

Local Grievance # _____

Issue Statements (Block 15 on PS Form 8190):

1. Did management violate Section 221.13 of the M-39 Handbook and Section 922 of the M-41 Handbook via Article 19 of the National Agreement by not allowing Letter Carrier(s) **[name(s)]** to complete the PS Form 1838-C on **[date(s)]** for Route(s) **[route #(s)]** at the **[Station/Post Office]**, and if so, what should the remedy be?
2. Did management violate Article 1, Section 6 of the National Agreement when Supervisor(s) **[name(s)]** completed PS Form 1838-C on **[date(s)]** for Route(s) **[route #(s)]** 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. Management scheduled a route count and inspection for Route(s) **[route #(s)]** at the **[Station/Post Office]** to begin on **[date]**.
2. Sections 221.131 and 221.132 of the M-39 Handbook state:

221.13 General Rules for Making Count

221.131 The carrier should count and record the mail every day except on the day of inspection when the mail must be counted and recorded by a manager. On one or more days during the count week, each route will be inspected by a manager. When management performs the mail count the carrier serving the route, upon request, may verify the mail count. Where hand-held computers are used on the day(s) of inspection, the route examiner will complete entries on Form 1838-C in the usual manner, except for line item elapsed time totals and mail piece count totals by category. The calculations remain the same as previously performed manually. The carrier will continue to make timeclock entries on Form 1838-C for beginning, leaving, returning, and ending times. Total mail counts and times will be provided to the carrier on a computer generated facsimile of Form 1838, Carrier's Count of Mail — Letter Carrier Routes (Mngt. Summary).

221.132 *Replacement carriers assigned to regular, full-, and part-time routes must count the mail and enter the data on the prescribed forms in the same way as the full-time carrier.*

3. Section 922 of the M-41 Handbook provides the following instructions for Letter Carriers when completing PS Form 1838-C (see pages 93-104 of the M-41 for the complete instructions):

922 ***Form 1838-C Worksheet — Preparation***

922.1 ***Use of Form***

922.11 *The count of mail is recorded on Form 1838-C (see exhibit 922.11 (p. 1, 2, 3, and 4)).*

922.12 *Use a separate form to record each day's count. Make and record the count on the worksheet in duplicate (using carbon paper) — except on the day of inspection when the count is made and recorded, in duplicate, by the route examiner or manager making the route inspection. In cases where it is not practicable for you to report early enough to make the count, it may be made by the manager or other competent employee.*

922.13 *The worksheet is used to record preliminary data for totaling and later transfer to Form 1838 by management. Lines on the worksheet correspond with lines on Form 1838. Space is provided for entering starting and ending time of all actual time items which are included or excluded from net and/or standard office time allowances. In addition, notations and comments pertaining to the mail count or route conditions should be made on the worksheet which will be helpful in later preparing the summary and making proper and realistic route adjustments. Report unusual conditions under Carrier's Comments. If this space is inadequate, enter additional comments on blank side of Form 1838-C.*

4. Article 1, Section 6 of the National Agreement states:

Section 6. Performance of Bargaining Unit Work

A. *Supervisors are prohibited from performing bargaining unit work at post offices with 100 or more bargaining unit employees, except:*

1. *in an emergency;*
2. *for the purpose of training or instruction of employees;*

- 3. to assure the proper operation of equipment;
- 4. to protect the safety of employees; or
- 5. to protect the property of the USPS.

B. In offices with less than 100 bargaining unit employees, supervisors are prohibited from performing bargaining unit work except as enumerated in Section 6.A.1 through 5 above or when the duties are included in the supervisor's position description.

5. Section 217.1 of the M-39 Handbook states:

217 Dry-Run Count

217.1 A review of the count procedures will be made within 21 days prior to the start of the count and route inspection to teach the carrier how to accurately complete count forms (1838-C and 1838-A) during the period of count and inspection. An actual count of mail or recording of time used will not be kept on the day the dry run is made.

6. The following Letter Carriers were not allowed to complete the PS Form 1838-C on the specified routes on days that were not designated as inspection days:

<u>Letter Carrier</u>	<u>Route</u>	<u>Date</u>
[name]	[route #]	[date]
[name]	[route #]	[date]
[name]	[route #]	[date]

7. The following supervisor(s) completed the PS Form 1838-C on the specified routes on days that were not designated as inspection days:

<u>Letter Carrier</u>	<u>Route</u>	<u>Date</u>
[name]	[route #]	[date]
[name]	[route #]	[date]
[name]	[route #]	[date]

Contentions:

1. Management at the **[Station/Post Office]** violated Section 221.13 of the M-39 Handbook and Section 922 of the M-41 Handbook via Article 19 of the National Agreement by not allowing Letter Carrier(s) **[name(s)]** to complete the PS Form 1838-C on **[date(s)]** for Route(s) **[route #(s)]**.
2. Management violated Article 1, Section 6 of the National Agreement when Supervisor(s) **[name(s)]** performed bargaining unit work by completing the PS Form 1838-C on **[date]** for Route(s) **[route #(s)]**.
3. The schedule of the count and inspection clearly shows the day of inspection was on a different date than the day(s) the Letter Carrier(s) were not allowed to complete the entire PS Form 1838-C.
4. Letter Carriers were harmed because they were not allowed to record the office work they performed on days of the count they were not being inspected. The purpose of the Dry-Run Count is to ensure Letter Carriers are properly trained to complete the PS Form 1838-C.
5. Letter Carriers were harmed because they were denied pay for the time spent completing the PS Form 1838-C in whole or in part and that work is clearly bargaining unit work.

Remedy (Block 19 on PS Form 8190):

1. That management be instructed not to implement route adjustments based on the data collected during the week of inspection at the **[Station/Post Office]**.
2. That management cease and desist violating Section 221.3 of the M-39 Handbook and Section 922 of the M-41 Handbook via Article 19 of the National Agreement in the **[Station/Post Office]**.
3. That management cease and desist violating Article 1, Section 6 of the National Agreement in the **[Station/Post Office]**.
4. That any PS Forms 1838-C that were improperly completed by management may not be used for any purpose.
5. That each Letter Carrier in the **[Station/Post Office]** be paid a lump sum of \$100.00 to serve as an incentive for future compliance.
6. 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.

7. 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 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 violating Article 19 of the National Agreement.

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 Article 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 Article 1 of the National Agreement and the M-39 and M-41 Handbooks via Article 19:

1. Copies of any and all correspondence from management to the local NALC branch regarding the route count and inspection which began on **[date]**.
2. Copies of any and all correspondence, emails and notifications between local management and the route inspection team/route inspectors.
3. Copies of all PS Forms 1838-C completed during the week of route count and inspection **[dates]** at the **[Station/Post Office]**.

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,

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,

_____ Request received by: _____

Shop Steward
NALC

Date: _____