

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

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

Did the Employer at the [Station/Post Office] violate Articles 3, and 8 of the National Agreement when CCA/PTF [Name(s)] was not notified of their nonscheduled day by the Wednesday proceeding the service week, and if so, what is the remedy?

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

**Facts:**

1. CCA/PTF [Name(s)] was scheduled to work 7 days in a service week during the week of [Date Range]. This is verified by the schedule in the file.
2. The schedule included in the file was posted on [Date], as shown by the [Round Stamp/Statements/Interviews] in the file.
3. Article 8.3 of the National Agreement states in relevant parts:

*All PTFs will be guaranteed of one (1) nonscheduled day each service week, except during the penalty overtime exclusion period. Management will notify PTF employees of their assigned nonscheduled day by the Wednesday preceding the service week.*

...

*All CCAs will be guaranteed a minimum of one (1) nonscheduled day each service week, except during the penalty overtime exclusion period. Management will notify CCAs of their assigned nonscheduled day by the Wednesday preceding the service week.*

4. The Union was notified the Penalty Overtime Exclusionary Period is [Date Range], as shown by the memorandum in the file (or has yet to be declared, if early in the year).
5. Article 3 of the National Agreement states in relevant part:

*The Employer shall have the exclusive right, subject to the provisions of this Agreement...*

6. Page 3-1 of the 2022 JCAM explains in relevant part:

*While postal management has the right to manage the Postal Service, it must act in accordance with applicable laws, regulations, contract provisions, arbitration awards, letters of agreement, and memoranda. Consequently, many of the management rights enumerated in Article 3 are limited by negotiated contract provisions.*

7. The M-39, **Administration of City Delivery Service** states in relevant parts:

**122 Scheduling Carriers**

**122.1 Establishing Schedules**

**122.11 Consider the following factors in establishing schedules:**

...

- g. Schedule carriers' nonwork days in accordance with the National Agreement.*

## **Contentions:**

1. Management violated Articles 3, and 8 of the National Agreement when they failed to notify CCA/PTF **[Name(s)]** of their scheduled day off by the Wednesday preceding the service week.
2. The service week of [Date Range] is not within the Penalty Overtime Exclusionary Period.
3. The Union contends [Sick calls, understaffing, heavy mail volume, etc.] do not meet the definition of an "emergency" as defined in Article 3.F of the National Agreement. As such, management violated Article 3 by not managing within the limitations of the negotiated contract provisions of Article 8.
4. The Union contends the M-39 is the Employer's Handbook that governs how management is to manage Letter Carriers. It has specific instructions, decided at the highest levels of the USPS, to avoid grievances and manage in the most efficient possible matter. By choosing not to manage in accordance to their own handbooks, management at **[Station/Post Office]** not only violated the National Agreement, but they also violated the instructions of their superiors.
5. Management's failure to notify CCA/PTF **[Name(s)]** of their scheduled day off by the Wednesday preceding the service week causes significant harm to the Letter Carrier(s)

who should have received advanced notification of their day off. This prevents any chance of those carriers having a personal life outside of work (as shown by the **[statement(s)/interview(s)]** in the file), resulting in lowered morale and productivity at work. In addition, the added stress results in lowered retention, which could result in the Employer being forced to hire and train new carriers, and other carriers having to work additional and unnecessary overtime.

6. An appropriate remedy for this violation should include instructional language, as to ensure that management does not create this violation again. In addition, an appropriate compensatory monetary remedy to the affected Letter Carrier(s) for the failure of managements obligations under the National Agreement is also appropriate. The monetary remedy acts as a coercive fashion to ensure that management will be reminded that the stress they inflicted on the grievant(s) has very real costs for the Postal Service. The Union selected **[Date]** as the basis for this monetary remedy, as it was the date, based on the TACS Employee Everything Report (Clock Rings) in the file where the carrier could have easily been given the day off.

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

1. The Employer violated Articles 3, and 8 of the National Agreement when management at the **[Station/Post Office]** failed to notify CCAs/PTFs of their nonscheduled day by the Wednesday proceeding the service week. Management must cease and desist this behavior.
2. Letter Carrier(s) **[Name], [Name], and [Name]** will each be paid at 50% of the straight time rate for work that was done on what could have been a scheduled day off.

#### **[List names and amounts]**

Note regarding Item 2 of the Remedy: Choose a date when the CCA(s)/PTF(s) could reasonably have been given the day off. Generally speaking, this would be the date when they worked the least.

3. Within fourteen (14) days of this settlement, Management shall process the required payments and provide Steward **[Name]** with proof of submission of the payments on the day it is done.
4. Or whatever other remedies the Step B Team and/or Arbitrator deem appropriate.