

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

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

Did Management violate the pre-arbitration settlement for case number Q06N-4Q-C 11022051 dated September 16, 2011 (M-01769) and Interpretive Step settlement for case number Q01N-4Q-C 05022610 dated July 30, 2007 (M-01664) via Article 15 of the National Agreement when they used PET projections as the basis for Letter Carrier(s) **[Names]** **[Leave time/Return time/Daily workload]** on **[Date]** at the **[Station/Post Office]**, and if so, what should the remedy be?

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

#### Facts:

1. The pre-arbitration settlement (Q06N-4Q-C 11022051) dated September 16, 2011 (M-01769) states in relevant part:

*....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.*

*The use of any management created system or tool that calculates a workload projection does not change the letter carrier's reporting requirements outlined in section 131.4 of Handbook M-41, the supervisor's scheduling responsibilities outlined in section 122 of Handbook M-39, or the letter carrier's and supervisor's responsibilities contained in Section 28 of Handbook M-41.*

*Accordingly, the resulting projections will not constitute the sole basis for corrective action. This agreement does not change the principle that, pursuant to Section 242.332 of Handbook M-39, "No carrier shall be disciplined for failure to meet standards, except in cases of unsatisfactory effort which must be based on documented, unacceptable conduct that led to the carrier's failure to meet office standards."*

2. The Interpretive Step settlement (Q01N-4Q-C 05022610) dated July 30, 2007 (M-01664) states in relevant part:

*The Delivery Operations Information System (DOIS) is a management tool for estimating a carrier's daily workload. The use of DOIS does not*

*change the letter carrier's reporting requirements outlined in section 131.4 of Handbook M-41, the supervisor's scheduling responsibilities outlined in section 122 of Handbook M-39, or the letter carrier's and supervisor's responsibilities contained in Section 28 of Handbook M-41. DOIS projections are not the sole determinant of a carrier's leaving or return time, or daily workload. As such, the projections cannot be used as the sole basis for corrective action.*

3. Article 41, Section 3.G states in relevant part:

*G. The Employer will advise a carrier who has properly submitted a Carrier Auxiliary Control Form 3996 of the disposition of the request promptly after review of the circumstances at the time.*

4. The pre-arbitration settlement agreement for case number H1N-1N-D 31781 dated October 22, 1985 states:

*There is no set pace at which a carrier must walk and no street standard for walking.*

5. Handbook M-39, Section 242.31 states the time allowance for the office time of a Letter Carrier's route shall be:

*...fixed at the lesser of the carrier's average time used to perform office work during the count period, or the average standard allowable office time.*

6. Handbook, M-39 Section 242.321 states the base for determining the street time of a letter carrier 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.*

## **Contentions:**

1. Management violated M-01664 and M-01769 via Article 15 of the National Agreement when they used PET as the basis for **[carrier(s)] [leave time/return time/daily workload]** on **[date]**. This is documented by the carrier statement(s) and/or PET reports in the case file. The national-level settlements referenced in this grievance are clear that *any* USPS workload projection tool is just that: a management tool.
2. Moreover, the office time projection generated by PET only considers how long it would take a Letter Carrier to case and pull down the day's volume of letters and

flats, based on 18 pieces per minute for casing letters, eight pieces per minute for casing flats, and 70 pieces per minute for pulling down letters and flats combined. The office time projection allows for no fixed office time to perform necessary daily functions such as vehicle inspections, stand-up talks, retrieving mail from the throwback case, withdrawing mail, and retrieving or signing for accountable mail. These are just a few of the required daily office duties not accounted for in PET's projections.

3. Additionally, PET does not take office breaks, weather, parcel volume, traffic, construction, etc. into account when making its projections.
4. Letter Carriers are harmed when overzealous managers attempt to use PET projections in violation of M-01664 and M-01769. This leads to confrontations and/or unnecessary stress in the workplace when management tries to hold Letter Carriers accountable to flawed, non-contractual time projections.

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

1. That management cease and desist violating M-01664 and M-01769 via Article 15 of the National Agreement.
2. That Letter Carrier(s) **[Name], [Name], and [Name]** each be paid a lump sum of \$50.00 to serve as an incentive for future compliance.
3. That all payments associated with this case be paid as soon as administratively possible, but no later than 30 days from the date of settlement.
4. 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, 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 is the appropriate remedy?

### **Facts:**

1. Article 15, Section 3.A of the National Agreement reads 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 reads 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 violating the pre-arbitration settlements M-01769 and M-01664 by using PET projections as the basis for Letter Carriers' Leave/Return time/Daily workload at the **[Station/Post Office]**,

### **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 the pre-arbitration settlements M-01769 and M-01664 by using PET projections as the basis for Letter Carriers' Leave/Return time/Daily workload at the **[Station/Post Office]**,

3. Management's actions are continuous, egregious and deliberate. The union has included past decisions/settlements in the case file to support our 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:

1. Any and all PET reports/projections for **[Station/Post Office]** from **[Date]**.
2. A copy of the Workhour/Workload Report (By route) for **[Station/Post Office]** from **[Date]**.
3. A copy of any and all PS Forms 3996 submitted by Letter Carrier **[Name]** and acted on by **[Station/Post Office]** management on **[Date]**

I am also requesting time to interview the following individuals:

1. **[Name]**
2. **[Name]**
3. **[Name]**

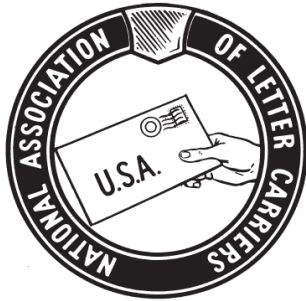
Your cooperation in this matter will be greatly appreciated. If you have any questions concerning this request, or if I may be of assistance to you in some other way, please feel free to contact me.

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: \_\_\_\_\_