



FORMAL STEP A RESOLUTION FORM

NALC GRIEVANCE NUMBER: B4-00728-14

USPS GRIEVANCE NUMBER: C11N-4C-C 14306314

GRIEVANT NAME: CLASS ACTION

STATION/POST OFFICE: BELLE MEADE / NASHVILLE

DATE OF DECISION: NOVEMBER 7, 2014

The issue of this grievance pertains to:

DID MANAGEMENT VIOLATE ARTICLES 15 AND 19 OF THE NATIONAL AGREEMENT WHEN THEY REFUSED TO LET CARRIERS HAVE TRAYS AVAILABLE TO THEM UNDER THEIR CASES.

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 PARTIES AGREE THAT MANAGEMENT WILL COMPLY WITH THE STEP B DECISION FOR B4-00200-14 C11N-4C-C 14260088 AND ALLOW CARRIERS TO STORE THE HARD PLASTIC TRAYS AT THEIR CASES.

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		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.	9. NALC Grievance No. B4-0072814	10. Incident Date (MM/DD/YYYY) ONGOING	11. Date Discussed With Supervisor (Filing date) 9/22/2014
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)		13b. Steward's Printed Name, Initials, and Telephone No. Corey L. Walton cw	

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. 14306314	
15. Issue Statement: Provide contract provision(s) and frame the issue(s). DID MANGEMENT VIOLATE ARTICLE 15, AND 19 OF THE NATIONAL AGREEMENT WHEN THEY REFUSED TO LET CARRIERS HAVE TRAYS AVAILABLE TO THEM UNDER THEIR CASES? IF SO WHAT IS THE APPROPRIATE REMEDY	
16. Undisputed Facts: List and attach all supporting documents. Use additional paper if necessary. Attachments? <input type="checkbox"/> No <input type="checkbox"/> Yes Number ____ BOTH PARTIES HAVE AGREED TO EXTEND THE TIME LIMITS ON THIS GRIEVANCE. THE GRIEVANCE IS TIMELY	
17. UNION'S full, detailed statement of disputed facts and contentions: List and attach all supporting documents. Use additional paper if necessary. Attachments? <input type="checkbox"/> No <input type="checkbox"/> 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? <input type="checkbox"/> No <input type="checkbox"/> Yes Number ____	
19a. Union Representative: Enter the remedy requested by the union. MANAGEMENT CEASE AND DESIST. CARRIERS BE ALLOWED TO STORE TRAYS AT THEIR CASES AS THE B-TEAM HAS AWARDED OR WHATEVER REMEDY IS DEEMED APPROPRIATE	
19b. Settlement Offer: List any settlement offers by either party on page 3.	
20. Disposition (Check one) <input checked="" type="checkbox"/> Resolved <input type="checkbox"/> Withdrawn <input type="checkbox"/> Not Resolved Date of Formal Step A Meeting (MM/DD/YYYY) 11/7/2014	
21a. USPS Representative's Name Sherry L. Case	21b. Telephone No. (Include area code)
21c. USPS Representative's Signature [Signature]	21d. Date (MM/DD/YYYY)
22a. NALC Representative's Name Donald S. Onorato	22b. Telephone No. (Include area code)
22c. NALC Representative's Signature [Signature]	22d. Date (MM/DD/YYYY)

Union Contentions
B4-00728-14
Failure to Comply (Trays)
Belle Meade Station

The issue in this grievance is did management violate Articles 15 and 19 of the National Agreement when they refused to let carriers have trays available to them under their cases.

The file also contains a copy of a step B decision which reads in relevant part as follows:

Management at Belle Meade
B4-00200-14 C11N-4C-C 1426
the carriers to keep their hard
in the corner of the Post Office
floor to get them. Enclosed is
(AMSOP) section 3-4, which r
trays retained overnight at the

The parties agree that
management will comply
with the Step B decision

~~B4-00200-14 C11N-4C-C 14260088~~
B4-00200-14 C11N-4C-C 14260088

The grievance file contains a copy of the step B decision for grievance B4-00200-14, which reads

and allow carriers to store
the hard plastic trays at
their cases.

The DRT agrees the parties will comply with the decision cited from the National AM SOP as follows:

3-4 Empty Equipment—The workroom floor must be clear from excess, empty equipment. As clerks spread mail, empty equipment must be removed and placed in containers for return to the plant in a timely manner. All labels must be removed from mail transport equipment, whether trays, tubs, or rolling stock when the equipment is emptied.

The disposal of empty equipment returned from the street is the responsibility of the carrier. Many carriers reuse equipment daily such as hard plastic trays. These are typically retained overnight at the carrier case. Excess letter carrier equipment to be returned usually consists of DPS letter trays. Empty equipment containers must be pre-positioned in the carrier's line of travel for the carrier to deposit excess letter trays and other commonly used equipment upon their return from the street.

Page 15-8 of the Joint Contract Administration Manual (JCAM) reads in relevant part as follows:

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.

The union contends that management is in violation of Article 15 of the National Agreement when they refused to abide by the Step B/DRT team decision regarding the storage of trays at the carriers' cases.

Article 19 of the National Agreement covers the subject of Handbooks and Manuals. It reads in relevant part as follows:

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.

The M-39 Handbook covers the storing of empty trays numerous times. Some examples include:

116.3.b. *Second Priority.* Letter-size mail, trayed separately for each route with stamps down and to the right, is placed at the carrier case. If this is not possible, a tray cart (or other suitable item used to transport trays) should be placed as close to the carrier cases as possible with the trays identified by route. Empty trays, if needed for later use, may be stored under the carrier's case. Carriers must work mail directly from trays if the letters are trayed with stamps down and facing to the right.

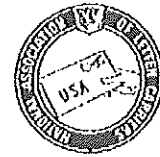
116.3.c. *Third Priority.* Letters, faced and loose-packed in No. 3 sacks for individual routes, with each sack identified by route number, are at the carrier's case when he or she reports for work. Empty sacks, if needed for relays when casing is completed, may be stored under the carrier's case.

116.3.e. *Fifth Priority.* Sacks containing bundles of mail and identified by route number are transported to the carrier's case. Carriers dump the sacks, check the bundles, and place the letters on the ledge. If empty sacks will be needed when casing is completed, they may be stored under the carrier's case.

117.1.l. *Equipment Used Daily.* Sufficient sacks, trays, straps, satchels, hampers, forms, and other equipment needed by carriers must be readily accessible. Equipment used daily, such as hampers, may be marked with the route number except when this restricts operation's effectiveness and equipment utilization.

The union contends that management is in violation of Article 19 of the National Agreement by ignoring the highlighted sections in the M-39 Handbook regarding the use of empty equipment.

The union also contends that management has violated Article 15 of the National Agreement by their refusal to abide by the Step B decision regarding the storage of empty equipment. The union requests that management be ordered another cease and desist order and allow the carriers to store trays at their cases to remain in compliance with the DRT decision.



STEP B DECISION

STEP B TEAM

Monica Lucas, USPS
Chris Verville, NALC

District: Tennessee
DRT Number: 440-14

Decision:	RESOLVED
USPS number:	C11N-4C-C 14260088
Grievant:	Class Action
Branch Grievance Number:	B4-00200-14
Branch:	4
Installation:	Nashville
Delivery Unit:	Woodbine
State:	Tennessee
Incident Date:	Ongoing
Date Informal Step A Initiated:	03/05/2014
Formal Step A Meeting Date:	08/14/2014
Date Received at Step B:	08/18/2014
Step B Decision Date:	09/03/2014
Issue Code:	05.0000, 19.2000
NALC Code:	600109, 100103

ISSUE:

Did Management violate Articles 3, 5, 15, and 19 of the National Agreement when they instructed the Letter Carriers to keep empty trays and other essential items, used for the delivery of mail, stored away from their cases and at newly designated locations when well established Past Practices and M-39 Handbook SOP are at variance with these instructions? If so, what is the appropriate remedy?

DECISION:

The Dispute Resolution Team (DRT) has **RESOLVED** this grievance. The DRT agrees the parties' will remain compliant with the following language cited from the National AM SOP as follows:

3-4 Empty Equipment—The workroom floor must be clear from excess, empty equipment. As clerks spread mail, empty equipment must be removed and placed in containers for return to the plant in a timely manner. All labels must be removed from mail transport equipment, whether trays, tubs, or rolling stock when the equipment is emptied.

The disposal of empty equipment returned from the street is the responsibility of the carrier. Many carriers rouse equipment daily such as hard plastic trays. These are typically

retained overnight at the carrier case. Excess letter carrier equipment to be returned usually consists of DPS letter trays. Empty equipment containers must be pre-positioned in the carrier's line of travel for the carrier to deposit excess letter trays and other commonly used equipment upon their return from the street.

EXPLANATION:

The Union filed this grievance upon the Woodbine Post Office Management instructing Letter Carriers to discontinue staging empty equipment at their cases, in contradiction to a valid past practice for the office. The Union contends the carriers' submitted statements reveal the parties' past practice. The Union contends sections 115 and 116 of the M-39 Handbook reveals the past practice of storing trays and other essential items at the carrier's case and the Union contends Management is attempting to alter a past practice based upon contractual language without bargaining with the Union. The Union also notes Management unilaterally changed the way empty equipment was stored with no input from the Union. The Union contends the changes were also to the detriment of efficient operations. The Union alleges a contractual violation of Articles 5 and 19 of the National Agreement upon the implementation of this new policy requiring carriers to store equipment required to perform daily duties away from their cases. The Union notes Management has violated Section C of Article 3 in establishing a policy which adds extra cost to the company as the carriers are using more office time in search of equipment. The Union requests any discipline issued as a result of this policy be rescinded and removed from the carriers' files as well as the rescinding of this policy immediately.

Management contends Article 3 of the National Agreement gives them the right to direct employees in the performance of their official duties. Management determines the methods, means, and personnel by which said operations are to be conducted. Management cited the Eastern Area Operations Standard Operating Procedure/Red-Line Policy in defense of their arguments. Management notes OSHA citations have occurred within the Nashville installation and contends it is every employee's right to work in a safe environment. Management must also meet obligations to their employees and keep safety on everyone's mind. Management contends the change implemented in the Eastern Area, Nashville specific, contain efforts to keep the employee safe. One of OSHA's most recent visits in the Nashville Installation reveals citations for passageways not being kept clean and orderly, cluttered work areas, and mail on the floor. OSHA also stated carriers need 28" of space to exit from their cases and some measured smaller due to mail, boxes, and mail trays in front of, next to, and around the area. Moving the trays and centralizing empty equipment is necessary. Besides good housekeeping, we are creating a safer work environment for our employees. Management contends no discipline has been issued for alleged violation of this rule. Management requests this grievance denied in its entirety.

Article 3 of the National Agreement reads as follows:

The employer shall have the exclusive right, subject to the provisions of this agreement and consistent with applicable laws and regulations:

- a. to direct employees of the employer in the performance of official duties;
- B. to hire, promote, transfer, assign, and retain employees in positions within the Postal Service and to suspend, demote, discharge, or take other disciplinary action against such employees;
- c. to maintain the efficiency of the operations entrusted to it;
- d. to determine the methods, means, and personnel by which such operations are to be conducted;

- e. to prescribe a uniform dress to be worn by letter carriers and other designated employees; and
- f. to take whatever actions may be necessary to carry out its mission in emergency situations, i.e., an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

The grievance file reveals the efficiency of the operations was not met according to separate carrier statements revealing they were required to search for empty equipment at length to perform their jobs on a daily basis. The DRT agrees the inefficiency is due to the lack of availability of empty equipment.

The parties agreed to the following language on pages 5-2 and 5-3 of the July 2014 Joint Contract Administration Manual:

Defining Past Practice

In a paper given to the National Academy of Arbitrators, Arbitrator Mittenenthal 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.

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).

The grievance file contains several carrier statements revealing the allowance of storing empty equipment at their cases, via a mutually recognized past practice.

The section 116.52 of the M-39 handbook read as follows:

116.52 Second Priority

Flat mail, faced and loose in trays and identified by route number, is placed as close to the carrier's work area as possible where carriers can readily obtain them. If empty trays will be needed late, they may be stored under the carrier's case.

Management utilizes the Eastern Area Red-line Policy in defense of their actions. The DRT agrees the case file contains a settlement at the Formal A level regarding the SOP as follows;

The Formal Step A parties' agree that the Nashville Installation shall follow the Postal Handbooks/Manuals and the currently enforced National AM City Carrier AMSOP.

The DRT agrees the Eastern Area Red-line Policy cited by Management is no longer in use at the Woodbine Post Office. The DRT agrees Management has also failed to evidence how the carriers' deposition of empty equipment has posed a safety concern in the Woodbine office.

Article 19 of the National Agreement reads in relevant part as follows:

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.

The Dispute Resolution Team (DRT) has **RESOLVED** this grievance. The DRT agrees the parties' will remain compliant with the following language cited from the National AM SOP as follows:

3-4 Empty Equipment—The workroom floor must be clear from excess, empty equipment. As clerks spread mail, empty equipment must be removed and placed in containers for return to the plant in a timely manner. All labels must be removed from mail transport equipment, whether trays, tubs, or rolling stock when the equipment is emptied.

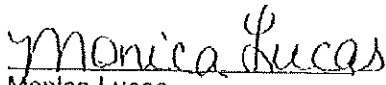
The disposal of empty equipment returned from the street is the responsibility of the carrier. Many carriers reuse equipment daily such as hard plastic trays. These are typically retained overnight at the carrier case. Excess letter carrier equipment to be returned usually consists of DPS letter trays. Empty equipment containers must be pre-positioned in the carrier's line of travel for the carrier to deposit excess letter trays and other commonly used equipment upon their return from the street.

This grievance file contained the following documents:

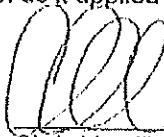
- (1) PS Form 8190
- (2) Union Contentions, 5 pages

- (3) Grievant's Statement, 2 pages
- (4) Union Steward's Statement
- (5) Carrier's Statement, 2 pages
- (6) M-39 pages 7, 8, 10, 3 pages
- (7) Note from Manager
- (8) Formal A Resolution
- (9) PS Form 8190
- (10) AM SOP
- (11) JCAM pages 5-1 – 5-4, 4 pages
- (12) Management's Contentions, 5 pages
- (13) Letter to Safety Manager from US Department of Labor/OSHA, 5 pages

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.



Monica Lucas
USPS Step B Representative



Chris Verville
NALC Step B Representative

DRT Number: 440-14

Cc: Pete Moss, NALC NBA
Roberla Albright, Eastern Area Labor Relations Manager
Michael Kulikowski, Eastern Area Labor Relations Representative
Sherry Carr, USPS Step A Representative
Donald Onorato, NALC Step A Representative
David Dillman, District Manager
Charisse Gamble, District Human Resources Manager
Joel Barnes, District Labor Relations Manager

To whom it may concern,

Management at Belle Meade station has violate Article 15 via B-Team decision B4-00200-14 C11N-4C-C 14260088 dated 09/03/2014. Management refuses to allow the carriers to keep their hard plastic trays under their case ledge. They are stored in the corner of the Post Office and the carriers have to walk across the workroom floor to get them. Enclosed is a section of the AM standard operating procedure (AMSOP) section 3-4, which recognizes the carriers right to have their hard plastic trays retained overnight at the carriers case.

Shop Steward

Corey L. Walton

116.3 Receipt of Principal Letter Dispatch

Carriers should not sweep distribution cases upon reporting for work. Rather, they should proceed directly from the time recording area to their cases and without delay begin casing mail which is already at their cases. The following priorities have been established for various procedures by which the first receipt of mail from the distribution unit reaches the carriers. These procedures are listed in the order of decreasing cost effectiveness:

- a. *Preferred Procedure.* Letter-size mail is placed on the left side of the carrier case ledge one row high with stamps down and to the right. The carrier may then pick up a handful with the left hand and begin casing without repositioning the letters.
- b. *Second Priority.* Letter-size mail, trayed separately for each route with stamps down and to the right, is placed at the carrier case. If this is not possible, a tray cart (or other suitable item used to transport trays) should be placed as close to the carrier cases as possible with the trays identified by route. Empty trays, if needed for later use, may be stored under the carrier's case. Carriers must work mail directly from trays if the letters are trayed with stamps down and facing to the right.

Note: If letter mail is not worked directly from trays (second priority), require Mail Processing to tray letters with stamps up and facing one direction so that, when the tray is flipped over on the carrier case ledge, the letters will be in the proper position: i.e., stamps down and facing to the right.

- c. *Third Priority.* Letters, faced and loose-packed in No. 3 sacks for individual routes, with each sack identified by route number, are at the carrier's case when he or she reports for work. Empty sacks, if needed for relays when casing is completed, may be stored under the carrier's case.
- d. *Fourth Priority.* Mail, which is tied in bundles, is placed at the carrier's case.
- e. *Fifth Priority.* Sacks containing bundles of mail and identified by route number are transported to the carrier's case. Carriers dump the sacks, check the bundles, and place the letters on the ledge. If empty sacks will be needed when casing is completed, they may be stored under the carrier's case.

116.4 Receipt of Morning Close-Out Dispatch

When mail is distributed elsewhere for a delivery unit, the morning close-out dispatch is typically very light and is received loose in trays or tied in bundles. If mail is trayed separately and is identified for each route, it should be taken to the carriers' cases. Otherwise, carriers may obtain it from a central point, except that Delivery Point Sequence mail will be handled in accordance with the DPS procedures established for the unit.

116.5 Receipt of Principal Flat Dispatch**116.51 Preferred Procedure**

Flat mail, faced and loose in trays, is placed at the carriers' cases so that the carriers can put a tray on the case ledge and sort directly from the tray, picking up approximately 6 inches of flats at a time.

116.52 Second Priority

Flat mail, faced and loose in trays and identified by route number, is placed as close to the carrier's work area as possible where carriers can readily obtain them. If empty trays will be needed later, they may be stored under the carrier's case.

116.53 Third Priority

Flat mail, faced and loose in hampers, is placed as close to the carrier's work area as convenience permits.

116.54 Fourth Priority

Flat mail, faced and loose packed in bundles identified by route number, is placed at the carrier's case. After the ledge is loaded with tied bundles, the bindings are removed.

116.55 Fifth Priority

Flat mail, faced and loose packed in No. 3 sacks, is placed as close to the carrier's case as possible. If empty sacks will be needed after casing, they may be stored under the carrier's case.

116.56 Sixth Priority

Flat mail, faced, tied in bundles and loaded in sacks for each route, is placed close to the carriers' cases.

116.6 Carrier Withdrawal of Letters and Flats

Carriers may be authorized to make up to two withdrawals from the distribution cases prior to leaving the office, plus a final cleanup sweep to include Delivery Point Sequence mail as they leave the office.

116.7 Mail Available on Return to Office

Mail received or distributed while carriers are on their routes should be on the carriers' cases when they return to the office. Carriers having undertime when they return may be required to withdraw and case mail available at that time. If undertime occurs frequently, the delivery unit manager must determine the cause and take corrective action.

116.8 Segmentation of Mail**116.81 Definition**

A major characteristic of the ZIP+4 data file is the segment, or the smallest unit to which distribution can be made. Segmentation is the sortation or

accountables and keys. An optional method for use in the morning is to take available accountable letters, flats, parcels, keys, change, etc., to the carriers using a suitable conveyance capable of holding all these items. Aisles must be wide enough to permit passage of this equipment.

- i. *Markups.* Carriers will place mail sorted to required removal categories (such as: "Moved — Left No Address," "Attempted, Not Known," "No Such Number," and "No Obvious Value Mail," etc.) in the throwback cases as they depart for their route. They will also leave undeliverable as addressed mail, sorted to A to Z separations, in the designated location at that time.
- j. *Lighting.* Lighting should be satisfactory with maximum utilization of existing fixtures.
- k. *Hold Mail.* Instruct the carrier to place hold mail in a central location only when space is not available at the carrier's case.
- l. *Equipment Used Daily.* Sufficient sacks, trays, straps, satchels, hampers, forms, and other equipment needed by carriers must be readily accessible. Equipment used daily, such as hampers, may be marked with the route number except when this restricts operation's effectiveness and equipment utilization.
- m. *Rarely Used Equipment.* Do not store rarely used or temporarily surplus equipment in prime space.

117.2 Determine Carrier Case Requirements

Carrier case, Item 124, is the basic letter case for use on all letter carrier routes. The delivery unit manager must determine the need for wing cases for letter mail (Items 143 or 144) using criteria outlined below:

- a. *Case Configurations.* Carrier cases will be six (6) equally spaced shelves for casing letters in a non-DPS environment where either one, two, or modified two-bundle systems are used, and in DPS environments where the composite bundle work method is used. In delivery units where the vertical flat DPS work method is selected by management, carrier cases will be six (6), five (5), or four (4) equally spaced shelves for casing.
- b. *Two Deliveries Per Separation.* Letter cases should normally have two deliveries per 1 inch separation.
- c. *Reserve CMU Spaces.* Designate 15 separations, each 1 inch wide, on the right of the bottom Item 124 letter-case shelf or on the bottom of the right wing case for central markup. In offices that have consistently low volumes of undeliverable-as-addressed mail, CMU spaces may be located on the top shelf in the same relative position, uniformly throughout those individual offices.
- d. *When to Use Wing Cases for Letters.* Do not use wing cases for letters unless the total possible deliveries exceed 420 or the daily-cased letter volume exceeds 2,500 letters and not until all separations in the *Item 124 case have been used.* When a wing case must be used to provide

responsibility of the Step B team to ensure that the facts and contentions of grievances are fully developed and considered, and resolve grievances jointly. The Step B team may 1) resolve the grievance 2) declare an impasse 3) hold the grievance pending resolution of a representative case or national interpretive case or 4) remand the grievance 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 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.