

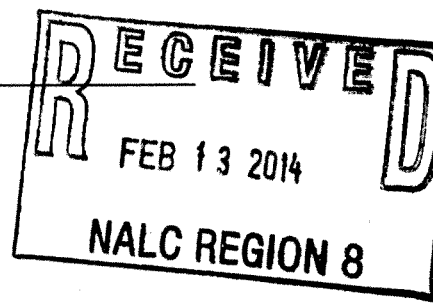
REGULAR ARBITRATION PANEL

In the Matter of the Arbitration)	Grievant: Class Action
)	
between)	Post Office: Monroe, LA
)	
United States Postal Service)	USPS Case No.: G06N-4G-C 13011312
)	EO-0929-MM-12
and)	
)	NALC DRT No.: 08-2168059
National Association of Letter Carriers, AFL-CIO)	

BEFORE: Louise B. Wolitz, Arbitrator

APPEARANCES:

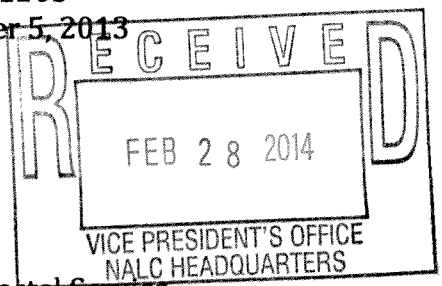
For the U.S. Postal Service	Diana Bennett
For the NALC:	Manuel L. Peralta, Jr.
Place of Hearing:	501 Sterlington Rd., Monroe, LA 71203
Dates of Hearing:	August 9, October 2 and November 5, 2013
Briefs Postmarked:	December 20, 2013
Record Closed:	December 23, 2013
Date of Award:	February 7, 2014




Award Summary:

We find that the union has borne its burden to prove that the Postal Service violated Chapter 2 of the M-39 Handbook and Ch. 9 of the M-41 Handbook via Article 19 of the National Agreement by improperly evaluating route count and inspection data and implementing improper route adjustments in the Monroe, LA 71210 zone. We further find that the Postal Service violated Article 15 of the National Agreement by failing to abide by the national level settlement (M-01661, Q01N-4Q-C 05022605) on Carrier Optimal Routing (COR) while making route adjustments in the Monroe, LA 71201 zone.

In remedy: 1) The Postal Service shall adjust all routes in the Monroe, LA 71201 zone to as near to eight hours as possible within three months of the date of this award. The work of determining and carrying out the necessary adjustments shall begin immediately. 2) The Postal Service shall work cooperatively with the Union in determining and carrying out these adjustments. 3) The Postal Service in Monroe, LA shall cease and desist from violating the detailed provisions of M-39, Ch 2 in all future route count and inspections. 4) The Postal Service in Monroe, LA shall cease and desist in violating the national level settlement (M01661, Q01N-4Q-



C05022605) on COR in the future.


Louise B. Wolitz, Arbitrator 2/7/2014

THE HEARING:

The hearing on this matter was held on August 9, October 2 and November 5, 2013. Each party had a full opportunity to present its arguments, evidence and witnesses and to cross examine each other's witnesses. All witnesses were sworn. The parties presented into evidence Jt. X 1, the National Agreement and JCAM; Jt. X 2, the grievance case file, pages 1 - 1410; Jt. X 3, the M39 Handbook, Chapter 2; and Jt. X 4, the Joint Statement of Expectations between the USPS and the NALC. The Union called witness Dennis Burns, Branch President. The Postal Service called witnesses Scott Michael Coon, Postmaster in Mansfield and Route Examination Team Leader, and Beverly Loyd, Manager of Customer Service. The parties stipulated that if the Union were to call Elizabeth Osborne, shop steward, she would testify that the write-ups in Jt. X 2, pages 86 - 114, reflect a summary of what the NALC believes to be a violation of the contract on each route. At the close of the hearing on November 5, 2013, the parties agreed to postmark their briefs and citations on December 20, 2013. They were timely received by the arbitrator. The arbitrator has studied carefully Joint Exhibits 2 and 3, the evidence in the extensive case file, her notes on the testimony at the hearing, the parties' briefs and the arbitration citations offered by the parties.

The arbitrability arguments were explored first, at the hearing on August 9. In an arbitration award dated September 23, 2013, this arbitrator found the instant grievance to be arbitrable.

BACKGROUND:

This is a complex case about a route count and inspection performed in Monroe, Louisiana with a case file of 1410 pages. Twenty-five routes in zone 71201 were counted and inspected between September 8, 2012 and September 14, 2012. The adjustments were implemented on November 3, 2012. The Union filed the instant grievance on the issues stated below.

THE ISSUES:

The issues to be decided in this award are stated by the Step B Team as follows:

Did Management violate Chapter 2 of the M-39 Handbook and Ch. 9 of the M-41 Handbook via Article 19 of the National Agreement by improperly evaluating route count and inspection data and implementing improper route adjustments in the Monroe, LA 71201 zone? If so, what is the appropriate remedy?

Did Management violate Article 15 of the National Agreement by failing to abide by national level settlement (M-01661, Q01N-4Q-C 05022605) on Carrier Optimal Routing (COR) while making route adjustments in the Monroe, LA 71201 zone? If so, what is the appropriate remedy?

This grievance was imposed by the Step B Team on April 23, 2013.

Article 15, Section 2, Formal Step A (d) of the National Agreement states:

At the meeting the Union representative shall make a full and detailed statement of facts relied upon, contractual provisions involved, and remedy sought. The Union representative may also furnish written statements from witnesses or other individuals. The Employer representative shall also make a full and detailed statement of facts and contractual provisions relied upon. The parties' representatives shall cooperate fully in the effort to develop all necessary facts, including the exchange of copies of all relevant papers or documents in accordance with Articles 17 and 31. The parties' representatives may mutually agree to jointly interview witnesses where desirable to assure full development of all facts and contentions....

The parties agreed under Undisputed Facts, line 16 on Form 8190, that 1) The local parties agree the grievance is timely at both Informal and Formal Step A of the Dispute Resolution Process, and 2) Local grievance #'s EO-0920-MM-12; EO-0926-MM-12; EO-0927-MM-12 and EO-0928-MM-12 and their issues/documentations were combined into local grievance #EO-0929-MM-12, which is the grievance now before us, with the USPS GATS number G06N-4G-C 13011312. This agreement was signed by Dennis Burns, NALC Formal A and Scott Coon, USPS Formal A.

The issue in EO-0920-MM-12 is: *Did management violate M-39 Section 242.344 via Article 19 when they made improper deductions of street time during the week of route inspection from 9/8/12 to 9/14/12?*

Section 242.344 states:

If during the route inspection, the supervisor notes that the letter carrier fails properly to finger mail or to take proper short cuts, and that those failures were sufficient enough to warrant a time adjustment for the route, a reinspection will be made after the letter carrier has been instructed regarding the proper procedures to be used. Every effort will be made to

conduct such reinspection prior to the implementation of the adjustments in the delivery unit.

The issue in EO-0926-MM-12 is : Did management violate M-39 Section 222.214.a and 222.214.b via Article 19 when management deducted carriers actual time on their 1838Cs by using terms such as "demonstrated performance" for one day out of the entire week to justify changes to actual office time used during the week of route inspection from 9/8/12 to 9/14/12?

Section 222.214. states:

a. Lines 1 through 13

- (1) Line 1. Record 1 minute for the routing of each 18 pieces of letter-size mail in the standard 6-shelf case. Where joint agreement in accordance with the September 1992 Memorandum of Understanding has been made to utilize a four (4) or five (5) shelf letter case, the definition of a letter will remain the same (see Section 121.12) and the standard of 18 per minute will not change.*
- (2) Line 2. Record 1 minute for the routing of each 8 pieces of other size mail in the standard 6-shelf case.*
- (3) Line 4. Record 1 minute for the strapping out of each 70 pieces of mail, with a minimum of 3 minutes.*
- (4) Lines 8 -13. Record the appropriate time allowance based on the standards set forth in exhibit 222.214a(4)*
- (5) Lines 3, 5, 6, and 7. Make no time entries on these lines.*

Note: *Managers must use Notice 26, Maximum Time Allowance for Routing Mail, in computing office time allowances for lines 1, 2, and 4 (See exhibit 222.214a(5).)*

b. Lines 14 through 23

- (1) The entries on lines 14 through 23 (except line 20) are obtained from carriers' recorded time on Form 1838-C.*

Note: *Items on lines 14 through 23 are work functions for which actual time is recorded and the recordings are in minutes. Total entries in the Elapsed Time column on Form 1838-C for each function, and transfer to columns (e), (f), and (g) as appropriate (on Form 1838).*

- (2) There shall be established for each letter route a base minimum time*

allowance for each of line functions 14, 15, 19, and 21 of Form 1838, where applicable. Those base minimum times shall be fixed at 6 minutes for line 14; 5 minutes for line 13; 3 minutes for line 19; and 9 minutes for line 21. If during the week of count and inspection, the carrier's average actual time for any of those line items exceeds the base minimum for the function, the carriers shall be credited with the average actual time, unless an adjustment to that time can be supported by appropriate comments on Forms 1838 or 1840 or any attachments thereto. In no event may the standard time for these functions be below the base minimum.

- (3) Comments such as "excessive time", "too much time," "...adequate or sufficient for this function," "used on day of inspection," "too slow pace," and others similar thereto by themselves are not appropriate comments for the purpose of supporting any such adjustment. To be considered appropriate, those comments must set forth the reasons for the conclusion that less than the average actual time recorded is sufficient for the carrier to perform that function. Be guided by the following:*

....

(e) Line 18, Break (Local Option). Enter the scheduled office break period, if applicable.

Note: *At the option of the local union, the carriers at the delivery unit will receive one 10 minute break period in the office (rather than two such 10 minute breaks on the street). Such break will be scheduled by the employer.*

....

(g) Line 20, Personal Needs, Etc. An allowance of 5 minutes is permitted on the first trip for personal needs, obtaining hat and coat from wall racks before leaving office, visiting swing room to obtain rain gear from locker, etc. An additional 2 minutes is allowed on the second trip of a two-trip route.

Note: *This is an office function and must not be taken on street time.*

(h) Line 21, Recurring Office Work not Covered by Form. (Use Comment section to identify each activity.) Necessary time must be recorded for miscellaneous office activity not included on any of the lines 1 through 20. This would include miscellaneous review or other work that may require the carrier's time relating to handing of undeliverable mail. Describe activity performed and time spent. Each time entry is to be

verified and initialed by a manager if it is authorized as a recurring carrier office work activity.

Note: *Entries erroneously indicated as line 21 activities should be lined out and the correct line activity shown on Form 1838-C and initialed. For example, a line 21 entry for conversations pertaining to route inspection forms, etc. should be changed to line 22. The carrier must also be instructed as to proper recording of work functions at this time.*

(i) Line 22. Waiting for Mail (Office) and All Other Activities Not Performed On a Continuing Basis. Use Comment section to identify each activity. Time shown on line 22 is deducted from the carrier's total office time. Carriers must be made aware of its purpose and impressed with the fact that a slowdown in office work to avoid waiting for mail will adversely affect the results of the count and/or inspection and may result in a showing of a poor office time record. The proper recording of time waiting for mail, including time waiting for redistributed mail, will pinpoint faulty schedules or the need for attention to distribution during carrier's scheduled office time. Activities that are not part of the carrier's normal routine cannot become a part of the office time. These items are included on this line for deduction purposes.

(j) Line 23. Counting Mail and Filling Out 1838-C Worksheet. Enter only the time required to count the mail and complete Form 1838-C. The time recorded on line 23 is deducted from the carrier's total office time. Carrier's schedules should be advanced only as needed during count period. On the form used on day of inspection, the notation "counted by route examiner" should be entered on line 23 through columns (e), (f) and (g). If the time recorded by carrier appears unrealistic - inflated or deflated - the matter should be discussed with the carrier and adjusted to a realistic time.

The issue in EO-0927-MM-12 is: Did management violate M-39 Section 242.324 via Article 19 by not recording time for the 8th week (the week after the inspection is over which is 9/15/12 to 9/21/12) on the 1840B on Routes 02, 03, and 18 for the Monroe Main Route Inspection zone 71201 that began on 9/8/12, and if so, what should the remedy be?

The issue in EO-0928-MM-12 is: Did management violate Article 19 via M-39 Section 241.33 by failing to choose a qualified replacement carrier for vacant route #01009 prior to start (9/8/12) of the Monroe Main 71201 zone route inspection, and if so, what should the remedy be?

In its brief, the Union has said that without prejudice to its position, it is withdrawing its objections in relation to M-39 242.324 and M-39 241.33, so we will

remove from consideration these last two issues, EO-0927-MM-12 and EO-0928-MM-12 regarding these two provisions.

The Union alleged in its second main issue that management failed to abide by the National Level Settlement on COR. Q01N-4Q-C 05022605 (M-01661). The COR Settlement states:

The Carrier Optimal Routing (COR) process is a management tool to assist with the adjustment of letter carrier routes pursuant to Chapter 2 of Handbook M-39. No components of the COR program or application of the COR process will be inconsistent with the route inspection, evaluation, or adjustment process found in Chapter 2 of the M-39 Handbook.

Should the Postal Service develop COR for use in the minor route adjustment process, related components of the COR program or application of the COR process will be consistent with the specific minor route adjustment formula in Section 141.19 of the Handbook M-39. Local parties that have established by mutual agreement, an alternate route adjustment method may also use applications of COR consistent with their alternate route adjustment process.

To facilitate the practical application of this understanding, when transferring territory the back of the PS Form 1840 will indicate, by sector segment, any change in street credit from the actual street time used in sector-segment on PS Form 3999; including all relay, travel, allied time, etc. Any such adjustment to the carrier's actual street time must be documented and explained by appropriate comments on the reverse of PS Form 1840. Additionally, any time adjustment to the base street time, which must be selected pursuant to M-39 Section 242.321, will be documented and explained under the comments section on the reverse of PS Form 1840.

Travel To, Travel From, and Travel Within times must be validated, documented, and discussed during carrier consultation. The actual time should be taken from the Inspection PS Form 3999, unless a new pattern is created during the route adjustment process. If a new travel pattern has been created, the new times must be validated.

Notwithstanding any disputes regarding documentation of and/or justification for time adjustments made, the intent of the previous paragraph is for the letter carrier to be made aware of any proposed time adjustment to the carrier's base street time and/or to the street time of the territory being transferred. Time adjustments for territory being transferred will be by sector-segment, including all relay, allied, parcels, accountables, etc. Any time adjustment to a carrier's base street time must comply with the M-39 Section 242.345 through 242.347.

The positions of the Union and the Postal Service outlined below are taken from the Step B Team and Formal Step A write-ups in the grievance packet (Jt. X 2).

POSITION OF THE UNION:

Positions Outlined at Step B and Formal Step A:

The Union makes the following contentions in its grievance:

- 1) Management violated the M-39 Handbook, Section 222.214 when it failed to grant the appropriate line item credit on the PS Forms 1838-C and 1838 for lines 14, 15, 19, 21, 22 & 23 on the majority of routes counted. This contention is supported by Management's comments on the PS Form 1838 (front) and management document "1838 Line Item Review". Numerous undocumented comments were made in addition to the comment of "demonstrated performance."

The Union contends Management is creating a new work standard when it attempts to use a carrier's "demonstrated performance" instead of the regulations set forth in the M-39 and M-41 Handbooks concerning route counts and inspections.

The so-called "demonstrated performance" is also a new unilaterally imposed standard that was not negotiated by the national parties. The fact that the carrier might have performed better or worse on days other than the "day of inspection" during the week of inspection does not mean that the carrier's street or office times are exactly the same everyday as management's claim of "demonstrated performance".

Management provided a document labeled "1838 Line Item Review" along with the 1840 (front) for each route (01001, 01002, 01003, 01004, 01005, 01009, 01011, 01016, 01018, 01019, 01021, 01022, 01027, 01032, 01033, 01039, 01050, 01051, 01054, 01071). Each route has comments such as *"...the carrier safety talk will be reduced from 7 minutes to 5 minutes to reflect the allowable safety talk time per week"...."On Friday, 9/14/2012, the carrier used a total of 12 minutes in Line 21 to scan 15 SPR's, retrieve parcel hamper and hotcase. On the DOI with the examiner on 9/13/2012, the carrier used 7 minutes on Line 21 to scan 16 SPR's, retrieve hamper and hotcase. The volume between these days was comparable. Based on this fact, Line 21 will be reduced by 5 minutes to reflect demonstrated performance."*

Management will contend they were correcting erroneous line items. The local union disagrees. These times were unilaterally deducted by management to the base minimum time and not the actual times it took the carriers in zone 71201 to perform these line item functions.

- 2) Management violated the M-39 Handbook when management did not re-

inspect routes in instances where carriers were "alleged" to have improper practices, as required by the M-39 Handbook, 242.344 (see above) and 242.345. While management's Formal A representative attempts to rebut this contention by stating that "*Multiple 3999's were performed with carriers, giving them the opportunity to correct any deficiencies,*" these 3999's were done after the adjustments, not prior to them. The M-39 Handbook, 242.344 states that such re-inspections must be documented and done prior to the adjustments.

- 3) Management did not properly provided Monroe letter carriers with their respective documents needed prior to the consultation. This is in direct violation of the M-39 Handbook, Sections 242.321 and 242.344. Monroe letter carriers did not receive the PS Form 1840R's until the dates of October 25 - 28, 2012, The carrier consultations occurred on October 26 - 30, 2012. Management states that the case file includes required consultations for the zone per the M-39 Handbook. Management states that consultations were completed prior to implementation in the zone, and errors and corrections still had time to be considered and performed. But the M-39 and M-41 Handbooks both state that these documents must be provided to the carrier prior to the consultation, not prior to the route adjustment implementation. M-39 241.4 says: *A completed copy of the front of Form 1840 - reflecting totals and averages from Forms 1838, day of inspection data, route examiner's comments, and analysis of office work functions and actual time recordings - will be furnished the carrier at least 1 day in advance of consultation. Completed copies of Form 1838 will be given to the carrier at least 5 calendar days prior to consultation.* A Step B decision on a grievance related to this, G06N-4G-C 12355114, dated December 20, 2012, found that: *Management was conducting carrier consultations and at times Investigative Interviews prior to providing the PS Forms 1838 C to the carriers. The carriers had no documentation in which to base their answers to the interviews. The Step B Team agrees this underscores the importance of providing the forms to the letter carriers in a timely manner. The Step B decisions said: Management shall cease and desist failing to provide PS Forms 1838 C to city carriers in a timely manner (daily).* Management did not take into consideration any of the carrier's comments made during the consultations. In fact, management conducted the carrier consultations after the COR reports and new labels were made.

Management further violated Sections 242.321 and 242.344 when they made deductions based on allegations that a letter carrier failed to finger mail properly and/or to take proper short cuts. Section 242.344 requires management to make every effort to re-inspect the route(s) involved prior to implementing route adjustments. The Agency did not re-inspect the route(s) prior to implementing route adjustments.

- 4) All of the COR adjustments were made prior to the carrier consultations as

reflected by the COR reports and the new case labels. All COR reports are dated October 25, 2012. The new labels are dated October 26, 2012. The carrier consultations occurred during the time frame of October 26 -30, 2012.

According to the documentation presented in the grievance file, management sent in all adjustments to AMS for labels and route changes on October 25, 2012. This is the same date some carriers were receiving their PS Form 1840 R's for the first time. Others received their PS Form 1840 R's after October 25, 2012. Management's documentation clearly shows all carriers received a consultation after October 25, 2012, the date the adjustments were made in COR for the Monroe LA Installation Zone 71201.

The union contends the route count and inspection data imported and used by the COR program to adjust the city routes is inaccurate and not a true representation of the evaluated times, therefore causing the routes to be out of adjustment and overburdened.

The union has included documentation in the grievance file called the "Unit Recap Report" which is divided into four columns. The last column titled "Avg. Post Implementation Mail Volumes and Route Times" shows the post implementation route times from 11/3/2012 (implementation date). The routes are clearly over eight hours.

The local union has included documentation in the grievance file called the "Workhour Workload Report (All Routes) from 11/3/2012 (implementation date) through January 11, 2013. The actual "total time" of the routes in the 71201 zone are clearly over eight hours.

- 5) Management did not properly validate and document the travel to, travel from, and travel within each route as per the national level settlement, M-01661, Q01N-4Q-C 05022605, the COR Settlement (see above). The Union contends there are not any documented physical validations of the travel to, travel from, and travel within each route as required in the COR National Level Settlement, dated July 30, 2007. This also was not discussed properly with the Monroe letter carriers in their carrier consultations which took place on October 26-30, 2012.

Management stated "Google" was their validation. A physical validation was not performed by management.

- 6) Management violated Sections 242.321 and 242.322 of the M-39 by selecting the lower street time. This is apparent because the selected street time was the lowest time choice for nearly all the routes. Management selected the lowest street time on 21 out of the 25 routes in Monroe. The reasons given were rubber-stamped and disingenuous.

- 7) Management violated Section 243.11 by making the final decision regarding proposed addition and/or relief to city route(s) without conducting a proper proposed route adjustment consultation with the regular letter carriers assigned to the routes.
- 8) Management also violated Section 243.11 when it failed to consider suggestions for adjustments from the regular letter carriers assigned to the routes.
- 9) Management contends the routes are under the based adjusted street times due to the post PS Form 3999's. The union contends these "post" PS Form 3999's were conducted on days not representative of the route. Management instructed carriers to curtail mail that was at the carriers case prior to the carriers reporting to work on the days management conducted the post 3999's. They also used the carriers lightest day of the week.

Testimony of Dennis Burns:

Local Union President Dennis Burns testified that he has had extensive training on and experience with route inspections. He served as the IRAP (Interim Route Adjustment Process) District Co-Chair, which was done jointly with management. During that process, which he worked on for three to six months, he looked at and evaluated 200 - 250 routes. Some adjustments were made to these routes and no grievances were filed. He worked in New Orleans together with a management partner on a traditional route count and inspection after Hurricane Katrina, under Chapter 2 of the M39. He oversaw that process in accordance with Chapter 2. He received training on MIRAP (Modified Interim Route Adjustment Process) and worked on that. He conducted training for district lead teams out of the area office in Dallas. The District Evaluation and Adjustment Teams (DEATS) worked under him. There were ten to twelve DEATS teams below him that made adjustments to the routes, including consultations with the carriers. He oversaw 350 - 500 route adjustments. Then he worked with JRAP1 (Joint Route Adjustment Process) and was sent for additional training at the Postal training facility, the Bolger Center. He worked with JRAP2, in which the first week was dedicated to COR program training. They went step by step through the COR program, using the same material management had received. They evaluated fifteen sites, 150 routes. COR is a computer program which reduces park points, relay times etc. to reduce route times.

In this grievance, Mr. Burns was the Formal A representative for the Union. He prepared the Union's contentions, box 17, pages 1 - 1,168, in Jt. X 2, reported above. Management's Formal A contentions are in box 18, pages 1,169 - 1,372. He and Scott Coon agreed to combine some grievances, as discussed above. Mr. Burns said that one of the main contentions in this grievance is about improper deductions, taking away time off the street from the carrier. Management has never agreed that

they improperly took time away. If you take deductions away from the carrier of things that the carrier does every single day, like checking his vehicle, the route will be shorted time. For example, a carrier normally takes 5 minutes to check his vehicle, but on the day of inspection, he took 3 minutes, so the inspector deducts 2 minutes.

To illustrate the Union's contentions, Mr. Burns discusses extensively route 001, carried by D. McDowell. Mr. Burns contends that after the inspections and adjustment, the route was overburdened, was over 8 hours. Time was improperly taken away from the route and listed as waiting time or miscellaneous time. The route did not get full credit for all the street time. They took away a full 4:46 for bathroom time. He needs to get some credit for bathroom time. They took away time for going to the back of the truck to put mail in the tray. He should get credit for this time. They took away time for scanning parcels which he is supposed to do and get credit for. They charged him because he didn't combine relays, but those relays were not combined on a daily basis. They are supposed to observe and record what is being done, not correct things. They are supposed to get a picture of what the route really is. COR will combine the relays, so the time here will be double deducted, deducted twice, once by the inspector and once by COR. There are detailed comments on pages 86 and 87, derived from the entries on pages 481 to 484, the 3999. All the deductions add up and have an effect on the evaluated time of the route. In calculating the average, management took out the high days, claiming they were an anomaly. The M39 requires that the employer use the average.

Adjustments were put into effect by management on November 3rd, 2012. Twenty-six days later, management went out with the carrier. His street time then was 7 hours and 27 minutes. The street time shown during the route inspection was 6 hours and 33 minutes. They did not make any adjustments. They went out again on March 6, 2013 (p. 1351) and found a street time of 6 hours 52 minutes. This was after the adjustments were in effect for 4 months. On the Workhour/Workload Report done for the date range 11/03/2012 – 01/11/2013, route 01001 shows a street time of 6:43, street assistance of 0:41, and an actual total time of 9:34. The street time of 6:43 is not even close to the projected street time of 6:19. The total street time of 6:43 plus 0:41 is 7 hours and 24 minutes. The projected street time of 6:19 comes from the adjusted street time on the 1840 R. The street time for the route is one hour and 5 minutes over its adjusted street time. This Workhour/Workload Report is generated by DOIS. The Workhour/Workload Report also shows a total time for this route of 9:34, and a projected time of 8:17. This report was done 60 to 70 days after the adjustments were made based on the route count and inspection. The bottom of this Report shows 6:37 average actual street time and 6:14 projected average street time. The variance is 23 minutes. No errors were found in the carrier's performance and no comments were made about his performance (see page 1219). They found nothing to correct. The average actual total route time for the 7120103 zone is 8:48. The average projected route time for the zone was 8:20 (see page 1125). They never adjusted any of these routes. The write ups for the rest of the routes were done the same way. Mr. Burns and the shop

steward, Elizabeth Osborne, put together the comments based on management's documents and statements from the carriers. Pages 86 – 114 contain detailed comments for each route on items that were done wrong during the inspection and that affected the outcome. The parties stipulated that if Shop Steward Elizabeth Osborne were called as a witness, she would testify that the write-ups on pages 84 – 114 reflect the NALC's position on what the violations were on each route.

The carrier consultations were not conducted in the manner intended by the M-39. Some, for example Carrier Still, were done as Investigative Interviews, not as a carrier consultation (see page 897). The purpose of the consultation is to get a carrier's feedback.

The log on page 939, prepared by management, shows when Supervisor Loyd gave the carriers their 1840 R's and when she had the consultation with the carriers. There were many instances where the consultation with the carrier was held before the carrier had received the form. There were many cases where the carrier received the form only the day preceding the consultation. Management has never denied this (see page 939). Moreover, the new labels were submitted before the carrier consultations took place.

On cross examination, Mr. Burns said that he has never been a 204B or a supervisor. He has never ridden on a route inspection. He has participated in adjustments. He is familiar with COR adjustments to optimize the routes. When COR eliminates a park point, it does not exist anymore, so there is no more time associated with it. COR also combines loops. A carrier can have up to 35 pounds in a satchel.

Arguments in the Union's Brief:

The Union argues that M-39, 243.122 provides: *The proper adjustment of carrier routes means an equitable and feasible division of the work among all of the carrier routes assigned to the office. All regular routes should consist of as nearly 8 hours daily work as possible.* Nowhere does this support the employer's interpretation in its Opening Statement that " *the standard acceptable adjustment is for a route to be evaluated at between 7:45 and 8:20 hours per day. That's what we call an eight hour route...*" The employer then asserts that most of the data pointed to by the union is a difference of a minute or two. The Union asserts that the dispute between the parties does not involve a mere few minutes, but rather, substantial errors made by the employer which they were required to correct through validation and further adjustments of the routes. These substantial errors add up. Section 243.68 of the M-39 provides that following the implementation of the adjustments, the employer is required to look at what they did and determine what must then be done to make the routes as close to eight hours as possible:

243.68 Corrective Action

243.681 If the route is found to be adjusted properly, this must be brought to the carrier's attention and the carrier given an opportunity to improve his or her performance.

243.682 If the route is found to be too heavy, relief should be granted, and conversely, if found to be light, work should be added. If the carrier frequently uses overtime or receives auxiliary assistance, determine if the route is in adjustment or if the carrier is not serving it efficiently, a special inspection may be in order.

The Union argues that no evidence was presented by the employer establishing that the carriers engaged in improper conduct following the adjustment of the routes and that such improper conduct led to the routes being overburdened after the adjustment. The evidence proves that the routes were out of adjustment, and the employer failed to correct the adjustments. The employer had an obligation to fix the overburdened routes after the evidence proved them to be overburdened.

The NALC believes that they have established that the employer did violate Chapter 2 of the M-39 Handbook and Chapter 9 of the M-41 Handbook via Article 19 of the National Agreement by the manner in which it evaluated and adjusted the routes in question. Further, they failed to correct their errors in the post adjustment evaluation process. The NALC also believes that they have proven that the COR agreement (pages 1170 -1171) was violated by not adhering to the validation process which is embedded in the M-39.

The Union argues that under the COR settlement agreement, paragraph #5 (1) *To facilitate the practical application of this understanding, when transferring territory the back of the PS Form 1840 will indicate, by sector segment, any change in street credit from the actual street time used in sector-segment on PS Form 3999; including all relay, travel, allied time, etc.)* a detailed break out of each and every "sector segment" of the territory that is being taken off of a route or added to a route is required. Further, 2) *Any such adjustment to the carrier's actual street time must be documented and explained by appropriate comments on the reverse of PS Form 1840.* This language mandates that the employer is required to document and explain any adjustment to the street time of the route to the carrier during the consultation. This did not happen.

The Union disagrees with the direct testimony of Scott Coon which indicated that the contract is silent on how to validate the travel time to and from a route. Mr. Coon stated that *"...we Googled it"*. The Union notes that Google does not verify actual drive time and does not account for all of the variables that a carrier encounters each and every day. The Union argues that the M-39 and the COR agreement requires validation by going with the carrier. M-39 243.612 reads: *After route adjustments are implemented or when travel patterns are changed on a motorized route, the delivery unit manager or designee must determine the new length of route by using the most practical means: a. Record the correct mileage and travel times on*

Form 3999. b. Record on Form 3999 the date and name of the individual who certified the new mileage for the route. 243.613 states: When route adjustments or changes are implemented, complete a new Form 3999 to reflect the current authorized route travel pattern and schedules, etc. A COR adjustment must comply with Chapter 2 of the M-39. COR starts out with the admonition: No components of the COR program or application of the COR process will be inconsistent with the route inspection, evaluation, or adjustment process found in Chapter 2 of the M-39 Handbook. The M-39 passages do not defer to the use of Google Maps. They require that a new Form 3999 be prepared to validate the new configuration of the route.

The COR agreement also requires a detailed explanation from Postal management, to the letter carrier, at the time of their consultation, of the proposed changes to the evaluated time of the route further explaining that any time adjustments must comply with the M-39. (see pages 6-7 above) M-39 242.347 says: *All time disallowances and related comments will be noted on Form 1840 or attachments thereto, and furnished the letter carrier at least 1 day prior to consultation.* This required explanation was not given to carriers in advance of their consultations as required by the M-39. This evidence proves a further violation of the COR agreement (pages 1170 -1171). Management at Monroe has a habit of not providing letter carriers with the documents or information that they are entitled to. There is a Step B decision (page 1150) in grievance G06N-4G-C 12355114, dated December 20, 2012, which states: *Management shall cease and desist failing to provide PS Forms 1838 C to city carriers in a timely manner (daily).* A June 17, 2013 arbitration decision by this arbitrator in G06N-4G-C 12365564 enforces the need for the Postal Service to furnish sample dry-run count items, forms and completion instructions to each carrier in time to allow for completion and review and does not include exceptions for carriers who are on leave. *Neither the Postal management nor the arbitrator has any authority to change this clear language.*

The Union argues that Mr. Coon's testimony at the arbitration hearing that the evaluation of the routes, following the adjustment, in the Workhour/Workload Report on page 1125 is not a fair basis for consideration. Mr. Coon said that because the mail volume during the period of November 3, 2012 through January 11, 2013 was higher, it, therefore, does not represent the true needs of the routes. However, Mr. Coon, who was the employer's Step A designee, never made this argument at Step A. It does not appear in his Step A write up, even though page 1125 was included in the grievance file and was prepared more than 2 months prior to the Step A meeting. The Step B write up also contains no such argument. Therefore, this is new argument and should not be considered. The Union further argues that since management had the calculations on page 1125 at the Formal Step A meeting, and the data clearly shows that the routes were overburdened (actual total time of 8:48 compared to a projected total time of 8:20), management was obliged to prove that the routes were in fact properly adjusted. Management presented no evidence to do so. Now, at the arbitration hearing, they claim that the mail volume during this period was unusually high because of the month of December. However, even this argument failed, because the mail volume actually received in the November 3, 2012 to January 11, 2013 period, an average of 48,997 pieces of mail daily (p. 1125), was

actually lower than management's projected post adjustment mail volume of 54,752 (see table p. 1124). The mail volume during the week of the inspection was much too light for a fair evaluation of the routes (41,687, p. 1124). The employer's adjustment of the routes was based on an expectation of much higher mail volume than was received during the week of the inspection. The office actually received, during the period of November 3, 2012 through January 11, 2013, an average of 48,997 pieces of mail daily. This is a 10% reduction in mail volume when compared to management's projected post adjustment mail volume. Still the employer left the routes overburdened. Mr. Coon's testimony dismisses the value of page 1125 because he claimed that the post adjustment evaluation on page 1125 is of no value due to the spike in mail volume for the holidays. This statement is contradicted by the evidence which shows that the mail volume between November 3, 2012 and January 11, 2013 was in fact 10% less than management's route adjustment projections. Contrary to the inflated mail volume claimed by the Postal Service, the actual volume was lower than planned and still the routes were left overburdened.

After the adjustments, the employer is required to prepare new Form 3999's for the new travel pattern of the routes. The employer did so, but did not use the information gathered from the post adjustment 3999's to validate the predictions made by COR. On route 1 for example, during the inspection (page 965) *travel to* the route was 11:45 (EXR). The COR program predicted a reduction of this time to 6:45 (ADJ), thereby reducing the route's *travel to* value by 5:00. *Travel from* the route was 12:14 during the inspection. The COR program predicted a reduction of this time to 8:28, thereby reducing the route's *travel from* value by 3:46. The *travel within* value was 17:22 during the inspection. The COR program predicted a reduction of this time to 4:02, thereby reducing the route's *travel within* value by 13:20. The sum total of these COR travel reductions were not validated. Relay time was 11:38 during the inspection. The COR program reduced this time to 8:27, thereby reducing the route's relay time value by 3:11. In the post adjustment Form 3999 (page 1220 to 1224), the new *travel to* the route was validated as 13:54 as opposed to the COR predicted reduction to 6:45. This proves a COR adjustment violation of 7:09 on *travel to* the route. The new *travel from* the route was validated as 9:36, as opposed to the COR prediction of 8:28. This proves a violation of 1:08 on *travel from* the route. The *travel within* entries on the 3999 total 6:49, which is greater than the 4:02 which COR predicted. This proves a violation of 2:47 on *travel within* route. The relay time is now 20:36, which is greater than the 8:27 which COR predicted. This proves a violation of 12:09 on relay time. The total improper deduction of all travel time and relay time is now **28:15** solely for route 1. The effect of this, when broken down for each route, is to establish that management attempted to assign too much work to each employee in violation of the principle embedded in the M-39 to adjust routes as close to eight hours as possible. The Union in its brief goes through each route and performs this analysis and also includes the carrier comments on the carrier's review of the forms. It establishes and quantifies improper deductions for each route. It then cites the actual post adjustment time from the Workhour/Workload Report on page 1125. We will not cite the details of this analysis here, but it is available in the Union's brief. It details, in a manner similar to

what we just discussed for route 1, improper deductions of time made in the adjustment process for each route. It shows the difference between the COR adjustments and the values obtained in a post adjustment 3999. The post adjustment 3999's were done in the period from November 14, 2010 through December 7, 2012. There are six post adjustment 3999's that were done between March 5, 2013 and March 15, 2013. It then cites the total actual time for each route in the period covered by the Workhour/Workload Report for the dates 11/03/2012-01/11/2013.

The Workhour/Workload Report for Monroe 7120103 for 11/03/2012 - 01/11/2013, prepared by DOIS, shows the actual total time for the routes as follows: 01001 (9:34); 01003 (9:40); 01004 (8:50); 01005 (8:52); 01007 (8:34); 01009 (8:42); 01011 (8:52); 01014 (9:16); 01015 (9:07); 01016 (10:03); 01018 (5:42); 01019 (9:46); 01021 (8:31); 01022 (9:05); 01024 (8:59); 01027 (8:35); 01032 (8:55); 01033 (9:06); 01039 (8:34); 01050 (9:16); 01051 (8:29); 01054 (8:16); 01064 (7:59); 01071 (8:22). The average total time was 8:48. The projected total time was 8:20.

The Union notes that Manager of Customer Services Beverly Loyd testified during cross examination that she did all of the consultations and that she gave the consultation document to the carriers at the time of their consultation and not before. This is an admission of a violation of the obligations under M-39 241.4, which says: *A completed copy of the front of Form 1840 – reflecting totals and averages from Forms 1838, day of inspection data, route examiner's comments, and analysis of office work functions and actual time recordings – will be furnished the carrier at least 1 day in advance of consultation. Completed copies of Form 1838 will be given to the carrier at least 5 calendar days prior to consultation.* This chapter is referenced on p. 21 of the moving papers and in the Step B decision where the employer's representative attempts to deny this rule was violated. The labels for the routes as they would be re-configured were ordered and delivered prior to the dates of the consultations.

POSITION OF THE POSTAL SERVICE:

Positions Outlined at Step B and Formal Step A:

- 1) The local Union has failed to establish a specific contractual violation in this grievance. Local management conducted the mail counts, route inspections and route adjustments at the Monroe Post Office in accordance with Chapter 2 of the M-39 Handbook and Chapter 9 of the M-41 Handbook.
- 2) Management, in accordance with Section 212.1 of the M-39 Handbook, made advance preparations for the mail counts and route inspections and coordinated with all responsible managers within the installation.

- 3) Management made arrangements to have enough mail count and inspection forms and other supplies available for the mail counts and route inspections, in accordance with Section 212.2 of the M-39.
- 4) In accordance with Section 213 of the M-39, management reviewed and made an analysis of the control forms, including Form 1840-B Carrier Timecard Analysis.
- 5) In accordance with Sections 241.21 and 241.22 of the M-39, management completed Forms 1840. The P.S. Form 1840 from the Mail Counts and Route Inspections conform to Exhibits 241 in the M-39.
- 6) Management has complied with Section 242.11 of the M-39 by performing the route adjustments in accordance with the M-39 Handbook, which included the careful analysis of data developed to maintain regularity of deliveries and conserving workhours.
- 7) Management has complied with Section 242.122 of the M-39 by properly adjusting the city delivery routes in the Monroe installation to as near eight hours daily as possible. Section 242.122 states: *The proper adjustment of carrier routes means an equitable and feasible division of the work among all of the carriers routes assigned to the office. All regular routes should consist of as nearly 8 hours daily work as possible.*
- 8) In accordance with Section 242.12 of the M-39, Items a through l were available to the manager that made the adjustments.
- 9) Management complied with Section 242.311 of the M-39 by determining the office time allowance for each letter route utilizing the lesser of the carrier's average time used to perform office work during the count period or the standard allowable office time.
- 10) In accordance with Section 242.321 of the M-39, management used the eight week analysis or the average street time from the week of inspection as street time for the Monroe city routes. Management's reasons for selecting street times is clearly documented on the 1840 Reverses included in the case file, as required by 242.322, which states: *The manager will note by explanatory Comment on the reverse of Form 1840 or attachments why the base street time allowance for the route was established at the time selected. The manager's selection of the street time allowance cannot be based on the sole criterions that the particular time selected was the lower.* In no case is the reason for the street time selected due to being the "lowest" street time. The fact that some street times selected for the zone are not the lowest times also directly contradicts the union's assertion that this was the sole criterion used in selecting street times.

- 11) In accordance with Sections 242.344, 242.345 and 242.346 of the M-39, management properly annotated the P.S. Form 1840 or attachments thereto and provided copies to the carriers in a timely manner. 242.344 says: *If during the route inspection, the supervisor notes that the letter carrier fails properly to finger mail or to take proper short cuts, and that those failures were sufficient enough to warrant a time adjustment for the route, a reinspection will be made after the letter carrier has been instructed regarding the proper procedures to be used. Every effort will be made to conduct such reinspection prior to the implementation of the adjustments in the delivery unit.* All street waiting times for routes in the zone is documented on PS Form 3999's. Consultations were held during the week of inspection with all carriers regarding street waiting time, whether that time was due to a deficiency or not. All time credited as waiting other has an appropriate comment by the examiner explaining why the time was not recurring in nature and was discussed with carriers during consultation. Multiple 3999's were performed with carriers, giving them the opportunity to correct any deficiencies they may have had.
- 12) The Union has failed to establish that local management has violated any laws, regulations, or provisions of the National Agreement by exercising the exclusive rights to manage provided in Article 3 of the National Agreement. Management has the exclusive right to direct city carriers in the performance of their carrier duties; to hire, promote, transfer, assign, and retain city carriers in positions within the Postal Service; to maintain the efficiency of carrier operations; and to determine the methods, means, and personnel by which Postal operations are to be conducted including carrier operations.
- 13) The routes in the Monroe Post Office were adjusted as close to eight hours as possible. Of the 24 routes, the 3999's show 19 of the routes are carried by the carriers within 10 minutes of their base time.
- 14) No carrier has requested a 271g to address an overburdened route.
- 15) The union has provided no documentation, such as clockrings, to support its argument. There are 3999's in the case file which show the routes were adjusted as near eight hours as possible.
- 16) Section 911.2 of the M-41 states: *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.* Routes were adjusted as close to 8 hours as possible given an accumulation of all relevant data, according to the M-39 and M-41 Handbooks. The case file includes 1840 Reverses for each route in the installation which show adjusted assignments after the transfer of territory of 8 hours, or as close to 8 hours as possible. Office times are determined by daily volume. The inclusion of Workhour/ Workload Reports by the union for the month of November and

December do not apply. Carriers were still learning their new case labels in November, and December mail volume is inflated due to the Christmas Holiday. Office times used to evaluate the routes were derived from the average office times on the 1840's, per the M-39 Handbook.

- 17) Territory has been shifted between carriers during the adjustment process, so time values for any shifted territory is no longer applicable using the work methods of the old carrier. Attempting to guess exactly how much time territory will be worth to a newly assigned carrier is impossible. The union's contention that current or post-implementation data proves routes were not fairly adjusted to 8 hours does not apply, since there was no way of knowing prior to territory being shifted how long the shifted territory would take for the newly assigned carrier.
- 18) Additionally, the case file includes a list of post-implementation 3999's performed with carriers on their new territory. This data shows that on 19 of the 24 routes, carriers are able to carry the street portions of their routes within 10 minutes of their base street times or under while being observed by a route examiner. The five routes over this were: 1001, 11 minutes over on 3/6/13; 1004, 13 minutes over on 11/20/12; 1005, 12 minutes over on 12/5/12; 1014, 15 minutes over on 11/28/12; and 1050, carrier not available for 3999. All routes except 01050 in the zone have shown they can carry the street portions of their routes within 15 minutes of their evaluated street times. This is directly contrary to the union's allegation that routes were not adjusted as close to eight hours as possible.
- 19) Management did not violate Section 222.214 of the M-39. 1838C's for the week of inspection were filled out by the carriers, except on their Days of Inspection. The carriers in this unit were advised not to change line item entries by their union leader prior to the week of inspection, in spite of team leaders advising that some line items were erroneous. Line item corrections have to be made when errors occur, or when times allocated to those line items are incorrect.
- 20) All line item adjustments in the zone were performed within the guidelines of 242.212, which states: *Using basic knowledge of work functions and the day of inspection as a guide, along with comments and suggestions of the route examiner, the manager must determine if the entries recorded on lines 14 through 21 on Form 1838 truly represent the times required to efficiently perform these duties. After all pertinent data have been evaluated, enter representative time where appropriate in line provided on the lower left portion of Form 1840. This information is then used in arriving at total office time adjustments.* Documented appropriate comments were made to support time reductions. Safety talks in the unit are normally credited 5 minutes per week. Other line item reductions are supported with appropriate reasoning for the adjustment, which is included in the case file.

- 21) Management did not violate Section 241.35. Time records for carriers were accurately recorded to Form 1840 for the week of inspection. Additionally, carriers were asked to review information on their 1840's comment on time entries and errors during their 1840 consultations.
- 22) Management did not violate Section 241.4, which says: *A completed copy of the front of Form 1840 – reflecting totals and averages from Form 1838, day of inspection date, route examiner's comments, and analysis of office work functions and actual time recordings – will be furnished the carrier at least 1 day in advance of consultation. Completed copies of Form 1838 will be given to the carrier at least 5 calendar days prior to consultation.* According to the union's own contentions, these timelines were met in regards to times forms were provided to carriers prior to consultation. The case file includes required consultations for the zone per the M-39 Handbook. Consultations were completed prior to implementation in the zone, and errors and corrections still had time to be considered and performed.
- 23) Management did not violate 243.232 which says:

To determine the territory to be transferred to or from any route consider that:

- a. Scheme changes should be kept to a minimum and simplified where possible.*
- b. Routes should be compact, avoiding dog-legs and should not cross ZIP Code boundaries except in unusual circumstances.*
- c. Routes should begin and end as near as possible to the delivery unit or transportation.*
- d. Excessive retracing or deadheading should be avoided.*
- e. Adjustments should be made so that future growth may be absorbed by auxiliary routes.*
- f. Variations in territory, mail volume and methods of delivery will affect the final adjustment.*

Routes were adjusted to minimize scheme changes as much as possible. The union has failed to prove that management attempted to maximize scheme changes. In order to meet other requirements of 243.232, such as keeping routes compact, as well as the necessity to add and remove territory from routes in the zone in order to make route assignments as close to 8 hours as possible, naturally means that territory will be moved in the zone. Any portion of any street that is moved between routes results in a scheme change. Even a route that is evaluated at 8 hours exactly may have territory moves during an adjustment due to surrounding routes being out of adjustment. Territory in this zone was moved in such a way as to meet all the requirements of 243.232 while making route assignments as close to 8

hours as possible. Implying that management went out of their way to make more scheme changes than necessary is unfounded and baseless

- 24) Management did not violate M-01661 COR Agreement. Carriers in the zone were provided PS Form 1840 Reverses with all street time adjustments made by COR prior to their final consultations. The final consultations were specifically about proposed territory adjustments, new route evaluated times, and street time adjustments listed on these 1840 Reverses. If the carriers had time to review the forms, and were subsequently consulted with about the forms, then how can the union now contend that street adjustments were not covered in consultations? The actual 1840 Reverses have all the information on them.

Travel times were validated by the COR team performing the adjustment. All travel time was validated using either 3999's, Google Maps, or a physical verification. When travel times generated by COR were found to be inaccurate, those times were manually adjusted and comments were made in the Allied Time Comments in the COR program per the COR Adjustment Manual.

- 25) Management had no prior goal to eliminate routes in this zone. The only goal of the Route Count and Inspection was to adjust routes as close to eight hours per day as possible given the decline in mail volume and current conditions of the routes and their carriers. The case file includes 1840 B's, 1840's, 1840 Reverses, and 3999's all supporting the ultimate evaluated times and adjustments. All routes' final times are as close to eight hours as possible. Returning routes to the way they used to be would actually make them further from 8 hour assignments, which would violate Chapter 2 of the M-39 and Chapter 9 of the M-41 Handbooks.

Testimony of Scott Coon and Beverly Loyd:

Postal Service witness Scott Michael Coon testified that he is the Postmaster in Mansfield, detailed to OPS. He was the Formal A representative on this grievance. This route inspection was not about MIRAP or JRAP. Those are separate processes. Mr. Coon testified that he has had training on the adjustment side of COR. He went to national COR training. He wrote the Postal Service's Formal A contentions (see above). The routes have been adjusted to between 7:45 and 8:15. For route 1, the 1840-R is on p. 962. This is the actual evaluation of the route from the week of the count and inspection. EXR is the existing route as it was inspected. ADJ is the route after COR optimized it. Relays were combined to improve efficiency. The satchel should be filled up. The Old Relay is where it was when they did the 3999. The ADJ Rte is the route after the changes. Routes were adjusted to as near 8 hours as possible. The total time of the adjusted route is 7:57 (office time 1:38; Street time 6:19) (p. 967). The period in which to adjust routes is September – May, excluding December. December is not used to adjust anything. June, July and August are also not used. These months are not used because they are not representative. It

typically takes a carrier 4 weeks to learn a new route. The Workhour/Workload Report on page 1125 covers the period 11/3/2012 through 1/11/2013. The route adjustments here took place on 11/3/2012. Thirty days would bring us to 12/3/2012. December doesn't count. So there are ten to eleven usable days in this report. The time period does not reflect normal mail conditions. Mr. Coon said, as he argued in his contentions, that territory has been shifted between carriers during the adjustment process, so time values for any shifted territory is no longer applicable using the work methods of the old carrier. Attempting to guess exactly how much time territory will be worth to a newly assigned carrier is impossible. The union's contention that current or post-implementation data proves routes were not fairly adjusted to 8 hours does not apply, since there was no way of knowing prior to territory being shifted how long the shifted territory would take for the newly assigned carrier. It is the 3999's after the adjustment that need to be used to get time values based on the new carrier. As Mr. Coon argued at Formal A, the post-implementation 3999's performed with the carriers on their new territory show that on 19 of the 24 routes, carriers are able to carry the street portions of their routes within 10 minutes of their base street times or under while being observed by a route examiner. This is directly contrary to the union's point that routes were not adjusted as close to eight hours as possible.

Mr. Coon said that prior to the inspection, management met with the local union. There was major disagreement between management and the union during the previous inspection. This inspection started all over. Mr. Coon said that he spoke with the shop stewards (Dennis Burns, Elizabeth Osborne) and the postmaster (Sharon) about line items and how they should be credited. Dennis Burns told the carriers not to change line items during the inspection. Carriers would not move their line items. Management did make some changes. They made an adjustment to the safety talk time. Normally, five minutes is credited for a safety talk. Their safety talk went beyond that to seven minutes. The guidelines are not to exceed five minutes. So a seven minute safety talk is not reoccurring. Consistent with M-39 242.212 (*Using basic knowledge of work functions and the day of inspection as a guide, along with comments and suggestions of the route examiner, the manager must determine if the entries recorded on lines 14 through 21 on Form 1838 truly represent the times required to efficiently perform these duties. After all pertinent data have been evaluated, enter representative time where appropriate in line provided on the lower left portion of Form 1840. This information is then used in arriving at total office time adjustments.*) An example of the changes made is on page 39, for route 001: *On Monday, 9/10/2012, the carrier used 21b for bringing mail to the throwback case right before the AM break and 21 c for hotcase activity. 1 minute will be moved from Line 21 to Line 15 so that the Line numbers are put to proper use. Also on Monday, 9/10/2012, the carrier used 5 minutes on Line 21e for completing a 3996. 3 other days during the WOI, the carrier used 2 minutes to complete the 3996. Line 21 will be reduced 3 minutes to reflect carrier's WOI demonstrated performance. On Friday, 9/14/2012, the carrier used 21b for bringing mail to the throwback case right before the AM break and 21c for hotcase activity. 1 minute will be moved from Line 21 to Line 15 so that the Line numbers are put to proper use. Also on Line 21d, the carrier safety*

talk will be reduced from 7 to 5 minutes to reflect the allowable safety talk time per week. Anything over the five minutes may become a 3996 issue based on day by day workload. Line 21f will be removed because sorting parcels is a street function so 3 minutes will be removed. Consistent with 242.212, management came up with an average for each line item. They did one for every route. They provided it to the carrier at consultations. The carriers were provided with documentation at the consultations with information on the office time and street time calculations. Management can either use data from the 1840 B of the week of inspection or an eight week timecard analysis. (242.321) Waiting time for other reasons, such as talking to a customer or backtracking or a vehicle breakdown, is not included because it is not recurring or necessary. Scanning parcels to the route is clerk work. Carriers are required to deliver mail without backtracking. Parcels should be scanned when delivered. It is not efficient to continually miss mail and backtrack. This should not be re-occurring. Line 20 on the office form is for personal time in the office. That is 5 minutes per day for bathroom, locker, ice chest time. On street time, carriers are allowed personal needs time. It is only taken away in unique circumstances, such as they should have gone in the office or at lunch time. It is street waiting time if the carrier loads his vehicle and then goes to the bathroom. Waiting other time is removed from the carrier's street time. Replenish time or miscellaneous other is not taken from the route. COR only takes relay time and travel time, not waiting time.

Mr. Coon said that he did not personally do the consultations. He provided all the documentation to management to give to the carriers. He followed up with local management that the consultations were done and that all the documentation was given to the carriers. They gave the carriers the 1838C's. The first consultation is an 1840B consultation. They review volumes, street time, assistance and look for anomalies. They see if they can get information from the carriers. A second consultation does an 1838 line item review. At third consultation is an adjustment consultation. The 1840 Reverse is provided to the carriers prior to the final consultation. COR is designed to optimize routes. The routes in the zone were fragmented. There had to be some scheme changes to make the routes as efficient as possible. COR is visual. COR doesn't say how to validate travel to, travel from and travel within. They mostly used Google maps.

242.344 does not require re-inspection of a route for waiting time. If a carrier failed to finger mail, then the whole route would have expanded street time and management would be required to correct it. The carriers had an opportunity to consult with local management about their adjustments. Their input was considered.

Mr. Coon said that management can't do a final consultation until they have a proposed adjustment. They include all proposed adjustments in the consultation. The adjustment is done by actually moving the territory. Adjustments could still be made to proposed route adjustments until November 3rd. Mr. Coon did not recall making any changes to the adjustments after the consultations were done. They did

these adjustments because the routes were out of adjustment, mostly short of eight hours. Carriers are required to do 8 hours work for 8 hours pay. Management is required to do a consultation with the regular carrier on the route. If the regular carrier is not available, they can designate a regular, the T-6, or a steward.

On cross examination, Mr. Coon said he was not in Monroe during the week of inspection. He did not do the evaluations. The people who did the evaluations work for Operations. The evaluations were done by Operations and local management. Operations is based in New Orleans. EXR is a term on the 1840 Reverse which is the route as it looked during the week of inspection. ADJ is the adjusted time after COR does its computer magic and predicts what the route will look like after the proposed adjustment. To calculate travel time changes, they used GEO mapping, which is an estimate made from GPS points. It predicts what the route will look like. It is part of the COR proposal. Following the adjustment, they validate the time. They used Google to do so, not 3999's.

The stand up talk on safety took 7 minutes. They deducted 2 minutes because the safety talk should be 5 minutes. There is nothing in the Handbook that says a safety talk must be no longer than five minutes. Carriers have a right to go to the restroom in the office. They have the right to travel to a restroom on the route. That time is not deducted. But after a carrier loads his vehicle, if before he goes out on the street he uses time for a restroom break, this time would be deducted from the route.

Mr. Coon acknowledged that a carrier cannot be required to carry in his satchel anything larger than a shoe box or over two pounds. A carrier cannot be required to carry a parcel if it doesn't fit in the satchel. Mr. Coon acknowledged that a carrier had time deducted because of the delivery of a parcel. If the parcel would fit in his bag, time would be deducted. The comment that the carrier backtracked to deliver the parcel shows that it should have been in his satchel. The carrier would get time to deliver the parcel if it doesn't fit in his satchel.

Mr. Coon said that the COR agreement does not require a particular method for validating the adjustments that were made. A work function that needed to be done that is non-reoccurring is classified as waiting time, other, like deviating for Express Mail. Mr. Coon said that a function would be re-occurring if it occurred three times a week or more. The NALC disagreed, saying it was re-occurring if it occurred once a week or more according to a settlement agreement. Mr. Coon said his rule of thumb was three times a week or more and that was a reasonable assessment.

On redirect, Mr. Coon said that he had dialogue with the Postmaster and the Station Manager throughout the route adjustment process. A safety talk running over by two minutes would not be a re-occurring thing. There is a national bank of safety talks, which run between three and five minutes. The base minimum time is given to the carrier on a daily basis. For example, five minutes in the morning for personal needs is built into the time whether the carrier uses it or not. If a carrier

told management that he had an Express Mail every day, they would have to put that time back into the route. They did validate travel to, travel from, and travel within times using Google. The settlement does not say what process is required to be used to validate the times. All the travel time changes were validated. After the adjustments have been put in place, the territory moved needs a street time associated with the new carrier. They do a 3999 and sometimes a 1838C. Office time in the adjustment process is just based on volume. When a carrier has a time credit more than the base minimum, the carrier is entitled to the actual time. Route 1 was adjusted to 7:57 (page 962), as close to 8 hours as possible.

The Postal Service's second witness was Beverly Loyd. Ms. Loyd testified that as Manager of Customer Service, she was acting supervisor for the delivery zone. She did all the consultations with the carriers. She told the carriers to write their comments. She considered their feedback. She did two consultations with each carrier. The first one was before they got the 1840 Reverse that shows the adjustments. She did a second consultation when they received their 1840 Reverse. She received comments by the carrier. They discussed what was added and taken away and the relays. Some of the carriers said that they wanted input on their travel. Some were concerned about park points on their route and about their satchel being too heavy. OPS came in and did 3999's. She can't remember if they made adjustments after that. The carriers had their paperwork prior to the consultations.

On cross examination, Ms. Loyd said that she has worked for the Postal Service for 28 years. She worked as a carrier for 19 years. All the years were in Monroe. She gets along with the carriers pretty well and has a good working relationship with them. She does not recall being required to give discipline to the carriers during the route inspections. Carrier Pam Blackman had unsatisfactory performance during the week of inspection. She made the decision to issue a Letter of Warning to her. She did not write the comments on page 39. Those comments were written by OPS and given to her for consultations. The comment documents were all prepared by Operations. She gave the carrier the comment documents at the consultation. She gave the comments on page 565 about the need to correct deficiencies immediately to the carrier on the day that they met. It was based on what occurred the previous day. It was prepared for her by someone else. Other comments on carriers' deficiencies (page 609, 772, 897, 940) were also prepared by someone else and given to the carriers by herself. A carrier must deliver every piece of mail every day. That is the required rule to be followed at this station. It has been so for many years. She consulted with all of the carriers. She received feedback on the travel adjustments. She can't recall if any changes were made in the proposed adjustments after the consultations. She cannot recall what changes were made.

On redirect, Manager Loyd said that she informed the route 7 carrier on page 565 that he had to correct the deficiencies as noted in the comments. She discussed the items with the carrier. This was a job discussion, not an M-39 consultation. All of the discussions referenced above (page 609, 772, 897, 940) were job discussions, not consultations. The documents with the comments on the 1838 Line Item Review

were given to the carrier during the first consultation. A second consultation was done for the 1840 Reverses.

Arguments in the Postal Service's Brief:

The grievance file contains completed PS Forms 1838C, 1838, 1840 and 1840R that display data derived from the count and inspection for each route within the Monroe installation. At pages 943 and 944, route adjustment summaries prior to adjustment and post adjustment provide a snapshot of the time each route evaluated to during the week of inspection and the adjusted route times following adjustment. Page 944 clearly displays the majority of the routes at Monroe with less than 8 hours of work prior to adjustment and following adjustment each route displays that it was adjusted to a range of 7:45 to 8:15. City Route 2 was absorbed and City Route 18 became an auxiliary route. We note that page 943 shows the following adjusted times for each route: C001 (7:57); C002 (-00:01); C003 (8:03); C004 (8:05); C005 (7:58); C007 (7:58); C009(8:05); C011(7:58); C014 (8:02); C015 (7:58); C016 (7:57); C018 (4:52); C019 (8:05); C021 (8:01); C022 (7:55); C024 (7:57); C027 (8:02); C032 (8:03); C033 (8:00); C039 (8:01); C050 (8:01); C051 (8:03); C054 (8:04); C064 (8:00); C071 (8:02).

Mr. Burns noted during his testimony the statements from carriers contained in the case file, testifying that the routes in Monroe were not adjusted to as near to 8 hours per day as required by the M-39. Mr. Burns' reliance on the actual adjusted route times was gleaned from his testimony to the post adjustment route inspections found on pages 1219 - 1410. A review of these forms shows that the data contained on each of them are for a period of time of only one day. When determining the evaluated time of a route following adjustment, a one day 3999 is not enough data to determine the actual true adjusted route time. The post adjustment 3999's contain no office time data from the day of these post adjustment inspections. There are also no clock rings for the days of the post adjustment inspections, which could shed some light on the amount of office time used. The union turned to the data on page 1125, for the period of time from November 3, 2012 through January 3, 2013. The data on this document consists of 50% from the first 4 weeks following adjustment and 50% for the month of December. Carriers have a period of between 4 - 6 weeks following adjustment learning their new line of travel, CFS and case configuration. Carrier's rate of productivity following adjustment both in the office and on the street are exaggerated due to the learning curve. December data is never used for route adjustment purposes or evaluation purposes due to the holiday volumes.

There is no evidence contained within this massive case file that displays how much office and street time were dedicated to any route. There is no evidence that displays that the routes, as adjusted, are more or less than 8-hour routes. Moreover, the union failed to present any carrier for testimony regarding the current average amount of time it might take to complete his/her route.

1838C's for the week of inspection were filled out by the carriers, except on their Days of Inspection. As Scott Coon testified, prior to the commencement of the inspection, Mr. Coon met with the local union leadership, Dennis Burns, in an effort to ensure the count and inspection process would follow the provisions of Chapter 2 of the M-39. Coon was notified by Burns that the union had conducted a meeting with the carriers and each carrier was advised by the union not to change line item entries if they were found to be inaccurate or erroneous by management. Line item corrections must be made when errors occur, or when times allocated to those line items are incorrect. Management during the week of inspection and at consultations notified carriers of corrections to erroneous line items found on completed PS Form 1838C's. The reasons for deductions were clearly noted, as required by 242.212. Contrary to the union's belief, management is required to make line item adjustments where necessary and supported. All line item adjustments in the zone were performed within the above guidelines, with documented appropriate comments made to support those reductions contained in the grievance file. (see pages 39-71).

Much testimony was dedicated to the deduction in office time credit for the weekly Safety Talk. It is undisputed that management is required to give a 5-minute safety talk weekly. Also undisputed is the fact that safety talks are typically less than 5-minutes. A 7-minute safety talk is not of a recurring nature. During the week of inspection, the safety talk was 7 minutes. If deducting 2 minutes were found to be a violation, since office time is based on a 6-day average less deductions, 2 minutes divided by 6 days equals 20 seconds per day. This 20 second violation would be *de minimus*.

Management's reasons for selecting the street time is clearly documented on the 1840 Reverses included in the case file and on the consultation summaries provided to each carrier and contained in the case file. In no case is the reason for the street time selected due to being the "lowest" street time (in conformance with 242.322). The fact that some street times selected for the zone are not the lowest times also directly contradicts the union's assertion that this was the sole criterion used in selecting street times. While 1840 B's (8-week analysis) for each route are not contained in the case file, it is not uncommon to find errors on the 1840B analysis due to clocking errors. Without the benefit of 1840B data, the union's argument is unsupported.

The union says that management violated Sections 242.321 and 242.344 when adjustments to street time credit were made without the benefit of reinspection. (242.344 *If during the route inspection, the supervisor notes that the letter carrier fails properly to finger mail or to take proper short cuts, and that those failures were sufficient enough to warrant a time adjustment for the route, a reinspection will be made after the letter carrier has been instructed regarding the proper procedures to be used. Every effort will be made to conduct such reinspection prior to the implementation of the adjustments in the delivery unit.*) The key word here is *sufficient*. When any carrier's performance is so bad and it continues throughout the

day, unabated to the point where it influences the route's evaluated time, as testified to by Mr. Coon, management would re-inspect. Items such as failing to finger mail during delivery on park & loop routes are difficult to assess time values to without the benefit of re-inspection. However, when a carrier back-tracks for a missed parcel, for example, the time it took the carrier to back-track is easily identifiable and recordable. Hence when carrier failures are *sufficient enough to warrant a time adjustment*, management must re-inspect either prior to or post adjustment. The language clearly indicates that management must be able to put an accurate time value on the inefficiencies before such deductions can be made, but where management cannot determine the associated time, such deductions must be met with re-inspection to be valid. None of the deductions made to carrier street time were deductions that could not be validated as they occurred. Thus, these deductions do not meet the criteria specified in 242.244. The street time adjustments made during the week of inspection in Monroe were not *sufficient enough to warrant a reinspection*.

Street time deductions that were made were compounded by carrier inefficiencies, which are not expected to be of a recurring nature. Carriers are instructed to sort mail accurately. When mail is not sorted accurately in the office, it causes the carrier to back-track to effect delivery on the street. Backtracking is inefficient, especially since it is the carrier who controls the sequence of deliverable mail. Carriers are also required to carry with them on park and loop areas, packages of less than 2 pounds and smaller than a shoe box. The requirement is that carriers deliver packages as they deliver within their line of travel. When a carrier misses a package or fails to take a small parcel with them on a park and loop, and has to back track, he/she is inefficient and time credit for inefficiency is not required by the M-39. Finally, carriers are required to scan parcels and MSP points as they occur on the delivery sequence of the route. Backtracking for a missed scan is inefficient and time credit for inefficiency is not required by the provisions of the M-39.

Time adjusted for restroom breaks were within the parameters of the M-39. Carriers receive personal time on office credit as a "flat rate." Mr. Coon noted that the carrier who moved to street time as he was leaving the office for delivery, loaded his vehicle, and then returned to the office for a comfort stop. The carrier had already been provided the "flat rate" line 20 time in the office. By taking a comfort stop immediately after clocking to street time, the carrier is adding time to his route's evaluation. All adjustments to street time were accurately documented and discussed during consultation.

Mr. Burns' rendition of "Miscellaneous Time" and "Waiting Time Deductions" from 3999's during the week of inspection is meritless. Management did not reduce street times based on "Miscellaneous Time", as Mr. Coon testified. "Miscellaneous Time", which includes the time to move trays of mail during the street portion of the workday, remained included in the evaluated time of each route. Street Waiting Time, where documented and non-recurring were properly deducted. The math

matching the Street Waiting Time were the only deductions made from the 3999 to the 1840 to the 1840R.

The selected street time for adjustment to Route 1, on which Mr. Burns focused his testimony, was 1840B time (8-week analysis), not Date of Inspection. Where management selected 1840B time for adjustment, any adjustments to street time during the week of inspection, whether on the DOI or as a secondary inspection, and whether Miscellaneous Time or Street Waiting time deductions, are inconsequential, as 1840B time is simply the average time the regular carrier used to carry the route over an 8 week period of time. No examiner is present during the 8 week period. Since the file contains no 1840 B's it cannot be proven that any adjustments were made to the selected street time of any route which was adjusted to 1840B time.

Consultations were conducted. Beverly Loyd testified that she conducted at least two consultations with each carrier prior to adjustment. She provided each carrier with a written explanation for each deduction, copies of the 1838C, 1838, 1840, and 1840R during these consultations. Carriers had the opportunity to review the data for their assigned route and to discuss concerns with management during consultation. The carrier statements contained in the case file do not indicate that any carrier did not have opportunity for input. Each statement reveals that the carriers all received copies of the front of PS Form 1840 and 1838's. Management listened to and put into place the carrier suggestions, whether those suggestions were clock ring errors, skipped breaks, line of travel, territory, etc. There is no requirement that consultations be completed in a private setting. The union has not proven consultations did not occur; they have not proven that the documents required to be provided to the carriers in advance of consultation were not provided as required by the M-39; and they have not proven that the carriers did not have opportunity for input.

There is no language in the M-39 that requires two consultations be completed, as alleged by the union. The union's contention that management determined the adjustments prior to consultation is unconvincing. In the spirit of producing an efficient adjustment, Ms. Loyd kept carriers informed and solicited input from them via more than the required one consultation Ms. Loyd testified that the first consultation was concerning the data contained on the 1838's and the 1840. The adjustment consultation followed in late October. While the M-39 does not require two consultations, management must first determine the evaluated office and street time and then determine what territory, if any, will be transferred. Because COR is used as an adjustment tool in this phase, it is not until preliminary territory adjustments are inputted into COR that a determination can be made as to what the adjustment will look like. COR is a mapping application that makes street time efficient by suggesting the most efficient line of travel and consolidation of park points. Once the preliminary data is loaded into COR, COR produces a PS Form 1840R. Then and only then does management have an opportunity to discuss preliminary territorial adjustments with each carrier. 243.11 does not say that the 1840R must be completed prior to consultations. PS Form 1840 and 1840R are two

separate and distinctly different forms. The M-39 clearly spells out that the 1840 is generated prior to consultations. The 1840R is not generated until consultations have occurred (see 241.4: *A completed copy of the front of Form 1840 – reflecting totals and averages from Forms 1838, day of inspection data, route examiner's comments, and analysis of office work functions and actual time recordings- will be furnished the carrier at least 1 day in advance of consultation. Completed copies of Form 1838 will be given to the carrier at least 5-calendar days prior to consultation.*) Ms. Loyd testified that she shared with each employee the results of their inspection data. Documentation was provided timely to each carrier so that they would have time to review prior to consultation. Management also provided to each carrier a written document outlining any office or street time deductions and the reasons therefore. Carriers provided input in writing on their 1840 and shared their concerns with management. Ms. Loyd testified without rebuttal that she considered all comments and suggestions made by carriers. Because some suggestions were not implemented does not mean that they were not considered.

Prior adjustments in the unit resulted in routes that crossed territory. Ms. Loyd testified that prior to adjustment, many routes were "chopped up". Adjustments were made to square territory, prevent routes from crossing each other, ease safety concerns and to adjust routes to as near 8 hours as possible. To now propose, as the union suggests, to undo these adjustments would result in double the amount of scheme changes that initially occurred. The territorial changes did result in scheme changes, which are the nature of route adjustments. The union failed to display what adjustments could have been made which would have resulted in the creation of 8-hour routes with fewer scheme changes.

Finally, the union says that management failed to abide by the national level settlement, M-01661, Q01N-4Q-C 05022605 on COR when they made route adjustments in Monroe using the COR program. The union asserts that utilization of Google Maps is not within the parameters of the COR settlement. The COR settlement agreement requires only that management validate changes in *travel to*, *travel from* and *travel within* times where those times are changed via adjustment. The settlement agreement provides no rigid method of validation. It does not say that the validation must be made by riding with the carrier. In fact, during JRAP, MiRAP and IRAP, in which Mr. Burns participated, the jointly accepted mapping tool utilized by the parties to validate travel was Google Maps. COR is a mapping program that has been jointly approved by the parties at the national level.

Mr. Coon testified that COR provides at the last pages of the completed PS Form 1840R any adjustments to *travel to*, *travel from* and *travel within* (EXR:ADJ line items). Each carrier was provided his/her 1840R prior to adjustment. Therefore, any claim that documentation regarding adjustments to travel time(s) was not provided is without value.

The union favors the post adjustment data from November 2012 and the month of December 2012, emphasizing that each route at Monroe is adjusted to over 8 hours

per day. Bargaining history and the provisions of the M-39 establish that carriers must have a sufficient amount of time to learn a route following adjustment and that no data from the month of December may be used to adjust routes. The data pointed to by the union does not accurately display the results of the route adjustments because carriers were not accustomed to and proficient in their newly realigned routes and 50% of the data relied upon is from the month of December.

Management and the union stipulated that if called, Elizabeth Osborne, shop steward, would testify that the write ups in Jt. X 2, pages 86 - 114, reflect a summary of what the NALC believe to be a violation of the contract on each route. Ms. Osborne, during investigation, formulated opinions of the adjustment process and wrote and typed up statements contained within the grievance file alleging inconsistencies in the inspection and adjustment process for each route. While Osborne may have testified to her findings, such testimony is only her opinion. Any reliance on any statement received by Osborne or Burns from any carrier is hearsay and inadmissible. The union had the opportunity to have any carrier assigned to Monroe testify at this hearing. They chose not to do so. The testimony from management's witnesses Coon and Loyd went unchallenged.

As can be seen from the data contained in the file and the dialogue Manager Loyd had with each carrier during consultation, the street time selected here (based on either inspection times or times for the prior 7 week random timecard analysis and the ensuing week) was based on the most representative time available and the conversation with each carrier. This did not violate 242.212 which says only that the lower of the two sets of data cannot be selected solely on the basis that it was the lower number.

The union's allegations about the time disallowances during the week of inspection, whether they occurred in the office or on street time, are *de minimus* in nature given the fact that it takes at least a 6-minute deduction on the day of inspection to make a 1 minute difference in Week of Inspection evaluated route time. It takes a 40 minute deduction on the 1840B to make a 1 minute variance in route adjustment time. If management adjusted the route using 1840B time, then any argument as to any street time deductions is totally worthless. Management properly deducted time for the valuations based on carrier inefficiency and/or non-recurring events. Management has a right and obligation via Article 3 to expect carriers to perform efficiently.

While Mr. Burns testified that management reduced evaluated street time by removing Miscellaneous time, he is incorrect. The time it takes to do recurring tasks generally falls under Miscellaneous Time. In no instance did management reduce any route's street time for Miscellaneous time. Non-Recurring items are not credited to a route's evaluated time and are typically recorded as line 22 items in the office or Street Waiting time. The reduction of evaluated street time for non-recurring issues is authorized and required by the M-39 at Section 222.216. It would be inefficient if management were to credit street waiting time and carrier inefficiencies such as

back-tracking for missed scans or parcels or a lengthy conversation with customer concerning non-postal related issues to a route's evaluated time. While the occasional missed parcel delivery occurs, it is not expected to reoccur on a daily basis. Carriers are required to work in an efficient manner. Management is required by 222.216 to eliminate credit to evaluated route time for inefficiencies noted by qualified route examiners.

The union and management agree that the route adjustment process is not intended to be an exact science. We further agree that a route that is adjusted to 7:45 – 8:15 on average is considered an "8 hour route." Mr. Burns stated on direct examination that overtime is not being used in Monroe. This testimony would lead to the belief that the routes in Monroe were and continue to be adjusted to as near 8 hours as possible in accordance with the provisions of Chapter 2 of the M-39, especially since the union presented no documentation or witnesses to testify to the contrary.

This grievance should be denied in its entirety.

DISCUSSION OF THE REMEDY:

Position of the Union:

The Union, at Step B, requested the following remedy:

1. Management cease and desist violating M-39 Handbook Sections and M-41 Handbook Sections via Article 19 of the National Agreement in the Monroe, LA installation in the future.
2. Management ceases and desists violating the national level settlement (M-01661, Q01N-4Q-C 05022605) on COR in the Monroe, LA installation in the future.
3. All routes be immediately returned to the status they were in prior to the route adjustment, or if this is no longer feasible, that all routes be adjusted to as near eight hours of work per day as possible for the regular Letter Carrier assigned to each route at the Monroe, LA installation 71201 Zone.
4. To serve as an incentive for future compliance, each Letter Carrier in the Monroe, LA 71201 Zone be paid \$25.00 per calendar day from November 3, 2012 (date of implementation) until all routes are returned to the status they were prior to the route adjustment, or until all routes are adjusted to as near eight hours of work per day as possible for the Regular Letter Carrier assigned to each route and/or any other remedy the Step B team or an arbitrator deems appropriate.

In its brief, the Union repeats each requested remedy and adds some explanation for each.

1. The brief adds to 1. stated above: The NALC believes that the remedy requested here would be to require the Louisiana District, who had oversight responsibility, to cease and desist from violating the Mail Count, Route Inspection, Evaluation and Adjustment process.
2. The brief adds to 2 stated above: The remedy requested here would be to require the Louisiana District, who had oversight responsibility, to cease and desist from violating the National Level COR settlement.
3. The brief adds to 3. stated above: The Union's requested remedy sought that the routes be returned to the status quo ante, however, their request recognizes that this request might not be a possibility, so we seek that the arbitrator grant the underlined portion of the remedy.
4. The brief adds to 4. Stated above: The above remedy was prepared by the local union early in the process. The dollar figure requested is in fact premised on the average tenured letter carrier earning about \$25.00 per hour, therefore, we ask you to award the equivalent to an hour's pay for each day that a carrier was required to work an hour on his/her overburdened route.

Alternatively, the arbitrator may instruct the parties to calculate the amount of time that each route was overburdened by review of actual clock rings following the adjustment so as to determine the amount of hours of straight time pay for each affected letter carrier.

We also ask the arbitrator to further fashion any additional remedy that she believes is in fact appropriate.

Position of the Postal Service:

The Postal Service argues that in this case, management has shown that the adjustments that are in effect at Monroe resulted in routes that are as close to 8 hours on a daily basis as possible. The union has presented no witness to support the current time structure of their adjusted route. Management's actions in adjusting the routes at Monroe were not arbitrary or capricious. Management engaged in dialogue with each carrier during inspection and prior to adjustment. Management continued to review the adjustments after they took effect and where necessary made minor adjustment where their calculations were not exactly on the money. The M-39 does not contemplate that formal, full-unit adjustments be always on the spot. Anytime territory moves, the abilities of the carrier who was inspected cannot be compared to the carrier that receives the transferred territory. M-39

Section 271 provides policy on special route adjustments in the event a route grows out of adjustment or becomes mis-adjusted as the result of a newly appointed bid carrier. The provisions of Chapter 1 of the M-39 provide for minor adjustments of routes and those types of adjustments typically impact only a handful of routes at a time. Monroe's routes had not seen formal inspections since 2001 and had, prior to the great economic downslide, experienced growth. Minor adjustments and the "RAP" process have taken place from 2008 through 2011. The sheer number of minor adjustments over that sustained period of time resulted in inefficiencies, including but not limited to routes crossing territory, deadheading and poorly laid out travel patterns. The formal adjustments of 2012 remedied these inefficiencies. Article 3 of the National Agreement requires management to maintain the efficiency of the organization.

The union's suggestion that the routes be placed back in the shape they were in prior to adjustment makes no economic sense. Page 944 of the Joint package shows the total evaluated route time of each route at Monroe prior to adjustment, with the majority of the routes in the work unit evaluated on average at 7 hours per day. To return the routes to their prior status would result in carriers having less than 8 hours of work, but receiving 8 hours of pay per day. Such a remedy would also result in a reduction of productivity and be wasteful. If the adjustments implemented in 2012 are "undone" via an arbitration decision, such a decision would not be in compliance with the provisions of the M-39, which provides that routes be adjusted to as near 8 hours on a daily basis as possible.

The union, through the testimony provided and the plethora of data contained in the grievance file, has not shown that any carrier was harmed by these route adjustments. Carriers are expected to provide 8 hours of work for 8 hours of pay, which is why the Postal Service chose to adjust their routes to as near to 8 hours on a daily basis as possible.

CONCLUSIONS:

We must conclude that the Union has borne its burden of proof to show that management violated Chapter 2 of the M-39 Handbook and Ch. 9 of the M-41 Handbook via Article 19 of the National Agreement by improperly evaluating route count and inspection data and implementing improper route adjustments in the Monroe, LA 71201 zone. This conclusion is based on the following evidence of procedural violations of the requirements of Chapter 2 of the M-39 Handbook presented by the union and unrebutted by the Postal Service:

1. The record does not reflect that any re-inspections were done even where time adjustments were made for routes based on comments that the letter carrier failed to take proper short cuts or to properly handle the mail and were corrected for those alleged failures. The Postal Service has made no claims to have done any re-inspections, prior to the adjustments, after correcting carriers on their routes.(242.344).

2. Management did deduct carriers' actual time on their routes by using such terms as "demonstrated performance" and then assuming that the carrier could have worked at the lower time every day. There are no comments setting forth the reasons for the conclusion that less than the average actual time recorded is sufficient for the carrier to perform that function. (222.214) The Postal Service did not point to any such explanatory comments. The times were often unilaterally deducted by management to the base minimum time and not the actual time it took the carriers to perform the line item function.
3. Manager Loyd testified that she provided carrier forms (1838 and 1840) to the carriers at their consultations. Sections 242.321 and 242.344 require providing *a completed copy of the front of Form 1840- reflecting totals and averages from Forms 1838, day of inspection data, route examiner's comments and analysis of office work functions and actual time recordings-...at least 1 day in advance of consultation and completed copies of Form 1838at least 5 calendar days prior to consultation.* (underlining added) A cease and desist decision related to this matter was issued by the Step B team for failing to provide Form 1838C to city carriers in a timely matter.
4. Most persuasively, all of the COR adjustments were made prior to the carrier consultations, as reflected by the COR reports and the new case labels. All COR Reports are dated October 25, 2012. The new labels are dated October 26, 2012. The carrier consultations occurred during the time frame of October 26 – 30, 2012. Management sent in all adjustments to AMS for labels and route changes on October 25, 2012. This is the same date some carriers were receiving their PS Form 1840 R for the first time. Management's documentation clearly shows all carriers received a consultation after October 25, 2012, the date the adjustments were made in COR for the Monroe installation. This also provides support for the union's allegation that management did not consider the carriers' comments, as required and that management proposed additions and/or relief to city routes without conducting a proper proposed route adjustment consultation with the regular letter carriers assigned to the routes. The Postal Service has not rebutted the allegation that the COR adjustments and labels were made prior to the carrier consultations.
5. Management selected the lower street time (Sections 242.321, 242.322) for 21 out of 25 routes without providing convincing reasons for the selection. This supports the union's contention that management selected the lowest time because it was the lowest time, which violated Sections 242.321 and 242.322.

We further must conclude that the Union has borne its burden of proof on the second issue, that management violated Article 15 of the National Agreement by failing to abide by national level settlement (M-01661, Q01N-4Q-C 05022605) on Carrier Optimal Routing (COR) while making route adjustments in Monroe. We base this conclusion on the fact that management did not properly validate and document the *travel to, travel from, and travel within* each route as per the national level settlement. There are not any documented physical validations. Management acknowledged that they did the validations using Google maps. The COR Agreement clearly states: *No component of the COR program or application of the COR process will be inconsistent with the route inspection, evaluation, or adjustment process found in Chapter 2 of the M-39 Handbook.* It further says that: *Travel To, Travel From, and Travel Within times must be validated, documented and discussed during carrier consultation. The actual time should be taken from the Inspection PS Form 3999, unless a new pattern is created during the route adjustment process. If a new travel pattern has been created, the new times must be validated.* Contrary to the management testimony of Scott Coon, who said that the COR provisions are silent on how to validate travel time to and from a route, the union argues that validation always requires going with the carrier and using Form 3999. The union points to M-39 243.612, which says: *After route adjustments are implemented or when travel patterns are changed on a motorized route, the delivery unit manager or designee must determine the new length of route by using the most practical means: a. Record the correct mileage and travel times on Form 3999. b. Record on Form 3999 the date and name of the individual who certified the new mileage for the route.* 243.613 states: *When route adjustments or changes are implemented, complete a new Form 3999 to reflect the current authorized route travel pattern and schedules, etc.* While these provisions were not explicitly cited in the grievance, they are cited in rebuttal to management's contention that there was no particular method specified on how to validate the *travel to, travel from and travel within* times. The words *must be validated*, above, are clearly meant to be read as requiring the usual form of validation, which was through riding with the carrier and filling out a Form 3999. The instruction that if a new travel time is created, *the new times must be validated*, must be read to mean validated by doing a Form 3999, because that is how the term is understood in M 39, Chapter 2. The union points out that Google does not verify actual drive time and does not take into account all of the variables that a carrier encounters during that drive (see pages 14-15 above).

THE REMEDY:

Having reached these conclusions, based on proven procedural violations of Chapter 2 of the M-39, which support the Union's grievance issues, the problem of a remedy is difficult. It makes no sense at this date to return the routes to the status they were in prior to this route count and inspection. The filing date of this grievance was October 31, 2012. It dealt with the union's specific procedural objections to the way the route count and inspection, performed September 8-14, 2012, was conducted. Our conclusions were based on the demonstration by the Union that the cited procedural objections are supported by the evidence. The

Formal Step A meeting was March 27, 2013. The date received at Step B was April 5, 2013. The Step B decision date, which impassed the grievance, was April 23, 2013.

The appropriate remedy would be to make those changes necessary to ensure that each route is adjusted to as close to eight hours as possible. Yet, in spite of the fact that this record is 1410 pages, we do not have the relevant data to make this determination. The closest thing we have to summary data of the actual total time taken for each route is the DOIS produced Workhour/Workload Report for 11/03/2012 – 01/11/2013, quoted and discussed above (p. 1125), which clearly shows that the routes were overburdened at that time. With only one exception, every route was over 8:15. The average actual total time of the 24 routes was 8:48. Nine routes were over 9:00. The Postal Service objected to this data on the grounds that carriers were still learning their new case labels in November, and December mail volume is inflated due to the Christmas holiday. The Union argues that this objection should be disregarded because it is a new argument, not put forth during the grievance process. But this objection is erroneous because the objection was indeed put forth during the grievance process (see Jt. X 2, p. 32). Management says in its Formal Step A contentions: *The inclusion of Workhour Workload Reports by the union for the month of November and December do not apply. Carrier's were still learning their new case labels in November, and December mail volume is inflated due to the Christmas Holiday.* The Union, in its brief, explains how if one includes the Postal Service's own growth projections, the mail volume in the November 3, 2012 – January 11, 2013 period was still under that volume projected by the Postal Service itself, yet the routes were still overburdened. Since nothing in this grievance nor at the arbitration hearing, concerned analyzing projected growth, and the Postal Service has had no opportunity to consider and respond to this line of analysis, we cannot consider it here.

However, this does not solve our problem in fashioning a remedy. We do not know whether or not the routes are overburdened at this time. If they are, we do not know how much of this deviation from eight hours is explained by the demonstrated procedural errors in the route count and inspection considered here and how much is explained by growth or other factors since that time.

Considering all of the above, the remedy granted in this award is:

- 1) All routes in Monroe, LA shall be adjusted to as near as eight hours as possible within three months of the date of this award. The work of determining and carrying out the necessary adjustments shall begin immediately.
- 2) The Postal Service shall work cooperatively with the Union in determining and carrying out these adjustments.
- 3) The Postal Service in Monroe, LA shall cease and desist from violating the detailed provisions of M-39, Ch. 2 in all future route count and inspections.

- 4) The Postal Service in Monroe, LA shall cease and desist in violating the national level settlement (M-01661, Q01N-4Q-C 05022605) on COR in the future.

We are not directing compensation of individual carriers for being forced to work on overburdened routes, although we did seriously consider the Union's request for this remedy. We are not doing this for several reasons. First, we do not have the data necessary to determine if the routes were overburdened after the November 3, 2012 – January 11, 2013 period, which routes were overburdened, and by how much. Second, we do not have any data to determine how much of any overburdening that exists at this time is attributable to the procedural errors in the route count and inspection that the Union has proven, and how much is due to other factors, like growth. Third, we have had no testimony from individual carriers that their routes were overburdened due to specific violations in the route count and inspection. Fourth, we have had no testimony from individual carriers of harm suffered due to the violations in the route count and inspection. At this time, Individual carriers shall be assured that their routes are adjusted, if necessary, by the terms of this award to as close to eight hours as possible. These adjustments shall be completed within three months of the date of this award.