



STEP B DECISION

"CORRECTED INSTALLATION IN DECISION"

STEP B TEAM:	DECISION:	RESOLVE
USPS REPRESENTATIVE DAVID T. COWARD SR.	USPS GATS #:	K11N-4K-C 14257538
NALC REPRESENTATIVE TONYA L. DETRICK	GRIEVANT:	Class Action
	BRANCH GRIEVANCE #:	74-14-AC08
	BRANCH:	3825
	INSTALLATION:	Germantown
	DELIVERY UNIT:	Germantown
	FINANCE NUMBER:	23-3672
DISTRICT GRIEVING: CAPITAL	STATE:	Maryland
	INCIDENT DATE:	05/23/2014
	INFORMAL STEP A INITIATED:	06/05/2014
FORMAL STEP A:	FORMAL STEP A MEETING:	06/17/2014
USPS REPRESENTATIVE HUGO ALDANA	RECEIVED AT STEP B:	07/10/2014
NALC REPRESENTATIVE AMY CAMPAIN	STEP B DECISION DATE:	08/12/2014
	ISSUE CODE:	15.2000 : 19.2000
	NALC SUBJECT CODE:	100929
	ORIGINAL STEP B RECEIVED DATE:	N/A
	DATE SENT TO ASSISTING TEAM:	N/A

ISSUE: Did Management violate, but not limited to, Articles 15, 19 and/or 30 of the National Agreement inclusive of the Handbook M-41 Section 24 and Chapter 4, the Local Memorandum of Understanding (LMOU) Sections B-1 as well as previous Step B Decisions and local grievance settlements when on May 23, 2014, they limited Carriers to ten (10) minutes for their PM Office Duties, and if so, what is the appropriate remedy?

DECISION: The Dispute Resolution Team has **RESOLVED** this grievance. Based on the documentation contained in the case file, the Team finds a violation of the National Agreement in this instance. Management is instructed to comply with the relevant provisions of the Handbook M-41 Chapters 2 and 4, and the Germantown LMOU as they pertain to PM Office time in order to preclude future similar violations. No other remedy is issued.

EXPLANATION: On May 23rd and 24th, 2014, Management in the Germantown Office announced that City Carriers' would be limited to no more than ten (10) minutes for their PM Office Duties.

The Union advances that this blanket mandate violates the National Agreement encompassing the Handbook M-41 Section 24 and Chapter 4; the LMOU which provides for a PM wash-up time for Carriers' and previous Step B Decisions and local settlements directing similar 'cease and desist' instructions.

Management counters that in accordance with Article 3 Carriers' have been directed to separate their undeliverable mail on the street which means there is no need for more than ten (10) minutes PM Office time.

This case was originally received at the Capital Metro DRT Office on June 23, 2014. The Formal Step A parties sought to have the case Remanded and on June 25, 2014, this Step B Team Remanded the case along with three (3) others.

The local parties' were unable to Resolve this dispute and it was re-appealed to Step B where it was received at the Capital Metro DRT Office on July 10, 2014.

The Union contends that on May 23, 2014, Management gave a Standup Talk that limited Carriers' to ten (10) minutes of PM Office time. Management's arbitrary capping of PM Office time violations Section 4 of the Handbook M-41, Office Time Return and Section 24, Processing Undelivered Mail. There is nothing stated in the Handbook M-41 which states how long this process should take. They state that Letter Carriers' tours are done when these duties are completed. They provide two (2) previous Step B Decisions to show that Germantown Management has a history of trying to push Carriers off-the-clock at the end of the day without allowing them to complete their Return to Office duties. They also include three (3) Formal Step A resolutions and one (1) Informal Step A settlement reaffirming adherence to the Step B Decisions. They add that the Germantown LMOU allows for PM wash up time and by limiting Carriers' PM Office time, Management is not allowing sufficient time for Carriers' to have their contractual wash-up time. They affirm that it is a Letter Carriers' obligation to follow the instructions in Handbooks and Manuals and this includes PM Office duties that are not give a predetermined set time.

Management contends that the ten (10) minute time frame is an 'expectation' that is mandated and has been derived from the following factors: 1) The Carriers' have been instructed to process all 'undeliverable' mail as they delivery their assignments. This means they are to place undelivered mail in separate bundles (unknown, moved, etc.) as they finish each relay instead of bringing all mail mixed and having to work it in the office, which is considered a time wasting practice. When the Carrier returns to the office, all they need to do is get cleared at the cage, put the undelivered mail bundles in the appropriate section, return equipment to their case and combine any hold mail if applicable; 2) Carriers' are required to separate undelivered mail as they finish a relay and its done this way during Route Inspections so when they get back to the office, they need minimal time to clear pm office duties since all they do is put the endorsed bundles on the designated trays; and 3) These instructions have been given to the Carriers' mainly to maintain the efficiency of the unit by working the mail as they handle it the first time and by bringing it back to the office, the Carriers' are handling it twice. They assert that in accordance with Article 3, they maintain the right to direct employees' in the performance of their duties and to maintain the efficiency of the operations to which they are entrusted. They state that what they are trying to accomplish by limiting the PM Office time is to make every effort to provide reliable and efficient service in accordance with the Handbook M-41. They are not taking any work away from the employees, but making such work more reliable and efficient.

- RESOLVED -

After carefully reviewing all the facts and documentation in this case, the Team finds a violation of the National Agreement in this instance.

It is undisputed in this case that on May 23, 2014; Management in the Germantown Office limited Carriers' to no more than ten (10) minutes for their PM Office Duties.

Management affirmed that this was in accordance with their rights under Article 3.

The Team agrees that under Article 3, Management maintains the right to set operational goals and direct employees in the performance of their duties, however when doing so, those directives may not be violative of other provisions of the National Agreement:

The Postal Service's "exclusive rights" under article 3 are basically the same as its statutory rights under the Postal reorganization act, 39 U.S.c. Section 1001(e). While postal management has the right to "manage" the Postal Service, it must act in accordance with applicable laws, regulations, contract provisions, arbitration awards, letters of agreement, and memoranda.

In this instance, the Carriers' PM Office duty procedures are enumerated in the Handbook M-41, which is incorporated into the National Agreement via Article 19:

***Handbooks and Manuals:** Article 19 provides that those postal handbook and manual provisions directly relating to wages, hours, or working conditions are enforceable as though they were part of the National Agreement. Changes to handbook and manual provisions directly relating to wages, hours, or working conditions may be made by management at the national level and may not be inconsistent with the National Agreement. A challenge that such changes are inconsistent with the National Agreement or are not fair, reasonable, or equitable may be made only by the NALC at the national level.*

The provisions governing the performance of PM office duties are covered in detail in the Handbook M-41 (Carriers' Duties and Responsibilities) and the Handbook M-39 Chapter, as incorporated during Route Inspections:

Handbook M-41

42 Disposition of Collected Mail

Place the mail collected on designated table or in receptacles.

43 Clearance for Accountable Items

431 Keys

Turn in mail keys in exchange for assigned key check or signature clearance.

432 Registered and Certified

- 432.1 Give finance clerk all undeliverable articles and Forms 3849 and/or 3811 for each registered and certified delivery.*
- 432.2 Complete Form 3821 showing the number of receipts and undeliverable articles returned to the clerk. Ensure that any accountable items found in the DPS mail are added to the total accountable pieces included on the form. If form is properly completed, clerk will sign and return it to you. This is your receipt, keep it for a 2-year period (see exhibit 432.2).*
- 432.3 Enter the date of delivery and your signature in the spaces provided on Form 3849 — if you didn't do this when you delivered the article (see section 335.1). Deposit Form 3849 in the designated receptacle or give it to the finance clerk for clearance.*

433 Insured Mail

Put all Forms 3811 which were requested by senders of insured mail in designated places. Complete Form 3849 as specified for registered and certified mail.

434 CODs

- 434.1 Surrender to clearance clerk COD tags and the money for all delivered COD parcels. Return all undelivered CODs for clearance.*
- 434.2 If Form 3821 is used at your office, verify the entries after clerk has entered the amount of funds and the number of parcels accounted for (see exhibit 434.2). Carrier must place original of Form 3821 in locked receptacle provided and keep the duplicate for 3 months from last day of month issued. (Clerk may not do this.)*
- 434.3 If Form 3821 is not used at your office, clerk will initial and return delivery employee coupon to you. Keep this coupon for 2 years.*

435 Customs Duty Mail

- 435.1 Turn in to cage clerk Customs Forms 3419 and money collected for all custom duty mail.*
- 435.2 After the clerk has entered the amount of funds and the number of parcels on Form 2944, verify the entries. Sign on line opposite the clerk's name (see exhibit 435.2).*
- 435.3 Place first copy of Form 2944 in locked receptacle provided and keep second copy for 3 months from last day of issuance.*

436 Postage Due

- 436.1 Return all undeliverable postage due mail and funds collected on postage due mail delivered.*
- 436.2 The clearance clerk will sign Form 3584 if postage-due collected and returned articles agree with amount shown on Form 3584. You will be reimbursed for the amount due on the returned articles if you paid for the postage due articles in cash (see exhibit 261.22).*

44 Undelivered Mail

441 Processing Undelivered Mail

Follow procedures listed in part 24 to process forwardable and undeliverable mail (1) that you didn't process before leaving the office and/or (2) that you picked up on route. After processing, place this mail in throwback case, as explained in part 24.

442 Completing Form 1571

- 442.1 After return from trip, obtain Form 1571, Undelivered Mail Report, (see exhibit 442.1) from unit manager.*
- 442.2 Add any mail which was not delivered but was returned to the office.*
- 442.3 Sign the form and give it to a unit manager.*

47 Ending Tour of Duty

Perform such other work as the manager may direct or as is required to maintain the case and route book in good condition. Record ending time on timecard as explained in subchapter 41.

The file did not contain evidence that the Letter Carrier PM Office procedures above have been modified at the National Level to be completed in Street time. Additionally, the Route Inspection process outlined in Chapter 2 of the Handbook M-39 sets forth that these duties are to be conducted on office time and incorporated into a Routes' evaluated times:

222.214 3(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.

While the Handbook M-39 permits Management to establish a 'base minimum time allowance' for Line 21 Office functions, Carriers are to receive actual credit for times exceeding those base minimums:

Handbook M-39

222.214(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 15; 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 carrier 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.

The file did not contain any Route Inspection data showing all Carriers' in the Germantown Office were evaluated with a ten (10) minute PM office allowance.

Finally, the Germantown LMOU affords Carriers' in the office additional wash-up time 'after' performance of their duties. The documentation did not support that all Germantown Carriers' are able to complete all Handbook M-41 Office duties and LMOU afforded wash-up times in ten (10) minutes or less.

In consideration of the findings above, the Team concurs that Management's blanket application of limiting PM office time to all Germantown Carriers to ten (10) minutes, resulted in a violation of the National Agreement.

The task then becomes that of an appropriate remedy. While the file did support a history of similar type violations, the Team finds it appropriate in this instance to direct Management to adhere to the provisions of the National Agreement, encompassing Handbooks, Manuals and LMOU provisions regarding City Carrier PM Office time allowances in order to preclude future similar violations.

This joint determination is outlined in the **DECISION** above.

Case File Inventory:

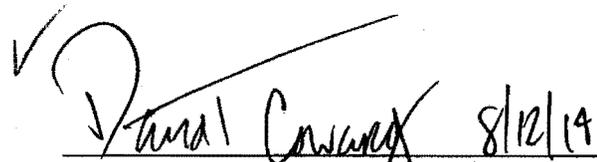
PS Form 8190 – 1 page

Union Contentions and Documentation – 41 pages

Management Contentions and Documentation – 4 pages

 8-12-14

Tonya L. Detrick
NALC Step B Representative

✓  8/12/14

David T. Coward, Sr.
USPS Step B Representative

USPS GATS #: K11N-4K-C 14257538

CC: Step A Parties
District Labor Relations
District Manager
National Business Agent
Capital Metro Labor Relations