

Local Grievance # _____

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

Did Management violate Article 15 of the National Agreement and M-01517 by failing to comply with the Memorandum of Understanding (MOU) *Re: Full-time Regular Opportunities – City Letter Carrier Craft* at the **[Installation name]** Installation, and if so, what should the remedy be?

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

Facts:

1. Route(s) **[route #(s)]** and/or Carrier Technician assignment(s) **[T-6 string]** was/were vacated, posted for bid, and became a residual vacancy(s) in the **[Installation name]** Installation on **[date]**. This is documented with the award posting(s) for the **[Installation name]** Installation included in the case file.
2. The Memorandum of Understanding *Re: Full-time Regular Opportunities – City Letter Carrier Craft* lays out a specific pecking order in which residual vacancies are to be filled.
3. There are no legitimate withholding events where the radius of withholding reaches the **[Installation name]** Installation.

Contentions:

1. Management violated Article 15 of the National Agreement and M-01517 by failing to comply with the Memorandum of Understanding *Re: Full-time Regular Opportunities – City Letter Carrier Craft* at the **[Installation name]** Installation when they failed to fill the residual vacancy(s) associated with this grievance in accordance with the memorandum.
2. Management's failure/delay in this regard has caused significant harm to the Letter Carrier(s) who should have been placed into these residual vacancies in the **[Installation name]** Installation in the form of wages and benefits including, but not limited to seniority, leave, missed holidays, the right to sign/decline to sign the overtime desired list, the right to bid on vacant assignments, etc.

Remedy (Block #19 on PS Form 8190):

1. That management immediately comply with the procedures for filling residual full-time regular City Letter Carrier duty assignments established in the

Memorandum of Understanding *Re: Full-time Regular Opportunities – City Letter Carrier Craft* at the **[Installation name]** Installation.

2. That management cease and desist violating the Memorandum of Understanding *Re: Full-time Regular Opportunities – City Letter Carrier Craft* at the **[Installation name]** Installation.
3. That Letter Carrier(s) **[Name, Name, and Name]** each be made whole for any/all lost wages and/or benefits including but not limited to their seniority date being adjusted to reflect the career seniority they should have accumulated toward serving a probation period, accrued leave, missed holidays, the right to sign/decline to sign the overtime desired list, bidding rights, etc.
4. 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.
5. 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 is the appropriate remedy?

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 violating the MOU Re: *Full-time Regular Opportunities – City Letter Carrier Craft* at the **[Installation name]** Installation.

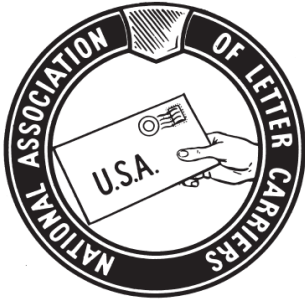
Contentions:

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 violating the MOU Re: *Full-time Regular Opportunities – City Letter Carrier Craft* at the **[Installation name]** Installation.

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 Article 15:

1. Copies of the award postings for **[job ID #(s)]** for the **[Installation name]** Installation.
2. Copy of the carrier seniority roster for the **[Installation name]** Installation.
3. Copy of the CCA relative standing roster for the **[Installation name]** Installation.

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: _____ Date _____
(Manager/Supervisor)

(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: _____