

STEP B DECISION

ISSUE: "GOLDEN HOUR"

Did Manager Harry Potter violate Article 19 of the National Agreement when during a floor talk he instituted a Quiet or Golden Hour where carriers may not talk, ask questions to their supervisors and/or simply only case mail during their first hour of work?

DECISION:

The DRT has **RESOLVED** this grievance. Management's unilateral action of restricting employees from any activities other than casing mail during the first hour of the day is in violation of Article 19, Handbooks and Manual. Management will cease and desist from this practice. Management's statement, "*the first hour is reserved for casing mail unless it is an emergency*" would violate some aspects of the JCAM and the Handbooks and Manuals. The reference, implying that Article 3 of the JCAM super-cedes all else, is not valid. The local parties must abide by the JCAM as well as all Handbooks and Manuals.

EXPLANATION:

The Union contends that on 2-01-2005 Manager Potter initiated what he referred to as the "Golden Hour" or "Quiet Hour". The Union states they were instructed not to talk to each other or their supervisors, not to seek direction from management, not to seek assistance from the Union or make any inquiries for the first hour every morning. The Union argues that these restrictions are in violation of Article 19 of the National Agreement.

The Union cited two grievances of a similar nature regarding unilateral decisions by management that were resolved at the local level. It is the opinion of DRT that this case is also resolvable had the parties communicated and explained their specific contentions to one another.

Management contends the first hour of the day is "reserved for carriers to case their mail unless it is an emergency." Management explains the supervisor needs the first hour every morning to complete daily reports before 8:30am. They claim this directive is fair and increases efficiency on the workroom floor. They assert this is their right under Article 3 of the National Agreement.

The DRT has determined the restrictions placed on the grievant's are in violation of Articles 5, 17 and 19 of the JCAM. Management has created a blanket policy to cover every day and every occurrence regardless of the conditions. The word "emergency" should not be loosely used so that it would restrict someone from going to the bathroom or that a "request" for representation cannot be made because it is not an emergency. Management has a right to manage those situations in accordance with the Handbooks and Manuals and Article 17 of the JCAM respectively.

Management has initiated changes in working conditions in a unilateral manner this is in violation of Article 5 of the JCAM, which states:

Prohibition on Unilateral Changes:

Article 5 prohibits management taking any unilateral action inconsistent with the terms of the existing agreement or with its obligations under law. Section 8(d) of the National Labor Relations Act prohibits an employer from making unilateral changes in wages, hours or working conditions during the term of a collective bargaining agreement.

Management's actions in regard to denying all requests to seek Union representation or denying requests by stewards to perform Union business within the first hour of the day is in direct conflict with the JCAM Article 17.3, which states:

17.3 Section 3. Rights of Stewards

When it is necessary for a steward to leave his/her work area to investigate and adjust grievances or to investigate a specific problem to determine whether to file a grievance, the steward shall request permission from the immediate supervisor and such request shall not be unreasonably denied.

Under the rules imposed by management, the steward would not even be allowed to request time to investigate grievances. Employees may be unjustly delayed from seeking Union representation also. This a violation of the above-cited passage contained in the JCAM. Article 19 states in part:

Handbooks and Manuals:

Article 19 provides that those postal handbook and manual provisions directly relating to wages, hours, or working conditions are enforceable as though they were part of the National Agreement.

The M-41, which is an enforceable Handbook under Article 19 of the JCAM specifically, explains a carrier's duties. The M-41 Section 1 and Section 2 titled "*Responsibilities of Carrier*" and "*Office Time – Preparation*" covers in great detail a letter carrier's responsibilities and duties. Management can expect all employees to act in accordance with these rules and regulations. Requiring carriers to stay at their case and work is not a new concept. The DRT was interested in why the first hour of the day is more important than the other seven hours. Carriers should work to the best of their abilities all eight hours in a day.

Letter carriers are expected to work quietly and diligently as outlined in the M-41 Section 112.25:

Be prompt, courteous, and obliging in the performance of duties. Attend quietly and diligently to work and refrain from loud talking and the use of profane language.

Carriers are expected to abide with this rule. However, to impose a broad rule such as the "Golden Hour" is inappropriate and in violation of the handbooks and manuals. It is ironic that we are a communication business and we are involved in a grievance process (DRP) that requires communication, yet management has chosen to restrict their employee's ability to communicate.

Management will "cease and desist" from enforcing the "Golden or Quiet Hour" rules. Management will not issue instructions that are in conflict with the Handbooks and Manuals. The Union's request for a monetary award is denied. The DRT did not feel the instant case was representative of the previous grievances filed and not a repetitive situation.