

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? If so, what is the remedy or what shall be the remedy?

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.