

Local Grievance # _____

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

Did Management at the [Installation name] Installation violate Article 7.1.C.4 of the National Agreement by failing to utilize Part-Time Flexible (PTF) Letter Carrier [Name] at the straight-time rate prior to assigning such work to City Carrier Assistant(s) (CCA's), and if so, what should the remedy be?

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

Facts:

1. PTF Letter Carrier [Name] worked a total of [# of hours] hours during the service week of [Date] to [Date]. This fact is documented by the TACS Employee Everything Reports in the case file.
2. On [Date], PTF [Name] worked [# of hours] hours while CCA [Name] worked [# of hours] hours.
3. On [Date], PTF [Name] worked [# of hours] hours while CCA [Name] worked [# of hours] hours.
4. On [Date], PTF [Name] worked [# of hours] hours while CCA [Name] worked [# of hours] hours.
5. Article 7.1.C.4 of the National Agreement states:

Over the course of a service week, the Employer will make every effort to ensure that qualified and available part-time flexible employees are utilized at the straight-time rate prior to assigning such work to CCAs working in the same work location and on the same tour, provided that the reporting guarantee for CCA employees is met...

Contentions:

1. Management violated Article 7.1.C.4 of the National Agreement by utilizing CCA's before PTF Letter Carrier [Name] worked 40 hours at the straight time rate of pay during the service week of [Date] to [Date].

2. PTF Letter Carrier **[Name]** was qualified and available to perform the work in question.

Remedy (Block #19 on PS Form 8190):

1. That management cease and desist violating Article 7, Section 1.C.4 of the National Agreement in the future.
2. That PTF Letter Carrier **[Name]** be paid a lump sum equal to **[# of hours/minutes]** at the straight-time rate.
3. That all payments associated with this case be made as soon as administratively possible, but no later than 30 days from the date the successful bidder assumes the route associated with this case.
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.

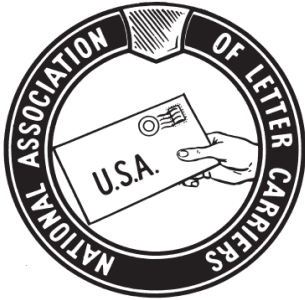
3. Included in the case file are **[Arbitration Awards/Step B decisions/local grievance settlements, etc.]** in which management was instructed/agreed to cease and desist violating Article 7, Section 1.C.4 of the National Agreement.

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 7, Section 1.C.4 of the National Agreement. 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 7:

1. TACS Employee Everything Reports for PTF Letter Carrier(s) **[Name(s)]** from **[Date]** to **[Date]**.
2. TACS Employee Everything Reports for CCA Letter Carrier(s) **[Name(s)]** from **[Date]** to **[Date]**.

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: _____