

Local Grievance # _____

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

Did Management at the [Installation name] Installation violate Article 25, Section 4 of the National Agreement by failing to assign the senior qualified, eligible and available volunteer in the immediate work area to a temporarily vacant Carrier Technician position, and if so, what should the remedy be?

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

Facts:

1. The Carrier Technician position comprised of routes [Route #'s] became temporarily vacant on [Date]. It has remained temporarily vacant until at least [Date]. These facts are documented by the [ETC Everything Reports/Carrier schedules/leave calendar/PS Form 1723, etc.] in the case file.

2. Article 25, Section 4 of the National Agreement states in relevant part:

However, for details of an anticipated duration of one week (five working days within seven calendar days) or longer to those higher level craft positions enumerated in the craft Article of this Agreement as being permanently filled on the basis of promotion of the senior qualified employee, the senior, qualified, eligible, available employee in the immediate work area in which the temporarily vacant higher level position exists shall be selected.

3. Article 25 of the JCAM explains:

For a vacancy of five working days or more, the "senior qualified, eligible and available" volunteer in the immediate work area must be selected. All qualified letter carriers, including part-time flexibles and full-time regular letter carriers with bid positions are eligible to apply for higher level assignments under the provisions of this section.

4. Article 25 of the JCAM addresses vacant Carrier Technician assignments:

Rather, temporarily vacant Carrier Technician positions must be filled in accordance with this section (Step 4, H8N-3P-C 25550, May 6, 1981, M-00276). National Arbitrator Snow held in H7N-5R-C 316, September 10, 1990 (C-10254), that management may not assign different employees on an "as needed" basis to carry a route on a Carrier Technician string when

a vacancy of five or more days is involved; instead such vacancies must be filled according to Article 25. Note that most settlements and memorandums that referred to "T-6" positions also to apply to "Carrier Technician" positions.

5. **[PTF/FTR]** Letter Carrier **[Name]** was the senior qualified, eligible and available Letter Carrier in the work area who volunteered for this assignment. This is documented by the **[Written request/Carrier statement]** and seniority list included in the case file.
6. The temporarily vacant Carrier Technician position associated with this grievance was/has not been filled by the senior qualified, eligible and available volunteer in the immediate work area.

Contentions:

1. Management violated Article 25, Section 4 of the National Agreement by failing to assign **[PTF/FTR]** Letter Carrier **[Name]** to the temporarily vacant Carrier Technician assignment associated with this grievance.
2. Management cannot successfully claim that **[PTF/FTR]** Letter Carrier **[Name]** was not the "senior qualified, eligible and available volunteer in the immediate work area." The Union contends that Article 25, Section 4, the JCAM, and arbitral precedent is clear: **[PTF/FTR]** Letter Carrier **[Name]** should have been assigned to the higher-level position and paid at the appropriate rate.
3. Article 25 of the JCAM explains how **[PTF/FTR]** Letter Carrier **[Name]** should have been paid:

Employees who are detailed to Carrier Technician positions under the provisions of Article 25.4 are entitled to higher level pay, for all work performed for the duration of the detail, as if promoted to the position.

Remedy (Block #19 on PS Form 8190):

1. That management cease and desist violating Article 25 of the National Agreement.
2. If the assignment is still vacant, management immediately assign Letter Carrier **[Name]** to the vacant Carrier Technician position associated with this grievance.
3. That Letter Carrier **[Name]** be paid at the Carrier Technician pay rate for all work that was and/or should have been performed if not for management's violation of Article 25, Section 4.

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, 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 25 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 25 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 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 seniority list for **[Station/Post Office]**.
2. A copy of the carrier schedule from **[Date]** to **[Date]**.
3. A copy of the ETC Everything Reports for Carrier Technician _____ for the period **[Date]** to **[Date]**.
4. A copy of **[Any document(s) that will prove the T-6 is vacant such as leave calendar, PS Form 1723, etc.]**

In addition, I am also requesting 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,

Shop Steward
NALC

Request received by: _____
Date: _____