

Local Grievance #: _____

Issue Statements (Block 15 of PS Form 8190):

1. Did management violate National Settlements M-00326, M-01769 and M-01664 via Article 15 and the M-39 and M-41 Handbooks via 19 of the National Agreement by recording some/all of the overtime worked by the grievant on **[date]** as unauthorized on PS Form 1017-B, *Unauthorized Overtime Record*, and if so, what should the remedy be?
2. Did management violate National Settlements M-00304, M-01444, M-01664 and M-01769 via Article 15 and Section 115.4 of the M-39 Handbook via Article 19 of the National Agreement by the manner used to make PS Form 3996 decisions and issue instructions on **[date]**, and if so, what should the remedy be?

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

Facts:

1. The grievant notified management of his/her inability to complete their assignment in 8 hours via PS Form 3996 on the day in question (a copy of the PS Form 3996 is included in the case file).
2. Management approved only **[amount of time]** of the **[amount of requested time]** the grievant needed to complete their assignment on the day in question.
3. The grievants reason(s) for their request for overtime/auxiliary assistance are listed on his/her PS Form 3996. According to the grievants statement and PS Form 3996 (included in the case file), he/she couldn't complete his/her assignment in the approved time on the day in question.
4. The grievant called back to the office to ask for further instructions and was directed by management to finish their assignment. The grievant followed these instructions.
5. Management recorded **[amount of time]** overtime the grievant worked on **[date]** as unauthorized overtime on PS Form 1017-B.
6. The Step 4 Settlement (M-00326) states in relevant part:

...the grievants did inform management of their inability to complete their routes in 8 hours. Further, it was demonstrated that they were ordered by management to complete their routes. (Although there was no expressed authorization to complete the delivery of the mail on an overtime basis,

the permissions would be inherent in the authorization to continue delivery after notification that the grievants were unable to complete the routes.)...

7. The Step 4 settlement (M-01769) states in relevant part:

The office efficiency tool used in the ... or any similar time projection system/tool(s) will not be used as the sole determinant for establishing office or street time projections...Projections are not the sole determinant of a carrier's leaving or return time, or daily workload.

8. The Step 4 settlement (M-01664) states in relevant part:

...DOIS projections are not the sole determinant of a carriers leaving or return time, or daily workload...Management is responsible for accurately recording volume and other data in DOIS.

9. The Step 4 settlement (M-00304) states in relevant part:

...In keeping with the principle of a fair day's work for a fair day's pay, it is understood that there is no set pace at which a carrier must walk and no street standard for walking.

10. The Step 4 settlement (M-01444) states in relevant part:

...Furthermore, the pre-arbitration settlement H1N-IN-D 31781, dated October 22, 1985, provides that "there is no set pace at which a carrier must walk and no street standard for walking."

Contentions:

1. Management violated National Level Settlements M-01664 and M-01769 by using the DOIS Program to determine beginning, leaving, and return times for the grievant on the day in question.
2. Management failed to consider and grant time for some of the reasons/elements contained on PS Form 3996 for the grievant on the day in question. That aside, one of the inherent problems with making decisions using projections (as was done in this case) is that the projected leaving times in DOIS don't ever consider the actual leaving time of a Letter Carrier. Therefore, when a Letter carrier is projected to leave the office at 8:30 in DOIS, but actually leaves the office at 9:30 due to the particular circumstances in the office that morning, the Letter Carrier is automatically denied that hour of time needed to complete their assignment.
3. Street time projections are also flawed in DOIS. By way of example, DOIS street projections take no time consideration for the amount of DPS mail or circulars a Letter Carrier has to deliver on a given day. Accordingly, if a Letter Carrier

normally gets around 1,200 pieces of DPS mail, but receives 2,500 pieces of DPS mail on a given day, they would get no time to deliver it in DOIS. Additionally, DOIS projections do not consider the percent of coverage a Letter Carrier has on a given day. There are a host of other street factors that DOIS projections don't consider such as weather conditions, traffic, road construction, growth, etc. Once again, the Letter Carrier is automatically denied the extra time needed to complete his/her assignment when many different street time factors are present. DOIS will make the exact same street time projections for any route every day regardless of what circumstances are present. Then supervisors follow DOIS and don't consider any of the factors outlined above as well as many others not specifically listed when making decisions on PS Form 3996. For all these reasons, the recording of time entered on PS Form 1017-B as a result of the grievant not being able to complete their assignment in the time approved on PS Form 3996 cannot stand.

4. Rules must be reasonable. The rule that a Letter Carrier must make it back in the time approved on PS Form 3996 - even when he/she calls for further instructions, is told to complete his/her assignment, and follows the instructions given - under the circumstances surrounding this case is not a reasonable rule. The idea that a Letter Carrier must make a certain office/street time projection regardless of the above referenced circumstances violates the spirit and intent of National Level Settlements M-00304, M-01444, M-01664 and M-01769 as well as the M-39 and M-41 Handbooks.
5. The supervisor was well aware of the work that needed to be performed. With this knowledge, the supervisor instructed the grievant to perform the work involved. Under these circumstances, it is inappropriate to record the time spent performing the work as "unauthorized" on PS Form 1017-B.
6. The approval/authorization to work overtime to perform the work was "inherent" in accordance with Step 4 Settlement M-00326 (included in the case file).
7. The grievant notified management of his/her inability to complete his/her assignment as required by Section 131 of the M-41 Handbook. Management didn't act as required by Section 122 of the M-39 Handbook.
8. Management used DOIS Projections to make decisions on the grievants 3996 request and issued improper instructions to the grievant. The supervisor should told the grievant in the morning (before they left the office) what to do with the mail if he/she was unable to comply with the instruction of being back at a certain time. If a supervisor instructs a Letter Carrier to curtail mail, they should tell the Letter Carrier how much mail to curtail and provide them with a signed PS Form 1571 in accordance with Section 112 and 112(j) of the M-39 Handbook. If a supervisor doubted the grievants effort, they had the right to do street supervision so long as it was done in an open and above board or better still, to get in the

truck and ride with the grievant all day. None of this happened on the day in question.

9. Management makes no allegation that the grievant engaged in any time-wasting practices on the day in question.
10. Section 115.4 of the M-39 Handbook requires managers to maintain an atmosphere of mutual respect for each other's roles and responsibilities. Management failed to follow this basic labor relations principle by placing the grievant in a "Catch-22" situation on the day in question. Management gave the grievant instructions that were impossible to follow in the morning on the day in question. This left the grievant with a choice of bringing mail back without authorization, delivering the rest of the mail without authorization, or calling back to the office for further instructions and following the instructions given. Regardless of which choice the grievant made, management would have recorded the overtime as "unauthorized overtime" on PS Form 1017-B. This is a clear violation of Section 115.4 of the M-39 Handbook.

Remedy (Block 19 of PS Form 8190):

1. That unauthorized overtime recorded on PS Form 1017-B for the grievant on **[date]** be expunged from all employee records and files and not used for any purpose (to include as a basis to issue any past or future discipline).
2. That management in the **[Installation name]** Installation cease and desist from recording time on PS Form 1017-B as unauthorized when the grievant is instructed to perform the work involved prior to performing the work.
3. That management be required to issue reasonable and proper instructions when request(s) for overtime/auxiliary assistance are fully or partially denied in the future in the **[Installation name]** Installation, or whatever 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, Section 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, 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.

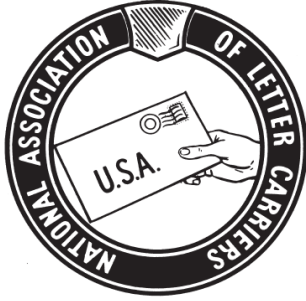
3. Included in the case file are **[Arbitration Awards/Step B decisions/local grievance settlements, etc.]** in which management was instructed/agreed to cease and desist improperly recording unauthorized overtime/issuing improper instructions.

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 Articles 15 and/or 19. 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 Articles 15 and 19:

1. Copy of PS Form 3996 for Letter Carrier **[name]** from **[date]**.
2. Copy of TACS Employee Everything Reports for letter carriers **[names]** for **[date]** to **[date]**.
3. Copy of PS Form 1017B for the week of **[date]** through **[date]**.
4. Copy of Letter Carrier **[name's]** Investigative Interview.
5. Copy of the Request for Discipline for Letter Carrier **[name]** for **[date]**.
6. A copy of the Workhour/Workload Report (by Route) for route **[route #]** for **[date]** to **[date]**.
7. A copy of the Workload Status Report for **[Installation name]** Installation for **[date]**.

I am 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,

Shop Steward
NALC

Request received by: _____

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: _____