

## 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: City Carrier Assignments-Temporary Assignments to Other Post Offices* (M-01827) dated December 5, 2013 at the **[Installation name]** Installation, and if so, what should the remedy be?

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

#### Facts:

1. City Carrier Assistant (CCA) **[name]** is assigned to the **[Installation name]** Installation. This is documented with the PS Form 50 included in the case file.
2. The Memorandum of Understanding *Re: City Carrier Assignments-Temporary Assignments to Other Post Offices* (M-01827) allows for loaning of CCAs to other post offices within the district on an occasional basis.
3. CCA **[name]** was temporarily assigned to another post office, **[Installation name]** Installation on **[dates]**. None of these days were a Sunday. This is documented with the Employee Everything Reports included in the case file.
4. The Memorandum of Understanding *Re: City Carrier Assignments-Temporary Assignments to Other Post Offices* (M-01827) requires, in the event volunteers for a temporary assignment outside the installation are not available, CCAs in the delivery unit providing assistance will be loaned in reverse relative standing order whenever practicable.
5. No CCAs from the **[Installation name]** Installation volunteered to be temporarily assigned to another post office. This is documented with statements from CCAs included in this grievance.
6. CCA **[name]** does not have the lowest relative standing at the **[Installation name]** Installation. This is documented with the relative standing roster for the **[Installation name]** Installation included in the case file.
7. The Memorandum of Understanding *Re: City Carrier Assignments-Temporary Assignments to Other Post Offices* (M-01827) states CCAs who are required or volunteer to work outside their employing office receive payment for mileage for the difference between their residence and employing office provided the difference is greater.

8. CCA **[name]** was temporarily loaned to **[Installation name]** Installation which is further from his/her home than his/her employing office. This is documented with a copy of the employee's driver's license and a MapQuest inquiry included in the case file.

### **Contentions:**

1. Management violated Article 15 of the National Agreement and M-01517 by failing to comply with the Memorandum of Understanding *Re: City Carrier Assignments-Temporary Assignments to Other Post Offices* (M-01827) dated December 5, 2013 at the **[Installation name]** Installation when they temporarily assigned CCA **[name]** to another post office on **[dates]**. The union contends this is more than an occasional basis.
2. Management violated Article 15 of the National Agreement and M-01517 by failing to comply with the Memorandum of Understanding *Re: City Carrier Assignments-Temporary Assignments to Other Post Offices* (M-01827) dated December 5, 2013 at the **[Installation name]** Installation when they failed to temporarily loan the CCA with the lowest relative standing at the **[Installation name]** Installation and instead temporarily assigned CCA **[name]** to the **[Installation name]** Installation.
3. Management violated Article 15 of the National Agreement and M-01517 by failing to comply with the Memorandum of Understanding *Re: City Carrier Assignments-Temporary Assignments to Other Post Offices* (M-01827) dated December 5, 2013 at the **[Installation name]** Installation when they failed to pay CCA **[name]** mileage in accordance with Handbook F- 15, Section 7-1.1.1.2.d for time spent traveling to the **[Installation name]** Installation.

### **Remedy (Block #19 on PS Form 8190):**

1. That management cease and desist violating the Memorandum of Understanding *Re: City Carrier Assignments-Temporary Assignments to Other Post Offices* (M-01827) at the **[Installation name]** Installation.
2. That Letter Carrier(s) **[Name], [Name], and [Name]** be made whole for all lost wages and benefits and/or mileage due to management's violation of Article 15.
3. 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.
4. 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 violating M-01827 via Article 15 of the National Agreement.

### **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 Article 15. 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. Copies of Employee Everything Reports for CCA **[name]** for the following dates **[dates]**.
2. Copy of the 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,

\_\_\_\_\_  
Shop Steward  
NALC

Request received by: \_\_\_\_\_

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: \_\_\_\_\_