

Local Grievance # _____

Issue Statement (Block #15 on PS Form 8190):

Did Management violate Articles 10 and 30 of the National Agreement and ELM Section 512.313 via Article 19 of the National Agreement at the **[Installation name]** Installation when they failed to honor requests for annual leave from Full-Time Regular Letter Carrier **[Name]** who had completed the 90-day qualifying period following their conversion to career status, and if so, what should the remedy be?

Union Facts and Contentions (Block #17 on PS Form 8190):

Facts:

1. The grievant was converted to career status on **[Date]**. This is documented with the PS Form(s) 50 *Notification of Personnel Action* included in the case file.
2. The grievant requested annual leave on **[Date]**. The annual leave was to be used on **[Date]**, which is more than 90 days after they were converted to career status. Management approved the leave request on **[Date]**. This is documented by the PS Form(s) 3971, *Request for or Notification of Absence* in the case file.

-OR-

3. The grievant requested annual leave in accordance with the **[Installation]** Local Memorandum of Understanding (LMOU) on **[Date]**. The annual leave was to be used on **[Date]**, which is more than 90 days after they were converted to career status. Management disapproved the leave request on **[Date]** stating that the grievant must wait until the pay period following their completion of the 90-day qualifying period to use their annual leave. This is documented by the PS Form(s) 3971 *Request for or Notification of Absence* and management's responses to the Union's interview included in the case file.
4. The **[Installation]** LMOU states: **[Insert applicable LMOU language]**
5. Article 10.4.D of the National Agreement states:

All advance commitments for granting annual leave must be honored except in serious emergency situations.

6. The grievant was charged **[LWOP, SL, AWOL, etc.]** on **[Date(s)]**. This is documented by the PS Form(s) 3972 in the case file.

7. The grievant had a sufficient annual leave balance to cover their absence(s) on **[Date(s)]**. This is documented with copies of employee pay and time records included in the case file.

Contentions:

1. Management at the **[Installation name]** Installation violated Articles 10 and 30 of the National Agreement and ELM Section 512.313 via Article 19 by failing to honor requests/and/or failing to compensate the grievant for annual leave where they had completed a 90-day qualifying period following their conversion to career status.
2. It is improper for management to claim the grievant must wait until the pay period following the completion of a 90-day qualifying period to use their annual leave.

Remedy (Block #19 on PS Form 8190):

1. That management cease and desist refusing to honor requests for annual leave from Full-Time Regular Career Letter Carriers who have completed the 90-day qualifying period following their conversion to career status.
2. That Letter Carrier **[Name]** be granted **[# of hours/minutes]** hours/minutes compensatory time off to be used at their discretion.

Add the following issue statement, facts, contentions, and remedy request if we can prove the violation is repetitive:

Issue Statement:

Did management violate Article 15.3.A of the National Agreement along with policy letter M-01517 by failing to comply with the prior Step B decisions or local grievance settlements in the case file, and if so, what should the remedy be?

Facts:

1. Article 15.3.A of the National Agreement states in relevant part:

The parties expect that good faith observance, by their respective representatives, of the principles and procedures set forth above will result in resolution of substantially all grievances initiated hereunder at the lowest possible step and recognize their obligation to achieve that end.

2. M-01517 states in part:

Compliance with arbitration awards and grievance settlements is not optional. No manager or supervisor has the authority to ignore or override an arbitrator's award or a signed grievance settlement. Steps to comply with arbitration awards and grievance settlements should be taken in a timely manner to avoid the perception of non-compliance, and those steps should be documented.

3. Included in the case file are **[Arbitration Awards/Step B decisions/local grievance settlements, etc.]** in which management was instructed/agreed to cease and desist failing to honor requests for annual leave from a Full-Time Regular Letter Carrier who has completed the 90-day qualifying period following their conversion to career status.

Contentions:

1. Management violated Article 15.3.A of the National Agreement and M-01517 by failing to abide by the previous Step B decisions/local grievance settlements in the case file. When management violates contractual provisions despite being instructed/agreeing to cease and desist these violations, they have failed to bargain in good faith.
2. The Union contends that Management has had prior cease and desist directives to stop failing to honor requests for annual leave from a Full-Time Regular Letter Carrier who has completed the 90-day qualifying period following their conversion to career status.

3. Management's actions are continuous, egregious and deliberate. The Union has included past decisions/settlements in the case file to support this point.

Remedy:

1. That management cease and desist violating Article 15 of the National Agreement.
2. That Letter Carrier(s) **[Name], [Name], and [Name]** each be paid a lump sum of \$100.00 to serve as an incentive for future compliance.



National Association of Letter Carriers Request for Information

To: _____
(Manager/Supervisor)

Date _____

(Station/Post Office)

Manager/Supervisor _____,

Pursuant to Articles 17 and 31 of the National Agreement, I am requesting the following information to investigate a grievance concerning a violation of Articles 10 and 19:

1. Copies of the most recent PS Form(s) 50 *Notification of Personnel Action* for Letter Carrier **[Name]**.
2. Copies of the PS Form(s) 3972 for Letter Carrier **[Name]** for **[date(s)]**.
3. A copy of the PS Form(s) 3971 *Request for or Notification of Absence* for Letter Carrier **[Name]** for **[date(s)]**.

I'm also requesting time to interview the following individuals:

1. **[Name]**
2. **[Name]**
3. **[Name]**

Your cooperation in this matter will be greatly appreciated. If you have any questions concerning this request, or if I may be of assistance to you in some other way, please feel free to contact me.

Sincerely,

Request received by: _____

Shop Steward
NALC

Date: _____



National Association of Letter Carriers Request for Steward Time

To: _____
(Manager/Supervisor)

Date _____

(Station/Post Office)

Manager/Supervisor _____,

Pursuant to Article 17 of the National Agreement, I am requesting the following steward time to investigate a grievance. I anticipate needing approximately _____ (hours/minutes) of steward time, which needs to be scheduled no later than _____ in order to ensure the timelines established in Article 15 are met. In the event more steward time is needed, I will inform you as soon as possible.

Your cooperation in this matter will be greatly appreciated. If you have any questions concerning this request, or if I may be of assistance to you in some other way, please feel free to contact me.

Sincerely,

Shop Steward
NALC

Request received by: _____
Date: _____