

Local Grievance # _____

Issue Statement (Block 15 of PS Form 8190):

Did management violate Section 271.g of the Handbook M-39 via Article 19 and Article 41, Section 3.S of the National Agreement by failing to complete a special route inspection for Route **[route #]** within 28 days of the date of the request for a special route inspection, and if so, what should the remedy be?

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

Facts:

1. Letter Carrier **[Name]** is the regular carrier assigned to route **[route #]**.
2. Letter Carrier **[Name]** requested a special route inspection for route **[route #]** on **[date]**. This fact is verified by the **[carrier statements/interviews]** included in the case file.
3. Article 41.3.S of the National Agreement states:

City letter carrier mail counts and route inspections and adjustments shall be conducted in accordance with Methods Handbook M- 39, Management of Delivery Services, as modified by the parties' Memorandum of Understanding dated July 21, 1981 and October 22, 1984 (incorporated into December 24, 1984 Award).

4. Section 271.g of Handbook M-39, *Management of Delivery Services*, states:

If over any 6 consecutive week period (where work performance is otherwise satisfactory) a route shows over 30 minutes of overtime or auxiliary assistance on each of 3 days or more in each week during this period, the regular carrier assigned to such route shall, upon request, receive a special mail count and inspection to be completed within 4 weeks of the request. The month of December must be excluded from consideration when determining a 6 consecutive week period. However, if a period of overtime and/or auxiliary assistance begins in November and continues into January, then January is considered as a consecutive period even though December is omitted. A new 6 consecutive week period is not begun.

5. Section 918.1.g of Handbook M-41, *City Delivery Carriers Duties and Responsibilities*, states:

If over any 6 consecutive week period (where work performance is otherwise satisfactory) a route shows over 30 minutes of overtime or auxiliary assistance on each of 3 days or more in each week during this period, the regular carrier assigned to such route shall upon request, receive a special mail count and inspection to be completed within 4 weeks of the request. The month of December must be excluded from consideration when determining a 6 consecutive week period. However, if a period of overtime and/or auxiliary assistance begins in November and continues into January, then January is considered as a consecutive period even though December is omitted. A new 6 consecutive week period is not begun.

6. The Memorandum of Understanding (MOU) Re: *Special Count and Inspection – City Delivery Routes*, dated July 21, 1987 states in pertinent part:

Therefore, where the regular carrier has requested a special mail count and inspection, and the criteria set forth in Part 271g of the Methods Handbook, M-39, have been met, such inspection must be completed within four weeks of the request, and shall not be delayed.

7. The Workhour Workload Report (by Route) for route **[route #]** for the six (6) week period from **[date]** to **[date]** shows the route used at least 31 minutes of overtime/auxiliary assistance three days or more each week during this period.
8. Route **[route #]** has not received a count and inspection as of **[date]**.

Contentions:

1. Management violated Section 271.g of Handbook M-39 and Section 918.1.g of Handbook M-41 via Article 19 and Article 41.3.S of the National Agreement by failing to complete a special route inspection for route **[route #]** once the criteria has been met.
2. Management's failure to complete the special route inspection within four weeks of the date of the request is a violation of the MOU Re: *Special Count and Inspection – City Delivery Routes*, dated July 21, 1987.

Remedy (Block 19 of PS Form 8190):

1. That management cease and desist violating Section 271.g of Handbook M-39 and Section 918.1.g of Handbook M-41 via Article 19 of the National Agreement.
2. That management shall cease and desist violating Article 41.3.S. of the National Agreement and the MOU Re: *Special Count and Inspection – City Delivery Routes*, dated July 21, 1987.
3. That the requested special route count and inspection be conducted without further delay on route **[route #]**.
4. That Letter Carrier **[Name]** be paid \$25.00 per calendar day from **[date]**, the date the inspection should have been completed, through the date the inspection is completed.
5. 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.
6. 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 should the remedy be?

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 violating Article 41.3.S, Section 271.g of Handbook M-39, *Management of Delivery Services*, and Section 918.1.g of Handbook M-41, *City Delivery Carriers Duties and Responsibilities*, via Article 19 of the National Agreement as well as the Memorandum of Understanding (MOU) Re: *Special Count and Inspection – City Delivery Routes*, dated July 21, 1987.

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 to stop violating Article 41.3.S and M-39, Section 271.g and M-41, Section 918.1 via Article 19.
3. 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 and M-41 Handbooks via Article 19:

1. Copies of the Workhour/Workload Report (By Route) for route **[route number]** for the period of **[date]** - **[date]**.
2. TACS Employee Everything Reports for Letter Carrier **[name]** for the period of **[date]** - **[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: _____



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: _____

SPECIAL ROUTE INSPECTION REQUEST

DATE: _____

NAME: _____

ROUTE #: _____

This is a formal request for a special mail count and inspection of my route, pursuant to Section 271.g of Handbook M-39, *Management of Delivery Services*, and Section 918.1 of Handbook M-41, *City Delivery Carriers Duties and Responsibilities*.

SIGNATURE

DATE

RECEIVED BY SUPERVISOR (SIGNATURE)

DATE