an incentive for future compliance.



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 15 of the National Agreement and the M-39 and M-41 Handbooks via Article 19:

1. Copies of the Workhour/Workload Report (All Routes) for the period _____ to _____ (the week of route count and inspection).
2. Copies of the Workhour/Workload Report (By Route) for City Route(s) _____ from the date of route adjustment implementation **[date]** to present.
3. TACS Employee Everything Reports for Letter Carrier(s) **[names]** working in the **[Station/Post Office]** for the period _____ to _____ (the week of route count and inspection).
4. Copies of PS Forms 1838 and 1838-C for City Route(s) _____ for the period _____ to _____ (the week of route count and inspection).
5. Copies of PS Form 1840-B (time card analysis) for City Route(s) _____.
6. Copies of both sides of PS Form(s) 1840 for City Route(s) _____. I am requesting both the consolidation of the route count and inspection side and the proposed adjustment side for City Route(s) _____.
7. Copies of all comments/notes (both office and street) for City Route(s) _____ from the week of route count and inspections conducted _____ to _____.
8. Copies of PS Forms 3999 with attachments for City Route(s) _____ from the day(s) of inspection.
9. Copies of PS Form 3999 (DCD Handheld Computer Printout if available) with all attachments for City Route(s) _____.

Page 2 of 2

- 10. Copies of the 3999 "Data Summary" screen for City Route(s) _____.
- 11. Copies of the 3999 "Function Analysis" screen for City Route(s) _____.
- 12. Copies of the 3999 "Audit Trail Report" for City Route(s) _____.
- 13. Copies of the following COR Reports for all affected zones in the **[Station/Post Office]**:
 - a) Existing Route Summary
 - b) Adjusted Route Summary
 - c) Route Relations Summary Report
 - d) Territory Transfer Summary Report
 - e) Allied Time Report
 - f) Park Location and Relay Count Report
 - g) Route Summary Report

I am also requesting time to interview the following:

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: _____