

# Window of Operations

*What is needed at the Informal Step A?*

Informal Step A files should include the following:

- 1) An OTDL (preferably a copy of the original sign-up sheet)
  - a) The list should be maintained throughout the quarter & include carriers who remove their names from the list and the date their name was removed
  - b) This should be a list only, no hours worked or available
  - c) The list should show OTDL and work assignment list
  
- 2) Overtime Alert Report
  - a) This report will show hours worked by OTDL & Non-OTDL as well as all 12 & 60 hour violations
  - b) Pull this report from Saturday thru Friday to get the entire work week of the dates in question
  
- 3) Other Forms
  - a) 3996s and 1571s for dates in question for each route/carrier
  - b) Daily Schedule 3997 and the final 3997
  - c) DOIS workhour/workload report for all carriers on day(s) in question
  
- 4) Contractual Documentation
  - a) Article 3
  - b) Article 5
  - c) Article 8.5 & Overtime Memorandums
  - d) Article 19
  - e) EL 312, sections 124 and 211.1

## 5) Local Information

- a) Collection box pull times and locations
- b) Past DRP settlements on violations of Article 8.5 (Informal & Formal)
- c) Step B decisions locally on Article 8.5
- d) Pre-arbitration settlements on Article 8.5 violations
- e) Bargaining in bad faith on reaching agreements with no intention of honoring them (provisions for parties to jointly discuss options)

# Window of Operations

*What is needed in Formal Step A Files?*

The window of operations is often viewed by arbitrators as a shifting burden case. The union must prove that a violation of Article 8.5 occurred. The burden then shifts to the Postal Service to prove that it was valid, legitimate and necessary in those particular set of circumstances. The Formal Step A should begin by ensuring all documentation from the Informal Step A is included in the case file.

- 1) Frame the issue statement
  - a) Did management violate the National Agreement including, but not limited to, Articles 3, 5, 8, 19 and the EI-312 Handbook when they forced Non-OTDL carriers to work overtime off their assignment when there were OTDL carriers available to perform the work? If so, what is the appropriate remedy?
  
- 2) CAU White Paper (M-01548)
  - a) Bargaining history between the parties concerning Article 8.5
  
- 3) Contractually compliant alternatives to violating Article 8
  - a) Staffing, EL-312 and Article 3
  - b) Earlier start times
  - c) Collection mail drops (submit collection box times for the installation)
  - d) Curtailing 3<sup>rd</sup> class mail
  - e) Route adjustments
  
- 4) National Level Arbitration Awards (Mittenthal)
  - a) C-5860
  - b) C-6297
  - c) C-9897
  - d) C-13902

## 5) Arguments

- a) The bargaining history between the parties should be tied into the subsequent National Level Arbitration awards
- b) Use arguments from regional decisions particularly from the same region (Dilts C-26675)
- c) Cite existing practices in your office what was done & why nothing has changed
- d) Arbitrary and capricious establishment of window one day following existing practices; next day following an artificial window
- e) Address & debunk each of management's arguments
- f) Inconsistencies in the application of the window
- g) Previous staffing levels vs current staffing levels office workload

## 6) Undisputed Facts

- a) Overtime Alert Reports
- b) Bargaining History

## 7) Mail Processing

- a) When is last dispatch?
- b) When do Mailhandlers/Clerks work this mail?
- c) Where is the collection mail staged?
- d) Interview Mailhandlers/Clerks

Formal Step A designees need to be aware that the bargaining history between the parties is clear cut. When the bargaining history is compared to the National Level Awards, it becomes quite clear that Arbitrator Mittenthal has decided that OTDL employees must be required to work 12 hours in a day or 60 hours in a week prior to working Non-OTDL employees off of their assignment. The "Letter Carrier Paragraph" is a requirement beyond the provisions of Article 8 language according to Arbitrator Mittenthal. Arbitrator Mittenthal's decision in the 1991 APWU case was that the existing practices prior to 1984 on simultaneous scheduling would remain in place. In the letter carrier craft, this was only in emergency situations or when a Non-OTDL employee would be working on their own route when OTDL would be in a penalty status.