



STEP B DECISION

STEP B TEAM:
Tennessee

Betsy Davis, USPS
Paul F. Glavin, NALC

District Grieving:
Tennessee

Decision:	RESOLVED
USPS Number:	C11N-4C-C 17474752
Grievant:	Class Action
Branch Grievance #:	B4-00175-17
Branch:	4
Installation:	Belle Meade
Delivery Unit:	Post Office
State:	Tennessee
Incident Date:	05/12/2017
Informal Step A Initiated:	05/16/2017
Formal Step A Meeting Date:	08/04/2017
Date Received at Step B:	08/07/2017
Step B Decision Date:	09/20/2017
Issue Code:	05.0000
NALC Code:	508099, 600108

ISSUE:

Did Management violate Articles 5 and 19 of the National Agreement via section 171.36 of the M-39 Handbook, when they unilaterally changed the accepted Past Practice at the Belle Meade Station of taking a 40 minute lunch due to the distance of their lunch locations? If so, what is the appropriate remedy?

DECISION:

The Dispute Resolution Team has **RESOLVED** this grievance. The DRT determines in an effort to resolve this grievance at the lowest possible level the Union has established there is an existing past practice in the Belle Meade Station of extending their lunch breaks to 40 minutes and not taking a 10 minute afternoon break and will be allowed to continue to do so. The DRT further determines due to the unique and specific circumstances in this station which gave rise to the parties mutual agreement, this decision is reached on a non-precedent basis and is not to be cited or referenced by either party in future cases which may arise except for the purposes of the enforcement of this decision in the Belle Meade Station.

EXPLANATION:

The Union contends Management violated the National Agreement when they unilaterally terminated the past practice of carriers extending their lunch period to 40 minutes and not taking an afternoon break. The grievance file contains over 20 statements from letter carriers employed in the station as well as from Station Manager Baxter to show there has been a mutual agreement for as long as 47 years as well as agreeing on Line Item 16 that this is an undisputed fact. Past conversations with previous Postmasters have also been submitted in the file to support the Unions contentions that this has been the accepted manner and customary means of handling this situation in this office. Management cannot show where the practice has been vague, ambiguous, or contradictory over the years. The file contains a large map of the 37205 territory as evidence of the distance which carriers are required to travel for their lunch break which has forced this to be a necessity. The high volume of

traffic has also been taken into consideration by the parties at arriving at this decision. There was a mutual understanding of this until recently therefore; the Union requests this practice be restored in the Belle Meade Station.

Management contends the National Agreement was not violated when they instructed letter carriers in the Belle Meade Station to observe a 30 minute lunch while on their assignment. The carriers lunch period begins at the last delivery and ends on the next delivery scheduled in their line of travel and the street break must be separate from the lunch. The file contains the contractual language cited as evidence that it would be a clear violation to allow this practice to continue as it has been going. Management requests this grievance be denied.

The DRT directs the parties to Line Item 16, Undisputed Facts on PS Form 8190 which reads as follows:

City Carriers taking a 40 minute lunch due to the distance of their lunch locations is an accepted past practice.

The Step B Team notes there is no dispute at the Formal Step A Level that the practice of carriers in the Belle Meade Station extending their lunch breaks to 40 minutes and not taking a 10 minute afternoon break is an accepted past practice.

The grievance file contains a statement provided by Shop Steward Corey L. Walton which reads as follows:

In 2001, I bid to Belle Meade Station. When I arrived at Belle Meade it was told to me that we were allowed to take a 40 minutes lunch due to our lunch location being so far from most routes. We skip our afternoon breaks to compensate for this and not cost the Service any additional time. In 2006 I became Shop Steward at Belle Meade. I made sure to address this lunch time with any new station manager.

In 2011-2012 there was a meeting at Belle Meade with Postmaster Dave Vale, MCSO Steve Cole, MSCO JC Byrd, City Carrier Steve Weakley and myself. During the course of this meeting I brought up our lunch times to Postmaster Vale. I told him that due to our lunch locations, we had a past practice of taking a 40 minute lunch and bypassing our afternoon breaks. He stated "I don't give a damn if you take 2 hours for lunch as long as you do your job." He stated he had no issue with our past practice.

When Steve Cole became Postmaster we had a discussion at my case and he had no issue with our past practice concerning our lunch times. We have never had no issue with our past practice concerning our lunch times. We have never had any Manager, supervisor or Postmaster have an issue with our past practice until this new Postmaster stopped it. We found out she was stopping it in a stand up talk by our Manager on May 12th 2017.

Letter Carrier R. O. McDonald provided a statement which reads in part as follows:

After being at Belle Meade Station for over 47 years, it has always taken 40 minutes for lunch, due to travel time and driving safe.

The grievance file contains 29 statements from letter carriers which range from one year of service at the Belle Meade Station in Nashville to nearly half a century which shows the practice of Letter Carriers in the station being authorized to extend their lunch and forego their street break to take a 40 minute lunch due to the length of time and distance to an authorized lunch location or establishment.

Step 4 Decision (M-00624) dated December 7, 1977 reads in relevant part as follows:

The carrier's lunch period was extended from thirty minutes to forty five minutes because of the necessary time and distance to eating facilities. Since ample justification has been given, the grievance

is denied... If a reasonable alternative is presented, management should reconsider the necessity of a longer lunch break.

The above Step 4 Decision reveals the parties at the national level agree Management has the authority to extend a letter carriers lunch break due to the necessity of time or distance without violating Section 242.341 of the M-39 Handbook. The map and statements submitted by the Union in this grievance file provide evidence which is not disputed by Management that there is not only a past practice of the parties recognizing the distances required to travel for lunch, but that the issue had been fully resolved by a mutual arrangement by the parties until the subject dispute in this file.

The parties agreed to the following language on pages 5-2 through 5-4 of the July 2014 Joint Contract Administration Manual:

Defining Past Practice

In a paper given to the National Academy of Arbitrators, Arbitrator Mittenthal described the elements required to establish a valid past practice:

- First, there should be clarity and consistency. A course of conduct which is vague and ambiguous or which has been contradicted as often as it has been followed can hardly qualify as a practice. But where those in the plant invariably respond the same way to a particular set of conditions, their conduct may very well ripen into a practice.
- Second, there should be longevity and repetition. A period of time has to elapse during which a consistent pattern of behavior emerges. Hence, one or two isolated instances of certain conduct do not ordinarily establish a practice. Just how frequently and over how long a period something must be done before it can be characterized as a practice is a matter of good judgment for which no formula can be devised.

The Union contends the above statements reveal the practice of taking an extended lunch period in lieu of a 10 minute street break has been accepted by Management for at least 47 years in the Belle Meade Station. The carriers have established the longevity, repetition, and consistency of this practice prior to it being unilaterally prohibited.

- Third, there should be acceptability. The employees and supervisors alike must have knowledge of the particular conduct and must regard it as the correct and customary means of handling a situation. Such acceptability may frequently be implied from long acquiescence in a known course of conduct. Where this acquiescence does not exist, that is, where employees constantly protest a particular course of action through complaints and grievances, it is doubtful that any practice will be created.

The grievance file contains a statement provided by Station Manager Eric Baxter dated May 12, 2017 via E-mail transmission which reads in relevant part as follows:

It was stated that a meeting was held a few years back with then PM Dave Vale, Union President Dave Clark, manager of Belle Meade Station JC Byrd, & Mr. Walton concerning some issues that was occurring at the time. During the meeting, lunch times was came up and Mr. Vale stated that due to the vicinity of their routes to restaurants and other public establishments, certain carriers could combine their lunch/10 minute break together. When I became supervisor at Belle Meade in 2013, this practice was honored.

The Step B Team notes this email reveals the parties in the Belle Meade Station have entered into this conversation regarding lunch times in previous Management /Labor meetings. The parties at this level agreed that the unusual circumstances in the Belle Meade Station has allowed for a mutual determination that carriers will forego their 10 minute break in the afternoon to extend their lunch time to 40 minutes.

- One must consider, too, the underlying circumstance which give a practice its true dimensions. A practice is no broader than the circumstances out of which it has arisen, although its scope can always be enlarged in the day-to-day administration of the agreement. No meaningful description of a practice

can be made without mention of these circumstances. For instance, a work assignment practice which develops on the afternoon and midnight shifts and which is responsive to the peculiar needs for night work cannot be automatically extended to the day shift. The point is that every practice must be carefully related to its origin and purpose.

• Finally, the significance to be attributed to a practice may possibly be affected by whether or not it is supported by mutuality. Some practices are the product, either in their inception or in their application, of a joint understanding; others develop from choices made by the employer in the exercise of its managerial discretion without any intention of a future commitment.

To Implement Contract Language. Contract language may not be sufficiently specific to resolve all issues that arise. In such cases, the past practice of the parties provides evidence of how the provision at issue should be applied. For example, Article 15, Section 2, Step 3 of the 1978 National Agreement (and successor agreements through the 2000 National Agreement) required the parties to hold Step 3 meetings. The contract language, however, did not specify where the meetings were to be held. Arbitrator Mittenthal held that in the absence of any specific controlling contract language, the Postal Service did not violate the National Agreement by insisting that Step 3 meetings be held at locations consistent with past practice (N8-NAT-0006, July 10, 1979, C-03241).

Changing Past Practices

The manner by which a past practice can be changed depends on its purpose and how it arose. Past practices that implement or clarify existing contract language are treated differently than those concerning the "silent contract."

Changing Past Practices that Implement Separate Conditions of Employment.

If the Postal Service seeks to change or terminate a binding past practice implementing conditions of employment concerning areas where the contract is silent, Article 5 prohibits it from doing so unilaterally without providing the union appropriate notice. **Prior to making such a change unilaterally, the Postal Service must provide notice to the union and engage in good faith bargaining over the impact on the bargaining unit. If the parties are unable to agree, the union may grieve the change.**

Management changes in such "silent" contracts are generally not considered violations if 1) the company changes owners or bargaining unit, 2) the nature of the business changes, or 3) the practice is no longer efficient or economical. The first of these has rarely arisen in Postal Service cases involving its numerous bargaining units.

A change in local union leadership or the arrival of a new postmaster or supervisor is not, in itself, sufficient justification to change or terminate a binding past practice, as noted in the previous paragraph. (emphasis added)

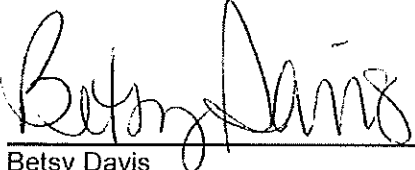
This case file reveals Management was in agreement to Letter Carriers in the Belle Meade Station performing their duties in the specific manner of which both parties agreed was the proper and correct means of doing so. Article 5 prohibits Management from unilaterally changing these practices without providing the Union with appropriate notice and engaging in good faith bargaining with them over the impact on the bargaining unit.

The Dispute Resolution Team has **RESOLVED** this grievance. The DRT determines in an effort to resolve this grievance at the lowest possible level the Union has established there is an existing past practice in the Belle Meade Station of extending their lunch breaks to 40 minutes and not taking a 10 minute afternoon break and will be allowed to continue to do so. The DRT further determines due to the unique and specific circumstances in this station which gave rise to the parties mutual agreement, this decision is reached on a non-precedent basis and is not to be cited or referenced by either party in future cases which may arise except for the purposes of the enforcement of this decision in the Belle Meade Station.

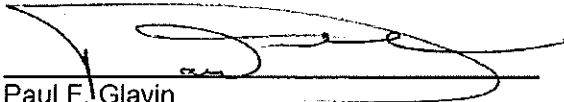
This grievance file contained the following documents:

- (1) PS Form 8190
- (2) Union Contentions (9 Pages)
- (3) Shop Steward Statement
- (4) (M-00624)
- (5) M-39 Handbook (Page 6)
- (6) Email Transmission (2 Pages)
- (7) Photograph
- (8) Clock Ring Editor Module
- (9) Stationary Event Documentation (9 Pages)
- (10) Carrier Statements (27 Pages)
- (11) JCAM (7 Pages)
- (12) Standard Operating Procedures (5 Pages)
- (13) Management Contentions (M-00834) (2 Pages)
- (14) M-39 Handbook Section 242.34
- (15) PS Form 1564-A
- (16) Large Map of Belle Meade

In reaching the above decision, the DRT carefully reviewed each of the documents and placed the appropriate value to each as it applied to the issue in this grievance.



Betsy Davis
USPS Step B Representative



Paul F. Glavin
NALC Step B Representative

USPS Number C11N-4C-C 17474752

Cc: Pete Moss, NALC NBA Region 8
Jill Miniard, Eastern Area Labor Relations Manager
Michael Kulikowski, Eastern Area Labor Relations
Kimberly Oliver, USPS Formal A Representative
Jason Leath, NALC Formal A Representative
Wendy English, TN District Manager (A)
Charisse Gamble, District Human Resources Manager
Nita Fournier, District Labor Relations Manager (A)



Date Received at Step B (MM/DD/YYYY)

USPS-NALC Joint Step A Grievance Form

INFORMAL STEP A — NALC Shop Steward Completes This Section (See instructions on page 2.)

1. Grievant's Name (Last, first, middle initial) CLASS ACTION			2. Grievant's Telephone No. (Include area code)	
3. Seniority Date (MM/DD/YYYY)		4. Status (Check one) <input type="checkbox"/> FT <input type="checkbox"/> FTF <input type="checkbox"/> PTR <input type="checkbox"/> PTF <input type="checkbox"/> CCA		5. Grievant's Employee Identification Number (EIN)
6. District, Installation, Work Unit, ZIP Code® TN, NASHVILLE, BELLE MEADE, 37205			7. Finance No.	
8. NALC Branch No. 4	9. NALC Grievance No. B4-00175-17	10. Incident Date (MM/DD/YYYY) 05/12/2017	11. Date Discussed With Supervisor (Filing date) 05/16/2017	
12a. Companion MSPB Appeal? <input type="checkbox"/> Yes <input type="checkbox"/> No		12b. Companion EEO Appeal? <input type="checkbox"/> Yes <input type="checkbox"/> No		
13a. Supervisor's Printed Name, Initials, and Telephone No. B. B. 615-356-7465		13b. Steward's Printed Name, Initials, and Telephone No. Corey C. Walker CW 615-686-9595		

FORMAL STEP A — Formal Step A Parties Complete This Section (See instructions on page 2.)

14. USPS Grievance No.: Obtain prior to Formal Step A meeting. **17474752**

15. Issue Statement: Provide contract provision(s) and frame the issue(s).
 Did Management violate Articles 5 & 19 of the National Agreement also section 171.36 of the M-39 handbook, when they ended the accepted past practice of allowing city carriers to take a 40 minute lunch due to the distance of their lunch locations? if so what is the appropriate remedy?

16. Undisputed Facts: List and attach all supporting documents. Use additional paper if necessary. Attachments? No Yes Number ____
 city carriers taking a 40 minute lunch due to the distance of their lunch locations is an accepted past practice.

17. UNION'S full, detailed statement of disputed facts and contentions: List and attach all supporting documents. Use additional paper if necessary. Attachments? No Yes Number **65**
1 City Map Belle Meade 37205

18. MANAGEMENT'S full, detailed statement of disputed facts and contentions: List and attach all supporting documents. Use additional paper if necessary. Attachments? No Yes Number **6**

19a. Union Representative: Enter the remedy requested by the union.
 city carriers be allowed to continue the past practice of taking a 40 minute lunch. management abide by Article 5 when attempting to do away with an accepted past practice. whatever the B-team or Arbitrator deems appropriate.

19b. Settlement Offer: List any settlement offers by either party on page 3.

20. Disposition (Check one) Resolved Withdrawn Not Resolved Date of Formal Step A Meeting (MM/DD/YYYY) **8-4-2017**

21a. USPS Representative's Name Kimberly Clive	21b. Telephone No. (Include area code) 615-228-0446
21c. USPS Representative's Signature <i>[Signature]</i>	21d. Date (MM/DD/YYYY) 8/04/2017
22a. NALC Representative's Name Jason Heath	22b. Telephone No. (Include area code) 615-587-3816
22c. NALC Representative's Signature <i>[Signature]</i>	22d. Date (MM/DD/YYYY) 8-4-2017

Unions Contentions
B4-00175-17
Class Action
Belle Meade Station

The issue in this grievance is did management violate of Articles 5 and 19 of the National Agreement, when Management terminated the accepted Past practice of carriers extending their lunch time to 40 minutes and not taking an afternoon break and if so what is the appropriate remedy?

The Union has established that there was an existing past practice in place of carriers extending their lunch breaks to 40 minutes and by-passing their 10 minute afternoon break due to the lunch locations being too far from most city carrier routes.

On page 5-2 of the Joint Contract Administration Manual both parties have agreed to the following language:

Defining PastPractice

In a paper given to the National Academy of arbitrators, Arbitrator Mittenthal described the elements required to establish a valid past practice:

First, there should be clarity and consistency. A course of conduct which is vague and ambiguous or which has been contradicted as often as it has been followed can hardly qualify as a practice. But where those in the plant invariably respond the same way to a particular set of conditions, their conduct may very well ripen into a practice.

The Union contends that there can be no greater clarity and consistency than an accepted practice of well over 20 years. Management cannot show where over the past 20 years this practice has been vague, ambiguous or contradicted.

Second, there should be longevity and repetition. A period of time has to elapse during which a consistent pattern of behavior emerges. Hence, one or two isolated instances of certain conduct do not ordinarily establish a practice. Just how frequently and over how long a period something must be done before it can be characterized as a practice is a matter of good judgment for which no formula can be devised.

The Union contends that over 20 years of an accepted practice surely shows longevity and repetition. Also an email from the Station Manager stating that he's been at Belle Meade since 2013 and it has been an honored practice.

Third, there should be acceptability. The employees and supervisors alike must have knowledge of the particular conduct and must regard it as the correct and customary means of handling a situation. Such acceptability may frequently be implied from long acquiescence in a known course of conduct. Where this acquiescence does not exist, that is, where employees constantly protest a particular course of action through complaints and grievances, it is doubtful that any practice will be created.

The Union contends that the Station Manager acknowledged in an email to the new Postmaster that this practice was honored. Carriers' statements show that as far back as 20 years this practice was honored. Management will not be able to produce a single honest statement from any Manager, supervisor or Postmaster, before this new Postmaster, that can state this was not an accepted practice.

One must consider, too, the underlying circumstance which give a practice its true dimensions. A practice is no broader than the circumstances out of which it has arisen, although its scope can always be enlarged in the day-to-day administration of the agreement. No meaningful description of a practice can be made without mention of these circumstances. For instance, a work assignment practice which develops on the afternoon and midnight shifts and which is responsive to the peculiar needs for night work cannot be automatically extended to the day shift. The point is that every practice must be carefully related to its origin and purpose.

The case file includes and shows the following:

#1. over 20 statements from city carriers at the Belle Meade Post office stating that as long as they have worked at this office this has been an accepted practice. Some over 20 years.

#2. The 8190 states under line 16, undisputed facts, both parties have agreed this has been an accepted past practice.

#3. In an email dated Friday May 12, 2017 Station Manager Eric Baxter writes the following to Postmaster Toni Franklin:

During the meeting lunch time was came up and Mr. Vale stated that due to the vicinity of their routes to restaurants and other public establishments, certain carriers could combine their lunch/10 break together. *When I became supervisor at Belle Meade in 2013, this practice was honored.*

The Union contends that this practice arose out of necessity. The lunch locations in the 37205 zip code are too far from most carriers routes. Management acknowledges this much in their packet provided to the Union

"please investigate. Carrier had a 38 minute stationary event with *16 minutes* of travel time"

"Travel times to events were up to *18 minutes* in some cases.

The Union contends that the lunch locations are not only a great distance from most carriers routes but also in heavy traffic areas. Management shows how much travel time it takes on some days.

Section 171.36 of the M-39 Handbook reads as follows:

The location of a suitable and reasonable lunch place and time must be a subject of discussion between the carrier and the unit manager. The authorized location(s) must be on or within a minimum reasonable distance from the route. Particular attention must be given to the reasonableness of the distance to the eating place and back to the route. If at all possible, the authorized lunch stops should be on the line of travel.

The Union contends the discussion between carriers and management has been well established years ago. Management has allowed the practice of carriers combining their 10 minute street break with their 30 minute lunch break to accommodate lunch locations. Current Manager Eric Baxter and manager's prior have recognized the necessity of allowing carriers to utilize their 10 minute street break to assist in a suitable lunch location. The Union contends past and prior management has given particular attention to the reasonableness of allowing carriers to accommodate the extra distances of travel to and from lunch locations by utilizing their 10 minute street break in combination with their lunch period. It would now be unreasonable for management not to consider the long distances and heavy traffic in which the carriers encounter daily.

The case file includes a statement from shop steward Corey Walton which reads in relevant parts as follows:

In 2001 I bid from Acklen station to Belle Meade station. When I arrived at Belle Meade it was told to me that we were allowed to take a 40 minute lunch due to our lunch locations being so far from most routes.

In 2011-12 there was a meeting at Belle Meade with Postmaster Dave Vale, MCSO Steve Cole, MCSO JC Byrd, City Carrier Steve Weakley and myself. During the course of this meeting I brought up our lunch times to Postmaster Vale. I told him that, due to our lunch locations, we had a practice of taking a 40 minute lunch and bypassing our afternoon breaks. He stated he had no issue with our past practice.

When Steve Cole became Postmaster we had a discussion at my case and he said he had no issue with our past practice concerning our lunch times.

The Union contends Belle Meade Supervisors & Managers, MSCO personnel, and Postmasters have all acknowledged the longevity, necessity, and reasonableness for allowing letter carriers at the Belle Meade Post Office to have a 40 minute lunch period.

Finally, the significance to be attributed to a practice may possibly be affected by whether or not it is supported by mutuality. Some practices are the product, either in their inception or in their application, of a joint understanding; others develop from choices made by the employer in the exercise of its managerial discretion without any intention of a future commitment.

The Union contends that this past practice was affected by mutuality. Both parties have agreed to this practice for over 20 years now. Until the new Postmaster arrived there was always a joint understanding, as can be seen on Station Manager Eric Baxter's Email. The Union contends this grievance be sustained and city carriers be allowed to continue the long standing past practice of taking a 40 minute lunch, while management abide by Article 5 when attempting to do away with an accepted past practice, or whatever Step-B team or Arbitrator deems appropriate.

The Union contends at the Formal A meeting management presented PS Form 1564-A for Cory Walton route #11 showing authorized lunch period From: 1300 - To: 1330 with approximate break locations 1. OFFICE , 2. Last Stop. Approved by SCS Tim Freels 7-8-11. The Union contends 1564 A is inaccurate and in violation of SOP City carriers II. Street duties letter J stating (Breaks may not be taken within the last hour of the tour or on overtime).

At the Formal A meeting Both parties contacted letter carrier Cory Walton to ask him questions concerning 1564-A.

Question- Did yourself and Tim Freels take an afternoon street break at your last stop of your route 7-8-11?

Answer: No, because of the distance to our lunch locations we took a 40 minute lunch and Tim Freels stated that he would just get my afternoon 10 minute break at the end of the route since we had combined it with lunch.

Question: TMA. Walton do you ever take an afternoon street break at your last stop?

Answer: No, we have had a long standing past practice of combining our afternoon street break with our lunch period.

Question: Mr. Walton is the 1564-A conducted with Tim Truels
7-8-11 accurate?

Answer: NO, Tim and I both ate lunch for 40 minutes
and he said he would just put my afternoon break
at my last stop to fulfill the entry.

The Union contends management has ~~deliberately~~ falsley recorded entries
on PS Form 1564-A recording a break at Corey Walton route 11
last stop in violation of SOP 11. Street Duties letter j. 9.1.
(After last delivery, return immediately to the office via your authorized
line of travel unless otherwise directed by management.

The Union contends at the Formal A meeting management
never contends this has been an accepted past practice.
Additionally management chose not to rebutt the Unions position
of an accepted past practice from statements, or contacting personnel
to ~~provide~~ help support any management position that this was not
an accepted long standing practice.

Both Formal A parties agreed that 1564-A approximate break positions
states last stops, but from Mr. Walton's phone interview is inaccurate

The Union contends management presented it's case at the Formal A with
contentions, PS FORM 1564-A, and contractual language that Informal A
Shop Steward Cory Walton never saw or had a chance to contend.

The Union continues to stress that 17.39 section 171.36
of the location of a suitable and reasonable lunch place
and time must be a subject of discussion between the
carrier and the Unit manager! Has happened and was established
that carriers at the Belle Meade Post Office would be allowed
to take a 40 minute lunch break due to lunch locations and
traffic as a long standing, statement proven, emails provided
past practice.

Unions Informal Step A contentions

Class Action:

Violation of Articles 5 and 19, when Management terminated the accepted Past practice of carriers extending their lunch time to 40 minutes and not taking an afternoon break.

The Union has established that there was an existing past practice in place of carriers extending their lunch breaks to 40 minutes and by-passing their 10 minute afternoon break due to the lunch locations being too far from most city carrier routes. The case file shows the following:

over 20 statements from city carriers at the Belle Meade Post office stating that as long as they have worked at this office this has been an accepted practice. Some over 20 years.

The 8190 states under line 16, undisputed facts, both parties have agreed this has been an accepted practice.

In an email dated Friday May 12, 2017 Station Manager Eric Baxter writes the following to Postmaster Toni Franklin:

During the meeting lunch time was came up and Mr. Vale stated that due to the vicinity of their routes to restaurants and other public establishments, certain carriers could combine their lunch/10 break together. *When I became supervisor at Belle Meade in 2013. this practice was honored.*

In a statement from Steward Corey L. Walton he states that he had conversations with Postmaster Dave Vale and then Postmaster Steve Cole. Both stated they had no issue with the continuance of the existing past practice. *Management cannot rebutt this statement.*

On page 5-2 of the Joint Contract Administration Manual both parties have agreed to the following language:

Defining PastPractice

In a paper given to the National Academy of Arbitrators, Arbitrator Mittenthal described the elements required to establish a valid past practice:

Unions Informal Step A contentions

Class Action:

Violation of Articles 5 and 19, when Management terminated the accepted Past practice of carriers extending their lunch time to 40 minutes and not taking an afternoon break.

The Union has established that there was an existing past practice in place of carriers extending their lunch breaks to 40 minutes and by-passing their 10 minute afternoon break due to the lunch locations being too far from most city carrier routes. The case file shows the following:

- over 20 statements from city carriers at the Belle Meade Post office stating that as long as they have worked at this office this has been an accepted practice. Some over 20 years.
- The 8190 states under line 16, undisputed facts, both parties have agreed this has been an accepted practice.
- In an email dated Friday May 12, 2017 Station Manager Eric Baxter writes the following to Postmaster Toni Franklin:

During the meeting lunch time was came up and Mr. Vale stated that due to the vicinity of their routes to restaurants and other public establishments, certain carriers could combine their lunch/10 break together. **When I became supervisor at Belle Meade in 2013, this practice was honored.**

- In a statement from Steward Corey L. Walton he states that he had conversations with Postmaster Dave Vale and then Postmaster Steve Cole. Both stated they had no issue with the continuance of the existing past practice. **Management cannot rebutt this statement.**
- In a statement from Postmaster Dave Vale he acknowleges the conversation with Shop Steward Corey L. Walton. **Management cannot rebutt this statement.**

On page 5-2 of the Joint Contract Administration Manual both parties have agreed to the following language:

Defining Past Practice

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First, there should be clarity and consistency. A course of conduct which is vague and ambiguous or which has been contradicted as often as it has been followed can hardly qualify as a practice. But where those in the plant invariably respond the same way to a particular set of conditions, their conduct may very well ripen into a practice.

The Union contends that there can be no greater clarity and consistency than an accepted practice of well over 20 years. Management cannot show where over the past 20 years this practice has been vague, ambiguous or contradicted.

Second, there should be longevity and repetition. A period of time has to elapse during which a consistent pattern of behavior emerges. Hence, one or two isolated instances of certain conduct do not ordinarily establish a practice. Just how frequently and over how long a period something must be done before it can be characterized as a practice is a matter of good judgment for which no formula can be devised.

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day shift. The point is that every practice must be carefully related to its origin and purpose.

The Union contends that this practice arose out of necessity. The lunch locations in the 37205 zip code are too far from most carriers routes. Management acknowledges this much in their packet provided to the Union. On page 7 of their packet it states the following:

"please investigate. Carrier had a 38 minute stationary event with **16 minutes** of travel time"

On page 11 of their report they state the following:

"Travel times to events were up to **18 minutes** in some cases.

The Union contends that the lunch locations are not only a great distance from most carriers routes but also in heavy traffic areas. Management shows how much travel time it takes on some days.

Finally, the significance to be attributed to a practice may possibly be affected by whether or not it is supported by mutuality. Some practices are the product, either in their inception or in their application, of a joint understanding; others develop from choices made by the employer in the exercise of its managerial discretion without any intention of a future commitment.

The Union contends that this past practice was affected by mutuality. Both parties have agreed to this practice for over 20 years now. Until the new Postmaster arrived there was always a joint understanding, as can be seen on Station Manager Eric Baxters Email.

To whom it may concern,

In 2001 I bid from Acklen station to Belle Meade station. When I arrived at Belle Meade it was told to me that we were allowed to take a 40 minute lunch due to our lunch locations being so far from most routes. We would skip our afternoon breaks to compensate for this and not cost the Service any additional time. In 2006 I became Shop Steward at Belle Meade. I made sure to address this lunch time with any new station manager.

In 2011-12 there was a meeting at Belle Meade with Postmaster Dave Vale, MCSO Steve Cole, MCSO JC Byrd, City Carrier Steve Weakley and myself. During the course of this meeting I brought up our lunch times to Postmaster Vale. I told him that, due to our lunch locations, we had a practice of taking a 40 minute lunch and bypassing our afternoon breaks. He stated "I dont give a damn if you take 2 hours for lunch as long as you do your job." He stated he had no issue with our past practice.

When Steve Cole became Postmaster we had a discussion at my case and he said he had no issue with our past practice concerning our lunch times. We have never had any Manager, supervisor or Postmaster have an issue with our past practice until this new Postmaster stopped it. We found out she was stopping it in a stand up talk by our station Manager on May 12th 2017. That next Monday I was given an investigative interview and disciplined on May 19th due to extending my lunch period. Unbelievable.

Shop Steward,



Corey L. Walton

ARTICLE III
(CHANGE OF SCHEDULE)

DEC 9 1977

Mr. Thomas D. Riley
Assistant Secretary-Treasurer
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, N. W.
Washington, D. C. 20001

KEY CASE

#353

Re: Notter, et al
Holtsville, NY
NC-N-8378/V77-19649

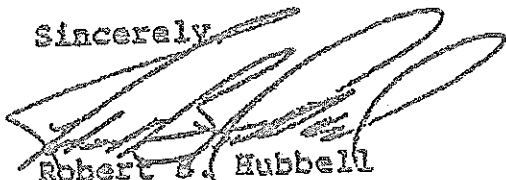
Dear Mr. Riley:

On October 27, 1977, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

The carrier's lunch period was extended from thirty minutes to forty-five minutes because of the necessary time and distance to eating facilities. Since ample justification has been given, the grievance is denied. However, it is not clear if all other means have been explored i.e. taking the lunch break earlier or later on the route, the feasibility of carrying lunch, etc. If a reasonable alternative is presented, management should reconsider the necessity of a longer lunch break.

Sincerely,



Robert S. Hubbell
Labor Relations Department

Union grieved because lunch period was extended to 45 minutes. Article III gives management the right to establish and change such schedules.

NOTE: SEE ALSO 171.36 OF THE M39

171.3 Distances

- 171.31 The distance from the delivery unit to and from the route shall be the distance from the platform or post office exit (not where the vehicle is parked) to the point of the first delivery or to the point of the last delivery.

Note: The distance from the end of the route to the delivery unit is used only where the route begins at a distance less than 1/2 mile from the delivery unit and ends at a distance more than 1/2 mile from the delivery unit.

- 171.32 The distance between segments of routes shall be the distance from the last delivery point of a segment to the point of the first delivery of the next segment.

- 171.33 New construction or demolition may result in distance changes requiring recomputation.

- 171.34 Form 1311 provides for reimbursement for each car movement when a carrier uses his or her vehicle as transportation for distance of more than 1/2 mile between segments of a route or routes. The necessity for all these moves must be determined, and distances verified by the route examiner or manager performing inspections. When one or more stops are added between these segments, the distances must be remeasured to determine if the allowance is still warranted.

- 171.35 Managers must be alert to changing carriers' line of travel where distances from starting and ending points to the delivery unit can be reduced to less than 1/2 mile separately, without adversely affecting the service or requiring substantial scheme changes.

- 171.36 The location of a suitable and reasonable lunch place and time must be a subject of discussion between the carrier and the unit manager. The authorized location(s) must be on or within a minimum reasonable distance from the route. Particular attention must be given to the reasonableness of the distance to the eating place and back to the route. If at all possible, the authorized lunch stops should be on the line of travel.

171.4 Relays

171.41 Purpose

Use the guidelines in Section 171.42 to determine if relays may be carried under a carrier transportation agreement or delivered by other means.

171.42 Guidelines

- 171.421 Do not include relays in agreements when:

- a. The same box is served by a relay carrier, or
- b. A relay carrier serves other relay points and other collection points in the same general area.

- 171.422 Weigh relays for a period of 1 week during an average mail volume period to determine the number warranted, before authorizing their handling under a

Baxter, Eric L - Nashville, TN

From: Baxter, Eric L - Nashville, TN
Sent: Friday, May 12, 2017 10:39 AM
To: Franklin, Toni W - Nashville, TN
Cc: McVey, Kerry L - Johnson City, TN
Subject: RE: Corey Walton LOC observations

I spoke with Corey Walton this morning and before I responded back, I was trying to verify what was stated to me.

It was stated that a meeting was held a few years back with then PM Dave Vale, union president Dave Clark, manager of Belle Meade Station JC Byrd, & Mr. Walton concerning some issues that was occurring at the time. During the meeting, lunch times was came up and Mr. Vale stated that due to the vicinity of their routes to restaurants and other public establishments, certain carriers could combine their lunch/10 min break together. When I became supervisor at Belle Meade in 2013, this practice was honored. Like I stated earlier, I was waiting on clarification via text message before I responded back.

This morning after the 7:05 telecom, I had a standup talk with all my employees relaying the message that combining your lunch/10 min break is no longer prohibited if you were participating in this activity . I made it very clear they are to take their 10 break separate from their lunch and their lunch starts when they close the lid on the box last delivered to and they have 30 mins to hit the next box.

Mr. Walton is also one who delivers takeoffs to the other carriers and they would usually relay those whenever he took lunch. I told the management team will we start getting the takeoffs to the carriers from here on to avoid this or they will have to come back and get it.

From: Franklin, Toni W - Nashville, TN
Sent: Thursday, May 11, 2017 8:13 PM
To: Baxter, Eric L - Nashville, TN <Eric.L.Baxter@usps.gov>; Powell, James - Nashville, TN <James.C.Powell2@usps.gov>
Cc: McVey, Kerry L - Johnson City, TN <Kerry.L.Mcvey@usps.gov>; Franklin, Toni W - Nashville, TN <toni.w.franklin@usps.gov>
Subject: FW: Corey Walton LOC observations

Eric,

I need to know what action has been taken with this employee. This needs your immediate attention. The LOC has been monitoring this carrier the last two weeks and there is no indication of any action.

I need your response on this. It will not be acceptable for the carrier to say he is taking breaks with lunch because by now we should have had that discussion with the carrier.

Respond back to me and Kerry. We will have to discuss this with the District/Area telecom and actions taken by the management team there.

Toni

From: Dechelle, Peter M - Chattanooga, TN
Sent: Tuesday, May 09, 2017 4:26 PM

To: Franklin, Toni W - Nashville, TN <toni.w.franklin@usps.gov>; McVey, Kerry L - Johnson City, TN <Kerry.L.Mcvey@usps.gov>
Cc: Rogers, Lisa C - Chattanooga, TN <Lisa.C.Rogers@usps.gov>
Subject: FW: Corey Walton LOC observations

Toni – we have done a lot of work to provide the unit this information.....can you tell me what has been done with this employee ?

Peter Dechelle
A/Manager Operations Programs Support
Tennessee District
O – 615-885-9265
C – 423-598-3454

From: Local Operations Center - Tennessee District
Sent: Tuesday, May 09, 2017 4:12 PM
To: Rogers, Lisa C - Chattanooga, TN <Lisa.C.Rogers@usps.gov>
Cc: Dechelle, Peter M - Chattanooga, TN <peter.m.dechelle@usps.gov>
Subject: Corey Walton LOC observations

4 LOC observations on Corey L Walton followed by a summary of the events found by pulling his data from the last month

8-21-16 C. Walton has a 37 minute Stationary event and goes 1.40 into penalty time



Route Type: IVA
 Employee Id: 00002307946
 Employee Name: Tomlinson, Scott A
 Employee Type: Carrier Tech
 System Id: SYS28036
 Facility ZIP: 37205
 Date: 08-21-2016
 Day Of Week: Sunday
 Lat/Long: 36.12462383, -86.850264
 Stationary Start: 13:01
 Stationary End: 13:45
 Duration: 00:44:01
 Ping Count: 44
 Packages Scanned: 0
 MSP Scans: 0
 Pick Ups: 0
 Switch To:

ZIP: 37205
 Route: 1608
 Route Type: IVA
 Employee Id: 00002317414
 Employee Name: Walton, Corey L
 Employee Type: Regular
 System Id: SYS28036
 Facility ZIP: 37205
 Date: 08-21-2016
 Day Of Week: Sunday
 Lat/Long: 36.1248465, -86.850372
 Stationary Start: 13:11
 Stationary End: 13:48
 Duration: 00:37:01
 Ping Count: 37
 Packages Scanned: 0
 MSP Scans: 0
 Pick Ups: 0
 Switch To:

Route Type: IVA
 Employee Id: 0000442852
 Employee Name: Moore, E
 Employee Type: Carrier Te
 System Id: SYS28036
 Facility ZIP: 37205
 Date: 08-21-2016
 Day Of Week: Sunday
 Lat/Long: 36.124641, -86.
 Stationary Start: 13:07
 Stationary End: 13:47
 Duration: 00:40:01
 Ping Count: 40
 Packages Scanned: 0
 MSP Scans: 0
 Pick Ups: 0



Belle Meade Kroger
 Kroger Deli



4546 Harding Pike
 Nashville, TN 37205

u18

TAC800F0

Clock Ring Editor Module

Clock Rings

Employee ID: 02317414 WALTON, COREY L

Pay Loc: 005

Weekly Totals

Edit Week

Show Rings

Ring Coloring

Wkly Sched: S-M-WTF

043: 01.

2016-17-2

All

ON

Daily Sched: 08:50 - 15:00

052: 18.

2016-18-1

Active

OFF

DA / LDC: 134 2100

053: 08.

Future

Transaction		Finance				Time Amt				T&A Frcd		TZ				
Code	MM/DD/YYYY	HH:hh	Number	Unit	R	Lvl	Oper	LU	Route	HH:hh	S	Ring	Msgs	Day	Day	
011	08 20 2016	07 00	47-6160	0000	Q	01	7220	05	05011	00 00		(W)NonScheduled	Be	1		CDT
011	08 20 2016	09 00	47-6160	0000	Q	01	7210	05	05011	00 00				1		CDT
011	08 20 2016	09 50	47-6160	0000	Q	01	7210	05	05016	00 00				1		CDT
011	08 20 2016	10 51	47-6160	0000	Q	01	7210	05	05011	00 00				1		CDT
091	08 20 2016	15 50			Q	01			00000	02 00	Y			1		CDT
014	08 20 2016	16 31			Q	01			05011	00 00		(W)NonScheduled	Enr	1		CDT
010	08 21 2016	07 10	47-6160	0000	Q	01	7240	00	05011	00 00		(W)NonScheduled	Be	2		CDT
091	08 21 2016	07 10			Q	01			00000	09 40	Y			2		CDT
011	08 21 2016	10 39	47-6160	0000	Q	01	7230	00	05011	00 00				2		CDT
011	08 21 2016	15 60	47-6160	0000	Q	01	0770	00	05011	00 00		SUNDAY PARCEL DISTRIBUTION				
014	08 21 2016	17 00			Q	01			05011	00 00		(W)NonScheduled	Enr	2		CDT
010	08 22 2016	07 10	47-6160	0000	Q	01	7220	05	05011	00 00		(F)End Of Tour Missin		3		CDT

2016-18-1: 08/20/2016 thru 08/26/2016

<<

>>

Save

Close

Help

3-23-17 C. Walton is observed with a 47 minute stationary event.



Belle Meade Stationary Event 03/23

Coordinates: 36.128756, 86.852033



Stationary Event

ZIP: 37205
 Route: 0011
 Route Type: N/A
 Employee Id: 00002317414
 Employee Name: Walton, Corey L.
 Employee Type: Regular
 System Id: 545,98916
 Facility ZIP: 37205
 Date: 03-23-2017
 Day Of Week: Thursday
 Lat/Long: 36.128756, 86.852033
 Stationary Start: 13:01
 Stationary End: 13:48
 Duration: 00:47:02
 Ping Count: 41
 Packages Scanned: 0
 MSP Scans: 0
 Pick Ups: 0
 Switch To:

Stationary Event

ZIP: 37205
 Route: 0017
 Route Type: N/A
 Employee Id: 00002145104
 Employee Name: Bart, J.
 Employee Type: Regular
 System Id: 545,98916
 Facility ZIP: 37205
 Date: 03-23-2017
 Day Of Week: Thursday
 Lat/Long: 36.1288, 86.852033
 Stationary Start: 13:01
 Stationary End: 13:08
 Duration: 00:47:02
 Ping Count: 43
 Packages Scanned: 0
 MSP Scans: 0
 Pick Ups: 0
 Switch To:

5-2-17 C. Walton is observed with lunch expansion to 48 minutes.

C. Walton deviated from route at 13:05 and returned at 13:53. He was stationary at Wendy's for 30 min. With travel time, he e

Stationary Event	X	7205C011	2317414	5-2-2017	13:05	208	36	133303	00	030751	57	00	01	00	236	2.67		
		7205C011	2317414	5-2-2017	13:06	209	36	133553	00	030729	57	00	01	00	1234	14.02		
		7205C011	2317414	5-2-2017	13:07	210	36	132351	00	0311403	57	4	00	01	00	1429	16.24	
		7205C011	2317414	5-2-2017	13:08	211	36	129379	00	015925	57	4	00	01	00	3513	39.92	
		7205C011	2317414	5-2-2017	13:09	212	36	129477	00	040499	57	4	00	01	00	1175	13.36	
		7205C011	2317414	5-2-2017	13:10	213	36	129020	00	001030	57	4	00	01	00	1968	22.69	
		7205C011	2317414	5-2-2017	13:11	214	36	128840	00	002130	57				00	238	2.7	
		7205C011	2317414	5-2-2017	13:12	215	36	128575	00	000090	57	4	00	01	00	16	0.2	0.01
		7205C011	2317414	5-2-2017	13:13	216	36	128941	00	000036	58	4	00	01	00	12	0.14	0.02
		7205C011	2317414	5-2-2017	13:39	243	36	128767	00	001690	54				00	26	0.29	
		7205C011	2317414	5-2-2017	13:40	244	36	128801	00	002042	54	4	00	01	00	20	0.22	0.01
		7205C011	2317414	5-2-2017	13:41	245	36	126676	00	001745	53	4	00	01	00	160	1.13	
		7205C011	2317414	5-2-2017	13:42	246	36	128257	00	001627	53				00	155	1.76	
		7205C011	2317414	5-2-2017	13:43	247	36	128213	00	001815	53	4	00	01	00	16	0.19	
		7205C011	2317414	5-2-2017	13:44	248	36	128337	00	000578	53	4	00	01	00	1277	14.51	
		7205C011	2317414	5-2-2017	13:45	249	36	125578	00	000003	53	4	00	01	00	6	0.02	0.01
		7205C011	2317414	5-2-2017	13:46	250	36	125142	00	007766	53	4	00	01	00	365	4.14	
		7205C011	2317414	5-2-2017	13:47	251	36	125117	00	007769	53	4	00	01	00	2	0.02	0.01
		7205C011	2317414	5-2-2017	13:48	252	36	125523	00	000590	53	4	00	01	01	393	4.39	
		7205C011	2317414	5-2-2017	13:49	253	36	126246	00	002162	53	4	00	00	59	1563	18.07	
		7205C011	2317414	5-2-2017	13:50	254	36	131530	00	003335	53	4	00	01	00	2778	31.57	
		7205C011	2317414	5-2-2017	13:51	255	36	134369	00	002639	52	4	00	01	00	2022	22.97	
		7205C011	2317414	5-2-2017	13:52	256	36	130666	00	002671	52	4	00	01	00	1595	18.14	
		7205C011	2317414	5-2-2017	13:53	257	36	136901	00	002533	52	4	00	01	00	103	1.17	



5-8-17 C. Walton is most recently observed with a lunch expansion to 54 minutes including travel time.

Please investigate. Carrier had a 38 minute stationary event with 16 minutes of travel time

Stationary Event ✕

ZIP: 37205
Route: C011
Route Type: N/A
Employee Id: 00002317414
Employee Name: Walton, Corey L
Employee Type: Regular
System Id: SYS28036
Facility ZIP: 37205
Date: 05-08-2017
Day Of Week: Monday
Lat/Long: 36.128845,-86.852064
Stationary Start: 13:01
Stationary End: 13:39
Duration: 00:38:02
Ping Count: 38
Packages Scanned: 0
MSP Scans: 0
Pick Ups: 0
Switch To:
[Google Street View](#)
[Zoom to](#)



A look back through the Stationary events since 4-10-17 reveals the following incidents of 30 min and above:

7 stationary events at Jersey Mikes

Stationary Event	Stationary Event	Stationary Event
ZIP: 37205 Route: C011 Route Type: N/A Employee Id: 00002317414 Employee Name: Walton, Corey L Employee Type: Regular System Id: SYS28036 Facility ZIP: 37205 Date: 04-11-2017 Day Of Week: Tuesday Lat/Long: 36.1295045,-86.8550445 Stationary Start: 13:07 Stationary End: 13:45 Duration: 00:38:00 Ping Count: 38 Packages Scanned: 0 MSP Scans: 0 Pick Ups: 0 Switch To: Google Street View	ZIP: 37205 Route: C011 Route Type: N/A Employee Id: 00002317414 Employee Name: Walton, Corey L Employee Type: Regular System Id: SYS28036 Facility ZIP: 37205 Date: 04-12-2017 Day Of Week: Wednesday Lat/Long: 36.12960017,-86.85508217 Stationary Start: 13:02 Stationary End: 13:46 Duration: 00:44:02 Ping Count: 44 Packages Scanned: 0 MSP Scans: 0 Pick Ups: 0 Switch To: Google Street View	ZIP: 37205 Route: C011 Route Type: N/A Employee Id: 00002317414 Employee Name: Walton, Corey L Employee Type: Regular System Id: SYS28036 Facility ZIP: 37205 Date: 04-18-2017 Day Of Week: Thursday Lat/Long: 36.12960017,-86.85508217 Stationary Start: 13:02 Stationary End: 13:46 Duration: 00:38:00 Ping Count: 37 Packages Scanned: 0 MSP Scans: 0 Pick Ups: 0 Switch To: Google Street View

Stationary Event	Stationary Event	Stationary Event
ZIP: 37205 Route: C011 Route Type: N/A Employee Id: 00002317414 Employee Name: Walton, Corey L Employee Type: Regular System Id: SYS28036 Facility ZIP: 37205 Date: 04-25-2017 Day Of Week: Tuesday Lat/Long: 36.12959083,-86.85520583 Stationary Start: 13:05 Stationary End: 13:44 Duration: 00:39:00 Ping Count: 39 Packages Scanned: 0 MSP Scans: 0 Pick Ups: 0 Switch To: Google Street View	ZIP: 37205 Route: C011 Route Type: N/A Employee Id: 00002317414 Employee Name: Walton, Corey L Employee Type: Regular System Id: SYS28036 Facility ZIP: 37205 Date: 05-01-2017 Day Of Week: Monday Lat/Long: 36.12947217,-86.85499233 Stationary Start: 13:02 Stationary End: 13:45 Duration: 00:43:01 Ping Count: 43 Packages Scanned: 0 MSP Scans: 0 Pick Ups: 0 Switch To: Google Street View	ZIP: 37205 Route: C011 Route Type: N/A Employee Id: 00002317414 Employee Name: Walton, Corey L Employee Type: Regular System Id: SYS28036 Facility ZIP: 37205 Date: 05-03-2017 Day Of Week: Wednesday Lat/Long: 36.12947217,-86.85499233 Stationary Start: 13:02 Stationary End: 13:45 Duration: 00:43:01 Ping Count: 44 Packages Scanned: 0 MSP Scans: 0 Pick Ups: 0 Switch To: Google Street View

6 at Dalt's or Wendy's

ZIP: 37205
 Route: C011
 Route Type: N/A
 Employee Id: 00002317414
 Employee Name: Walton, Corey L
 Employee Type: Regular
 System Id: SYS28036
 Facility ZIP: 37205
 Date: 04-10-2017
 Day Of Week: Monday
 Lat/Long: 36.12889883,-86.85212783
 Stationary Start: 13:07
 Stationary End: 13:44
 Duration: 00:37:01
 Ping Count: 37
 Packages Scanned: 0
 MSP Scans: 0
 Pick Ups: 0
 Switch To:
 Google Street View

^ ZIP: 37205
 Route: C011
 Route Type: N/A
 Employee Id: 00002317414
 Employee Name: Walton, Corey L
 Employee Type: Regular
 System Id: SYS28036
 Facility ZIP: 37205
 Date: 04-13-2017
 Day Of Week: Thursday
 Lat/Long: 36.12882033,-86.85216317
 Stationary Start: 13:05
 Stationary End: 13:41
 Duration: 00:36:01
 Ping Count: 36
 Packages Scanned: 0
 MSP Scans: 0
 Pick Ups: 0
 Switch To:
 Google Street View

^ ZIP: 37205
 Route: C011
 Route Type: N/A
 Employee Id: 000
 Employee Name:
 Employee Type: R
 System Id: SYS28
 Facility ZIP: 3720
 Date: 04-20-2017
 Day Of Week: Thu
 Lat/Long: 36.128
 Stationary Start:
 Stationary End: 1
 Duration: 00:38:0
 Ping Count: 38
 Packages Scanned
 MSP Scans: 0
 Pick Ups: 0
 Switch To:
 Google Street View



2 at this location by the Greenway

Stationary Event X

ZIP: 37205
 Route: C011
 Route Type: N/A
 Employee Id: 00002317414
 Employee Name: Walton, Corey L
 Employee Type: Regular
 System Id: SYS28036
 Facility ZIP: 37205
 Date: 04-15-2017
 Day Of Week: Saturday
 Lat/Long: 36.12616767,-86.84855967
 Stationary Start: 13:04
 Stationary End: 13:41
 Duration: 00:37:00
 Ping Count: 36
 Packages Scanned: 0
 MSP Scans: 0
 Pick Ups: 0
 Switch To:
[Google Street View](#)
[Zoom to](#)

Stationary Event X

ZIP: 37205
 Route: C011
 Route Type: N/A
 Employee Id: 00002317414
 Employee Name: Walton, Corey L
 Employee Type: Regular
 System Id: SYS28036
 Facility ZIP: 37205
 Date: 04-29-2017
 Day Of Week: Saturday
 Lat/Long: 36.12576217,-86.848495
 Stationary Start: 13:12
 Stationary End: 13:52
 Duration: 00:40:01
 Ping Count: 40
 Packages Scanned: 0
 MSP Scans: 0
 Pick Ups: 0
 Switch To:
[Google Street View](#)
[Zoom to](#)



3 at Newk's

Stationary Event X

ZIP: 37205
 Route: C011
 Route Type: N/A
 Employee Id: 00002317414
 Employee Name: Walton, Corey L
 Employee Type: Regular
 System Id: SYS28036
 Facility ZIP: 37205
 Date: 04-14-2017
 Day Of Week: Friday
 Lat/Long: 36.12421167,-86.849542
 Stationary Start: 13:04
 Stationary End: 13:46
 Duration: 00:42:00
 Ping Count: 41
 Packages Scanned: 0
 MSP Scans: 0
 Pick Ups: 0
 Switch To:
[Google Street View](#)

Stationary Event X

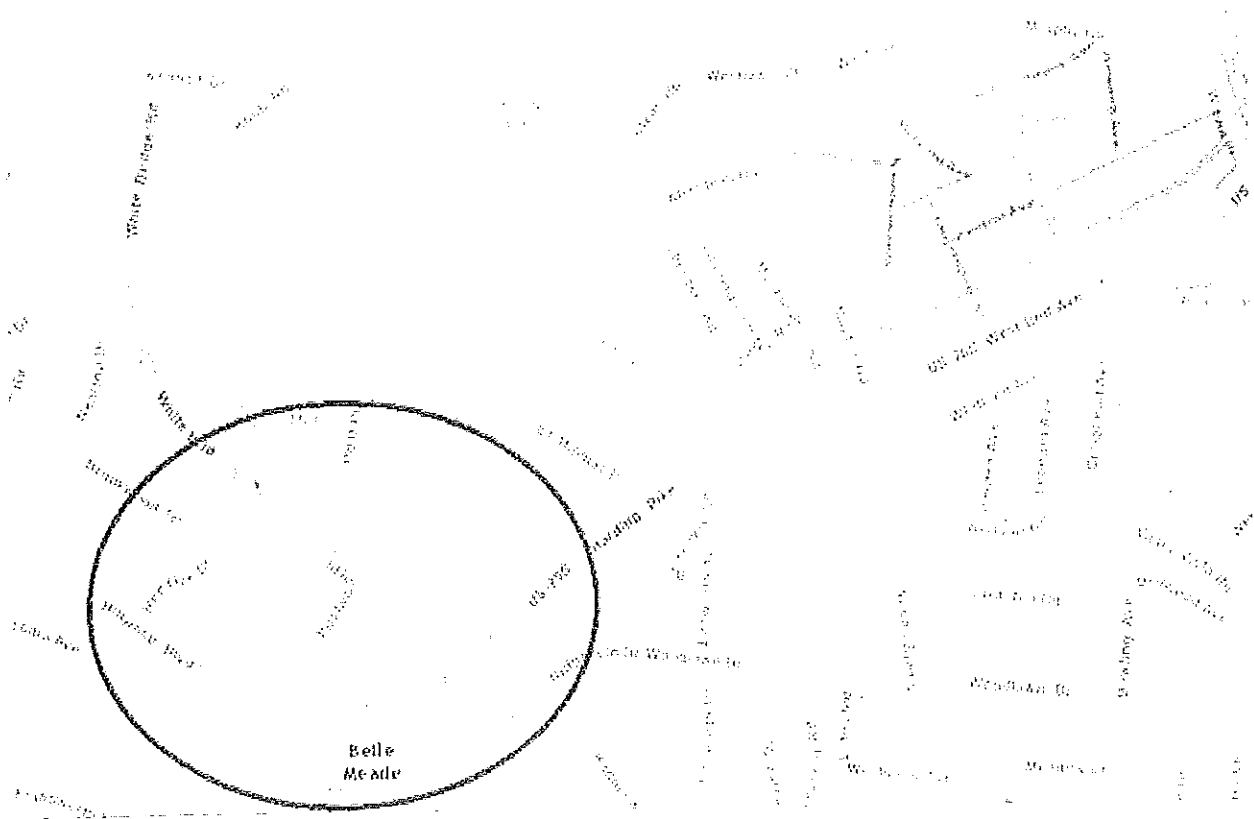
ZIP: 37205
 Route: C011
 Route Type: N/A
 Employee Id: 00002317414
 Employee Name: Walton, Corey L
 Employee Type: Regular
 System Id: SYS28036
 Facility ZIP: 37205
 Date: 04-26-2017
 Day Of Week: Wednesday
 Lat/Long: 36.12414617,-86.849411
 Stationary Start: 13:07
 Stationary End: 13:47
 Duration: 00:40:01
 Ping Count: 40
 Packages Scanned: 0
 MSP Scans: 0
 Pick Ups: 0
 Switch To:
[Google Street View](#)

Stationary Event X

ZIP: 37205
 Route: C011
 Route Type: N/A
 Employee Id: 000
 Employee Name:
 Employee Type: F
 System Id: SYS28
 Facility ZIP: 3720
 Date: 05-05-2017
 Day Of Week: Fric
 Lat/Long: 36.123'
 Stationary Start:
 Stationary End: 1
 Duration: 00:42:0
 Ping Count: 42
 Packages Scanner
 MSP Scans: 0
 Pick Ups: 0
 Switch To:
[Google Street View](#)

425

All stationary events are located below in circle. Blue line represents carrier's route. Travel times to events were up to 18 minutes in some cases



Please reply to this email with an explanation for each listed discrepancy.

TN District Local Operations Center
Operations Programs Support
525 Royal Parkway
Nashville, TN 37229-9993
(615) 885-9201

TO Whome IT MAY CONCERN

MY NAME IS James T Bassham

I have worked for the P.O. for 30 plus years
There has always been a discussion about the
lunch time. We at Bellemade & other stations
have had a little leadway, because of the traffic,
distance, and takeoffs. The times that other
~~MANAGERS~~ MANAGERS have given us at Bellemade has been
40 minutes since I have been here.

THATS OVER 10 YEARS

MY NAME IS KEITH GRAY BEEN WITH P.O.
FOR 18 YRS BEEN AT BELLEMEADE FOR
16 1/2 YRS ALWAYS BEEN ALLOWED TO TAKE
LUNCH & BREAK COMBINED BECAUSE
EATING ESTABLISHMENTS LOCATION FROM
OUR ROUTES ,


RT14

May 16, 2017

FOR THE SIX YEARS I'VE BEEN AT BELLE MEADE POST OFFICE IT HAS BEEN COMMON PRACTICE BY MUTUAL AGREEMENT THAT OUR 30 MINUTE LUNCH AND 10 MINUTE ^{BREAK} COULD BE COMBINED. MANY LUNCH VENUES ARE NOT CLOSE-BY FOR CARRIERS THEREFORE NO ADDITIONAL TIME IS USED FROM A CARRIER'S DAY

RT 508

Karen Cream

Statement

I Teodorico A. Baladad, Letter Carrier of Belle Meade Post Office, have been assigned to this Post Office for about 20 years. We have been allowed to take 40 minutes of lunch time (total time), due to location of available places to eat.

End Statement

Teodorico A. Baladad

Letter Carrier

5-16-2017

5/16/17

I WESLEY BURNS HAVE BEEN AT THE BELLE MEADE
POST OFFICE NOW FOR APPROXIMATELY 4 YEARS. WE HAVE
ALWAY BEEN ABLE TO TAKE A 40 MINUTE LUNCH BECAUSE
OF HOW FAR WE HAVE TO GO TO EAT.

Wesley Burns

5/16/17

To Whom it may concern,

I've been at Bellemeade since 2007. We have always been allowed to combine our 10 min street with our lunch because of lunch locations in the zone,



5/16/17

I'VE BEEN WITH P.O. FOR 30 YEARS. SEVEN OF THOSE 30 HAVE BEEN AT BELLE MEADE STATION. THE ENTIRE TIME I HAVE BEEN HERE WE HAVE BEEN ABLE TO COMBINE OUR 30 MIN LUNCH + 10 MIN BREAK AT LUNCH TIME IF SO DESIRED. LOCATION OF PLACES TO EAT IN THIS AREA ARE HARD IF NOT IMPOSSIBLE TO GET IN AND OUT OF IN A 30 MIN TIMEFRAME. IT IS QUITE POSSIBLE THAT BELLE MEADE'S STATION'S SUCCESS PERTAINING TO SAFETY HAS BENEFITED FROM ONE NOT BEING QUITE SO RUSHED TO MEET THE 30 MIN TIME FRAME, IF ITS NOT BROKE - DONT FIX IT

STEVE SLATER

Steve Slater

I've been a better member in days
I've been at the P.O. for 27
years. We get 2 tens 2 fives
& one 30 min. breaks. I have always
combined my lunch with one of
my ten. min. breaks that still
leaves 20 mins in breaks

A handwritten signature in black ink, consisting of several stylized, overlapping loops and lines, positioned in the lower right quadrant of the page.

I Adriaan Bernhardt of
Belle Meade Station. We have
always Took 40 min. for lunch
do to the places of where we
HAVE to drive to eat. Rec'd at
The Belle Mead Station for over
20 years.

Adriaan Bernhardt
F-16-17

I've been at this post office at Belle Meade
for 12 years and was told we couldn't take
our 10 minute break with our 30 minute break.

Barry Tinch

David Wilkerson

We have always in 12 yrs since
i have been here allowed to combine
our 10 min break and lunch if we so
chose! Eating places and combat stops
are far between

Wayne Wilkerson
5/16/77

I have been at the Post Office for 30 years
at Belle Mead for 2 years. The Area
to eat is a ten-minute drive. That is
The Problem!

Matthew Nelson

Dear Mr. [unclear]

I have been a letter carrier for almost 30 years. For the last 2+ years, I have worked at Belle Meade. Until I arrived here 30 minutes was enough time for lunch because I was close to several places to eat.

Since I have been here we have been allowed to take our lunch and break at the same time to allow us enough time to travel to and eat and return to our routes. IF I don't have this extra time I cannot get back to my route in time unless I eat while I am driving.

Thank you

Jerry Brown

Jerry M. Brown

I HAVE BEEN CARRYING MAIL
AT BELLEMEADE POST FOR 12 YEARS
AND LONG AS I CAN REMEMBER,
WE WERE ABLE TO TAKE A 40
MINUTE LUNCH BREAK BECAUSE, MOST
OF US DO NOT TAKE OUR 10 MINUTE
STREET BREAK.

Tim Proke

2/11/11

I have been in the office
AT BELLE MEUTE STATION THREE
YEARS AND IT HAS BEEN THE
CUSTOM TO COMBINE LUNCH AND
AFTERNOON BREAKS TO COMPENSATE
FOR DRIVE TIMES FROM AREAS
DEVOID OF RESTAURANTS.

- RALPH GARRETT

5-16-17

I Mark Gilbert carrier on Rt 31
have always taken a 40 minute lunch
break because location of ~~restaurants~~
Restaurants
Locations. I been at Belle Meade for 11 years.
Mark Gilbert

After being at Belle Meade Station for
over 47 years, it has always taken 40
min. for Lunch, due to travel time.
and driving safe.

Respectfully,

R.O. McDonald

5-16-17

As long as I have been at Belle Meade, (20+ yrs) there has been a standing order of allowing the street break and lunch time as optionally together or separate. What is the problem with that.

5-16-17

Dennis R. Moser

may 16, 2007

I have been stationed at Belle Meade P.O. for the past seven years. In that time we have always been allowed a 40 min. lunch due to the locations of lunch opportunities.

Andrew Conner

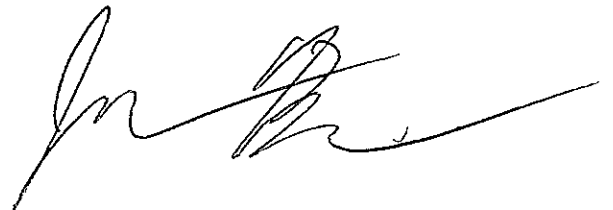
Mike Cochran,

I have been here for 7
years and for the entire time
I have always taken my 10 minute
Break IN conjunction with my lunch
due to location and driving time

Paul M. Cool

5/16/17

I, Joe Bell has been at
Belle Meade Station almost 2 years and
was told day 7 that our lunch breaks were
40 min due to our lunch locations (Routes!


5-16-17


May 16th 2017

I started at the Belle Meade Post office on October 15th 2003, after being here for a short period of time it was my understanding we could use 40 minutes for lunches because of the distance it was to get to the lunch place from the routes. I do know that in the severe heat it is needed at times. We have ~~had~~ taken 40 minutes for lunch ever since I started in Belle Meade.

Thank You

Scott Tomlinson
Scott Tomlinson

For about the last 14 years everyday
I have enjoyed eating lunch
with Cory Walton.



Steven Chessum
City Letter Carrier
Belle Meade Station

May 16th 2017

I have been eating lunch with
Mr. Corey Walton from the first week I
started in Belle Meade, That was October
04 2003.

Thank you

Scott Tomlinson

Scott Tomlinson

I've been taking a 40 minute lunch at
Belle Meade with Cory Walton for
17 years.

Barry Tince


5-18-2017

To whom it may concern,

I've been at Belle Meade for approximately 1 year now. I eat with Corey Walton for lunch almost everyday as well. We were ~~inform~~ informed that we could combine our lunch and break times for lunch for a total of 40 minutes due to travel time to get any food.

J. Hunter Miller

I have Been working @ Belle Meade
Post office for Approximately 15 years
And we were always given 40 min for lunch
due too the distance To we have to
Travel to lunch.


Steven Chossman
City Letter Carrier
Belle Meade Station

ARTICLE 5 PROHIBITION OF UNILATERAL ACTION

The Employer will not take any actions affecting wages, hours and other terms and conditions of employment as defined in Section 8(d) of the National Labor Relations Act which violate the terms of this Agreement or are otherwise inconsistent with its obligations under law.

(The preceding Article, Article 5, shall apply to City Carrier Assistant Employees.)

Prohibition on Unilateral Changes. Article 5 prohibits management taking any unilateral action inconsistent with the terms of the existing agreement or with its obligations under law. Section 8(d) of the National Labor Relations Act prohibits an employer from making unilateral changes in wages, hours or working conditions during the term of a collective bargaining agreement.

In H1N-5G-C 14964, March 11, 1987 (C-06858) National Arbitrator Bernstein wrote concerning Article 5:

The only purpose the Article can serve is to incorporate all 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 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.

Not all unilateral actions are prohibited by the language in Article 5—only those affecting wages, hours or working conditions as defined in Section 8(d) of the National Labor Relations Act. Additionally, certain management decisions concerning the operation of the business are specifically reserved in Article 3 unless otherwise restricted by a specific contractual provision.

Past Practice

The following explanation represents the national parties' general agreement on the subject of past practice. The explanation is not exhaustive, and is intended to provide the local parties general guidance on the subject. The local parties must insure that the facts surrounding a dispute in which past practice plays a part are surfaced and thoroughly developed so an informed decision can be made.

Article 5 may also limit the employer's ability to take a unilateral action where a valid past practice exists. While most labor disputes can be resolved by application of the written language of the Agreement, it has long been recognized that the resolution of some disputes require the examination of the past practice of the parties.

Defining Past Practice

In a paper given to the National Academy of Arbitrators, Arbitrator Mittenthal described the elements required to establish a valid past practice:

- First, there should be clarity and consistency. A course of conduct which is vague and ambiguous or which has been contradicted as often as it has been followed can hardly qualify as a practice. But where those in the plant invariably respond the same way to a particular set of conditions, their conduct may very well ripen into a practice.
- Second, there should be longevity and repetition. A period of time has to elapse during which a consistent pattern of behavior emerges. Hence, one or two isolated instances of certain conduct do not ordinarily establish a practice. Just how frequently and over how long a period something must be done before it can be characterized as a practice is a matter of good judgment for which no formula can be devised.
- Third, there should be acceptability. The employees and supervisors alike must have knowledge of the particular conduct and must regard it as the correct and customary means of handling a situation. Such acceptability may frequently be implied from long acquiescence in a known course of conduct. Where this acquiescence does not exist, that is, where employees constantly protest a particular course of action through complaints and grievances, it is doubtful that any practice will be created.
- One must consider, too, the underlying circumstance which give a practice its true dimensions. A practice is no broader than the circumstances out of which it has arisen, although its scope can always be enlarged in the day-to-day administration of the agreement. No meaningful description of a practice can be made without mention of these circumstances. For instance, a work assignment practice which develops on the afternoon and midnight shifts and which is responsive to the peculiar needs for night work cannot be automatically extended to the day shift. The point is that every practice must be carefully related to its origin and purpose.
- Finally, the significance to be attributed to a practice may possibly be affected by whether or not it is supported by mutuality. Some practices are the product, either in their inception or in their application, of a joint understanding; others develop from choices made by the

employer in the exercise of its managerial discretion without any intention of a future commitment.

Functions of Past Practice

In the same paper, Arbitrator Mittenenthal notes that there are three distinct functions of past practice:

To Implement Contract Language. Contract language may not be sufficiently specific to resolve all issues that arise. In such cases, the past practice of the parties provides evidence of how the provision at issue should be applied. For example, Article 15, Section 2, Step 3 of the 1978 National Agreement (and successor agreements through the 2000 National Agreement) required the parties to hold Step 3 meetings. The contract language, however, did not specify where the meetings were to be held. Arbitrator Mittenenthal held that in the absence of any specific controlling contract language, the Postal Service did not violate the National Agreement by insisting that Step 3 meetings be held at locations consistent with past practice (N8-NAT-0006, July 10, 1979, C-03241).

To Clarify Ambiguous Language. Past practice is used to assess the intent of the parties when the contract language is ambiguous, that is, when a contract provision could plausibly be interpreted in one of several different ways. A practice is used in such circumstances because it is an indicator of how the parties have mutually interpreted and applied the ambiguous language. For example, in a dispute concerning the meaning of an LMOU provision, evidence showing how the provision has been applied in the past provides insight into how the parties interpreted the language. If a clear past practice has developed, it is generally found that the past practice has established the meaning of the disputed provision.

To Implement Separate Conditions of Employment. Past practice can establish a separate enforceable condition of employment concerning issues where the contract is "silent." This is referred to by a variety of terms, but the one most frequently used is *the silent contract*. For example, a past practice of providing the local union with a file cabinet may become a binding past practice, even though there are no contract or LMOU provisions concerning the issue.

Changing Past Practices

The manner by which a past practice can be changed depends on its purpose and how it arose. Past practices that implement or clarify existing contract language are treated differently than those concerning the "silent contract."

Changing Past Practices that Implement or Clarify Contract Language. If a binding past practice clarifies or implements a contract provision, it becomes, in effect, an unwritten part of that provision.

Generally, it can only be changed by changing the underlying contract language, or through bargaining.

Changing Past Practices that Implement Separate Conditions of Employment. If the Postal Service seeks to change or terminate a binding past practice implementing conditions of employment concerning areas where the contract is silent, Article 5 prohibits it from doing so unilaterally without providing the union appropriate notice. Prior to making such a change unilaterally, the Postal Service must provide notice to the union and engage in good faith bargaining over the impact on the bargaining unit. If the parties are unable to agree, the union may grieve the change.

Management changes in such "silent" contracts are generally not considered violations if 1) the company changes owners or bargaining unit, 2) the nature of the business changes, or 3) the practice is no longer efficient or economical. The first of these has rarely arisen in Postal Service cases involving its numerous bargaining units.

A change in local union leadership or the arrival of a new postmaster or supervisor is not, in itself, sufficient justification to change or terminate a binding past practice, as noted in the previous paragraph.

ARTICLE 19 HANDBOOKS AND MANUALS

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. This includes, but is not limited to, the Postal Service Manual and the F-21, Timekeeper's Instructions.

Notice of such proposed changes that directly relate to wages, hours, or working conditions will be furnished to the Union at the national level at least sixty (60) days prior to issuance. At the request of the Union, the parties shall meet concerning such changes. If the Union, after the meeting, believes the proposed changes violate the National Agreement (including this Article), it may then submit the issue to arbitration in accordance with the arbitration procedure within sixty (60) days after receipt of the notice of proposed change. Copies of those parts of all new handbooks, manuals and regulations that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall be furnished the Union upon issuance.

Article 19 shall apply in that those parts of all handbooks, manuals and published regulations of the Postal Service, which directly relate to wages, hours or working conditions shall apply to CCA employees only to the extent consistent with other rights and characteristics of CCA employees provided for in this Agreement and otherwise as they apply to the supplemental work force. The Employer shall have the right to make changes to handbooks, manuals and published regulations as they relate to CCA employees pursuant to the same standards and procedures found in Article 19 of the National Agreement.

[see Memo, page 207]

This Memo is located on JCAM pages 19-2 and 19-3.

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.

A memorandum included in the 2011 National Agreement establishes a process for the parties to communicate with each other at the national level regarding changes to handbooks, manuals and published regulations that directly relate to wages, hours, or working conditions. The purpose of the memorandum is to provide the national parties with a better understanding of their respective positions in an effort to eliminate

unnecessary appeals to arbitration and clearly identify and narrow the issue(s) in cases that are appealed to arbitration under Article 19.

Local Policies. Locally developed policies may not vary from nationally established handbook and manual provisions (National Arbitrator Aaron, H1N-NAC-C-3, February 27, 1984, C-04162). Additionally, locally developed forms must be approved consistent with the *Administrative Support Manual (ASM)* and may not conflict with nationally developed forms found in handbooks and manuals.

National Arbitrator Garrett held in MB-NAT-562, January 19, 1977 (C-00427), that “the development of a new form locally to deal with stewards’ absences from assigned duties on union business—as a substitute for a national form embodied in an existing manual (and thus *in conflict* with that manual)—thus falls within the second paragraph of Article 19. Since the procedure there set forth has not been invoked by the Postal Service, it would follow that the form must be withdrawn.”

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS,
AFL-CIO

Re: Article 19

1. When the Postal Service provides the Union with proposed changes in handbooks, manuals, or published regulations pursuant to Article 19 of the National Agreement, the Postal Service will furnish a final draft copy of the **revisions** and a **document that identifies** the changes being made from the existing handbook, manual, or published regulation. When the handbook, manual, or published regulation is available in electronic form, the Postal Service will provide, in addition to a hard copy, an electronic version of the final draft copy clearly indicating the changes and another unmarked final draft copy of the changed provision with the changes incorporated.
2. The **document that identifies the changes** will indicate language that has been added, deleted, or moved, and the new location of language moved. Normally, the changes will be identified by striking through deleted language, underlining new language, and placing brackets around language that is moved, with the new location indicated. If another method of identifying the changes is used, the method will be clearly explained, and must include a means to identify which language is added, deleted, and moved, as well as the new location of any language moved.
3. When notified of a change(s) to handbooks, manuals, and published regulations, pursuant to Article 19 of the National Agreement, the Union will be notified of the purpose and anticipated impact of the change(s) on city letter carrier bargaining unit employees.
4. At the request of the Union, the parties will meet to discuss the change(s). If the Union requests a meeting on the change(s), the Union will provide the Postal Service with **notice identifying** the specific change(s) the Union wants to discuss.

5. Within sixty (60) days of the Union's receipt of the notice of proposed change(s), the Union will notify the Postal Service in writing of any change(s) it believes is directly related to wages, hours, or working conditions and not fair, reasonable or equitable and/or in conflict with the National Agreement. The Union may request a meeting on the change(s) at issue.
6. The Postal Service will provide the Union with a written response addressing each issue raised by the Union, **pursuant to paragraph 5, within thirty (30) days of receipt**, provided the Union identifies the issue(s) within sixty (60) days of the Union's receipt of the notice of proposed change(s).
7. If the Union, after receipt of the Postal Service's written response, believes the proposed change(s) violates the National Agreement, it may submit the issue to arbitration within sixty (60) days of receipt of the notice of proposed change or thirty (30) days after the Union receives the Postal Service's written response, whichever is later. **If the Postal Service fails to provide a response to the Union pursuant to paragraph 6, the Union may submit the issue(s) to arbitration provided it does so within thirty (30) days after the Postal Service's response was due.** The Union's appeal shall specify the change(s) it believes is not fair, reasonable or equitable and/or in conflict with the National Agreement, and shall state the basis for the appeal.
8. If modifications are made to the final draft copy as a result of meetings with employee organizations, the Postal Service will provide NALC with a revised final draft copy clearly indicating only the change(s) which is different from the final draft copy.
9. When the changes discussed in **paragraph 8** are incorporated into the final version of a handbook, manual, publication, or published regulation, and there is not an additional change(s) which would require notice under Article 19, the Union will be provided a courtesy copy. **In such case, a new Article 19 notice period is not necessary.**
10. Lastly, in any case in which the Postal Service has affirmatively represented that there is no change(s) that directly relates to wages, hours, or working conditions pursuant to Article 19 of the National Agreement, time limits for an Article 19 appeal will not be used by the Postal Service as a procedural argument if the Union determines afterwards that there has been a change to wages, hours, or working conditions.

Nothing contained in this memorandum modifies the Postal Service's right to publish a change(s) in a handbook, manual or published regulation, sixty (60) days after notification to the Union.

Date: January 10, 2013



STANDARD OPERATING PROCEDURE

Managers, Customer Service Operations
Managers, Customer Services
Supervisors, Customer Services

DATE: May 5, 2010

GREG GAMBLE
DISTRICT MANAGER
TENNESSEE DISTRICT

City Carrier SOP

The Following are the Standard Operating Procedures for city routes within the Tennessee District. These procedures are to be followed unless management instructs otherwise. You are required to report to work promptly as scheduled. Do not clock in early unless authorized by management. Do not report to your workstation or linger around the workroom floor before your tour of duty or after your tour has ended.

I. A.M. Office Duties

- a. Obtain your vehicle keys and proceed to your vehicle. Inspect your vehicle according to Notice 76. Do not linger in the parking lot. There will be no smoking or drinking coffee while inspecting your vehicle. Insure the vehicle will start. If you detect any damage or vehicle needs repair, complete Form 4565 and turn into supervisor.
- b. Retrieve your scanner and withdraw from both your letter and flat hot case and take your hot case card to your case or as required.
- c. Load your ledge with a minimum of 2 feet of flats removing straps and shrink wrap in one process, concentrating on preferential flats first, then begin casing the oldest standard flat mail until all flats are cased or you have received instruction from the supervisor. You are required to hold 6 inches of flats in your arm while casing. Keep your preferential msthrows separate from your non-preferential msthrows.
- d. Your supervisor will announce when the final receipt of mail has been given to you. You are to notify your supervisor if you cannot complete your assigned route within 8 hours. If you request a Form 3996, it needs to be completed immediately along with a completed Form 1571 curtail slip. It must list any mail you determine cannot be case (if required) and delivered without the use of overtime or auxiliary assistance. All OT requests must be justified with an explanation on the Form 3996 and available for your supervisor when they come around to get your call at which time you will receive additional instructions.

- e. Observe your scheduled break.
- f. After all flats are cased, take any flat mishthrows to the throwback case and place into the proper separation. Place empty equipment into proper containers. Withdraw any available mail from the hot case and return to your casing duties.
- g. Obtain your accountables in accordance with locally approved procedures. Form 3849 is to be completed as you make delivery unless it is a business and then you may complete it in the office. Only the name or the address may be entered on this form in the office. Place 3849 in the proper separation on the case as a marker. Place registered articles in the pocket of your satchel. **NEVER PLACE REGISTERED MAIL WITH YOUR OTHER MAIL.** If your supervisor has authorized you to leave a handoff, notate on your Form 3996 where the handoff begins, ends, and if there are any accountables. Place this 3996 with your handoff. Do not hand off any first day express mail with relief.
- h. Keep ALL preferential letter mishthrows separate from non- –preferential mishthrows.
- i. After all letter mail has been cased, complete COA information on your Form 3982's. Keep Form 3982 in the first separation of each shelf. Review form 3575 entered by CFS for accuracy and initial verifying the information has been reviewed and is correct. All 3982's should be crossed out after 90 days and handled according to AMS guidelines. Only carriers unfamiliar with the route may check 3982's dated back 90 days.
- j. Retrieve all DPS missent, missort, and missequenced mail identified by MHTS report. Rifle mail, as applicable, for identified backtrack errors. Case discovered backtrack errors as applicable.
- k. Return all mishthrows to the throwback case along with your empty equipment. Withdraw mail from the hot case, obtain your parcel tub and proceed to your case.
- l. Case all letter and flat mail from the throwback case.
- m. Route small parcels and rolls (SPRS) in your case. Do not sequence parcels in the office. This is to be done when you load your vehicle.
- n. Pull your route down in delivery sequence order. Load your first loop or cluster box into your satchel (up to 35lbs.).
- o. You are responsible to endorse every piece of mail for, DECEASED, TEMP. AWAY, VACANT, REFUSED, AND NO MAIL RECEPTACLE. For all other endorsements you must mark the top piece with the endorsement and bundle the markups together. You are also required to endorse the top piece of your UBBM letter bundle tub and place in the UBBM tub on top of UBBM flats.
- p. Take any mishthrows to the throwback case, place undeliverable mail in proper separations, take your CFS mail to it's proper location, replenish any forms as needed, pull any remaining mail from hot case, scan hotcase MSP barcode, and place your hot case card into the hot case.
- q. Clock to street.

- r. Proceed to the DPS staging area and place the DPS trays in your hamper. Riffle through the DPS to make sure it is for your route and appears in order.
- s. All sequence mailings for curb line routes should be carried to the street and worked as an additional bundle.

II. Street Duties

- a. Proceed directly to your vehicle and load at your assigned space. All mail should be transported to your vehicle in one trip unless volume prohibits.
- b. Sequence your parcels while loading.
- c. After loading, place your hamper in the designated spot. Do not return to the office.
- d. Scan "Depart to Route" MSP barcode and enter vehicle mileage.
- e. Proceed directly to your first delivery point by your authorized line of travel. Do not deviate from your line of travel without supervisor permission.
- f. Scan MSP barcodes in required sequence on route.
- g. Remember that Express Mail must be delivered by noon. If you cannot deliver your Express Mail by noon, you must advise your supervisor before leaving the office.
- h. You must wear safety belts at all time the vehicle is in motion. When driving an LLV, you must wear your lap and shoulder belt at all times. EXCEPTION: When shoulder belt prohibits you from reaching to deliver or collect mail from curbside box, you may unfasten the shoulder belt, but never the lap belt. When traveling to and from your route, when you are moving between park points, and when you are crossing or entering intersecting roadways, you must ensure that all vehicle doors are closed.
- i. Observe the no smoking policy while on your route.
- j. Observe your lunch and break locations per the routes PS Form 1564. Remember that travel to and from lunch is included in the lunch period. Your lunch period starts after the last delivery and ends upon the first delivery. Breaks may not be taken in conjunction with your lunch, within the last hour of the tour or on overtime.
- k. DPS backtrack mail discovered on the street must be delivered, though never back the delivery vehicle to redeliver pieces. Notify the supervisor of backtrack occurrences.
- l. After the last delivery, return immediately to the office via your authorized line of travel unless otherwise directed by Management.
- m. If you carried a hand-off, you must complete the bottom portion of the Form 3996 indicating delivery time separate from travel time and return it to the supervisor.

III. Park & Loop/Foot Routes

- a. You must use your satchel when delivering on foot other than authorized dismount deliveries. Dog spray should also be carried.
- b. Park and Loop routes must park in their designated locations.
- c. Your satchel must be loaded with all letter and flat mail and SPR's for each loop from that park point unless this volume exceeds 35 lbs.
- d. You must take available shortcuts and you must finger mail except when driving or when safety hazards permit.
- e. Determine if customers receiving a parcel or accountable mail are available while delivering the loop, leaving a completed 3849 if no response. Inform available customers that you will return with parcel when loops are completed.
- f. When delivering accountable mail, ring the doorbell and/or knock on the door. Complete Form 3849 while waiting for the customer to respond.

IV. Curb line Delivery

- a. You must serve curb line boxes by combining letters, flats and DPS in one motion. Multiple passes to the mail receptacle are not authorized unless the volume for the box is greater that can be held in one hand.
- b. Keep your DPS errors, CFS, and UAA mail separate.
 - I. Curb wheels, turn off your engine, remove your key, and set the emergency break whenever you dismount your vehicle.
 - II. Never back vehicle to redeliver pieces.

V. Central Delivery

- a. Attempt delivery of all parcels and accountable mail for central delivery location before serving the central delivery unit if parcel lockers are unavailable. Deliver flats before letters into these types of boxes.

VI. PM Office Duties

- a. Park your vehicle in assigned location. Set emergency brake. Note vehicle mileage. Remove all personal belongings, trash & empty equipment from the vehicle. Ensure all mail has been removed, windows are up & vehicle is locked.
- b. Deposit collection mail in assigned location.

- c. Scan MSP barcode "Return to Office."
- d. Clock in and move back into office.
- e. Place undeliverable DPS and empty equipment in assigned locations. Utilize the 3M case (missorts, missequenced, missent) as needed. Empty trays and tubs will be turned upside down to ensure no mail is left.
- f. Proceed to accountable cart and clear accountables.
- g. Complete Form 4565 if necessary and give to supervisor.
- h. Process any undeliverable mail from your route if time permits with 8 hour tour.
- i. Proceed to the time clock and end tour. Do not linger on the workroom floor.

July 1, 2017

GATS No: 17474752
NALC Case No: B4-00175-17
Class Action
40 Minute Lunch Break

Management Contentions:

Management contends that Articles 5 & 19 of the National Agreement section 171.36 of the M-39 handbook was not violated when instructing carriers to observe a 30 minute lunch while on their route. A carrier's lunch break begins at the last delivery and ends upon return to the next delivery scheduled in the line of travel. The M-39 states that breaks must be separate from the lunch period.

242.34 Street Time Allied Work Rules

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.

To allow carriers to combine their lunch and breaks together is a clear violation of the M-39 Section 242.34. Management upholds the provision on the M-39. In a prior case (H4N-3Q-C 40722), the Acting General Manager Grievance & Arbitration Division, Stephen W. Furgeson cited the following (See also attachment).

1. Handbook M-39, Section 242.341, requires that two ten minute break periods be separate from each other, and that such breaks must be separate from lunch period. There is no specific requirement in the M-39 Handbook that one of the break periods be before and one after a carrier's lunch period.
2. This settlement does not change Section 432.34 of the Employee and Labor Relations Manual, which provides that employees may not be required to work more than six (6) continuous hours without a meal or rest period of at least one-half hour.

Kimberly Oliver MCS
Formal A Nashville
Jere Baxter Post Office
1011 Gillock St.
Nashville, TN 37216-9998



UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

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

FEB 02 1988

Re: Class Action
Jackson, MS 39204
H4N-3Q-C 40722

Dear Mr. Hutchins:

On November 10, 1987, we met in prearbitration discussion of the above-referenced case.

The issue in this case is whether management violated the National Agreement by requiring carriers to take one rest break before their lunch period and one rest break after their lunch period.

Based on our discussions, we mutually agree that the following would represent a full and final settlement of this case:

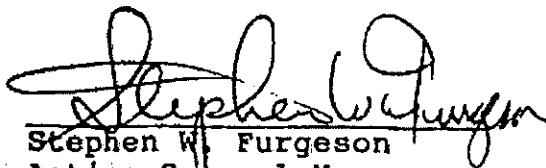
- 1) Handbook M-39, Section 242.341, requires that the two ten minute break periods be separate from each other, and that such breaks must be separate from the lunch period. There is no specific requirement in the M-39 Handbook that one of the break periods be before and one after a carrier's lunch period.
- 2) This settlement does not change Section 432.34 of the Employee and Labor Relations Manual, which provides that employees may not be required to work more than six (6) continuous hours without a meal or rest period of at least one-half hour.

Lawrence G. Hutchins

2

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle case no. H4N-3Q-C 40722 and withdraw it from the pending national arbitration listing.

Sincerely,



Stephen W. Furgeson
Acting General Manager
Grievance & Arbitration
Division



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

Enclosure

242.34 **Street Time Allied Work Rules**

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.

**U.S. Postal Service
Delivery Instructions**

Name of Employee WALTON, C I		ID No. 02317414	Delivery Unit 3720501	
Vehicle Make FFV	Vehicle Capacity 1/2 Ton	Vehicle No. 0230428	Reference Volume AM 0 PM 0	Total 0
Date Appointed 01/06/1998		Date Assigned to Route 10/04/2001		Assignment No. 05011
Delivery Method(s) <input type="checkbox"/> Foot <input type="checkbox"/> Mounted <input checked="" type="checkbox"/> Park and Loop			Type of Route <input type="checkbox"/> Business <input checked="" type="checkbox"/> Residential	
No. of Trips	Name of Replacement (3) TOMLINSON, S A		<input type="checkbox"/> Other (Specify)	

Location of Collection Points in Order of Collection	Street Corner	Arrival Time (1)		<input type="checkbox"/> Relay Boxes	<input checked="" type="checkbox"/> Location of Park & Loop Stops	Arrival Time (1)		Possible Deliveries Per Delay, Loop, Swing, etc.		
		Daily	Sat			Daily	Sat			
								1) 0	2) 0	
							12:00	12:00	3) 0	4) 0
							12:00	12:00	1) 0	2) 0
							12:00	12:00	3) 0	4) 0
							12:00	12:00	1) 0	2) 0
							12:00	12:00	3) 0	4) 0
							12:00	12:00	1) 0	2) 0
							12:00	12:00	3) 0	4) 0
							12:00	12:00	1) 0	2) 0
							12:00	12:00	3) 0	4) 0
							12:00	12:00	1) 0	2) 0
							12:00	12:00	3) 0	4) 0

Time	Trip 1		Trip 2		Lines of Travel (Use reverse, if necessary)	
	Daily	Sat	Daily	Sat		
Begin	07:00	07:00			Office to Route Via R HARDING/ R N WILSON	Route to Lunch Via ON CENTRAL
Leave	08:03	08:03			Lunch to Route Via	Route to Office Via
Return	15:26	15:26			ON CENTRAL	R HARDING
End	15:30	15:30			Authorized Lunch Period	

Public Trans.	Board	Location	Leave	From	To
Leave				Location where authorized to leave route for lunch	
Return				Location of Authorized Lunch Location(s) (3)	
Regular Carrier		Replacement Carrier			
WENDYS		SAME			
JERSEY MIKES		SAME			
TACO BELL		SAME			

Use of Privately Owned Vehicle Authorized <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Effective Date of Transportation Agreement (Form 1311)
<p>1. Arrival time shown should be earliest on a light day. Use reverse for additional remarks.</p> <p>2. If one of the following conditions prevail covering travel to and from a suitable lunch location (up to 3 places) carrier will complete:</p> <p>(1) Reimbursed for driving own vehicle. (2) Furnished bus fare or its equivalent. (3) Provided transportation in PS vehicle. (4) Assigned a PS or Contract Vehicle. (Other carriers may at their option record similar lunch date.)</p> <p>3. Enter name of regularly assigned replacement (if any). Also complete the replacement's authorized lunch and break location(s).</p>	
Approved By (Signature and Date) Jim Falls 7-8-11	
Title SCS	