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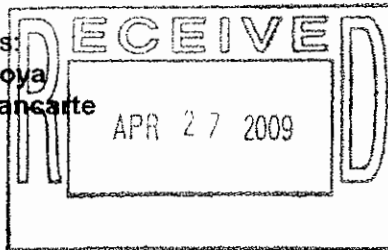
STEP B DECISION

Step B Team:
USPS: **Carl L. Geller**
NALC: **Mark L. Malone**

Decision: **RESOLVED**
USPS Number: **G06N-4G-C 0913 1214**
Grievant: **Class Action**
Branch Grievance Number: **421-140-09**
NALC Branch #: **421**
Installation: **San Antonio**
Delivery Unit: **Laurel Heights Station 48-7964**
State: **Texas**

District:
Rio Grande

Step A Reps:
USPS: **R Moya**
NALC: **J Blancarte**



Incident date: **02/07/09**
Date Informal Step A: **02/20/09**
Formal Step A Meeting Date: **03/17/09**
Date Received at Step B: **03/24/09 (Aus 04/16/09)**
Step B Decision Date: **04/23/09**
Issue Code: **07.2400, 17.3320, 31.2000**
NALC subject code: **600111, 505006, 508998**

TIME LIMITS AT STEP B EXTENDED BY MUTUAL AGREEMENT

ISSUE: Was there a violation of Articles 2, 3, 7, 17 and 19 of the National Agreement from February 7, 2009 through the present by the instructions that carriers will scan parcels 'Arrived at Unit' and to put away empty equipment before beginning street delivery? If so, what is an appropriate remedy?

Was there a violation of Articles 17 and 31 when management failed to provide relevant requested information in a timely manner and refused to allow on-the-clock steward time from February 7 – 20, 2009? If so, what is an appropriate remedy?

DECISION: The dispute resolution team mutually agreed to resolve this case.

The union failed to show a violation in regard to the scanning of delivery confirmation parcels and small parcels and rolls. The union failed to show a violation in regard to the designated area for empty equipment and the instruction to carriers to place their empty equipment in that location.

The DRT mutually agreed that management failed to show that the relevant requested documentation for this instant case was provide in a timely manner. Absent extenuating circumstance, management will provide relevant requested documents within three (3) working days of the receipt of the request; 72 hours.

As accepted at Formal Step A, the steward J Blancarte (02321446) is awarded lump sum taxable payment of \$453. All pay adjustments have been completed at Step B, no additional action is required.

EXPLANATION: The union contends that management violated the National Agreement by falsifying documents showing that carriers are scanning parcels and SPRs arrived in station as well as by having carriers take any empty equipment back to a staging area. During past route inspections, carriers have never been required to do these extra duties which increase office time as well as street time. A violation of Article 19 is occurring daily. The M-41 does not assign carriers to scan parcels arrived in the station, in fact this is a violation of Article 7. At no time have letter carriers been allotted time for scanning as arrived in station. If carriers are instructed to set up their scanners twice in the morning they should be allocated an extra two minutes for this function. If carriers are instructed to scan parcels they should be allocated extra time for this function. If each route is adjusted to as close to eight hours as possible, the additional duties of scanning and returning empty equipment could in reality create another auxiliary route. In addition, the union contends that management refused to provide information in a timely manner and refused to provide on-the-clock steward time to investigate and process grievances. As remedy the union requests management 'cease and desist' instructing carriers to scan parcels and SPRs arrived in office. The union requests that management 'cease and desist' falsifying documents. The union requests that relevant requested information be provided within 72 hours with escalating remedy for affected grievant(s). The union also requests that the steward be compensated 17.5 hours for time worked off the clock at the penalty overtime rate.

Management contends that the carriers at Laurel Heights Station have been scanning their delivery confirmation parcels 'arrived in office' since October 2008. Management contends this part of the grievance is untimely. Management contends that the M-41 Section 338.1 requires carriers to scan delivery confirmation as established by local policy. Management contends that carriers are responsible for putting their empty equipment in the designated locations. There is equipment set up to receive empty equipment. Management contends that carriers are required to bring their empty hampers into the building after loading their vehicles. It is the employees' responsibility to keep their work area clean; ELM Section 814.2. Management contends that the steward has been given the information requested in a timely manner. Providing information is not an everyday duty of the supervisor. The supervisor gathers the information as soon as they are able. Depending on what information is requested it can take up to several days before the information is gathered. Management and union agreed to settle part of this grievance. Steward Blancarte was not given time from February 7-20, 2009 to work on grievances and management has agreed to pay him 17.5 hours at the straight time rate.

Management's contention of timeliness in regard to the scanning of parcels must be discussed prior to review the merits of the party's arguments. The union contends that the instruction was given in January 2009; with the exception of one carrier who states since December 2008. Management contends that the instruction was given in October 2008. The contention is that the instruction is a violation of Article 7. Consideration must be given to the intent of the instruction. Had the instruction been given that on one day in October or December of 2008 carriers were to scan their parcels, then it must be agreed that the issue would be untimely at informal in February 2009. However, the instruction was that until further notice carriers will perform the task daily. The allegation is that, daily, carriers are required to perform clerk work and this is considered to be of a continuing nature. Each day the carriers are required to perform the task, the allegation of improperly making cross craft assignment is 'renewed'. At Step B, the issue is not agreed to be untimely in the grievance process.

The scanning of delivery confirmations is not shown to be within the sole jurisdiction of any craft. The M-41 requires to carriers to scan delivery confirmation. This requirement is not restricted to 'when attempted/delivered'. Should the instruction to perform these duties

cause a carrier to believe they will be unable to maintain their schedule as assigned; the carrier is required to inform management and request further instruction. Management is required to respond; Article 41.3.G. 3990

All employees are responsible for maintaining good housekeeping practices. The union does not provide any contractual reference which requires clerks or mail handlers to collect equipment emptied by carriers in the performance of their duties. The instruction to place empty equipment in designated areas is a valid job instruction. Should the instruction to perform these duties cause a carrier to believe they will be unable to maintain their schedule as assigned; the carrier is required to inform management and request further instruction. Management is required to respond; Article 41.3.G.

The time for additional duties assigned, since the last route inspection, were not included in the carriers fixed office time; line 21. As such, all time necessary to comply with the instruction to complete the task is justification for requests for additional office and/or street time.

While contending that management falsifies documents showing carriers are scanning parcels 'arrived at station', the union fails to identify what documents are being falsified. The union's reference to the statements signed by multiple employees is not a management document. While the union states that the time is 'not being credited to our office time', the case file does not evidence that any time has been removed from carriers' actual office time. If it is the union's position that the time is not included in the DOIS projections, the union is referred to the Step 4 agreement below.

The Delivery Operations Information System (DOIS) is a management tool for estimating a carrier's daily workload. The use of DOIS does not change the letter carrier's reporting requirements outlined in section 131.4 of Handbook M-41, the supervisor's scheduling responsibilities outlined in section 122 of Handbook M-39, or the letter carrier's and supervisor's responsibilities contained in Section 28 of Handbook M-41. DOIS projections are not the sole determinant of a carriers leaving or return time, or daily workload. As such, the projections cannot be used as the sole basis for corrective action. A five minute time credit for lines 8-13 will be added or when route inspection data is available for lines 8-13 the actual average information will be used for daily workload projections.

DOIS projections are not absolutes. These estimates of workloads and workhours are a management tool to assist in controlling workhours and workload; no more – no less. Numerous tasks assigned to letter carriers are not included in these estimates; to include-but not limited to: service/safety talks, training, fueling vehicles and deviations for express mail. Should the instruction to perform these duties cause a carrier to believe they will be unable to maintain their schedule as assigned; the carrier is required to inform management and request further instruction. Management is required to respond; Article 41.3.G.

Article 31 requires management to provide relevant requested information on request.

The Employer will make available for inspection by the Union all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement, including information necessary to determine whether to file or to continue the processing of a grievance under this Agreement. Upon the request of the Union, the Employer will furnish such information, provided,

however, that the Employer may require the Union to reimburse the USPS for any costs reasonably incurred in obtaining the information. [Emphasis added]

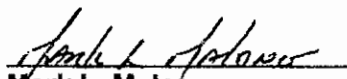
While it has been mutually agreed that other supervisory duties necessary to completing the mission may reasonably take precedence over providing the requested information, information is required to be provided upon request. When information is necessary to determine whether to file or to continue the processing of a grievance, the information should be provided prior to the union initiating a grievance.

Absent extenuating circumstances, documentation which is stored or can be reproduced in the station should be provided without delay. It is mutually agreed that within 3 working days, 72 hours, is no less than a sufficient and reasonable amount of time. On the occasion that management can not provide the relevant requested documentation within 72 hours, the cause of the delay will be explained to the requesting steward or his/her designated alternate; mutual agreement will be fashioned when the documentation will be provided. Management is not obligated to wait until the 'last hour'. Management is not prohibited from providing documentation at the time the request is received. Providing documentation timely may avoid the filing of additional grievances.

The information request for this instant case was received by management on February 12, 2009. According to the informal step A form the documentation was not received until eight (8) days after the Informal Step A meeting of February 20th; sixteen days from the date the request was received. It was mutually agreed, in this case, that management failed to provide the requested documentation timely.

Article 3 requires management to comply with all applicable laws and regulations. The current National Labor Relations Act requires management to provide the union relevant requested information for the representation of the bargaining unit and for the enforcement of the collective bargaining unit agreement.

The local parties agreed that the steward was not provided on-the-clock steward time for the investigation and/or processing of grievance files. The local parties agreed that the amount of time the steward should be compensated for work off the clock is 17.5 hours. The union's additions and corrections state that the steward agreed to compensation for 17.5 hours at the straight time rate. The union's position presented at Step B requests 17.5 hours at the penalty overtime rate. The DRT agreed, in this case, that what was acceptable at Formal Step A is acceptable as appropriate at Step B.


Mark L. Malone
NALC Step B Representative


Carl L. Geller
USPS Step B Representative

cc: Manager, SW Area Labor Relations
Manager, Rio Grande District
Gene Goodwin, NALC NBA, Region 10
Postmaster, San Antonio, Texas
Manager, Human Resources, Rio Grande District
Manager, Labor Relations, Rio Grande District
Management Formal Step A Designee

RIO GRANDE DISPUTE RESOLUTION TEAM - AUSTIN

NALC Branch President
NALC Formal Step A Designee
DRT File

Grievance file content:

Management's final rebuttal	PS Form 1838-C (2 pages)	PS Form 1838-C
Additions and corrections – union (3 pages)	Carrier follow-up report	PS Form 1838
Informal Step A form	PS Form 1838	PS Form 1838-C
PS Form 8190	PS Form 1838-C (2 pages)	Carrier Follow-up report
Informal Step A form	PS Form 1838	PS Form 1838
PS Form 8190	PS Form 1838-C (2 pages)	PS Form 1838-C
Statement J Portales	PS Form 1838	PS Form 1838
PS Form 8190	PS Form 1838-C (2 pages)	PS Form 1838-C
Union's position (2 pages)	PS Form 3996	PS Form 1838
PS Form 3999 w/	Carrier follow-up report	PS Form 1838-C
attachments (8 pages)	PS Form 1838	Office Observation Checklist
PS Form 1838	Notes Mgr CS	Street observation checklist
PS Form 1838-C (2 pages)	PS Form 1838-C	PS Form 1838
Office observation checklist	Office observation checklist	PS Form 1838-C
Street observation checklist	(2 pages)	Carrier Follow-up report
PS Form 1838	Street observation checklist	PS Form 3999 (4 pages)
PS Form 1838-C	PS Form 1838	Adjustment Analysis Report
PS Form 1838	PS Form 1838-C	(6 pages)
PS Form 1838-C	Carrier follow-up report	Letter J Potter
Office observation checklist	PS Form 1838-C	Statement (multiple
(2 pages)	Carrier follow-up report	signatures)
Street observation checklist	PS Form 1838	Statement (multiple
PS Form 1838	PS Form 1838-C	signatures)
PS Form 1838-C	Office observation checklist	Informal Step A Forms (7
PS Form 1838	PS Form 1838	pages)
PS Form 1838-C (2 pages)	Notes Mgr CS	Request for formal meeting
PS Form 1838	PS Form 1838-C	Extension agreement
PS Form 1838-C (2 pages)	Office observation checklist	Extension agreement
Office observation checklist	Street observation checklist	Management's position (2
PS Form 1838	PS Form 1838	pages)
PS Form 1838-C (2 pages)	Notes Mgr CS	Statement M Saldana
Carrier follow-up report	PS Form 1838-C (2 pages)	Standard Operating
PS Form 1838	Office observation checklist	Procedure
PS Form 1838-C	Street observation checklist	Statement M Saldana
Carrier follow-up report	PS Form 1838	Information request log -Mgt
PS Form 1838 (2 pages)	PS Form 1838-C	
	PS Form 1838	