

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

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

Did management at the **[Station/Post Office]** violate the Step 4 settlements for case numbers H1N-1J-C 40875 (M-00544) and H90N-4H-C 95018608 (M-01302) via Article 15 of the National Agreement by requiring Letter Carrier(s) **[Name(s)]** to sign a locally developed form, and if so, what should the remedy be?

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

#### Facts:

1. On **[Date]**, Management required Letter Carrier(s) **[Name(s)]** to sign **[describe locally developed form]**. This is documented by the **[signed forms and carrier statements]** included in the case file.

2. The Step 4 settlement for case number H1N-1J-C 40875 (M-00544) states in relevant part:

*Management may document the fact that specific provisions of handbooks and manuals were reviewed by the carriers and that information regarding vehicle operations was given to the carriers. However, inasmuch as there is no national requirement for carriers to acknowledge that the subject information was received, carriers should not be required to sign a local form.*

3. The Step 4 settlement for case number H90N-4H-C 95018608 (M-01302) states in relevant part:

*The issue in this grievance is whether management violated the National Agreement when a local policy was issued and carriers were required to sign off that they were present when the information was read to them. After reviewing this matter, the parties mutually agreed to the following:*

*There is no requirement that a carrier sign that the subject information was received.*

4. The locally developed form that is the subject of this grievance is not listed in Postal Service *Publication 223* nor does it have a recognized form number;

therefore, it is not a form authorized for use by Article 19 of the National Agreement.

5. The Step 4 settlement for case number G94N-4G-C 98024445 (M-01391) states in relevant part:

*The parties agreed there is no dispute between the parties that Step 4 grievance settlements are precedential and binding, unless otherwise agreed between the national parties.*

### **Contentions:**

1. Management violated the Step 4 settlements for case numbers H1N-1J-C 40875 (M-00544) and H90N-4H-C 95018608 (M-01302) via Article 15 of the National Agreement by requiring Letter Carriers to sign a locally developed form.
2. The Union contends that the locally developed form at issue in this grievance has not been approved in accordance with Chapter 3 of the Administrative Support Manual (ASM).
3. The Union further contends that this issue has previously been resolved by the National Parties via precedent setting and binding Step 4 settlements.

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

1. That management cease and desist violating Step 4 settlements H1N-1J-C 40875 (M-00544) and H90N-4H-C 95018608 (M-01302) via Article 15 of the National Agreement.
2. That Letter Carriers(s) **[Name], [Name], and [Name]** each be paid a lump sum of \$100.00 to serve as an incentive for future compliance.
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, Section 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, Section 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 15 of the National Agreement.

**Contentions:**

1. Management violated Article 15, Section 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 15. 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 15:

1. A copy of any and all **[describe locally developed form]** that Letter Carriers were required to sign.
2. Any documentation showing **[describe locally developed form]** is included in Publication 223.

In addition, 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.

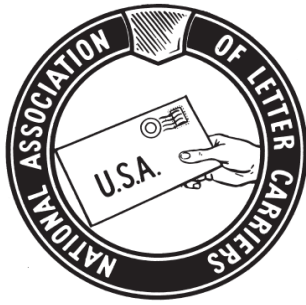
Sincerely,

\_\_\_\_\_ 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,

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

Shop Steward

NALC

Date: \_\_\_\_\_