UNITED STATES
POSTAL SERVICE

March 27, 2023

ALL EMPLOYEES

Subject: Certified Mail® Acceptance for Retail, Collection, and Plant Processing®

Domestic Certified Mail® Service is a premium First-Class Mail® product. A fee based special service provides the sender with proof of acceptance with a mailing receipt and verification that an article was delivered or that a delivery attempt was made. For additional fee, signature from the recipient can be provided either electronically or via a return receipt post card.

In Fiscal year 2022, Certified Mail generated $653M from 170M pieces. Currently, service performance for the premium Certified Mail® product is lower than regular First-Class Mail® pieces.
Recent analysis indicates that special handling of Certified Mail® is the main driver for its poor scanning and delivery performance.

Effective immediately, Certified Mail® must be accepted, processed, scanned, and delivered as outlined below:

- Certified Mail® must be dispatched and handled in transit as First-Class Mail®. Refer to PUB 210 Section 23, located on the USPS Blue Page at: http//blue.usps.gov/cpim/ftp/pubs/pub210.pdf
- Certified Mail® accepted at the retail counter and retrieved from collection boxes must NOT be held out or separated from other letter or flat size First-Class Mail® pieces.
- Metered/Commercial Certified Mail® pieces that are presented at the post office containerized in trays are to remain in the trays. This will ensure the flow to the appropriate automated outgoing primary processing operation at the processing and distribution center.
- Certified Mail® received at mail processing facilities must NOT be separated from other letter or flat shaped First-Class Mail® pieces.
- Certified Mail must be processed on the same automated operations (including Delivery Point Sequence second pass) as First-Class Mail® with the appropriate visibility systems active on the mail processing equipment. Certified Mail will no longer utilize a special hold out on automation sort programs.
- Certified Mail (letters and flats) destined for caller/reserve boxes at delivery units and plants must be separated from Delivery Point Sequence (DPS) and sorted to a separate letter tray or flat tub where the Caller Box zip code does not contain any delivery routes.

Mike L. Barber
VP, Processing and
Maintenance Operations

E-SIGNED by ANGELA.H CURTIS
on 2023-03-28 13:13:19 CDT

Angela Curtis
VP, Delivery Operations

E-SIGNED by Elvin Mercado
on 2023-03-27 15:59:38 CDT

Elvin Mercado
VP Retail and Post
Office Operations

UNITED STATES POSTAL SERVICE

STEP B TEAM:	Decision:	**IMPASSED**
	USPS Number:	
	Grievant:	Class Action
	Branch Grievance #:	
	Branch:	
	Installation:	
	Delivery Unit:	
	State:	
District Grieving:	Incident Date:	04/13/2023
	Informal Step A Initiated:	04/28/2023
	Formal Step A Meeting Date:	Failed To Meet
	Date Received at Step B:	05/08/2023
	Step B Decision Date:	05/17/2023
	Issue Code:	19.2000, 95.4440
	NALC Code:	400114, 100929

ISSUE:

1. Did Management violate Article 5 of the National Agreement, Postal Operations Manual Section 137, Domestic Mail Manual Section 508, and/or Sections 122, 131, and 262 of Handbook M-41 when they announced they would be running all future Certified Letters in the DPS on 04-13-2023? If so, what is the appropriate remedy?

2. Did Management at the Installation violate Article 15 of the National Agreement by failing to meet at Formal Step A? If so, what is the appropriate remedy?

DECISION:

The Dispute Resolution Team (DRT) has decided to declare an **IMPASSE**. The Step B team has considered all arguments and evidence in the case file and any of this material may be cited in the event of arbitration. The NALC National Business Agent may appeal this grievance to arbitration within fourteen (14) days after the receipt of this decision.

UNION'S POSITION:

The Union Formal A Representative effectively presented the Facts and Contentions. All of the arguments raised by the Union at the Informal and Formal Step A meetings are brought forward to Step B and Arbitration. The Step B Representative would like to add the following:

Management at the Formal Step A Level defiantly refused to bargain in good faith when he instructed Supervisor to inform NALC Formal A Representative he would not meet with the Union at the Formal Step A Level and therefore there are no contentions or documentation to support their position in this grievance. Management at the Formal Step A Level informed Steward that this grievance was "stupid" and intentionally refused to participate in the meeting. Therefore, the Union contends Management waived their right to challenge or rebut the documentation/statements submitted by Steward at further levels of the grievance procedure.

Article 15.2.C of the National Agreement reads in relevant part as follows:

> If no resolution is reached as a result of such discussion, the Union shall be entitled to file a written appeal to Formal Step A of the grievance procedure within seven (7) days of the date of the discussion. Such appeal shall be made by completing the Informal Step A portion of the Joint Step A Grievance Form. At the request of the Union, the supervisor shall print his/her name on the Joint Step A Grievance Form and initial, confirming the date of the discussion.

Page 15-3 of the Joint Contract Administration Manual (JCAM) reads in part as follows:

> The steward appeals a grievance to Formal Step A by filling out the Informal Step A portion of the NALC-USPS Joint Step A Grievance Form (PS Form 8190) and sending it to the installation head or designee.

NALC Formal Step A Representative submitted a statement signed and dated May 5, 2023 by him and Supervisor . It reads in part as follows:

> On 5-2-2023 I turned in a Request for Steward Time to Supervisor . The request was to be scheduled no later than 5-5-2023. I told Supervisor that I could meet at Formal A on any of those days prior to 5-5-23. I stated that I could come in on my day off 5-4-23 if needed but we had to meet at Formal A no later than 5-5-23.
>
> After her call she told me that he ( ) would not meet today. I told her I still need the Union time and would be sending the grievance to Step B without meeting with Postmaster . She told me to go ahead and send it. "It's stupid anyway, we didn't do it, that it came from upper Management (meaning the new Certified in DPS policy).

Letter Carrier submitted a statement which reads in part as follows:

> On 5-5-23, I witnessed Supervisor tell Formal A Representative that Management would not give time to write his grievance and that Management for Formal A would not meet with him... Management (Supervisor) told his grievance was "stupid" anyway and local Management had nothing to do with this.

The above contractual provisions contained in the National Agreement and JCAM reveal the official written appeal to the Formal Step A Level is made when the parties complete the Informal A portion of PS Form 8190. The statement submitted by the Union as documentation is signed by and and confirms Management was aware of the Formal Step A Appeal and their requirement to meet at that level within the contractual time limits.

Management in the Installation failed to bargain with the Union in good faith when they refused to meet with NALC Formal A Representative and informed him this grievance "is stupid, anyway." The filing of this grievance by the Union was done to **enforce the "postal handbook and manual provisions directly relating to wages, hours, or working conditions"** which is not "stupid" as stated by Management in the Installation but is applicable in this issue due to the impact it has directly related to the route inspection process the carriers are entitled to.

Article 15.1 of the National Agreement reads in relevant part as follows:

> Section 1. Definition A grievance is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours, and conditions of employment. A grievance shall include, but is not limited to, the complaint of an employee or of the Union which involves the interpretation, application of, or compliance with the provisions of this Agreement or any local Memorandum of Understanding not in conflict with this Agreement.

Page 15-1 of the Joint Contract Administrative Manual (JCAM) reads in part as follows:

> This means that most work-related disputes may be pursued through the grievance/arbitration procedure. The language recognizes that most grievances will involve the National Agreement or a Local Memorandum of Understanding. Other types of disputes that may be handled within the grievance procedure may include:
>
> • Alleged violations of postal handbooks or manuals (Article 19);

Article 5 of the National Agreement reads in relevant part as follows:

> **Prohibition on Unilateral Changes. Article 5 prohibits management from taking any unilateral action inconsistent with the terms of the existing agreement or with its obligations under law. Section 8(d) of the National Labor Relations Act prohibits an employer from making unilateral changes in wages, *hours, or working conditions during the term of a collective bargaining agreement*.** In H1N-5G-C 14964, March 11, 1987 (C-06858) National Arbitrator Bernstein wrote concerning Article 5: ***The only purpose the Article can serve is to incorporate all the Service's "obligations under law" into the Agreement, so as to give the Service's legal obligations the additional status of contractual obligations as well. This incorporation has significance primarily in terms of enforcement mechanism—it enables the signatory unions to utilize the contractual vehicle of arbitration to enforce all of the Service's legal obligations***... **Additionally, certain management decisions concerning the operation of the business are specifically reserved in Article 3 *unless otherwise restricted by a specific contractual provision*.** (Emphasis added)

The parties agree to the following on Page 3-1 of the 2014 JCAM:

> While postal management has the right to "manage" the Postal Service, **it MUST act in accordance with applicable laws, regulations, contract provisions, arbitration awards, letters of agreement, and memoranda.** Consequently, many of the management rights enumerated in Article 3 are limited by negotiated contract provisions. (Emphasis added)

National Arbitrator Mittenthal's decision dated January 29, 1986, in Case #H1C-NA-C 59 reads in relevant part as follows:

> Article 3 rights are not absolute. They are subject to the provisions of the National Agreement.

Article 3 not only gives Management the right to manage within these clearly defined parameters but regards it as Management's legal obligation and responsibility to do so. These general rights may not abrogate the specific language contained in Articles 5 and 19 of the National Agreement.

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. (Emphasis added)
>
> 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.

Pages 19-1 through 19-2 of the JCAM 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.** 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. (Emphasis added)

The grievance file contains the following the following Letter of Policy signed by Mike L. Barber VP, Processing and Maintenance Operations, Angela Curtis VP, Delivery Operations, and Elvin Mercado VP, Retail and Post Office Operations, dated March 27, 2023. It reads in part as follows:

> ALL EMPLOYEES
> Subject: Certified Mail Acceptance for Retail, Collection, and Plant Processing
>
> Effective immediately, Certified Mail must be accepted, processed, scanned, and delivered as outlined below:
> Certified Mail must be dispatched and handled in transit as First-Class Mail.
> Certified Mail accepted at the retail counter and retrieved from collection boxes must NOT be held out or separated from other letter or flat size First-Class mail pieces.
> Metered/Commercial Certified Mail pieces that are presented at the Post Office in trays are to remain in the trays. This will ensure the flow to the appropriate automated outgoing primary processing operation at the processing and distribution center.
> Certified Mail received at mail, processing facilities must NOT be separated from other letter or flat shaped First-Class Mail pieces.
> Certified Mail must be processed on the same automated operations (including Delivery Point Sequence second pass) as First-Class Mail with the appropriate visibility systems active on the mail processing equipment. Certified Mail will no longer utilize a special hold out on automation sort programs.

Memorandum of Understanding between the United States Postal Service and the National Association of Letter Carriers, AFL-CIO Re: Article 19, reads in relevant part as follows:

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

4. At the request of the Union, the parties will meet to discuss the change(s). If the Union requests a meeting on the change(s), the Union will provide the Postal Service with notice identifying the specific change(s) the Union wants to discuss.
5. Within sixty (60) days of the Union's receipt of the notice of proposed change(s), the Union will notify the Postal Service in writing of any change(s) it believes is directly related to wages, hours, or working conditions and not fair, reasonable or equitable and/or in conflict with the National Agreement. The Union may request a meeting on the change(s) at issue.
6. The Postal Service will provide the Union with a written response addressing each issue raised by the Union, pursuant to paragraph 5, within thirty (30) days of receipt, provided the Union identifies the issue(s) within sixty (60) days of the Union's receipt of the notice of proposed change(s).
7. If the Union, after receipt of the Postal Service's written response, believes the proposed change(s) violates the National Agreement, it may submit the issue to arbitration within sixty (60) days of receipt of the notice of proposed change or thirty (30) days after the Union receives the Postal Service's written response, whichever is later. If the Postal Service fails to provide a response to the Union pursuant to paragraph 6, the Union may submit the issue(s) to arbitration provided it does so within thirty (30) days after the Postal Service's response was due. The Union's appeal shall specify the change(s) it believes is not fair, reasonable or equitable and/or in conflict with the National Agreement, and shall state the basis for the appeal.

There is no documentation submitted in the file to show Management at the National Level notified the Union of any proposed changes to the Handbooks and Manuals cited by the Union in this grievance in accordance with the above referenced Memorandum of Understanding. The Union is now charged with the task of representing the Letter Carriers in the Post Office by exercising their right to file a grievance as stated in Article 19 of the National Agreement regarding this Postal Policy Notification.

The documentation contained in the case file shows Management unilaterally implemented and is enforcing a policy which prohibits Certified Mail from being distributed to City Letter Carriers through the accountable clerks in the manner outlined in Handbooks M-39 and M-41. It also prohibits Letter Carriers from obtaining Certified Mail in a manner where PS Form 3849 can be prepared in the office as required in Handbook M-41. Line Item 14 of PS Form 1838 provides a specific minimum allowance of time (as well as any required actual time) for obtaining and preparing Certified Mail and therefore this non-contractual change in working conditions affects the Route Evaluation process which must be conducted in accordance with Article 41 of the National Agreement as well as Handbooks M-39 and M-41.

Section 137.441 of the Postal Operations Manual (POM) reads in relevant part below:

> General Special services are available that provide proof of mailing, proof of delivery, or indemnification for loss or damage. These services include ***Certified Mail,*** Registered Mail, Collect on Delivery (COD), Insured Mail, Return Receipt, and Merchandise Return Service. Because records are kept concerning each item of mail receiving these special services, such mail is called accountable mail.

Section 619.252 of the Postal Operations Manual (POM) reads in part as follows:

> 619.252 Parcels and Accountable Mail
> Store mail in appropriate storage bins or shelves as follows in the designated areas by category (areas may be combined): a. ***Certified Mail: in the designated area*** *with separations for letters and flats*.

The above referenced contractual provision requires Management to ensure Certified Mail is in a specific designated area prior to the distribution of this accountable mail item to Letter Carriers. When this mail is routed through the Delivery Point Sequence Process (DPS), it bypasses this critical obligation and responsibility required by the POM.

Section 111 of the Handbook M-39 reads in relevant part as follows:

> 111.2 **Daily Operations**
>
> The delivery service manager must ***on a daily basis:***
>
> d. Evaluate daily service rendered by the employees. *Observe carriers* ***to assure their performance of duties as outlined in Handbook M-41,*** City Delivery Carriers Duties and Responsibilities.
>
> *h. Assure that accountable items are properly handled, so as to facilitate delivery of the items*, and that carriers are cleared in a timely manner upon return to the office.

Management is obligated to ensure City Letter carriers are performing their duties as outlined in Handbook M-41. The Policy Letter included in this grievance is clearly not in compliance with the applicable handbooks and manuals because the evidence shows the accountable items entrusted to the Letter Carriers are not being properly handled by the accountable clerks and distributed to the Letter Carrier as outlined in the specific instructions they are required to follow. The following contractual provisions outline the directives and operational procedures which are mandated and therefore must be enforced by Management regarding accountable items, specifically Certified Mail, to remain in compliance with all the applicable handbooks and manuals governing these duties.

Section 117 of the Handbook M-39 reads in part as follows:

> 117.1 **Workroom Floor Layout**
>
> The workroom floor must be arranged to minimize walking and to facilitate an orderly flow of mail and equipment. Attention must also be given to selection and layout of authorized equipment that will be used by carriers at a detached unit (e.g., a carrier-staffed mailroom in a large office building) as follows:
>
> h. **Accountable Mail Cage**. ***Locate where it will be near the carriers while permitting the clerk to do other work when not serving carriers. Do not require the carriers to make more than one stop for available 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.

Section 261 of Handbook M-41 reads in relevant part as follows:

> 261 Accountability Procedures 261.1 Acquiring Accountable Items 261.11 Accountable items are keys, postage due, customs duty, and special services mail. 261.12 **Generally, carriers are required to call at the finance cage for accountable items. They may be called in groups by call of route numbers or by passing a paddle (see "Paddle System" in the Glossary). At some offices, the items are delivered to the carrier at his/her case.**

Section 122 of the Handbook M-41 reads in part as follows:

> 122.2 **Special Services**
>
> 122.22 Deliver and obtain date, time of event, and signature receipts for registered, ***certified***, Priority Mail Express, insured, and other special services mail. Use scanning device where appropriate. *122.221 Receipt for such matter, except insured and Delivery Confirmation™ mail, at the Post Office* ***before beginning route.***

Section 242.5 of Handbook M-41 Accountable and Signature Mail, reads in relevant part below:

> 242.51 **Return to the accountable clerk** and explain why it is undeliverable. **Under no circumstances should this type of mail be obtained from or returned to the accountable clerk without establishing proper accountability.**

The above contractual provisions are the clear and unambiguous language of the contract. There is an accountable cage on the workroom floor where Letter carriers are either required to make one stop to obtain accountable mail and keys before beginning the route or to obtain it from the clerk who is using a suitable conveyance to distribute the items to the Letter Carrier. Under no circumstances should these types of mail be obtained from the clerk without establishing proper accountability. The Postal Service is implementing and enforcing a non-contractual policy which circumvents the Service's obligations and responsibilities in Handbooks M-39 and M-41 and causes harm to the Letter Carriers by disallowing the office time they are contractually entitled to in the evaluation of their routes/assignments. Article 41 of the National Agreement and Handbooks M-39 and M-41 provide City Letter Carriers the right to a fair evaluation of their assignments in accordance with these contractual provisions and Management does not have the authority to unilaterally eliminate them without negotiating in good faith with the Union.

Handbook M-41 Section 261.24 Accountable Mail Matter Received for Delivery reads in relevant part below:

> (Exhibit 261.24) 261.241 Check name and address on each article to determine if it is for an addressee who has moved or who lives on another route. If addressee has moved, supply the new address. If for another route, return article to clerk.
> 261.242 Verify registered number appearing on article with entry on PS Form 3867.
> 261.243 Sign (surname and initial) PS Form 3867 opposite entries if correct. Multiple entries may be bracketed and a single signature entered. Individual responsibility is assumed by the carrier upon receipt.

Handbook M-41 Section 432, Registered and Certified reads in part as follows:

> 432.1 Give finance clerk all undeliverable articles, present the data collection device showing each item delivered, all PS Forms 3849 for items unable to be signed for on the device, and/or PS Form 3811 for each registered and certified delivery. The supervisor may print an electronically generated report showing all items signed for on the data collection device. 432.2 City Delivery Carriers Duties and Responsibilities 62 Handbook M-41 432.2 **Complete PS Form 3821 showing the number of receipts and undeliverable articles *returned to the clerk*.** Ensure that any accountable items found in the DPS mail are added to the total accountable pieces included on the form. If form is properly completed, clerk will sign and return it to you. This is your receipt, keep it for a 2-year period (see Exhibit 432.2).

Section 262 of the Handbook M-41 reads in part as follows:

> PS Form 3849 for Registered, Certified, Priority Mail Express, Insured, and Other Special Services Mail.
>
> Use PS Form 3849, Delivery Notice/Reminder/Receipt, for each accountable piece and numbered insured parcel or other special services item. (Minimum fee unnumbered insured parcels and Delivery Confirmation items are delivered the same as ordinary mail — no receipt is needed.) Usually prepare PS Form 3849 as you make delivery. **However, *enter the address in the Delivery section on the barcoded side of the form, for identification, in the office at the time articles are issued. 262.2 Place PS Form 3849 in proper separation case as a marker*.**

The above referenced contractual provisions contain documentation to show Letter Carriers are required to obtain Certified Mail from an accountable clerk prior to leaving the office to perform their street duties and are also tasked with identifying Certified Mail which is not deliverable as addressed and returning it to the accountable clerk prior while they are still in AM office time. Partially completed PS Form 3489 is also required to be placed in the carrier case as a marker to ensure the piece is delivered properly.

Section 22 of Handbook M-39, Conducting the Count of Mail reads in relevant part as follows:

221.12
Use of Forms 221.121 ***PS Forms 1838 and PS Form 1838-C must be used as appropriate***. (See Chapter 9 of Handbook M-41 for details on completion by carrier.

Exhibit 121.12 of Handbook M-41 Time Allowances for Carrier Office Work reads in relevant part as follows:

Time Allowances For Carrier Office Work Form 1838

14. Registered, **Certified**, COD, Express Mail, Customs and Postage-Due; Keys, Form 3868, *signing for*, returning funds or receipts, ***and for partial completion of Form 3849 (name or address for identification),*** Base minimum allowance is 6 minutes..... *

Note: ...For piece items, grant the next higher allowance in minutes for fractional units. Use actual times for Lines 14 through 19 and Lines 21 through 23 when those functions are performed. * Computing Standard Office Time Under Columns (e), (f), and (g) on Form 1838: If the actual time for each of Lines 14, 15, 19, and 21 is less than the base minimum and the carrier performs the function the base minimum must be entered for the Line Item in the appropriate column. If the actual time exceeds the base minimum, an adjustment to that time cannot be shown which is less than the base minimum.

Handbook M-41 Section 922.43 Accountable and Signature Mail reads in part as follows:

Line 3 ***Enter the total number of registered, certified, COD, customs, postage due, and Priority Mail Express under appropriate headings of column.*** Any accountable mail identified and delivered by the carrier while performing street duties should be listed upon return to the office.

Handbook M-41 Section 922.51 Actual Time Entries reads in part as follows:

Lines 14 through 23 correspond with those on PS Form 1838. Enter the line number for the function in the Explanation column, and in the Write-In Time column, ***show starting and ending time for office functions for lines 14 through 23 (except line 20). Compute elapsed time for each office function performed and record actual time in minutes***. If the time items recorded for lines 14 through 23 appear unrealistic - inflated or deflated - the items will be discussed with you. ***Be guided by the following in making entries: a. Line 14, Registered, Certified, COD, Customs, Priority Mail Express, and Postage-Due; Keys; PS Form 3868; Signing For, Returning Funds and Receipts. Record the combined time (1) to travel from the carrier case to the place within the work unit where registered, certified, postage-due, COD, and customs mail is obtained -*** **unless these articles are brought to you;** (2) ***to sign for these items and make returns of receipts or funds***; and (3) to return to the carrier case or (where local conditions warrant) to return to the vehicle from this location. If the locations where these various kinds of mail are processed are widely separated, total the time required at each location and record on line 14. Also include in the total on this line the time for obtaining and returning keys. If accountable mail is delivered at the carrier case, record the time used to accept and sign for the articles. If accountable mail is identified while performing street duties, whether it is delivered or returned, the carrier will receive the actual time for clearance of the piece.

Section 242.11 of the M-39 Handbook reads in relevant part as follows:

242.11 Importance of Route Adjustments
Route adjustments are a very important part of the city delivery service and the promptness and efficiency with which they are made depends directly on the use made of mail count records and route inspection reports. Careful analysis of the data developed will assist the delivery service manager in determining poorly laid out routes and areas for service improvement. In addition, the route adjustments play a prominent part in maintaining regularity of deliveries and in conserving workhours. If minor adjustments have been made throughout the year as needed, few adjustments will be required after each count and inspection period. (Emphasis added)

Section 911.2 of the M-41 Handbook reads as follows:

> 911.2 The count of mail is used to gather and evaluate data to adjust routes fairly and equitably to insure that the workload for each route will be as near as possible to an 8-hour workday for the carrier.

The grievance file contains an interview conducted with Supervisor of Delivery/Customer Service which reads in part as follows:

> Q: Did Management recently stop the longstanding practice of distributing Certified Mail by the accountable clerks and instead run it through the DPS?
> A: Yes, not local decision came from higher up.
> Q: Do you have anything you feel would be of use to this inquiry that you would like to add?
> A: **It makes it hard for both sides (Carriers and Management) to be to negotiate an accurate estimate of delivery time.**

Letter carrier submitted a statement which reads in part as follows:

> In the 19 years I have been a City Letter Carrier, Certified Letters have always been handled as an Accountable item and would have to be signed for by the Carrier in the morning from the Accountable Clerk and supposed to be cleared at the end of day with the Accountable Clerk notifying them of the status of the Certified Letters, either delivered or left notice...When questioned about the lack of accountability and the possibility of Carrier missing the Certified in the DPS he responded that those were valid points, but this is the new procedures and we were to adhere to it...

The above referenced contractual provisions require the carrier to sign for Certified Mail in the office and to ensure partial completion of PS Form 3849 is done in the office prior to beginning his/her street duties and to ensure the required time is entered on Line 14. In the event a piece of accountable mail is identified while performing street duties he/she will receive the actual time for clearance when they return, but it is obvious the provisions contained in handbooks M-39 and M-41 are specifically required to ensure the proper allocation of office time is afforded to the carrier prior to beginning their street duties and that any accountable mail identified on the street.

Supervisor conceded that this non-contractual policy makes it hard for both sides to negotiate an accurate estimate of delivery time at the local level and this is because the contractual provisions related to office time have been violated due to the Postal Policy which was implemented and is being enforced in . It is obvious by looking at all the AM Office time requirements in Handbook M-41 regarding Certified Mail that finding accountable mail on the street should be the exception, not the normal way of the carrier receiving it.

Management violated the National Agreement when they unilaterally made changes in the method Letter Carriers perform AM office duties which affected wages, hours, and working conditions during the term of this collective bargaining agreement and refused to meet at the Formal Step A Level to discuss this grievance at a lower level. The Union requests all remedies be awarded as asked for in this grievance.

MANAGEMENT'S POSITION:

Management effectively addressed this grievance at Formal A and those arguments are brought forward to Step B and Arbitration. Management adds the following at Step B in accordance with the instructions located on JCAM page 15-9 which allows for Step B impasses to "include a statement of any additional facts and contentions not included in the Formal Step A appeal":

The Union filed this grievance asking if Management violated the National Agreement and Postal Handbooks and Manuals, specifically POM Section 137, DMM Section 508, and Handbook M-41 Sections 122, 131, and 262, when they announced on April 13, 2023, Certified letters would be run in the DPS. The Union bears the burden of proof in this contractual grievance. Management will show the burden required has not been met in this case.

Article 15.2.c. of the National Agreement reads as follows:

> **15.2 Informal Step A (c)**
> (c) If no resolution is reached as a result of such discussion, the **Union shall be entitled to file a written appeal to Formal Step A of the grievance procedure** within seven (7) days of the date of the discussion. **Such appeal shall be made by completing the Informal Step A portion of the Joint Step A Grievance Form.** At the request of the Union, the supervisor shall print his/her name on the Joint Step A Grievance Form and initial, confirming the date of the discussion.

It appears the Union is deliberately misrepresenting the language contained in Article 15.2.Informal Step A (c) when stating "the parties" are responsible for completing the Informal A portion of PS Form 8190 as grievance appeals to Formal A are solely the responsibility of the Union. The language explains the Supervisor shall print his/her name on the form if requested.

JCAM page 15-3 contains the following:

> If the parties are unable to resolve the grievance during the Informal Step A meeting, **the union may file a written appeal to Formal Step A within 7 calendar days after the meeting...The steward appeals a grievance to Formal Step A by filling out the Informal Step A portion of the NALC-USPS Joint Step A Grievance Form (PS Form 8190) and sending it to the installation head or designee.** The grievance appeal to Formal Step A should include relevant documents that were shared and discussed at the Informal Step A meeting.

The Union submits the following contention:

> 1. NALC Steward properly appealed grievance number **[Mo41323 grievance #]** to Formal Step A within the prescribed time limits. This fact is documented by the **[PS Form 8190]** included in the case file.

Contrary to the "Facts" listed by the Union, there is nothing submitted to show a written appeal of this grievance was ever sent to the installation head as required by Article 15.2.a. as follows:

> **15.2 Formal Step A (a)**
> (a) The Joint Step A Grievance Form appealing a grievance to Formal Step A **shall be filed with the installation head or designee.** In any associate post office of twenty (20) or less employees, the Employer shall designate an official outside of the installation as the Formal Step A official, and shall so notify the Union Formal Step A representative.

The Union claims , Management's Formal Step A Representative, failed to meet with them at Formal Step A within the prescribed time limits, and they were forced to appeal this grievance to Step B without a Formal A meeting to keep the grievance timely. The file contains a statement submitted by Union Representative wherein he claims as follows:

> On 5-2-2023 I turned in a Request for Steward Time to Supervisor . The request was to be scheduled no later than 5-5-2023. I told Supervisor that I could meet at Formal A on any of the days prior to 5-5-23. I stated to him that I could come in on my day off 5-4-23 if needed, but we had to meet at Formal A no later than 5-5-23.

Mr. statement continues, and he explains that on the morning of May 5, 2023, he asked Supervisor when he could meet with Postmaster at Formal A. She told him she would "call him and find out". Supervisor alerted Mr. Postmaster would not meet with him on that day which is understandable as there is nothing to show Mr. had ever been alerted of or received a written Formal A appeal as contractually required.

Additionally, it cannot be determined why Union Representative submitted a request for time to meet with Postmaster to the Supervisor as Management is responsible for scheduling the Formal A meeting, within 7 days following receipt of the written appeal, in accordance with Article 15.2.c as follows:

> **15.2** (c) **Formal Step A (c)**
> The installation head or designee will meet with the steward or a Union representative as expeditiously as possible, but no later than seven (7) days **following <u>receipt</u> of the Joint Step A Grievance Form** unless the parties agree upon a later date.

JCAM page 15-4 contains the following:

> When appealing a grievance to Formal Step A, day one is the day following the receipt of the supervisor's oral decision. In appealing any grievance beyond Informal Step A, a union representative has until the last day to send the appeal. **<u>Thus, the appeal must be sent (if faxed or e-mailed), postmarked (if mailed), or received (if hand-delivered</u>**), on or before the seventh day following the Informal Step A decision (for example, on the tenth if the decision is received on the third). To avoid problems union representatives should not wait until the last day.

The instructions for PS Form 8190 on page 2 shows the Formal A parties are to enter their names, telephone numbers, signatures, and dates of the form completion as follows:

> 21–22 Formal Step A parties must enter names, telephone numbers, signatures, and date form is completed.

Management notes Union Representative did not sign or include any of the required information on the bottom of the form and also incorrectly checked the box to signify time requested to "Process Grievance at Informal Step A" on the May 2nd request.

There is nothing in the statement submitted by which shows Supervisor confirming Management's awareness of a Formal A appeal. The Union's failure to submit evidence of the contractually required written Formal A appeal renders this grievance procedurally defective and it would be improperly heard at Arbitration.

The Union alleges Management violated Article 5 claiming "they changed the method in which Certified Mail was distributed to City and Rural Carriers in both Offices." Article 17.2.E allows for the following:

> **17.2.E** A steward may be designated to represent more than one craft, or to act as a steward in a craft other than his/her own, whenever the Union or Unions involved so agree, and notify the Employer in writing. Any steward designations across craft lines must be in accordance with the formula set forth in Section 2.A above.

There is nothing in the file to show either of the Union Representatives involved in this case were certified across craft lines. Therefore, the only relevant craft in this grievance involves City Letter Carriers represented by the National Association of Letter Carriers. Additionally, it cannot be

determined how employees represented by the National Rural Letter Carrier Association would be impacted in any way as most Rural Carriers case their DPS mail and they would not notice the mail for the first time on the street. It appears RCA may have been confused when writing her statement as she claims, "Certified have never been in DPS as long as I have worked here" yet then states, "I, myself have backtracked several times because of them being in the DPS." Rural Carrier claims "Having an unknown number of Certifieds each day makes it impossible to know when I may complete my duties daily" while ignoring the fact that full-time regular rural carriers are paid by route evaluation rather than hourly as are city carriers.

The file contains a Memo dated March 27, 2023, addressed to all employees with the subject "Certified Mail Acceptance for Retail, Collection, and Plant Processing, published in October of 2022, refers to Section 23 of Publication 210, Domestic Extra Services Field Guidebook, which contains the following:

> **232.5 Distribution Operations**
> Certified Mail mailpieces must receive all of required delivery status event scans must be performed, including "Arrival at Unit," "Attempted," "Delivered," etc. The "Arrival at Unit" scan should be incorporated into the unit's current distribution process; this includes those items that have been forwarded to a new destination or returned to their origin.
>
> During distribution operations, Certified Mail items must be separated from other mail and placed into a container or case separation designated for accountable or registry cage operations. Certified Mail that is processed on automation and separated by plant operations to an accountable mail bin holdout, should be taken to the accountable or registry cage as well.
>
> All Certified Mail should be transported to the accountable or registry cage for processing, **unless processed into Delivery Point Sequence (DPS) or into walk sequence order or through an automated notification process. These items should be identified during street duties or while completing Post Office Box distribution and should be handled in the same manner as Certified Mail that is handled in the office by accountable or registry cage operations.**

Section 233.2 Carrier Operations reads as follows:

> **233.2 Carrier Operations**
> **Certified Mail mailpieces mixed in with DPS mail and identified while performing street duties are to be handled in the same manner as Certified Mail that is issued in the office by accountable cage operations.**
>
> PS Forms 3849 must be completed at the point of delivery. Completed PS Forms 3849s are to be turned into the accountable mail cage operation, along with receipts for any other Certified Mail, upon completion of street activities.

Nowhere in this grievance does the Union challenge the validity of or the language contained within Publication 210. The Union refers to a National Memorandum regarding Article 19 Handbooks and Manuals. However, there is nothing to show the NALC at the National level challenged the Publication or any of the language in any Handbooks/Manuals alleged to have been violated. The only proper forum for determining whether the language in the Publication, Handbooks, or Manuals violate the National Agreement would be National level Arbitration.

The Union did not include allegations of violations of Handbook M-39 in the issue statement solely formulated by them. However, Handbook M-39, Management of Delivery Services, updated June 2019, contains the following:

222.21 Letter Routes – non-EPM and CMU

c Line 3, Accountable and Signature Mail (Registered, Certified, COD, Customs, Priority Mail Express, and Postage Due). These are accountable and signature items and the total pieces handled should include any carrier markups.

Note: At installations receiving a large volume of accountable and signature mail for delivery, local manager may allow carriers to mark up mail if accountable clerks are unable to expedite rehandling of pieces in clearing carriers of responsibility. **Certified and ordinary postage due mail identified by the carrier while performing street duties will have a PS Form 3849 completed at the delivery point, to ensure proper recording of these items when the carrier returns to the office.** The carrier should attempt delivery and have these items listed upon return to the office. Transfer the totals of all pieces from PS Form 1838-C to appropriate trip column.

The NALC has been aware since at least June of 2019 that Certified and postage due mail pieces identified by carriers while in the performance of their street duties are to complete PS Form 3849 and ensure proper recording of the items when they return to the office. Certified mail continues to be included as an accountable mail piece on PS Form 1838-C according to Exhibit 222.1 (p. 1) and Exhibit 222.1 (p. 2) and on PS Form 1838 per Exhibit 222.21 as follows:

a. *Line 14, Registered — Certified — COD — Priority Mail Express — Customs — Postage-Due — Keys — PS Form 3868 — Signing For, Returning Funds and Receipts.* Record the combined time for travel from the carrier case to the place within the work unit where registered, certified, postage-due, COD, and customs mail is obtained unless articles are brought to the carrier; to sign for these items and make returns of receipts or funds; and to return to the carrier case or, where local conditions warrant return to vehicle from this location. Include in the total on this line the time for obtaining and returning keys. **If accountable mail is delivered to the carrier at his or her case**, record the actual time for the carrier to accept and sign for the articles. **If accountable mail is identified while performing street duties, whether it is delivered or returned, the carrier will receive the actual time for clearance of the piece.**

Exhibit 222.214a(4), Time Allowances for Carrier Office Work, contains the following:

4. Registered, **Certified**, COD, Express Mail, Customs and Postage-Due; Keys, Form 3868, signing for, returning funds or receipts, and for partial completion of Form 3849 (name or address for identification). Base minimum allowance is 6 minutes. *

The Union will be unable to show a violation of Section 122 of Handbook M-41 as the June 2019 version of that handbook contains the following:

122.223 **If Extra Services mail is first identified while performing street duties, the carrier will need to have the customer sign for the items on the data collection device at the delivery point.** If the customer cannot sign on the data collection device for any reason, complete a PS Form 3849, *Delivery Notice/Reminder/Receipt*, to ensure proper recording of these items when the carrier returns to the office.

The Union quoted the sections appearing prior to 122.223, but omitted the relevant language cited above. Carriers are still to deliver and obtain date, time of event, and signature receipts for Certified mail per Section 122.22.

The Union has not successfully articulated a violation of Section 131 of Handbook M-41. The Union instructed employees submitting statements to "State that running Certifieds in DPS makes it hard to give accurate estimate in the morning to the supervisor as required in the M-41 book." However, the file does not contain one copy of a PS Form 3996 to show carriers estimated work time has been affected or impacted by the methods and means of handling certified mail that have been

occurring at least since 2019. Additionally, as carriers receive 2 minutes for each Certified mail piece during mail counts and inspections, carriers would have to find 15 pieces of Certified mail in their DPS to even equate to a need for an additional half hour.

Sections 262.1 and 335 of Handbook M-41 contain the following:

> **262.1** Use PS Form 3849, *Delivery Notice/Reminder/Receipt*, for each accountable piece and numbered insured parcel or other special services item. (Minimum fee unnumbered insured parcels and Delivery Confirmation items are delivered the same as ordinary mail — no receipt is needed.) **Usually prepare PS Form 3849 as you make delivery.**
>
> **335 Insured, Registered, Certified, Priority Mail Express, and Other Special Services**
> **335.1 Delivering and Taking Receipt [Exhibit 335.1 (p. 1 and 2)]**
> **335.16 Certified mail mixed in with Delivery Point Sequence (DPS) mail and identified while performing street duties is to be handled in the same manner as certified mail that is issued in the office by the accountable clerk.** Customers must sign for this mail on the data collection device at the delivery point. If for any reason the customer cannot sign on the collection device, PS Form 3849 must be completed at the delivery point and delivery should be attempted. Receipts are to be turned in and the collection device presented to the accountable clerk along with receipts for any other certified mail.

The Union quotes language from the Postal Operations Manual and Domestic Mail Manual, but they do not specify which part of those handbooks or manuals have been violated. The Union selectively quotes Sections 619.251 and 619.252 of the POM involving "Storage of Mail Awaiting Customer Pickup" which does not represent the issue being grieved. Section 242.5 of Handbook M-41 refers to undeliverable as addressed mail and is not the subject of this dispute. There is also no language contained within the Handbook which requires carriers to return undeliverable as addressed (UAA) mail to an accountable clerk when on office time.

Handbook M-41 contains the following:

> **432.2** Complete PS Form 3821 showing the number of receipts and undeliverable articles returned to the clerk. **Ensure that any accountable items found in the DPS mail are added to the total accountable pieces included on the form.** If form is properly completed, clerk will sign and return it to you. This is your receipt, keep it for a 2–year period (see Exhibit 432.2).
>
> **922.43 Accountable and Signature Mail – Line 3**
> Line 3 Enter the total number of registered, certified, COD, customs, postage due, and Priority Mail Express under appropriate headings of column. **Any accountable mail identified and delivered by the carrier while performing street duties should be listed upon return to the office.**
>
> a. **922.51 Actual Time Entries**
> Line 14, Registered, Certified, COD, Customs, Priority Mail Express, and Postage–Due; Keys; PS Form 3868; Signing For, Returning Funds and Receipts. Record the combined time (1) to travel from the carrier case to the place within the work unit where registered, certified, postage–due, COD, and customs mail is obtained - unless these articles are brought to you; (2) to sign for these items and make returns of receipts or funds; and (3) to return to the carrier case or (where local conditions warrant) to return to the vehicle from this location. If the locations where these various kinds of mail are processed are widely separated, total the time required at each location and record on line 14. Also include in the total on this line the time for obtaining and returning keys. **If accountable mail is delivered at the carrier case**, record the time used to accept and sign for the articles. **If accountable mail is identified while performing street duties, whether it is delivered or returned, the carrier will receive the actual time for clearance of the piece.**

The Union has not shown any unilateral changes by Management in wages, hours or working conditions. The Union submits an argument related to past practice. However, the language

contained in Handbooks M-39 and M-41 negate the argument. The language also contradicts the Union assertion that "It has always been done this way without exception."

The Union submits nothing in the file to show the NALC has filed grievances at the National level either to dispute the memo signed on March 27, 2023, or to grieve any changes or updates to Postal Handbooks M-39 and M-41 effective in June of 2019. The Union has also not sufficiently articulated a violation of the Postal Operations Manual (POM) or the Employee and Labor Relations Manual (ELM). The Union has also not specified how Certified mail in the DPS "ultimately harms the customer". The Union claims when this mail is added to the DPS it "becomes more ordinary and does not receive the full Sanctity of the class of mail that was sold and promised to the customer". The Union is not taking into consideration that the customer mailing the item paid for the item to be signed for and scanned as delivered and that service would in no way be impacted as long as the carrier fingers his/her DPS as required in Handbook M-41 as follows:

> **321 Foot Routes**
> **321.5 *Finger* mail between delivery stops placing it in order of delivery** (see 133.2). When withdrawing flats from satchel, observe and remember address of next piece to avoid back–tracking.
>
> **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 133.2).**

Certified mail is easily recognizable with the green label on the mail and would be seen even if the mail was turned upside down which can be viewed in Section 231, PS Form, Label or Endorsement, of Publication 210. Carrier claims "by running the Certified letter through the DPS that takes the tracking capability out of the hands of the customer", but he does not realize the tracking the customer is paying for is the delivery scan and accompanying signature which is the responsibility of the carrier. City Carrier and Steward includes the following in his statement:

> If our customers wanted their Certified Mail treated as a first class letter, they would have simply placed a stamp on it instead of paying premium postage for special handling.

Management contends customers pay premium postage for Certified Mail to get a delivery scan and a signature. Management appears to be placing emphasis on the fact that the special services mail was lower than regular First-Class Mail pieces as of March 27, 2023, and any efforts made are to improve customer service. However, Management again reemphasizes that the USPS Handbooks and Manuals show the possibility of Certified Mail being run in DPS since 2019 at a minimum. Retired Carrier submits a statement about his time working as a carrier from 1969-1999. Undoubtedly, several processes have changed or been improved in the last 23 years. He was not a Postal employee when Handbooks M-39 and M-41 were updated in 2019.

Union Representative and Carrier both refer to the "Sanctity of the Mail". It appears they are confusing terminology as it is defined in the POM as follows:

> **4-2 Sanctity and Security of the Mail**
> The Postal Service must preserve and protect the security of the mail in its custody from unauthorized opening, inspection, and reading of contents. The Postal Service must also prevent tampering, delay, or other unauthorized acts. This public trust is vested in each Postal Service employee.
>
> Mail that is accepted by any employee must be protected. If an employee has a question about mail security procedures, is unable to consult a manager, and the procedures are not clearly and specifically answered by Postal Service regulations or by written direction of the Postal Inspection Service or General Counsel, then the employee must resolve the question by protecting the mail in all respects and moving the mail, or letting the mail move, without interruption to its destination.
>
> Examples of unacceptable conduct relating to security and sanctity of the mail include theft, destruction, damage, or delay of mail.

states in the Carrier Academy, "They said every class of mail had a level of treatment that the customer paid for and expected the mail to be handled that way." Publication 210 explains what customers are paying for when purchasing Certified Mail as follows:

> **23 Certified Mail**
> Domestic Certified Mail service provides the mailer with a mailing receipt and upon request, electronic verification that a mailpiece was delivered or that a delivery attempt was made. The recipient's signature is obtained at the time of delivery. Certified Mail is dispatched and handled in transit as ordinary mail. The four Certified Mail options are the following:
>
> - **Certified Mail** — Provides the mailer with a mailing receipt and upon request, electronic verification that a mailpiece was delivered or that a delivery attempt was made. The recipient's signature is obtained at the time of delivery and is available by purchasing Return Receipt service.

The special service the customer is paying for is a delivery scan and a signature. It is incumbent upon the carrier to ensure Certified mail in the DPS receives this service as their handbook has included since at least June 2019.

The Union submitted a request for Form 3867 for each day from March 15, 2023, to April 15, 2023. There is no claim the information was not received. Some of the dates were cut off from the forms. However, it appears not one of the PS Form 3867, Accountable Mail Matter Received for Delivery, contains a tracking number of a Certified Mail Piece even prior to the Stand-Up talk referred to by the Union. Therefore, the Union cannot show an established past practice in the Installation. The clearing clerk still has the option of placing a "C" for Certified Mail upon being notified by a carrier of Certified Mail located in his DPS on the street. The clerks did not even put "C" on Form 3867 prior to the Stand-Up talk. Customers were not getting any additional or improved service with the purchase of Certified Mail. The fact remains they pay the additional price for the delivery scan and signature of the recipient.

The National Level parties agreed to a Standard Training for Letter Carriers, M-01879, which contains the following:

> **Re: Standard Training Program for City Letter Carriers**
> The National Association of Letter Carriers, AFL-CIO (NALC) and United States Postal Service (USPS) recognize the importance of providing quality training to new city letter carriers. To that end, the national parties have jointly updated the Standard Training Program for City Letter Carriers. Our expectation is that enhanced and universal training will improve customer service and enhance the employee experience. To achieve this goal we agree to the following: 1. City carrier academies will

be established in all USPS districts. **Each carrier academy will use the Standard Training Program for City Letter Carriers.** New city letter carriers will participate in all aspects of this training program. 2. It is our expectation that the parties at all levels of our respective organizations will work cooperatively to ensure that all aspects of the training as prescribed in Course 10025512 are completed properly.

The Standard Training for City Letter Carriers Participant Guide dated March 2020 contains the following on pages 4-22 and 4-34:

> **Distribution of Certified Mail to the carrier may occur through automated mail, manual sortation of residual mail or from an accountable clerk. Notify the accountable clerk of Certified Mail pieces received.** Follow local procedures regarding Certified Mail... **If Certified Mail is found in automated mail while on the street, attempt delivery using PS Form 3849 and notify the accountable clerk of additional Certified Mail pieces upon return to the office.**
>
> **Maintaining Security of the Mail and Money**
> **Be alert for accountable mailpieces that might be found in automated mail. If accountable mail is found while performing street duties, a delivery attempt should be made. Upon return to the office, the carrier must notify the accountable clerk of additional accountable mailpieces that were found while delivering the route.**

The Union submits nothing to show why they would possibly be grieving this issue despite the NALC at the National level agreeing to include such language in the Standard Training for City Letter Carriers. The Union has failed to show a violation of the National Agreement in this case. Therefore, Management denies this grievance in its entirety.

The Dispute Resolution Team (DRT) has decided to declare an **IMPASSE**. The Step B team has considered all arguments and evidence in the case file and any of this material may be cited in the event of arbitration. The NALC National Business Agent may appeal this grievance to arbitration within fourteen (14) days after the receipt of this decision.

This grievance file contained the following documents:

(1) PS form 8190, Union Contentions, Steward Statements, Interview, (17 Pages)
(2) Policy Notification, Request Steward Time, Statements, RFI, Time Extension (18 Pages)
(3) Request Informal A Meeting, Request Steward Time, Interview, (13 Pages)
(4) Accountable Mail Receipt (26 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.

USPS Step B Representative

NALC Step B Representative

USPS Number:

Cc: