

GUIDELINES (for Union use)

Grievances re: Carrier harassed by one day counts

Issue Statement: Did management violate Contractual provisions, including but not limited to Article 2,3,15,16,17 and 19 of the Collective Bargaining Agreement; M-39 141.2 and Step 4 decision M-00111, by harassing grievant with one day mail count? If so, what is the remedy or what shall be the remedy?

FACTS TO CONSIDER: (provide evidence as necessary)

- When was the grievant on count?
- How often has the grievant been on count?
- How often have other carriers been on count?
- Do work records (e.g. workhour and workload analysis; actual workhours - office; unit daily record) indicate the grievant's performance differs from others and justifies the counts?
- Does management have a history of using counts for harassment?

ARGUMENTS/CITATIONS:

- Remember, the union has the burden of proving the Contract was violated.
- Article 2 prohibits management from discrimination.
- Through Article 15 management is required to act reasonably, not in a manner that is disparate, arbitrary, or capricious.
- The M-39, § 141.2, notes one day counts are used to determine carrier efficiency.
- In the Step 4 decision M-00111 management acknowledged one day counts are to be used for the purpose intended in the M-39, not for harassment.
- The Joint Statement on Violence and Behavior in the Workplace prohibits management from intimidating, bullying, or harassing carriers.

REMEDY:

Cease and desist; make grievant whole; monetary award and/or other appropriate remedy.