

ARTICLE 16 DISCIPLINE PROCEDURE

16.1

Section 1. Principles

In the administration of this Article, a basic principle shall be that discipline should be corrective in nature, rather than punitive. No employee may be disciplined or discharged except for just cause such as, but not limited to, insubordination, pilferage, intoxication (drugs or alcohol), incompetence, failure to perform work as requested, violation of the terms of this Agreement, or failure to observe safety rules and regulations. Any such discipline or discharge shall be subject to the grievance-arbitration procedure provided for in this Agreement, which could result in reinstatement and restitution, including back pay.

Just Cause Principle

The principle that any discipline must be for “just cause” establishes a standard that must apply to any discipline or discharge of an employee. Simply put, the just cause provision requires a fair and provable justification for discipline.

Just cause is a term of art created by labor arbitrators. It has no precise definition. It contains no rigid rules that apply in the same way in each case of discipline or discharge. However, arbitrators frequently divide the question of just cause into six sub-questions and often apply the following criteria to determine whether the action was for just cause. These criteria are the basic considerations that the supervisor must use before initiating disciplinary action.

- **Is there a rule?** If so, was the employee aware of the rule? Was the employee forewarned of the disciplinary consequences for failure to follow the rule? It is not enough to say, “Well, everybody knows that rule,” or “We posted that rule ten years ago.” You may have to prove that the employee should have known of the rule. Certain standards of conduct are normally expected in the industrial environment and it is assumed by arbitrators that employees should be aware of these standards. For example, an employee charged with intoxication on duty, fighting on duty, pilferage, sabotage, insubordination, etc., may be generally assumed to have understood that these offenses are neither condoned nor acceptable, even though management may not have issued specific regulations to that effect.
- **Is the rule a reasonable rule?** Management must make sure rules are reasonable, based on the overall objective of safe and efficient work performance. Management’s rules should be reasonably related to business efficiency, safe operation of our business, and the performance we might expect of the employee.
- **Is the rule consistently and equitably enforced?** A rule must be applied fairly and without discrimination. Consistent and equitable

enforcement is a critical factor. Consistently overlooking employee infractions and then disciplining without warning is improper. If employees are consistently allowed to smoke in areas designated as No Smoking areas, it is not appropriate suddenly to start disciplining them for this violation. In such cases, management loses its right to discipline for that infraction, in effect, unless it first puts employees (and the unions) on notice of its intent to enforce that regulation again. Singling out employees for discipline is usually improper. If several similarly situated employees commit an offense, it would not be equitable to discipline only one.

- **Was a thorough investigation completed?** Before administering the discipline, management must make an investigation to determine whether the employee committed the offense. Management must ensure that its investigation is thorough and objective. This is the employee's day in court privilege. Employees have the right to know with reasonable detail what the charges are and to be given a reasonable opportunity to defend themselves before the discipline is initiated.
- **Was the severity of the discipline reasonably related to the infraction itself and in line with that usually administered, as well as to the seriousness of the employee's past record?** The following is an example of what arbitrators may consider an inequitable discipline: If an installation consistently issues five-day suspensions for a particular offense, it would be extremely difficult to justify why an employee with a past record similar to that of other disciplined employees was issued a 30-day suspension for the same offense. There is no precise definition of what establishes a good, fair, or bad record. Reasonable judgment must be used. An employee's record of previous offenses may never be used to establish guilt in a case you presently have under consideration, but it may be used to determine the appropriate disciplinary penalty.
- **Was the disciplinary action taken in a timely manner?**
Disciplinary actions should be taken as promptly as possible after the offense has been committed.

Corrective Rather than Punitive

The requirement that discipline be corrective rather than punitive is an essential element of the just cause principle. In short, it means that for most offenses management must issue discipline in a progressive fashion, issuing lesser discipline (e.g., a letter of warning) for a first offense and a pattern of increasingly severe discipline for succeeding offenses (e.g., short suspension, long suspension, discharge). The basis of this principle of corrective or progressive discipline is that it is issued for the purpose of correcting or improving employee behavior and not as punishment or retribution.

113.4 Park and Loop Route

A route that uses a motor vehicle for transporting all classes of mail to the route. The vehicle is used as a moveable container as it is driven to designated park points. The carrier then loops segments of the route on foot.

113.5 Dismount Route

A city delivery route on which 50 percent or more of the possible deliveries are made by dismount delivery to the door, Vertical Improved Mail (VIM) Room, Neighborhood Delivery and Collection Box Units (NBU), Delivery Centers, etc. (If the dismount deliveries are less than 50 percent of the total possible deliveries of a route, the route will be classified as per the majority of the type delivery; e.g., curblane, park and loop, etc.)

114 City Delivery Area Map

114.1 Each unit must have a map of the ZIP Code area served. Show the boundaries of each route using street names or numbers and identify each route by number. If desired, use different colors to show each route.

114.2 The unit manager can study the line of travel to discover possible improvement.

114.3 Location of collection and relay boxes can be shown. This will serve to determine the adequacy of the boxes and as instruction or reference to new carriers.

115 Discipline**115.1 Basic Principle**

In the administration of discipline, a basic principle must be that discipline should be corrective in nature, rather than punitive. No employee may be disciplined or discharged except for just cause. The delivery manager must make every effort to correct a situation before resorting to disciplinary measures.

115.2 Using People Effectively

Managers can accomplish their mission only through the effective use of people. How successful a manager is in working with people will, to a great measure, determine whether or not the goals of the Postal Service are attained. Getting the job done through people is not an easy task, and certain basic things are required, such as:

- a. Let the employee know what is expected of him or her.
- b. Know fully if the employee is not attaining expectations; don't guess — make certain with documented evidence.
- c. Let the employee explain his or her problem — listen! If given a chance, the employee will tell you the problem. Draw it out from the employee if needed, but get the whole story.

115.3 Obligation to Employees

When problems arise, managers must recognize that they have an obligation to their employees and to the Postal Service to look to themselves, as well as to the employee, to:

- a. Find out who, what, when, where, and why.
- b. Make absolutely sure you have all the facts.
- c. The manager has the responsibility to resolve as many problems as possible before they become grievances.
- d. If the employee's stand has merit, admit it and correct the situation. You are the manager; you must make decisions; don't pass this responsibility on to someone else.

115.4 Maintain Mutual Respect Atmosphere

The National Agreement sets out the basic rules and rights governing management and employees in their dealings with each other, but it is the front-line manager who controls management's attempt to maintain an atmosphere between employer and employee which assures mutual respect for each other's rights and responsibilities.

116 Mail Processing for Delivery Services**116.1 Scheduling Clerks in a Delivery Unit**

Schedule distribution clerks in a unit with decentralized distribution so that service standards will be met and an even flow of mail will be provided to the carriers each day throughout the year. Schedule the accountable clerk to avoid delaying the carriers' departures in the morning and for clearance of carriers on their return to the office.

116.2 Mail Flow**116.21 Leveling Volume Fluctuations**

When volumes for daily delivery vary substantially from the lightest to the heaviest day in the week, a unit cannot operate at maximum effectiveness. Substantial changes in the daily relationships of flats and letters have considerable effect on delivery costs. If this situation exists, the unit manager must document the problem and request, through appropriate management channels, a more even flow of mail.

116.22 Plan for Next Day's Workload

Each day as early as is practical, using procedures developed locally, the delivery unit manager should obtain information about anticipated volumes, especially flat volumes for the next day's delivery. This information will assist in planning the next day's manpower needs. Anticipating the flow of mail will minimize undertime and overtime which can be controlled. If undertime occurs often in the morning or afternoon, examine the mail flow, the scheduling of the delivery unit's clerks and carriers, and the affected routes.

LABOR RELATIONS



RECEIVED

MAR 13 2002

**CONTRACT ADMINISTRATION UNIT
N.A.L.C. WASHINGTON, D.C.**

**Mr. Vincent R. Sombrotto
President
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, NW
Washington, DC 20001-2187**

**Re: Q98N-4Q-C 01045840
Class Action
Washington, DC 20260-4100**

Dear Mr. Sombrotto:

On several occasions I met with your representative to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The Managed Service Points (MSP) initiative is a national program intended to facilitate management's ability to assess and monitor city delivery route structure and consistency of delivery service. The following reflects the parties' understanding of MSP:

The parties agree that management will determine the number of scans on a city delivery route. Time credit will continue to be given during route count and inspections and will be credited in total street time.

MSP does not set performance standards, either in the office or on the street. With current technology, MSP records of scan times are not to be used as timecard data for pay purposes. MSP data may not constitute the sole basis for disciplinary action. However, it may be used by the parties in conjunction with other records to support or refute disciplinary action issued pursuant to Article 16 of the National Agreement.

City letter carriers have the option of using a personal identification number (PIN) other than the last four digits of their social security number.

Section 432.33 of the Employee and Labor Relations Manual (ELM) remains in full force and effect when MSP is implemented. It provides that "Except in emergency situations, or where service conditions preclude compliance, no employee may be required to work more than 8 continuous hours without a meal or rest period of at least ½ hour."

Lunch locations for both the incumbent and carrier technician on a city delivery route continue to be determined in compliance with Section 126.5.b(2) of the M-39. PS Form 1564A "Delivery Instructions" lists the place and time that city letter carriers are authorized to leave the route for lunch. However, the parties recognize that, consistent with local instructions and operational conditions, city letter carriers may be authorized to leave at a different time and/or place. Notwithstanding this, the parties agree that city letter carriers will scan MSP scan points as they reach them during the course of their assigned duties.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle this case.

Time limits were extended by mutual consent.

Sincerely,

Julia A. Bills
Julia A. Bills
Labor Relations Specialist
Labor Relations Policies
and Programs

William H. Young
Vincent R. Sombrotto
President
National Association of Letter
Carriers, AFL-CIO

Date: 3-13-02

Mr. William H. Young
President
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, DC 20001-2144

NALC# 8266
Re: Q01N-4Q-C 05022610
Class Action
Washington DC 20260-4100

Dear Mr. Young:

Recently, our representatives met at the Interpretive Step to discuss the above-referenced grievance.

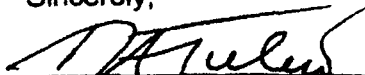
After reviewing this matter, the parties agree to resolve this dispute based on the following:

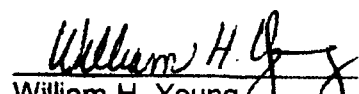
The Delivery Operations Information System (DOIS) is a management tool for estimating a carrier's daily workload. The use of DOIS does not change the letter carrier's reporting requirements outlined in section 131.4 of Handbook M-41, the supervisor's scheduling responsibilities outlined in section 122 of Handbook M-39, or the letter carrier's and supervisor's responsibilities contained in Section 28 of Handbook M-41. DOIS projections are not the sole determinant of a carrier's leaving or return time, or daily workload. As such, the projections cannot be used as the sole basis for corrective action. A five minute time credit for lines 8-13 will be added or when route inspection data is available for lines 8-13 the actual average information will be used for daily workload projections.

Management is responsible for accurately recording volume and other data in DOIS. Other than obvious data entry errors, route based information may only be changed through a full-count and inspection or minor route adjustment. Additionally, the parties have previously agreed that functions in DOIS which relate to the route inspection and adjustment process must be in compliance with the city letter carrier route adjustment process in Subchapter 141 and Chapter 2 of the M-39 Handbook. Exceptions are offices that have jointly established an alternate route adjustment method. DOIS base information in such offices shall, as appropriate, comply with the alternate route adjustment method.

Please sign and return the enclosed copy of this decision as acknowledgment of your agreement to settle this grievance.

Sincerely,


Doug Tulino
Vice-President
Labor Relations
U.S. Postal Service


William H. Young
President
National Association of
Letter Carriers, AFL-CIO

Date: 7-30-07

The terms of this settlement became effective September 11, 2007 with ratification of the 2006-2011 National Agreement.

M-01769

Mr. Fredric V. Rolando
President
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, NW
Washington, DC 20001-2144

Re: Q06N-4Q-C-11022051
Class Action
Washington DC 20260-4101

Dear Mr. Rolando:

Recently, our representatives met in prearbitration discussion of the above-referenced grievance.

The issue in this grievance is whether the office efficiency tool used to project office and street time in the Greater Indiana District violates the National Agreement.

After reviewing this matter, we mutually agree to settle the grievance as follows:

The subject office efficiency tool is a management tool for estimating a carrier's daily workload. The office efficiency tool used in the Greater Indiana District or any similar time projection system/tool(s) will not be used as the sole determinant for establishing office or street time projections. Accordingly, the resulting projections will not constitute the sole basis for corrective action. This agreement does not change the principle that, pursuant to Section 242.332 of Handbook M-39, "No carrier shall be disciplined for failure to meet standards, except in cases of unsatisfactory effort which must be based on documented, unacceptable conduct that led to the carrier's failure to meet office standards." Furthermore, as stated in the agreement for case H1N-1N-D 31781, "there is no set pace at which a carrier must walk and no street standard for walking."

Projections are not the sole determinant of a carrier's leaving or return time, or daily workload. The use of any management created system or tool that calculates a workload projection does not change the letter carrier's reporting requirements outlined in section 131.4 of Handbook M-41, the supervisor's scheduling responsibilities outlined in section 122 of Handbook M-39, or the letter carrier's and supervisor's responsibilities contained in Section 28 of Handbook M-41.

This settlement is made without prejudice to the parties' rights under the National Agreement.

Please sign and return the enclosed copy of this decision as acknowledgement of our agreement to resolve this case, removing it from the national arbitration docket.

Time limits were extended by mutual consent.

Sincerely,



Alan S. Moore
Manager
Labor Relations Policy
and Programs



Fredric V. Rolando
President
National Association of Letter
Carriers, AFL-CIO

Date: 9-16-11



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

July 11, 1977

Mr. J. Joseph Vacca, President
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, N. W.
Washington, DC 20001

Re: NC-NAT-6811
Washington, DC

Dear Mr. Vacca:

On April 19, 1977, the National Association of Letter Carriers filed a Step 4 grievance alleging a dispute existed between the parties regarding the interpretation of the Memorandum of Understanding dated September 3, 1976, involving the 18 and 8 casing standards and imposing discipline on carriers for unsatisfactory effort.

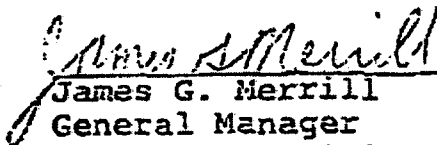
In discussion as to specifically what the alleged dispute involved, it was agreed between the parties that pursuant to the U. S. Postal Service's position outlined in Mr. James V. P. Conway's letter to you of April 6, 1977, the following agreement will dispose of any misunderstanding between the parties:

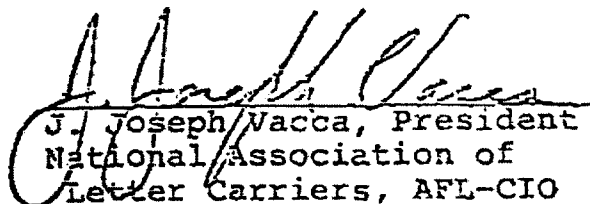
Management may not charge or impose discipline upon a carrier merely for failing to meet the 18 and 8 casing standards. Any such charge is insufficient. Under the Memorandum of Understanding of September 3, 1976, the only proper charge for disciplining a carrier is "unsatisfactory effort." Such a charge must be based on documented, unacceptable conduct which led to the carrier's failure to meet the 18 and 8 criteria. In such circumstances, management has the burden of proving that the carrier was making an "unsatisfactory effort" to establish just cause for any discipline imposed.

- 2 -

Please sign the attached copy of this letter to acknowledge the agreed to settlement.

Sincerely,


James G. Merrill
General Manager
Grievance Division
Labor Relations Department


J. Joseph Vacca, President
National Association of
Letter Carriers, AFL-CIO



**UNITED STATES
POSTAL SERVICE**

Mr. Vincent R. Sombrotto
President
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, NW
Washington, DC 20001-2144

Re: Q94N-4Q-C 99022154
Q98N-4Q-C 00032161
Class Action
Washington, DC 20001-2144

Dear Mr. Sombrotto:

On several occasions we met in pre-arbitration discussions regarding the above-referenced grievances.

The issue in these grievances is whether or not the Piece Count Recording System (PCRS), Projected Office Street Time (POST), or the Delivery Operations Information System (DOIS) violate the National Agreement.

After reviewing this matter, we mutually agreed to settle these grievances as follows;

Daily piece counts (PCRS) recorded in accordance with the above-referenced systems (POST or DOIS) will not constitute the sole basis for discipline. However, daily counts recorded in accordance with these procedures may be used by the parties in conjunction with other management records and procedures to support or refute any performance-related discipline. This does not change the principle that, pursuant to Section 242.332 of the M-39, "No carrier shall be disciplined for failure to meet standards, except in cases of unsatisfactory effort which must be based on documented, unacceptable conduct that led to the carrier's failure to meet office standards." Furthermore, the pre-arbitration settlement H1N-1N-D 31781, dated October 22, 1985, provides that "there is no set pace at which a carrier must walk and no street standard for walking."

This settlement is made without prejudice to the parties' rights under Article 19 or Article 34 of the National Agreement.

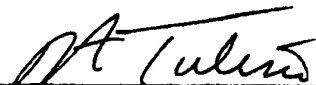
It is additionally understood that the current city letter carrier route adjustment process is outlined in Subchapter 141 and Chapter 2 of the M-39 Handbook. All those functionalities in DOIS, which relate to the route inspection and adjustment process, must be in compliance with these two parts of the M-39 as long as they are in effect.

It is understood that no function performed by POST or DOIS, now or in the future, may violate the National Agreement.

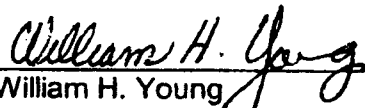
Please sign and return the enclosed copy of this decision as your acknowledgment of your agreement to settle these grievances.

Time limits were extended by mutual consent.

Sincerely,



Doug A. Tulino
Manager
Labor Relations Policies
and Programs



William H. Young
Executive Vice President
National Association of Letter
Carriers, AFL-CIO

Date: 7-30-2001

1977	7 Month	4 Month
Feb.	1st Week	--
Mar.	4th Week	2nd Week
		4th Week
Apr.	2nd Week	3rd Week
		1st Week
May	3rd Week	1st Week
		3rd Week
June	xxx	xxx
July	xxx	xxx
Aug.	xxx	xxx
Sep.	1st Week	4th Week
Oct.	Count month	Count month

- d. Should the count week fall in 2 months, the later month will be considered the count month for the purpose of selecting the 7 weeks random timecard analysis. If the regular carrier was not serving the route on at least one of the days of a week so selected or, if conditions during a week were obviously abnormal so as to justify that week being excluded from the 7 weeks random timecard analysis, the next available week in which the carrier so served at least 1 day shall be used for the 7 weeks period. If 7 such weeks do not exist, the maximum number of such weeks available will be used for the random timecard analysis of street time.
- e. Once the appropriate 7-week (or less if necessary) period is selected, the average street time for a composite week (i.e., average of actual time used on all Mondays, all Tuesdays, etc.) will be recorded on PS Form 1840-B.

242.324 The average street time for the week following the week of count and inspection (including only the days the regular carrier served the route) shall then be recorded on PS Form 1840-B, and averaged into the 7 weeks random time analysis to obtain an 8 week composite week average. If the regular carrier did not serve the route on at least one of the days of the week following inspection, that week will not be used in computing the street time allowance for the route. The average weekly street times for those weeks will then be transferred to PS Form 1840.

242.325 The base time selected under 242.321 may be adjusted where appropriate provided the reasons for such adjustment are documented on PS Form 1840 or attachments thereto.

242.33 Office Time Allied Work Rules

242.331 All CFS and throwback mail will be transported to its designated location by the carrier.

242.332 No carrier shall be disciplined for failure to meet standards, except in cases of unsatisfactory effort which must be based on documented, unacceptable conduct that led to the carrier's failure to meet office standards.

involving the constitutionality of existing or future legislation prohibiting Federal employees from engaging in strike actions. The parties further agree that the obligations undertaken in this Article are in no way contingent upon the final determination of such constitutional issues.

(The preceding Article, Article 18, shall apply to City Carrier Assistant Employees.)

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, and shall be continued in effect except that the Employer 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.

Notice of such proposed changes that directly relate to wages, hours, or working conditions will be furnished to the Union at the national level at least sixty (60) days prior to issuance. At the request of the Union, the parties shall meet concerning such changes. If the Union, after the meeting, believes the proposed changes violate the National Agreement (including this Article), it may then submit the issue to arbitration in accordance with the arbitration procedure within sixty (60) days after receipt of the notice of proposed change. Copies of those parts of all new handbooks, manuals and regulations that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall be furnished the Union upon issuance.

Article 19 shall apply in that those parts of all handbooks, manuals and published regulations of the Postal Service, which directly relate to wages, hours or working conditions shall apply to CCA employees only to the extent consistent with other rights and characteristics of CCA employees provided for