

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

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

Did Management at the [Installation name] Installation violate Article 41, Section 1.A.2 of the National Agreement by failing to declare vacant and post for bid Route [Route #], and if so, what should the remedy be?

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

#### Facts:

1. Letter Carrier [Name], whose duty assignment is Route [Route #], was detailed to a 204b position on [Date]. This fact is documented by the PS Form 1723 in the case file.
2. Article 41, Section 1.A.2 of the National Agreement states in relevant part:

*The duty assignment of a full-time carrier detailed to a supervisory position, including a supervisory training program in excess of four months shall be declared vacant and shall be posted for bid in accordance with this Article. Upon return to the craft the carrier will become an unassigned regular. A letter carrier temporarily detailed to a supervisory position will not be returned to the craft solely to circumvent the provisions of Section 1.A.2.*

*Form 1723, Assignment Order, shall be used in detailing letter carriers to temporary supervisor positions (204b). The Employer will provide the Union at the local level with a copy of Form(s) 1723 showing the beginning and ending of all such details.*

3. Article 41 of the JCAM explains:

*The PS Form 1723, which shows the times and dates of the 204b detail, is the controlling document for determining whether an employee is in a 204b status.*

4. Letter Carrier [Name] was in a 204b status for more than four months. This fact is documented by the [TACS Employee Everything reports/PS Form(s) 1723] in the case file.
5. Letter Carrier [Name] was returned from 204b status to his/her craft duty assignment from [Date] to [Date] for a total of [Number of days] days. This is

documented by the **TACS Employee Everything reports/PS Form(s) 1723** in the case file.

6. Route **[Route #]** was not posted for bid in accordance with **[Article 41/LMOU]**.

### **Contentions:**

1. Management violated Article 41, Section 1.A.2 by failing to post Route **[Route #]** in accordance with **[Article 41/LMOU]**.
2. The Union contends Route **[Route #]** should have been declared vacant one day after Letter Carrier **[Name]** was in a 204b status for four months. This should have occurred on **[Date]**.
3. Once declared vacant, the Union contends Route **[Route #]** should have been posted for bid no later than **[Date]** in accordance with **[Article 41/LMOU]**. **[Article 41/LMOU]** reads as follows:

**[Insert applicable Article 41/LMOU posting language here]**

4. The Union contends 204b Letter Carrier **[Name]** was returned to his/her craft duty assignment for **[# of days]** to circumvent the intent of Article 41, Section 1.A.2 of the National Agreement. Step 4 decision in case number NC-W-8287 dated October 27, 1977 (M-00011) reads in part:

*Management will not return a carrier to his bid position for short periods of time merely to circumvent the intent of Article 41.1.A.2 of the National Agreement.*

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

1. That management cease and desist violating Article 41 of the National Agreement.
2. That Route **[Route #]** be immediately declared vacant and posted for bid.
3. That the successful bidder or promoted CCA/PTF on Route **[Route #]** be awarded a lump sum of \$100.00 to serve as an incentive for 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 the successful bidder assumes the route associated with this case.
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 41, Section 1.A.2 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 41, Section 1.A.2 of the National Agreement.
3. Management's actions are continuous, egregious and deliberate. The Union has included past decisions/settlements in the case file to support this point.

**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 41:

1. Any and all PS Form(s) 1723 for Letter Carrier **[Name]**.
2. TACS Employee Everything reports from **[Date]** to **[Date]** for Letter Carrier **[Name]**.
3. A copy of the bid posting for Route **[Route #]**.

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: \_\_\_\_\_ 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: \_\_\_\_\_