

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

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

Did management violate Article 41, Section 3.K and Section 432.7 of the ELM via Article 19 of the National Agreement at the **[Station/Post Office]** by requiring/permitting Letter Carrier(s) **[name(s)]** to work off the clock? If so, what should the remedy be?

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

#### Facts:

1. Letter Carrier(s) **[name(s)]** worked at the **[Station/Post Office]** on **[date(s)]**. This fact is documented in the case file with his/her employee everything report(s) for the day(s) in question.
2. On **[date]** Letter Carrier **[name]** worked off the clock for **[hrs/mins]**.  
On **[date]** Letter Carrier **[name]** worked off the clock for **[hrs/mins]**.  
On **[date]** Letter Carrier **[name]** worked off the clock for **[hrs/mins]**.

This fact is documented in the case file with statement(s)/interview(s).

3. Letter Carrier **[Name(s)]** performed the following duties while not “on the clock” on **[date(s)]**. This fact is also documented in the case file with witness statement(s)/interview(s).
4. Article 41, Section 3.K of the National Agreement provides:  

*K. Supervisors shall not require, nor permit, employees to work off the clock.*
5. Article 41 of the JCAM explains:

**Rest Breaks.** National Arbitrator Britton ruled that the Postal Service must ensure that all employees stop working during an office break. Contractual breaks must be observed and cannot be waived by employees (H4N-3D-C9419, December 22, 1988, C-08555)

6. The Employee and Labor Relations Manual (ELM) Section 432.712 provides:

***Allowed Time***

*Supervisors must credit employees with all-time designated as work time under the Fair Labor Standards Act. Examples of time that must be credited as work time if the supervisor knows or has reason to believe the activities are being performed during the time, include:*

- a. Time spent by employees in performing duties that are part of, or related to, the employees' principal work activity, such as pulling mail from a distribution case, collecting tools or supplies, and adjusting rest bars.*
- b. Time spent continuing to work after a tour ends in order to correct an error, to prepare records, or to finish up a task.*
- c. Time spent working during meal periods.*
- d. Time spent distributing work to work stations.*

**Contentions:**

- 1. Management violated Article 41, Section 3.K of the National Agreement at the **[Station/Post Office]** by requiring/permitting Letter Carrier(s) **[names(s)]** to work of the clock.
- 2. Article 41, Section 3.K prohibits management from requiring or permitting letter carriers to work off the clock.

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

- 1. That management cease and desist requiring or permitting letter carriers from working off the clock in violation of Article 41 of the National Agreement.
- 2. That management pay Letter Carrier(s) **[Name], [Name], and [Name]** \_\_\_\_\_ hours/minutes at the appropriate rate of pay or a lump sum payment of \_\_\_\_\_ for all time spent performing letter carrier duties off the clock.
- 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 41 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. 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 Article 41.

1. TACS Employee Everything Reports for Letter Carrier **[Name]** from **[Date]**.
2. TACS Employee Everything Reports for Letter Carrier **[Name]** from **[Date]**.
3. TACS Employee Everything Reports for Letter Carrier **[Name]** from **[Date]**.

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,

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

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

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: \_\_\_\_\_