

Local Grievance # _____

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

1. Did management at the **[Station/Post Office]** violate Sections 324 and/or 325 of the Administrative Support Manual (ASM) via Article 19 of the National Agreement by utilizing a locally developed and/or locally revised form, and if so, what should the remedy be?
2. Did management at the **[Station/Post Office]** violate National Arbitrator Garrett's award in case number MB-NAT-562 (C-00427), the Step 4 settlement for case number I94N-4I-C 97116055 (M-01325), and the pre-arbitration agreement for case number H7N-2D-C 42122 (M-00852) via Article 15 of the National Agreement by utilizing a locally developed and/or locally revised existing form, and if so, what should the remedy be?

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

Facts:

1. On or about **[Date]**, management began to utilize **[describe locally developed/locally revised form]**. This is documented by the **[locally developed/locally revised forms and carrier statements]** in the case file.
2. National Arbitrator Garrett's award in case number MB-NAT-562 (C-00427) states in relevant part:

The development of a new form locally to deal with Stewards' absences from assigned duties on Union business—as a substitute for a national form embodied in an existing Manual (and thus in conflict with that Manual)— thus falls within the second paragraph of Article XIX. Since the procedure there set forth has not been invoked by the Postal Service, it would follow that the form must be withdrawn.

3. The Step 4 settlement for case number I94N-4I-C 97116055 (M-01325) states in relevant part:

We 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 ASM 325.12. Therefore, management will discontinue using this form.

4. The pre-arbitration agreement for case number H7N-2D-C 42122 (M-00852) states in relevant part

The issuance of local forms, and the local revision of existing forms is governed by Section 324.12 of the Administrative Support Manual (ASM). The locally developed form was not promulgated according to ASM, Section 324.12. Therefore, management will discontinue the use of the subject form

5. The locally developed/locally revised form that is the subject of this grievance is not listed in Postal Service *Publication 223* nor does it have a form number; therefore, it is not a form authorized for use by Article 19 of the National Agreement.
6. The Step 4 settlement for case number G94N-4G-C 98024445 (M-01391) states in relevant part:

The parties agreed there is no dispute between the parties that Step 4 grievance settlements are precedential and binding, unless otherwise agreed between the national parties.

Contentions:

1. Management violated Sections 324 and/or 325 of the ASM via Article 19 of the National Agreement by utilizing the **Locally developed form** form.
2. Management violated National Arbitrator Garrett's award in case number MB-NAT-562 (C-00427), the Step 4 settlement for case number I94N-4I-C 97116055 (M-01325), and the pre-arbitration agreement for case number H7N-2D-C 42122 (M-00852) via Article 15 of the National Agreement by utilizing a locally developed/locally revised form.
3. The Union contends that the locally developed form at issue in this grievance has not been approved in accordance with Chapter 3 of the Administrative Support Manual (ASM).
4. The Union further contends that this issue has previously been resolved by National Arbitrator Garrett along with the National Parties via precedent setting and binding Step 4 settlements and pre-arbitration agreements.

Remedy (Block #19 on PS Form 8190):

1. That management cease and desist using the **[Locally developed form]** at the **[Station/Post Office]**.
2. That management cease and desist violating Chapter 3 of the Administrative Support Manual by using forms that are not authorized/promulgated in accordance with the ASM.
3. That management cease and desist violating National Arbitrator Garrett's award in case number MB-NAT-562 (C-00427), the Step 4 settlement for case number I94N-4I-C 97116055 (M-01325), and the pre-arbitration agreement for case number H7N-2D-C 42122 (M-00852) via Article 15 of the National Agreement.
4. That any and all **[Locally developed form]** that were used at the **[Station/Post Office]** be considered null and void and be destroyed.
5. That any discipline issued as a direct or indirect result of the use of **[Locally developed form]** be rescinded and expunged from all employee records and files.
6. That Letter Carriers(s) **[Name], [Name], and [Name]** each be paid a lump sum of \$100.00 to serve as an incentive for future compliance.
7. That all payments associated with this case be made as soon as administratively possible, but no later than 30 days from the date of settlement.
8. That proof of payment be provided to **[NALC Official]** upon payment, and/or any other remedy the Step B team or an arbitrator deems appropriate.

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 improperly using locally developed forms.

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 improperly using locally developed forms. The Union also contends that Management's actions are continuous, egregious and deliberate. The Union has included past decisions/settlements in the case file to support their claim.

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 Article 15:

1. A copy of any and all **[describe locally developed form]** being utilized at the **[Station/Post Office]**.
2. Any documentation showing **[describe locally developed form]** is included in Publication 223.
3. A copy of any and all discipline issued to Letter Carriers since **[Date]**.

In addition, I am 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,

_____ Request received by: _____

Shop Steward

NALC

Date: _____