



STEP B DECISION

Step B Team: McClintock/Ramsey

Decision: **RESOLVED**
USPS Number: E06N4EC12293107
Grievant: Class Action
Branch Grievance Number: KC3012-516
Branch: 30
Installation: Kansas City MO
Delivery Unit: Raytown Station
State: MO. 64133
Incident Date: 07/11/12-ongoing
Date Informal Step A Initiated: 08/18/12
Formal Step A Meeting Date: 08/30/12
Date Received at Step B: 09/14/12
Step B Decision Date: 09/27/12
Issue Code: 19.0000
NALC Subject Code: 100200
Original Step B Received Date: NA
Date Sent to Assisting Team: NA

District: Mid America

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

ISSUE:

Did management violate, but not limited to, Article 3,5,19, M-00159, M-01317, M-01663, M-01691, or the M-41 when they required city carriers to collate or take KC Star papers designated with ECRWSH flat as a third bundle to the street instead of casing them, and if so, what is the appropriate remedy?

DECISION:

The Mid America District Dispute Resolution Step B Team has **RESOLVED** this grievance by determining the file demonstrated a violation of the National Agreement. The Raytown Branch is currently not a Flat Sequencing System (FSS) office and is not subject to the any National Memorandum of Understanding (MOU) for FSS offices (M-01697, M-01691). Management will abide by the third bundle MOU agreed to by the USPS and NALC and dated 07/03/07 (M-01663). The MOU is cited in this decision and available on page 41-54 of the JCAM. On park and loop or foot delivery routes; any Enhanced Carrier Route (ECR) mail that does not also meet the WSS standard (such as ECR WSH) cannot meet the requirement to be considered as being available to be carried as a third bundle.

EXPLANATION:

The file presented demonstrates that the union alleges management violated the National Agreement when they instructed carriers to take ECRWSH/KC Star News papers directly to the street instead of casing them.

The union contends that management violated Article 19 and the 2007 Memorandum when they instructed carriers to take the KC Star food paper directly to the street. The union contends that they questioned local management when they were informed that it was a new Mid-America District policy. The union stated that when they requested a copy of the new district policy, it was provided.

The union contends that this specific dispute, regarding ECRWSH mail was resolved by Memorandum (M-01663) at the National level. The union stated they shared a copy of the Agreement with local management but they refused to comply. The union contends that management refused to comply with their own handbooks and manuals.

The union contends the M-41 is the manual that directs carriers in all their duties. The instruction in section 121 is to route or case all mail (except DPS). The union contends section 121 is the first true instruction given pertaining to the actual working of the mail. The union contends the M-41 definition of Casing or Routing is the act of placing letter and flat mail in separations of carrier cases which also refers to the process of placing flat mail in delivery sequence.

The union contends the Raytown Station is a Non-FSS site; but carriers have recently been instructed to collate WSH papers as if then were an FSS site. The union contends MOU (M-01691) which was signed in August, 2008 pertains specifically to FSS sites. As noted earlier Raytown Station is not an FSS site.

The union contends that when all pre-arbs and Step 4 agreements from this case file are taken and read together, it is clear what may be worked as a third bundle. The union contends the M-41 states to case all mail, MOU (M-01317) no unilateral work method, MOU (M-01663) 75% and 90% coverage's defines WSH should be cased, MOU (M-01691) collating for FSS sites.

Management contends the decision to change the methods of handing the KC Star papers has nothing to do with wages, hours, or working conditions and it complies with Article 3 requirements for efficacy and determining methods & means for the operations.

Management contends that the union has failed to establish that these types of mailings are not already sequenced and do not require carriers to get them into delivery order. Management contends that on park and loop routes there have been exceptions where the carrier has been allowed to case on a multiple ECR sequence mailing days. Management contends casing mail that is already in

delivery sequence only builds office time that is not necessary because the mail is already in delivery order.

Management contends that any mail identified as ECR is enhanced carrier route mail. ECRWSH is defined as enhanced carrier route walk sequence high density, which means the mail arrives in order of delivery for the route.

Management contends that WSH flats (specifically the Star weekly papers) should not be collated, the union states the WSH Stars should be cased in on a weekly basis. Management contends casing the star papers is double handing. During the Formal A meeting in a joint effort to attempt to resolve this issue, management offered to settle this Grievance by immediately ceasing the method of collating the WSH Star papers. Management suggested all Star mailing be taken to the street as a third bundle.

Management contends double handing the mail, is inefficient. Management has agreed if carriers had four bundles of mail then one of the coverage's would be collated as the other would be taken as a third bundle to the street on park and loop routes. Management contends the agreement either do not apply in this case or they are "pending agreements for national leave arbitration.

The National parties agreed and placed within the JCAM the approved method for handling simplified and sequenced mailings as third bundles. The JCAM page 41-54 states in part:

**THIRD BUNDLE SETTLEMENT
Q98N-4Q-C 00189552 (M-01663)**

Case Q98N-4Q-C 01045570 arose as a result of the application of the March 21, 2000, Memorandum of Understanding (MOU) Re: City Letter Carrier DPS Work Methods. The issue in this grievance is whether city letter carriers in a DPS environment using the vertical flat case (VFC) work method on park and loop or foot deliveries may be required to carry pre-sequenced addressed mail as a third bundle, when DPS letters and cased mail (flats and non-DPS letters) constitute the first and second bundles. The parties agree that:

Case #Q98N-4Q-C 00189552 arose as a result of handbook modifications indicating that city letter carriers on park and loop or foot deliveries may be required to carry up to three bundles of mail.

Notwithstanding the above agreement, the parties recognize that the Postal Service and its employees have an obligation to the American public to provide cost effective quality mail service. We also recognize that the changing nature of the mail (e.g., decreasing First-Class Mail volume, increasing parcels and increasing automation) necessitate changes in our work methods. Therefore, the parties further agree that:

1. In accordance with the recognitions cited in the above paragraph, effective with the signing of this agreement the parties agree that city letter carriers on park and loop or foot deliveries who currently carry three bundles will continue to carry as a third bundle, within weight restrictions, Enhanced Carrier Route (ECR) and Periodicals walk sequenced letter or flat mailings (WSS) that have either 90% or more coverage of the


2. The parties will establish a joint work group to examine the various methods of mail delivery on park and loop and foot deliveries. The objective of the work group will be to develop safe and efficient delivery methods for handling three bundles of addressed and/or unaddressed mail on routes with these types of deliveries. The work group will develop appropriate methods in the current DPS letter environment and it will complete its mission within sixty days of this agreement. After that sixty day period all city carriers on park and loop and walking deliveries will be required to carry three bundles using methods from the work group, unless management determines that fewer than three bundles will be used. If the work group does not reach agreement within sixty days, all city carriers on park and loop and walking deliveries will, unless otherwise determined by management, be required to carry three bundles, but the individual city carrier will determine whether he/she carries the third bundle on the arm or in the satchel. Regardless of the work method, the third bundle must meet the requirements of paragraph 1 above. (emphasis added)

The MOU cited above and contained within the case file demonstrates the national parties agreed that only mail designated as ECR WSS meets the requirements to be taken directly to the street as a third bundle on foot or park and loop routes; other ECR designations such as ECR WSH do not meet the requirement to be classified eligible for being taken directly to the street and carried as a third bundle mail.

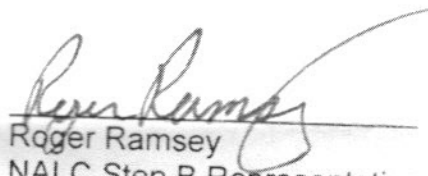
The case file demonstrates at least some of the Kansas City Star papers are ECR WSH and are not eligible to be carried as a third bundle directly to the street.

The case file also demonstrates the Raytown Branch currently is not an FSS office. Any MOUs directly related to FSS offices do not apply to the Raytown Branch. Any carrier duties or work methods specific for an FSS office do not apply to the Raytown Branch.

Based on the facts of the file, the file demonstrated a violation of the National Agreement.



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