

Local Grievance # _____

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

Did management at the [Station/Post Office] violate Section 221.131 of the M-39 Handbook via Article 19 of the National Agreement and the policy letter (M-01517) via Article 15 of the National Agreement by not allowing Letter Carrier(s) [name(s)] to verify the entire mail count on their assigned route(s) on the day(s) of inspection, and if so, what should the remedy be?

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

Facts:

1. Management conducted a route count and inspection on all routes at the [Station/Post Office] beginning on [date].
2. Section 221.131 of the M-39 Handbook states:

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). **(Emphasis Added)***

3. 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.

4. The Step 4 settlements in case number H1N-3T-C36385 (M-00536) and case numbers H4N-5T-C42333/42334 (M-00814) make clear that the intent of Section 221.131 of the M-39 handbook is for the Letter Carrier, upon request, to have the opportunity to verify the entire mail count. These settlements state in relevant part:

M-00536:

Normally, a spot verification of the mail volume is adequate to determine that the mail count is accurate. However, the parties agree that based on the intent of Section 221.131 of the M-39 Handbook, the carrier may, upon request, verify the entire mail count.

M-00814:

Normally, a spot verification of the mail volume is adequate to determine that the mail count is accurate. However, the parties agree that based on the intent of Section 221.131 of the M-39 Handbook, the carrier may, upon request, verify the entire mail count.

5. The case file includes statements from the following Letter Carriers showing that they requested, but were not allowed by management, to verify the entire mail count on their assigned route(s) on the day(s) of inspection:

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

Contentions:

1. Management violated Section 221.131 of the M-39 Handbook via Article 19 of the National Agreement by failing to allow Letter Carrier(s) **[name(s)]** to verify the entire mail count on his/her assignment(s) on the day of inspection.
2. Management violated M-01517 via Article 15 of the National Agreement when they failed to abide by the Step 4 settlements in case number H1N-3T-C36385 (M-00536) and case numbers H4N-5T-C42333/42334 (M-00814).
3. Each Letter Carrier has the right to verify the number of mail pieces recorded on the PS Form 1838-C by the route examiner on the day of inspection. This

verification is an important check and balance built into the process to ensure an accurate count of the mail is done.

Remedy (Block #19 on PS Form 8190):

1. That management cease and desist violating Section 221.131 of the M-39 Handbook via Article 19 of the National Agreement in the **[Station/Post Office]** in the future.
2. That management cease and desist violating M-01517 via Article 15 of the National Agreement in the **[Station/Post Office]** in the future.
3. 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..
4. 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.
5. 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.

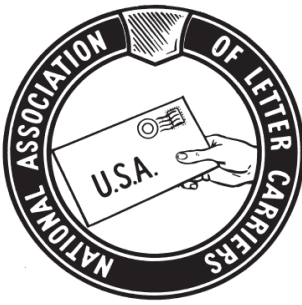
3. Included in the case file are **[Arbitration Awards/Step B decisions/local grievance settlements, etc.]** in which management was instructed/agreed to cease and desist violating Article 19 of the National Agreement.

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 M-39 Handbook 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. A copy of the Letter Carrier work schedule for the week(s) of **[date]**.
4. A copy of the route count and inspection schedule for **[date]** through **[date]** at the **[Station/Post Office]**.

I'm 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,

Shop Steward

NALC

Request received by: _____

Date: _____