

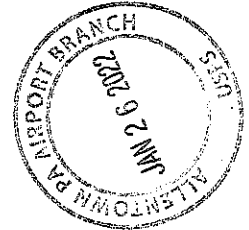
Central PA / South Jersey DRT
2100 N. 13th Street
Reading, PA 19612
Phone 610-921-7035 or 610-921-7086
FAX 610-921-7025



STEP B DECISION

Step B Team: **Melissa A. Fegely**
Joshua P. Leeking

Decision: **Resolved**
USPS Number: **4B 19N-4B-C 22064595**
Grievant: **Class Action**
Branch Grievance Number: **274-21-975**
Branch: **274**
Finance Number: **41-0128**
Installation: **Allentown**
Delivery Unit: **Allentown**
Zip Code: **18109**
State: **Pennsylvania**
Incident Date: **11/04/2021**
Date Informal Step A Initiated: **11/17/2021**
Formal Step A Meeting Date: **12/16/2021**
Date Received at Step B: **01/04/2022**
Step B Decision Date: **01/20/2022**
Issue Code: **41.4960**
NALC Subject Code: **100200**



District: **Central PA**

ISSUE: Did management fail to follow SOP and MOU agreements when instructing carriers to carry two sets of Delivery Point Sequence (DPS) mail and use one as a third bundle? If so, what is the appropriate remedy?

DECISION: The Dispute Resolution Team (DRT) has **RESOLVED** this case. Management violated the National Agreement when they failed to follow the SOP and MOU agreements when they instructed carriers to carry two sets of DPS, as a third and fourth bundle. The appropriate remedy in this case is to end this practice and instruct management to comply with M-01663 and M-01861, RE: Third Bundles for City Letter Carriers on Park and Loop or Foot Delivery Routes.

EXPLANATION: According to the facts of the file, management instructed letter carriers in the Allentown Post Office to take two (2) sets of Delivery Point Sequence (DPS) mail to be delivered on November 6, 2021, November 15, 2021, November 21, 2021, and December 1, 2021. The union objected and filed this grievance.

The union contends the instructions given to the carrier on multiple days to carry DPS as both a third and fourth bundle were improper instructions and unsafe. The union argues the language set forth in both M-01861 and M-01663 would prohibit management to instruct carriers on park and loop routes to carry DPS as a third or fourth bundle. The union notes M-01663 clearly states:

The March 21, 2000 MOU did not provide the Postal Service with the right to require letter carriers on park and loop or foot deliveries to carry pre-sequenced addressed mail as a third bundle.


The union contends DPS does not contain an ECR, WSS, ECRWSS, ECRWSH, or ECRLOT indicia. The union cites M-01861, in pertinent part:


Each pre-sequenced addressed mailing for a particular route that meets this criteria is identified with a label/indicia containing the ECRWSS endorsement. This label/indicia remains the determining factor of whether a pre-sequenced addressed mailing on a particular route meets the above referenced criteria required to assign a city letter carrier on a park and loop or foot route to carry it as a third bundle within weight restrictions. Accordingly, if a pre-sequenced addressed mailing for a particular route is identified with a different label/indicia (e.g. ECRWSH or ECRLOT), the bundle would not meet the subject criteria.

The union argues the M-41, Sections 322.11, 322.22, and 812.5; and M-39, Section 125.1 all reference all bundles of mail should be worked from the working tray of the vehicle. The union states management does have the right to manage under Article 3 of the National Agreement, but this does not allow management to break the contract or any national level grievance settlements. The union argues if the mail was backed up, management could have allowed carriers to case the DPS in and carry it collated. The union requests as remedy management agree to abide by M-01861 and M-01663 by discontinuing the instruction of carriers carrying DPS as both a third and fourth bundle.

Management contends there was multiple days of delayed mail left in the office. They state it was imperative that all of it was delivered the next day. Management argues the three-bundle system is the most efficient means to deliver this mail, and it reduced labor costs. Management denies the union's accusation that this is a ongoing practice.

The DRT has reviewed all the facts and contentions presented by both parties. Our review finds no dispute that management instructed carriers to carry DPS as a third or fourth bundle on the dates in question. The Team agrees this instruction was a violation of the National Agreement. M-01861 outlines what mail may be carried as a third bundle. DPS is neither defined as a third bundle in M-01861, nor a simplified mailing. Further, we agree appropriate remedy in this case is to end this practice and instruct management to comply with M-01663 and M-01861, RE: Third Bundles for City Letter Carriers on Park and Loop or Foot Delivery Routes.


Melissa A. Fegely
Step B Representative-USPS


Joshua P. Leeking
Step B Representative-NALC

cc: **Step A Parties**
National Business Agent
Area Labor Relations Manager
District Manager
District Human Resource Manager
District Labor Relations Manager
File

Grievance File Contents
PS Form 8190
Union's Facts & Contentions
Steward's Notes
Request for Information
M-01861
M-01663
Contract Talk Article
Carrier Statement and Interview
Union Additions
Management Contentions