

October 14, 1982

Mr. Joseph H. Johnson, Jr.  
Director, City Delivery  
National Association of Letter  
Carriers, AFL-CIO  
100 Indiana Avenue, N.W.  
Washington, D.C. 20001



Re: K. Prince  
Sacramento, CA 95813  
H1N-5H-C 6171

Dear Mr. Johnson:

On October 6, 1982, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

The question in this grievance is whether management violated Article XIX of the National Agreement by refusing to allow a carrier the opportunity to count the mail to verify a linear measurement.

The position of the union is that management must honor all requests by carriers to verify counts of mail, and that management is liable for one-half hour overtime in the instant case for such refusal of verification time.

It is our position that no interpretive issue involving the terms and conditions of the National Agreement is fairly presented in this case. Inasmuch as the union declined mutual agreement in this regard, however, the following represents the decision of the Postal Service or the particular fact circumstances involved.

Section 221.131 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 by the carrier as requested in the grievance file and no penalty payment is due.

Accordingly, as we find no violation of the National Agreement, this grievance is denied.

Sincerely,

~~(ORIGINAL SIGNED)~~

Howard R. Carter  
Labor Relations Department

