

Local Grievance # _____

Issue Statement (Block 15 of PS Form 8190):

Did management violate Chapter 4 of Handbook M-41, *City Carriers Duties and Responsibilities* via Article 19 of the National Agreement by instructing Letter Carrier(s) **[name]** not to perform P.M. office duties in accordance with handbook provisions on **[date]**, and if so, what should the remedy be?

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

Facts:

1. Letter Carrier **[name]** delivered Route **[route #]** on **[date]**
2. Section 411 of Handbook M-41 states:

Promptly record the time you return to the office and return card to timecard rack. If you are a motorized carrier, promptly unload your vehicle upon return to the office and then immediately record your returning time. At end of tour, record ending time, and return card to timecard rack.

3. Section 412 of Handbook M-41 states:

Follow instructions in 211.2 — except (1) set dials to indicate “R.S.” for Return Street and (2) set dials to indicate “E.T.” for End Tour.

4. Section 141.1 of Handbook F-21, *Time and Attendance*, states:

References to time clocks are also applicable to employee badge readers (EBRs). References to clock rings include time entries that are recorded electronically, mechanically (using a time clock), or manually (written in).

5. Section 414.12 of Handbook F-21 states in relevant part:

If time clocks are not available, employees required to record clock rings must write in their clock rings each day, in blue or black ink, in the clock ring spaces on the back of the time card.

6. Section 42 of Handbook M-41 states:

Place the mail collected on designated table or in receptacles.

7. Section 43 of Handbook M-41 states:

Turn in mail keys in exchange for assigned key check or signature clearance.

8. Section 432.1 of Handbook M-41 states:

Give finance clerk all undeliverable articles and Forms 3849 and/or 3811 for each registered and certified delivery.

9. Section 432.2 of Handbook M-41 states in relevant part:

Complete Form 3821 showing the number of receipts and undeliverable articles returned to the clerk. Ensure that any accountable items found in the DPS mail are added to the total accountable pieces included on the form. If form is properly completed, clerk will sign and return it to you. This is your receipt, keep it for a 2-year period.

10. Section 432.3 of Handbook M-41 states:

Enter the date of delivery and your signature in the spaces provided on Form 3849 — if you didn't do this when you delivered the article (see section 335.1). Deposit Form 3849 in the designated receptacle or give it to the finance clerk for clearance.

11. Section 433 of Handbook M-41 states:

Put all Forms 3811 which were requested by senders of insured mail in designated places. Complete Form 3849 as specified for registered and certified mail.

12. Section 434.1 of Handbook M-41 states:

Surrender to clearance clerk COD tags and the money for all delivered COD parcels. Return all undelivered CODs for clearance.

13. Section 434.2 of Handbook M-41 states:

If Form 3821 is used at your office, verify the entries after clerk has entered the amount of funds and the number of parcels accounted for (see exhibit 434.2). Carrier must place original of Form 3821 in locked receptacle provided and keep the duplicate for 3 months from last day of month issued. (Clerk may not do this.)

14. Section 434.3 of Handbook M-41 states:

If Form 3821 is not used at your office, clerk will initial and return delivery employee coupon to you. Keep this coupon for 2 years.

15. Section 435.1 of Handbook M-41 states:

Turn in to cage clerk Customs Forms 3419 and money collected for all custom duty mail.

16. Section 435.2 of Handbook M-41 states in relevant part:

After the clerk has entered the amount of funds and the number of parcels on Form 2944, verify the entries. Sign on line opposite the clerk's name.

17. Section 435.3 of Handbook M-41 states:

Place first copy of Form 2944 in locked receptacle provided and keep second copy for 3 months from last day of issuance.

18. Section 436.1 of Handbook M-41 states:

Return all undeliverable postage due mail and funds collected on postage due mail delivered.

19. Section 436.2 of Handbook M-41 states in relevant part:

The clearance clerk will sign Form 3584 if postage-due collected and returned articles agree with amount shown on Form 3584. You will be reimbursed for the amount due on the returned articles if you paid for the postage due articles in cash.

20. Section 441 of Handbook M-41 states:

Follow procedures listed in part 24 to process forwardable and undeliverable mail (1) that you didn't process before leaving the office and/or (2) that you picked up on route. After processing, place this mail in throwback case, as explained in part 24.

21. Section 442.1 of Handbook M-41 states:

After return from trip, obtain Form 1571, Undelivered Mail Report, (see exhibit 442.1) from unit manager.

22. Section 442.2 of Handbook M-41 states:

Add any mail which was not delivered but was returned to the office.

23. Section 442.3 of Handbook M-41 states:

Sign the form and give it to a unit manager.

24. Section 46 of Handbook M-41 states:

Whenever an inquiry requires a written or oral reply, furnish the information concisely and inclusively.

25. Section 47 of Handbook M-41 states:

Perform such other work as the manager may direct or as is required to maintain the case and route book in good condition. Record ending time on timecard as explained in subchapter 41.

26. On **[date]**, Letter Carrier(s) **[name]** was/were instructed by Supervisor **[name]** not to perform some of the required daily P.M. office duties contained in Chapter 4 of the Handbook M-41. **(Explain specifics)** This fact is supported by a statement from the grievant in the case file.

27. 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.

28. 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 Chapter 4 of Handbook M-41 via Article 19 of the National Agreement, when Letter Carrier(s) **[name]** was/were instructed not to perform all of the required daily P.M. office duties as required by Chapter 4 of the Handbook M-41. **(Explain specifics)**
2. 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.
3. 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. That management cease and desist violating Chapter 4 of the M-41 via Article 19 of the National Agreement.
2. That Letter Carrier(s) **[Name], [Name], and [Name]** each be paid a lump sum payment of \$50.00 for each violation as an incentive to ensure future compliance.
3. 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.

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 Chapter 4 of the Handbook M-41 via Article 19 of the National Agreement.

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 Chapter 4 of the Handbook M-41 via Article 19. 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 for each violation to serve as an incentive for future compliance.



National Association of Letter Carriers Request for Information

To: _____
(Manager/Supervisor)

Date _____

(Station/Post Office)

Manager/Station _____,

Pursuant to Articles 17 and 31 of the National Agreement, I am requesting the following information to investigate a grievance concerning a violation of Handbook M-41 via Article 19:

1. Copy of the TACS Employee Everything Report for Letter Carrier(s) **[name(s)]** for **[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: _____