

FROM A TO ARBITRATION

EPISODE 78-DEFEATING THE HOUR OFFICE TIME



THE HOUR OFFICE TIME

- MANAGEMENT HAS COME OUT WITH A POLICY THAT ALL CITY CARRIERS ARE TO BE OUT OF THE OFFICE WITHIN ONE HOUR OF THEIR BEGIN TOUR CLOCK RING
- AS WITH EVERY POLICY THAT MANAGEMENT COMES OUT WITH, THEY ARE NOT CONTRACTUAL UNLESS BOTH THE UNION AND MANAGEMENT AGREE WITH IT
- CARRIERS HAVE CONTRACTS, HAND-BOOKS AND MANUALS TO HELP GRIEVE THIS POLICY

SHOP STEWARDS AND CARRIERS

The projected office time is what does states that the route should take with the volume that was inputted plus the fixed office time (fot)

Get the workhour workload reports for 2 months for the station and look at the projected and actual office times

If you can prove that the management projected times are longer than an hour, we can now argue that they are going against their own program on carrier office times

Management can not just unilaterally change the rules of what the contract and manuals say

DOCUMENTATION NEEDED IN THE CASE FILE

- STATEMENTS FROM CARRIERS THAT STATE HOW THEY FEEL BEING INTIMIDATED AND PUSHED
- ASK MANAGEMENT WHERE THEY CAME UP WITH THIS HOUR-LONG OFFICE TIME BECAUSE WE NEED TO KNOW WHERE THIS IS COMING FROM BECAUSE WE NEED TO INTERVIEW THAT INDIVIDUAL TO FIND OUT UNDER WHAT HANDBOOK OR MANUAL PROVISION ARE THEY CITING WHEN THEY STATE THAT THERE IS ONE HOUR OFFICE TIMES AND WHATEVER THEY SAY THEY ARE USING, WE ARE GOING TO REQUEST THAT DOCUMENT

BE CAREFUL WHAT YOU PUT INTO THE FILE

- WHENEVER YOU ARE LOOKING AT A GRIEVANCE SETTLEMENT THAT COMES FROM A LOCAL STEP-B TEAM, UNLESS YOU ARE IN THAT INSTALLATION YOU CAN NOT USE THAT DECISION IN YOUR CASE FILE. BUT YOU CAN PLAGIARIZE IT AND MAKE IT YOUR OWN. MEANING YOU CAN CUT, COPY AND PASTE ANY CONTRACT LANGUAGE, CITES OR PROVISIONS IN THE DOCUMENT THAT YOU WANT TO PUT INTO YOUR GRIEVANCE CONTENTIONS

LET'S START WITH AN ISSUE STATEMENT

- THE ISSUE STATEMENT IS SUPER IMPORTANT, AND YOU WANT TO MAKE SURE THAT YOU GET THEM RIGHT
- FRAMING YOUR ISSUE STATEMENT AS A QUESTION:
 - DID MANAGEMENT VIOLATE, UP TO BUT NOT LIMITED TO, ARTICLES 3, 5, 14, 15, 19 AND 34 OF THE 2019-2023 NATIONAL AGREEMENT (NA) BY GIVING A BLANKET ORDER FOR A 60-MINUTE OFFICE TIME, AND IF SO, WHAT IS THE APPROPRIATE REMEDY?
- THE ISSUE STATEMENT HAS TO INCLUDE ALL OF THE ARTICLES OF THE CONTRACT AND MANUALS THAT YOU ARE GOING TO CONTEND THAT MANAGEMENT HAS VIOLATED, WHICH CONTRACTS AND MANUALS YOU ARE CITING, THE REASON FOR THE GRIEVANCE AND NEVER LIMIT THE OTHER STEPS BY NOT ADDING STATEMENTS SUCH AS, UP TO BUT NOT LIMITED TO AND WHAT IS THE APPROPRIATE REMEDY. THIS ALLOWS THE OTHER ADVOCATES TO ADD TO THE ARTICLES AND CITES AND ALSO GIVES THE STEP- B AND HIGHER LEVELS THE ABILITY TO GIVE MAYBE A WAY BETTER REMEDY THAN YOU ARE ASKING FOR

MAKING THE CONTENTIONS

The Union contends on August 29, 2022 New Dorp management placed notice on all letter carriers' cases item number ten is instructing carriers that they have 60 minutes to case and pull down their routes. Management has given blanket orders, by stating all carriers to be on the street within 60 minutes. Management is putting all routes and all individuals equal each day and we all know this is not true in any case no carrier or route is equal each day is different. Management is pushing for the hour office rule in the morning.

The Union contends that management is trying to enforce the 60 minutes from some type of program that calculates a workload projection this does not change the letter carriers reporting requirements outlined in section 131.4 of handbook M-41, the supervisor scheduling responsibilities outlined in section 122 of handbook M-39, or the letter carriers and supervisors' responsibilities contained in Section 28 of Handbook M-41.

The Union contends management putting undue stress on the work room floor by trying to get carriers out in 60 minutes of casing time is creating a hostile work environment in violation of the Joint Statement on Violence and behavior in the workplace (JSOVB).

BACKING UP YOUR CITES

- ANY TIME YOU ARE GOING TO CITE A CONTRACTUAL PROVISION MAKE SURE THAT YOU COPY THAT CONTRACTUAL PROVISION AND PUTTING IT IN THE CASE FILE
- IF YOU ARE GOING TO CITE HANDBOOK M-41 SECTION 131.4 AND M-39 SECTION 122 AND THE M-41 SECTION 28, THEN THAT LANGUAGE NEEDS TO BE IN THAT CASE FILE, BECAUSE IF THIS CASE GOES UP TO ARBITRATION, AN ARBITRATOR WILL HAVE NO IDEA WHAT THE M-39 AND M-41 STATES
- WHENEVER YOU ARE TRYING TO PROVE THERE IS EVIDENCE OF A HOSTILE WORK ENVIRONMENT YOU HAVE TO PROVIDE STATEMENTS FROM THE CARRIERS THAT STATE AND PROVE THAT THEY ARE NOW IN AN ENVIRONMENT THAT DID NOT EXIST BEFORE, BUT IS NOW STRESSFUL BECAUSE OF THIS NEW RULE

CONTENTIONS

Management also violates Article 34 of the National Agreement by the use of this new method of determining carrier time in the office. Management unilaterally pursued a new work measurement standard in violation of Article 34 and section 115 of the M-39 the new "earned" leave time only takes into consideration the time needed for the carrier to case letters and flats into the case and pull the route down to determine the leaving time for the carrier. This "improper" unilateral policy has no time included for any fixed office time, parcels or spurs, DPS check, vehicle check, am break, personal time, or time for the myriad of other duties the letter carrier must perform each morning to properly service his/her bid assignment.

The union contends the use of this policy or instruction is both arbitrary and capricious. Management is attempting to "instruct" or "order" the least amount of time they can persuade or cajole or harass the carrier into using by instructing carriers on leaving time that is inaccurate, misleading, understated, and in violation of postal manuals.

USING THE LANGUAGE

THE WORDING IN THIS CASE IS PERFECT
AND YOU CAN JUST COPY AND PASTE
RIGHT INTO YOUR OWN CONTENTIONS

CONTENTIONS DO NOT HAVE TO BE BIG AND
FANCY WORDS, THEY CAN BE SIMPLE AND
TO THE POINT TO PROVE THE CASE WE ARE
BRINGING AGAINST MANAGEMENT
VIOLATING THE CONTRACT, HANDBOOKS
AND MANUALS

WHAT ARE WE ASKING AS A REMEDY?

Remedy:

Cease and Desist withdraw the Blanket instruction of letter carriers to only have 60 minutes office time.

DOCUMENTATION NEEDED TO PROVE THE VIOLATION

- CITY CARRIER FLOW CHART OF ALL OFFICE DUTIES
- WORKHOUR WORKLOAD REPORTS FOR BEFORE AND AFTER MANAGEMENT STARTED THE NEW POLICY(ABOUT 2 MONTHS BEFORE AND UP TO THE DATE OF THE REQUEST). THIS WILL HELP TO PROVE THAT THE PROJECTED TIMES HAVE NOT CHANGED IN DOIS BECAUSE MANAGEMENT CHANGED THEIR POLICY AND THAT MANAGEMENT IS GOING AGAINST THEIR OWN REPORTS
- ANY INFORMATION REQUESTS, MEETING REQUESTS, EMAILS, ETC. YOU HAVE
- IF YOU ARE STATING THAT THERE IS A VIOLATION OF THE JSOV, MAKE SURE THAT BOTH DOCUMENTS, M01242 AND M-01243, ARE BOTH INCLUDED IN YOUR FILE AND AS MANY STATEMENTS AS YOU CAN GET FROM THE CARRIERS IN THE OFFICE STATING THAT THE NEW RULE HAS CAUSED STRESS AND HARASSMENT AND HOW

Management's response to Grievance 22-681

This is a frivolous grievance that has no merit. The union does not have any contractual history on this or argument that warrants a cease and desist. Article 3, management has the right to manage and ELM 665.15 obey the instructions of your supervisors. Management wants to get carriers out of the office within 60 minutes so they can be more productive, we can save overtime and get the carriers off the road. In the document they enclose where we typed up some instructions on being productive, no where does it say carriers have to leave within 60 minutes NO EXCEPTIONS. Again this is a list of ways to be more productive. The union argues it's a violation of carriers office duties, but they are not specific as to what is violated. Again this grievance absolutely has no merit, they do not show what we violated and they make up the wording NO EXCEPTIONS.

Sincerely,
Robert Smith

Manager New Dorp PO

MANAGEMENT'S RESPONSE

- JUST BECAUSE MANAGEMENT FEELS THAT THIS IS A FRIVOLOUS GRIEVANCE IS NO CONCERN TO US. DO NOT BE DISSUADED IN YOUR STANCE
- ARTICLE 3 WITH THE ELM 665.15 IS A CATCH-ALL FOR MANAGEMENT
- IF MANAGEMENT STATES THAT THEY ARE DOING THIS BECAUSE IT MAKES US MORE PRODUCTIVE AND CAN SAVE TIME, WE NEED TO ASK THEM FOR THE STUDY OR PILOT PROGRAM THAT THEY GAINED THIS INFORMATION FROM
- IF MANAGEMENT EVER SAYS THAT WE ARE NOT SPECIFIC, FIRST MAKE THEM PROVE IT, BUT SECOND MAKE SURE WE ARE

NEW INSTRUCTIONS

- WHENEVER MANAGEMENT HANDS OUT NEW CARRIER INSTRUCTIONS THEY SHOULD ALSO BE CITING THE HANDBOOKS AND MANUALS THAT THEY ARE GETTING THEM FROM
- M-41 HANDBOOK SECTION 2 IS WHERE CARRIERS WILL FIND THEIR OFFICE TIME PREPARATION RESPONSIBILITIES



MORNING INSTRUCTIONS FOR CARRIERS

- 1) Begin tour at case
- 2) Sweep all mail
- 3) When they call you to reg get keys and check vehicles
- 4) Case flats first cradling them in your left arm
- 5) Letters are second
- 6) Tear down when supervisors instruct you that there is no more mail (you do not wait for a final on smalls)
- 7) No walking off unless you need to use the bathroom or you are sweeping mail
- 8) DPS does NOT go to your case, they go right to your vehicle.
- 9) Third bundles are third bundles do not case them
- 10) Make sure you are on the street time (loading) in 60 minutes
- 11) Make sure you are in proper uniform from the minute you begin your tour to the minute you end your tour.

6-1

STEP B DECISION-LETS BREAK IT DOWN

Long Island – Westchester District
Dispute Resolution Team

STEP B DECISION

Step B Team: Long Island - Westchester Sean Kileen James Sheridan	Decision: USPS Number: Grievant: Branch Grievance Number: Branch: Installation: Delivery Unit: State: Incident Date: Date Informal Step A Initiate: Formal Step A Meeting Date: Date Received at Step B: Step B Decision Date: Issue Code: NALC Subject Code: Original Step B Received Date: Date Sent to Assisting Team:	RESOLVED 4819N-48-C 22460156 Class Action 22-981 99 Staten Island New Corp 10306 New York 08/29/2022 09/10/2022 09/27/2022 11/09/2022 11/16/2022 19.0000 100093 09/30/2022 11/08/2022
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ISSUE: Did Management violate Articles 5, and 19 of the National Agreement (NA) and Section 222 of Handbook M-39, by creating a blanket order telling carriers that they have to get out of the office within one hour? If so, what shall the remedy be?

DECISION: The Dispute Resolution Team (DRT) has RESOLVED this grievance. The grievance is deemed to have some merit. Upon the receipt of this decision Management will refrain from the practice of implementing locally developed policies that are not incorporated in Postal Handbooks and Manuals.

The DRT has determined that Management will allow carriers to perform their work methods that have been established through all Postal Handbooks and Manuals. Management will allow the carriers to sort and case their SPRs in compliance with Postal Handbooks. Management will refrain from requiring Letter Carriers to perform tasks within a required specific time on a daily basis regardless of the mail volume that the carriers have to sort and case.

Management will have a Service Talk alerting carriers to the retraction of the newly developed local policy.

The DRT has determined that the case file as presented fails to document exactly how Management has created a Hostile Work Environment at this Station.

EXPLANATION: The DRT asserts this instant grievance is a contractual case and it is therefore incumbent upon the Union to supply the evidence that meets the burden of proof in order to sustain the grievance. Documentary evidence contained in a case file determines the outcome of a grievance.

UNION CONTENTIONS: The Union contends that Management passed out a notice instructing carriers to be out of the office in an hour. The Union contends this is a violation of office standards. The Union contends that Management has given a blanket order. The Union contends that not all routes are designed equally. The Union contends the policy puts undue stress on the carriers at this Station. The Union contends that Management is creating a Hostile Work Environment. The Union contends that Management's policy dismisses all fixed office times and does not take into consideration the other duties a carrier performs every day. The Union contends that Management is attempting to instruct carriers into leaving times that are inaccurate.

Requested Remedy: The Union requests that Management Cease and Desist from violating the cited contract violations. The Union requests Management withdraw the blanket instruction of letter carriers that they must have to be out within one hour.

MANAGEMENT CONTENTIONS: Management contends that this grievance is frivolous and that it has no merit. Management contends Article 3 gives them the right to manage and that the Employee and Labor Relations Manual (ELM) Section 6655.15 states that employees are to "obey the instructions of your supervisors." Management states they are trying to save overtime and get carriers off the road. Management contends that the typed up instructions do not say "no exceptions". Management contends the list is suggestions to be more productive. Management contends that the Union did not say what was violated.

The DRT has reviewed all documentation and contentions provided within the case file prior to achieving a resolution to this grievance.

The DRT notes that Management contends that the policy does not say that there are "no exceptions" to the newly instituted work method instructions.

However, the DRT notes the case file demonstrates the carriers at the New Corp Station have been given instructions to "make sure you are on the street time (loading) in 60 minutes" and that is in violation Postal Handbooks and Manuals.

The DRT notes in the provided policy notice, Management has arbitrarily assigned specific times to the Carriers Work Performance. The DRT cites the relevant language from MOU M-1769:

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

The DRT further notes the policy changes how a Letter Carrier handles the casing "SPRS." The DRT agrees carriers should not be pulling down their routes before receiving their final "smalls" as the policy instructs. That is work that is office time and should be cased or trayed according to the M-39.

The DRT asserts that Management's opinion on a Handbook Provision is not a reason to fail to comply with it. Management is required to follow all Handbooks and Manuals.

The DRT provides the relevant language found in the M-39 Section 121:

121.16 Flats and SPRs
When casing flats and small parcels and rolls (SPRs), the carrier stands directly in front of the flat case holding approximately 50 pieces (6 inches) in the left arm while distributing with the right hand. The carrier will not pick up pieces individually from the case ledge. Only the essentials in the street lines of the address are read. The addressee's name is read only when the street address triggers a recall of a change of address, special instructions, etc.

121.17 Pulling Down Flats
After all flats and SPRs have been cased, the carrier will pull, sequence, and strap out the contents of one flat separation at a time. The carrier sequences flat mail by pulling down the contents of a separation and placing them to one side of the case ledge. Next, the top flat is placed in the middle of the ledge and the remaining flats are arranged in sequence on both sides of the first flat in the shape of a fan. Cased small parcels and rolls are fitted into the bundle after sequencing is completed. Then the fan is closed into a stack. (The sequenced bundle of flats is not to be placed back into the flat separation, except when operating under the Expedited Preferential Mail (EPM) System or collating as required under 121.18 below.) The bundle is strapped and/or trayed. When necessary, it is also identified to indicate the loop or relay.

The DRT cites JCAM Pages 19-1 and 19-2:

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.

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."

The DRT has determined that the methods typed up in the instruction sheet (Item Numbers 8 and 10) are not consistent with Postal Procedure.

The DRT has RESOLVED this grievance.

 James Sheridan USPS Step B Representative	 Sean Kileen NALC Step B Representative
Step A Parties District Labor Relations	National Business Agent Area Labor Relations

Grievance File Contents:
PS Form 8190 (1 Page)
Union's Addition/Corrections (1 Page)
Management Contentions (1 Page)
PS Form 8190 (2 Pages)
Union Contentions (1 Page)
Policy Instructions (1 Page)
Workhour Workload Report (109 Pages)
Scheduling Emails (4 Pages)

Long Island – Westchester District
Dispute Resolution Team



STEP B DECISION

Step B Team:	Decision:	RESOLVED
Long Island – Westchester	USPS Number:	4819N-4B-C 22460156
	Grievant:	Class Action
Sean Killeen	Branch Grievance Number:	22-681
James Sheridan	Branch:	99
	Installation:	Staten Island
	Delivery Unit:	New Dorp 10306
District Grieving:	State:	New York
	Incident Date:	08/29/2022
Triboro	Date Informal Step A Initiate:	09/10/2022
	Formal Step A Meeting Date:	09/27/2022
	Date Received at Step B:	11/09/2022
	Step B Decision Date:	11/16/2022
	Issue Code:	19.0000,
	NALC Subject Code:	100093
	Original Step B Received Date:	09/30/2022
	Date Sent to Assisting Team:	11/08/2022

ISSUE: Did Management violate Articles 5, and 19 of the National Agreement (NA) and Section 222 of Handbook M-39, by creating a blanket order telling carries that they have to get out of the office within one hour? If so, what shall the remedy be?

DECISION: The Dispute Resolution Team (DRT) has **RESOLVED** this grievance. The grievance is deemed to have *some* merit. Upon the receipt of this decision Management will refrain from the practice of implementing locally developed policies that are not incorporated in Postal Handbooks and Manuals.

The DRT has determined that Management will allow carriers to perform their work methods that have been established through all Postal Handbooks and Manuals. Management will allow the carriers to sort and case their SPRs in compliance with Postal Handbooks. Management will refrain from requiring Letter Carriers to perform tasks within a required specific time on a daily basis regardless of the mail volume that the carriers have to sort and case.

Management will have a Service Talk alerting carriers to the retraction of the newly developed local policy.

The DRT has determined that the case file as presented fails to document exactly how Management has created a Hostile Work Environment at this Station.

EXPLANATION: The DRT asserts this instant grievance is a contractual case and it is therefore incumbent upon the Union to supply the evidence that meets the burden of proof in order to sustain the grievance. Documentary evidence contained in a case file determines the outcome of a grievance.

NEW ISSUE STATEMENT

ISSUE: Did Management violate Articles 5, and 19 of the National Agreement (NA) and Section 222 of Handbook M-39, by creating a blanket order telling carries that they have to get out of the office within one hour? If so, what shall the remedy be?

THE DECISION BY THE STEP-B TEAM

- ALWAYS LOOK AT THE THINGS THAT LED THE B-TEAM TO IT'S DECISION AND LEARN FROM IT
- COULD YOU HAVE DONE SOMETHING DIFFERENT, OR SOMETHING BETTER
- WHEN THEY STATE THAT YOU DID NOT PROVE ONE OF YOUR CONTENTIONS, LEARN WHY AND MAKE SURE THAT YOU TAKE HEED

DECISION: The Dispute Resolution Team (DRT) has RESOLVED this grievance. The grievance is deemed to have *some* merit. Upon the receipt of this decision Management will refrain from the practice of implementing locally developed policies that are not incorporated in Postal Handbooks and Manuals.

The DRT has determined that Management will allow carriers to perform their work methods that have been established through all Postal Handbooks and Manuals. Management will allow the carriers to sort and case their SPRs in compliance with Postal Handbooks. Management will refrain from requiring Letter Carriers to perform tasks within a required specific time on a daily basis regardless of the mail volume that the carriers have to sort and case.

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The DRT has determined that the case file as presented fails to document exactly how Management has created a Hostile Work Environment at this Station.

COULD-A, SHOULD-A

EXPLANATION: The DRT asserts this instant grievance is a contractual case and it is therefore incumbent upon the Union to supply the evidence that meets the burden of proof in order to sustain the grievance. Documentary evidence contained in a case file determines the outcome of a grievance.

- COULD WE HAVE STATED THAT SINCE MANAGEMENT WAS SAYING THAT ALL CARRIERS HAD TO BE OUT OF THE OFFICE IN 60 MINUTES, THEY WERE DOING IT TO MAKE THE NUMBERS, AS IS STATED IN THE JSOV?
- SHOULD WE HAVE GOTTEN CARRIERS TO WRITE DETAILED STATEMENTS OF EXACTLY HOW AND WHY THEY FEEL HARASSED OR STRESSED?
- THIS IS WHY YOU HAVE TO ANTICIPATE WHAT MANAGEMENT WILL ARGUE BACK, WHAT THE B-TEAM NEEDS TO MAKE THIS A SLAM DUNK CASE WITH EVERY ANGLE COVERED

UNION CONTENTIONS: The Union contends that Management passed out a notice instructing carriers to be out of the office in an hour. The Union contends this is a violation of office standards. The Union contends that Management has given a blanket order. The Union contends that not all routes are designed equally. The Union contends the policy puts undue stress on the carriers at this Station. The Union contends that Management is creating a Hostile Work Environment. The Union contends that Managements policy dismisses all fixed office times and does not take into consideration the other duties a carrier performs every day. The Union contends that Management is attempting to instruct carriers into leaving times that are inaccurate.

STEP B-TEAM UNION CONTENTIONS



POSTAL MATH STILL DOESN'T ADD UP

- CITY CARRIER OFFICES TIMES ARE CALCULATED BY MAIL VOLUME, LETTERS, FLATS AND SPRS, PULLDOWN TIME AND FIXED OFFICE TIME
- CARRIER VOLUME CASING TIME IS 8 FLATS PER MINUTE OR 18 LETTERS PER MINUTE
- IF A CARRIER HAS 1FT OF LETTERS AND 3FT OF FLATS, SPRS ARE COUNTED AS FLATS, THAT IS 1 HOUR OF CASING TIME
- PLUS, THE 33, OR 43 MINUTES, FOR FIXED OFFICE TIME EQUALS 1 HOUR AND 33, OR 43, MINUTES
- HOW IS IT POSSIBLE WITH 33 MINUTES OF FIXED OFFICE TIME, 43 IF THE OFFICE HAS A MORNING BREAK, TO GET OUT OF THE OFFICE IN 60 MINUTES?

MANAGEMENT'S CONTENTIONS

MANAGEMENT CONTENTIONS: Management contends that this grievance is frivolous and that it has no merit. Management contends Article 3 gives them the right to manage and that the Employee and Labor Relations Manual (ELM) Section 6655.15 states that employees are to "obey the instructions of your supervisors." Management states they are trying to save overtime and get carriers off the road. Management contends that the typed up instructions do not say "no exceptions". Management contends the list is suggestions to be more productive. Management contends that the Union did not say what was violated.

STEP B-TEAM NOTES:

The DRT has reviewed all documentation and contentions provided within the case file prior to achieving a resolution to this grievance.

The DRT notes that Management contends that the policy does not say that there are "no exceptions" to the newly instituted work method instructions.

However, the DRT notes the case file demonstrates the carriers at the New Dorp Station have been given instructions to "make sure you are on the street time (loading) in 60 minutes" and that is in violation Postal Handbooks and Manuals.

The DRT notes in the provided policy notice, Management has arbitrarily assigned specific times to the Carriers Work Performance. The DRT cites the relevant language from MOU M-1769:

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

The DRT further notes the policy changes how a Letter Carrier handles the casing "SPRS." The DRT agrees carriers should not be pulling down their routes before receiving their final "smalls" as the policy instructs. That is work that is office time and should be cased or trayed according to the M-39.

The DRT asserts that Management's opinion on a Handbook Provision is not a reason to fail to comply with it. Management is required to follow all Handbooks and Manuals.

IF THIS IS HAPPENING IN YOUR OFFICE

- SHOP STEWARDS SHOULD BE COPYING AND PASTING ALL OF THE LANGUAGE IN THIS GRIEVANCE AND THE STEP B-TEAM LANGUAGE
- ADD ALL OF THE CONTRACTUAL LANGUAGE INCLUDED IN THIS GRIEVANCE
- ALSO IN YOUR CASE FILE SHOULD BE THE CLOCK RINGS AND ALL OF THE OTHER DOCUMENTS WE MENTIONED
- WHAT HAPPENS WHEN THIS IS IN YOUR OFFICE AND YOU DID NOT GRIEVE IT RIGHT AWAY? WHAT CAN YOU DO?

INCLUDE C-13671 FROM ARBITRATOR MITTENTHAL

- THE LANGUAGE IN THIS ARBITRATION IS GOING TO HELP YOU IF MANAGEMENT MAKES THE ARGUMENT THAT THEY IMPLEMENTED THE POLICY WEEKS, MONTHS, AGO, AND THE STEWARD, WHO KNEW ABOUT IT, NEVER FILED A GRIEVANCE AND NOW IT IS PAST THE 14-DAYS
- THE POSTAL SERVICE URGES, AT THE OUTSET, THAT THESE GRIEVANCES WERE UNTIMELY FILED .. IT STRESSES THAT A SPECIAL IN WHICH FLSA OVERTIME FOR TCOLA RECIPIENTS WAS TO BE CALCULATED AND NOTING THE FINAL STEP IN THIS CALCULATION WAS TO MULTIPLY THE "REGULAR RATE" BY A FACTOR OF ".50 (50% OVERTIME PREMIUM RATE) ..." IT INSISTS THAT NALC WAS THUS PLACED ON NOTICE AS TO MANAGEMENT 'S INTENDED USE OF A FACTOR OF .5 RATHER THAN 1.5 AND THAT NO GRIEVANCE WAS SUBMITTED PROTESTING THIS CALCULATION UNTIL SEPTEMBER 1981 . IT POINTS TO THE TERMS OF ARTICLE 15, SECTION 2, STEP 1(A) OF THE NATIONAL AGREEMENT WHICH REQUIRE A GRIEVANCE TO BE INITIATED "WITHIN FOURTEEN (14) DAYS OF THE DATE ON WHICH THE EMPLOYEE OR THE UNION FIRST LEARNED OR MAY BE REASONABLY HAVE BEEN EXPECTED TO HAVE LEARNED OF ITS CAUSE ..."

C-13671 FROM ARBITRATOR MITTENTHAL CONTINUED

- IT ALLEGES THAT BECAUSE MORE THAN FOUR YEARS PASSED BETWEEN THE ANNOUNCEMENT IN THE SPECIAL POSTAL BULLETIN AND THE SUBMISSION OF THE INSTANT GRIEVANCES , THE ARBITRATOR SHOULD DISMISS THE COMPLAINT IN THIS CASE AS BEING UNTIMELY .
- THIS ARGUMENT IS NOT PERSUASIVE . ASSUME FOR THE MOMENT, CONSISTENT WITH THE FEDERAL COURT RULINGS, THAT THE POSTAL SERVICE INCORRECTLY CALCULATED FLSA OVERTIME FOR TCOLA RECIPIENTS UNDER THE ELM . EACH SUCH ERROR WOULD HAVE BEEN A SEPARATE AND DISTINCT VIOLATION . WE ARE NOT DEALING HERE WITH A SINGLE, ISOLATED OCCURRENCE . MANAGEMENT WAS INVOLVED IN A CONTINUING VIOLATION OF THE ELM . THE AFFECTED EMPLOYEES (OR NALC) COULD PROPERLY HAVE GRIEVED THE VIOLATION ON ANY DAY THE MISCALCULATION TOOK PLACE, AND SUCH GRIEVANCE WOULD BE TIMELY PROVIDED IT WAS SUBMITTED WITHIN THE FOURTEEN-DAY TIME LIMIT SET FORTH IN ARTICLE 15 . THIS IS PRECISELY THE KIND OF CASE WHERE A "CONTINUING VIOLATION" THEORY SEEMS APPLICABLE . TO RULE OTHERWISE WOULD ALLOW AN IMPROPER PAY PRACTICE TO BE FROZEN FOREVER INTO THE ELM BY THE MERE FAILURE OF SOME EMPLOYEE INITIALLY TO CHALLENGE THAT PRACTICE WITHIN THE RELEVANT FOURTEEN-DAY PERIOD .

MAKE THE CONTENTION

- IF LOCAL MANAGEMENT IS CONTENDING THAT IT HAS BEEN LONGER THAN THE 14 DAYS SET FORTH IN ARTICLE 15, AND THE STEWARD DID NOT FILE A GRIEVANCE, PUT THE ARBITRATION LANGUAGE INTO YOUR CASE.
- MAKE THE CONTENTION THAT MANAGEMENT CAN NOT CONTINUE TO VIOLATE THE CONTRACT EVERY DAY AND THE UNION HAS NO RECOURSE JUST BECAUSE THEY DID NOT FILE THE GRIEVANCE WITHIN THE 14 DAY PERIOD SET FORTH IN ARTICLE 15