

ISSUE

The issue set forth by the Dispute Resolution Team provides as follows:

Did Management violate Article 3, 5, 19 of the National Agreement and Step 4 decision I94N-4I-C 97116055, National Arbitration H1N-NAC-C 3 and the Joint Statement on Violence and Behavior in the Workplace when they use an unauthorized form which depicts less than the authorized office time in an attempt to harass, intimidate and coerce letter carriers into using less office time than they are authorized under the Agreement? If so, what is the appropriate remedy?

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JOINT STATEMENT ON VIOLENCE AND
BEHAVIOR IN THE WORKPLACE

We all grieve for the Royal Oak victims, and we sympathize with their families, as we have grieved and sympathized all too often before in similar horrifying circumstances. But grief and sympathy are not enough. Neither are ritualistic expressions of grave concern or the initiation of investigations, studies, or research projects.

The United States Postal Service as an institution and all of us who serve that institution must firmly and unequivocally commit to do everything within our power to prevent further incidents of work-related violence.

This is a time for a candid appraisal of our flaws and not a time for scapegoating, fingerpointing, or procrastination. It is a time for reaffirming the basic right of all employees to a safe and humane working environment. It is also the time to take action to show that we mean what we say.

We openly acknowledge that in some places or units there is an unacceptable level of stress in the workplace; that there is no excuse for and will be no tolerance of violence or any threats of violence by anyone at any level of the Postal Service; and that there

is no excuse for and will be no tolerance of harassment, intimidation, threats, or bullying by anyone.

We also affirm that every employee at every level of the Postal Service should be treated at all times with dignity, respect, and fairness. The need for the USPS to serve the public efficiently and productively, and the need for all employees to be committed to giving a fair day's work for a fair day's pay, does not justify actions that are abusive or intolerant. "Making the numbers" is not an excuse for the abuse of anyone. Those who do not treat others with dignity and respect will not be rewarded or promoted. Those whose unacceptable behavior continues will be removed from their positions.

We obviously cannot ensure that however seriously intentioned our words may be, they will not be treated with winks and nods, or skepticism, by some of our over 700,000 employees. But let there be no mistake that we mean what we say and we will enforce our commitment to a workplace where dignity, respect, and fairness are basic human rights, and where those who do not respect those rights are not tolerated.

Our intention is to make the workroom floor a safer, more harmonious, as well as a more productive workplace. We pledge our efforts to these objectives.

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Step 4 Decision - I94N-4I-C 97116055

May 26, 1998

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The issue in this grievance is whether management violated the National Agreement when it used a locally developed form.

During our discussion, we mutually agreed that no national interpretive issue is presented in this case. We also agreed that the issuance of local forms, and the local revision of existing forms is governed by Section 325 of the Administrative Support Manual (ASM). The locally modified form at issue was not promulgated according to ASM325.12. Therefore, management will discontinue using this form.

Accordingly, we mutually agreed to remand this case to the parties at Step 3 for further processing or to be scheduled for arbitration, as appropriate.

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Pre-Arbitration Settlement

Q94N-4Q-C 99022154

Q98N-4Q-C 00032101

July 30, 2001

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The issue in these grievances is whether or not the Piece Count Recording System (PCRS), Projected Office Street Time (POST), or the Delivery Operations Information System (DOIS) violate the National Agreement.

After reviewing this matter, we mutually agreed to settle these grievances as follows:

Daily piece counts (PCRS) recorded in accordance with the above-referenced systems (POST or DOIS) will not constitute the sole basis for discipline. However, daily counts recorded in accordance with these procedures may be used by the parties in conjunction with other management records and procedures to support or refute any performance-related discipline. This does not change the principle that, pursuant to Section 242.332 of the M-39, "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 office standards." Furthermore, the pre-arbitration settlement H1N-1N-D 31781, dated October 22, 1985, provides that "there is no set pace at which a carrier must walk, and no street standard for walking."

This settlement is made without prejudice to the parties' rights under Article 19 or Article 34 of the National Agreement.

It is additionally understood that the current city letter carrier route adjustment process is outlined in Subchapter 141 and Chapter 2 of the M-39 Handbook. All those functionalities in DOIS, which relate to the route inspection and adjustment process, must be in compliance

with these two parts of the M-39 as long as they are in effect.

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Pre-Arbitration Settlement -
Q06N-4Q-C 11022051
September 16, 2011

The issue in this grievance is whether the office efficiency tool used to project office and street time in the Greater Indiana District violates the National Agreement.

After reviewing this matter, we mutually agree to settle the grievance as follows:

The subject office efficiency tool is a management tool for estimating a carrier's daily workload. The office efficiency tool used in the Greater Indiana District or any similar time projection system/tool(s) will not be used as the sole determinant for establishing office or street time projections. Accordingly, the resulting projections will not constitute the sole basis for corrective action. This agreement does not change the principle that, pursuant to Section 242.332 of Handbook M-39, "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 office standards." Furthermore, as stated in the agreement for case H1N-1N-D 31781, "there is no set pace at which a carrier must walk and no street standard for walking."

Projections are not the sole determinant of a carrier's leaving or return time, or daily workload. The use of any management created system or tool that calculates a workload projection does not change the letter carrier's reporting requirements outlined in section 131.4 of Handbook M-41, the supervisor's scheduling responsibilities outlined in section 122 of Handbook M-39, or the letter carrier's and supervisor's responsibilities contained in Section 28 of Handbook M-41.

This settlement is made without prejudice to the parties' rights under the National Agreement.

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FACTS AND CONTENTIONS

At some point prior to November 2009, the Postal Service began using an "office efficiency tool" (OET) as part of the process to determine when carriers should be leaving for the street portion of their duties. On or about November 9, 2009, the Union initiated the instant grievance claiming that the OET used by Management was an "unauthorized" form which was improperly implemented for the purpose of "intimidating and coercing" the carriers to use less office time than originally determined. The Union sought to have Management apply the provisions of Handbook M-39 to "ascertain approximate leaving time for carriers".

The grievance was denied at Informal Step A and at Formal Step A. During these steps of the grievance procedure, the Union argued as follows:

For a continuing period of time, management at the Washington Post Office have come around with a local form which calculates office time by dividing the number of cased letters by 18, the number of cased flats by 8, dividing the number of cased letters and flats together by 70, and then determining an office leaving time.

This new calculation makes no provision for the fixed office times of the routes, nor does it include any other times that the carrier might be performing other office functions as provided for in the M-39 and M-41.

Management is now approaching the carriers and telling them that they should be out of the office by the time denoted on this new form, which lessens the actual standard office time by some 30 to 40 minutes each morning.

. . .

Union contends that the use of this unauthorized form is intended solely as a means of harassing the letter carriers, intimidating them to go faster, to coerce letter carriers into rushing their office duties in an unsafe manner, to trick them into believing that

management is following the provisions of the M-39 when telling the letter carrier he/she should be leaving the office at a specified time. (See Union exhibits #6, 8, 9, and 10) This new projected leaving time is based solely on the 18 and 8 standard for casing available mail, plus a 70 piece per minute of cased mail pull down time.

This new leaving time does not allow for time to go to the throwback case, sign for and write up accountables, personal time, riffle the dps mail to check for proper sequence of mail, replace empty equipment, withdrawing of mail, take their 10 minute am office break, route spr's and count them, address customer inquiries, speak with the supervisor about filling out forms 3996, deal with the hold mail, endorse mark-up mail, write up MLNA cards, update 3982's with new yellow labels, fill out form 1571, update the route edit sheets . . . all of the things that letter carriers are required to do each morning to maintain their routes in compliance with the M-39 and M-41 Handbooks. This new form basically deletes all of the fixed office time that carriers have each morning.

. . .

Further, the Union, and just about every letter carrier in Washington, takes issue with the statement provided by Ms Devine. All of the Union Exhibits (See Union 6, 8, 9, and 10) contradict the statement of Ms Devine that carriers are NOT told when leaving time is by the calculations on the worksheet. The Union contends that the statement by Ms Devine is disingenuous at best, and is directly contradicted by the statements of nearly every single one of her employees. [sic]

. . .

Statement Signed By Seven Carriers

Management comes by every morning and instructs me as to what my leaving time is to be for that particular day. I feel these leaving times are unrealistic and for the most part unattainable. It creates a lot of unnecessary stress.

. . .

During Informal Step A and Formal Step A, the Postal Service contended as follows:

From OIC Devine to the Union:

Per your request for verbal information on the workload sheet I am using at the Washington Post Office to calculate earned time for cased mail. [sic]

During a conference call one morning (I can't recall the date), Tom Matson discussed the workload sheet I have been usllizing to calculate earned time for casing volumes daily. He explained that I am to enter daily volumes in the letter and flat column so that the 18-8- &70 times would automatically be calculated. [sic]

This worksheet is NOT being used soley to calculate out times. Carriers are NOT told when leaving time is by the calculations on this worksheet. [sic]

. . .

This worksheet is designed to be used as well as the DOIS information for the day is used to help determine or come to agreement with the carriers on what time they should leave for the day.

. . .

The workload work sheet was devised to be a tool to help delivery supervisors in helping to determine the leave time for the city carriers on a daily basis.

This worksheet should be used as a tool the same as DOIS to help determine leaving time for the carriers. The worksheet is not designed to take anything away from the carriers that they actually need to complete their daily assignments.

. . .

The workload sheet was not designed to replace DOIS or the information that DOIS supplies, but to supplement the information to help determine the actual needed to time for the carrier to complete their AM office duties for the day. This worksheet is not supposed to change or

edit any information in any other Handbook or Manuals that is currently used by the USPS. [sic]

Management does not believe that questioning the carriers concerning the time they are going to leave is harassment. It is the opportunity for the carrier to express concerns about the mail being counted and gives them the opportunity to voice their opinion on when they should leave. The worksheet is just one of the tools available to help determine when management believes the carrier should leave.

The grievance was sent to the Dispute Resolution Team and on December 23, 2009, the parties at that level declared an impasse.

The Union Representative at Step B contended that the OET, or the Workload Instruction, was inconsistent with the National Agreement and the following 2007 DOIS Settlement:

DELIVERY OPERATIONS INFORMATION SYSTEM
(DOIS) SETTLEMENT
Q01N-4Q-C 05022610 (M-01664)

After reviewing this matter, the parties agree to resolve this dispute based on the following:

The Delivery Operations Information System (DOIS) is a management tool for estimating a carrier's daily workload. The use of DOIS does not change the letter carrier's reporting requirements outlined in section 131.4 of Handbook M-41, the supervisor's scheduling responsibilities outlined in section 122 of Handbook M-39, or the letter carrier's and supervisor's responsibilities contained in Section 28 of Handbook M-41. 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. A five minute time credit for lines 8-13 will be added or when route inspection data is available for lines 8-13 the actual average information will be used for daily workload projections.

Management is responsible for accurately recording volume and other data in DOIS. Other than obvious data entry errors, route based information may only be changed

through a full count and inspection or minor route adjustment. Additionally, the parties have previously agreed that functions in DOIS which relate to the 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. Exceptions are offices that have jointly established an alternate route adjustment method. DOIS base information in such offices shall, as appropriate, comply with the alternate route adjustment method.

Date: July 30, 2007

The Union also claimed that the OET (WI) constituted a unilateral change of working conditions which violated Article 5.

The Union further claimed as follows at Step B:

The case file contains statements from carriers who have been told, or heard carriers being told, they will be facing discipline if they continue to fail to make Management's new numbers. The Joint Statement on Violence and Behavior in the Workplace states: "Making the numbers" is not an excuse for the abuse of anyone." Threatening carriers with discipline for not "making the numbers" is a violation of the Joint Statement. Management at Step B is stating since there is no discipline, there is no problem. However, it is the threats of discipline that is the issue. If discipline was issued and the carrier followed the M-41, asked for new instructions, and was not working with unsatisfactory effort, Management knows discipline would not hold up. The improper threats of discipline are creating unnecessary stress and hostility on the workroom floor. Refer to the M-39 Section 242.332 and the M-41 section 131.4 which state:

242.332 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 office standards.

131.4 Reporting Requirements

131.41 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.

As long as carriers are making a conscientious effort to complete their work, they inform Management when they can not make their unrealistic office times to get new instructions. Management is not justified in issuing discipline. The Joint Statement prohibits Management from making threats of discipline in these cases as well. [sic]

. . .

Management is citing Article 3 as the justification of what they are doing. However, like most cases, Management is forgetting about the first sentence of Article 3 which states all of their rights are subject to the National Agreement and other applicable laws and regulations (i.e. Handbooks, Manuals, and the Joint Statement on Violence and Behavior in the Workplace. [sic]

. . .

In summary, the use of WI violates the National Agreement. It takes away office time granted by the M-39. It violates the DOIS Settlement. It causes hostility on the workroom floor when Management gives carriers unrealistic instructions and threatens discipline when they are unable to make those times. The use of WI must be stopped immediately.

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At Step B, the USPS Representative asserted as follows:

. . .

Management contends this Grievance is an assault on Management's right to manage. Management contends this grievance is tantamount to grieving a supervisor scribbling a quick multiplication and division problem on piece of paper to assist them in determine the casing

time of a carrier. Management refers to M-41 Section 16 and Article 3 of the National Agreement. [sic]

16 Supervision: Carriers may expect to be supervised at all times while in performance of their daily duties.

. . .

The Management Workload program uses a simple multiplication and division calculation that helps management fashion an office time based on the offices' budget and office percentage. The items in the M-39, Exhibit 222.214a(4). Time Allowances for Carrier Office Work are still taken into consideration when the leave time is discussed with the carrier. However, everyday is different; including the actual time the supervisor establishes the leave time with the carrier.

. . .

In accordance with the National AM SOP, the supervisor establishes the carrier's leave time based on the amount and type of mail with the carrier's input. After the carrier has been instructed to leave the office at a certain time, the carrier should follow the instructions of the M-41 Section 131.42. Management refers to the M-41, Section 131.41 & 131.42

131.41 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.

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.

. . .

Management also contends the Union's charge that Management violated Joint Statement on Violence and Behavior in the Workplace is unsubstantiated.

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The Union's misunderstanding of the Joint Statement is painfully obvious in this case. In the Snow National Arbitration, Q90N-4F-C 94024977, which made the Statement an enforceable agreement, the Union was referring to supervisors who use "violent tactics" or as the Joint Statement states, in part, there, "will be no tolerance of violence or any threats of violence by anyone at any level of the Postal Service". The Union has failed to show management acted violently or that violence was going to be brought upon anyone in this case.

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At arbitration, the Union presented testimony from two Letter Carriers and from the Local President.

Letter Carrier Haag was the Informal Step A Representative and she contended that the carriers in Washington, IN felt that they were being harassed and intimidated by the daily directives to leave for street duties within "unrealistic time frames"; Ms. Haag added that various carriers had complained to her about the new process; there are 8 full time carriers, 1 auxiliary route, 2 PTF carriers and a T-6.

Ms. Haag gave an example of being told to leave for the street in 10 minutes while she still had 3 feet of flats in a tub and 2 feet of flats by her case. She further testified that Management began posting "times" by the clock so that employees would have knowledge of which carriers were the "worst" in meeting their leave times. Ms. Haag was also concerned about being disciplined for failing to meet the unrealistic leave times.

Ms. Haag added that when she complained, the situation eased for a while; however, the same pressure started up again shortly thereafter.

Ms. Haag explained that the leave times based on the OET formulation are 30 to 40 minutes prior to what had previously been implemented.

Letter Carrier Perry corroborated Ms. Haag's testimony about the "harassment and intimidation" in the office based upon the OET and the daily leave time orders. He stated that he has been a good carrier for years, but since he cannot "make office time", he has been "shown to be scum" by Management. He further stated that the use of the OET has made his life miserable; he has trouble sleeping and he has negative feelings about coming to work. Mr. Perry maintained that the OET tool was misused and that the misuse created a hostile work environment; Mr. Perry also expressed his concerns about possible discipline based upon OET usage.

The Local President testified about the various reports he received regarding "cutting office time" and the intimidation and coercion to leave early for the street. Due to the numerous claims that what was occurring created a stressful work environment, he "grieved under the Violence in the Workplace Statement". He acknowledged that the grievance pre-dated the September 2011 settlement, however, there is still a legitimate complaint here pertaining to "unrealistic, unattainable goals creating a stressful and hostile work environment". The President added that he did not receive all of the information he requested, including the records from a full fourteen day application of the form in question.

Management's only witness was Brenda Devine, the Washington OIC during the time period in question.

She testified that the OET was a tool similar to DOIS which was used to project daily leave times. She insisted that after the

mail was counted and "other duties" were factored in, she and each carrier "agreed on an out time". She also insisted that the OET was not the sole basis of the leave time. Additionally, there was never a threat of discipline for not meeting the leave time. Furthermore, no request forms for assistance were included in the grievance packet and none were received during the period in question.

On cross-examination, Ms. Devine reiterated her claim that the Supervisor and the carriers "agreed on a leave time". Ms. Devine also testified that "fixed office time was built into DOIS" and DOIS was also a tool utilized for determining daily timelines.

Letter Carrier Haag testified again on rebuttal and asserted that there had been "no agreement on leave times" and "no chance to agree on anything".

The Union recognizes that the cited September 16, 2011 settlement determined that the OET was a Management tool and that it could be utilized for "time projection"; the settlement also found that the OET was not the sole determinant for establishing office time and that carriers are not to be disciplined for failing to meet the standards set thereby. However, the settlement did not address the issue of the "creation of a hostile and stressful work environment" due to the manner in which the OET was utilized in Washington. Furthermore, there was testimony to show that after the initial complaints, it appeared that the OET would not be utilized and the work environment improved; then when the Postal Service resumed the use of that tool, the situation deteriorated and carriers again felt stress and intimidation.

The Union contends that this situation is covered under the Joint Statement on Violence and Behavior in the Workplace for the reason that said Statement is intended to "defuse hostility" before circumstances escalate from stress to violence.

The Union added that "it is not that discipline is issued" for failure to meet leave times, "but the stress and intimidation that the threat of discipline creates is the crux of this instant grievance".

As a remedy, the Union asked as follows in its post hearing brief:

The Postal Service ceases and desists in the improper use of the OET tool. All Management personnel at the Washington, Indiana post office be given specific training on the proper use of all forms, tools, etc. used to determine letter carriers' leaving and return times to ensure a fair and accurate evaluation can be made. [sic]

The Union asked that the grievance be granted together with the remedy sought.

The Postal Service contends that the Union has failed to sustain the burden of proving a violation of the National Agreement or the applicable Handbooks and Manuals.

The Postal Service points to the September 16, 2011 Settlement and emphasizes the fact that "the subject of the use of this tool has already been decided by the National parties". The National parties further determined that the tool "will not be used as the sole determinant for establishing office or street time projections". The Settlement also reiterates that carriers will not

be disciplined for failure to meet standards without documentation of unsatisfactory effort, etc.

The Postal Service insists that the cited Joint Statement "is not a license for the Union or the employees to involve themselves in day-to-day decision making". "Arbitral intrusion into the most basic right of Management to manage should be limited to the egregious and extraordinary situations that the Joint Statement was genuinely intended to address". Furthermore, says Management, the situations and complaints cited by the Union do not rise to the level of a violation of the Joint Statement.

The Postal Service asks that the grievance be denied in its entirety.

OPINION

Per the issue statement, the Union contended that the office efficiency tool (OET) was an "unauthorized form"; the grievance in this regard was initiated in November 2009. Apparently, the same or similar challenges were made by other Branches and the matter was appealed to arbitration at the National Level.

On September 16, 2011, the parties at that Level addressed the question of whether the OET used to project office and street time in the Greater Indiana District violated the National Agreement. The National Level parties ultimately entered into a settlement agreement which must be applied in the instant case. The parties determined that the OET is not an "unauthorized form"; it is a management tool utilized for estimating a carrier's daily workload. It is not violative of the contract or the ASM, as was the locally modified form challenged in Case No. I94N-4I-C 97116055. The

September 16, 2011 Settlement is similar to the DOIS Settlement in that the OET is also a management tool for estimating a carrier's daily workload. Per both settlements, the use of DOIS and the OET will not constitute the sole basis for discipline or corrective action.

Per the September 16, 2011 settlement, the principle of the M-39, Section 242.332 was not changed; a carrier who does not meet the standard will not be disciplined unless "unsatisfactory effort" can be demonstrated. Also per the Settlement, "projections are not the sole determinant of a carrier's leaving or return time or daily workload".

Per the settlement, there is no change in a carrier's reporting requirements, in a carrier's responsibilities or in a Supervisor's scheduling responsibilities as outlined in the M-39 and M-41.

Based upon this Settlement, it must be held that the position of the Union regarding the "unauthorized" nature of the OET in question cannot be sustained.

However, this grievance presents another challenge due to the allegations pertaining to the manner in which the OET has been utilized. In other words, the issue here involves whether or not the actions of local Management rose to the level of a violation of the above-cited Joint Statement.

The Joint Statement has been found to be an enforceable document which applies to all postal employees, including bargaining unit and management employees.

Although the Arbitrator agrees with Management that the Joint Statement was not designed to be applied to the "common conflicts" between supervisors and employees, it cannot be disputed that it was nevertheless intended to ensure that all employees are treated with fairness, dignity and respect; it was also intended to address the "unacceptable level of stress" in some units.

In this instance, there was evidence of "discontent" and stress due to the misuse of the OET even though the tool itself was an authorized form for determining workload and leave times; significantly, it was not to be used as the sole determinant for establishing office or street time projections; as stated by Ms. Devine, the OET was used in conjunction with other Management tools when determining leave time. Ms. Devine was credible in that regard.

Nevertheless, Ms. Devine also asserted that there were discussions and "negotiations" with carriers prior to establishing leave times. Her assertions in this regard are not believable; the overwhelming weight of the evidence provided by the Union demonstrates that carriers were "told" when to leave for the street with "short notice" and prior to leave times previously designated; they had no input as alleged by Ms. Devine.

The Arbitrator recognizes that technology has led to a reduction in carrier office time and that reduced mail volume has further impacted the amount of time a carrier has to spend in the office.

However, the evidence in this case shows an unfair and unreasonable approach to assigning or establishing leave times for

the carriers in Washington; the approach increased the level of stress and created a hostile environment.

Evidence of the abuse of managerial authority is found in the posting of a notice indicating carrier leave times for the purpose of showing who failed to meet the "standard given on short notice". As set forth in the Joint Statement, "making the numbers is not an excuse for the abuse of anyone".

The continual "wearing actions" of Management have created an unacceptable level of stress on the carriers in Washington even though there was no actual threat of violence and even though there was no discipline issued for failure to meet leave times.

In order to resolve this case, the Arbitrator is faced with certain elements which cannot be overlooked; 1) the OET has been authorized by the September 16, 2011 settlement; 2) Management has the right to direct the force, including establishing carriers' daily workloads and leave times; 3) a carrier can be expected to be supervised in the performance of his/her duties; and 4) a carrier may ask for assistance based on mail volume. In other words, the Arbitrator must recognize the rights of Management in the decision-making process.

Recognizing the rights of Management does not include allowing abuse of managerial authority. In this case, the carriers were extremely concerned about being disciplined for not adhering to leave times given to them without any input based on their familiarity with their own routes. Leave times set by Management reduced office time even though there was still mail to be cased and prepared for the street. What occurred here was a daily

implementation of work standards coupled with intimidating supervisory behavior.

It is also true that no one was disciplined for failing to meet leave times, however, the "concern" was there, especially due to the aforementioned posting of carriers' performance in that regard; the posting of such information is a form of harassment.

The Arbitrator is of the opinion that the exercise of Management's Rights is subject to and limited by other contractual provisions and the Joint Statement.

What occurred here created a stressful and hostile work environment for carriers who were intimidated by Supervisors on the matter of "leave time for the street".

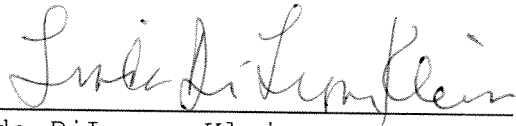
The discontent and stress were evident at the hearing and the carriers are entitled to relief even though Management has the right to use the OET and direct the workforce. In this case, the evidence establishes a misuse of the tool and the evidence establishes beyond any doubt that credibility on this issue rests with the Union; the manner in which the OET was applied created a stressful and hostile work environment.

AWARD

The subject of the use of the OET has already been decided by the September 16, 2011 Settlement. The position of the Union regarding the "unauthorized" nature of the OET cannot be sustained.

The Postal Service is directed to cease and desist from the misuse of the OET. As it regards compliance with the Joint

Statement and recognition of the stated commitments of the parties,
the position of the Union is sustained; the Postal Service shall
direct Washington, IN Management to utilize the OET in a manner
which promotes a workplace free from intimidation and abuse.

A handwritten signature in cursive script, reading "Linda DiLeone Klein". The signature is written in dark ink and is positioned above a horizontal line.

Linda DiLeone Klein