

Local Grievance # _____

Issue Statement (Block 15 of PS Form 8190):

1. Did management violate the Step 4 settlement in Case # Q98N-4Q-C 01045570 dated July 30, 2007 (M-01663) via Article 15 when they required letter carriers in the **[Station/Post Office]** to carry more than three bundles while servicing park and loop and/or foot deliveries on **[Date]**, and if so, what should the remedy be?

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

Facts:

1. The Step 4 settlement in Case # Q98N-4Q-C 01045570 dated July 30, 2007 (M-01663) states in relevant part:
 1. *In accordance with the recognitions cited in the above paragraph, effective with the signing of this agreement the parties agree that city letter carriers on park and loop or foot deliveries who currently carry three bundles will continue to carry as a third bundle, within weight restrictions, Enhanced Carrier Route (ECR) and Periodicals walk sequenced letter or flat mailings (WSS) that have either 90% or more coverage of the total active residential addresses, or 75% or more coverage of the total number of active deliveries on a route.*
 3. *The parties agree that under no circumstance will City Letter Carriers on park and loop or foot deliveries be required to carry more than three bundles.*
2. The **[Station/Post Office]** does not utilize the Flat Sequencing System (FSS).
3. Letter carriers in the **[Station/Post Office]** case mail utilizing the Vertical Flat Case (VFC), which requires residual letters and flats to be cased in the same separation.
4. Cased mail (letters and flats) withdrawn from the VFC and Delivery Point Sequence (DPS) letters constitute the first and second bundles.
5. Letter Carrier(s) **[Name(s)]** on Route(s) **[number(s)]** had **[number]** of sequenced letter/flat mailing(s), as defined by M-01663, on **[date]**.

6. Route(s) [**route #s**], has park and loop or foot route delivery as part of the assignment.
7. Letter Carrier(s) [**Name(s)**] on Route(s) [**number(s)**] were instructed to carry more than three bundles on [**date**]. These facts are verified by the [**carrier statements/interviews**] included in the case file.
8. The Step 4 settlement in Case # G94N-4G-C98024445 dated October 25, 1999 (M-01391) states in relevant part:

As a result of our discussions, 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 the Step 4 settlement in Case # Q98N-4Q-C 01045570 dated July 30, 2007 (M-01663) via Article 15 of the National Agreement by requiring Letter Carrier(s) [**Name(s)**] servicing park and loop and/or foot deliveries to carry more than three bundles.
2. The union contends the Step 4 settlement in Case # G94N-4G-C98024445 dated October 25, 1999 (M-01391) memorializes the national parties' mutual agreement regarding Step 4 settlements. The language in this resolution is clear; Step 4 settlements are binding and precedent setting.
3. In the instant case, management is attempting to circumvent the language in M-01663 and gain through the grievance procedure what they could not gain through bargaining. The union contends that until the national parties amend M-01663, management cannot require letter carriers servicing park and loop and/or foot delivers to carry more than three bundles.
4. The union contends that management should have instructed Letter Carrier(s) [**Name(s)**] to case sequenced mailings in order to maintain no more than three bundles for any portion of their assignment consisting of park and loop and/or foot deliveries.

Remedy (Block 19 of PS Form 8190):

1. That management cease and desist from violating the Step 4 settlement in Case # Q98N-4Q-C 01045570 dated July 30, 2007 (M-01663).
2. In the future, management shall instruct letter carriers to case these bundles, and receive volume credit and time on each route.
3. That management not use any data that was collected as a result of the violation on route(s) **[route #s]**.
4. That management pay the Letter Carriers required to carry the additional bundles each a lump sum of \$50.00 for each violation.
5. All payments associated with this case be made as soon as administratively possible, but no later than, 30 days from the date of this agreement. Proof of payment be provided to **[NALC Official]** upon payment.



National Association of Letter Carriers
Request for Information

To: _____
(Manager/Supervisor)

Date _____

(Station/Post Office)

Manager/Station _____,

Pursuant to Article 17 and 31 of the National Agreement, I am requesting the following information:

- 1. Workhour Workload Report (by Route) for [Route #s] in the [Station/Post Office] on [Date].**

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,

Shop Steward

Request received by: _____

NALC

Date: _____