

Local Grievance # _____

Issue Statement (Block 15 of PS Form 8190):

Did management at the **[Installation name]** Installation violate Article 26.3 of the National Agreement by not providing a uniform allowance to City Carrier Assistant(s) (CCA(s)) **[Name]** in a timely manner, and if so, what should the remedy be?

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

Facts:

1. CCA(s) **[Name(s)]** was hired on **[date]** at the **[Installation name]** Installation. This is documented with the PS Form(s) 50 *Notification of Personnel Action* included in the case file.
2. CCA(s) **[Name(s)]** satisfied the 90/120-day requirement and became eligible for a uniform allowance on **[date]**.
3. Article 26, Section 3 of the 2016-2019 National Agreement states:

Section 3. City Carrier Assistant

When the CCA has completed ninety (90) work days, or has been employed for 120 calendar days, whichever comes first, the CCA will be provided with an annual uniform allowance equal to the amount provided to career employees in Section 2.A. Time served as a Transitional Employee will count toward the 90/120 day requirement.

The uniform purchases are reimbursed by the Postal Service directly to the vendor.

4. CCA(s) **[Name(s)]** were not provided a uniform allowance in a timely manner. This fact is documented by the written statement(s) in the case file.
5. Article 26 of the JCAM explains how a uniform allowance is provided to a CCA:

Currently, when a CCA becomes eligible for a uniform allowance, funds must be approved through an eBuy submission by local management. After approval, a Letter of Authorization form must be completed by local management and provided to the employee within 14 days of the eligibility

date. The CCA takes the completed form to a USPS authorized vendor to purchase uniform items. The Letter of Authorization can be located on the Uniform Program website on the Blue Page under Labor Relations.

6. Additionally, CCA(s) **[Name(s)]** did not receive a completed Letter of Authorization from the Postal Service within 14 days of their eligibility for a uniform allowance. This is documented with statement(s) provided by CCA(s) **[Name(s)]**.

Contentions:

1. Management violated Article 26.3 of the National Agreement when they failed to provide CCA(s) **[Name(s)]** at the **[Installation name]** Installation with a uniform allowance in a timely manner.
2. CCA(s) **[Name(s)]** had satisfied the 90/120-day requirement for uniform allowance eligibility specified in Article 26.3 of the National Agreement and should have been provided a uniform allowance in a timely manner.

Remedy (Block 19 of PS Form 8190):

1. That management at the **[Installation name]** Installation cease and desist violating Article 26.3 of the National Agreement.
2. That CCA(s) **[Name], [Name], and [Name]** be provided a uniform allowance immediately upon the adjudication of this grievance.
3. That CCA(s) **[Name], [Name], and [Name]** each be paid a lump sum of \$50.00 to serve as an incentive for future compliance.
4. That all payments associated with this case be paid 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 should the remedy be?

Facts:

1. Article 15.3.A of the National Agreement reads 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 reads 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.

1. 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 provide CCA(s) with a uniform allowance in a timely manner at the **[Installation name]** Installation.

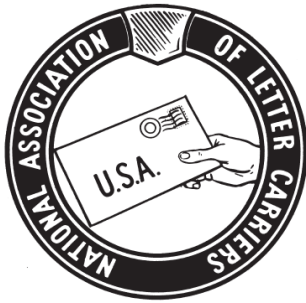
Contentions:

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 failing to provide CCA(s) with a uniform allowance in a timely manner 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 26 of the National Agreement:

1. Copy of all PS Form(s) 50 *Notification of Personnel Action* for CCA(s) **[Name]**, **[Name]**, and **[Name]**.

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: _____