

LABOR RELATIONS

**UNITED STATES
POSTAL SERVICE****RECEIVED**

DEC 20 1996

**CONTRACT ADMINISTRATION UNIT
N.A.L.C. WASHINGTON, D.C.**

Mr. Vincent R. Sombrotto
President
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue NW
Washington, DC 20001-2197

Re: H90N-4H-C 96077604
SON-SC-C 89395
CLASS ACTION
NAPLES, FL 33941-9998

Dear Mr. Sombrotto:

On several occasions, the most recent being September 26, 1996, I met with your representative, Jim Edgemon, to discuss the above captioned grievance at the fourth step of our contractual grievance procedure.

Based on the most recent discussion, it was agreed that the following mutual understanding will supercede the original decision in this case dated August 13, 1996.

The case at issue deals with an office in a DPS environment. The September 1992 MOU at Appendix C of Building our Future by Working Together, as well as Handbook M-39 (243.614), specify that, within 60 days of implementing the planned adjustments for future automated events, the parties will revisit those adjustments to ensure that routes are as near to 8 hours daily as possible. Both the planned adjustments and subsequent minor adjustments that may be necessary are based on the most recent route inspection data for the route. In this case, the reexamination process was timely conducted in August (within 60 days of implementing the planned adjustments). During its revisitation of the adjustments, management also conducted one-day counts in order to determine each carrier's office performance as provided for in M-39, Section 141.2.

The interpretive issue in this grievance is whether Management violated the National Agreement by conducting one-day special office mail counts as part of its requirement to revisit and reexamine previously planned adjustments.

During our discussion, we mutually agreed that Special Office Mail Counts (M-39, 141.2) are conducted when management desires to determine the efficiency of a carrier in the office, and cannot form the sole basis for route adjustments. However, no prohibition exists that restricts management from also conducting a one-day count for the above purpose in conjunction with the 60-day reexamination of planned adjustments. The only time restraint imposed by the M-39 is that the carrier must be given one-day's advance notification.

Accordingly, please sign and return the enclosed copy of this decision as your acknowledgement to remand this case to Sept 3 for further processing and application of the above understanding.

Sincerely,



Nora A. Becker
Grievance and Arbitration
Labor Relations



Vincent R. Sombrotto
President
National Association of Letter
Carriers, AFL-CIO

Date: 1/6/97

Exhibit 222.1 (p. 2)

PS Form 1838-C, Carrier's Count Mail – Letter Carrier Routes Worksheet

United States Postal Service Carrier's Count Mail - Letter Carrier Routes Worksheet					
Post Office <i>Hometown</i>		Delivery Unit <i>Applegate Station</i>		Route No. <i>1357</i>	
AM		PM		Actual Time Entries	
1. Letter-Size		Carrier Marked-up		CFS	
<i>621</i>		<i>142</i>		<i>2</i>	
<i>271</i>				<i>45</i>	
<i>892</i>					
2. Mail of All Other Sizes					
<i>378</i>		<i>315</i>		<i>28</i>	
<i>66</i>					
<i>444</i>					
3. Accountable and Signature Mail					
Registered/Certified <i>8</i>					
COD/Customs <i>2</i>					
Postage Dues <i>1</i>					
Express Mail <i>1</i>					
5. All parcel Post over 2 lbs.		<i>1</i>			
<i>12</i>					
6. Sequenced and Collated					
Letter Size					
Other Size					
9. 2nd-Class Marked up (exclude Form 3579)					
10. Mail with Form 3579 attached					
12. Change of Address Recorded					
13. Insured Receipts Turned In					
Enter Line Number In Explanation Column		DPS Volume Pieces: (7a) To be added to line 7a on PS Form 1838		<i>987</i>	
LINE		Comments		Actual Time Entries	
Registered-Certified-COD-Customs Postage Due-Form 3868-signing for, returning funds and receipts.		14		21(d)	
Withdrawal of mail		15		E 3:29	
Sequencing and collating By-Pass Mail		16		B 3:28	
Actual Strapping out time		17		E 2:53	
Break (local option)		18		B 2:48	
Vehicle inspection		19		E 2:47	
Office Work not covered by form (work functions must be identified and approved as being necessary and of a continuing nature) (use Comments Section)		21		B 2:45	
Waiting for mail (office) and other office activities not performed on a continuing basis which are excluded in computing the net office time (Use Comment section)		22		E 9:14	
Counting mail and filling out form 1838 worksheet		23		B 9:12	
Signature of Carrier (or Examiner)		<i>S Lynn</i>		E 8:50	
				B 8:45	
				E 8:04	
				B 7:58	
				E 7:55	
				B 7:48	
				E 7:48	
				B 7:45	
				E 7:34	
				B 7:32	
				E 7:17	
				B 7:15	
				E 6:22	
				B 6:05	
				E 6:04	
				B 6:00	
				TOTAL	
				56	
				Time Clock Rings	
				E	
				R	
				L	
				B	
				E 15.52 FR	
				R 14.72 FR	
				L 09.94 FR	
				B 06.00 FR	
Signature of Carrier (or Examiner)		Day of Week		Date	
<i>S Lynn</i>		<i>Fri.</i>		<i>4/4/96</i>	
I certify the above information recorded by me is correct.		Reg. - Repl.		Lunch	
		<i>Reg.</i>		From To	
				<i>12:15 12:45</i>	

1977	7 Month	4 Month
Feb.	1st Week	--
Mar.	4th Week	2nd Week
		4th Week
Apr.	2nd Week	3rd Week
		1st Week
May	3rd Week	1st Week
		3rd Week
June	xxx	xxx
July	xxx	xxx
Aug.	xxx	xxx
Sep.	1st Week	4th Week
Oct.	Count month	Count month

- d. Should the count week fall in 2 months, the later month will be considered the count month for the purpose of selecting the 7 weeks random timecard analysis. If the regular carrier was not serving the route on at least one of the days of a week so selected or, if conditions during a week were obviously abnormal so as to justify that week being excluded from the 7 weeks random timecard analysis, the next available week in which the carrier so served at least 1 day shall be used for the 7 weeks period. If 7 such weeks do not exist, the maximum number of such weeks available will be used for the random timecard analysis of street time.
- e. Once the appropriate 7-week (or less if necessary) period is selected, the average street time for a composite week (i.e., average of actual time used on all Mondays, all Tuesdays, etc.) will be recorded on PS Form 1840-B.
- 242.324 The average street time for the week following the week of count and inspection (including only the days the regular carrier served the route) shall then be recorded on PS Form 1840-B, and averaged into the 7 weeks random time analysis to obtain an 8 week composite week average. If the regular carrier did not serve the route on at least one of the days of the week following inspection, that week will not be used in computing the street time allowance for the route. The average weekly street times for those weeks will then be transferred to PS Form 1840.
- 242.325 The base time selected under [242.321](#) may be adjusted where appropriate provided the reasons for such adjustment are documented on PS Form 1840 or attachments thereto.
- 242.33 **Office Time Allied Work Rules**
- 242.331 All CFS and throwback mail will be transported to its designated location by the carrier.
- 242.332 No carrier shall be disciplined for failure to meet standards, except in cases of unsatisfactory effort which must be based on documented, unacceptable conduct that led to the carrier's failure to meet office standards.



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

July 11, 1977

Mr. J. Joseph Vacca, President
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, N. W.
Washington, DC 20001

Re: NC-NAT-6811
Washington, DC

Dear Mr. Vacca:

On April 19, 1977, the National Association of Letter Carriers filed a Step 4 grievance alleging a dispute existed between the parties regarding the interpretation of the Memorandum of Understanding dated September 3, 1976, involving the 18 and 8 casing standards and imposing discipline on carriers for unsatisfactory effort.

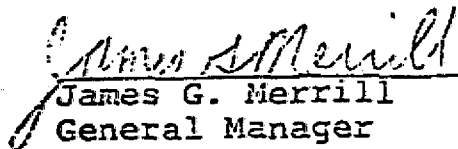
In discussion as to specifically what the alleged dispute involved, it was agreed between the parties that pursuant to the U. S. Postal Service's position outlined in Mr. James V. P. Conway's letter to you of April 6, 1977, the following agreement will dispose of any misunderstanding between the parties:

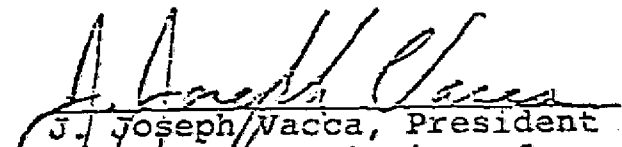
Management may not charge or impose discipline upon a carrier merely for failing to meet the 18 and 8 casing standards. Any such charge is insufficient. Under the Memorandum of Understanding of September 3, 1976, the only proper charge for disciplining a carrier is "unsatisfactory effort." Such a charge must be based on documented, unacceptable conduct which led to the carrier's failure to meet the 18 and 8 criteria. In such circumstances, management has the burden of proving that the carrier was making an "unsatisfactory effort" to establish just cause for any discipline imposed.

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Please sign the attached copy of this letter to acknowledge the agreed to settlement.

Sincerely,


James G. Merrill
General Manager
Grievance Division
Labor Relations Department


J. Joseph Vacca, President
National Association of
Letter Carriers, AFL-CIO