

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

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

Did management violate Section 271.g of the M-39 Handbook via Article 19 and Article 41, Section 3.S of the National Agreement by failing to complete a special route inspection for Route **[route #]** within 28 days of the date of the request for a special route inspection, and if so, what should the remedy be?

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

#### Facts:

1. Letter Carrier **[name]** requested a special route inspection for Route **[route #]** on **[date]**.
2. Letter Carrier **[name]** is the regular carrier for Route **[route #]**.
3. Article 41.3.S of the National Agreement requires that city letter carrier routes be inspected and adjusted in accordance with Chapter 2 of the M-39 Handbook. Section 271.g of the M-39 Handbook provides the following criteria for requesting a special route inspection:
  - g. If over any 6 consecutive week period (where work performance is otherwise satisfactory) a route shows over 30 minutes of overtime or auxiliary assistance on each of 3 days or more in each week during this period, the regular carrier assigned to such route shall, upon request, receive a special mail count and inspection to be completed within 4 weeks of the request. The month of December must be excluded from consideration when determining a 6 consecutive week period. However, if a period of overtime and/or auxiliary assistance begins in November and continues into January, then January is considered as a consecutive period even though December is omitted. A new 6 consecutive week period is not begun.*
4. The Workhour/Workload Report (by Route) for Route **[route #]** for the six (6) week period from **[date]** to **[date]** shows the route used at least 31 minutes of overtime/auxiliary assistance three days or more each week during this period.
5. Route **[route #]** has not received a count and inspection as of **[date]**.

## **Contentions:**

1. Management violated Section 271.g of the M-39 Handbook via Article 19 and Article 41, Section 3.S of the National Agreement by failing to complete a special route inspection for Route **[route #]** within 28 days of the date of the request for a special route inspection.
2. Management ignored its responsibility to complete the special route inspection within four weeks (28 days) of the request.

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

1. That management cease and desist violating Section 271.g of the M-39 Handbook and Articles 19 and 41.3.S. of the National Agreement.
2. That the requested special route count and inspection be conducted without further delay on Route **[route #]**.
3. That Letter Carrier **[name]** be paid \$25.00 per calendar day from the 28<sup>th</sup> day following the request **[date]** until the special route inspection is completed as an incentive to ensure future compliance.
4. 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.
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 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 41.3.S and M-39, Section 271.g via Article 19 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 41.3.S and M-39, Section 271.g via Article 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 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 M-39 and M-41 Handbooks via Article 19:

1. Copies of the Workhour/Workload Report (By Route) for route **[route number]** for the period of **[date]** - **[date]**.
2. TACS Employee Everything Reports for Letter Carrier **[name]** for the period of **[date]** - **[date]**.

I am also requesting time to interview the following individuals:

1. **[Name]**
2. **[Name]**
3. **[Name]**

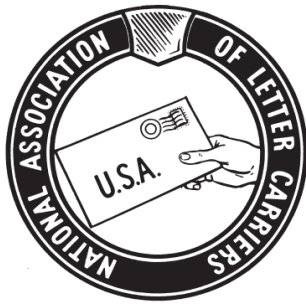
Your cooperation in this matter will be greatly appreciated. If you have any questions concerning this request, or if I may be of assistance to you in some other way, please feel free to contact me.

Sincerely,

\_\_\_\_\_  
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,

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

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

**SPECIAL ROUTE INSPECTION REQUEST**

**DATE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**ROUTE #:** \_\_\_\_\_

**This is a formal request for a special mail count and inspection of my route, pursuant to Section 271.g of the M-39 Handbook.**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**RECEIVED BY SUPERVISOR (SIGNATURE)**

\_\_\_\_\_  
**DATE**