

**CORE ISSUE: FAILURE TO CONDUCT SPECIAL INSPECTION,
ARTICLE 19**

**STEP B
DECISION:**

The Dispute Resolution Team have **RESOLVED** that the grievance has merit. Carrier Smith will receive \$25:00 a week for a grand total of six weeks, this will cover the time from March 29, 1999 through May 10, 1999. The carrier will also receive a route inspection within fourteen (14) days if one has not already taken place.

EXPLANATION:

The issue before the Step B Representatives is did management violate Article 19 of the National Agreement, when they failed to abide by Handbook M-39 Sections 217.1, 221.1, 270 and 272 during a special route inspection. This Special Route Inspection resulted from a Step B Decision; NALC X-0027, February 14-99. This decision ordered management “to conduct a Special Route Inspection within fourteen (14) days of receipt of this decision”. To address this dispute we will reference and apply the pertinent sections of the National Agreement, Joint Contract Administration Manual (JCAM), Handbooks and Manuals:

National Agreement

Article 19 Handbooks and Manuals

Those parts of all handbooks, manuals and published regulations of the Postal Service, that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall contain nothing that conflicts with this Agreement shall have the right to make changes that are not inconsistent with this Agreement and that are fair, reasonable, and equitable. This includes, but is not limited to, the Postal Service Manual and the F-21, Timekeeper’s Instructions.

M-39 Handbook

Section 272

When special inspections are made because of conditions mentioned in 271, they must be conducted in the same manner as the formal count and inspection.

Section 217 Dry -Run Count

Section 217.2

The sample dry-run count items, forms, and completion instructions must be furnished each carrier in time to allow for completion and review prior to start of the period of count and inspection (see exhibits 217.2 (p.1,2, and 3). Overtime or auxiliary assistance should not be used for the completion of the dry run. Therefore, a lighter volume day should be selected.

Section 22.1 Letter Routes

Section 221.11 Schedule

The count of mail on all delivery routes, regular and auxiliary, must be for 6 consecutive delivery days on one-trip routes and for five consecutive delivery days, exclusive of Saturday, on two-trip routes or one-trip routes with abbreviated or no delivery on Saturday. It is not mandatory that mail counts begin on Saturday and continue through Friday so long as they are made on consecutive delivery days.

Section 262 Adjustments

The manager who makes the adjustment must enter the amount of relief or addition to the route under *Adjustment Made* column on the reverse of Form 3999-B. He or she must also enter any pertinent comments, sign, and date the form.

Section 263 Consultation with Carrier

Before changes are actually or tentatively made, consult the carrier and obtain his or her views on the proposals.

It is management's position that a consultation was given and adjustments were made. The Podunk Main Post Office is scheduled for a new route inspection on 5-10-99 and the carrier agreed to wait for a new inspection, and subsequently broke that agreement.

The Union contends that management failed to give a proper route inspection as ordered by the Step B Decision of February 19, 1999. Management when it finally conducted the route inspection, failed to abide by any of rules and regulations during the inspection as outlined in the M-39 Handbook. The Union President was never notified when the inspection was going to take place. No dry run was conducted, no prior notice (posting), no consultation, no carrier in put with regard to any adjustment of the assignment. Carrier never received a copy of the PS Form 1840 reflecting the totals and averages from the PS Form 1838. Management did everything in its' power to delay the special inspection so as to conveniently wait until May 10, 1999 when the entire station would under go a route inspection. Carrier was notified on May 5, 1999 that the route had a new starting time along with some physical changed to the assignment. All of this took place without a consultation or carrier input. There was no agreement to defer the inspection until May 10, 1999. The union subsequently requests that the grievant be paid \$50:00 a day for every day the carrier was denied a proper route inspection and management immediately schedule and conduct a route inspection as outlined in the M-39 and so ordered by the Step B Team.

The central issues to be decided is did management comply with the Step B decision, NALC X-0027 and did it follow the rules and regulations established in the Handbook M-39. As we reviewed the evidence in the case file it is apparent that management has complied with the fourteen (14) mandates imposed by the Step B Representatives, by conducting a route inspection on March 7, 1999. The file contains no PS Forms 1838 in which to reference, nor is there a 1840 submitted in the case file. In reviewing the evidence with regard to the union's allegation that the route inspection was

not conducted properly, it is apparent that the inspection was not done according to the guidelines established in the M-39 Handbook. No dry run was conducted nor was any advance notice (posting) given. From the testimony in the file it is apparent that the adjustment and the consultation took place on the same day. This statement is not challenged by management and we therefore have accepted it as fact. With no PS Form 1840 given to the carrier for review along with the fact that the adjustment and consultation taking took place on the same day, we came to one conclusion and that was management has failed to abide by the inspection provisions of M-39 Handbook. Section 241.1 specifically requires that the PS Form 1840 be given at least 1 day in advance of consultation. This as evidenced in the file was not done. When we combined this with the fact that no advance notice was given nor was any dry run conducted it is apparent that at best a superficial inspection had taken place. The M-39 is specific and requires management to conduct a special route inspection in the same manner as the formal count and inspection. We have given no gravity to the argument presented by management that an agreement was reached to forgo the inspection until May 10, 1999 for two reasons. First of all there is no proof in writing submitted to verify that an agreement was in place. There appears to be an integrity problem materializing from this office as witnessed in previous disputes, and we must recommend that in the future all agreements be put in writing. Secondly the fact that the carrier went so far as to file two grievances for a special route inspection anyone would be hard pressed to believe that the carrier would have agreed to wait until May 10, 1999.

To arrive at an appropriate remedy one must consider how the grievant has suffered, and what will assure compliance with the M-39 Handbook in the future. A request of \$50.00 a day dating back to the original grievance filing of 1-25-99 is too severe and not reflective of any sustained loss or suffering. The union has not established how on an every day basis the grievant has suffered to award a daily penalty. How much time was the route overburdened? This question is never answered. Management did make an adjustment to the assignment on May 5, 1999 and we have concluded that the route was in need of some type of relief and as such a remedy to the carrier should take place. The request for an immediate route inspection is almost rendered mute by the fact a whole office inspection has already taken place on May 10, 1999. Management has had two (2) attempts to get the inspection right once on January 25, 1999 and again on March 7, 1999 and has failed to do so. If management had conducted the route inspection properly back in January it would have required an adjustment within 52 calendar days of the completion of the mail count in accordance with Section 211.3 of the M-39 Handbook. Calculating this time we arrive at the week of March 29, 1999. At this time a route adjustment should have taken place, therefore, Carrier Smith will receive \$25.00 a week from March 29, 1999 to May 10, 1999 as remedy for the inspection violations of the M-39 Handbook. The grievant will also receive a route inspection with in fourteen (14) days of this decision if the May 10, 1999 inspection has not already taken place.

