



American Postal Workers Union, AFL-CIO

STEP 3 GRIEVANCE APPEAL FORM

CLASS ACTION or PERSON (Last Name First)	WORK LOCATION CITY, STATE, ZIP CODE (FROM LINE 10)	LOCAL GRIEVANCE NO.	NATIONAL GRIEVANCE NO.
Class Action-Line H Violations, APWU-ECMAL440	Meridian 39301, 39305, 39307	2022-014	EGS440-22-000025
DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE)	CRAFT	STEP 2 DECISION RECEIVED ON	USPS GRIEVANCE NO.
Line H violations	38 - Maintenance		

THE ABOVE GRIEVANCE IS BEING APPEALED TO STEP 3 - PROVIDE DATE: 01/10/2023

Labor Relations Appeals
United States Postal Service
P.O. Box 25398
TAMPA, FL 33622-5398

Any appeal from an adverse decision in Step 2 shall be in writing to Appeals /Employee Labor Relations Center, with a copy to the Employer's Step 2 Representative, and shall specify the reasons for the appeal. (Within fifteen (15) days)

Please Check the 'Sent By' Box:

Mail: [checkbox]

Fax: [checkbox]

Email: [checkbox with checkmark]

This Appeal is in accordance with Article 15, Sec. 2, Step 2 (h) and Step 3 (a) for the following reasons:

THE UNION APPEALS GRIEVANCE 2022-014 TO STEP 3:

- Management violated Article 7.2, CBA, Article 5, 38, 15.4, 19, JCIM, NON-compliance with case # 194T-41-C 98116745, P. 19, NON-compliance with case # Q15T-4Q-C 17274095 item 6 of the July 9, 2014 TL- 5 MOU, Form 4852, Line H requirement, MS-47, TL-5, (USPS Maintenance Series Handbook MS-47 Facility Cleaning TL-5; June 27, 2014), Article 17.3, 31.3, Article 15, JCIM-Article 15.2, Step 1(b)-Step 1 Discussion, JCIM-Article 15.2, Step 1(c)-Step 1 Decision, JCIM-Article 15.2, Step 2(c)-Step 2 Meeting, JCIM-Article 15.2, Step 2(f)-Step 2 Decision,
- NO STEP 1 MEETING was scheduled or held
- NO STEP 1 DECISION was received
- NO STEP 2 MEETING was scheduled or held
- NO STEP 2 DECISION was received
- ALL REQUESTED INFORMATION WAS NOT PROVIDED
- Adverse inference must be drawn against Management for failing to provide all requested information. Adverse inference is based upon the presumption that Management, who controls the requested information, would have provided it, unless it supported and proved the Union's contentions.
- Management failed to provide a written Step 2 decision including the relevant facts, contractual violations involved, and a detailed denial and reasons, deeming the grievance procedurally defective on Management's part.
- Due to Management's failure to contest the grievance and deny the remedy, the Grievance must be settled in the Union's favor.
- Management failed to disprove the Union's contentions, remedy and calculations.
- Management's failure to challenge, contest, refute, deny and dispute, the Union's contentions, calculations and remedy only proves that Management agrees with, accepts and acknowledges the violations, calculations and remedy and is willing to accept responsibility for the violations.
- Management offered no alternative Calculation of the remedy; therefore, the requested remedy is considered accurate, reasonable, justified and should be honored in its entirety (100 %).
- MANAGEMENT FAILED TO BARGAIN IN GOOD FAITH IN EVERY PHASE/STEP OF THE GRIEVANCE PROCESS; THEREFORE, THE GRIEVANCE IS PROCEDURALLY DEFECTIVE ON MANAGEMENT'S PART.

THE UNION'S CONTENTIONS REMAIN AS STATED IN THE STEP 2 GRIEVANCE.

TIMELINE:

- The dates of the violations include 10/1/21-9/30/22.
The Step 1 filing was extended from 10/13/22-11/26/22.
The Step 1 filing was extended from 11/25/22-12/17/22.
The Step 1 Grievance was filed 12/14/22.
NO STEP 1 MEETING, NO STEP 1 DECISION RECEIVED BY 12/19/22.
The Step 2 Grievance was filed 12/28/22.
NO STEP 2 MEETING WAS SCHEDULED BY 1/4/2023.
THE STEP 3 GRIEVANCE APPEAL WAS FILED 1/10/2023.

REPETITIVE VIOLATIONS:

The Union notes Management failed to meet the line H 90% requirement for the fiscal year ending 9/30/20 for the West Station.
The Union notes Management failed to meet the line H 90% requirement for the fiscal year ending 9/30/21 for the West Station.
The Union notes Management failed to meet the line H 100% requirement for the fiscal year ending 9/30/22 for the West Station, 90% for North Station and 90% for Main Office.

FACTS:

The Union notes Management failed to meet with the Local Union during the Month of October 2022 and discuss the total LDC 38 custodial work hours of the fiscal year ending 9/30/22 and how the total work hours compared to Line H of PS form 4852.

The Union states according to Case # Q15T-4Q-C 17274095 "Once the frequency period of the route has lapsed, the route cannot be made up." "Those hours worked in LDC 38 in excess of the frequency of work will be deducted from the LDC 38 total." The Union has labeled these hours as "OVERAGE" in the hours in violation, calculated below.

The Union states according to the Q & A on the implementation of the MOU, "only Custodial work identified in the staffing package and reflected on the Line H annual time will be used as the comparison. Work hours that do not reflect custodial work, improperly coded work or custodial work not included in Line H will be subtracted or ignored for the purposes of LDC 38 end of FY comparison."

The Union contends for fiscal year ending 9/30/22, LDC 38 work hours are less than the Form 4852 Line H requirements in violation of the CBA/MS-47 Staffing Regulations and CASE # 194T-41C 98116745.

REQUESTED INFORMATION:

Information has been requested. All requested information was not provided; therefore, the 3800 hours shown below represent the time frame of 9/25/21 - 9/23/22. NO adjustments have been made for cutoff differences to subtract 9/25/21-9/30/21 or to add 9/24/22-9/30/22.

HOURS OF OT VIOLATIONS:

	Main	North	West	Total
Total 3800 hours	3628.09	1931.95	1027.10	9/25/21 - 9/23/22
Less: Overage	117.38	398.55	191.22	
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Net 3800 hours	3510.71	1533.40	835.88	9/25/21 - 9/23/22
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Line H hours	3930.65	1945.40	896.02	
X % Requirement	90 %	90%	100%	
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	3537.59	1750.86	896.02	
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Hours in violation	26.88	217.46	60.14	304.48
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BURDEN OF PROOF:

The Union has met its burden of proof of what and how the Contractual Language was violated by Management by a preponderance of the evidence presented, by Management's own adverse inference of not providing requested information and not providing a denial/written decision. Due to the contractual violations by Management, due to the procedural defects on Management's part, due to Management's adverse inference, due to Management providing no alternative calculation/documentated proof to dispute the time or other factors involved in the violation, due to Management's failure to bargain in good faith, the REQUESTED REMEDY IS JUSTIFIED, ACCURATE, REASONABLE AND SHOULD BE HONORED IN ITS ENTIRETY (100%).

- Management chose NOT to provide all requested information; therefore, the 3800 hours shown represent the time frame of 9/25/21 - 9/23/22. NO adjustments have been made for cutoff differences to subtract 9/25/21-9/30/21 or to add 9/24/22-9/30/22.
- Management chose NOT to meet at Step 1 and Step 2.
- Management chose NOT to fully develop and settle the Grievance at the lowest level.
- Management chose NOT to contest the Union's contentions, calculations and remedy.
- Management chose NOT to DENY the grievance and requested remedy.
- Management chose NOT to reply at Step 1 and Step 2.

The Union ask the question, "Does Management think by doing NOTHING that they will not have to pay the requested REMEDY".

The answer is "NO".

The Union states by Management doing NOTHING, they are saying it is OKAY TO PAY. Management must be held accountable for the violations. The Maintenance (CUSTODIAL) Craft must be made whole DUE TO THE VIOLATIONS.

MANAGEMENT FAILED TO REPLY AND DENY; THEREFORE, MANAGEMENT MUST COMPLY.

REMEDY:

Management will cease and desist the above referenced violations. Management will make whole/pay custodial employees at the overtime rate for the time involved. If any employees refuse the funds, their identified prorated portion will be divided amongst the remaining employees who want the funds.

The Custodial Employees will be made whole for the 304.48 hours in violation at the OT rate divided equally, as follows:

(EIN 01989014)	E. Weaver	76.12	Hours	X 30.73	X 1.5 = \$ 3,509
(EIN 01974713)	T. Poole	76.12	Hours	X 30.73	X 1.5 = \$ 3,509
(EIN 01993892)	J. Youngblood	76.12	Hours	X 30.73	X 1.5 = \$ 3,509
(EIN 04424595)	A. Carrington	76.12	Hours	X 24.81	X 1.5 = \$ 2,833

and we have attached the Step 2 appeal grievance form, the employers written Step 2 decision and our corrections and additions to the Step 2 decision if we submitted same to employer's Step 2 representative.

FROM: LOCAL UNION (NAME OF)	ADDRESS	CITY	STATE	ZIP
East Central MS Area Local	PO Box 241	Meridian	MS	393020241

COPY - LOCAL FILE
COPY - USPS STEP 2 DESIGNEE

SUBMIT UNION'S REGIONAL COPY WITH FILE TO : (or as instructed)

NATIONAL BUSINESS AGENT

AMERICAN POSTAL WORKERS UNION
800 W. Airport Fwy., #1031
Lobby Box 6093
Irving, TX 75062
IrvingNBA@apwu.org

Sincerely

Cynthia Havard

Authorized Local Union Representative