

Local Grievance # _____

Issue Statement (Block 15 of PS Form 8190):

Did Management violate Article 41 of the National Agreement and Item(s) [#] of the [Installation] Local Memorandum of Understanding (LMOU) via Article 30 of the National Agreement by failing to post route [route #] for bid in a timely manner, and if so, what should the remedy be?

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

Facts:

1. Route [route #], a full-time duty assignment, was [vacated/established] on [date]. This point is supported by the statement(s)/documentation included in the case file.
2. Route [route #] has not been posted for bid. This point is supported by the statement(s)/documentation included in the case file.
3. Route [route #] should have been posted for bid by [date]. Therefore, route [route #] should have been awarded to the successful bidder by [date].

4. Article 41, Section 1.A.1 of the National Agreement states in part:

A vacant or newly established duty assignment not under consideration for reversion shall be posted within fourteen calendar days from the day it becomes vacant or is established, unless a longer period of time is negotiated locally.

5. Article 41 of the JCAM explains:

Posting for Bid. Article 41.1.A.1 provides for the posting of a vacant duty assignment for bid within 14 days after it becomes vacant, or in the case of a newly established assignment, within 14 days of its creation (unless a longer term is locally negotiated).

6. The [Installation] LMOU states:

[Insert LMOU posting language here]

Contentions:

1. Management violated Article 41 of the National Agreement and Item(s) **[#]** of the **[Station/Post Office]** Local Memorandum of Understanding (LMOU) when they failed to post route **[route#]** in a timely manner.
2. Management's failure in this regard has caused significant harm to the Letter Carriers in the **[Installation]**. Letter Carriers have the right to exercise their seniority to bid on the assignment of their choice. In this case, they have been deprived of that right.
3. Moreover, because this is a vacant full-time assignment, Letter Carriers have been harmed by long hours, disapproved leave, and mandatory overtime.

Remedy (Block 19 of PS Form 8190):

1. That route **[route #]** be posted for bid immediately.
2. That management cease and desist violating Article 41 of the National Agreement and the **[Station/Post Office]** LMOU.
3. That the successful bidder be paid out of schedule pay for all hours worked outside of the schedule he/she would have worked had route **[route #]** been posted in accordance with the **[Station/Post Office]** LMOU and Article 41 of the National Agreement as follows: **[Insert totals here]**
4. That the successful bidder be paid a lump sum of \$100.00 to serve as an incentive for future compliance.
5. That any residual vacancy which becomes available after **[route #]** is posted for bid, the resulting full-time regular opportunity be filled in accordance with the MOU *Re: Full-time Regular Opportunities – City Letter Carrier Craft*.
6. 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.
7. 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 41 of the National Agreement and Item(s) **[#]** of the **[Installation]** Local Memorandum of Understanding (LMOU) via Article 30 of the National Agreement by failing to post routes for bid in a timely manner.

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 41 of the National Agreement and Item(s) **[#]** of the **[Installation]** Local Memorandum of Understanding (LMOU) via Article 30 of the

National Agreement by failing to post routes for bid in a timely manner. 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 Articles 30 and 41:

1. A copy of Letter Carrier **[name]**'s exit PS Form 50.
2. A copy of Letter Carrier **[name]**'s TACS Employee Everything Reports for the time period of **[date]** to **[date]**.
3. A copy of the weekly work schedules for the period **[date]** to **[date]**.
4. A copy of the relative standing list.

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: _____