

## 8. Discipline for Not Making Standards

### Office Time

No letter carrier can be disciplined for simply not making standards. There must be a showing of unsatisfactory effort. This showing must be based on documented, unacceptable conduct that led to the carrier's failure to meet office standards (M-39 Section 242.332).

#### **M-39**

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.

### Street Time

**There are no street standards!** In national level settlement M-00304, the parties agreed there is no set pace at which a carrier must walk and no street standard for walking. This language was reinforced in the September 16, 2011 national level settlement M-01769. The relevant language from these two settlements is shown below.

#### **M-00304**

"In keeping with the principle of a fair day's work for a fair day's pay, it is understood that there is no set pace at which a carrier must walk and no street standard for walking."

#### **M-01769**

"...there is no set pace at which a carrier must walk and no street standard for walking."

These settlements are reproduced in their entirety on the next two pages.



M 00304

UNITED STATES POSTAL SERVICE  
475 L'Enfant Plaza, SW  
Washington, DC 20260

OCT 22 1985

Mr. Francis J. Conners  
Vice President  
National Association of  
Letter Carriers, AFL-CIO  
100 Indiana Avenue, N.W.  
Washington, D.C. 20001-2197

Dear Mr. Conners:

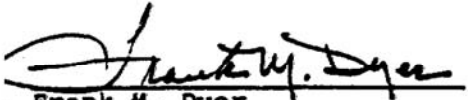
Recently we met in prearbitration discussion of the following cases:

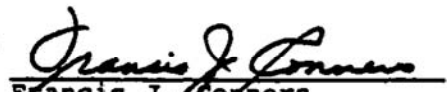
H1N-1N-D 31781, Madison, NJ	H1N-1N-D 36683, Avenel, NJ
H1N-1N-D 30460, Madison, NJ	H1N-1N-D 34559, Avenel, NJ
H1N-1Q-D 37134, Albany, NY	H1N-1N-D 28979, New Haven, CT
H1N-1N-D 36767, Avenel, NJ	H1N-1J-D 28974, New Haven, CT
H1N-1N-D 36766, Avenel, NJ	H1N-1J-D 28973, New Haven, CT
H1N-1N-D 36684, Avenel, NJ	H1N-1J-D 36895, Avenel, NJ

Each of these cases involve a disciplinary action as a result of route management. In keeping with the principle of a fair day's work for a fair day's pay, it is understood that there is no set pace at which a carrier must walk and no street standard for walking. Therefore, these cases are being remanded to the regional level of arbitration with the clear agreement between the parties that these cases are to be arbitrated at the regional level.

Please sign and return the enclosed copy of this letter acknowledging your agreement to remand these cases, withdrawing them from the pending national arbitration listing.

Sincerely,

  
Frank M. Dyer  
Labor Relations Specialist  
Arbitration Division  
Labor Relations Department

  
Francis J. Conners  
Vice President  
National Association of  
Letter Carriers, AFL-CIO

10/23/85  
(Date)

Enclosure

M-01769

Mr. Fredric V. Rolando  
President  
National Association of Letter  
Carriers, AFL-CIO  
100 Indiana Avenue, NW  
Washington, DC 20001-2144

Re: Q06N-4Q-C-11022051  
Class Action  
Washington DC 20260-4101

Dear Mr. Rolando:

Recently, our representatives met in prearbitration discussion of the above-referenced grievance.

The issue in this grievance is whether the office efficiency tool used to project office and street time in the Greater Indiana District violates the National Agreement.

After reviewing this matter, we mutually agree to settle the grievance as follows:

The subject office efficiency tool is a management tool for estimating a carrier's daily workload. The office efficiency tool used in the Greater Indiana District or any similar time projection system/tool(s) will not be used as the sole determinant for establishing office or street time projections. Accordingly, the resulting projections will not constitute the sole basis for corrective action. This agreement does not change the principle that, pursuant to Section 242.332 of Handbook M-39, "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." Furthermore, as stated in the agreement for case H1N-1N-D 31781, "there is no set pace at which a carrier must walk and no street standard for walking."

Projections are not the sole determinant of a carrier's leaving or return time, or daily workload. The use of any management created system or tool that calculates a workload projection does not change the letter carrier's reporting requirements outlined in section 131.4 of Handbook M-41, the supervisor's scheduling responsibilities outlined in section 122 of Handbook M-39, or the letter carrier's and supervisor's responsibilities contained in Section 28 of Handbook M-41.

This settlement is made without prejudice to the parties' rights under the National Agreement.

Please sign and return the enclosed copy of this decision as acknowledgement of our agreement to resolve this case, removing it from the national arbitration docket.

Time limits were extended by mutual consent.

Sincerely,



Alan S. Mobre  
Manager  
Labor Relations Policy  
and Programs



Fredric V. Rolando  
President  
National Association of Letter  
Carriers, AFL-CIO

Date: 9-16-11

## 2. Overtime During Count Week

If necessary, overtime may be used to enable the regularly assigned carrier to complete delivery during the days of the count week (M-39 Section 221.137).

### **M-39**

221.137 If necessary, overtime may be used to enable the regularly assigned carrier to complete delivery during the days of the count week.

This provision is much more limited than it may appear to be as a result of a national settlement (M-01106). This settlement makes it clear that the overtime provisions of Article 8 and the associated memorandums remain in full force and effect during the week of route count and inspection except for two situations:

- On the day(s) during the week of inspection when the carrier is accompanied by a route examiner, management may require a carrier not on the OTDL to work overtime on his/her own route in order to allow for completion of the inspection.
- On the other days during the week of inspection when the carrier counts mail, management may require a carrier not on the OTDL to work overtime on his/her own route for the amount of time used to count the mail.

M-01106 is printed in its entirety on next two pages.



UNITED STATES POSTAL SERVICE  
475 L'ENFANT PLAZA SW  
WASHINGTON DC 20260

M-01106

**RECEIVED**

NOV 25 1992

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

Mr. Lawrence G. Hutchins  
Vice President  
National Association of  
Letter Carriers, AFL-CIO  
100 Indiana Avenue, N.W.  
Washington, DC 20001-2197

RE: H7N-1N-C 34068/34114  
CLASS ACTION/M. CHASEN  
SPOTSWOOD, NJ 08884

Dear Mr. Hutchins:

On November 5, 1992 we met in prearbitration discussion of the above-referenced cases, which are currently pending national level arbitration.

The issue in these cases is whether management violated the National Agreement by requiring a carrier who was not on the overtime desired list to work overtime during the week of count and inspection.

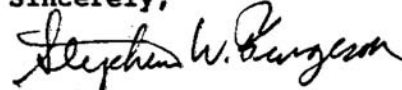
During our discussions, we mutually agreed to the following:


- 1) The overtime provisions of Article 8 and the associated Memorandums of Understanding remain in full force and effect during the week of count and inspection except that henceforth:
  - a. On the day during the week of inspection when the carrier is accompanied by a route examiner, management may require a carrier not on the overtime desired list or work assignment list to work overtime on his/her own route in order to allow for completion of the inspection.
  - b. On the other days during the week of inspection when the carrier counts mail, management may require a carrier not on the overtime desired list or work assignment list to work overtime on his/her own route for the amount of time used to count the mail.
- 2) The grievance is remanded to Step 3 for the determination of remedy.

M-01106

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle these cases and to withdraw the above captioned cases from the pending national arbitration listing.

Sincerely,

  
Stephen W. Furgeson  
General Manager  
Grievance and Arbitration  
Division


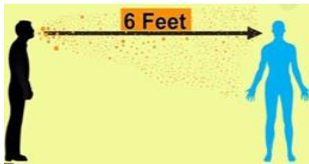

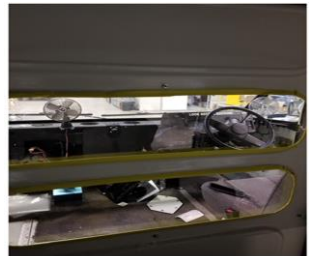



  
Lawrence G. Hutchins  
Vice President  
National Association of Letter  
Carriers, AFL-CIO

11/24/92  
Date

Enclosure

Standard Work Instructions:	Standard Work Instruction for Conducting a PS Form 3999 in LLV with Modified Bulkhead Door (Interior Horizontal Sliding Cargo Door)	Tracking:
Purpose:	To limit the exposure of COVID-19 for Letter Carriers & Examiners	
Updated on:	5-4-2021	Version 2

Go to HQ COVID-19 Website	Maintain at Least 6 ft. Separation	Use Proper PPE	Respiratory Etiquette and Hygiene	Practice Safe Driving
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	Steps	Key Points
	Visit the HQ COVID-19 Website: <a href="#">Link to Site</a>	<ul style="list-style-type: none"> <li>The official source of USPS COVID-19 information can be found on the USPS Blue Page</li> </ul>
 	<p>Examiners will remain at least 6 ft. away from the carrier at all times in the office, including during:</p> <ul style="list-style-type: none"> <li>Clock ring activities</li> <li>DPS / FSS retrieval</li> <li>Vehicle load &amp; unload</li> <li>Retrieving and returning empty equipment</li> </ul>	<ul style="list-style-type: none"> <li>Comply with social distancing at all times</li> <li>Examiner and carrier will wear face coverings</li> <li>Practice good respiratory etiquette and hygiene</li> <li>Sanitize DCD before and after use</li> </ul>
 	<p>Vehicles:  Mounted routes: examiners are recommended to ride in the vehicle  All other routes: determination is made based on local conditions:</p> <ul style="list-style-type: none"> <li>Examiner will sit in the jump seat behind modified bulkhead door</li> <li>Examiner must enter/exit via back door and have an extra vehicle key</li> <li>Carrier to replenish and retrieve parcels by opening rear cargo door from outside LLV</li> <li>Bulkhead door (sliding cargo door) is to remain closed during the inspection</li> </ul>	<ul style="list-style-type: none"> <li>Bulkhead door will provide separation between carrier and examiner</li> <li>Wear seatbelts when vehicle is in motion</li> <li>Observations, notes and DCD entries can be made from jump seat location</li> <li>Examiner and carrier will wear face coverings</li> </ul>
 	<p>Examiners will remain at least 6 ft. away from the carrier at all times on the street (excluding when seated on jump seat and carrier is in driver's seat), including during:</p> <ul style="list-style-type: none"> <li>Mail delivery</li> <li>Relay / Reloading</li> <li>Accountable delivery</li> <li>Package delivery / pick-ups</li> <li>CPMS scan &amp; collection</li> <li>Lunch / Breaks</li> </ul>	<ul style="list-style-type: none"> <li>Observations, notes and DCD entries must be made from a 6 ft. distance</li> <li>Examiner and carrier will wear face coverings</li> <li>When a carrier retrieves items from the back of the vehicle, the examiner should first exit the jump seat and the vehicle to allow for social distancing</li> </ul>

## 2. Conduct of the Route Examiner

The role of the examiner is to observe and accurately record data. Section 232.1 of the M-39 Handbook requires the examiner to do the following:

### **M-39**

232.1 The route examiner must:

- a. Not set the pace for the carrier, but should maintain a position to observe all delivery points and conditions.
- b. Not suggest or forbid any rest or comfort stops but should make proper notations of them.
- c. Not discuss with the carrier on the day of inspection the mail volume or the evaluation of the route. These matters must be discussed with the carrier at a later date when all data has been reviewed and analyzed.
- d. Make notations on the day of inspection on the appropriate form or separate sheet of paper of all items that need attention, as well as comments on the day of inspection. Also list any comments or suggestions for improving the service on the route, as well as suggestions or comments made by the carrier during the course of the inspection for improvement in delivery and collection service.
- e. Make comments and suggestions clearly, and in sufficient detail for discussion with the carrier and for decision-making purposes. The manager who will actually discuss the results with the carrier must have enough facts and figures to reach a final decision on any necessary adjustments to the route.

Any claims of a violation of these requirements should be supported by a detailed statement from the letter carrier(s) involved.

### 3. Street Break Rules

If the route being inspected takes both rest breaks on street time, the breaks will be taken separate from each other. The street breaks must also be separate from the lunch period (M-39 Section 242.341).

#### M-39

242.341 The carriers at the delivery unit will receive two 10-minute break periods. The local union may annually opt to have either (a) both breaks on the street or (b) one of the 10-minute breaks in the office and one break on the street. If two 10-minute breaks are taken on the street, they will be separate from each other. Breaks must be separate from the lunch period. The carrier shall record on Form 1564-A, *Delivery Instructions*, the approximate location of the break(s). Reasonable comfort stops will not be deducted from the carrier's actual time.

### 4. Comfort Stops

Section 242.341 of the M-39 Handbook (shown above) also provides that reasonable comfort stops will not be deducted from the carrier's actual time. You have to watch out for management trying to deduct time that was used for reasonable comfort stops. There is no one size fits all definition for what the term "reasonable" means in this instance. While management likes to put a number to everything, this is one of those situations where they just can't do that. Nature and geography control the amount of time that is reasonable for comfort stops.



UNITED STATES POSTAL SERVICE  
475 L'Enfant Plaza, SW  
Washington, DC 20260-0001

APR 15 1986

Mr. Joseph H. Johnson, Jr.  
Director, City Delivery  
National Association of  
Letter Carriers, AFL-CIO  
100 Indiana Avenue, N.W.  
Washington, D.C. 20001-2197

Re: Branch  
Whittier, CA 90605  
H1N-5B-C 29131

Dear Mr. Johnson:

On several occasions, the most recent being March 20, 1986, we met to discuss the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1981 National Agreement.

The question raised in this grievance is whether management may discipline a letter carrier for expansion of street time and/or authorized overtime using data obtained by management during a one day inspection of the carrier's route.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. Under Article 16, no employee may be disciplined except for just cause. In this instance, the parties agree that a one day count and inspection may not be used as the sole basis to establish a standard against which a carrier's performance may be measured for disciplinary purposes.

Whether or not discipline is properly issued, i.e., just cause exists under given circumstances, is a factual dispute suitable for regional determination.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, if necessary.


Mr. Joseph H. Johnson, Jr.

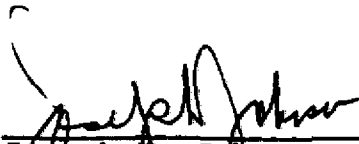
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Please sign and return a copy of this letter as your acknowledgment of agreement to remand this case.

Time limits were extended by mutual consent.

Sincerely,

  
\_\_\_\_\_  
Thomas J. Lang  
Labor Relations Department

  
\_\_\_\_\_  
Joseph H. Johnson, Jr.  
Director, City Delivery  
National Association of Letter  
Carriers, AFL-CIO