



MEMO To The Branch 2184 Leadership Council, February 15, 2022

Walt McGregory
Jackie McGregory

Mel MacDonald
Cathy Tondreau
Jim Powell
Phil Ashford
Tracy Mitchell
Gloria Warthen
Felicia Davis
Leonard Zawisa
Joe Golonka
Dave Reise
Erik Venzke
Kris Shaw
Mark Owen
Bryon Hendricks
Jillian Hudgins
Darryl Clay
Symone Coleman
Yvonne Jackson
Karl Tamburro
Denise Viola
Shaun Fowlkes
Lillian Bogosian
Scherrie Lacey
Scherkeira Wells
Scott Watts
Valerie Watkins
Elizabeth Bays
Tamara Bosman
Kristie Nelson
Diego Forshaw
Otis Barney
Keith Benedict
William Douglas
Jake Szor
Jeffrey Webb
Nakia Whitfield
Katrina Jones
Ananias Epps
Ramon Robinson
Tonya Rutledge
Paul Bordine
Mike Tredway
Danita Hill

This month's Leadership Council Memo will begin as usual with a Branch administrative update. Although there are some hopeful signs that the lengthy pandemic and its repeated waves has begun to subside, in the near term the Branch will continue to operate on the side of caution and thus will conduct our meetings telephonically during March. This includes the general membership meeting on Wednesday, March 2, steward meetings on Tuesday, March 8 and Monday, March 14, and an executive board meeting on Monday, March 28.

On Monday, January 31, the Branch executive board met, and as one of the orders of business, discussed funding for qualified delegates attending the forthcoming NALC National Convention in Chicago on August 8 through 12. This as well as additional pertinent convention information will be disseminated to all delegates by the Branch during the next few months after it is finalized. **A reminder that any delegate planning to attend the convention in Chicago should have already notified the Branch of their intent to do so, and if not, they MUST do so ASAP.** Delegates that are active letter carriers also should have already notified management in their stations when vacation selections began in early December of their intent to attend the convention.

NALC Region 6 (aka the K.I.M. region; Kentucky, Indiana, Michigan) National Business Agent David Mudd announced during a recent teleconference that the decision had been made to return to an "in person" regional training seminar. This valuable and highly popular training opportunity for NALC contract enforcers and specialists annually occurs in October, coincident with the Columbus Day/Indigenous Peoples Day holiday weekend.

This year's event will be held at the Northern Kentucky Convention Center in Covington, Kentucky, the location of several previous training seminars, on Saturday, October 8 through Monday, October 10. Branch President Walt McGregory will provide further information about our Branch's participation in this training as additional details become available during the coming months.

NALC National President Fred Rolando has appointed Ronnie Roush from Carmel, Indiana Branch 888 to fill a vacant regional administrative assistant (RAA) position at the Region 6 National Business Agents office. He joins Kyle Inosencio from Grand Rapids, Michigan Branch 56 as the Region 6 RAAs.

Stewards and Branch officers - when contacted by a member for assistance with filing an OWCP CA-1 form for work-related Covid exposure, please direct the member to our Branch 2184 website (NALC2184.org). In the lower righthand corner of the welcome page on our Branch website is a link to easy, step by step guidance entitled "Covid claim filing in ECOMP." This is a simple, 11-slide PowerPoint prepared by our National Business Agent's office that will enable any active NALC member who has contracted Covid that they believe resulted from an exposure at work to quickly and effectively submit an OWCP claim. **As always, stewards MUST also follow up to ensure that our member receives Continuation of Pay (COP) for any work loss beyond 3 calendar days.**

Management in one of our offices permanently changed the start times for all carrier assignments by providing just one day's advance notice of a change that was effective the next day. Although management often changes carrier start times, there is a contractual requirement to provide adequate notice or incur a premium pay liability. However, unlike what is commonly believed, in most instances this is NOT "out of schedule" pay, a subject that is widely misunderstood. **Additionally, the "out-of-schedule" pay rules apply only when a management-initiated schedule change is temporary in nature, not permanent.** In cases of permanent schedule changes (which of course are seldom if ever actually permanent), management need only provide notice of the change by Wednesday of the week before the service week that the change is scheduled to become effective. All stewards are encouraged to read the JCAM page Article 8, section 4 discussion of management-initiated schedule changes and out-of-schedule as well as overtime pay applicability.

Staffing issues continue in many of our Branch 2184-represented offices and in many instances non-ODL or work assignment ODL fulltime carriers are being required to work on nonscheduled days. Such work is, of course, always subject to the mandatory overtime provisions of Article 8.5.D. of the Contract. This includes a requirement to first utilize all regular ODL carriers up to 12 hours daily, 60 hours weekly, and 20 maximum weekly overtime hours, this per Article 8.5.G and M-00859. **ODL carriers do NOT have the right to voluntarily "waive" this maximization requirement, although they can request to be excused "in exceptional cases based on equity" per Article 8.5.E.** In general, if you have signed an overtime list, you have volunteered to do the work as assigned and are expected to do so.

Related to this is a frequent question concerning how much advance notice does management have to provide when scheduling any fulltime regular carrier to work on a nonscheduled day? Except in holiday scheduling situations which are governed by Article 11 procedures, the answer is right up until the time that a carrier clocks out the previous workday. After that, usually the only way they can contact a carrier is by telephone or text message - and of course no one is required to answer their personal phone or to use it for any postal-related business. Keep in mind that Postal employees are not even required to provide management with their phone number, only a current mailing address.

A question arose concerning the temporary detailing of CCAs to other installations. The relevant and applicable National level language regarding this issue is found in M-01827, a MOU agreed to by the NALC and the USPS. Among other requirements, this provides that "When the need arises to temporarily assign CCAs outside their employing office, management will to the extent possible use volunteer CCAs from the delivery unit, as long as the volunteers will be in a similar pay status. If sufficient volunteers are not found, **CCAs from the delivery unit providing assistance will be temporarily assigned to the other installation in reverse relative standing order to the extent practicable.**" This language makes clear that such assignments are not made through any sort of rotation, but rather only by reverse relative standing. Additionally, a CCA on an opt (holddown) cannot be assigned to another installation in lieu of the duties and schedule of their opted for assignment, regardless of relative standing.

There will be a virtual retirement seminar conducted by NALC Region 6 National Business Agent David Mudd's office on Sunday, March 20 from 1:00 to 3:00 p.m. Any member that is considering retirement within the next few years should make every effort to participate in this valuable seminar. All they need is a computer and Internet access and a few hours of their time. Stewards, please advise any interested member to contact the Branch 2184 office so that Branch President Walt McGregory can register them on the NALC "Members Only" web portal.

On Thursday, February 3 the NALC and the Postal Service agreed to further extend several Covid-related Memorandums of Understanding through Friday, April 8, 2022. This latest extension of the "Covid memos" is M-01972 in the NALC Materials Reference System (MRS). The extended MOUs as well as well an extension of a USPS directive on the liberal use of sick leave and changes of schedule can be found on the NALC website.

Local Grievance # _____

Issue Statement (block 15 of PS Form 8190):

Did management violate Articles 5 and 21 of the National Agreement along with ELM Section 540 and EL-505 via Article 19 of the National Agreement and 20 C.F.R. 10 by failing to start and/or properly process Continuation of Pay (COP), and if so, what should the remedy be?

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

Facts:

1. Letter Carrier **[name]** suffered a traumatic on-the-job injury on **[date]** at approximately **[time]** when **[explain incident]**.

2. Section 541.2 of the ELM defines a traumatic injury as:

Traumatic injury — a condition of the body caused by external force, including stress or strain. The injury:

(1) Must be identifiable as to time and place of occurrence and member or function of the body affected.

(2) Must be caused by a specific event or incident, or series of events or incidents, within a single day or work shift.

3. Letter Carrier **[name]** reported the injury to Supervisor **[name]** on **[date]** at approximately **[time]**. This is documented by the written statement from Letter Carrier **[name]** in the case file and/or the receipt of CA-1.
4. Letter Carrier **[name]** elected COP on form CA-1.
5. Management failed to provide the grievant **[name]** COP. This is documented by the copy of form CA-1, TACS everything report and/or a copy of the grievant's check stub.
6. Article 21.4 of the National Agreement states:

Employees covered by this Agreement shall be covered by Subchapter I of Chapter 81 of Title 5, and any amendments thereto, relating to compensation for work injuries. The Employer will promulgate

appropriate regulations which comply with applicable regulations of the Office of Workers' Compensation Programs and any amendments thereto.

7. Article 21 of the JCAM explains:

Workers' Compensation. *Letter carriers who sustain occupational injury or disease are entitled to workers' compensation benefits under the Federal Employees' Compensation Act (FECA), administered by the U.S. Department of Labor's Office of Workers' Compensation Programs (OWCP).*

Sources of information concerning federal workers' compensation benefits are:

- *ELM Section 540—USPS regulations governing workers' compensation;*
- *USPS Handbook EL-505, Injury Compensation (December 1995);*
- *Title 5 United States Code Section 8101 (5 U.S.C. 8101)—the Federal Employees' Compensation Act (FECA);*
- *Title 20 Code of Federal Regulations Section Chapter 1 (20 C.F.R. 1) —regulations of the Office of Workers' Compensation Programs;*

8. National Arbitrator Bernstein ruled in case number H1N-5G-C 14964:

Article 5 of the National Agreement serves to incorporate all of the Service's "obligations under law" into the Agreement, so as to give the Service's legal obligations the additional status of contractual obligations as well. This incorporation has significance primarily in terms of enforcement mechanism--it enables the signatory unions to utilize the contractual vehicle of arbitration to enforce all of the Service's legal obligations. Moreover, the specific reference to the National Labor Relations Act in the text of Article 5 is persuasive evidence that the parties were especially interested in utilizing the grievance and arbitration procedure spelled out in Article 15 to enforce the Service's NLRB commitments.

Contentions:

1. Management violated Articles 5 and 21 of the National Agreement along with ELM Section 540 and EL-505 via Article 19 of the National Agreement and 20 C.F.R. 10 by failing to provide and/or properly process COP.

2. 20 C.F.R. 10 is the implementing regulations of the Federal Employees Compensation Act. Section 10.205 covers eligibility to receive COP and 10.220 addresses situations in which management is not required to start COP:

§10.205 What conditions must be met to receive COP?

(a) To be eligible for COP, a person must:

- (1) Have a "traumatic injury" as defined at §10.5(ee) which is job-related and the cause of the disability, and/or the cause of lost time due to the need for medical examination and treatment;
- (2) File Form CA-1 within 30 days of the date of the injury (but if that form is not available, using another form would not alone preclude receipt); and
- (3) Begin losing time from work due to the traumatic injury within 45 days of the injury.

(b) OWCP may find that the employee is not entitled to COP for other reasons consistent with the statute (see §10.220).

§10.220 When is an employer not required to pay COP?

An employer shall continue the regular pay of an eligible employee without a break in time for up to 45 calendar days, except when, and only when:

- (a) The disability was not caused by a traumatic injury;
- (b) The employee is not a citizen of the United States or Canada;
- (c) No written claim was filed within 30 days from the date of injury;
- (d) The injury was not reported until after employment has been terminated;
- (e) The injury occurred off the employing agency's premises and was otherwise not within the performance of official duties;
- (f) The injury was caused by the employee's willful misconduct, intent to injure or kill himself or herself or another person, or was proximately caused by intoxication by alcohol or illegal drugs; or
- (g) Work did not stop until more than 45 days following the injury.

3. Section 543.41, 545.71, 545.721 and 545.732 of the ELM addresses the management's responsibilities when an employee requests COP as follows:

543.41 Continuation of Regular Pay

For most employees who sustain a traumatic injury, FECA provides that the employer must continue the employee's regular pay during any periods of resulting disability up to a maximum of 45 calendar days (see 545.72 for explanation of eligibility for COP). Such pay is subject to taxes and all other usual payroll deductions. If an employee elects COP and the claim is subsequently denied, any COP granted to the employee

must be charged to sick or annual leave or considered an overpayment of pay at the employee's option (see 437).

545.71 General

FECA provides that the employer must continue regular pay during periods of disability up to a maximum of 45 calendar days for eligible employees who sustain traumatic injuries. Employees are not required to use their own sick or annual leave, unless the provisions of 545.73 or 545.74 apply.

545.721 Initial Disability for a Traumatic Injury

To be eligible for COP, an employee must:

- a. Have a traumatic injury.*
- b. File Form CA-1 within 30 days of the date of the injury and elect COP.*
- c. Begin losing time from work within 45 days of the injury.*

545.732 Controversion With COP Withheld

The Postal Service controverts (i.e., challenges or disputes validity) a claim and does not authorize COP when any one of the following circumstances is present:

- a. The disability was not caused by a traumatic injury.*
 - b. No written claim was filed within 30 days from the date of injury.*
 - c. The injury was not reported until after employment had been terminated.*
 - d. The injury occurred off the employing agency's premises and was otherwise not within the performance of official duties.*
 - e. The injury was caused by the employee's willful misconduct or intent to bring about injury or death to self or another person, or was proximately caused by the employee's intoxication by alcohol or illegal drugs.*
 - f. The first absence caused by the injury occurred 45 days or more after the injury.*
4. The grievant notified Supervisor **[name]** of his/her injury and elected COP. At that point, the manager was required to, among other things, provide the grievant

with COP. This did not happen in this case. Moreover, because management did not provide COP, they did not comply with the other requirements of the language quoted above.

5. In all situations, except as described in 545.732 above, the employer may controvert entitlement to COP, but must continue the employee's regular pay pending a final determination by OWCP. OWCP has the exclusive authority to determine questions of entitlement and all other issues relating to COP. In this case no exception under 545.732 exists, and management did not provide COP.
6. Handbook EL-505 set out management's responsibilities to provide COP. The following language appears on page 4:

An employee's regular pay may be continued for up to 45 calendar days of wage loss because of disability and medical treatment following a traumatic injury. This is to ensure that the employee's income is not interrupted while the claim is being adjudicated.

The EL-505 goes on to state in Chapter 4 at page 80,

Obligation: Informing Injured Employees of Right to COP, Sick, or Annual Leave

A traumatically injured employee may elect to have COP for the first 45 calendar days of disability or to use sick or annual leave. This election must be made on the CA-1

Also at page 80 management is required to make any employee who chooses sick or annual leave rather than COP aware of their rights,

If the employee chooses sick or annual leave, ensure that the employee has been made aware of his or her rights and responsibilities (see Exhibit 3.5b, Sample Letter: Employee Rights, Responsibilities, and Choice of Physician).

The EL-505 also requires the service to counsel the injured employee by use of Exhibit 3.5a found at pages 53, and 54.

7. The Union contends this issue is an "obligation under the law" as defined by National Arbitrator Bernstein; therefore, management violated Article 5 of the National Agreement as well.
8. Letter Carriers who are injured on-the-job are guaranteed certain rights and protections by the National Agreement and federal law. When these rights are violated, Letter Carriers are harmed. Without the proper forms being provided

and/or properly processed at the time of a traumatic injury, an employee's Worker's Compensation benefits could be delayed and/or denied for reasons that are out of the employee's control. In this case, the grievant did not receive the pay (COP) he/she was entitled to under the law.

Remedy (block 19 of PS Form 8190):

1. That management cease and desist violating Articles 5 and 21 of the National Agreement along with ELM Section 540 and EL-505 via Article 19 of the National Agreement and 20 C.F.R. 10.
2. That management abide by ELM Section 540 and EL-505 at all times in the future.
3. That Letter Carrier **[name]** be made whole for any and all lost wages and benefits that occurred as a result of management's actions.
4. That Letter Carrier **[name]** be paid a lump sum of \$100.00 to serve as an incentive for future compliance.
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, and/or any other remedy the Step B team or an arbitrator deems appropriate.

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 failing to provide and/or properly process Continuation of Pay (COP).

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 failing to provide and/or properly process Continuation of Pay (COP). 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 this point.

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 as an incentive for future compliance.

Before Mail Count And Inspection

Office _____

Steward _____

[illegible]

After Mail Count And Inspection

Office _____

Steward _____

Possible Grievances	Was this done properly	Date	If grievance filed grievance #	Date	Resolution/Status	Date
1840 Improperly bracketed days						
R Day T Day incorrect M39-241.32						
Failure to bracket columns M39-241.33						
Improper Aux time M39-241.35						
Pieces Delivered improper M39-241.35						
Failure to sign M39-241 R						
Failure to record line items - analysis office M39-241.35Q						
Failure to provide 1838C, 1838, 1840 timely M39-241.4						
Failure to provide documentation of all time disallowances M39-242.347, M39-242.345, .346						
Failure to record carrier comments M39-243.11						
Failure to provide (immediately) copy after consultation						
Only regular times used M39-241.33, 241.35						
Vacant route standard + 1840B						
1840R Failure to adjust close to 8hrs as possible M39-242.122 M41-911.2						
Failure to abide with COR settlements pg 136-137 Travel To, from, Within, Relays allied time						
1840B anomalies - deducted						
Failure to abide with 52 day time limit M39-211.3						

Local Grievance # _____

Issue Statements (Block #15 on PS Form 8190):

1. Did management violate Chapter 2 of the M-39 Handbook and Chapter 9 of the M-41 Handbook via Article 19 of the National Agreement by improperly evaluating mail count and inspection data and implementing improper route adjustments in the **[Station/Post Office]**, and if so, what is the appropriate remedy?
2. Did management violate Article 15 of the National Agreement by failing to abide by the national level settlement (M-01661, Q01N-4Q-C 05022605) on Carrier Optimal Routing (COR) while making route adjustments in the **[Station/Post Office]**, and if so, what should the remedy be?

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

Facts:

1. Management conducted a 6-day mail count and inspection on Route(s) **[route #s]** at the **[Station/Post Office]** beginning on **[date]** and ending on **[date]**.
2. Management implemented route adjustments at the **[Station/Post Office]** on **[date]**.
3. Section 242.122 of the M-39 Handbook states:

242.122 The proper adjustment of carrier routes means an equitable and feasible division of the work among all of the carrier routes assigned to the office. All regular routes should consist of as nearly 8 hours daily work as possible.
4. Section 911.2 of the M-41 states:

911.2 The count of mail is used to gather and evaluate data to adjust routes fairly and equitably to insure that the workload for each route will be as near as possible to an 8-hour workday for the carrier.
5. Section 213.d of the M-39 states:

213 *Review and Analysis of Carrier Control Forms*
Three or four weeks prior to the scheduled period of formal mail counts and route inspections, an analysis should be made of:

d. *Form 1840-B, Carrier Time Card Analysis (see exhibit 213d (p. 1, 2, 3, and 4)).*

6. Section 242.3 of the M-39 Handbook sets forth the rules for selection of the weeks that will make up the 1840-B Time Card Analysis and for excluding days(s) that distort the final 1840-B street time average.
7. Section 221.11 of the M-39 states:

221.11 *Schedule*

The count of mail on all letter delivery routes, regular and auxiliary, must be for 6 consecutive delivery days on one-trip routes and for 5 consecutive delivery days, exclusive of Saturday, on two-trip routes or one-trip routes with abbreviated or no delivery on Saturday. It is not mandatory that mail counts begin on Saturday and continue through Friday so long as they are made on consecutive delivery days.

8. Section 222.214 of the M-39 provides the rules for the proper time allowances for Letter Carrier work in the office. (See Pages 102-108 of the M-39)
9. Section 241.3 of the M-39 provides the instructions for completing the PS Form 1840 and the proper use of the regular carrier's office and street times. (See Pages 131-134 of the M-39)
10. Section 241.32 and 241.33 of the M-39 explains that days the regular carrier does not carry the route are to be identified on PS Form 1840. These days are to be excluded when evaluating the route.

241.32 *The Inclusive Dates From: and To: columns on the extreme left must be completed to show the inclusive dates of the count period and under Day, each day of the week. Enter the letter R immediately to the left of the day on which the route was served by a replacement carrier, the letter T on the day the carrier technician T-6 served the route. Circle the day on which the route was inspected.*

241.33 *Bracket [] the time entries in columns A, B, C, D, and E for the days on which the route was served by a replacement carrier or carrier technician T-6 because these figures are to be excluded when entering the figures on the total line for columns A, B, C, D, and E.*

11. Section 241.35 of the M-39 provides that the regular carrier's time must be used. When auxiliary street assistance is provided the replacement carrier's street time is not used. The time it took the regular carrier to deliver the same portion of the route on the day of inspection is obtained from Form 3999.

12. Section 241.4 of the M-39 states:

241.4 *Providing Carrier With Summary*

A completed copy of the front of Form 1840 — reflecting totals and averages from Forms 1838, day of inspection data, route examiner's comments, and analysis of office work functions and actual time recordings — will be furnished the carrier at least 1 day in advance of consultation. Completed copies of Form 1838 will be given to the carrier at least 5 calendar days prior to consultation.

13. Section 923.1 of the M-41 states:

923 *Providing Carrier With Summary*

923.1 *A completed copy of the front of Form 1840, Carrier Delivery Route — Summary of Count and Inspection, reflecting totals and averages from Forms 1838, day of inspection data, examiner's comments, and analysis of office work functions and time recordings, will be furnished carrier at least 1 day in advance of consultation. Completed copies of Form 1838 will be given the carrier at least 5 calendar days prior to consultation.*

14. Section 242.32 of the M-39 states:

242.32 *Street Time*

242.321 *For evaluation and adjustment purposes, the base for determining the street time shall be either:*

- a. The average street time for the 7 weeks random timecard analysis and the week following the week of count and inspection; or*
- b. The average street time used during the week of count and inspection.*

242.322 *The manager will note by explanatory Comment on the reverse of Form 1840 or attachments thereto why the base street time allowance for the route was established at the time selected.*

The manager's selection of the street time allowance cannot be based on the sole criterion that the particular time selected was the lower.

15. Section 242.344 of the M-39 states

242.344 If during the route inspection, the supervisor notes that the letter carrier fails properly to finger mail or to take proper short cuts, and that those failures were sufficient enough to warrant a time adjustment for the route, a reinspection will be made after the letter carrier has been instructed regarding the proper procedures to be used. Every effort will be made to conduct such reinspection prior to the implementation of the adjustments in the delivery unit.

16. Section 242.345 of the M-39 states:

242.345 Any time adjustment to a carrier's base street time due to identified improper practices or operational changes (such as, but not limited to, the elimination of relay or park points, or travel pattern changes), must be documented by appropriate Comments on the reverse of Form 1840 or attachments thereto. Such adjustments must be discussed with the carrier at the time of consultation concerning the route evaluation. If the carrier, at the time of the consultation, notes the absence of such documentation in writing on the Form 1840 or attachment thereto, and initials and dates the Form 1840 or attachments thereto, and management does not supply such documentation within 1 week, with a copy to the carrier, the time adjustment shall be disallowed.

17. Section 242.347 of the M-39 states:

242.347 All time disallowances and related comments will be noted on Form 1840 or attachments thereto, and furnished the letter carrier at least 1 day prior to consultation.

18. Section 243.11 (c) of the M-39 states:

243.11 Unilateral Method

- c. The postmaster or designee must consider the comments of the individual who inspected the route, consult with the manager of the delivery unit, and consider suggestions from the carrier serving the route.*

19. The National Level Settlement on COR, Q01N-4Q-C 05022605, (M-01661) states:

The Carrier Optimal Routing (COR) process is a management tool to assist with the adjustment of letter carrier routes pursuant to Chapter 2 of Handbook M-39. No components of the COR program or application of the COR process will be inconsistent with the route inspection, evaluation, or adjustment process found in Chapter 2 of the M-39 Handbook.

Should the Postal Service develop COR for use in the minor route adjustment process, related components of the COR program or application of the COR process will be consistent with the specific minor route adjustment formula in Section 141.19 of Handbook M-39. Local parties that have established, by mutual agreement, an alternate route adjustment method may also use applications of COR consistent with their alternate route adjustment process.

To facilitate the practical application of this understanding, when transferring territory the back of the PS Form 1840 will indicate, by sector segment, any change in street credit from the actual street time used in sector-segment on PS Form 3999; including all relay, travel, allied time, etc. Any such adjustment to the carrier's actual street time must be documented and explained by appropriate comments on the reverse of PS Form 1840. Additionally, any time adjustment to the base street time, which must be selected pursuant to M-39 Section 242.321, will be documented and explained under the comments section on the reverse of PS Form 1840.

Travel To, Travel From, and Travel Within times must be validated, documented, and discussed during carrier consultation. The actual time should be taken from the Inspection PS Form 3999, unless a new pattern is created during the route adjustment process. If a new travel pattern has been created, the new times must be validated.

Notwithstanding any disputes regarding documentation of and/or justification for time adjustments made, the intent of the previous paragraph is for the letter carrier to be made aware of any proposed time adjustment to the carrier's base street time and/or to the street time of the territory being transferred. Time adjustments for territory being transferred will be by sector-segment, including all relay, allied, parcels, accountables, etc. Any time adjustment to a carrier's base street time must comply with the M-39 Section 242.345 through 242.347.

20. Section 243.232 (a) of the M-39 states:

243.232 To determine the territory to be transferred to or from any route, consider that:

- a. Scheme changes should be kept to a minimum and simplified where possible.*

Contentions:

1. Management violated Section 242.122 of the M-39 Handbook and Section 911.2 of the M-41 via Article 19 of the National Agreement by failing to adjust Route(s) **[route #(s)]** to as near eight hours work per day as possible.
2. Management violated Sections 222.214 of the M-39 Handbook via Article 19 of the National Agreement by failing to grant the proper line item time credit on PS Forms 1838-C and 1838 for line(s) **[line #s]** on Route(s) **[route #(s)]**.
3. Management excluded day(s)/time they should have included and/or included day(s)/time that should have been excluded when they completed PS Forms 1840-B at the **[Station/Post Office]**. These actions violated the intent of Sections 213.d and 242.3 of the M-39 Handbook. The end result is that the 1840-B street time credit given for the routes at the **[Station/Post Office]** is not representative of a "fair days work".
4. Management violated Section 221.11 of the M-39 Handbook via Article 19 of the National Agreement by conducting the count of mail on six consecutive delivery days on routes with abbreviated or no delivery on Saturday at the **[Station/Post Office]**. Routes **[Route #s]** with abbreviated or no delivery on Saturday should have had a count of mail on five consecutive delivery days.
5. Management violated Sections 241.35 of the M-39 Handbook via Article 19 of the National Agreement by failing to properly complete PS Form 1840 for Route(s) **[route #(s)]** when they failed to properly record the regular carrier's time.
6. Management violated Sections 241.35 of the M-39 Handbook via Article 19 of the National Agreement by failing to properly complete PS Form 1840 for Route(s) **[route #(s)]** when they improperly recorded a replacement carrier's time when auxiliary assistance was provided.
7. Management violated Sections 242.321 and 242.322 of the M-39 Handbook via Article 19 of the National Agreement by selecting the lower street time. This is apparent because the selected street time was the lowest time choice for nearly all the routes at the **[Station/Post Office]**. On routes where reasons for selection of street time were recorded, the answer(s) given were rubber-stamped and disingenuous.
8. Management violated Sections 242.321 and 242.344 of the M-39 Handbook via Article 19 of the National Agreement by making improper deductions to the street time credit for Route(s) **[route #(s)]**. When deductions are proposed based on allegations that a Letter Carrier(s) failed to finger mail properly and/or failed to take proper short cuts, Section 242.344 requires management to make every

effort to reinspect the route(s) involved prior to implementing route adjustments. The Agency failed miserably in this regard.

9. Management violated Sections 241.4 and 242.3 of the M-39 Handbook and Section 923.1 of the M-41 Handbook via Article 19 of the National Agreement by both failing to provide the appropriate documents in advance of the consultation, and by not properly conducting an evaluation consultation with the Letter Carriers assigned to the routes at the **[Station/Post Office]**.
10. Management violated Section 243.11 of the M-39 Handbook by making the final decision regarding proposed addition and/or relief to city route(s) without conducting a proper proposed route adjustment consultation with the Regular Letter Carriers assigned to the routes at the **[Station/Post Office]**.
11. Management also violated Section 243.11 of the M-39 via Article 19 of the National Agreement when it failed to consider suggestions for adjustments from the Regular Letter Carriers assigned to the routes at the **[Station/Post Office]**.
12. Management violated Section 243.232 (a) of the M-39 via Article 19 of the National Agreement when it failed to minimize and simplify scheme changes to the extent possible.
13. Management failed to abide by the national level settlement (M-01661, Q01N-4Q-C 05022605) on COR when they made route adjustments in the **[Station/Post Office]** using the COR program.
14. Management violated Section 242.345 of the M-39, which requires management to document and explain any changes made to a carrier's base time due to an operational change. Such changes must be discussed during the consultation. None of this was done in accordance with Section 242.345.
15. Management's overall objective was to eliminate as many routes as possible rather than to create routes that are adjusted to as near eight hours work per day as possible for the regular Letter Carrier assigned to each route at the **[Station/Post Office]** as required by Chapter 2 of the M-39 Handbook and Chapter 9 of the M-41 Handbook.
16. Management's failure to properly adjust routes to as near to eight (8) hours work per day as possible causes natural harm to Letter Carriers in the form of increased daily conflicts over how much time will be needed to complete a route(s), forced overtime, charges of unauthorized overtime, late delivery to customers, etc. In the event this case proceeds to arbitration, the Union will call the affected Letter Carriers to testify to the length of their assignments and the harm that has been caused by being assigned to an overburdened route.

Remedy (Block #19 on PS Form 8190):

1. That management cease and desist violating Section 242.122 of the M-39 Handbook and Section 911.2 of the M-41 Handbook via Article 19 of the National Agreement in the **[Station/Post Office]** in the future.
2. That management cease and desist violating the national level settlement (M-01661, Q01N-4Q-C 05022605) on COR in the **[Station/Post Office]** in the future.
3. That all routes be immediately returned to the status they were in prior to the route adjustment, or if this is no longer feasible, that all routes be adjusted to as near eight hours of work per day as possible for the regular Letter Carrier assigned to each route at the **[Station/Post Office]**.
4. To serve as an incentive for future compliance, each Letter Carrier in the **[Station/Post Office]** be paid \$25.00 per calendar day from **[date]** (date of adjustment) until all routes are returned to the status they were prior to the route adjustment, or until all routes are adjusted to as near eight hours of work per day as possible.
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, and/or any other remedy the Step B team or an arbitrator deems appropriate.

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 improperly evaluating mail count and inspection data and implementing improper route adjustments in the **[Station/Post Office]**,

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 improperly evaluating mail count and inspection data and implementing improper route adjustments in the **[Station/Post Office]**,

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 Article 15 of the National Agreement and the M-39 and M-41 Handbooks via Article 19:

1. Copies of the Workhour/Workload Report (All Routes) for the period _____ to _____ (the week of route count and inspection).
2. Copies of the Workhour/Workload Report (By Route) for City Route(s) _____ from the date of route adjustment implementation **[date]** to present.
3. TACS Employee Everything Reports for Letter Carrier(s) **[names]** working in the **[Station/Post Office]** for the period _____ to _____ (the week of route count and inspection).
4. Copies of PS Forms 1838 and 1838-C for City Route(s) _____ for the period _____ to _____ (the week of route count and inspection).
5. Copies of PS Form 1840-B (time card analysis) for City Route(s) _____.
6. Copies of both sides of PS Form(s) 1840 for City Route(s) _____. I am requesting both the consolidation of the route count and inspection side and the proposed adjustment side for City Route(s) _____.
7. Copies of all comments/notes (both office and street) for City Route(s) _____ from the week of route count and inspections conducted _____ to _____.
8. Copies of PS Forms 3999 with attachments for City Route(s) _____ from the day(s) of inspection.
9. Copies of PS Form 3999 (DCD Handheld Computer Printout if available) with all attachments for City Route(s) _____.

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10. Copies of the 3999 "Data Summary" screen for City Route(s) _____.
11. Copies of the 3999 "Function Analysis" screen for City Route(s) _____.
12. Copies of the 3999 "Audit Trail Report" for City Route(s) _____.
13. Copies of the following COR Reports for all affected zones in the **[Station/Post Office]**:
- a) Existing Route Summary
 - b) Adjusted Route Summary
 - c) Route Relations Summary Report
 - d) Territory Transfer Summary Report
 - e) Allied Time Report
 - f) Park Location and Relay Count Report
 - g) Route Summary Report

I am also requesting time to interview the following:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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: _____