

Knock & Drop

12 Events That Are Automatically Flagged

Listed below are the 12 events that are automatically flagged if the associated time exceeds the parameters according to DSR. Just because an event is flagged doesn't mean the time will be deducted from your route. You will be asked about each flagged event during your consultation:

<u>Event</u>	<u>Parameter</u>
Loading Time	22:00
Unloading Time	7:00
Signature Required Scan	3:00
Relay Time	1:35
Delivered/Other Scan	1:00
Miscellaneous Other (Stationary)	7:00

<u>Delivery Type</u>	<u>Parameter</u>
Business – Curblin	:32
Business – Other	:30
Business – CBU/Centralized	:32
Residential – Other	:32
Residential – Curblin	:32
Residential – CBU/Centralized	:30

- **THE PARAMETERS ABOVE ARE NOT DELIVERY STANDARDS. THERE ARE NO DELIVERY STANDARDS.** The parameters are used solely for the purpose of assisting the REAT team in identifying potential anomalies.
- Loading Time in DSR begins when you swipe to the street and ends when you leave the post office parking lot. If it takes you 45 minutes to load every day because you have to wait for a spot at the dock, then that's what it takes.
- If it took you 6:30 to deliver a certified letter (signature required scan) because you had to wait on the customer to come to the door, then that's what it took.
- If it took you 4 minutes to deliver a parcel (delivered/other scan) because you had to walk up a quarter-mile long driveway, then that's what it took.
- If it took you 1 minute to make a delivery to a curbside box (residential – curblin) because you verified the address and name for each piece of mail, then that's what it took.
- The point here is Letter Carriers know what happens on their route every day far better than anyone or anything else, especially a flawed scanner and a flawed



STEP B DECISION

STEP B TEAM:	Decision:	RESOLVED
Tennessee	USPS Number:	C16N-4C-C 18033314
	Grievant:	Eakes, Lesley
Betsy Davis, USPS	Branch Grievance #:	B4-00481-17
Paul F Glavin, NALC	Branch:	4
	Installation:	Nashville
	Delivery Unit:	Bellevue Station
	State:	Tennessee
District Grieving:	Incident Date:	10/20/2017
Tennessee	Informal Step A Initiated:	11/03/2017
	Formal Step A Meeting Date:	11/22/2017
	Date Received at Step B:	11/27/2017
	Step B Decision Date:	01/09/2018
	Issue Code:	19.2000
	NALC Code:	100033

ISSUE:

1. Did Management violate Article 19 of the National Agreement via Section 631 of the M-41 Handbook when they instructed the grievant not to wait for a customer's response when delivering parcels? If so, what is the appropriate remedy?
2. Did Management violate Articles 15, 17, and 19 of the National Agreement when they unreasonably delayed a steward's request to investigate and process a possible grievance? If so, what is the appropriate remedy?

DECISION:

The Dispute Resolution Team (DRT) has **RESOLVED** this grievance. **The DRT determines Management is instructed to cease and desist violation of the M-41 Handbook.** Management will allow carriers to wait a reasonable amount of time for a response from the customer in accordance with Sections 322 and 631 the M-41 Handbook when delivering parcels which require customer action.

EXPLANATION:

The Union contends Management violated the National Agreement when they instructed the grievant to not wait for customer's to respond when they knocked on the door or rang the doorbell while delivering parcels on her assignment. The grievant provided a statement which reveals she was told this was a time wasting practice and that there was no need for her to wait for the customer to come to the door any longer. Supervisor Kiley told the grievant that she didn't need to speak to a steward about this and to just do as she was instructed. Steward

Jason Leath also submitted a statement which reveals he was also told by Station Manager Allison Buford that this instruction would continue and reiterated that waiting for a customer to respond was a time wasting practice. He also states he attempted to resolve this before it became a grievance by showing her the applicable contractual provisions which govern this practice but was told by Manager Buford to just file a grievance. The file also reveals Management in the Bellevue Station violated the National Agreement by unreasonably delaying the steward time to process and to investigate a possible grievance. The file reveals Steward Leath requested steward time on 10/23/2017 and was not allowed this time until 11/02/2017. The Union asks that all requested remedies be awarded in full.

Management contends they did not violate Articles 17 and 19 of the National Agreement by instructing the grievant to no longer wait for customer's responses while delivering parcels. Employees are required to follow the instructions of their supervisors in day to day operations as agreed upon in Article 3. Supervisor Kiley observed the grievant while she was delivering parcels and determined she was wasting time in both the door to door delivery as well as SPR's in the parcel lockers. The grievant became aggressive when she was instructed to deliver 3 SPRs into the locked mail boxes at Erin Lane and fails to mention this incident in her version of the events of the day. She changed it all around to fit her narrative statement in this instance. Management requests that this grievance be denied.

The DRT notes the parties agreed at the Formal Step A Level to resolve the second issue with a cease and desist and Impasse the first issue disputing the Union's allegation Management violated the National Agreement by instructing the carrier to not wait for a response when delivering parcels.

The grievance file contains a statement from Letter Carrier Lesley Eakes which reads in relevant part as follows:

After arriving at the Lakes of Bellevue and delivering the first CPU box I began my parcel delivery. After about approximately 10 parcels Supervisor Kiley asked me if "are you knocking on the door. I responded that yes I was knocking on the door. Supervisor Kiley then replied, "are you waiting for a response at the door?" I replied yes. She stated, "How long are you waiting?" I replied I was unsure as I checked my parcels for endorsements and waited to verify if the customer was home. Supervisor Kiley then responded, "Lesley, we don't have time to wait for a response that's not what you're supposed to be doing. If it is secure, your location you are to knock on the door and drop the package and leave." I replied ok if you want me to not wait for a response today I won't but I will need to speak with Shop Steward Jason Leath as I should be waiting for a response... Supervisor Kiley replied Ok don't wait for a response at every door that is a time wasting practice.

The grievance contains a statement from Supervisor Kiley which reads in part as follows:

During this street observation Lesley Eakes was waiting for customers to answer the door on parcels she was delivering. I stated to Lesley are you waiting for the customer to come to the door. I then stated if it has carrier leave if there's no response why are you still waiting? Lesley Eakes then stated the M-41 on parcel deliveries. I stated to Lesley if it's obvious the customers not home why are you still waiting? If it's a secure area you normally leave the parcel. Lesley stated do you want me to bring the parcels back? I stated to Lesley do you wait when you're not being observed? Lesley didn't answer me. We had this conversation once not twice, and Lesley was instructed not to wait when it was secure.

The grievance file contains Management's response to the Union's issue statement which reads in relevant part as follows:

Management instructed carrier to leave if no response. Not to wait standing at the door for a response. **Employee should knock/ring bell and fill out necessary paperwork if it's required for that package.**

Page 19-2 of the JCAM reads in relevant part as follows:

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).

Section 322.3 of the M-41 Handbook reads in relevant part as follows:

322.3 Parcel Post

322.31 Load parcel post directly into the vehicle from hampers or sacks. Normally separate the parcels in delivery sequence. Make a mental note of the first parcel delivery point. When this parcel has been delivered, make mental note of the next, and so on, until all parcels have been delivered. **For any parcel that does not fit into the customer's mailbox or parcel locker (when available), an attempt to deliver must be made at the customer's door. If no one is available to receive the parcel, follow the procedures in 322.311 and 322.312. 322.311**

322.311 When the Carrier Is Authorized to Leave Ordinary Parcels

a. **Parcels must not be left in an unprotected location such as a porch unless the mailer participates in the carrier release program by endorsing the package "Carrier-Leave If No Response" or the addressee has given written directions for an alternate delivery location.** Examples of protected locations are a locked vestibule, locked hallway or with the doorman of an apartment building, inside a storm door of a residence, etc. Form 3849, *Delivery Notice/Reminder/Receipt*, with the "It Is located: _____" block completed must be left in the mail receptacle notifying the addressee of the mail left in the authorized alternate location. Parcels must not be left where adverse weather can affect them.

The DRT directs the parties to Section 631 of the M-41 Handbook which reads in relevant part as follows:

631 Delivery of Parcel Post

631.1 Determine if someone is available at the address by ringing the doorbell or knocking on the door.

631.2 While waiting for customer to respond, scan the parcel to verify whether:

- a. A receipt is required.
- b. Postage due or other charges are to be collected.
- c. A return receipt is requested.
- d. Delivery is restricted.
- e. The carrier release endorsement is used.

631.3 Prepare receipts as explained in chapters 2 and 3.

631.4 Obtain receipts and collect funds and data as explained in chapter 3 for special services mail. If a data collection device has been assigned to your route, see subchapter 23 for appropriate scanning procedures.

631.5 If the parcel cannot be delivered for any reason, follow the procedures in chapter 3.

631.6 Endorse the article appropriately and return it to the office.

631.7 See subchapter 23 for appropriate scanning procedures.

The DRT notes the M-41 Handbook provides instruction to the carrier on their duties to complete while waiting for the customer to respond to knocking or ringing the bell when delivering parcels requiring customer action. The provisions of the M-41 Handbook also remind

the parties these contractual obligations are to prevent loss or damage to the customer's parcel as well as to protect the carrier from liability in the event of these occurrences. The Step B Team determines Management will comply with the M-41 Handbook when directing letter carriers in the performance of their duties.

The grievance file also contains a statement provided by Steward Jason Leath which reads in relevant part as follows:

I informed Manager Buford of the instructions Supervisor Lucia Kiley gave that carriers will not wait for a response before leaving packages at doors given to letter carrier Eakes on 10/20 and informed Manager Buford this was a violation of the M-41 Handbook. To my surprise Manager Buford informed me that was the instructions and letter carriers will not be waiting for responses at customer's doors anymore that it was a time wasting practice. We are to knock and drop the package or just leave it with no attempt of delivery. I in good faith asked Manager Buford if she would like to settle his disagreement by looking at the handbook before this becomes a grievance and she responded NO you can file it.

The DRT directs the parties to the USPS-NALC Joint Statement of Expectations which reads in part as follows:

We will work together to prevent contract violations through communication, training, and good faith efforts to anticipate workplace problems and resolve disputes in a timely manner. We are committed to eliminating abuses of our grievance arbitration procedure, such as the filing of unwarranted grievances to clog the system or a refusal to resolve grievances even where there are no legitimate differences of opinion between the parties. We are committed to mutual and joint efforts to improve the workplace environment and to improve the overall performance of the Postal Service. We will make every effort to resolve our disputes in a professional manner and to avoid any unnecessary escalation of disputes which may adversely impact adherence to the above principles or adversely influence union-management relationships at other levels of the organization.

The DRT notes Steward Leath attempted to resolve this grievance at the lowest possible when he offered to show Manager Buford the applicable provisions of the M-41 Handbook. Management is instructed to bargain in good faith with the Union prior to the escalation of disputes through the grievance procedure.

The Dispute Resolution Team (DRT) has **RESOLVED** this grievance. The DRT determines Management is instructed to cease and desist violation of the M-41 Handbook. Management will allow carriers to wait a reasonable amount of time for a response from the customer in accordance with Sections 322 and 631 the M-41 Handbook when delivering parcels which require customer action.

This grievance file contained the following documents:

- (1) PS Form 8190
- (2) Formal Step A Resolution Form
- (3) Union Contentions (5 Pages)
- (4) Grievant Statement
- (5) Steward Statement
- (6) M-41 Handbook Page 75
- (7) JCAM (6 Pages)
- (8) (M-00127)
- (9) Step B Decision C11N-4C-C16972844 (4 Pages)

- (10) Formal Step A Resolution Form (3 Pages)
- (11) PS Form 8190
- (12) (M-00332)
- (13) (M-00458)
- (14) (M-01492)
- (15) Request For Steward Time (2 Pages)
- (16) Management Contentions
- (17) PS Form 2608 (2 Pages)
- (18) PS Form 8190
- (19) Grievant Statement
- (20) Steward Statement
- (21) Supervisor Statement
- (22) Management Contentions
- (23) M-41 Handbook Page 75
- (24) JCAM (6 Pages)
- (25) (M-00127)
- (26) Step B Decision C11N-4C-C16972844 (4 Pages)
- (27) Request For Steward Time (2 Pages)
- (28) Formal Step A Resolution Form (2 Pages)
- (29) PS Form 8190
- (30) (M-00332)
- (31) (M-00458)
- (32) (M-01492)

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: C16N-4C-C 18033314

Cc: Steve Lissan, NALC NBA, Region 8
Jill Miniard, Eastern Area Labor Relations Manager
Michael Kulikowski, Eastern Area Labor Relations Representative
Dannett Hemingway, USPS Step A Representative
Jason Leath, NALC Step A Representative
Christopher Alexander, District Manager (A)
Jeryl Wilson, District Human Resources Manager (A)
Nita Fournier, District Labor Relations Manager

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 214]

**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 2019 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.

with specific instructions. In any case where the Step B team mutually concludes that relevant facts or contentions were not developed adequately in Formal Step A, they have authority to return the grievance to the Formal Step A level for full development of all facts and further consideration at that level. If the grievance is remanded, the parties' representatives at Formal Step A shall meet within seven (7) days after the grievance is returned to Formal Step A. Thereafter, the time limits and procedures applicable to Formal Step A grievances shall apply.

**15.2
Step B (c)**

(c) The written Step B joint report shall state the reasons in detail and shall include a statement of any additional facts and contentions not previously set forth in the record of the grievance as appealed from Formal Step A. The Step B team will attach a list of all documents included in the file.

Review. The Step B representatives work together in pairs and attempt to resolve grievances jointly. Both Step B representatives are responsible for ensuring that the facts and contentions of grievances are fully developed. The Step B representatives may restate or change a grievance's issue statement as appropriate. The Step B teams must give priority to considering and deciding removal, then 16.7, then 16.6 cases.

Step B Decision. The Dispute Resolution Team must make a decision within fourteen calendar days after receipt of the appeal from Formal Step A, unless this time limit is mutually extended. The written Step B decision must state the reasons for the decision in detail and include a statement of any additional facts or contentions not set forth in the grievance as appealed from Formal Step A. The Step B team must attach to the decision a list of all documents included in the file.

A Step B decision establishes precedent only in the installation from which the grievance arose. For this purpose, precedent means that the decision is relied upon in dealing with subsequent similar cases to avoid the repetition of disputes on similar issues that have been previously decided in that installation.

Step B Decision Types. In deciding a grievance, the team chooses among four options. It may:

- **Resolve** the grievance,
- **Impasse** the grievance if the team cannot resolve it,
- **Remand** the grievance to the Formal Step A parties with specific instructions, or
- **Hold** the decision pending resolution of a representative case or national interpretive case.

Resolve. A resolved Step B decision may be a compromise settlement, a decision to uphold the grievance in its entirety, or a decision that there is no basis for the grievance. In all three cases the Dispute Resolution Team must produce a written decision stating the issue, the decision, and the detailed reasons supporting it. As part of the educational design of

- 321.5 *Finger* mail between delivery stops placing it in order of delivery (see section 133.2). When withdrawing flats from satchel, observe and remember address of next piece to avoid back-tracking.
- 321.6 Deliver all mail carried; then pick up mail for the next part of route from the relay box. If more than one relay is in relay box, take next numbered bundles up to and including the one containing an X. Follow the same delivery procedure.

322 **Motorized Routes (See also Chapter 8)**

322.1 **Letter-Size Mail Delivery**

- 322.11 Letter-size mail for the entire route may be placed in suitable trays or boxes rather than being strapped out. These may be used for working the mail rather than a strap. Place the container of mail in the vehicle's tray so the letter mail faces the driver. When serving house boxes, withdraw sufficient letter mail before dismounting to allow fingering to determine the next delivery stop (see section 133.2).
- 322.12 Any sequenced mailing received by a motorized curb delivery route shall be handled as separate bundles, unless the Delivery unit manager authorizes the casing and/or collating of the mailings.

322.2 **Flat Mail**

- 322.21 For other than one bundle system, flat mail should be strapped out, limiting the thickness of bundles to conform to the vehicle tray size and to allow good visibility through the windshield.
- 322.22 Flats may be worked from a loosened strap placed to the right of the letter tray or box.
- 322.23 Any sequenced mailing received by a motorized curb delivery route shall be handled as separate bundles, unless the Delivery unit manager authorizes the casing and/or collating of the mailings.

322.3 **Parcel Post**

- 322.31 Load parcel post directly into the vehicle from hampers or sacks. Normally separate the parcels in delivery sequence. Make a mental note of the first parcel delivery point. When this parcel has been delivered, make mental note of the next, and so on, until all parcels have been delivered. For any parcel that does not fit into the customer's mailbox or parcel locker (when available), an attempt to deliver must be made at the customer's door. If no one is available to receive the parcel, follow the procedures in 322.311 and 322.312.
- 322.311 **When the Carrier Is Authorized to Leave Ordinary Parcels**
- a. Parcels must not be left in an unprotected location such as a porch unless the mailer participates in the carrier release program by endorsing the package "Carrier-Leave If No Response" or the addressee has given written directions for an alternate delivery location. Examples of protected locations are a locked vestibule, locked hallway

63 Route Procedures

631 Delivery of Parcel Post

- 631.1 Determine if someone is available at the address by ringing the doorbell or knocking on the door.
- 631.2 While waiting for customer to respond, scan the parcel to verify whether:
 - a. A receipt is required.
 - b. Postage due or other charges are to be collected.
 - c. A return receipt is requested.
 - d. Delivery is restricted.
 - e. The carrier release endorsement is used.
- 631.3 Prepare receipts as explained in chapters 2 and 3.
- 631.4 Obtain receipts and collect funds and data as explained in chapter 3 for special services mail. If a data collection device has been assigned to your route, see subchapter 23 for appropriate scanning procedures.
- 631.5 If the parcel cannot be delivered for any reason, follow the procedures in chapter 3.
- 631.6 Endorse the article appropriately and return it to the office.
- 631.7 See subchapter 23 for appropriate scanning procedures.

632 Relay and Collection Schedule

The relay and collection schedule lists the order in which relays are delivered to relay boxes and mail is collected from street boxes, mail chutes, and other collection points. Observe schedule and report any deviations and/or curtailments on Form 1571.

633 Delivering Relays and Collecting Mail

- 633.1 Proceed to first relay point on schedule for which there is a relay.
- 633.2 Remove empty sacks from relay boxes and deposit relay. Make certain that each box is securely locked. Fold sack with cord and fastener in the fold and stack neatly in truck.
- 633.3 Proceed with your assignment according to your instructions or schedule.
- 633.4 When a plastic collection test card has been deposited at any collection point, withdraw the plastic card from the mail during collection and hand to your designated manager on arrival at the office.

634 Delivery of First-Class to Firms

Deliver First-Class firm mail as prescribed by local instructions.