

FORMAL STEP A RESOLUTION FORM

NALC GRIEVANCE NUMBER: B4-00271-17

USPS GRIEVANCE NUMBER:

GRIEVANT NAME: CLASS ACTION/CITY WIDE

STATION/POST OFFICE: CITY WIDE/ NASHVILLE

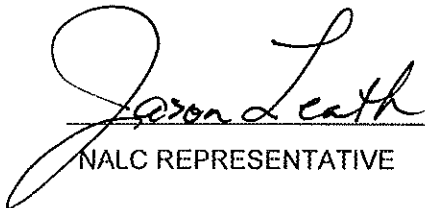
DATE OF DECISION: AUGUST 17, 2017

The issue of this grievance pertains to:

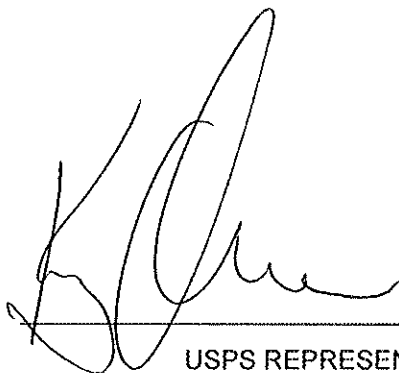
DID MANAGEMENT VIOLATE ARTICLE 8.9, 19 VIA SECTION 4 OF THE M-41 HANDBOOK, AND 30 OF THE NATIONAL AGREEMENT BY INSTRUCTING CITY CARRIERS THEY HAVE 5 MINUTES TO PERFORM ALL P.M. OFFICE DUTIES?

As a result of a Formal Step A meeting of the Dispute Resolution Process we the parties agree to the following resolution of this grievance:

THE FORMAL A PARTIES AGREE MANAGEMENT WILL CEASE AND DESIST VIOLATING ARTICLES 8.9, 19 VIA SECTION 4 OF THE M-41 HANDBOOK, AND 30 OF THE NATIONAL AGREEMENT BY INSTRUCTING CITY CARRIERS THEY HAVE 5 MINUTES TO PERFORM ALL P.M. OFFICE DUTIES.



NALC REPRESENTATIVE



USPS REPRESENTATIVE



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/CITY WIDE			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® TENNESSEE, NASHVILLE			7. Finance No.		
8. NALC Branch No. 4	9. NALC Grievance No. B4-00271-17	10. Incident Date (MM/DD/YYYY) 06/19/2017	11. Date Discussed With Supervisor (Filing date) 06/22/2017		
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. Eric Baxter EB 615-356-7465			13b. Steward's Printed Name, Initials, and Telephone No. Corey Walton CW 615-686-7595		

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. **17550546**

15. Issue Statement: Provide contract provision(s) and frame the issue(s).
see attached

16. Undisputed Facts: List and attach all supporting documents. Use additional paper if necessary. Attachments? No Yes Number ____

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 ____

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 ____

19a. Union Representative: Enter the remedy requested by the union.
see attached

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) **8-17-2017**

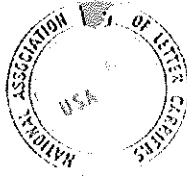
21a. USPS Representative's Name Kimberly Oliver	21b. Telephone No. (Include area code) 615-228-0446
21c. USPS Representative's Signature [Signature]	21d. Date (MM/DD/YYYY) 08/17/2017
22a. NALC Representative's Name Jason Leath	22b. Telephone No. (Include area code) 615-587-3846
22c. NALC Representative's Signature [Signature]	22d. Date (MM/DD/YYYY) 8-17-2017

15. Issue Statement: Provide contract provision(s) and frame the issue(s).

1. Did Management violate Articles 8.9,19 via section 4 of the M-41 handbook, and 30 of the National Agreement when they instructed the city letter carriers that they had 5 minutes to perform all pm office duties? If so what is the appropriate remedy?
2. Did Management violate Articles 17 and 31 of the National Agreement when they failed to furnish the Union its requested information? If so what is the appropriate remedy?

19a Union Representative: Enter the remedy requested by the union.

1. Management cease and desist violating Articles 8.9,19 via section 4 of the M-41 handbook, and 30 of the National Agreement by instructing city carriers they have 5 minutes to perform all pm office duties.
2. Management give a stand-up talk at their respective stations retracting their instructions that city carriers have 5 minutes to perform all pm office duties.
3. Management from the Postmaster down to each 204.b be given training by the local branch President or his designee on city letter carrier pm duties.
4. Management cease and desist violating Articles 17 and 31 of the National Agreement by not providing the Union its requested information.
5. Whatever the B-Team or Arbitrator deems appropriate.



FORMAL STEP A RESOLUTION FORM

NALC GRIEVANCE NUMBER: B4-00143-14

USPS GRIEVANCE NUMBER:

GRIEVANT NAME: CLASS ACTION

STATION/POST OFFICE: CITY WIDE / NASHVILLE

DATE OF DECISION: MARCH 19, 2014

The issue of this grievance pertains to:

DID MANAGEMENT VIOLATE ARTICLES 3,15, AND 19 OF THE NATIONAL AGREEMENT AND CHAPTER 4 OF THE M-41 HANDBOOK, VIA ARTICLE 19 OF THE NATIONAL AGREEMENT WHEN THEY IMPLEMENTED A TN DISTRICT CITY CARRIER SOP AND EASTERN AREA REDLINE POLICY (EA SOP 7-14)?

As a result of a Formal Step A meeting of the Dispute Resolution Process we the parties agree to the following resolution of this grievance:

THE FORMAL STEP A PARTIES AGREE THAT THE NASHVILLE INSTALLATION SHALL FOLLOW THE POSTAL HANDBOOKS / MANUALS AND THE CURRENTLY ENFORCED NATIONAL AM CITY CARRIER SOP.

Handwritten signature of Rusty Godlewski in cursive.

NALC REPRESENTATIVE

Handwritten signature of E. Clark in cursive.

USPS REPRESENTATIVE



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 (CITY)

2. Grievant's Telephone No. (Include area code)

3. Seniority Date (MM/DD/YYYY) 4. Status (Check one)
 FT FTF PTR PTF CCA

5. Grievant's Employee Identification Number (EIN)

6. District, Installation, Work Unit, ZIP Code
TN / NASHVILLE / CITY / 37207

7. Finance No.

8. NALC Branch No. 4 9. NALC Grievance No. RSG-00143-14 10. Incident Date (MM/DD/YYYY)

11. Date Discussed With Supervisor (Filing date) 2/12/2014

12a. Companion MSPB Appeal? Yes No 12b. Companion EEO Appeal? Yes No

13a. Supervisor's Printed Name, Initials, and Telephone No. Beverly Montgomery BM 13b. Steward's Printed Name, Initials, and Telephone No. Michael S. Morris / RSG 9315618820

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. C11N-4C 14260088

15. Issue Statement: Provide contract provision(s) and frame the Issue(s).
Did management violate Articles 3, 15 and 19 of the National Agreement and Chapter 4 of the M-41 Handbook, via Article 19 of the National Agreement when they implemented a TN District City Carrier SOP and Eastern Area SOP Red Line Policy (EA SOP 7-14)? And if so, what should an appropriate remedy be?

16. Undisputed Facts: List and attach all supporting documents. Use additional paper if necessary. Attachments? No Yes Number ____
after numerous attempts to persuade management to provide contentions and meet on this grievance to forward it on to the OLT, after we had agreed to impasse it, I decided to forward it on without management contentions. RSG-3-19-14

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 ____

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 ____

19a. Union Representative: Enter the remedy requested by the union.
Management rescind the City Carrier District and Eastern area Red Line Policy immediately. The city carriers be directed to resort back to the currently enforced National AM City Carrier SOP, or what other remedy that may be deemed 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) 3-20-14

21a. USPS Representative's Name E. Charles 21b. Telephone No. (Include area code)

21c. USPS Representative's Signature E. Charles 21d. Date (MM/DD/YYYY)

22a. NALC Representative's Name Rusty Godlewski 22b. Telephone No. (Include area code)

22c. NALC Representative's Signature Rusty Godlewski 22d. Date (MM/DD/YYYY)

Union's Informal Step A contentions

Class Action/Nashville

Issue:

1. Did Management violate Articles 8.9, 19 via section 4 of the m-41 handbook and 30 of the National Agreement when they instructed city letter carriers that they only had 5 minutes to complete all pm office duties?
2. Did Management violate Articles 17 and 31 of the National Agreement when they failed to furnish the Union its requested information?

Contentions:

On Monday, June 19th 2017 our supervisor, at Belle Meade Station, announced over the intercom that from this day forward we only had 5 minutes to complete all of our pm office duties. That meant from the time we clocked in from the street we had 5 minutes to be off the clock. This is not the first time Management here in Nashville has attempted to limit the carriers pm office time. The latest such attempt was Management's failed "red line " policy. (included in this case file).

On June 20th 2017 I submitted a Request for Information, requesting the following:

- Any provision of any Handbook or Manual that Management is citing their 5 minute p.m. office time from.
- Any policy or directive that Management is citing their 5 minute p.m. office duties from.
- Any e-mail or letter that local Management has received stating city carriers have 5 minutes for p.m. office duties.

My station Manager informed me that he had forwarded my request to the Postmasters office and that there was no information to be given. One thing I want to make clear is that my station Manager Eric Baxter is exceptional. I know that this directive is not coming from him. However it does not mitigate the fact that this 5 minute policy is not contractual. The M-41 handbook is crystal clear on what constitutes city carriers pm office duties. It mentions no 5 minute timeframe. As a matter of fact it mentions no time frame at all.

The Union feels strongly that this is another attempt by Management to circumvent the contract in restricting city carriers time while on the clock. At the current time the Union is grieving several attempts by Management here in the Nashville installation to do just that. There is the "PET" "LOC" and now the "5

Minute" grievance.

Also included in the case file is a statement where Management at Acklen Station is allowing carriers to work off the clock because they are taking longer than 5 minutes to complete their pm office duties. Also carriers are clocking off then unloading vehicles off the clock due to Management's 5 minute policy. This is a clear violation of Article 41.3.k of the JCAM, which reads as follows:

K. Supervisors shall not require, nor permit, employees to work off the clock

In the Unions remedy request it asks for the following:

3. Management from the Postmaster down to each 204.b be given training by the Local Branch President or his designee on city letter carriers pm duties.

The Union feels that its Managements uneducated and non-contractual policy that leads to abuses like those occurring at Acklen Station. Being as this city should have been educated after the B-Teams red-line policy decision, the Union can only surmise that Management's actions here are deliberate and intentional.

CHRIS VERVILLE, Vice President
TAMMIE R. SIMMONS, Treasurer
J. E. WOODARD, Financial Secretary
MICHAEL ENGLAND, Sergeant-At-Arms
GLENN WATTS, Director of Retirees

M. L. (Rip) MALONE
BRANCH NO. 4

BOB KING, JR., Health Benefits Representative
RAY RAYMER, N.S.B.A. Clerk
C. R. HIRST, Trustee
DALE LYLES, Trustee
JAMES BROWN, Trustee

National Association of Letter Carriers

LEMAN D. CLARK, JR., President
Suite 212, Bldg. C
211 Donelson Pike
P.O. Box 140816
Nashville, TN 37214
(615) 883-7687



ALAN FUCHS, Secretary
Suite 212, Bldg. C
211 Donelson Pike
P.O. Box 140816
Nashville, TN 37214
(615) 883-7687

REQUEST FOR INFORMATION (CONTRACTUAL)

Belle Meade
Station/Office

Date of Request 6/20/17

Dear Management:

Pursuant to Articles 17 and 31, of the National Agreement, I am requesting copies of the following information and/or documents, these documents are needed to investigate a **possible grievance**.

- ① Any provision of any handbook or manual that management is citing their 5 minute p.m. office time from.
- ② Any policy or directive that management is citing their 5 minute p.m. office duties from.
- ③ Any Email or letter that local management has received stating city carriers have 5 minutes for p.m. office duties.

This information/documentation is needed for the union to investigate a **POSSIBLE GRIEVANCE** pertaining to: violation of Articles 8, 19, 30 via m-41 section of dealing with carrier p.m. duties

Management's Signature: E. Bando Date: 6-20-17

Date Union received documentation _____

Leman D. Clark, Jr., President
NALC Branch 4
Nashville, TN. 37214-0816

July 5, 2017

Last month, I was informed by my supervisor, Nicole Westmoreland, that I had five minutes from the time I returned to the office from the street to clock off for the day. She remarked that I was taking too long to finish up and she would have to answer for the extra office time it was taking me. Since that day, I have witnessed another carrier in my station performing duties like unloading the mail and postal equipment from their postal vehicle after clocking off. I have witnessed management checking to make sure that other carriers are off the clock even though they are finishing up at their cases. I have also witnessed carriers who come in early and start prepping their route before clocking on. In order to avoid further issues with management, I have tried my best to work within the time frames management has set in place. However, I find it very difficult to complete my end of day duties within the time frame management has requested and it certainly doesn't allow for proper wash up time (as the National Agreement allows carriers). Because this isn't enough time, it frequently results in me clocking off and then finishing whatever is left undone after my 5 minutes (usually more) are up. I have been at the Acklen station for about 6 months and I have been working to the best of my ability to learn the routes on my string and safely and efficiently perform my duties as a carrier. I'm not wasting time, I'm doing my job. It's extremely frustrating to be harassed by management for not being able to meet their unrealistic expectations. It's my understanding that there was a similar situation that was ruled on from back in 2014 in Germantown where management was giving them 10 minutes at the end of the day and it was resolved by directing management to adhere to the provisions of the National agreement. I love my job but I don't appreciate being bullied by management to try to perform my duties in an unrealistic amount of time.

Sheila Moore

ITEM #1: "ADDITIONAL OR LONGER WASH-UP PERIODS"

Letter Carriers that perform dirty work or work with toxic materials should be granted such time as is reasonable and necessary for washing up. This includes the period of time prior to his/her lunch break. When requested by the employee and approved by the route examiner, reasonable and necessary time to wash up will not be deducted from street time during the week of inspection except when the need was the result of an unusual situation, and will be considered on an individual basis.

ITEM #2: "THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF."

All regular Letter Carrier will be have fixed days off.

ITEM #3: "GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS."

Curtailement or termination of Postal Operations shall be determined based upon the gravity of the situation and local conditions. The safety and welfare of employees shall be of primary concern. If decision is to curtail or terminate service, implementation guidelines will be discussed with representatives of the craft.

ITEM #4: "FORMULATION OF LOCAL LEAVE PROGRAM"

- A. All Carriers will be guaranteed at least one vacation period during the May through September period before any carrier can be scheduled a second choice during that period.
- B. A carrier having begun as much as one day of a scheduled leave period during the May through September period will be required to take the leave period in its entirety.
- C. If for any reason a carrier decides not to use scheduled leave, he shall notify management no less than two weeks prior to the first day of the beginning of the scheduled leave. The cancelled leave will be posted for further submission.
- D. There shall be no exchanging of scheduled leave. Carriers will not be called in to work while on annual leave, except in emergency situations.
- E. Emergency leave will be granted based on reasonable justification.
- F. Applications for vacation periods shall be submitted by December 31 of each year.

**QUESTIONS AND ANSWERS
2011 USPS/NALC NATIONAL AGREEMENT**

23. Do CCAs have a work hour guarantee?

Yes, CCAs employed in post offices and facilities with 200 or more workyears of employment have a four hour work guarantee and CCAs employed in all other post offices have a two hour work guarantee.

- **Split Shifts—City Carrier Assistant Employees.** The parties have agreed to the following rules for CCA work hour guarantees when there is a gap between two periods of work:
 1. When a CCA is notified prior to clocking out that he/she should return within two hours, it is considered a split shift and no new work hour guarantee applies.
 2. When a CCA is notified prior to clocking out that he/she is to return after two hours, the CCA must be given another work hour guarantee pursuant to Article 8.8 (two or four hours depending on the office size).

Split shifts for CCAs is addressed by the parties' joint Questions and Answers 2011 USPS/NALC National Agreement, dated March 6, 2014. The complete joint Q&As are found on JCAM pages 7-20 through 7-30.

**QUESTIONS AND ANSWERS
2011 USPS/NALC NATIONAL AGREEMENT**

24. Are there rules covering work hour guarantees for a CCA who has a gap between two periods of work?

Yes. If a CCA is notified prior to clocking out that he/she should return within two hours, it is considered a split shift and no new work hour guarantee applies. However, if a CCA is notified prior to clocking out that he/she is to return after two hours, the CCA must be given another work hour guarantee pursuant to Article 8.8 (two or four hours depending on office size).

Waiving guarantees. The Step 4 settlement H4N-2D-C 40885, November 14, 1988 (M-00879) provides that "Management may not solicit employees to work less than their call-in guarantee, nor may employees be scheduled to work if they are not available to work the entire guarantee. However, an employee may waive a guarantee in case of illness or personal emergency." This procedure is addressed in the ELM Section 432.63.

8.9 Section 9. Wash-Up Time

Installation heads shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials. The amount of wash-up time granted each employee shall be subject to the grievance procedure.

(The preceding paragraph, Article 8.9, shall apply to City Carrier Assistant Employees.)

Wash-Up Time. Article 8.9 establishes a general obligation, enforceable through the grievance procedure, for installation heads to grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials.

Wash-Up Time—Local Implementation. Article 30.B.1 authorizes the local parties to negotiate “additional or longer wash-up periods” as part of a Local Memorandum of Understanding (Article 30).

Articles 8.9 and 30.B.1 prohibit negotiation of LMOU provisions that provide wash-up time to all employees without consideration of whether they perform any dirty work or are exposed to toxic materials. Local parties remain free to define the employees who satisfy those conditions (National Arbitrator Nolan, B98N-4B-I-01029365 and 01029288, July 25, 2004, C-25374). This rule does not negate the provisions of Article 30.C or the Article 30 Memorandum, which address existing LMOU provisions (See JCAM page 30-4 through 30-6).

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

This Memorandum of Understanding represents the parties consensus on clarification of interpretation and issues pending national arbitration regarding letter carrier overtime as set forth herein. In many places in the country there has been continued misunderstanding of the provisions of Article 8 of the National Agreement; particularly as it relates to the proper assignment of overtime to letter carriers. It appears as if some representatives of both labor and management do not understand what types of overtime scheduling situations would constitute contract violations and which situations would not. This Memorandum is designed to eliminate these misunderstandings.

1. If a carrier is not on the Overtime Desired List (ODL) or has not signed up for Work Assignment overtime, management must not assign overtime to that carrier without first fulfilling the obligation outlined in the “letter carrier paragraph” of the Article 8 Memorandum. The Article 8 Memorandum provides that “. . . where management determines that overtime or auxiliary assistance is needed on an employee’s route on one of the employee’s regularly scheduled days and the employee is not on the overtime desired list, the employer will seek to utilize auxiliary assistance, when available, rather than requiring the employee to work mandatory overtime.” Such assistance includes utilizing someone from the ODL when someone from the ODL is available.

2. The determination of whether management must use a carrier from the ODL to provide auxiliary assistance under the letter carrier paragraph must be made on the basis of the rule of reason. For example, it is reasonable to require a letter carrier on the ODL to travel for five minutes in order to provide one hour of auxiliary assistance. Therefore, in such a case, management must use the letter carrier on the ODL to provide auxiliary assistance. However, it would not be reasonable to require a letter carrier on the ODL to travel 20 minutes to provide one hour of auxiliary assistance. Accordingly, in that case, management is not required to use the letter carrier on the ODL to provide auxiliary assistance under the letter carrier paragraph.