

**USE THE FOLLOWING CITES IF A LOCAL FORM IS
USED AS A SUBSTITUTE FOR A CA-16.**

- b. Ensuring form version-control by maintaining forms metadata.
- c. Ensuring form integrity by maintaining a digital archive.
- d. Evaluating the need for a form.
- e. Analyzing and designing the form.
- f. Coordinating form use and disposition.
- g. Developing and managing corporate automated forms.

323.3 Field Management

Field managers must:

- a. Follow all policies and guidelines in corporate directives (such as *Postal Bulletin* articles, management instructions, and handbooks) when completing or processing a form.
- b. Ensure that the correct forms are used to support business processes.
- c. Ensure that completed forms are managed, retained, and disposed of as described in Handbook AS-353, *Guide to Privacy, the Freedom of Information Act, and Records Management*.
- d. Ensure that local forms do not interfere or conflict with nationally approved forms.

323.4 Material Management

Material Management is responsible for managing stocks of postal forms.

324 Development, Coordination, and Clearance

324.1 Development

Headquarters organizational units approve the requirements for new or revised forms within their functional areas. Forms Management analyzes and designs the form and assigns an identifying number.

324.2 Coordination and Clearance

The originating office obtains the necessary clearances from other affected organizational units before a new or revised form is approved. Required clearances include:

Type of Form	Required Clearance
Forms that affect wages, hours, and other terms and conditions of employment, or that concern any work and/or time standards or studies relating to any bargaining unit employees.	PS: Through the vice president of Labor Relations using the clearance option 3 memo (see MI AS-310-96-3, <i>Management of Policy and Procedure Information — Paper and On-Line</i>). Local: Through the appropriate area Human Resources manager.
PS and local forms that: a. Collect personally identifiable information about a customer, employee, or other individual (such as name or Social Security number) directly from those individuals. b. Are completed by a customer, employee, or other individuals.	Through the manager, Records Office, using the clearance option 3 memo (see MI AS-310-96-3) for Privacy Act considerations (for details see Handbook AS-353, <i>Guide to Privacy, the Freedom of Information Act, and Records Management</i>).
PS forms that are stocked in the material distribution centers.	Through Inventory Management, Purchasing and Materials, Head-quarters, on Form 189, <i>Stocking Plan for Directives and Forms</i> .

Exhibit #

M-00887



UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

Mr. Lawrence G. Hutchins
Vice President
National Association of
Letter Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, DC 20001-2197-

November 16, 1988

Re: W. Rain
Rochester, MN 55901
H4N-4C-C 38635

Dear Mr. Hutchins:

On October 26, 1988, a meeting was held with the NALC Director of City Delivery, Brian Farris, to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management violated the National Agreement when it used a locally developed form.

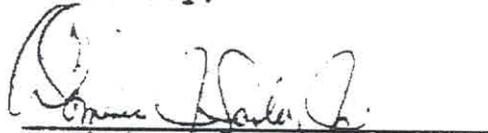
After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We also agreed that the issuance of local forms, and the local revision of existing forms is governed by Section 374.12 of the Administrative Support Manual (ASM). The locally developed form was not promulgated according to ASM 324.12. Therefore, management will discontinue the use of the subject form.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, including arbitration if necessary.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.

Time limits were extended by mutual consent.

Sincerely,


Dominic J. Scold, Jr.
Grievance & Arbitration
Division


Lawrence G. Hutchins
Vice President
National Association of Letter
Carriers, AFL-CIO



National Association of Letter Carriers (AFL-CIO)

M-00887

APPEAL TO STEP 4

CERTIFIED MAIL # P-592-866-38

DATE **November 17, 1987**

FROM: NATIONAL BUSINESS AGENT

Gene McNulty
NALC Region #7
312 Central S.E., Room 490
Minneapolis, MN 55414

TO: SENIOR ASSISTANT POSTMASTER GENERAL
EMPLOYEE AND LABOR RELATIONS
UNITED STATES POSTAL SERVICE
WASHINGTON D.C. 20260

CARRIER	REGIONAL NO	GRIEVANT (OR CLASS)	POST OFFICE
"CAU"	C4N-4C-C-38635	W. Rain	Rochester, MN

DEAR SIR: SINCE [NALC] [USPS BELIEVE(S)] THIS CASE INVOLVES AN INTERPRETIVE ISSUE UNDER THE NATIONAL AGREEMENT (OR SOME SUPPLEMENT THERETO OF GENERAL APPLICATION), I AM APPEALING THE ABOVE-CAPTIONED CASE TO STEP 4 OF THE GRIEVANCE PROCEDURE, PURSUANT TO ARTICLE XV, SECTION 2, OF THE NATIONAL AGREEMENT

DATE STEP 3 DENIAL RECEIVED: **November 13, 1987**

STEP 3 DECISION RENDERED BY: **Mary Savage**

VIOLATION INCLUDING BUT NOT LIMITED TO: **Article 15**

CORRECTIVE ACTION REQUESTED: **Have Items #8, #9, & #10 deleted from the "Limited Duty Assignments" Form or rescind the entire form.**

DESIGNATED NALC REPRESENTATIVE AT STEP 4: **Contract Administration Unit, N.A.L.C.**

SINCERELY YOURS,

NATIONAL BUSINESS AGENT

CC: REGIONAL DIRECTOR FOR ELR
NATIONAL OFFICER, NALC
BRANCH PRESIDENT, NALC

NATIONAL OFFICE COPY



permission to leave his or her work station under the guise of investigating or preparing a grievance.

The special form developed at Inglewood early in 1975 was designed to implement the September 9, 1974 Memorandum and hardly can be used except to effectuate that Memorandum. In addition, Part 431 of Methods Handbook M-65 states that Form 7020 will be used to record authorized absences from assigned duties, and the instructions on Form 7020 make it applicable to "time devoted to grievances." The local form at Inglewood in fact has been substituted for Form 7020 when Stewards seek to leave their work stations.

19

It is well settled by now that employee representation by a Union Steward or Grievance Committeeman constitutes a significant working condition, or condition of employment. Thus the matter here in issue falls within the scope of Article XIX. The development of a new form locally to deal with Stewards' absences from assigned duties on Union business--as a substitute for a national form embodied in an existing Manual (and thus in conflict with that Manual)--thus falls within the second paragraph of Article XIX. Since the procedure there set forth has not been invoked by the Postal Service, it would follow that the Inglewood form must be withdrawn.

20

AWARD

The grievances are sustained as indicated in this Opinion. The September 9, 1974 Memorandum and the local form developed to implement that Memorandum must be withdrawn and given no effect.

21

RECEIVED
JAN 21 1977


Sylvester Garrett
Impartial Chairman

Exhibit #

arr. 1/19/77

MB-NAT-562

MB-NAT-936

Garrett-1-19-77

C427

See page 16

UNITED STATES POSTAL SERVICE

and

NATIONAL POST OFFICE MAIL HANDLERS,
WATCHMEN, MESSENGERS AND GROUP
LEADERS DIVISION OF THE LABORERS'
INTERNATIONAL UNION OF NORTH
AMERICA, AFL-CIO

Arbitration Cases Nos.

MB-NAT-562

MB-NAT-936

Inglewood, California

ISSUED:

January 19, 1977

BACKGROUND

This national level arbitration involves two griev-
ances, which took form at the Inglewood, California, Post
Office, wherein the Mail Handlers Union asserts that intro-
duction of a new policy and procedure at Inglewood improperly
restricts the rights of Union Stewards protected under Article
XVII of the 1973 National Agreement and also violates Articles
V and XIX. A hearing was held on September 8, 1976 and
briefs thereafter filed as of November 18, 1976.

1

Article XVII, Sections 3 and 4, are particularly
significant here. They read:

2

"Section 3. Rights of Stewards. When it is
necessary for a steward to leave his work
area to investigate and adjust grievances,
he shall request permission from his immedi-
ate supervisor and such request shall not be
unreasonably denied. In the event his
duties require he leave his work area and

RECEIVED
JAN 21 1977

2.

MB-NAT-562,
MB-NAT-936

enter another area within the installation or post office, he must also receive permission from the supervisor from the other area he wishes to enter and such request shall not be unreasonably denied.

"The steward or chief steward may request and shall obtain access through the appropriate supervisor to review the documents, files and other records necessary for processing a grievance, and shall have the right to interview the aggrieved employee, supervisors, and witnesses during working hours. Such requests shall not be unreasonably denied.

"While serving as a steward or chief steward, an employee may not be involuntarily transferred to another shift or to another facility unless there is no job for which he is qualified on his shift or in his facility, provided that this paragraph shall not apply to rural carriers.

"Section 4. Payment of Stewards. The Employer will authorize payment only under the following conditions:

Grievances:

Steps 1 and 2--The aggrieved and one Union steward (only as permitted under the formula in Section 2A) for time actually spent in grievance handling, including investigation and

3.

MB-NAT-562,
MB-NAT-936

meetings with the Employer. The Employer will also compensate a steward for the time reasonably necessary to write a grievance.

Meetings called by the Employer for information exchange and other conditions designated by the Employer concerning contract application.

"Employer authorized payment as outlined above will be granted at the applicable straight time rate, providing the time spent is a part of the steward's (only as provided for under the formula in Section 2A) regular work day."

(Underscoring added.)

Late in 1974 Inglewood Post Office supervision became concerned that some Union Stewards might be taking excessive time to investigate and adjust grievances. On September 9, 1974 Acting Director of Mail Processing Ford sent a memorandum to all Inglewood Mail Processing Supervisors stating, in relevant part:

3

"It is Management's responsibility to determine amount of 'reasonable time' to be allowed steward to investigate and/or prepare grievance (Oper 560). When such time is requested, require from steward a specific time limit and necessary information to justify that time involvement.

"If you are satisfied time request is justified, approved [sic] request (using Form 7020, in duplicate) with the understanding with steward that steward will return to work no later than end of time approved. This will eliminate need for supervisor's harassing stewards to leave lunch room--which practice is demeaning to steward, distasteful to supervisor, and a waste of supervisor's time--which must stop. If a steward doesn't return by prescribed time, deal with that as a disciplinary problem. If steward needs more time, it is his responsibility to request same, which starts process over.

"If agreement can't be reached on appropriate amount of time, refer matter to Tour Supt for resolution."

(Underscoring added.)

5.

MB-NAT-562,
MB-NAT-936

The Form 7020, to which reference is made in the second paragraph, above quoted, was developed by the Postal Service for general use throughout its operations. The Form is referenced specifically in Part 431 of Methods Handbook M-65, reading:

"431 Form 7020, Authorized Absence from Workroom Floor, will be used to record authorized absences from assigned duties on the workroom floor, e.g., scheme examination, visits to the medical unit, etc. At the time Form 7020 is issued, record the personnel change on Form 2345 to the closest six minute interval. Upon the employees return, collect Form 7020 and record the change to the closest six minute interval on Form 2345. The leaving and returning times on Form 7020 must coincide with time entries on Form 2345."

(Underscoring added.)

Form 7020 includes the following:

4

NAME OF EMPLOYEE OR NO. OF EMPLOYEES	DATE	
	SUPERVISOR'S INITIALS	TIME
LEAVE UNIT →		
ARRIVE →		
LEAVE →		
RETURN TO UNIT →		
REASON FOR ABSENCE		
SEE REVERSE SIDE FOR INSTRUCTIONS.		

P5 Form
Dec. 1970 7020

AUTHORIZED ABSENCE FROM WORKROOM FLOOR

6.

MB-NAT-562,
MB-NAT-936

(Reverse Side)

INSTRUCTIONS

Use this form when employees leave for scheme examinations, medical unit, guide duty, civil defense, time devoted to grievances, consultations with personnel section and consultation with administrative officials.

The tour supervisor will insure the collection of this form from work center supervisors for transmittal to the Chief Accountant who will total time recorded on Forms 7020 and charge to appropriate operation number.

670 1 1071 0-411-01

(Underscoring added.)

Following issuance of Acting Director Ford's September 9, 1974 Memorandum, the Inglewood Post Office discontinued using Form 7020 to record time away from work by Stewards on Union business, in early 1975, and substituted a locally developed form entitled "Request for Official Time to Conduct Union Business." This reads as follows:

"REQUEST FOR OFFICIAL TIME TO CONDUCT UNION BUSINESS

DATE _____ APPROXIMATE TIME REQUESTED _____ HOURS _____ MINUTES
REQUESTED FOR WHAT PURPOSE _____

IF CONFERRING WITH ANOTHER EMPLOYEE - HIS/HER NAME _____

IF REVIEW OF RECORDS NEEDED, WHAT RECORD NEEDED _____

REQUEST TO MAKE LOCAL TELEPHONE CALLS
RELATING TO UNION BUSINESS (NO MESSAGE
UNITS, TOLL OR LONG DISTANCE CALLS.)

NUMBER CALLED _____

_____ BEGIN TIME
_____ END TIME

SIGNATURE OF REQUESTING EMPLOYEE

TITLE - UNION ORGANIZATION

REQUEST TO LEAVE WORK AREA

SUPERVISOR INITIALS		TIME
	LEAVE WORK AREA	
	ARRIVE OTHER AREA	
	LEAVE OTHER AREA	
	RETURN WORK AREA	

SIGNATURE OF APPROVING SUPERVISOR
DATE REQUEST GRANTED _____

IF REQUEST IS DENIED - STATE REASON AND DATE DENIED _____

USE OTHER SIDE IF NEEDED

IF REQUEST IS DELAYED BEYOND DATE OF REQUEST, STATE REASON. (DOCUMENT
ON A DAILY BASIS WHY REQUEST CANNOT BE GRANTED.)

USE OTHER SIDE IF NEEDED

ROUTE TO: Tour Subt.

As a result of these developments the present grievances were filed directly in Step 4 on October 18, 1974 and February 26, 1975, as national level grievances. Local 303 of the Mail Handlers also filed unfair labor practice charges claiming violation of Sections 8-A-1 and 8-A-5 of the National Labor Relations Act. On March 18, 1975 the NLRB declined to issue a complaint pending completion of the present arbitration proceeding.

6

The Union now contends that the local policy enunciated in the September 9, 1974 Memorandum, and implemented through the new form introduced at Inglewood, violates not only Article XVII, Section 3 of the National Agreement, but also Article XIX, which provides:

7

"Copies of all handbooks, manuals, and regulations of the Postal Service that contain sections that relate to wages, hours, and working conditions of employees covered by this Agreement shall be furnished to the Unions on or before January 20, 1974. Nothing in any such handbook, manual, or regulation shall conflict with this Agreement. Those parts of any such handbook, manual, or regulation that directly relate to wages, hours, or working conditions, as they apply to employees covered by this Agreement, shall be continued in effect except that the Employer shall have the right to make changes that are not inconsistent with this Agreement and that are fair, reasonable and equitable."

"Notice of such proposed changes that directly relate to wages, hours, or working conditions will be furnished to the Unions at the national level at least 30 days prior to issuance. The parties shall meet concerning such changes, and if the Unions believe that the proposed changes violate the National Agreement (including this Article), they may submit the issue to arbitration in accordance with Step 4 of the grievance-arbitration procedure within 30 days after receipt of the notice of proposed change."

(Underscoring added.)

The Union stresses that the September 9, 1974 Memorandum assumes that it is Management's responsibility to determine the "reasonable time" to investigate a grievance and seeks to limit a Steward, in advance, to a fixed amount of time for such activity. To require a prior determination of the amount of time to investigate a grievance, says the Union, is inconsistent with Article XVII, Section 3. It agrees that this Section requires the Steward to request permission to leave his work area, and gives the Supervisor the right to deny permission to leave the work area, but nowhere does it suggest that a Supervisor can impose a fixed time limit upon a Steward, requiring that the Steward return to work at some specific time. Violation of Article XIX also is seen, in that use of Form 7020 is specified for this purpose in Methods Handbook M-65, Part 431, but the Form in

this respect has been replaced by an entirely new local form. In the Union view Article XIX requires the USPS to continue to use Form 7020 as provided in Methods Handbook M-65 until such time as notice is given to the Union of a proposed change, for negotiations pursuant to Article XIX. Although the Service claims that the new local form was necessary because of alleged abuse by Stewards at Inglewood, this is precisely the kind of problem which should be explored in the negotiations between the parties under Article XIX.

The Postal Service does not agree that the September 9, 1974 Memorandum at Inglewood asserts a Management right to determine the amount of time a Steward properly may spend on Union business. The Service concedes that one sentence may be so interpreted, if read out of context, but suggests that in context it should be construed to mean "that management must determine whether the amount of time that is requested for investigation or preparation of a grievance can be reasonably accommodated with the needs of the Postal Service." Such a reading of the Memorandum, says the Service, reveals that Inglewood supervision is not concerned with the total time spent investigating a grievance but only with the "impact of the time requested on operational needs." Under this analysis, the approval of a request for an hour to investigate a grievance does not establish that no more than an hour should be spent on the investigation, but only that the Steward can be spared only for an hour at the time he wishes to be absent from his work area. Any such a determination, so the argument runs, necessarily is without prejudice to further requests for time to investigate the same grievance. Thus the Service stresses that the last sentence in the second paragraph of the Memorandum reads:

11.

MB-NAT-562,

MB-NAT-936

"If steward needs more time, it is his responsibility to request same, which starts process over."

Insofar as the local Memorandum relates to the writing of a grievance, it is equally inoffensive, according to the Service. Here it quotes from Article XVII, Section 4:

9

"The Employer will also compensate a steward for the time reasonably necessary to write a grievance."

(Underscoring added.)

Indeed, the Service does not now claim that the local Memorandum instructs supervisors to determine that the time requested to prepare a grievance constitutes the amount necessary to complete the task. It urges:

"Instead, the Memorandum simply requires supervisors to balance a request for time to prepare a grievance against operational needs. Nothing in the 1973 National Agreement limits management's right to do so."

Given the right of the Service under Article XVII, Section 3, to determine the reasonableness of a Steward's request for permission to leave his work area, there is nothing in the Agreement to prohibit the Service from requiring a Steward to fill out a form including a blank space labeled "Approximate Time Requested." There was no impropriety in discontinuing use of Form 7020 for this purpose, says the Service, since Form 7020 was not designed for use in requesting authorization to leave a work area. Thus the Service suggests that Form 7020 is simply a record of the movement of an employee from one work area to another, where a request for such movement already has been authorized. (It stresses that Part 431 of the M-65 Handbook states that Form 7020 will be used to record authorized absences.)

10

Form 7020 has no value as a source of information for a Supervisor in determining the reasonableness of a request by a Steward for permission to leave his work area. The new local form thus is not a substitute for Form 7020, but actually is a supplementary form seeking information that Management is entitled to have. Since the Service is fully authorized under Article XVII, Sections 3 and 4, to determine the reasonableness of requests to leave the work area, it follows that to assess the reasonableness of such a request, the Supervisor must know how much time away from the work area is being requested and to require that this be provided on a form.

11

FINDINGS

The two grievances here present separate but related issues: first, whether the local September 9, 1974 Memorandum is consistent with Article XVII, Sections 3 and 4; and, second, whether the local form instituted early in 1975 to effectuate the Memorandum conflicts with an established procedure under the M-65 Manual, and protected by Article XIX.

12

The September 9, 1974 Memorandum indicates on its face that it is Management's responsibility to determine what is a reasonable time to investigate or prepare a grievance. It includes no reference to Article XVII, Sections 3 or 4, nor does it state that a request by a Steward for time to investigate a grievance "shall not be unreasonably denied." The critical language quoted earlier in this Opinion from the September 9, 1974 Memorandum is preceded by an underlined assertion "B. Union Stewards taking too much time preparing Step 2A grievances." The Memorandum instructs a Supervisor that if you "are satisfied time request is justified" the request should be approved on condition that the Steward will return "no later than end of time approved." If the Steward does not return "by prescribed time," moreover, this is to be dealt with as a "disciplinary problem." Finally, the Memorandum advises that if agreement "can't be reached on appropriate amount of time" the matter should be referred to the Tour Superintendent.

13

Further light is shed upon the objective meaning of the September 9, 1974 Memorandum by reference to the form developed locally to implement it. This requires the Steward to (1) furnish in advance the names of other employees who may be interviewed, (2) indicate in advance what records may be needed, and (3) to identify (by number) any local telephone calls which may be made and the time to be involved in the call. It also includes a line captioned "If request is delayed beyond date of request, state reason. (Document on a Daily Basis why request cannot be granted.)" Lastly, the Form is routed to the Tour Superintendent.

These various restrictive provisions apparently were designed to combat abuses which were thought to have developed at Inglewood in taking excessive time for investigation and preparation of grievances. This surely is a proper Management objective, generally speaking, but the problem here is whether the Inglewood program is permissible under Articles XVII and XIX of the 1973 National Agreement. This is by no means only a local problem--if such a unilateral program is permissible at Inglewood, it is equally permissible throughout the entire Postal Service.

While the Postal Service brief includes an unusually skillful effort to depict the Memorandum as no more than an effort to require a Supervisor to determine whether a Steward "can be spared" from his job at the time he or she seeks permission to leave, there is nothing in the Memorandum itself which supports this narrow interpretation of its purpose.

The fact is that the Memorandum does not accurately state the substance of Article XVII, Section 3, particularly since it assumes that a Supervisor is entitled to determine in advance the amount of time necessary to investigate a grievance and requires the Steward to specify the time likely to be required and to provide detailed information in advance "to justify" such time requirement. The Memorandum implies that the decision as to whether any such request is "justified" lies within the discretion of the individual Supervisor, and provides no standards to guide the exercise of such discretion nor any reference to the controlling language of Article XVII, Section 3.

Thus it now should be made clear that Article XVII, Section 3, does not authorize the Service to determine in advance the amount of time which a Steward reasonably needs to investigate a grievance. Since the September 9, 1974 Memorandum is inaccurate in this and other significant respects, it should be withdrawn and given no effect. This is not to say, of course, that Management cannot (1) ask a Steward seeking permission to investigate, adjust, or write a grievance to estimate the length of time that the Steward anticipates he or she will be away from his or her work station; or (2) that a Supervisor cannot decline to release a Steward from duty during a period of time when his or her absence during such period will unnecessarily delay essential work; or (3) that a Supervisor, in advance, may not specify a time period during which the Steward's absence will unnecessarily delay essential work. Nor does this decision in any way bar the Service from taking necessary action, consistent with the Agreement, in any case where it can be established that a Steward has improperly obtained

Exhibit #

M-01461

LABOR RELATIONS



Mr. Vincent R. Sombrotto
President
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, NW
Washington, DC 20001-2144

Re: Q98N-4Q-C 02071061
Class Action
Washington DC

Dear Mr. Sombrotto:

On several occasions, I met with your representative to discuss the above-referenced case at the fourth step of our contractual grievance procedure.

The issue in this case is whether local management may alter a national form.

We mutually agreed that there are no material facts in dispute with this case.

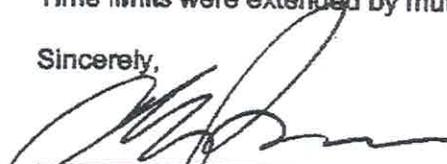
We further agree that, in accordance with Arbitrator Garrett's decision in National case MB-NAT-562, a national form directly relating to wages, hours or working conditions and embodied in an existing handbook or manual covered by the provisions of Article 19 can only be changed through the procedures specified in the second paragraph of Article 19.

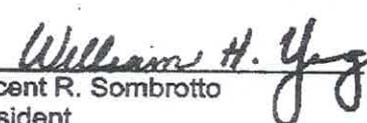
→ [Accordingly, the local forms at issue may not be used for route inspections in lieu of the national PS Form 1838-C.]

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to settle this case at this level.

Time limits were extended by mutual consent.

Sincerely,

SJS

Sandra J. Savoie
Labor Relations Specialist
Labor Relations Policies
and Programs


Vincent R. Sombrotto
President
National Association of Letter
Carriers, AFL-CIO

Date: 4-24-02

Exhibit #

M-00852



UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

Mr. Brian D. Farris
Director, City Delivery
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, DC 20001-2197

JUL 1 1988

Re: S. Brown
Oxnard, CA 93030
H4N-5T-C 29994

Branch
Santa Barbara, CA 93102
H4N-5T-C 33587

Branch
Canoga Park, CA 91303
H4N-5T-C 33727

Branch
Santa Clara, CA 95050
H4N-5N-C 40772

Dear Mr. Farris:

On May 27, 1988, we met to discuss the above-captioned grievances at the fourth step of our contractual grievance procedure.

The issue in these grievances is whether local management violated the National Agreement when it promulgated certain locally developed forms.

During our discussion, we mutually agreed that no national interpretive issue is presented in these cases. We also agreed that the issuance of local forms, and the local revisions of existing forms is governed by Section 324.12 of the Administrative Support Manual (ASM). The locally developed forms at issue were not promulgated according to the ASM, Section 324.12. Therefore, management will immediately discontinue their use.

Mr. Brian D. Farris

2

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle these cases.

Time limits were extended by mutual consent.

Sincerely,


Charles J. Dudek
Grievance & Arbitration
Division

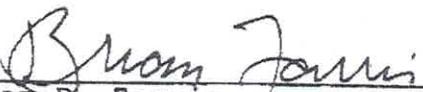

Brian D. Farris
Director, City Delivery
National Association of Letter
Carriers, AFL-CIO



Exhibit #

UNITED STATES POSTAL SERVICE

Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

Mr. Halline Overby
Assistant Secretary-Treasurer
National Association of
Letter Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, D.C. 20001-2197

SEP 04 1987

Re: Branch
Simi Valley, CA 93065
H4N-5T-C 33892

Branch
Simi Valley, CA 93065
H4N-5T-C 33776

Dear Mr. Overby:

On June 25, 1987, we met to discuss the above-captioned grievances at the fourth step of our contractual grievance procedure.

The issue in these grievances is whether management violated the National Agreement when it created a new form by combining three already existing forms into one. (3996-1813-1571)

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in these cases. The parties at the regional level are to apply part 324.12, of the ASM to the particular circumstances.

Accordingly, we agreed to remand these cases to the parties at Step 3 for further processing, including arbitration if necessary.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand these cases.

Time limits were extended by mutual consent.

Sincerely,

Richard E. Beyer
Richard E. Beyer
Grievance & Arbitration
Division

Halline Overby
Halline Overby
Assistant Secretary-Treasurer
National Association of
Letter Carriers, AFL-CIO

for



Exhibit #

UNITED STATES POSTAL SERVICE
 Labor Relations Department
 475 L'Enfant Plaza, SW
 Washington, DC 20260-4100

Mr. Brian D. Farris
 Director, City Delivery
 National Association of Letter
 Carriers, AFL-CIO
 100 Indiana Avenue, N.W.
 Washington, DC 20001-2197

MAR 25 1988

Re: Branch
 Olympia, WA 98501
 H4N-5R-C 45671

Dear Mr. Farris:

On February 9, 1988, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management violated the National Agreement by modifying Form PSIN D1147, and posting the carriers prior casing ability.

→ [During our discussion, we mutually agreed that no national interpretive issue is fairly presented in this case. We also agreed that Form PSIN D1147 will no longer be used in its revised form. Local management will return to using this form as originally issued, without the local modifications.]

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to settle this case.

Time limits were extended by mutual consent.

Sincerely,

Michael J. Guzzo, Jr.
 Grievance and Arbitration
 Division

Brian D. Farris
 Director, City Delivery
 National Association of Letter
 Carriers, AFL-CIO



National Association of Letter Carriers (AFL-CIO)

APPEAL TO STEP 4

DATE: 10/29/86

TO: SENIOR ASSISTANT POSTMASTER GENERAL
EMPLOYEE AND LABOR RELATIONS
UNITED STATES POSTAL SERVICE
WASHINGTON, D.C. 20260

FROM: NATIONAL BUSINESS AGENT
Brian Farris
NBA-NALC
1128 W. Chapman
Orange, CA 92668

CARRIER	REGIONAL NO.	GRIEVANT (OR CLASS)	POST OFFICE
"J"	W4N-5T-C-33892	Class	Simi Valley, CA

DEAR SIR: SINCE NALC USPS BELIEVE(S) THIS CASE INVOLVES AN INTERPRETIVE ISSUE UNDER THE NATIONAL AGREEMENT (OR SOME SUPPLEMENT THERETO OF GENERAL APPLICATION), I AM APPEALING THE ABOVE-CAPTIONED CASE TO STEP 4 OF THE GRIEVANCE PROCEDURE, PURSUANT TO ARTICLE XV, SECTION 2, OF THE NATIONAL AGREEMENT.

DATE STEP 3 DENIAL RECEIVED: 10/20/86

STEP 3 DECISION RENDERED BY: Carson Moore

VIOLATION INCLUDING BUT NOT LIMITED TO: 19

CORRECTIVE ACTION REQUESTED:that Management cease and desist using or issuing this form to the carriers. Also, that the proper forms be used in accordance with the M-41 Handbook. Further, that all such 3996-1813-1571 forms issued and used be removed from all files and records, and the proper forms substituted with the proper information.

DESIGNATED NALC REPRESENTATIVE AT STEP 4: Joseph Johnson
Dir. of City Delivery, NALC
100 Indiana Avenue N.W.
Washington, D.C. 20001

RECEIVED

3 1986

JOSEPH JOHNSON'S OFFICE
DIRECTOR, CITY DELIVERY

SINCERELY YOURS,

NATIONAL BUSINESS AGENT

CC: REGIONAL DIRECTOR FOR ELR
NATIONAL OFFICER, NALC
BRANCH PRESIDENT, NALC

NATIONAL OFFICE COPY





NBA'S GRIEVANCE CASE COMMENTS

ATTACH TO GRIEVANCE CASE SUMMARY (GRIEV-3)

DATE: 10/29/86

TO: NATIONAL OFFICER

Joseph Johnson
Dir. of City Delivery, NALC
100 Indiana Avenue N.W.
Washington, D.C. 20001

FROM: NATIONAL BUSINESS AGENT

Brian Farris
NBA-NALC
1124 W. Chapman
Orange, CA 92668

REGIONAL GRIEVANCE NO.	BRANCH	CITY	STATE
W4N-5T-C-33892	2902	Simi Valley	CA

COMMENTS:

Management has no right to amend or alter the M-41 Handbook. They are attempting to combine the 3996 and the 1571 into their own form.

MANAGEMENT'S POSITION AT STEP 3:

ARBITRATION RECOMMENDATION: EXPEDITED REGULAR NATIONAL LEVEL NO

STATE REASONS:

ATTACH TO GRIEVANCE CASE SUMMARY (GRIEV-3)



NATIONAL ASSOCIATION OF LETTER CARRIERS (AFL-CIO)

GRIEVANCE APPEAL TO **3**

DATE: **Sept. 17, 1986**

TO: REGIONAL DIRECTOR, EMPLOYEE AND LABOR RELATIONS
UNITED STATES POSTAL SERVICE
**850 Cherry Ave.
San Bruno, Calif. 94099**

FROM: **BRANCH PRESIDENT**
Jon Gaunce
Branch #2902 NALC
7238 Canby Ave.
Reseda, Calif. 91335

BRANCH GR.#	GRIEVANT'S NAME	GRIEVANT'S S.S.#	JOB CLASSIFICATION	STATION
6TV60CSIM	Class Action	N/A	Craft	Simi Valley

PURSUANT TO ARTICLE XV, SECTION 2 OF THE NATIONAL AGREEMENT, WE HEREBY APPEAL TO STEP 3 THE DECISION AT STEP 2 OF THE POSTMASTER OR DESIGNEE **RR Jacobson, Designee** OF THE **Simi Valley** INSTALLATION, RENDERED ON **Sept. 2, 1986** AND RECEIVED ON **Sept. 3, 1986**

ATTACHMENTS (CHECK): STANDARD GRIEVANCE FORM STEP 2 DECISION UNION CORRECTIONS OR ADDITION TO STEP 2 DECISION (IF FILED)

THE FOLLOWING INFORMATION WILL HOPEFULLY ASSIST THE PARTIES IN QUICKLY RESOLVING THIS PROBLEM. TO DISCUSS THIS GRIEVANCE FURTHER, KINDLY CONTACT OUR NATIONAL BUSINESS AGENT **Brian Farris** AT (ADDRESS) **1124 W. Chapman Ave. Orange, Calif. 92668** OR BY PHONE **997-8480**

VIOLATION: INCLUDING BUT NOT LIMITED TO NATIONAL (ART. & SECT.) **Art. 19 Art. 5** LOCAL (ART. & SECT.) OTHER GROUNDS: **M-41 Sections 280, 451, and 452**

REASONS FOR APPEAL: **Grievance was denied at Step 2. It is the Union's contention that Management has violated Section 280 of the M-41 Handbook and Article 5 of the National Agreement in issuing the new form 3996-1813-1571 to Letter Carriers. The Union also contends that the new form is in violation of Section 451 and 452 of the M-41 and should be discontinued.**

CORRECTIVE ACTION REQUESTED: **The Union requests that Management cease and desist using or issuing this form to Letter Carriers. The Union requests that the proper and authorized forms be used in accordance with the M-41 Handbook. The Union also requests that all such 3996-1813-1571 forms issued and used be removed from all files and records and the proper forms substituted with the proper information.**

CC: NATIONAL BUSINESS AGENT, NALC
POSTMASTER

SEP 18 1986
Jon Gaunce
BRANCH PRESIDENT/DESIGNEE

SIGNATURE



D/4

UNITED STATES POSTAL SERVICE
Western Regional Office
San Bruno, CA 94099-0001

Mr. Brian Farris, NALC
National Business Agent
1124 West Chapman Avenue
Orange, California 92668-2829

OCT 19 1986

Simi Valley, CA 93065
Branch
W4N-5T-C 33776
W4N-5T-C 33892 ✓

Dear Mr. Farris:

This will confirm the Step 3 hearing between your designee Tom Young and myself concerning the above grievance on October 7, 1986.

The information required is on the revised form. Therefore, there is no contractual violation in management implementing the use of this revised form.

Based upon the above, this case is denied.

In our judgment, the grievance does not involve an interpretive issue pertaining to the National Agreement nor any supplement thereto which may be of general application. Unless the Union believes otherwise, the case may be appealed directly to regional arbitration in accordance with the provisions of Article 15 of the National Agreement.

Sincerely,

David H. English, Regional
Labor Relations Executive

cc: PMDM:OF:FICR
cc: Tom Young

130 207

UNITED STATES POST OFFICE

DATE: September 2, 1986
OUR REF: RRJ:goa
SUBJECT: Grievance 6TV 60 CSIM

TO: Mr. Jon Gaunce NALC, Local 2902
7238 Canby Street
Reseda, CA 91335

Certified Mail P 459 406 170
Return Receipt Requested

A step two meeting was held on August 26, 1986 on the above-captioned grievance.

This grievance is based upon new forms issued by management which combine 3996, 1813 and 1571. Management has issued instructions to carriers that new form is to be used in place of old form. This new form will eliminate unneeded paperwork, thus saving time for the craft.

It is the union's position that the use of the new form is improper as it is not authorized by M-41 or Article 19 of the National Agreement. The union maintains that management cannot create its own forms for use in local post offices, and requests that management cease use of the form.

It is management's position that Article 19 states, "The employer shall have the right to make changes that are not inconsistent with this Agreement and that are fair. Article 3 gives managers the right to direct employees in the performance of duties and to maintain the efficiency of the operations entrusted to it. By using this form, excessive work will be eliminated, thus improving the efficiency of the operation. No hardship is caused to employees by use of the new form. Note that Steward Henschel informed me that he thought the new forms were a great idea which saved paperwork for carriers.

This grievance is denied.


R. R. Jacobson
Acting S.P.O.



NATIONAL ASSOCIATION OF LETTER CARRIERS (AFL-CIO)

Pursuant to Article XV, Section 2, this form must be used to appeal a grievance to Step 2.

WITHDRAWN	RESERVED
DATE	
NALC INITIALS	USPS INITIALS

STANDARD GRIEVANCE FORM

DATE 19 Aug 86		BRANCH GRIEV NO 6TV60CSIM	USPS NO
TO: USPS STEP 2 DESIGNEE (NAME & TITLE) R. R. Jacobson, SPO		INSTALLATION Simi Valley, CA	PHONE—OFFICE
FROM: BRANCH NO 2902	BUSINESS ADDRESS 7238 Canby Street, Rededa, CA 91335		PHONE—OTHER
STEP 2 AUTHORIZED UNION REP. Jon Gaunce		PHONE—OFFICE 818+996-1291	PHONE—OTHER
STEP 1 MEETING: HELD ON (DATE/TIME) p 5 Aug 86	BETWEEN USPS REPRESENTATIVE Sue Kusnowski, Sup	AND GRIEVANT	STEWARD Louis Henschel
GRIEVANT'S NAME (OR CLASS) Class			PHONE
HOME ADDRESS		CITY	STATE ZIP
JOB CLASSIFICATION Letter Carriers	CRAFT SENIORITY DATE	USPS SENIORITY DATE	DUTY HOURS
STATION OR BRANCH Simi Valley Post Office	SOCIAL SECURITY NO		VETERAN <input type="checkbox"/> YES <input type="checkbox"/> NO
OFF DAYS <input type="checkbox"/> ROTATING	FIXED—CHECK AS APPLICABLE	SA <input type="checkbox"/> SU <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> TH <input type="checkbox"/> F	LEVEL STEP REG
STEP 1 DECISION RENDERED ON (DATE/TIME) 12 Aug 86	BY (NAME & TITLE) Sue Kusnowski, Sup. Del & Col.		SUPERVISOR'S INITIALS (UPON REQUEST)

PURSUANT TO ARTICLE XV OF THE NATIONAL AGREEMENT, WE HEREBY APPEAL TO STEP 2, THE FOLLOWING GRIEVANCE.
 VIOLATION: INCLUDING BUT NOT LIMITED TO NATIONAL (ART. & SECT.) 19, XXX 41.3G LOCAL (ART. & SECT.)
 OTHER GROUNDS: Section 280, Methods Handbook M-41

FACTS: WHAT HAPPENED During the period of 21 July 86 thru 5 Aug 86 carriers requesting a PS Form 3996 were given a Form 3996, 1813-1571. This form does not meet the requirement of Sec 280, M-41 nor the requirement of Sec 3G, Art 41, NA. There has been no change in the USPS publications to show that such a new form is in fact authorized.

ADDITIONAL SHEET ATTACHED

UNION CONTENTIONS: REASONS FOR GRIEVANCE P.S. Form 3996 is used by the letter carrier to request auxillary assistance when the carrier believes that the route cannot be finished in the authorized time. PS Form 1571 list mail that is curtailed or not delivered on the day the mail is made available. Letter carriers may request a copy of either or both Forms 1571 and 3996.. Discontinuance of these forms of the combining of the forms with other documents evade managements responsibility to provide copies to the employee when requested.

ADDITIONAL SHEET ATTACHED

CORRECTIVE ACTION REQUESTED: That the use of a Form that Combines Form 3996 and Form 1571 with other forms be discontinued immediately, and further that the prescribed forms be furnished to letter carriers when required by M-41

BRANCH PRESIDENT/DESIGNEE Bob Kerlin

SIGNATURE Bob Kerlin



NATIONAL ASSOCIATION OF LETTER CARRIERS (AFL-CIO)
 Pursuant to Article XV, Section 2, this form must be used to appeal a grievance to Step 2.

WITHDRAWN	RESERVED
DATE	
NALC INITIALS	USPS INITIALS

STANDARD GRIEVANCE FORM

DATE	BRANCH GRIEV NO	USPS NO
9-5-86	LTU 60 5109	
TO: USPS STEP 2 DESIGNEE (NAME & TITLE)		INSTALLATION
NEEL HANSEN Susan Polzmasa		Simi Valley CA
PHONE—OFFICE	526-1331	
FROM: BRANCH NO.	BUSINESS ADDRESS	
2902	P.O. BOX 12 Simi Valley, CA 93062	
STEP 2 AUTHORIZED UNION REP.	PHONE—OFFICE	PHONE—OTHER
JON GAUNCE		
STEP 1 MEETING: HELD ON (DATE/TIME)	BETWEEN USPS REPRESENTATIVE	AND GRIEVANT
9-5-86	KULNOWSKI	
GRIEVANT'S NAME (OR CLASS)		STEWARD
CLASS		HEVELL
HOME ADDRESS		PHONE
CITY	STATE	ZIP
JOB CLASSIFICATION	CRAFT SENIORITY DATE	USPS SENIORITY DATE
STATION OR BRANCH	SOCIAL SECURITY NO	VETERAN
		YES <input type="checkbox"/> NO <input type="checkbox"/>
OFF DAYS	SA	SU
<input type="checkbox"/> ROTATING	<input type="checkbox"/>	<input type="checkbox"/>
FIXED—CHECK AS APPLICABLE	M	T
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	W	TH
	<input type="checkbox"/>	<input type="checkbox"/>
	F	
	<input type="checkbox"/>	
STEP 1: RENDERED ON (DATE/TIME)	BY (NAME & TITLE)	SUPERVISOR'S INITIALS (UPON REQUEST)
DECISION 9-12-86	KULNOWSKI, SUE joined	

PURSUANT TO ARTICLE XV OF THE NATIONAL AGREEMENT, WE HEREBY APPEAL TO STEP 2 THE FOLLOWING GRIEVANCE
 VIOLATION: INCLUDING BUT NOT LIMITED TO NATIONAL (ART & SECT) 19. 41-3 & LOCAL (ART. & SECT.) 19. 41 Sec 22^b
 GROUNDS: _____

FACTS: WHAT HAPPENED ON JULY 21 - AUG 4 + AUG 5 A REQUEST BY EMPLOYEES FOR 3996 - FORM. THE FORM IS FOR AUXILIARY CONTACT. SAID FORM WAS NOT GIVEN EMPLOYEES - INSTEAD - A UNAUTHORIZED FORM 3996. 1813-1571 WAS GIVEN

ADDITIONAL SHEET ATTACHED

UNION CONTENTIONS: REASONS FOR GRIEVANCE GRIEVANCES HAVE BEEN FILED IN THE PAST CONCERNING REQUEST FOR OFFICIAL FORMS AT A STEP 2 HEARING MAY 22 - 85. IT STATES THAT - MANAGEMENT WILL COMPLY WITH PROVISION OF SECTION 280 OF N. 41

ADDITIONAL SHEET ATTACHED

CORRECTIVE ACTION REQUESTED: THAT - FORM - 3996 - 1813 - 1517 USE BE STOPPED IMMEDIATELY AND THAT - FORM 3996 BE GIVEN TO EMPLOYEES ON REQUEST

BRANCH PRESIDENT/DESIGNEE _____ SIGNATURE [Signature]

**Exhibit #**

UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

Mr. Brian D. Farris
Director, City Delivery
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, DC 20001-2197

JUL 8 1988

Re: Branch
Edmonds, WA 98020
H4N-5R-C 33012

Dear Mr. Farris:

On April 21, 1988, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management violated the National Agreement when it used a locally developed form to supplement the data provided on Form 3996.

→ [During our discussion, we mutually agreed that no national interpretive issue is presented in this case. We also agreed that the issuance of local forms, and the local revision of existing forms is governed by Section 324.12 of the Administrative Support Manual (ASM). The locally developed form at issue was not promulgated according to ASM 324.12. Therefore, management will immediately discontinue using this form.]

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle this case.

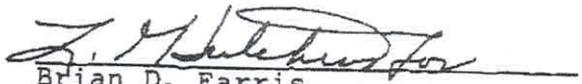
Mr. Brian D. Farris

2

Time limits were extended by mutual consent.

Sincerely,


Charles J. Dudek
Grievance & Arbitration
Division


Brian D. Farris
Director, City Director
National Association of Letter
Carriers, AFL-CIO

02/11/89

NO. 10



UNITED STATES POSTAL SERVICE
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260

RECEIVED

NOV 25 1992

CONTRACT ADMINISTRATION UNIT
N.A.L.C. WASHINGTON, D.C.

Mr. Lawrence G. Hutchins
Vice President
National Association of
Letter Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, DC 20001-2197

RE: H7N-2D-C 42122
Class Action
Wilmington, DE 19850

Dear Mr. Hutchins:

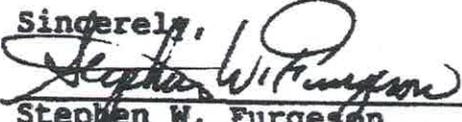
On November 9, 1992, we met in a prearbitration discussion of the above-referenced case.

The issue in this grievance is whether management violated the National Agreement when it used a locally developed form.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We also agreed that the issuance of local forms, and the local revision of existing forms is governed by Section 374.12 of the Administrative Support Manual (ASM). The locally developed form was not promulgated according to ASM 324.12. Therefore, management will discontinue the use of the subject form.

Accordingly, we agree to remand this case to the parties at Step 3 for further processing, including arbitration if necessary.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand case number H7N-2D-C 42122 and remove it from the pending national arbitration listing.

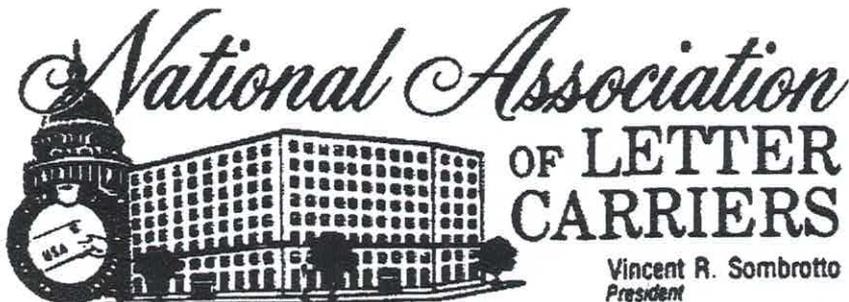
Sincerely,

Stephen W. Furgeson
Manager
Grievance and Arbitration


Lawrence G. Hutchins
Vice President
National Association of
Letter Carriers, AFL-CIO

11/24/92
Date

Enclosure

Francis J. Conners
Executive Vice President
Lawrence G. Hutchins
Vice President
Richard P. O'Connell
Secretary-Treasurer
Halline Overby
Asst. Secretary-Treasurer
Brian D. Farris
Director, City Delivery
George Davis, Jr.
Director, Safety & Health



M-01107
William M. Dunn, Jr.
Director, Life Insurance
Robert Vincenzi
Director, Health Insurance
Walter E. Couillard
Director of Retired Members
BOARD OF TRUSTEES
James G. Souza, Jr.
James Worsham
Michael J. O'Connor

100 Indiana Avenue, N.W. Washington, D.C. 20001
Telephone: (202) 393-4695

July 31, 1991

Assistant Postmaster General
Labor Relations Department
United States Postal Service
Employee and Labor Relations
475 L'Enfant Plaza West, S. W.
Washington, D. C. 20260-4100

Certified letter number P 213 305 682

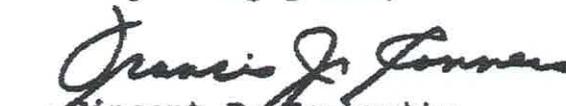
RE: Appeal from Step 4
Request for Arbitration

NALC System No: 3690
USPS No: H7N-2D-C-42122
Wilmington, DE

Dear Sir:

Pursuant to Article 15, Sections 2 and 4
of the National Agreement, I have authorized
and hereby request certification of the above
referenced case for arbitration.

Very truly yours,


Vincent R. Sombrotto
President

cc:
James P. Turner
Moe Biller, President, APWU - with file



National Association of Letter Carriers (AFL-CIO)

M-01107

APPEAL TO STEP 4

3690

DATE: May 16, 1991

FROM: NATIONAL BUSINESS AGENT

TO: SENIOR ASSISTANT POSTMASTER GENERAL
EMPLOYEE AND LABOR RELATIONS
UNITED STATES POSTAL SERVICE
WASHINGTON, D.C. 20260

James P. Turner
5950 Symphony Woods Road - Suite 305
Columbia, Md. 21044

CARRIER	REGIONAL NO.	GRIEVANT (OR CLASS)	POST OFFICE
2-12-1	E7N-2D-C 42122	Class	Wilmington, DE.

DEAR SIR:

PURSUANT TO ARTICLE XV, SECTION 2, OF THE NATIONAL AGREEMENT, I AM APPEALING THE ABOVE-CAPTIONED CASE TO STEP 4 OF THE GRIEVANCE PROCEDURE.

DATE STEP 3 DENIAL RECEIVED:

May 2, 1991

STEP 3 DECISION RENDERED BY:

William Mollo

VIOLATION INCLUDING BUT NOT LIMITED TO:

19

CORRECTIVE ACTION REQUESTED:

Discontinue the use of Record of Constructive Delivery Forms and comply with the M-39 and M-41 when instructing carriers to deliver certified mail.

DESIGNATED NALC REPRESENTATIVE AT STEP 4:

Contract Administration Unit

SINCERELY YOURS,

NATIONAL BUSINESS AGENT

CC: REGIONAL DIRECTOR FOR ELR
NATIONAL OFFICER, NALC
BRANCH PRESIDENT, NALC



UNITED STATES POSTAL SERVICE
 Eastern Regional Office
 P. O. Box 8601
 Philadelphia, Pennsylvania 19197-0640

April 29, 1991

MR JERRY KERNER
REGIONAL ADMINISTRATIVE ASSISTANT
5950 SYMPHONY WOOD RD SUITE 305
COLUMBIA MD 21044-3521

RE: E7N-2D-C 42122
CLASS ACTION
WILMINGTON DE 19850
2121

Dear Mr. Kerner:

On 04/15/91, the above referenced grievance was discussed at Step 3 of our contractual grievance procedure. The matters presented by the union concerning this grievance, as well as the applicable contractual provisions, have been reviewed and given careful consideration.

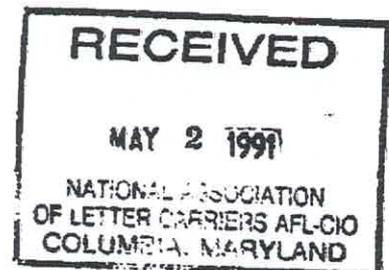
The union's Representative's oral argument and submitted documentation were considered, but were not sufficiently persuasive to alter local management's position. Therefore, the corrective action requested by the union is not granted.

In the opinion of the Postal Service, this grievance does not involve any interpretive issue(s) pertaining to the National Agreement or any supplement thereto which may be of general application. Therefore, this case may be appealed directly to regional arbitration in accordance with the provisions of Article 15 of the National Agreement.

Very truly yours,

William Molloy
 Labor Relations

cc: PM



MB



National Association of Letter Carriers (AFL-CIO)

M-01107

GRIEVANCE APPEAL TO **3**

DATE: March 22, 1991

TO: REGIONAL DIRECTOR, EMPLOYEE AND LABOR RELATIONS
UNITED STATES POSTAL SERVICE

Jack West
P.O. Box 6651
Philadelphia, Pa. 19127

FROM: **BRANCH PRESIDENT**

Joseph Apostolico
Branch #171, NALC
217 N. Scott St.
Wilmington, De. 19805

BRANCH GR.#	GRIEVANT'S NAME	GRIEVANT'S S.S.#	JOB CLASSIFICATION	STATION
L-12-1	Class			

PURSUANT TO ARTICLE XV, SECTION 2 OF THE NATIONAL AGREEMENT, WE HEREBY APPEAL TO STEP 3 THE DECISION AT STEP 2 OF THE POSTMASTER OR DESIGNEE Linda Miller

OF THE Wilmington, De. INSTALLATION, RENDERED ON _____ AND RECEIVED ON _____

ATTACHMENTS CHECK: STANDARD GRIEVANCE FORM STEP 2 DECISION UNION CORRECTIONS OR ADDITION TO STEP 2 DECISION (IF FILED)

THE FOLLOWING INFORMATION WILL HOPEFULLY ASSIST THE PARTIES IN QUICKLY RESOLVING THIS PROBLEM. TO DISCUSS THIS GRIEVANCE FURTHER, KINDLY CONTACT OUR NATIONAL BUSINESS AGENT James Turner

AT (ADDRESS) 5920 Symphony Woods Road OR BY PHONE (301) 991-1225
Columbia, Md. 21044

VIOLATION INCLUDING BUT NOT LIMITED TO NATIONAL (ART. & SECT.) 19 LOCAL (ART. & SECT.) _____
OTHER GROUNDS: _____

REASON FOR APPEAL: Management of the Wilm. MCO has issued a locally developed form delivery of certified letters and instructing carriers to use them in lieu of forms 3349 and 3611. The use of these forms is not in compliance with the H-39 and H-41.

CORRECTIVE ACTION REQUESTED: Management immediately discontinue the use of Record of Constructive Delivery Forms and comply with the H-39 and H-41 when instructing carriers to deliver certified mail.

RECEIVED

APR 15 1991

NATIONAL ASSOCIATION
OF LETTER CARRIERS AFL-CIO
COLUMBIA, MARYLAND

cc: NATIONAL BUSINESS AGENT, NALC
POSTMASTER

Joseph Apostolico
BRANCH PRESIDENT/DESIGNEE

Joseph Apostolico
SIGNATURE

Step 2 Denial Letter
Class Action Constructive Delivery

If the merits of this case are considered, this form gives the written authority to the carrier to deliver the Official Certified Letter. The authorization specifically states:

NOTE TO CARRIER

YOU ARE AUTHORIZED TO DELIVER THIS OFFICIAL CERTIFIED LETTER WITHOUT ADDRESSES'S SIGNATURE, IF UNAVAILABLE. RETURN THIS RECORD OF DELIVERY TO:

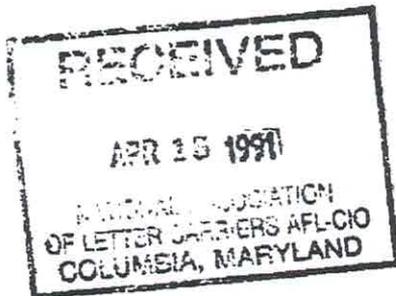
UNITED STATES POSTAL SERVICE
P.O. BOX 10000
WILMINGTON DE 19850-9701

If the recipient is not present to sign the certified letter then the carrier is authorized to deliver the certified letter.

Based on the above, this grievance is denied.

Linda Marie Malone

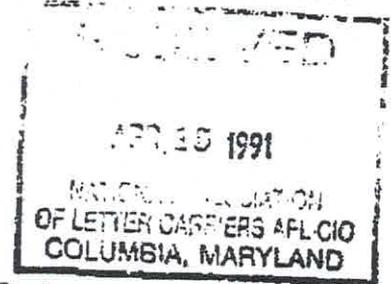
Linda Marie Malone
A/Labor Relations Representative



UNITED STATES POST OFFICE
MANAGEMENT SECTIONAL CENTER
POST OFFICE BOX 10,000
WILMINGTON, DE. 19850

March 25, 1991

Joseph J. Apostolico
President, NALC Branch 191
217 N. Scott St.
Wilmington DE 19805-3436



RA: Class Action
Union #: 2-12-1
Wilm #: 1-509

CERTIFIED NO. #P 637 204 969
RETURN RECEIPT REQUESTED

Dear Mr. Apostolico;

On March 8, 1991, I met with your step II designee, Mr. Robert Wilkerson, to discuss the above referenced grievance.

The matters as presented by him as well as applicable contractual provisions were reviewed and given careful consideration.

The issue addressed in this instant grievance was whether Management violated Article 19, especially the M-39 and M-41 by utilizing a locally generated form to substantiate the delivery of certain correspondence.

The Union maintains that the Constructive Delivery Forms is contrary to the Domestic Mail Manual which stipulates that for all certified mail a signature must be obtained. The Union feels that the Carriers should not be mandated to deliver this correspondence without a signature. The Union at the first meeting verbally stated that neither, New Castle nor Newark uses these forms.

The requested remedy is that Management "cease instructing carriers to use Record of Constructive Delivery Forms and comply with the M-41, M-39 and Domestic Mail Manual."

Management would like to state on the onset that this grievance is untimely. For years, this MSC has used some deviation of this form to constitute that a letter had, in fact, been delivered.

Attached, as exhibits are records of Constructive Delivery. These date back as early as September 1990. Records of Constructive Delivery are from both New Castle and Newark.

Management typically uses this mode of delivery to send correspondence to Postal Workers, usually this is notice of some adverse action or a request to return to duty.



National Association of Letter Carriers (AFL-CIO)

Pursuant to Article XV, Section 2, this form must be used to appeal a grievance to Step 2.

WITHDRAWN	RESOLVED
DATE	
NALC INITIALS	USPS INITIALS

M-01107

STANDARD GRIEVANCE FORM

DATE 2/26/91		BRANCH GRIEV NO 2-12-1	USPS NO
TO: USPS STEP 2 DESIGNEE (NAME & TITLE) Margaret Rucker, Postmaster		INSTALLATION Eilmington MSC	PHONE—OFFICE 523-2227
FROM: BRANCH NO. 191	BUSINESS ADDRESS 217 N. Scott St. wilm., De. 19805		
STEP 2 AUTHORIZED UNION REP Joseph Apostolico		PHONE—OFFICE 888x88x 652-2933	PHONE—OTHER
STEP 1 MEETING HELD ON (DATE/TIME) 2/22/91	BETWEEN USPS REPRESENTATIVE L. Malone	AND GRIEVANT	STEWARD W. Wilkerson
GRIEVANT'S NAME (OR CLASS) Class			PHONE
HOME ADDRESS		CITY	STATE ZIP
JOB CLASSIFICATION	CRAFT SENIORITY DATE	USPS SENIORITY DATE	DUTY HOURS
STATION OR BRANCH Carrier Annex		SOCIAL SECURITY NO	VETERAN <input type="checkbox"/> YES <input type="checkbox"/> NO
OFF DAYS: <input type="checkbox"/> ROTATING	FIXED—CHECK AS APPLICABLE	SA <input type="checkbox"/> SU <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> TH <input type="checkbox"/> F	LEVEL STEP REG. <input type="checkbox"/> <input type="checkbox"/> PTR <input type="checkbox"/> PT
STEP 2 RENDERED ON (DATE/TIME) SECTION	BY (NAME & TITLE)		SUPERVISOR'S INITIALS (UPON REQUEST)

PURSUANT TO ARTICLE XV OF THE NATIONAL AGREEMENT, WE HEREBY APPEAL TO STEP 2, THE FOLLOWING GRIEVANCE VIOLATION, INCLUDING BUT NOT LIMITED TO NATIONAL (ART. & SECT.) 19, M-39, M-41 LOCAL (ART. & SECT.)
 GROUNDS: Domestic Mail Manual

FACTS: WHAT HAPPENED On Feb/ 21, 1991, Branch #191 was informed that management of the Wilm. MSC were instructing carriers to use Constructive Delivery Forms in lieu of forms 3849 and 3811.

ADDITIONAL SHEET ATTACHED

UNION CONTENTIONS: REASONS FOR GRIEVANCE This form has been generated locally and is not authorized by the M-39, M-41 and Domestic Mail Manual.

ADDITIONAL SHEET ATTACHED

CORRECTIVE ACTION REQUESTED: Management cease instructing carriers to use Record of Constructive Delivery Forms and and comply with the M-41, M-39 and Domestic Mail Manual.

BRANCH PRESIDENT/DESIGNEE

Joseph Apostolico

SIGNATURE

Joseph Apostolico

UNITED STATES POST OFFICE
WILMINGTON, DE 19850

RECORD OF CONSTRUCTIVE DELIVERY

TO WHOMEVER IT MAY CONCERN:

Date: _____

I am the regular carrier on Route # _____. I deliver mail to the residence located at _____
(Address)

All mail addressed to Mr. (Mrs.) _____,
_____, has been accepted.
(exact address, city, state and ZIP Code)

On, _____, 19____, at approximately _____ a.m./p.m., I delivered Certified Letter # _____, addressed to (Mr., Mrs.) _____
(Complete Address)

into the regular mail receptacle at the address shown immediately above. Mail addressed to the above mentioned patron, which has been delivered by me to the address shown above, has not been returned to the Post Office marked to indicate that it was undeliverable or that the addressee was unknown at that address.

I certify that the above statements are true and correct according to the best of knowledge and belief.

NOTE TO CARRIER:

You are authorized to deliver this official Certified Letter without addressee's signature, if unavailable. Return this record of delivery to:

United States Postal Service
Labor Relations Representative
P. O. Box 10,07
Wilmington, DE 9850-9994

(Carrier's Name)

(Route No., or Badge No.)

Exhibit #

LABOR RELATIONS

M-01325



RECEIVED

MAY 6 1998

CONTRACT ADMINISTRATION UNIT
N.A.A.C. WASHINGTON, D.C.

Mr. Vincent R. Sombrotto
President
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, NW
Washington DC 20001-2197

Re: 194N-4I-C 97116055
CLASS ACTION
WATERLOO IA 50701-9997

Dear Mr. Sombrotto:

On April 1 and April 16, 1998, I met with your representative to discuss the above-referenced grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management violated the National Agreement when it used a locally developed form.

→ [During our discussion, we mutually agreed that no national interpretive issue is presented in this case. We also agreed that the issuance of local forms, and the local revision of existing forms is governed by Section 325 of the Administrative Support Manual (ASM). The locally modified form at issue was not promulgated according to ASM325.12. Therefore, management will discontinue using this form.]

Accordingly, we mutually agreed to remand this case to the parties at Step 3 for further processing or to be scheduled for arbitration, as appropriate.

Please sign and return the enclosed copy of this decision as your acknowledgment to remand this case. -

Time limits were extended by mutual consent.

Sincerely,

Richard A. Murmer
Labor Relations Specialist
Grievance and Arbitration

Vincent R. Sombrotto
President
National Association of Letter Carriers,
AFL-CIO

Date: 5/26/98