

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

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

1. Did management violate Section 26 of Handbook M-41, *City Delivery Carriers Duties and Responsibilities*, via Article 19 of the National Agreement by not allowing the following Letter Carrier(s) **[Name(s)]** to perform the proper handling of accountable items and/or special services mail on **[date]**, and if so, what should the remedy be?
2. Did management violate Chapter 1 of the M-39, *Management of Delivery Services* via Article 19 of the National Agreement in the **[Station/Post Office]** on **[date]** by not properly handling accountable items, so as to facilitate delivery and accountability of the items, and if so, what should the remedy be?

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

#### Facts:

1. Letter Carrier(s) **[Name(s)]** delivered **[route #(s)]** on **[date]**.
2. On **[date]**, Letter Carrier(s) **[Name(s)]** was/were not given the opportunity by management to properly handle accountable items and/or special services mail.
3. Section 261.24 of Handbook M-41 states:

*261.24 Accountable Mail Matter Received for Delivery*

*261.241 Check name and address on each article to determine if it is for an addressee who has moved or who lives on another route. If addressee has moved, supply the new address. If for another route, return article to clerk.*

*261.242 Verify registered number appearing on article with entry on Form 3867. 261.243 Sign (surname and initial) Form 3867 opposite entries if correct. Multiple entries may be bracketed and a single signature entered. Individual responsibility is assumed by the carrier upon receipt.*

4. Section 262.1 of Handbook M-41 states:

*262.1 Use PS Form 3849, Delivery Notice/Reminder/Receipt, for each accountable piece and numbered insured parcel or other special services item. (Minimum fee unnumbered insured parcels and Delivery Confirmation items are delivered the same as ordinary mail — no receipt is needed.) Usually prepare PS Form 3849 as you make delivery. However, enter the address in the Delivery section on the barcoded side of the form, for identification, in the office at the time articles are issued.*

5. Section 262.2 of Handbook M-41 states:

*262.2 Place PS Form 3849 in proper separation case as a marker. Put registered articles in the pocket of satchel. DO NOT PLACE REGISTERS IN CARRIER CASE WITH OTHER MAIL OR IN RELAYS. Place insured parcels loose in satchel or in relay sack. Do not tape PS Form 3849 to mail items.*

6. Section 111.2 of Handbook M-39 states in relevant part:

*111.2.d Evaluate daily service rendered by the employees. Observe carriers to assure their performance of duties as outlined in Handbook M-41, City Delivery Carriers Duties and Responsibilities.*

*h. Assure that accountable items are properly handled, so as to facilitate delivery of the items, and that carriers are cleared in a timely manner upon return to the office.*

7. Article 19 of the National Agreement states in relevant part:

*Those parts of all handbooks, manuals and published regulations of the Postal Service, that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall contain nothing that conflicts with this Agreement, and shall be continued in effect except that the Employer shall have the right to make changes that are not inconsistent with this Agreement and that are fair, reasonable, and equitable.*

8. JCAM page 19-1 states:

*Handbooks and Manuals. Article 19 provides that those postal handbook and manual provisions directly relating to wages, hours, or working conditions are enforceable as though they were part of the National Agreement. Changes to handbook and manual provisions directly relating to wages, hours, or working conditions may be made by management at the national level and may not be inconsistent with the National*

*Agreement. A challenge that such changes are inconsistent with the National Agreement or are not fair, reasonable, or equitable may be made only by the NALC at the national level.*

## **Contentions:**

1. Management violated Section 26 of Handbook M-41 via Article 19 of the National Agreement on **[date]** by not allowing Letter Carrier(s) **[Name(s)]** the opportunity to perform the proper handling of special services mail as required by the M-41. **[Explain specifics]** This fact is supported by statement(s) from the grievant(s) in this file.
2. Letter Carrier(s) **[Name(s)]** are responsible for proper handling of accountable items and/or special services mail but were not afforded the opportunity to handle these items in accordance with Handbook M-41.
3. Section 111.2.d of Handbook M-39 requires management to ensure that letter carriers are performing their duties in accordance with the M-41. Management has violated this section via Article 19 by failing to allow Letter Carrier(s) **[Name(s)]** to handle accountable items as outlined in the M-41
4. Section 111.2.h of Handbook M-39 requires management to assure that accountable items are handled properly. The proper methods for handling accountable items are set forth in the M-41; therefore, management's actions are a violation of Article 19.
5. Article 19 contains the process by which the Postal Service may propose changes to handbooks and manuals. The union contends management has not notified the union at the national level of changes to either the M-39 or the M-41 regarding the proper handling of accountable items.
6. The union contends that due to management's failure to properly change the relevant handbook language, the current language must remain and violations are enforceable through the grievance/arbitration procedure via Article 19.

## Remedy (Block 19 of PS Form 8190)

1. Management ceases and desist violating Chapter 2 of the M-41 via Article 19 of the National Agreement.
2. Management will immediately ensure, as required by Chapter 1 of the M-39 Handbook, the proper handling of Accountable and/or Special Service items as outlined in Chapter 2 the M-41 Handbook.
3. As an incentive to ensure future compliance, Letter Carrier(s) **Name(s)** be paid a lump sum of \$50.00 for each violation.
4. 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

Date \_\_\_\_\_

\_\_\_\_\_  
Supervisor Customer Services

\_\_\_\_\_  
Station/Installation

Dear \_\_\_\_\_,

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

1. Workhour/workload reports for **[date(s)]**.
2. Copy of USPS form 3867 for **[date(s)]**.

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)

\_\_\_\_\_  
Station/Post Office

Manager/Supervisor \_\_\_\_\_

Pursuant to Article 17 and 31 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 that 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: \_\_\_\_\_