

ARTICLE 19
ISSUE: Denial of Special Route Inspection

1. Definition: Section 271(g) of the M-39 Handbook allows carriers to make requests for special route inspections. Carriers qualify for such six-day counts and inspections by using more than 30 minutes of overtime or auxiliary assistance three times a week for any consecutive six-week period. Management is required to complete these special route inspections within 4 weeks of the request if the carrier has properly qualified.

The six-day count and inspection must be performed in the same manner as a regular six-day count per Section 272 of the M-39. Management may not deny the special route inspection on the basis of unsatisfactory performance during the qualification period unless the deficiency occurred during the qualification period and discussions had been held with the carrier concerning the alleged unsatisfactory performance prior to the request for special inspection.

Arbitrators have allowed remedies for the Postal Service failing to complete the special route inspection within the 4 week time frame.

One day count/street inspections do not satisfy the requirement of 271(g) of the M-39 unless they are the result of a settlement reached between management and the Union.

In accordance with 271 (h), mail shall not be curtailed for the sole purpose of avoiding the need for a special route inspection.

2. Contractual and Handbook cites:

- A. National Agreement, Article 19.
- B. M-39, Section 271(g) & 271 (h).
- C. M-39, Section 272.
- D. MRS pgs. 303 & 304.
- E. National Pre-Arb (H7N-3A-C 39011, June 23, 1992. (M-01072) (MRS pgs. 299-300)
- F. M-000872 (MRS pg. 305)
- G. Memorandum of Understanding, July 21, 1987. (JCAM pg. 41-21)
- H. JCAM pg.19-1.

3. Documents which the parties may jointly develop and review to establish all relevant facts:

- A. Form 3996 (Carrier Auxiliary Control) of days used by the carrier to qualify for a special route inspection
- B. Proof that the carrier has requested a special route inspection.
- C. TACS/Carrier Activity Reports for the period of qualification.
- D. Workhour/Workload Report for the route during the time-frame in question.
- E. Form 1621 (Carrier Route Report).
- F. Supervisor/carrier notes of any discussions held during the six-week qualification period concerning performance.
- G. Form 1571 (Curtailed Mail Report), if applicable.

3. Factors which must be considered when evaluating the case:
 - A. Did the carrier qualify per the provisions of M-39, Section 27 1(g) andlor 271(h)?
 - B. Did management discuss with the carrier any alleged performance problems during the qualification period?
 - C. Did management complete the six-thy special route inspection within 4 weeks of the request?
 - D. If the regular carrier was not on their assignment during the whole six-week qualification period, did the replacement carrier meet the criteria of 271(g) of the M-39?
 - E. Was there an exception granted in accordance with the National prearb, regarding the implementation of the adjustments within 52 days?

4. Possible Remedies/Citations:
 - A. C- 10474, Regional Arbitrator Johnston, October 17, 1990: Where management wrongfully refused to give special route examination, remedy is to pay aggrieved carrier at the overtime rate for all hours of auxiliary assistance. (MRS pg. 305)
 - B. C-09970, Regional Arbitrator Lange, April 4, 1990: Management wrongly denied grievant's request for a special examination on the grounds that he had not sewed the route long enough to become proficient; monetary remedy ordered. (MRS pg. 305)
 - C. Cease and desist from improperly denying special inspection requests, perform the special inspection without delay and pay the affected carrier \$10 per day from the time the inspection should have been conducted until such time as it is completed.
 - D. Pay the grievant an additional 50% for all the overtime hours they worked from the time the inspection should have been conducted until such time as the required adjustments are implemented.

264 Disposition of Form 3999-B

Retain the forms at the work unit.

27 Special Route Inspections

271 When Required

Special route inspections may be required when one or more of the following conditions or circumstances is present:

- a. Consistent use of overtime or auxiliary assistance. (When the X-Route process is utilized, routes may be "built up" to no more than 8 hours and 20 minutes during the interim period, see Memorandum of Understanding dated September 17, 1992.)
- b. Excessive undertime.
- c. New construction or demolition which has resulted in an appreciable change in the route.
- d. A simple adjustment to a route cannot be made.
- e. A carrier requests a special inspection and it is warranted.
- f. Carrier consistently leaves and/or returns late.
- g. If over any 6 consecutive week period (where work performance is otherwise satisfactory) a route shows over 30 minutes of overtime or auxiliary assistance on each of 3 days or more in each week during this period, the regular carrier assigned to such route shall, upon request, receive a special mail count and inspection to be completed within 4 weeks of the request. The month of December must be excluded from consideration when determining a 6 consecutive week period. However, if a period of overtime and/or auxiliary assistance begins in November and continues into January, then January is considered as a consecutive period even though December is omitted. A new 6 consecutive week period is not begun.
- h. Mail shall not be curtailed for the sole purpose of avoiding the need for special mail counts and inspections.

272 Manner in Which Conducted

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.

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 transitional employees only to the extent consistent with other rights and characteristics of transitional employees negotiated in this Agreement and otherwise as they apply to the supplemental work force. The Employer shall have the right to make changes to handbooks, manuals and published regulations as they relate to transitional employees pursuant to the same standards and procedures found in Article 19 of this Agreement.

[See Memo, page 181]

This Memo is located on JCAM page 19-2.

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. Changes to handbook and manual provisions directly relating to wages, hours, or working conditions may be made by management at the national level and may not be inconsistent with the National Agreement. A challenge that such changes are inconsistent with the National Agreement or are not fair, reasonable, or equitable may be made only by the NALC at the national level.

A memorandum negotiated as part of the 2001 National Agreement establishes a process for the parties to communicate with each other at the national level regarding changes to handbooks, manuals and published regulations that directly relate to wages hours or working conditions. The purpose of the memorandum is to provide the national parties with a better understanding of their respective positions in an effort to

eliminate unnecessary appeals to arbitration and clearly identify and narrow the issue(s) in cases that are appealed to arbitration under Article 19.

Local Policies. Locally developed policies may not vary from nationally established handbook and manual provisions. (National Arbitrator Aaron, H1N-NAC-C-3, February 27, 1984, C-04162) Additionally, locally developed forms must be approved consistent with the *Administrative Support Manual (ASM)* and may not conflict with nationally developed forms found in handbooks and manuals.

National Arbitrator Garrett held in NB-NAT-562, January 19, 1977 (C-00427) that “the development of a new form locally to deal with stewards’ absences from assigned duties on union business—as a substitute for a national form embodied in an existing manual (and thus *in conflict* with that manual)—thus falls within the second paragraph of Article 19. Since the procedure there set forth has not been invoked by the Postal Service, it would follow that the form must be withdrawn.”

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO**

Re: Article 19

1. When the Postal Service provides the Union with proposed changes in handbooks, manuals, or published regulations pursuant to Article 19 of the National Agreement, the Postal Service will furnish a final draft copy of the changes and a summary of the change(s) which shows the change(s) being made from the existing handbook, manual, or published regulation. When the handbook, manual, or published regulation is available in electronic form, the Postal Service will provide, in addition to a hard copy, an electronic version of the final draft copy clearly indicating the changes and another unmarked final draft copy of the changed provision with the changes incorporated.
2. The final draft copy will identify language that has been added, deleted, or moved, and the new location of language moved. Normally, the changes will be identified by striking through deleted language, underlining new language, and placing brackets around language that is moved, with the new location indicated. If another method of identifying the changes is used, the method will be clearly explained, and must include a means to identify which language is added, deleted, and moved, as well as the new location of any language moved.
3. When notified of a change(s) to handbooks, manuals, and published regulations, pursuant to Article 19 of the National Agreement, the Union will be notified of the purpose and anticipated impact of the change(s) on bargaining unit employees.
4. At the request of the Union, the parties will meet to discuss the change(s). If the Union request a meeting on the change(s), the Union will provide the Postal Service with the change(s) the Union want to discuss.
5. Within sixty (60) days of the Union’s receipt of the notice of proposed change(s), the Union will notify the Postal Service in writing of any change(s) it believes is directly related to wages, hours, or working condition and not fair, reasonable or equitable and/or in conflict with the National Agreement. The Union may request a meeting on the change(s) at issue.

6. The Postal Service will provide the Union with a written response addressing each issue raised by the Union, provided the Union identifies the issue(s) within sixty (60) days of the Union's receipt of the notice of proposed change(s).
7. If the Union, after receipt of the Postal Service's written response, believes the proposed change(s) violates the National Agreement, it may submit the issue to arbitration within sixty (60) days of receipt of the notice of proposed change or thirty (30) days after the Union receives the Postal Service's written response, whichever is later. The Union's appeal shall specify the change(s) it believes is not fair, reasonable or equitable and/or in conflict with the National Agreement, and shall state the basis for the appeal.
8. If modifications are made to the final draft copy as a result of meetings with employee organizations, the Postal Service will provide NALC with a revised final draft copy clearly indicating only that change(s) which is different from the final draft copy.
9. When the changes discussed above are incorporated into a newly printed version of a handbook, manual, publication, or published regulation, and there is not additional change(s) which would required notice under Article 19, the Union will be provided a courtesy copy. No new notice period is necessary.
10. Lastly, in any case in which the Postal Service has affirmatively represented that there is no change(s) that directly relates to wages, hours, or working conditions pursuant to Article 19 of the National Agreement, time limits for an Article 19 appeal will not be used by the Postal Service as a procedural argument if the Union determines afterwards that there has been a change to wages, hours, or working conditions.

Nothing contained in this memorandum modifies the Postal Service's right to publish a change(s) in a handbook, manual or published regulation, sixty (60) days after notification to the Union.

Date: April 25, 2002

ROUTE INSPECTIONS, SPECIAL CARRIER INITIATED

The M-39 Handbook, which is incorporated into the National Agreement by Article 19, requires that a special route inspection be given whenever a carrier requests one and the qualifying criteria have been met. M-39 Section 271 states in relevant part:

271g. If over any six consecutive week periods (when work performance is otherwise satisfactory) a route shows over 30 minutes of overtime or auxiliary assistance on each of three days or more in each week during this period, the regular carrier assigned to such a route shall, upon request, receive a special mail count and inspection within four weeks of the request. The month of December must be excluded from consideration when determining a six consecutive week period. However, if a period of overtime and/or auxiliary assistance begins in November, and continues into January, then January is considered to be a consecutive period even though December is omitted. A new consecutive week period is not begun.

271h. Mail shall not be curtailed for the sole purpose of avoiding the need for special mail count and inspections.

The guarantees provided by Section 271.g of the M-39 Handbook were further strengthened by a Memorandum of Understanding on special counts and inspections incorporated into the 1987 and subsequent National Agreements. The Memorandum states:

The United States Postal Service and the National Association of Letter Carriers, AFL-CIO, agree that it is in the best interests of the Postal Service for letter carrier routes to be in proper adjustment.

Therefore, where the regular carrier has requested a special mail count and inspection, and the criteria set forth in Part 271g of the Methods Handbook, M-39, have been met, such inspection must be completed **within four weeks** of the request, and shall not be delayed. If the results of the inspection indicate that the route is to be adjusted, such adjustment must be placed in effect **within 52 calendar days** of the completion of the mail count in accordance with Section 211.3 of the M-39 Methods Handbook. Exceptions may be granted by a Division General Manager only when warranted by valid operational circumstances, substantiated by a detailed written statement, which shall be submitted to the local union **within seven days** of the grant of the exception. The union shall then have the right to appeal the granting of the exception directly to Step 3 of the grievance procedure within 14 days. (Emphasis added)

The JCAM explains this memorandum as follows on page 41-22:

Exceptions may be granted by the District Manager when warranted by valid operational circumstances. In such

cases management must provide the local union a detailed written statement substantiating the circumstance(s). The parties have not defined what constitutes "valid operational circumstances." Challenges to the basis for granting extensions should be considered on a case by case basis on individual merits. The union may appeal the granting of an extension to Step B within fourteen days of notification of the extension. (Emphasis added)

National Arbitrator Britton held in [C-11099](#) Management must complete special route examinations within four weeks of the request whenever these criteria have been met even if the inspection must be conducted during the months of June, July and August.

Almost without exception, Arbitrators have held that special inspections are mandatory when the union can prove that the criteria in M-39 Section 271 have been met. This is true even in cases where the regular carrier has been absent for part of the six-week period. The provisions of Section 271 refer to the **route** and not the carrier on the route, despite the fact that the purpose of any such inspection is to adjust the route to the individual carrier (See [M-01262](#), [M-01263](#), [M-00688](#)). Moreover, once a carrier requests a special route inspection and demonstrates that it is warranted, the Postal Service cannot circumvent requirement to conduct the inspection by unilaterally providing relief, or making an adjustment. (See [C-08727](#))

The special route inspections provided for in M-39 Section 271 must be conducted in exactly the same manner as regular counts and inspections. They differ from regular route inspections only in that they may be conducted in June, July or August. It is, however, not always in the best interest of letter carriers to request them during the low volume summer months.

Failure to make standards or the inability to finish a route in the allotted time is not, in itself, just cause for discipline. However, letter carriers who have requested and qualify for a special route inspection are afforded an additional protection. Regional Arbitrator Levak held in [C-05952](#) that once a route qualifies for a special inspection and the regular carrier has requested one, any discipline for expansion of street time "is inappropriate unless and until such time as an inspection is conducted."

Special route inspections are not unit and route reviews. The right to a special route inspection is unaffected by the fact that the office involved may be undergoing, or be scheduled for, a unit and route review.

Special route examinations are not a meaningless exercise. The M-39 Handbook requires not only that special inspections be conducted when the qualifying criteria have been met, but also that special inspections result in permanent adjustments to eight hours. M-39 Section 242.122 states:

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242.122 The proper adjustment of carrier routes means an equitable and feasible division of the work among all of the carrier routes assigned to the office. All regular routes should consist of as nearly eight hours daily work as possible.

Arbitrators have held that it is not sufficient for the Postal Service merely to follow the procedures specified in the M-39 when examining and adjusting routes. Rather, the final result must be an eight hour route. In [C-07630](#) Regional Arbitrator Dilts wrote as follows:

The inspections are not before the arbitrator as part of the present issue. What is before this Arbitrator is the matter of adjustments. In examining the record it is clear that the subject routes are not eight hour routes. This does not mean that the procedures for adjustment were somehow violated. The methods by which adjustments are made and the results of those adjustments on letter carrier work loads may be viewed as separable issues under the language of the M-39.

Carefully document violations

As in all contract cases, the union has the burden of proof to establish that there was a contract violation. In special route examination grievances this means that the union must be able prove that there was "30 minutes of overtime or auxiliary assistance on each of three days or more in each week" of the six week qualifying period. This is not always straight-forward.

Proving that overtime was used can ordinarily be done using time records. However, proving that auxiliary assistance was required can be more problematic. Often supervisors fail to accurately record which routes received auxiliary assistance and how much. Fortunately, Article 41, Section 3.G of the National Agreement provides a solution. It states:

The Employer will advise a carrier who has properly submitted a Carrier Auxiliary Control Form 3996 of the disposition of the request promptly after review of the circumstances at the time. Upon request, a duplicate copy of the completed Form 3996 and Form 1571, Report of Undelivered Mail, etc., will be provided the carriers.

Carriers requesting auxiliary assistance should always exercise their right to request and receive a copy of all Forms 3996 submitted. See [Form 3996](#). They should be checked for accuracy. It is also suggested that letter carriers who believe they may qualify for a special route examination keep a daily log recording their overtime, any auxiliary assistance they receive and any other relevant information.

Remedies for violations

Arbitrators differ in background, training and attitudes. As a generalization, however, most of them are either lawyers or have learned to think as lawyers do. This means arbitrators seek to be guided by precedent. They are more likely to grant the union's remedy if it can be shown that other arbitrators have granted similar remedy requests in similar circumstances. By showing arbitrators that there is precedent for a requested remedy, union advocates can increase an arbitrator's comfort and confidence levels. This underscores the need to conduct careful research to find support for remedy requests

Arbitrators have generally granted monetary remedies in cases where the Postal Service violated the contract by refusing to conduct special route inspections when they were required to do so by the terms of M-39 Section 271.g. They have reasoned that, since the grievants were required to work overtime they should not have worked, no possible future remedy could return that time. Since merely instructing the Postal Service not to violate the agreement in the future would not, in their view, be sufficient to make the grievants whole, monetary remedies are generally ordered. Arbitrator Pribble, in [C-05545](#), explained this as follows:

Without clear evidence in this record that the Parties anticipated some way to make whole the three Grievants, who have been harmed by clear and repeated breaches of the Agreement, some monetary award is needed for the Grievants. Unlike the Gamser award, no restructuring of future opportunities or equalization formula applies here. In this case the three Grievants have been required to work overtime they should not have worked. No possible future remedy can return this time to them. Moreover, it would be an insufficient remedy here merely to instruct the MSC not to breach the Agreement in the future. This remedy will make the Grievants as whole as possible at this time. The Employer is ordered to pay [the grievants] one extra hour's pay at their regular rates of pay for each and every day that each Grievant has worked overtime until the results of their special route inspections are implemented. (C-05545)

There is more agreement among arbitrators that some monetary or time-off remedy is due in such cases, than there is upon the exact form any such remedies should take. For example, in contrast to Arbitrator Pribble's award cited above, Arbitrator Grossman, in [C-06720](#), ordered the Postal Service to pay "one hour's pay at his regular rate of pay for each and every hour that he was required to work in excess of eight and one-half hours." Other Arbitrators have ordered, or memorialized consent awards agreeing to, monetary payments in fixed dollar amounts as remedies.

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This makes sense. As experienced representatives know, every case is different and will be decided and remedied based on the specific facts. If the grievant was ordinarily required to work overtime on a route rather than receiving auxiliary assistance, remedies such as those given in [C-08727](#) or [C-09327](#) are sufficient. If, on the other hand, the grievants often received auxiliary assistance, the remedies provided in [C-07606](#), [C-10474](#) or [C-15022](#) may be better. See Supporting Arbitration Awards, below.

The Contract Administration Unit also recommends that remedy requests include the additional catch-all phrase "or that the grievant be otherwise made whole." This is because sometimes the union is able to convince an arbitrator that the terms of the contract have been breached, only to have the arbitrator find that the particular remedy requested is inappropriate to remedy the specific violation

Avoid Excessive Remedy Requests

All remedy requests should be reasonably formulated to provide a "make whole" remedy. Excessive or unreasonable remedy requests should be avoided. For example in [C-21475](#) Regional Arbitrator Axon reduced the remedy he otherwise would have awarded because he believed that the remedy requested by the union made settlement impossible in the earlier steps of the grievance procedure. He wrote:

The Union in this case must share part of the fault for the inability of the parties to settle the Becerra grievance. In the initial written grievance and throughout the grievance procedure, the Union claimed \$100 per day for Becerra until management corrected the errors and readjusted his route to eight hours. At the arbitration hearing, the Union modified its demand to \$10 per day. In the judgment of this Arbitrator, \$100 per day for the violation at issue in the case at bar would be excessive and punitive. Nothing in the record of this case comes close to demanding a payment of \$100 per day to Becerra until management corrected its errors and properly adjusted Grievant's route.

Supporting Material

M-01476, Pre-arb January 22, 2003, I94N-4I-C-98000468

The issue in this grievance is whether a local district policy is in violation of Handbook M-39, Section 271.g when it states that the six-week analysis period starts with the most recent Friday prior to the date of the special inspection request and works backward for six consecutive weeks.

While it is anticipated by the parties that a request for a Special Route Inspection pursuant to 271.g of Handbook M-39 will be based on reasonably current data, the local

district policy as described above is unreasonably restrictive and will be rescinded.

This agreement is without prejudice to management's right to argue that a request for special inspection under 271.g was unreasonably delayed, or the union's right to contend that such argument is without merit.

M-01486, Step 4 April 29, 2003, E98N-4E-C-02007370

The issue in this case is whether the time limit for initiating an Informal Step A dispute over the denial of a request for a special route inspection made under Section 271.g of Handbook M-39 begins at the end of the six week qualifying period.

After reviewing this matter, we mutually agree that no national interpretive issue is presented in this case. The parties agree that the time limit for initiating an Informal Step A dispute over the denial of a request for a special route inspection does not begin at the end of the six week qualifying period unless it is the date the request is denied.

M-00211 Pre-arb, March 22, 1974, NE 418

The Postal Service reaffirms that when special inspections are made pursuant to Part 227 (sic) of the M-39 Handbook, they shall be conducted in the same manner as the annual count and inspection.

M-00632 Step 4, January 19, 1978, NCW 7959

When a regular special office count is conducted, it will be accomplished in accordance with the applicable provisions of Handbook M-39.

M-00728 Step 4 September 28, 1977, NCW 5287

Special inspections shall be conducted in the same manner as the annual count and inspection.

M-00660 Step 4 July 31, 1978, NCE 10846

A supervisor should normally reserve any comments about the grievant's performance during a special route inspection until the inspection is later discussed with the carrier.

M-00690 Step 4 November 3, 1983, H1N-5G-C 14443

A letter carrier who is limited to eight hours of duty may still qualify for a special route inspection if no other limitation exists which could distort a proper evaluation.

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M-00609 Step 4, August 27, 1980, N8 W 0343

In the instant case, the grievant, who is the regular carrier on the route in question, requested a special count and inspection of his route because the provisions of Section 271 of the M-39 had been met. His request was refused because he only served on his route eight (8) days out of the thirty-eight (38) day period.

The Union contends that the provisions of the M-39, Section 271 refers to the route and not the regular carrier assigned to the route and that the grievant's request should be honored even though he was not serving his route during the entire period in question. This position is consistent with that of the Postal Service.

M-00219 USPS Policy Letter, April 14, 1982

In the Memorandum of Understanding of July 21, 1981, between the USPS and NALC, we agreed that our joint objective is to reduce the number of carrier route that will be scheduled for annual mail counts and route inspections. The Memorandum does not limit or preclude inspections required under the provisions of Section 271g, Handbook M-39. If a route meets the criteria in Section 271g, M-39, and the regular carrier assigned to the route requests a special mail count and inspection, management must conduct the count and inspection within 4-weeks of the request. Unsatisfactory conditions such as "poor case labels", "poor work methods", or "no route examiners available" should not be used as an excuse not to conduct the inspection within the 4-week time frame.

M-00695 Step 4

October 14, 1982 H1N-5H-C 6171

Section 221.121 of Methods Handbook, Series M-39, provides for carrier verification of count when the manager counts the mail during a mail count and inspection. The intent of this language is also applicable to special office mail counts as provided for in Section 141.2 of the same handbook. There simply are no provisions for mail count verification of linear measurements.

M-00688 Step 4

July 2, 1982, H8N-4B-C 21531

A route may qualify for a special count and inspection pursuant to the provisions of M-39, Section 271, even though the regular carrier was not serving the route during the entire six-consecutive-week period due to illness.

M-01262 Step 4

July 19, 1983, H1N-5D-C-12264

Pursuant to 271, M-39 Handbook, the regular carrier may request a special mail count if, during any six consecutive weeks, the route shows over 30 minutes overtime or auxiliary assistance on each of the three days or more in each week during the period. The special mail count should be granted where the carrier's work performance is otherwise satisfactory. The absence of the regular carrier during a portion of the period is not currently a controlling factor.

Note: In this case, the grievant had only carried the route for 30% of the qualifying period. During the rest of the time it had been carried by a PTF carrier. See file.

M-01263 Step 4

August 10, 1984, H1N-5C-C-22733

The parties agree that the M-39 Handbook provision (Part 271.g) refers to the route and not the regular carrier assigned to the route. Further, we agreed the only question in this case is whether the part-time flexible carrier's work performance was satisfactory during the six consecutive week period. Therefore, this case is suitable for regional determination.

Note: In this case, the grievant was new on the route. The route had been vacant during the qualifying period and had been carried by PTF carriers and the T-6. See file.

Arbitration Case Citations

Arbitration awards supporting the Union's position in such cases, including the authority of arbitrators to grant monetary or time off remedies:

C-07232 Regional Arbitrator Grossman

August 6, 1987, N4N-1K-C 32218

(Consent Award) The parties agree that routes must be adjusted to as close to eight hours as possible. Therefore, in any future case where section 271(g) of the M-39 handbook is violated by Management; or the routes are not adjusted to eight hours, a monetary remedy is necessary to make the grievant(s) whole. In the instant dispute, the monetary remedy will be a cash payment of \$250.00 each to each of the eight grievants. See also [C-07229](#)

C-05952 Regional Arbitrator Levak

December 19, 1985, W4N-5B-D 3530

Where an employee meets the standard of M-39, Section 271.g, and requests a special route inspection, discipline for excessive office or street time, is inappropriate unless and until such an inspection is conducted.

C-09970 Regional Arbitrator Lange

April 4, 1990

Management wrongly denied grievant's request for a special examination on the ground that he had not served the route long enough to become proficient; monetary remedy ordered.

C-10474 Regional Arbitrator Johnston

October 17, 1990

Where management wrongfully refused to give special route examination, remedy is to pay aggrieved carrier at the overtime rate for all hours of auxiliary assistance.

ROUTE INSPECTIONS, SPECIAL CARRIER INITIATED

C-10516 Regional Arbitrator R. G. Williams December 28, 2990

Management violated the contract when it denied grievances requesting special route examinations with the statement, "Although the grievance is denied for the reason stated above, the grievant's route will be checked within 4 weeks," but then refused to conduct the route check.

C-10635 Regional Arbitrator Roukis February 20, 1991

Management violated the contract when it refused grievant's request for a special route exam because a unit and route review was scheduled.

Additional Supporting Arbitration Awards

C-05545 Regional Arbitrator Pribble, 01/24/1986

One extra hour's pay for every day grievants worked overtime.

C-05952 Regional Arbitrator Levak, 12/19/1985

Discipline for performance inappropriate until inspection is conducted.

C-06720 Regional Arbitrator Grossman, 12/16/1986

Penalty pay at regular hourly rate for all days worked over 8½ hours.

C-07232 Regional Arbitrator Grossman, 08/06/1987

Cash payment of \$250.00 each to each grievant

C-07630 Regional Arbitrator Dilts, 09/01/1987

Penalty pay for all overtime worked by non-OTDL grievants.

C-07569 Regional Arbitrator Grossman, 10/27/1987

Grievants compensated for violations by cash payments \$500.00 each.

C-07606 Regional Arbitrator Grossman, 11/27/1987

Each grievant received a cash payment of \$1,000.

C-07613 Regional Arbitrator Dennis, 11/14/1987

Each Grievant paid \$500.

C-08614 Regional Arbitrator Render, 12/03/1988

Grievants awarded admin leave equal to the amount of overtime worked.

C-08727 Regional Arbitrator Levak, 03/10/1989

1 hour's extra pay at regular rate for each and every day of overtime worked.

C-08792 Regional Arbitrator Lange, 03/21/1989

Administrative Leave in an amount equal to 50% of all overtime hours worked

C-09327 Regional Arbitrator Lange, 08/23/1989

One additional straight time hour of pay for each overtime hour worked

C-09970 Regional Arbitrator Lange, 04/04/90

Short time on route is not an excuse. Monetary remedy

C-10071 Regional Arb. Stoltenberg, 06/21/19

Two hours and nine minutes pay for each day that he was scheduled to work

C-10474 Regional Arbitrator Johnston, 10/07/1991

Straight overtime pay for every hour of auxiliary assistance given.

C-10635 Regional Arbitrator Roukis, 02/20/1991

One hour extra pay at regular rate for all days overtime worked.

C-10167 Regional Arbitrator R.G. Williams, 08/06/1991

1 hour per work day at 1½ time rate for each day.

C-11099 National Arbitrator Britton, 08/12/91.

No exception for June, July or August.

C-15022 Regional Arbitrator Jacobs, 12/17/1995

Two hours pay at the overtime rate for each day worked.

C-17985 Regional Arbitrator Shea, 02/16/98

C-21475 Regional Arbitrator Axon, 12/09/00

Excessive remedy request results in reduced award

C-23794 Regional Arbitrator Levak, 10/29/02

"The Postal Service shall pay the Grievant \$10.00 a day, six days a week."

NJ MERGED BRANCH 38 Request for Special Route Inspection

To: _____ Station _____ Route #: _____

From: _____ Date of Request: _____

In accordance with the provisions of M-39 Part 271 I am requesting a Special Route Inspection for the following reason(s) I have checked:

- Consistent use of overtime or auxiliary assistance.

- Excessive under-time.

- New construction or demolition, which has resulted in an appreciable change in the route.

- A simple adjustment to the route cannot be made.

- A carrier requests a special inspection and it is warranted.

- Carrier consistently leaves and/or returns late.

- If over any six consecutive week period (where work performance is otherwise satisfactory) a route shows over 30 minutes of overtime or auxiliary assistance on each of three days or more in each week during this period the regular carrier assigned to such route shall, upon request, receive a special mail count and inspection to be completed within four weeks of the request. The month of December must be excluded when determining a 6 consecutive week period. However, if a period of overtime and/or auxiliary assistance begins in November and continues into January, then January is considered as consecutive period even though December is omitted. A new six consecutive period is not begun.

(Signature and date)