

Local Grievance # _____

Issue Statement (Block 15 of PS Form 8190):

1. Did management violate the Memorandum of Understanding Re: *Approved FSS Work Methods* (M-01697) via Article 15 and/or 19 of the National Agreement when they required Letter Carrier(s) **[Name]** in the **[Station/Post Office]** to carry more than three bundles while servicing park and loop and/or foot deliveries on **[Date]** and if so, what should the remedy be?

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

Facts:

1. Memorandum of Understanding Re: *Approved FSS Work Methods* (M-01697) states in relevant part:
 - *City letter carriers serving park and loop or foot deliveries will not be required to carry more than three bundles.*
 - *In order to maintain three bundles on pre-sequenced mail days, letter carriers serving park and loop or foot deliveries may only be assigned to either:*
 - *case residual mail, then collate with FSS mail while in the office (the presequenced bundle must meet the definition of a third bundle under the Interpretive Step agreement for case Q98N-4Q-C 00189552) or,*
 - *case residual mail, then collate with the pre-sequenced addressed mail during pull down while in the office.*
 - *There is no change to current work methods for other types of deliveries.*
 - *When a simplified mailing is carried as a third bundle by city letter carriers serving park and loop or foot deliveries, the simplified mailing will be placed on the bottom of the appropriate bundle. In order to maintain three bundles in this circumstance, residual mail and any pre-sequenced mail delivered that day will be collated with the FSS mail.*
2. The prearbitration settlement in Case #Q06N-4Q-C09106352 dated June 16, 2015 (M-01861) states in relevant part:

The issue concerns application of the settlement for case number Q98N-4Q-C 01045570, et al. After reviewing this matter, we mutually agree that

no national interpretive issue is presented in this case. However, we have agreed to provide the following clarification:

The parties agreed in case Q98N-4Q-C 01 045570 that, with respect to presequenced addressed mailings only, city letter carriers on park and loop or foot delivery routes may, within weight restrictions, be required to carry as a third bundle Enhanced Carrier Route (ECR) and Periodicals walk sequenced letter or flat mailings (WSS) based on either the 90% or more coverage of the total active residential deliveries on a route or 75% or more coverage of the total number of active deliveries on a route criteria.

Each presequenced addressed mailing for a particular route that meets this criteria is identified with a label/indicia containing the ECRWSS endorsement. This label/indicia remains the determining factor of whether a presequenced addressed mailing on a particular route meets the above referenced criteria required to assign a city letter carrier on a park and loop or foot route to carry it as a third bundle within weight restrictions. Accordingly, if a presequenced addressed mailing for a particular route is identified with a different label/indicia (e.g. ECRWSH or ECRLOT), the bundle would not meet the subject criteria.

3. The Step 4 settlement in Case # Q98N-4Q-C 01045570 dated July 30, 2007 (M-01663) states in relevant part:
 1. *In accordance with the recognitions cited in the above paragraph, effective with the signing of this agreement the parties agree that city letter carriers on park and loop or foot deliveries who currently carry three bundles will continue to carry as a third bundle, within weight restrictions, Enhanced Carrier Route (ECR) and Periodicals walk sequenced letter or flat mailings (WSS) that have either 90% or more coverage of the total active residential addresses, or 75% or more coverage of the total number of active deliveries on a route.*
 3. *The parties agree that under no circumstance will City Letter Carriers on park and loop or foot deliveries be required to carry more than three bundles.*
4. The **[Station/Post Office]** is a Flat Sequencing System (FSS) site.
5. Letter carriers in the **[Station/Post Office]** case mail utilizing the Vertical Flat Case (VFC), which requires residual letters and flats to be cased in the same separation.
6. Cased mail (letters and flats) withdrawn from the VFC and Delivery Point Sequence (DPS) letters constitute the first and second bundles.

7. Letter Carrier(s) **[Name(s)]** on Route(s) **[number(s)]** had **[number]** of sequenced letter/flat mailing(s), as defined by M-01663, on **[date]**.
8. Route(s) **[route #s]**, has park and loop or foot route delivery as part of the assignment.
9. Letter Carrier(s) **[Name(s)]** on Route(s) **[number(s)]** were instructed to carry more than three bundles on **[date]**. These facts are verified by the **[carrier statements/interviews]** included in the case file.
10. The Step 4 settlement in Case # G94N-4G-C98024445 dated October 25, 1999 (M-01391) states in relevant part:

As a result of our discussions, the parties agreed there is no dispute between the parties that Step 4 grievance settlements are precedential and binding, unless otherwise agreed between the national parties.

Contentions:

1. Management violated National Memorandum of Understanding Re: *Approved FSS Work Methods* (M-01697) via Article 15 of the National Agreement by requiring Letter Carrier(s) **[Name]** in the **[Station/Post Office]** to carry more than three bundles while servicing park and loop and/or foot deliveries on **[Date]**.
2. Management violated prearbitration settlement Q06N-4Q-C09106352 dated June 16, 2015 (M-01861) via Article 15 of the National Agreement by requiring Letter Carrier(s) **[Name(s)]** servicing park and loop and/or foot deliveries to carry presequenced mailings not meeting the proper criteria as a third bundle.
3. Management violated the Step 4 settlement in Case # Q98N-4Q-C 01045570 dated July 30, 2007 (M-01663) via Article 15 of the National Agreement by requiring Letter Carrier(s) **[Name(s)]** servicing park and loop and/or foot deliveries to carry more than three bundles.
4. The union contends the Step 4 settlement in Case # G94N-4G-C98024445 dated October 25, 1999 (M-01391) memorializes the national parties' mutual agreement regarding Step 4 settlements. The language in this resolution is clear; Step 4 settlements are binding and precedent setting.
5. In the instant case, management is attempting to circumvent the language in M-01663 and gain through the grievance procedure what they could not gain through

bargaining. The union contends that until the national parties amend M-01663, management cannot require letter carriers servicing park and loop and/or foot delivers to carry more than three bundles.

Remedy (Block 19 of PS Form 8190):

1. That Management cease and desist from violating the Memorandum of Understanding Re: *Approved FSS Work Methods* (M-1697) (carrying more than three (3) bundles on park and loop deliveries).
2. That management cease and desist from violating the prearbitration settlement in Case # Q06N-4Q-C09106352 dated June 16, 2015 (M-01861).
3. That management cease and desist from violating the Step 4 settlement in Case # Q98N-4Q-C 01045570 dated July 30, 2007 (M-01663).
4. In the future, management shall instruct letter carriers to case these bundles, and receive volume credit and time on each route.
5. That management not use any data that was collected as a result of the violation on route(s) **[route #s]**.
6. That management pay the Letter Carriers required to carry the additional bundles each a lump sum of \$50.00 for each violation.
7. All payments associated with this case be made as soon as administratively possible, but no later than, 30 days from the date of this agreement. Proof of payment be provided to **[NALC Official]** upon payment.



National Association of Letter Carriers

Request for Information

To: _____
(Manager/Supervisor)

Date _____

(Station/Post Office)

Manager/Station _____,

Pursuant to Article 17 and 31 of the National Agreement, I am requesting the following information:

1. **Workhour Workload Report (by Route) for Route #(s) [Number] in the [Station/Post Office] 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: _____