

LETTER CARRIER NETWORK

Glo's "Did You Know?"

"DOIS Is As DOIS Does, Sir!"

...Forrest Gump

DOIS

The main thing to remember about DOIS is that it is just a machine.

Treat it as such.

Machines are there for us to use, not to use us.

It is not a part of our contract, has no 'real' power, and is just another tool that management uses for the same ends as always— to push us harder.

Ignore the machine.

Focus on the numbers if they are wrong.

Challenge them to tell you where they came from.

DOIS is not an answer.

Database Of Inaccurate Statistics

Drama Of Insane Stupidity

Depending On Interior Slavery

Dorks of Incoherent Slobbery

Department Of Ideas: Stupid

Dictators Of Incapacitating Substance

Dumb Ole' Ignorant Supervisors

Development Of Inferior System

Doing Office Instructions Simultaneously

Dumb or Idiot Stupidvisors

Doohicky Of Incoherent Sludge

Deployment Of Ignorant System

Have any questions?

Need additional information?

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DOIS - Delivery Operation Information System

Recently I decided to pen a little something about management's newest little software toy called DOIS. Management has come up with something that, if used to its maximum potential, it could be a nice little tool to help a more and more taxed front line manager survive the morning's pandemonium by putting a lot of information in the supervisor's hands. A hammer is also a tool, but in the wrong hands it can cause a lot of damage.

DOIS in a Nutshell

Management has taken the street times from the last route inspection and added in some minimum times for the stuff you do when you are not casing, like vehicle inspection and going to the accountable cage. It then gives you one minute for every 70 pieces of mail you get and adds that in for the time you should need to pull down. They come along in the morning and put all your mail volume footage into the computer and the computer runs a formula against the mail footage and then gives your supervisor a piece count. Then the computer divides that piece count against the old 18 and 8 standards and out comes the time that management thinks you should leave the office by. It adds the street time from the last route inspection and spits out an alleged total time. At this point, management now begins to spout the new word of the day, "*Undertime.*" Last year the word was "*Under Volume.*"

The Fallacies of the New System

Local management will treat DOIS as if Moses brought it down off the mountain with the Ten Commandments. In Washington DC, (you know, where they keep the bosses with half a brain) upper level Postal management quickly signed an agreement with the NALC that any information that DOIS burps out will not be used to discipline letter carriers. This is because like its predecessor "*Linear Measurement,*" there are many factors that make DOIS imprecise, at best.

First: The street time was based on route inspection data, which is an average. This means that under inspection heavy days took longer than lighter days, but only one street time is in the computer. Second, in places like Dallas, a majority of the carriers now on routes were not the carriers inspected on those routes meaning the street time is reflective of someone else. Other factors come into play like all the scanning we are now doing that we didn't have to do in the past and the most dreaded of all changes, the third bundle which is a real drag on time. Although two days might have similar outcomes, are any two days of delivering

mail really exactly the same? I know on my route they are not.

Second: Linear measurement of mail is still the way that they get their count. If you measure a million feet of mail, count how many pieces are in that million feet, and then divide by a million you will get the average number of pieces per foot in that million feet of mail. Are any two feet of mail exactly the same? This is why arbitrators have ruled that linear measurement is not an exact science and is by its very nature, inaccurate.

Third: The time allowances by management are a joke. The program gives every route the base minimum times from the M-39 or 29 minutes to do everything other than casing mail. I suppose that if your postal vehicle is parked right outside the door, your route is next to the accountable cage and you have a low turnover residential route, then 29 minutes might be enough. If you have a medium to high turnover apartment route, or a business route that gets lots of accountables, then you will not have anywhere near enough time to do your job properly. Many routes in Dallas used more than these minimum times during the last route inspection. And now my favorite, the DOIS program gives you 30 seconds to deliver a package. 30 seconds! How many of you can properly deliver a parcel in 30 seconds? Can you punch in a 20 letter foreign last name into the scanner for one of those signature confirmation packages in 30 seconds? One thing I know for sure is that elderly heavy set letter carriers can not do it. I don't think the young slim ones can either. Is this why, when I come back from vacations or time off I find packages that are not "carrier release" sitting on the ground in front of the doors to vacant apartments?

What's It All About Alfie?

Now we are really showing our age! What this all means (at least in Dallas) is management is taking a lot of shaky figures and formulas and using them to try and con the work force into really busting their butts so management will continue to receive those big, fat bonuses. I am not saying that there will never be undertime, occasionally there may be some on some routes, and we are paid eight hours pay to work for eight hours, but we are hearing many reports of management claiming carriers have allegedly lots of undertime on days with full coverages. Some carriers will stand up for themselves and tell management they will do the best they can, but don't see where there is any of that undertime. Others will buckle under the pressure. The Union is already hearing stories of carriers skipping their lunch and breaks because the computer says they are not working hard enough. This is time that you are entitled to! And maybe this is management's goal. They don't have to bamboozle everybody, but if they can run

their little con job on enough people, then the numbers will look better and who cares if anybody gets hurt. After all, we know that management doesn't give a fig about the workers, business or our customers. The only thing that really matters any more, to them, is that bonus! Most carriers realize that if the system was really fair, management come around on heavy days and say, "Here is a 3996, you have too much mail." Why do they come to you only when they want to hood-wink you? If you have any doubts what this is all about, go back and read the statement from PMG Potter at the beginning of the article.

I don't claim to be an expert on every little nuance of the DOIS program but being a skeptical old postal veteran I can spy the con job a mile away. You see DOIS is but a link in an evolutionary chain of management tactics that began the first time a bully picked up a stick and beat the poor fool working for him. Later someone invented a whip, which was just as effective as the stick but, but, oh so much more stylish. This is why I believe that a month from now, a year from now, management will be back trying to sell us some new and improved baloney, the whole time trying to convince us its steak.

In fact, we are already hearing reports about their next program. First thing each morning the supervisor will call a 1-800 number and a voice on the other end will say "Good Morning, Darlin'. This is Miss Cleo. Route 1 will be a leavin' at ten forty-five, Route 2 at eleven. The Tarot cards say that the carrier on Route 1 played football in high school. The gal on Route 3 should be a leavin' at 10:50 and tell her the baby's daddy was the one with blue eyes. Now Route 4 should be a leavin' at.....

3996 REASONS

1. Route out of adjustment per inspection
2. Sloppy mail (ADVO inserts, etc.)
3. Excessive change of address cards (#)
4. Stand-up talks (minutes)
5. Safety talk (minutes)
6. Window service (talk to customer)
7. Excessive parcels (#)
8. Excessive markup of parcels
9. Excessive carrier markups
10. Excessive review of CFS mail
11. Excessive hot case mail
12. Excessive accountable mail (#)
13. Inclement weather (rain, lightning, ice)
14. Feeling ill - under medication
15. Heat, humidity
16. Waiting for mail (be careful, they might decide to change your start time)
17. Late dispatch/distribution (be careful, they might decide to change your start time)
18. Unfamiliar and/or new on route
19. Traffic construction or delays
20. Mail cased from previous afternoon
21. Medical restrictions
22. Thin mail
23. Thick mail
24. Utility bills
23. Samples
26. Late leaving due to __feet of mail at case at __A.M.
27. New case labels
28. Doctor appointment
29. Odd shaped mail
30. Full coverage
31. Customer phone calls
32. New deliveries
33. Deviation for delivery of Express Mail
34. Work on case labels.
35. Checks, food stamps
36. Revised Form 1621 (Route information)
37. Sorting through 3-M mail in PM
38. Checking Form 3982's (Pink cards)
39. Power outage, fire drills, etc (minutes)
40. Meeting with management (minutes)
41. No vehicle
42. Vehicle breakdown
43. Delivering mail cased by others
44. Excessive hold mail
45. Marriage Mail
46. Time spent filling out Form 3996
47. Talking to Union steward
48. Instructed to report early - can't finish in 8 hours
49. Delivery Confirmation Pieces (#)
50. Edit Sheets
51. S-999 Mail in DPS
52. Upside Down DPS
53. Full covers in DPS (#)
54. Delivering DPS Missorted Mail

The DOIS Memorandum

“DOIS says you owe me thirty minutes.” Who, in recent years, hasn’t heard that comment from a supervisor on the workroom floor. The letter carrier response might be: *“I was thinking I’ll be lucky to make it back in eight!”* And so, the battle begins.

On the one hand, the supervisors have managed the daily workload based on a belief that DOIS was infallible. Meanwhile, the letter carriers were at a loss as to why the system was so far off. It’s been a daily fight on workroom floors across the nation ever since DOIS was implemented in 2001. DOIS became sort of a club—used to try to intimidate carriers into running or skipping lunch in order to match the numbers. The intent of the DOIS Memo was to stop this daily battle by addressing some of the most troublesome differences between the parties.

DOIS Background

DOIS stands for Delivery Operations Information System—a method for plugging a route’s volume figures into a computer programmed with route base data so that it would spit out a number of anticipated necessary work hours. Management’s reliance on DOIS as anything more than a management tool was always at the core of the dispute between the parties. Some of the other issues included:

- Supervisor’s failure to accurately record volumes of non-DPS mail.
- Failure to give carriers time credit for all office work.
- Route base data that was not consistent with the handbooks and manuals.
- Management’s use of a “percent to standard.”

Addressing these and other issues was central to reaching a solution on the national level dispute on DOIS. **By enforcing the terms of the DOIS Memo, the union representative will be able to ensure that supervisors are no longer intimidating letter carriers into meeting impossible expectations created by inaccurate computer data.** The terms of the DOIS Memo are designed to bring a greater degree of accuracy to the system, while recognizing that it is nothing more than a tool.

Handbooks and Manuals

The first way the Memo acknowledges DOIS’s function is by making the clear statement that DOIS is simply a management tool for estimating a carrier’s daily workload. There is nothing special about DOIS that would allow a supervisor using it to violate any handbook or manual. The Memo specifically points out that the use of DOIS does not change certain carrier and supervisor responsibilities that are outlined in the M-41

and M-39.

Carrier's Reporting Requirements

The Memo states, *"The use of DOIS does not change the letter carrier's reporting requirements outlined in section 131.4 of Handbook M-41. . ."* This means that nothing has changed with regard to how a letter carrier handles the situation when he or she becomes aware of an inability to case all the mail distributed to the route or perform other required duties and still leave on schedule—or an inability to complete delivery of all the mail.

Section 131.4 requires the letter carrier to verbally inform management of this well in advance of the scheduled leaving time, though not later than immediately following the final receipt of mail. The supervisor will then instruct the carrier what to do.

The use of DOIS does nothing to negate the carrier's written reporting requirements, either. Sections 131.43 and 44 require the carrier to complete a Form 3996 if overtime or auxiliary assistance is authorized and a Form 1571 if mail is undelivered (including mail brought to the route, but not cased or taken out for delivery).

This part of the DOIS Memo ensures that the above process continues. **The act of a supervisor going to a carrier's case with DOIS figures in hand may not in any way replace the established procedures in the M-41 under section 131.4.**

Scheduling Carriers

Likewise, the Memo states, *"The use of DOIS does not change. . .the supervisor's scheduling responsibilities outline in section 122 of Handbook M-39. . ."* Stewards can find good enforcement tools in section 122—tools to address several issues that have caused arguments on the workroom floor since the arrival of DOIS in 2001.

Section 122.22 requires the manager to *"be aware of and record the daily workload for each route. . ."* Section 122.22(a) requires management to *"provide assistance where necessary for carriers to meet scheduled leaving times. . ."* In addition, section 122.32 outlines management's responsibilities in assigning overtime or auxiliary assistance when relief is essential. The use of DOIS does not allow management to ignore any of these obligations. However, in terms of enforcing the DOIS Memo, the steward may find section 122.33 to be the most relevant:

"The employee, upon request, will be provided a Form 3996, Carrier- Auxiliary Control, after the supervisor has been verbally informed as to the reason for the request. The employee shall not be denied the form and, upon request, a duplicate of the completed form will be provided to the employee."

The union representative should enforce this language in the event a supervisor refuses to give a Form 3996 to an employee because he or she believes DOIS figures indicate that one is not necessary.

Carrier-Auxiliary Control

The Memo also addresses the Form 3996 specifically where it states, *“The use of DOIS does not change. . .the letter carrier’s and supervisor’s responsibilities contained in section 28 of Handbook M-41.”* This part of the M-41 provides the specific requirements for filling out each line on the Form 3996. The use of DOIS in no way changes the way this form has been filled out. Carriers still explain their reason for requesting assistance. They still enter the estimated hours and minutes being requested. They still give the form to management. The supervisor’s job regarding the form remains as before. There is still an obligation to make a decision about auxiliary assistance or overtime and to so advise the carrier of that decision. Further, DOIS projections should not be used as the sole basis for determining workload when considering such requests for overtime or auxiliary assistance. **The union representative can use the Memo to ensure that supervisor does not try to use DOIS as an excuse to ignore management’s obligations toward the Form 3996.**

Accuracy Required

Accuracy of volume recording has long been a dispute associated with DOIS. Not only can the steward address it with Section 122.22 of the M-39 (mentioned above), but it is also specifically covered in the Memo: *“Management is responsible for accurately recording volume and other data in DOIS.”* It is not acceptable for supervisors to “forget” to count mail placed in the distribution cases. Mail that is brought later on in the morning to the carriers’ cases can no longer be ignored—not without violating the Memo.

The “other data in DOIS” is base data derived from the route inspection. Some examples where the Memo can be used to enforce the requirement for accuracy include:

- Base street time
- The regular carrier’s average actual office time compared to the average standard time for the week of count and inspection.
- Actual line item time (or established minimum if less) for all line items 8-21. Part of the problem with DOIS projections being inaccurate has been altered base data. This Memo ensures that this is no longer the case. It does so by limiting management’s ability to change the base data:

“Other than obvious data entry errors, route based information may only be changed through a full count and inspection or minor route adjustment.”

Further, the DOIS Memo reemphasizes an agreement previously reached that *“functions in DOIS which relate to 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.” The only exception to this is for offices that have jointly established their own alternate route adjustment method. Even in that case, the Memo requires the DOIS base information to be accurately drawn from that process.

DOIS Projections

This article started off by comparing DOIS to a club—used to intimidate carriers into working beyond any reasonable expectations or perhaps even outside of safe work methods in order to meet the numbers. The Memo addresses that, too. It states, *“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.”*

Clearly, DOIS is not the final word. It’s just a management tool. **It’s no different than any other tool at the supervisor’s disposal—no different than a pen, a ruler, a clock, a computer, or a clipboard.** DOIS is simply a tool that management has decided to use to help them figure out the resources needed to handle the daily workload. That is why, since it is merely one of their tools, it in no way diminishes any obligation that management has in the Handbooks and Manuals cited above. The union representative should keep this in mind and should not let it distract him or her from enforcing those obligations through the use of the DOIS Memo. Let’s emphasize again this important point:

The Memo clearly states that DOIS projections alone cannot be used to determine a carrier’s workload or leaving and return times. This represents a change from the way supervisors have used DOIS in the past. **Starting now, stewards should file grievances upon the actions of supervisors who continue using DOIS projections as their sole source for determining workload—in order to bring them into compliance with the Memo.**



The DOIS settlement

I am writing this article prior to tabulation of the votes for the ratification of the contract being completed and announced. By the time you read this, you should already be aware of what those results are. However, because of time constraints, I feel compelled to discuss the National Settlement on the Delivery Operations Information System in this column.

The DOIS Settlement appears on pages 133 through 134 of the tentative National Agreement, which was mailed to you with the ratification packet. It is important to read the language of that agreement and to not presume the words mean anything other than what the normal definitions of words in the English language are.

Reading from that settlement, *“(DOIS) is a management tool for estimating a carrier’s daily workload.”* A normal definition of the word *estimate* is *1. an approximate calculation; 2. a written statement indicating the likely price that will be charged for specified work; 3. a judgment or ap-*

“DOIS projections are not the sole determinant of a carrier’s leaving or return time, or daily workload.”

praisal. This settlement acknowledges that DOIS is a management approximation (not a jointly agreed-to calculation) of workload and nothing more. Not a device that can project a carrier’s ability to meet standards, not the establishment of any new work and time standard, merely their (management’s) estimate of workload. Depending on the mail mix on any given day, the varying idiosyncrasies of the route, the weather conditions, traffic conditions, etc., that estimate could be close or really out in left field; in a row boat with no oars, a hole in the bottom, and a lead-weighted anvil on the prow. Estimates are like opinions—everyone has one. This settlement, however, requires more than the DOIS opinion to predict workload.

“DOIS projections are not the sole determinant of a carrier’s leaving or return time, or daily workload.” Now, if I were a shop steward in a delivery unit whose managers tried to convince carriers that DOIS was a divine manifestation of the Almighty in its ability to determine workload, I’d blow up this sentence, so that the words were four inches high

and two inches wide, and put it on the carrier bulletin board. Because that language means exactly what it says: **DOIS projections cannot determine workload.**

So, assuming the contract is ratified, if a supervisor tells a carrier that he/she only has six and a half hours of work that day, after the letter carrier has requested one hour of auxiliary assistance or overtime, the carrier should ask, “What is that determination based on?” If the answer is nothing more than the DOIS handheld computer, that would be in contradiction of the DOIS settlement and the carrier should immediately request to see a shop steward.

The settlement says,

Management is responsible for accurately recording volume and other data in DOIS...[R]oute-based information may only be changed through a full-count and inspection or minor route adjustment...[F]unctions in DOIS which relate to the route inspection and adjustment process must be in compliance with the...route adjust-

ment process in Subchapter 141 and Chapter 2 of the *M-30 Handbook*. Exceptions are offices that have jointly established an alternate route adjustment method. DOIS-based information in such offices shall, as appropriate, comply with the alternate route adjustment method.

This means that the programming and data in DOIS can only be changed based on the previous route evaluation, either a minor adjustment, a six-day count and inspection, or a locally developed methodology that was jointly agreed to by the installation head and the local NALC branch. This prohibits the Postal Service from manipulating the DOIS predictions in order to squeeze carriers and attempt to con them into believing their workload is not as big as they know it is. No more unilaterally changing percent-to-standard in the DOIS program to the same percentage for all routes.

What happens when a new letter carrier bids on a route and, due to the language cited two paragraphs before, they cannot change the base time in DOIS? Go back to the paragraph before that one: *“DOIS projections are not the sole determinant of a carrier’s...daily workload.”* And, if more clarity were needed, look it up in a dictionary: *“not>adverb 1. used to form or express a negative; 2. less than: ‘not ten feet away.’—ORIGIN: contraction of ‘nought.’”* ☐

DOIS Is As DOIS Does, Sir!

.....Forrest Gump

Something that Forrest Gump might say if he worked for the Postal Service as a Letter Carrier. DOIS is just a tool for the supervisor to use to determine the workload for the office. The problem we face is you need to know the base being used and who generated the numbers and how they were generated. As people say about computers, garbage in garbage out.

It's amazing how much money, time and energy is needed and the amount of people that are needed who have nothing to do with the handling of mail in order to determine whether or not a carrier has eight (8) hours of work or more for the day on their route. It is truly a Forrest Gump statement of stupid is as stupid does.

This DOIS program has the leftover problems from the RES, POST, DICS, DCD, DPS and AMES as well as the new TACS program that is being used to find out how much work a carrier has on the route. The DOIS program is not to be used by itself as the sole criteria for the purpose of discipline. Management still must prove that a carrier is using dilatory tactics and time wasting practices in order to impose discipline. Management must also follow the guidelines as spelled out in the Handbook M-39, section 115 before issuing written discipline.

"Do As" D.O.I.S. Says You Should?

Have you been forced to pivot due to "undertime"? Has management denied auxiliary assistance telling you that it is not needed due to your volume and leaving time? Have you been disciplined for unauthorized overtime? These are a few of the problems we are experiencing due to the introduction of management's D.O.I.S. Program.

The Delivery Operations Information System, in a nutshell, tells management what they think your office and street times "should be" based on the calculations of the program. It uses linear measurement of your volume, daily allowable line items, pull-down time, average street time, etc. to come up with their "magic number".

In Washington DC the USPS and NALC have signed an agreement that this information alone cannot be used to discipline letter carriers. It is to be used as a tool, along with other facts, to determine the work load on a daily basis. A hammer is also a tool, but in the wrong hands it can cause a lot of damage!

The best way to handle these types of disputes is for the carrier to complete and submit a PS Form 3996 requesting overtime or auxiliary assistance if pivoting due to "undertime" will require you to work overtime. **Always** request copies of this completed form and keep them for your records. If management denies your request you must follow instructions and notify them from the street that you cannot complete your assignment. They should then direct you as to what to do in that situation. A grievance should be initiated if you were forced to work OT off your assignment (non-ODL carriers) or you were disciplined without just cause.

The most effective way to deal with D.O.I.S. is for carriers to do everything by the book, exercise their contractual rights, and not be intimidated by a system that is "averaging times" for a job where each route is different.

DOIS FACT SHEET

Listed below are points to remember when dealing with local Management regarding the implementation and use of the Delivery Operations Information System (DOIS).

1. DOIS Changes Nothing. There is no agreement between the Postal Service and the NALC Regarding DOIS. There have been no changes to the National Agreement, M-41, or M-39 because of the DOIS Program. The DOIS Program is nothing more than a management tool designed to assist the floor supervisor in his attempt to estimate work available and the work hours required to complete that work.
2. The M-39, M-41, and PS Form 3996 provides that the carrier estimate his work load for the day and inform management if there is a need for assistance and/or overtime. The carrier's estimate is as valid as management's. Carriers should continue to honor those provisions and the Union will continue to support the carrier in disputes with management.
3. The projections from the DOIS program are developed largely from linear measurements inputted by the supervisor. There are countless grievance decisions that reinforce the Union's position that linear measurements cannot be the sole basis for discipline, management must prove that the carrier's effort was unsatisfactory and they must do so with "documented unacceptable conduct." The reason management has agreed to this principle is that "DUVRS" (linear measurement) is not a precise measurement to determine whether standards are met."
4. The Route Base Information is often inaccurate and based upon information outside of the provisions of the M-39. Management has informed the Branch that only route inspection data less than three years old will be used to establish a "percent to standard number" other than the minimum 18 & 8 guideline. All of the base data for each route may be requested and must be provided to the Union and should be challenged for accuracy.
5. One of the items contained in the base data is "FOT" which represent the line items on the 1838c used in route inspection. The M-39 provides that the minimum time allowance for these items is 28 minutes. This is the number being used by management in DOIS. The M-39 also provides that carriers must be credited with actual time for these functions. If the actual time used, for any of these functions, on any given day is justifiably in excess of the minimum standard, DOIS is in error and should be challenged.
6. DOIS does not change the provisions of Article 8 as it applies to the assignment of overtime. Carriers who are not on the ODL yet are required to work overtime based on what DOIS has determined to be undertime should pursue recourse through the grievance procedure. Keep in mind that the "Letter Carrier Paragraph" referenced in the JCAM does not apply to overtime pivots, only OT worked on the carrier's own assignment. Violations must be grieved in order to persuade management from continued violations.

7. Daily reports from DOIS such as "Workload Status Report" and "Route/Carrier Daily Performance/Analysis Report" may often be incorrect due to circumstances outside of the information provided to DOIS. The street time loaded into DOIS is an average street time developed from either the average of five or six days during route inspection or an eight week time card analysis. In order to obtain an average street time higher than that average, and lower than that average, were recorded and produced the average street time. To now expect every carrier never to exceed that average regardless of volume, weather, or unexpected (and sometimes expected) circumstances is unreasonable and indefensible in front of an arbitrator.

8. DOIS projections are often based upon a carrier's demonstrated ability in the office (casing mail faster than standard). There is no regulation that requires a carrier to meet that performance daily without exception. Again, management would be required to document unacceptable conduct in order to prove unsatisfactory effort. Do not let management punish their best employees when those employees have a bad day.

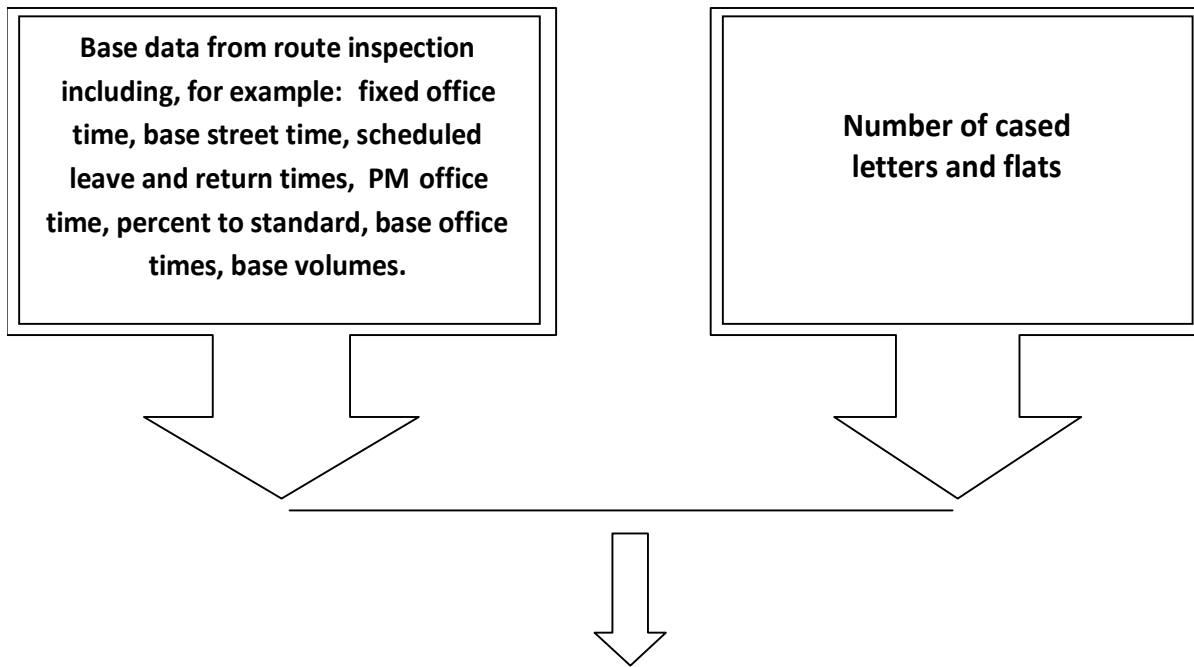
Keep in mind;

DOIS is not the Genie in the Bottle picked up on the beach by your supervisor.

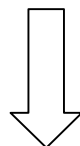
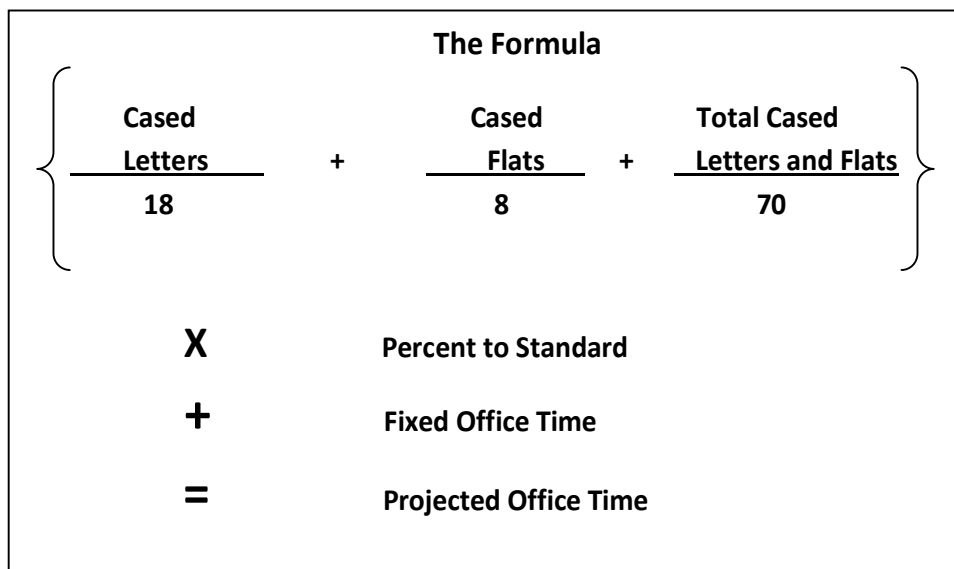
It is nothing more than a computer program that is only as good as the information provided by management.

Remember, DOIS changes none of the regulations governing letter carrier responsibilities or performance.

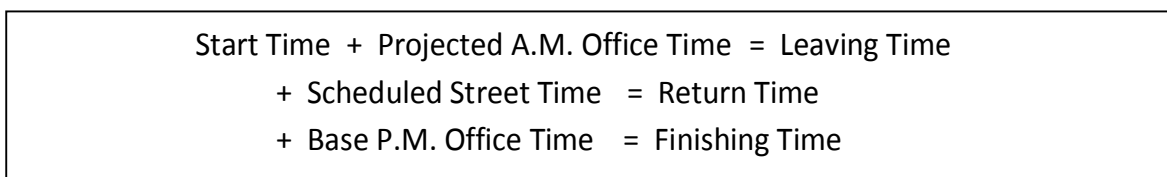
The DOIS Formula



Office Time Projection



Total Work Hours Projection



Carrier 3996 Requests Plagued by D.O.I.S. - Related Harassment

More and more these days, letter carriers are facing increasing harassment from ruthlessly ignorant supervisors when turning in their 3996 requests. I want you to know your rights when confronted with this idiotic behavior on the part of our "not too bright" supervisors!

What's been happening?

This harassment has manifested itself in many ways. Sometimes a supervisor will simply tell an employee they don't need to fill out a 3996 because DOIS says you should be able to do it in 8 – and they refuse to allow the carrier to fill out a 3996. This is a violation of Article 19, M-39 (Management of Delivery Service Methods Handbook), Section 122.33, which reads: *"The employee, upon request, will be provided a Form 3996, Carrier-Auxiliary Control, after the supervisor has been verbally informed as to the reason for the request. The employee shall not be denied the form, and, upon request, a duplicate of the completed form will be provided the employee."*

If management starts playing games with your request, ask to be given a copy of the completed form before you leave for the road. This is your proof that you had requested the assistance. Article 41.3.G of the National Agreement states: *"The Employer will advise a carrier who has properly submitted a ...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 carrier."*

Section 131.41 of the M-41 (Carrier Handbook) states the following: *"It is your responsibility to verbally inform management when you are of the opinion that you will be unable to case all mail distributed to the route, perform other required duties, and leave on schedule or when you will be unable to complete delivery of all mail (in eight hours)." "131.42 Inform management of this well in advance of the scheduled leaving time and not later than immediately following the final receipt of mail. Management will instruct you what to do."*

Clearly we have a right and a responsibility to fill out a 3996, if necessary, and it should be based on the delivery of all the mail that has been distributed to your route -- not just what management tells you that you are taking that day. Then management must manage by instructing you what they want you to take, if they will grant overtime, street assistance, have you curtail mail, etc.

Management does not have the right to give you a conflicting order, that is, an order you can't possibly carry out in a safe and professional manner. What do I mean by that?

you can't possibly carry out in a safe and professional manner. What do I mean by that?

If you put in for two (2) hours of assistance, they can't instruct you to *"do it in 8 hours"*! That is a conflicting, nonsensical order that you can't carry out unless you violate other parts of the contract - like working through your lunch and breaks, or working in an un-

safe manner. If given this order, ask for clarification by pointing out that you don't believe you can *"do it in 8 or in the time allotted"*. Then say: *"Do you want me to deliver all the mail or bring back what I can't deliver in the time you have allotted, or do you want me to call in for further instructions if I can't do it in the time you think it will take?"* If they won't give you clear instructions, ask to see a steward!!

If they advise you to call in, they have a responsibility to pay for the phone call you may have to make. Ask them for \$0.50 at that time – you may not have the change at the time you need to phone in. Or you can call the station collect. If you have to use a pay phone, it may take you additional time to get to one by the time management requests you to call in (say by 3:00 p.m.). Make sure and add that time to what you originally requested on your 3996. Or, you may choose to drive back to the station for further instructions.

Article 41.3.E. of the National Agreement requires them to supply us with anything they require for us to do the job \$0.50 for a call is part of that. I wouldn't use my cell phone because that would cost me money on my plan -- 35 cents a minute if I went over my monthly limit!

In addition, you should ask to see a steward. This is harassment, pure and simple, based on their DOIS projections. A Step 4 Settlement between the NALC and USPS (M-01444) prohibits management from using DOIS as a sole basis for discipline. Nor should it be used to harass carriers. Article 34 of the National Agreement states that: ***"The principle of a fair day's work for a fair day's pay is recognized by all parties of this agreement."***

Furthermore, Section 242.332 of the M-39 states: ***"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 standards."*** Dozens of arbitration decisions have upheld that principle over the years.

Carriers should be ready to inform management as to why they need auxiliary assistance, and it is a manager's job to ask for and expect that information. For example, if you normally get "router" help of 30 minutes per day but you didn't receive it that day, that should be put on the 3996 under item J, reasons for use of auxiliary. You could also put "double amount of DPS", "10 minute service talk", "six COS's filed or verified", "3 minute discussion with supervisor", "8 minutes filling out/discussing 3996", "inclement weather", "getting my own Advos, Morning News", "getting gas", etc. These are your reasons and management has no right to tell you what you can and can't list. They also aren't supposed to write anything on your 3996 except the amount of overtime/auxiliary assistance authorized and their initials. File a grievance if they are listing their DOIS related information on your 3996.

The only way we will end this harassment is to file grievances so management knows they will be held accountable for this abusive behavior. **Smile and file!**