

Local Grievance # _____

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

1. Did Management violate the Memorandum of Understanding (MOU) dated September 1992, *Building our Future by Working Together*, (M-01306); the joint *Questions and Answers Concerning the September 1992 Memorandums*, (M-01153); and/or the USPS letter dated March 13, 1996, (M-01246) via Article 15 of the National Agreement, and if so, what should the remedy be?
2. Did Management violate Section 121.1 of the M-41 Handbook via Article 19 of the National Agreement by including secondary address mail that is not in delivery order in Delivery Point Sequence (DPS) trays 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. On a daily basis secondary address mail that is not in delivery order is included in DPS trays for several routes at the **[Station/Post Office]** Installation. This fact is verified by the **[carrier statements/interviews]** included in the case file.
2. This mail comes in DPS at the beginning of each address that contains a secondary address, such as apartment complexes and office buildings. Because the mail is not in delivery sequence, letter carriers must collate the mail on the street before delivery. These facts are verified by the **[carrier statements/interviews]** included in the case file.
3. Question and answer number 64 of M-01153 states:

Q- 64 At what point does DPS mail trigger "residual mail"?

A- Residual mail is any mail that is not in DPS order once a delivery unit starts receiving DPS mail.

4. The answer to question number 69 of M-01153 provides the definition of DPS mail. It states:

DPS mail is one bundle of mail in delivery point sequence. Mail that must be collated before delivery is not considered DPS mail. The number of dispatches is irrelevant.

5. M-01246 states in relevant part:

The established DPS implementation procedures are mandatory and cannot be obviated by calling mail in delivery point sequence "enhanced two pass" or by some other term. The Postal Service will immediately end such practices when they are brought to its attention.

6. M-01306 sets out the basic principles regarding DPS mail:

- *Providing the best service to postal customers (mailers and recipients).*
- *Minimizing the impact on letter carrier craft employees.*
- *Creating an opportunity for increased efficiency.*

7. Section 121 of the M-41 Handbook states in relevant part:

121 Office Duties

121.1 Time Allowances

121.11 Route or case all classes of mail (exception, DPS mail will be cased only when management requires) in sequence of delivery along one or more established routes (see exhibit 121.11 for maximum time allowances). The accurate and speedy routing of mail is one of the most important duties of a carrier; you must be proficient at this task.

121.2 Case Duties

121.22 Obtain mail and prepare it in sequence for efficient delivery by yourself or a replacement along an established route.

Contentions:

1. Management violated M-01306, M-01153, and/or M-01246 via Article 15 of the National Agreement and Section 121 of the M-41 Handbook via Article 19 of the National Agreement by including secondary address mail that is not in delivery order in DPS trays.
2. M-01153, M-01246, and M-01306 are clear in that:
 - DPS mail is one bundle of mail in delivery point sequence
 - Mail that is not in delivery order is not DPS mail
 - Mail that must be collated before delivery is not DPS mail
 - The established DPS procedures are mandatory

- The Postal Service is required to end practices which are in contravention of established DPS procedures immediately
3. Management has also violated the basic principles regarding DPS mail. Customers secondary address mail could be delayed or misdelivered due to the fact that it has to be collated on the street rather than cased in delivery order. Letter carriers are required by Section 121 of the Handbook M-41 to prepare mail in sequence for efficient delivery in the office.
 4. The only solution to this issue is to have secondary address mail that is not in delivery order in DPS trays distributed to the carriers in the office for casing as required by Section 221.1 of the Handbook M-41.

Remedy (Block #19 on PS Form 8190):

1. That management cease and desist violating M-01306, M-01153, and/or M-01246 via Article 15 of the National Agreement and Section 121 of the Handbook M-41 via Article 19 of the National Agreement by including secondary address mail that is not in delivery order in DPS trays.
2. That management immediately end practices which are in contravention of established DPS procedures.
3. That Letter Carriers(s) **[Name(s)]** each be paid a lump sum of \$50.00 for each violation to serve as 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.

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 is the appropriate remedy?

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 including secondary address mail that is not in delivery order in DPS trays at the **Station/Post Office** Installation.

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 regarding this issue at the **Station/Post Office** Installation.

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

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 for each violation to serve as an incentive for future compliance.

Interview: Mail in your DPS that must be sorted before delivery

This DPS mail has the same primary address, but also has a secondary address which requires sorting before delivery in certain places such as strip malls or medical buildings with multiple delivery points, or apartment complexes with cluster boxes in different locations.

Name: _____

Cell #: _____

Route #: _____

Do you have deliveries with secondary addresses that require you to sort or collate DPS mail before delivery? _____

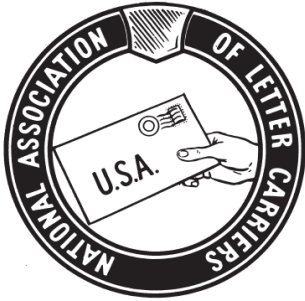
If yes, please identify those addresses, the number of deliveries and the approximate amount of time it takes to sort the mail for each address:

(Do not include addresses that are delivered to a **single** cluster box.)

Addresses	# of Deliveries	Time Spent Sorting
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Signature: _____

Date: _____



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. Copies of the edit books for each city route at the **[Station/Post Office]** Installation.

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: _____ Date _____
(Manager/Supervisor)

(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: _____