

## Local Grievance # \_\_\_\_\_

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

Did management at the **[Installation/Station]** violate Article 8 of the National Agreement and Employee and Labor Relations Manual (ELM) Section 432.32 via Article 19 of the National Agreement by requiring City Carrier Assistant(s) (CCA's) **[Name(s)]** to work more than 11.5 hours in a service day on **[Date]**, and if so, what should the remedy be?

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

#### Facts:

1. On [Date] CCA Carrier(s) **[Names]** were required to work **[Number of hours on-the-clock]** (excluding mealtime). This/These facts are documented by the TACS clock rings included in the case file.
2. The following explanation is found in Article 8 of the JCAM:

**Maximum Hours—12 Hour Limit.** *The overtime limits in Article 8.5.G apply only to full-time regular and full-time flexible employees. However, Section 432.32 of the Employee and Labor Relations Manual (ELM) provides the following rule that applies to all employees:*

*Except as designated in labor agreements for bargaining unit employees or in emergency situations as determined by the PMG (or designee), employees may not be required to work more than 12 hours in 1 service day. In addition, the total hours of daily service, including scheduled work hours, overtime, **and mealtime**, may not be extended over a period longer than 12 consecutive hours. Postmasters, Postal Inspectors, and exempt employees are excluded from these provisions. (Emphasis added)*

#### Contentions:

1. Management violated the Article 8 of the National Agreement and ELM Section 432.32 via Article 19 of the National Agreement by requiring CCA(s) **[Name(s)]** to work **[Number of hours on-the-clock]** on **[Date]**.

2. Management's contractual violation(s) in this case has/have caused harm to the grievant(s). When Letter Carrier's rights are disregarded trust is eroded between employee and employer, resulting in an atmosphere of disrespect at the workplace.

**Remedy: (Block 19 of PS Form 8190)**

1. That management cease and desist violating Articles 8 and 19 of the National Agreement by requiring Letter Carriers to work more than 11.5 hours in a service day.
2. That Letter Carrier(s) **[Names]** each be compensated at an additional premium of 50% of the base hourly straight time rate for those hours worked beyond the 11.5 hour limitation as follows:

**[List names and amounts]**

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/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 Article 8 of the National Agreement and/or ELM Section 432.32 via Article 19 of the National Agreement in this manner.

### **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 Articles 8 and 19. 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 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 8 of the National Agreement:

1. Copy TACS Employee Everything reports 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,

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

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