

Local Grievance # _____

Issue Statement: (Block 15 of PS Form 8190)

Did management at the **[Installation/Station]** violate Section 423 of Handbook F-21, *Time and Attendance*, via Article 19 of the National Agreement by failing to prepare PS Form(s) 1723, *Assignment Order*, when City Carrier Assistant(s) (CCA's) **[Name]** were temporarily assigned to a facility other than their official duty station on **[Date]**, and if so, what should the remedy be?

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

Facts:

1. CCA(s) **[Name]** official duty station is the **[Station/Installation]**. This fact is documented by the PS Form(s) 50, *Notice of Personnel Action*, included in the case file.
2. CCA(s) **[Name]** was temporarily assigned to an installation outside of their official duty station on **[Date]**. This is verified by the TACS Employee Everything Reports/statements/weekly schedule included in the case file.
3. Section 423.31 of the F-21 Handbook, *Time and Attendance*, states in part:

Assignment Order Directing Employee to Report for Duty on a Temporary Basis at a Different Installation

A properly completed Form 1723, Assignment Order, is to be prepared in duplicate by the supervisor whenever an employee is loaned to another installation.

4. Management did not properly complete Form(s) 1723 when CCA(s) **[Name]** was loaned to another installation on **[Date]**. This fact is evidenced by management's response to item number 4 in the union's Request for Information included in the case file.

Contentions:

1. Management violated Section 423 of the F-21 Handbook, *Time and Attendance*, via Article 19 of the National Agreement by failing to properly complete PS

Form(s) 1723 when CCA(s) **[Name]** were temporarily assigned to an installation other than their official duty station on **[Date]**.

2. Management's contractual violation(s) in this case has caused harm to Letter Carriers. A properly executed PS Form 1723 would show the loaned CCA(s) how long their assignment to another installation would last. This would help the aggrieved carriers to make arrangements for everyday situations such as child care, transportation of children to school, etc.

Remedy: (Block 19 of PS Form 8190)

1. That management cease and desist violating Section 423 of Handbook F-21, *Time and Attendance*, via Article 19 of the National Agreement.
2. That Letter Carrier(s) **[Name], [Name], and [Name]** each be paid a lump sum of \$50.00 to serve as an incentive for future compliance.
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 failing to properly complete PS Form(s) 1723 when CCAs are temporarily assigned to an installation other than their official duty station.

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 properly complete PS Form(s) 1723 when CCAs are temporarily assigned to an installation other than their official duty station.

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 the Article 19 of the National Agreement:

1. Copy of all PS Form(s) 50 *Notification of Personnel Action* for CCA(s) **[Name(s)]**.
2. Copy of the TACS Employee Everything report for CCA(s) **[Name(s)]** from **[Date]**.
3. Copy of the CCA schedule for the week of **[Date]**.
4. Copy of PS Form 1723 for CCA(s) **[Names]** from **[Date]**.

I am also requesting to interview the following CCA(s):

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: _____