

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

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

Did Management violate Appendix B of the National Agreement at the [Installation name] Installation by failing to reappoint City Carrier Assistant [name], and if so, what should the remedy be?

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

#### Facts:

1. The grievant in this case is the Union.
2. City Carrier Assistant (CCA) [name] was hired for a term of 360 days at the [Installation name] Installation. This is documented with the PS Form(s) 50 *Notification of Personnel Action* included in the case file.
3. CCA [name] was on a break in service of (5) five calendar days between appointments beginning on [date] in accordance with APPENDIX B, I. NON-CAREER COMPLEMENT, Section 1. GENERAL PRINCIPLES, paragraph b.
4. CCA [name] does not have the lowest relative standing at the [Installation name] Installation. This is documented with the PS Form(s) 50 *Notification of Personnel Action* and relative standing list for the [Installation name] Installation included in the case file.
5. CCA [name] received a notice of separation letter on [date] informing him/her their services were no longer required. This is documented with a copy of the separation notice included in the case file.
6. Section 1.i of Appendix B states:
  - i. CCA employees are separated for 5 days between appointments. When operational circumstances indicate that reappointment for a CCA(s) is not needed and the installation employs a CCA(s) with lower relative standing, the CCA(s) will be reappointed and the CCA(s) with the lower standing in the installation will be separated instead. Such separation of a CCA(s) with the lowest relative standing is not grievable except where the separation is pretextual. These CCAs separated for lack of work during or upon completion of their term of appointment will be given preference for reappointment ahead of other CCAs with less relative standing in the installation provided the need for hiring arises within 18 months of separation. (Emphasis added)

## Contentions:

1. The Grievant has been harmed by management's failure to comply with Appendix B of the National Agreement, and as a result, CCA **[name]** has lost his/her employment.
2. Management at the **[Installation name]** Installation violated the National Agreement, APPENDIX B, I. NON-CAREER COMPLEMENT, Section 1, GENERAL PRINCIPLES, paragraph i. when, upon their determination that operational circumstances indicated that reappointment of a CCA was not needed, they separated CCA **[name]**. Management violated the National Agreement when they did not separate the CCA with the lowest relative standing at the **[Installation name]** Installation.
3. CCA **[name]** should have begun a new 360-day term on **[date the term should have begun following the five (5) calendar day break]**. This improper separation has caused significant harm to CCA **[name]** in the form of lost wages, benefits and other losses.

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

1. That management immediately cease and desist violating Appendix B of the National Agreement.
2. That management immediately reappoint City Carrier Assistant (CCA) **[name]** retroactive to **[date the term should have begun following the five (5) calendar day break]**.
3. That management immediately adjust City Carrier Assistant (CCA) **[name]** relative standing to his/her original relative standing date of **[date and rank]**.
4. That CCA Carrier **[Name]** be made whole for all lost wages and benefits that occurred as a result of management's actions.
5. 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.
6. 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.*

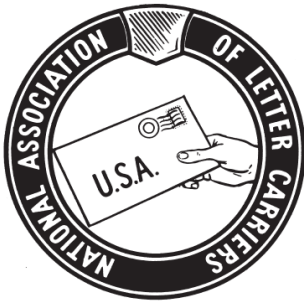
3. Included in the case file are **[Arbitration Awards/Step B decisions/local grievance settlements, etc.]** in which management was instructed/agreed to cease and desist violating Appendix B of the National Agreement.

### **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 Appendix B. 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 Article 17 and 31 of the National Agreement, I am requesting the following information to investigate a grievance concerning a violation of Appendix B:

1. Copies of all PS Form(s) 50 *Notification of Personnel Action* for the following city carrier assistant(s) **[name(s)]**.
2. Copy of the notice of separation letter for city carrier assistant **[name]**.
3. A copy of the current relative standing for all city carrier assistants at the **[Installation name]** Installation.

I'm also requesting time to interview the following individuals:

1. **[Name]**
2. **[Name]**
3. **[Name]**

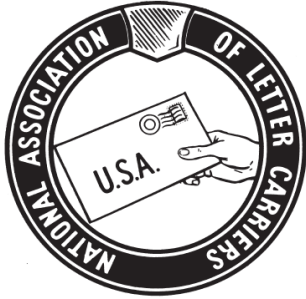
Your cooperation in this matter will be greatly appreciated. If you have any questions concerning this request, or if I may be of assistance to you in some other way, please feel free to contact me.

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,

\_\_\_\_\_ Request received by: \_\_\_\_\_  
Shop Steward  
NALC  
Date: \_\_\_\_\_