

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

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

Did management violate Article 41, Section 2.B.5 of the National Agreement by not permitting Part-Time Flexible (PTF) **[name]** to work the scheduled hours of his/her opt/hold-down assignment on **[date]** in the **[Station/Post Office]**, and if so, what should the remedy be?

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

#### Facts:

1. PTF **[name]** placed a bid for an opt/hold-down on Route **[route #]** on **[date]**.
2. PTF **[name]** was awarded the opt/hold-down on Route **[route #]** and began holding down the route on **[date]**.
3. The duration of the opt/hold-down on Route **[route #]** had not ended.
4. The scheduled hours for Route **[route #]** are \_\_\_\_\_ to \_\_\_\_\_ with non-scheduled days of \_\_\_\_\_.
5. PTF **[name]** was not permitted to work the scheduled hours of his/her opt/hold-down on route **[route #]** on **[date]**.

#### Contentions:

1. Management violated Article 41, Section 2.B.5 of the National Agreement when it did not permit PTF **[name]** to work the scheduled hours of his/her opt/hold-down assignment on Route **[route #]** on **[date]**.
2. PTF **[name]** has the right under Article 41.2.B.5 to assume the scheduled hours and non-scheduled day of the opted assignment. The following explanation of this provision appears in Article 41 of the Joint Contract Administration Manual (JCAM) as follows:

*...Eligibility for opting. Full-time reserve letter carriers, full-time flexible schedule letter carriers, unassigned full-time carriers, part-time flexible carriers, and Part-Time Flexibles may all opt on hold-down assignments.*

*Although Article 12.3 of the National Agreement provides that “an employee may be designated a successful bidder no more than seven (7) times” during the contract period, a national settlement (H1N-1E-C 25953, May 21, 1984, M-0513) establishes that these restrictions do not apply to the process of opting for vacant assignments. Moreover, opting is not “restricted to employees with the same schedule as the vacant position” (H1N-1J-C 6766, April 17, 1985, M-0843). **Rather, an employee who opts for a hold-down assignment assumes the scheduled hours and non-scheduled day of the opted assignment.** (See schedule Status,” below.) [Emphasis added] (JCAM, Page 41-10)*

**Schedule Status and Opting.** *Employees on hold-downs are entitled to work the regularly scheduled days and the daily hours of duty of the assignment. (See H8N-1M-C 23521, June 2, 1982, M-00239.) (JCAM, Page 41-14)*

3. There is no claim that the duration of the opt/hold-down ended. Therefore, management’s failure to permit PTF **[name]** to work the regularly scheduled hours of the opt/hold-down assignment on Route # **[route #]** on **[date]** is a clear violation of Article 41.2 of the National Agreement and an appropriate remedy must be granted.

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

1. That PTF **[name]** work the regularly scheduled hours of his/her opt/hold-down assignment effective immediately.
2. That management cease and desist violating Article 41, Section 2 of the National Agreement at the **[Station/Post Office]**.
3. That PTF **[name]** be paid a lump sum equal to the difference between the number of hours he/she has actually worked on **[date]** and the number of hours he/she would have worked had the opt/hold-down schedule not been altered. This payment is to also include any out of schedule premium pay that results from the change in work schedules.
4. That PTF **[name]** be paid a lump sum of \$100.00 to serve as an incentive to ensure future compliance.
5. 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.

6. 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. Under the heading *Remedies and Opting*, Article 41 of the JCAM states in relevant part:

*In circumstances where the violation is egregious or deliberate or after local management has received previous instructional resolutions on the same issue and it appears that a "cease and desist" remedy is not sufficient to insure future contract compliance, the parties may wish to consider a further, appropriate compensatory remedy to the injured party to emphasize the commitment of the parties to contract compliance.*

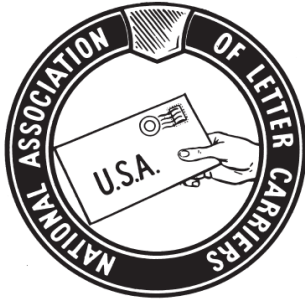
4. Included in the case file are **[Arbitration Awards/Step B decisions/local grievance settlements, etc.]** in which management was instructed/agreed to cease and desist violating Article 41 of the National Agreement by not allowing Letter Carriers to maintain the scheduled hours of the opt/hold-down.

## **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 41 by not allowing Letter Carriers to maintain the scheduled hours of the opt/hold-down. 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 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 41:

1. A copy of the Letter Carrier work schedule for the week(s) of **[date(s)]**.
2. A copy of the TAC Employee Everything Reports for Letter Carrier **[name]** (grievant) for the period **[date to date]**.
3. A copy of the TAC Employee Everything Reports for Letter Carrier **[name]** (person who was off work) for the period **[date to date]**.
4. A copy of the award sheet for all hold down(s)/opt(s) for the week(s) of **[date to date]**.
5. A copy of the request to opt/hold-down route **[route#]** submitted by Letter Carrier **[name]**.
6. A copy of the Letter Carrier seniority list for the **[Station/Post Office]**.

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,

Request received by:

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

\_\_\_\_\_  
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: \_\_\_\_\_