

GUIDELINES (for Union use)

Grievances re: Invalid Route Inspection Data

Issue Statement: Did the employer violate contract provisions, including but not limited to Articles 3, 15, and 19 of the Collective Bargaining Agreement, as well as the M-39 handbook, chapter 2, by adjusting the grievant's assignment based on the improper compilation and analysis of data?

FACTS TO CONSIDER: (provide evidence as necessary)

- Is there a history of this type of violation?
- When was the route inspection?
- Were the daily mail counts verified?
- Was the mail properly counted and recorded?
- Was the carrier credited with base office time allowances or actual time used, whichever is greater, for lines 14, 15, 19, and 21 (minimums = 6, 5, 3, and 9 minutes respectively)? (ref. M-39 § 222.214.b.2; p. 96)
- Were line 21 items changed to 22 improperly? (ref. M-39 § 222.214.h; p. 101; 1980 national settlement, M-00605)
- Was the route examiner's conduct proper? (ref. M-39 § 232)
- Was reasonable comfort stop time deducted? (ref. M-39 § 242.341)
- When was the consultation?
- Were forms provided in advance? 1838 - 5 days; 1840 - 1 day (ref. M-39 § 241.4)
- On the 1840, did management select ONLY the carrier's actual average office time, or the standard (i.e. 18&8) or were deductions made? (ref. M-39 § 242.31)
- On the 1840, did management justify the selection of either the inspection average or the 1840-B average (cannot select the lesser time solely for that reason)? (ref. M-39 § 242.32)
- Did management discuss and document (no vague assertions) any deductions to the carrier's base street time? (ref. M-39 § 242.345, 346, 347)
- If the adjustments are based on short cut failures or park point changes, was a re-inspection scheduled? (ref. M-39 § 242.344)
- Were the carrier's comments/recommendations noted? (ref. M-39 § 243.11.a)
- Were the carrier's comments/recommendations considered? (ref. M-39 § 243.11.c)
- Did management require the carrier to sign the 1840? (ref. M-39 § 243.11.a)
- Was the assignment adjusted to as near 8 hours as possible? (ref. M-39 § 242.122)
- Did management consider the abilities of the carriers involved if transferring territory? (ref. M-39 § 243.317.a)

ARGUMENTS/CITATIONS:

- Remember, the union has the burden of proving the Contract was violated.
- The requirements for properly inspecting an assignment, compiling the data, and making adjustments are detailed in the M-39, Chapter 2.

REMEDY:

Re-evaluate and re-adjust the grievant's assignment as necessary; re-inspect the assignment if necessary; make the grievant whole, including with compensatory remedy; and/or other appropriate remedy.