



STEP B DECISION

Step B Team: Moore/Larkey
Mid-America

Decision: **RESOLVED**

Grievant: Jesse Howard

	USPS Number: E11N4E	Branch Grievance Number	Incident Date	Date Informal Step A
1	C17391145	KC3017-110	02/08/2017	02/17/2017
2	C17391155	KC3017-118	02/28/2017	03/02/2017

District: Mid America

Branch: 30
Installation: Kansas City
Delivery Unit: GPO
State: MO, 64108
Formal Step A Meeting Date:
03/13/2017, 03/22/2017
Date Received at Step B: 03/23/2017
Step B Decision Date: 04/03/2017
Issue Code: 19.2000
NALC Subject Code: 504204
Original Step B Received Date: NA
Date Sent to Assisting Team: NA

**Formal Step A Representatives are responsible for disseminating
this Step B Decision back to the Informal Step A Designees**

ISSUE: The Step B Team has reframed the issue statement as;
Did management violate handbooks M-39 and M-41 via Article 19 of the
National Agreement by not properly handling the PS Form 3996 submitted by
the Grievant, and if so what is the appropriate remedy?

DECISION:

The Dispute Resolution Step B Team has **RESOLVED** this grievance by
determining the language contained within the Handbooks M-39 (Management
of Delivery Services) and M-41 (City Delivery Carriers Duties and
Responsibilities) and the instruction portion of the PS Form 3996 is clear in what
sections are to be filled out by the carrier and what sections are to be completed

by management. Both parties will adhere to these instructions when completing the PS Form 3996. In addition the Grievant will receive a one-time lump sum of \$25.00. Management's Step B representative will make the payment in GATS.

BACKGROUND:

The file presented demonstrates the union alleges management failed to fill out section L of the Grievant's PS Form 3996.

The union contends at Formal Step A the following:

- Management failed to complete section L of the Grievant's PS Form 3996
- The Manager filled out her own PS Form 3996 for the Grievant
- Management violated Formal Step A settlements
- The violation of the provisions are knowing intentional and flagrant
- There is a history of non-compliance with grievance resolutions/settlements in the GPO station
- Management at Formal Step A has previously settled several grievances by a payment to the Grievants of \$25.00
- Management violated Step B decision for Grievance #E11N4E-C17091463.

Management contends at Formal Step A management completed the PS Forms 3996 as soon as administratively possible. The form 3996 was left on the Grievants case after he had departed to the street. In the other case the carrier was asked to hold on the Form 3996. In both cases the auxiliary assistance was not assigned until later in the day. In both cases management approved the auxiliary assistance after they had determined who it was being assigned to. Management contends that a monetary remedy is not appropriate. The Grievant was not harmed or sustained any monetary damage.

EXPLANATION:

The file presented demonstrates there was a violation of the cited provisions of the National Agreement.

In order to be corrective and give management an incentive to stop this type of violation, the Grievant will receive a \$25.00 lump sum payment and management will cease and desist the improper completion and handling of the PS Form 3996. The parties are reminded of their responsibility to adhere to the instructions contained on the PS Form 3996 and in the M-39 and M-41 which state:

122.33 The employee, upon request, will be provided a Form 3996, *Carrier - Auxiliary Control*, after the supervisor has been verbally informed as to the reason for the request. The employee shall not be denied the form and, upon request, a duplicate of the completed form will be provided the employee.

131.43 Complete applicable items on Form 3996, *Carrier-Auxiliary Control*, if overtime or auxiliary assistance is authorized in the office or on the street.

Prepare Form 3996, *Carrier-Auxiliary Control* (see Exhibit 28) as follows:

- a. *Items C, D, and E.* Enter the date (C); route number and name (D); lunch place and time, if applicable (E).
- b. *Item F.* Place an X in the space below the number indicating the case shelf containing the mail for which assistance is being requested. The bottom shelf of the letter separations is designated No. 1. When assistance is required for less than a full shelf of mail, enter the portion
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Updated With Postal Bulletin Revisions Through April 5, 2001
of shelf in fractions. The portion should be identified as follows: L 1/2, R 1/4; M 1/2; (L-Left, R-Right, M-Middle of the shelf).
- c. *Items G, H, and I.* Indicate if keys and/or carfare are required and if there is accountable mail for delivery on the route.
- d. *Item J.* Show the reason in detail for requesting assistance. The phrase

"Heavy Mail" is not suitable explanation. (Omit reason for requesting assistance during the Christmas period.)

- e. *Item K.* Under *Estimated Work*, the carrier must enter the estimated hours and minutes of the amount of assistance being requested.
- f. Present form to manager.
- g. *Item L — Auxiliary Assistance.* If assistance is approved the manager shall initial Form 3996 and return it to the carrier for completion of route information.
- h. *Overtime.* If overtime is approved, the manager shall initial the form and enter near his initials the amount of overtime in minutes. After advising the carrier, the form is then deposited in a designated place for use later when the timecard or printout is verified.
- i. *Street Assistance.* When street assistance is approved, the regular carrier shall complete the additional sections of the form as follows.
- j. *Item M.* Show transportation information as indicated.
- k. *Item N.* Indicate the delivery starting point and the blocks on each street to be delivered.
- l. *Item O.* List the points where relays will be found.
- m. *Item P — Carrier Assistant.* Before leaving, enter name and time beginning and ending office work if auxiliary assistance is given in office. Enter begin and end travel to time for street assistance. Enter the begin and end delivery time used to actually deliver all of the assistance. *After completing actual assistance*, enter the begin and end travel from time in the appropriate spaces. Deposit the form in designated place or give it to the manager.

Exhibit 28 on next page.

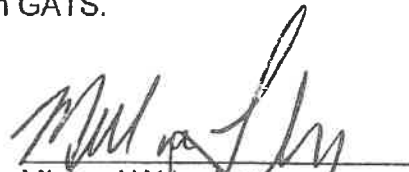
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City Delivery, Carriers Dates and Responsibilities

[illegible]

Based on the file and the above language, the Dispute Resolution Step B Team has **RESOLVED** this dispute by determining the language contained within the Handbooks M-39 (Management of Delivery Services) and M-41 (City Delivery Carriers Duties and Responsibilities) and the instruction portion of the PS Form 3996 is clear in what sections are to be filled out by the carrier and what sections are to be completed by management. Both parties will adhere to these instructions when completing the PS Form 3996. In addition the Grievant will receive a one-time lump sum payment of \$25.00. Management's Step B representative will make the payment in GATS.


 John Moore
 Step B Representative


 Michael W. Larkey USPS
 NALC Step B Representative

CC: Michael Birkett, NBA NALC
 LaWanda Newton USPS Formal Step A
 Frank Mitchell NALC Formal Step A

James Davey, Mgr., Area LR
 Sharon Worthen, (A) Mgr., HR
 Kris Gray, A/Mgr., LR

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Western Area
Labor Relations



May 23, 2017

Pre-Arbitration Settlement

USPS #: E11N-4E-C 17424246
Grievant: Rawlings, R
Location: KCMO Main

Local NALC#: KC3017-134
Branch #: 30

Michael Birkett
National Business Agent
National Association of Letter Carriers
2029 Woodland Parkway – Suite 101
Saint Louis, Missouri 63146

James A. Davey
Manager, Western Area Labor Relations
United States Postal Service
1745 Stout Street – Suite 400
Denver, Colorado 80299

As a result of pre-arbitration discussions on May 23, 2017, between the undersigned parties the following full and final settlement of the above referenced grievance was reached and the grievance is resolved. The terms of which are set forth below:

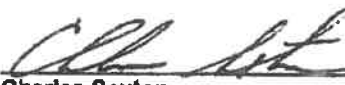
The grievant will be compensated a lump sum of \$25.00 minus appropriate deductions.

By virtue of this full and final settlement agreement the grievance is resolved.



Amy Doty
Western Area Labor Relations

Date 5/23/17



Charles Sexton
NALC Region 5

Date May 23, 2017



STEP B DECISION

Step B Team: Moore/Larkey
Mid-America

District: Mid America

Decision: **IMPASSE**
USPS Number: E11N4EC17424246
Grievant: Rick Rawlings
Branch Grievance Number: KC3017-134
Branch: 30
Installation: KCMO
Delivery Unit: Main Office
State: MO, 64108
Incident Date: 3/20/17
Date Informal Step A Initiated: 3/24/17
Formal Step A Meeting Date: 4/12/17
Date Received at Step B: 4/13/17
Step B Decision Date: 4/26/17
Issue Code: 19.2000
NALC Subject Code: 504204
Original Step B Received Date: NA
Date Sent to Assisting Team: NA

**Formal Step A Representatives are responsible for disseminating
this Step B Decision back to the Informal Step A Designees**

ISSUE:

Did management violate Article 15, Section 3.A, and Postal Service Policy letter (M-01517) via Article 19 of the National Agreement by failing to comply with the Step B grievance settlement dated 12/14/16 for NALC Grievance #KC3015-494, by failing to comply with the grievance settlement dated 2/19/16 for NALC Grievance # KC3015-489 and or settlement dated 7/1/16 for NALC Grievance # KC3016-294 when on 3/20/17, management failed to complete Section L of the Form 3996 when requested by the Grievant, and if so, what should the remedy be?

Management at Step B disagrees with the issue statement presented above, and believes it should be: Did management at the KCMO Main Office fail to complete and return a properly submitted PS Form 3996 on 3/20/17, and if so, is the remedy requested by the union appropriate?

DECISION:

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

EXPLANATION:

The union alleges that on 03/20/17, the Grievant submitted a PS Form 3996, in duplicate, to the Manager requesting one hour of auxiliary assistance. The manager never returned the completed copy of the 3996 to the Grievant. This is a violation of the National Agreement and previous grievance settlements.

NALC Step B Position:

The union is the moving party in this grievance therefore framing of the issue statement is entirely up to the union, so the union holds that management's issue statement should be disregarded.

The union contends management violated Article 19 of the National Agreement via the M-41 section 131.43, M-39 section 122.33 and particularly the instructions on the reverse side of PS Form 3996 on how to fill it out, by not properly completing their section of the Grievant's 3996. Therefore the union contends management violated all the other cited provisions and grievance settlements.

There is no evidence in the file to support management's Formal Step A's claim that the union was not bargaining in good faith by soliciting the carriers into dropping their PS Form 3996s on the Manager's desk. In her statement the Manager claims she never received the Grievant's PS Form 3996. In the Grievant's statement he claims he handed it to the Manager directly. This is supported by a statement from Steward Murray, witnessing the Grievant handing the PS Form 3996 to the Manager.

Management's Formal Step A also made the ridiculous suggestion that the Steward was following the Manager around and watching everything she did. The union holds there is not a possibility management would allow this to happen, any indication otherwise is both baseless and inflammatory. The reality is the Manager has a long history of failing to properly handle PS Forms 3996s, so the carriers and union have a heightened sense of concern when handing in a PS Form 3996 to the Manager. Therefore they pay more attention to the Manager's actions or lack thereof, while doing so.

The file contains numerous Grievance settlements over this issue, for this station, at the Informal Step A (signed by the Manager herself), at the Formal Step A with a \$25.00 monetary settlement, and at the Step B with instructional language giving the parties guidelines to the proper handling of the PS Form 3996. The

union contends the Manager Karen Johnson is well versed in the requirements of management when a carrier hands in a PS Form 3996. The union holds that on 03/10/17, when the Grievant handed her a PS Form 3996 she knowingly and willfully disregarded her responsibilities.

Management argues the Grievant was not harmed by management's actions, the union contends management's failure to communicate to the Grievant on how to handle overtime, on his route on the day in question, with a properly filled out PS Form 3996 and the Grievant not having the protection from un-warranted discipline that comes from a properly filled out PS Form 3996, is harm enough to warrant a monetary payment

The parties have agreed upon and placed into the JCAM on page 41-17 the following language;

In circumstances where the violation is egregious or deliberate or after local management has received previous instructional resolutions on the same issue and it appears that a "cease and desist" remedy is not sufficient to insure future contract compliance, the parties may wish to consider a further, appropriate compensatory remedy to the injured party to emphasize the commitment of the parties to contract compliance. In these circumstances, care should be exercised to insure that the remedy is corrective and not punitive, providing a full explanation of the basis of the remedy.

The union contends the Manager's actions were egregious and deliberate this is after local management has received previous instructional resolutions on the same issue. A compensatory remedy, particularly an escalating one, is the strongest form of incentive the union can request in this type of grievance to motivate management to adhere to the provisions of the contract. Thus the union requests that the Grievant be awarded an escalating remedy in the form of a lump sum payment of \$50.00.

The union contends the manager's actions were taken in a knowing, intentional and flagrant manner. The union holds management's continued disregard for the provisions of their handbooks, and the prior grievance settlements is diminishing the confidence in the union at this station. Therefore, in order to be corrective we request Karen Johnson lead a joint training with Steward Murray, given to all the carriers and managers on the proper use handling of the PS Form 3996.

USPS Step B Position:

Management agrees that there are previous settlements instructing management of their responsibility to complete the appropriate section of the PS Form 3996. Management also agrees that the instructions on the PS Form 3996 and the language in both the M-39 and M-41 are clear;

122.33 The employee, upon request, will be provided a Form 3996, *Carrier - Auxiliary Control*, after the supervisor has been verbally informed as to the reason for the request. The employee shall not be denied the form and, upon request, a duplicate of the completed form will be provided the employee.

131.43 Complete applicable items on Form 3996, *Carrier-Auxiliary Control*, if overtime or auxiliary assistance is authorized in the office or on the street.

Prepare Form 3996, *Carrier-Auxiliary Control* (see Exhibit 28) as follows:

a. *Items C, D, and E.* Enter the date (C); route number and name (D); lunch place and time, if applicable (E).

b. *Item F.* Place an X in the space below the number indicating the case shelf containing the mail for which assistance is being requested. The bottom shelf of the letter separations is designated No. 1. When assistance is required for less than a full shelf of mail, enter the portion Office Time — Preparation 28

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c. *Items G, H, and I.* Indicate if keys and/or carfare are required and if there is accountable mail for delivery on the route.

d. *Item J.* Show the reason in detail for requesting assistance. The phrase

"Heavy Mail" is not suitable explanation. (Omit reason for requesting assistance during the Christmas period.)

e. *Item K.* Under *Estimated Work*, the carrier must enter the estimated hours and minutes of the amount of assistance being requested.

f. Present form to manager.

g. *Item L — Auxiliary Assistance.* If assistance is approved the manager shall initial Form 3996 and return it to the carrier for completion of route information.

h. *Overtime.* If overtime is approved, the manager shall initial the form and enter near his initials the amount of overtime in minutes. After advising the carrier, the form is then deposited in a designated place for use later when the timecard or printout is verified.

i. *Street Assistance.* When street assistance is approved, the regular carrier shall complete the additional sections of the form as follows.

j. *Item M.* Show transportation information as indicated.

k. *Item N.* Indicate the delivery starting point and the blocks on each street to be delivered.

l. *Item O.* List the points where relays will be found.

m. *Item P — Carrier Assistant.* Before leaving, enter name and time beginning and ending office work if auxiliary assistance is given in office. Enter begin and end travel to time for street assistance. Enter the begin and end delivery time used to actually deliver all of the assistance. *After completing actual assistance*, enter the begin and end

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travel from time in the appropriate spaces. Deposit the form in designated place or give it to the manager.

However, in this instant case, management disagrees with the requested remedy. The union is asking for a \$50 payment to the Grievant for the alleged violation. The manager at Informal Step A states that she did not receive the PS Form 3996 from the Grievant. She also states that employees place all types of paperwork on the supervisor's desk throughout the morning and things get lost. The manager states that this has been discussed with the union. The manager states the proper way for the carrier to submit the PS form 3996 is to hand the completed form to the manager and she will complete her portion and return.

At Formal Step A, the management representative states that properly submitted 3996's will be returned as soon as administratively possible. The Formal Step A states that carriers are playing games with the 3996s and expecting the manager to go looking for the forms.

The union contends the Grievant submitted the PS Form 3996 to show that the request for auxiliary assistance had been approved. The Carrier wanted to protect himself for leaving mail at his case. The union contends the manager is refusing to complete the 3996 once submitted; the manager contends she did not receive the 3996.

The file, in this instant case, contains a statement from the steward stating that he witnessed the Grievant giving the 3996 to the manager. The management Formal Step A questions this statement by asking; *"If this union steward witnesses every form handed to management, when is this carrier casing his route?"*

While the union is steadfast in their belief the manager failed to return the completed PS Form 3996, management is adamant that the PS Form 3996 was not handed to the manager, as alleged. Based on the conflicting statements in the file, management contends there is no way to definitively determine if a violation occurred or not.

Management contends the requested remedy in this instant case is not appropriate. In order for there to be a monetary remedy, there must first be harm to the Grievant. In this instant case, the Grievant has received no adverse action. He was not accused of leaving mail, as the union states he was trying to protect himself against. The Grievant was not accused of working unauthorized OT. He got the assistance he requested. Arbitrator Richard Mittenthal discussed appropriate remedies in H1C-NA-C 97; H1C-NA-C 123; H1C-NA-C 124:

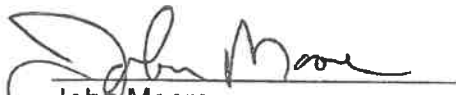
"Fourth, perhaps most important, the purpose of a remedy is to place employees (and management) in the position they would have been in had

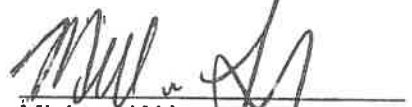
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there been no contract violation. The remedy serves to restore the status quo ante..."

Management contends that in this instant case, even if the carrier did properly submit the PS Form 3996 to the manager, and the manager did fail to return it as soon as administratively possible, the proper remedy would only be a cease and desist; there has been no harm to the employee, so monetary award is appropriate.

It should be noted that the Step B Representatives concur with the positions and contentions brought forward by the Informal and Formal Step A Designees. The arguments brought forward by these Step B Representatives are not intended to diminish the significance and importance of the positions made by the previous Designees. Therefore, the arguments made at the previous steps of the Dispute Resolution Process should be considered when making a determination if a violation occurred, and if so, the appropriate remedy in this instant case.


John Moore
USPS Step B Representative


Michael W Larkey
NALC Step B Representative

CC: Michael Birkett, NBA NALC
LaWanda Newton, USPS Formal Step A
Frank Mitchell, NALC Formal Step A
Mark Moreland, A/Mgr., Area
Sharon Worthen, (A) Mgr., HR
Kris Gray, Mgr., LR

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Western Area
Labor Relations



May 23, 2017

Pre-Arbitration Settlement

USPS #: E11N-4E-C 17424264
Grievant: Rawlings, R
Location: KCMO Main

Local NALC#: KC3017-135
Branch #: 30

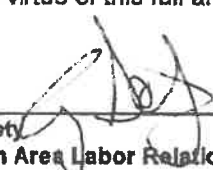
Michael Birkett
National Business Agent
National Association of Letter Carriers
2029 Woodland Parkway – Suite 101
Saint Louis, Missouri 63146

James A. Davey
Manager, Western Area Labor Relations
United States Postal Service
1745 Stout Street – Suite 400
Denver, Colorado 80299

As a result of pre-arbitration discussions on May 23, 2017, between the undersigned parties the following full and final settlement of the above referenced grievance was reached and the grievance is resolved. The terms of which are set forth below:

The grievant will be compensated a lump sum of \$25.00 minus appropriate deductions.

By virtue of this full and final settlement agreement the grievance is resolved.



Amy Doty
Western Area Labor Relations

Date 5/23/17



Charles Sexton
NALC Region 5

Date May 23, 2017



STEP B DECISION

Step B Team: Moore/Larkey
Mid-America

District: Mid America

Decision: **IMPASSE**
USPS Number: E11N4EC17424264
Grievant: Rick Rawlings
Branch Grievance Number: KC3017-135
Branch: 30
Installation: KCMO
Delivery Unit: Main Office
State: MO, 64108
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Management at Step B disagrees with the issue statement presented above, and believes it should be: Did management at the KCMO Main Office fail to complete and return a properly submitted PS Form 3996 on 3/10/17, and if so, is the remedy requested by the union appropriate?

DECISION:

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

EXPLANATION:

The union alleges that on 03/10/17, the Grievant submitted a PS Form 3996, in duplicate, to the Manager requesting one hour of auxiliary assistance. The manager never returned the completed copy of the 3996 to the Grievant. This is a violation of the National Agreement and previous grievance settlements.

NALC Step B Position:

The union is the moving party in this grievance therefore framing of the issue statement is entirely up to the union, so the union holds that management's issue statement should be disregarded.

The union contends management violated Article 19 of the National Agreement via the M-41 section 131.43, M-39 section 122.33 and particularly the instructions on the reverse side of PS Form 3996 on how to fill it out, by not properly completing their section of the Grievant's 3996. Therefore the union contends management violated all the other cited provisions and grievance settlements.

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The parties have agreed upon and placed into the JCAM on page 41-17 the following language;

In circumstances where the violation is egregious or deliberate or after local management has received previous instructional resolutions on the same issue and it appears that a "cease and desist" remedy is not sufficient to insure future contract compliance, the parties may wish to consider a further, appropriate compensatory remedy to the injured party to emphasize the commitment of the parties to contract compliance. In these circumstances, care should be exercised to insure that the remedy is corrective and not punitive, providing a full explanation of the basis of the remedy.

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Management agrees that there are previous settlements instructing management of their responsibility to complete the appropriate section of the PS Form 3996. Management also agrees that the instructions on the PS Form 3996 and the language in both the M-39 and M-41 are clear:

003

122.33 The employee, upon request, will be provided a Form 3996, *Carrier - Auxiliary Control*, after the supervisor has been verbally informed as to the reason for the request. The employee shall not be denied the form and, upon request, a duplicate of the completed form will be provided the employee.

131.43 Complete applicable items on Form 3996, *Carrier-Auxiliary Control*, if overtime or auxiliary assistance is authorized in the office or on the street.

Prepare Form 3996, *Carrier-Auxiliary Control* (see Exhibit 28) as follows:

a. *Items C, D, and E.* Enter the date (C); route number and name (D); lunch place and time, if applicable (E).

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c. *Items G, H, and I.* Indicate if keys and/or carfare are required and if there is accountable mail for delivery on the route.

d. *Item J.* Show the reason in detail for requesting assistance. The phrase

"Heavy Mail" is not suitable explanation. (Omit reason for requesting assistance during the Christmas period.)

e. *Item K.* Under *Estimated Work*, the carrier must enter the estimated hours and minutes of the amount of assistance being requested.

f. Present form to manager.

g. *Item L — Auxiliary Assistance.* If assistance is approved the manager shall initial Form 3996 and return it to the carrier for completion of route information.

h. *Overtime.* If overtime is approved, the manager shall initial the form and enter near his initials the amount of overtime in minutes. After advising the carrier, the form is then deposited in a designated place for use later when the timecard or printout is verified.

i. *Street Assistance.* When street assistance is approved, the regular carrier shall complete the additional sections of the form as follows.

j. *Item M.* Show transportation information as indicated.

k. *Item N.* Indicate the delivery starting point and the blocks on each street to be delivered.

l. *Item O.* List the points where relays will be found.

m. *Item P — Carrier Assistant.* Before leaving, enter name and time beginning and ending office work if auxiliary assistance is given in office. Enter begin and end travel to time for street assistance. Enter the begin and end delivery time used to actually deliver all of the assistance. *After completing actual assistance*, enter the begin and end travel from time in the appropriate spaces. Deposit the form in designated place or give it to the manager.

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However, in this instant case, management disagrees with the requested remedy. The union is asking for a \$50 payment to the Grievant for the alleged violation. The manager at Informal Step A states that she did not receive the PS Form 3996 from the Grievant. She also states that employees place all types of paperwork on the supervisor's desk throughout the morning and things get lost. The manager states that this has been discussed with the union. The manager states the proper way for the carrier to submit the PS form 3996 is to hand the completed form to the manager and she will complete her portion and return.

At Formal Step A, the management representative states that properly submitted 3996's will be returned as soon as administratively possible. The Formal Step A states that carriers are playing games with the 3996s and expecting the manager to go looking for the forms.

The union contends the Grievant submitted the PS Form 3996 to show that the request for auxiliary assistance had been approved. The Carrier wanted to protect himself for leaving mail at his case. The union contends the manager is refusing to complete the 3996 once submitted; the manager contends she did not receive the 3996.

The file, in this instant case, contains a statement from the steward stating that he witnessed the Grievant giving the 3996 to the manager. The management Formal Step A questions this statement by asking; *"If this union steward witnesses every form handed to management, when is this carrier casing his route?"*

While the union is steadfast in their belief the manager failed to return the completed PS Form 3996, management is adamant that the PS Form 3996 was not handed to the manager, as alleged. Based on the conflicting statements in the file, management contends there is no way to definitively determine if a violation occurred or not.

Management contends the requested remedy in this instant case is not appropriate. In order for there to be a monetary remedy, there must first be harm to the Grievant. In this instant case, the Grievant has received no adverse action. He was not accused of leaving mail, as the union states he was trying to protect himself against. The Grievant was not accused of working unauthorized OT. He got the assistance he requested. Arbitrator Richard Mittenthal discussed appropriate remedies in H1C-NA-C 97; H1C-NA-C 123; H1C-NA-C 124:

"Fourth, perhaps most important, the purpose of a remedy is to place employees (and management) in the position they would have been in had there been no contract violation. The remedy serves to restore the status quo ante..."

Management contends that in this instant case, even if the carrier did properly submit the PS Form 3996 to the manager, and the manager did fail to return it as soon as administratively possible, the proper remedy would only be a cease and desist; there has been no harm to the employee, so monetary award is appropriate.

It should be noted that the Step B Representatives concur with the positions and contentions brought forward by the Informal and Formal Step A Designees. The arguments brought forward by these Step B Representatives are not intended to diminish the significance and importance of the positions made by the previous Designees. Therefore, the arguments made at the previous steps of the Dispute Resolution Process should be considered when making a determination if a violation occurred, and if so, the appropriate remedy in this instant case.


John Moore
USPS Step B Representative


Michael W Larkey
NALC Step B Representative

CC: Michael Birkett, NBA NALC
LaWanda Newton, USPS Formal Step A
Frank Mitchell, NALC Formal Step A
Mark Moreland, A/Mgr., Area
Sharon Worthen, (A) Mgr., HR
Kris Gray, Mgr., LR

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