

Local Grievance # _____

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

Did Management at the [Station/Post Office] violate Article 7, Sections 2.B and 2.C and the Step 4 settlement M-01276 via Article 15 of the National Agreement by assigning rural craft work to City Carrier Assistant(s) (CCAs) [Name(s)] on [Date(s)], and if so, what should the remedy be?

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

Facts:

1. CCA(s) Letter Carrier(s) [Name(s)] performed rural craft work as follows:

[List names, dates, times and specific rural work performed]

These facts are documented by [Schedules/time records/carrier statements, etc.] in the case file.

2. Article 7, Sections 2.B and 2.C of the National Agreement state:

B. In the event of insufficient work on any particular day or days in a full-time or part-time employee's own scheduled assignment, management may assign the employee to any available work in the same wage level for which the employee is qualified, consistent with the employee's knowledge and experience, in order to maintain the number of work hours of the employee's basic work schedule.

C. During exceptionally heavy workload periods for one occupational group, employees in an occupational group experiencing a light workload period may be assigned to work in the same wage level, commensurate with their capabilities, to the heavy workload area for such time as management determines necessary.

3. While the provisions of Article 7 allows management to make cross-craft assignments in limited circumstances, the assignment of city letter carriers, including CCA letter carriers, to rural letter carrier craft may only be made in an emergency situation. The JCAM provides the following explanation of this prohibition:

Rural Carriers Excluded. Paragraph A of this Memorandum of Understanding (National Agreement page 145) provides that the crossing

craft provisions of Article 7.2 (among other provisions) apply only to the crafts covered by the 1978 National Agreement—i.e., letter carrier, clerk, motor vehicle, maintenance, and mail handler. So cross craft assignments may be made between the carrier craft and these other crafts, in either direction, in accordance with Article 7.2. However, rural letter carriers are not included. So cross craft assignments to and from the rural carrier craft may not be made under Article 7.2. They may be made only in emergency situations as explained below.

4. Step 4 settlement M-01276 reads in relevant part:

After reviewing this matter, we mutually agreed that:

- 1) *City letter carriers may be assigned to perform duties in the rural carrier craft in emergency situations, as specified in Article 3.F. of the National Agreement;*

5. Article 3, Section F of the National Agreement states:

F. To take whatever actions may be necessary to carry out its mission in emergency situations, i.e., an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

6. The Union has made a prima facie case that there was no emergency situation on **[Date]**. Management has not proven that unforeseen circumstances or a situation that was not expected to be of a recurring nature was present on this day.

Contentions:

1. Management violated Article 7, Sections 2.B and 2.C and the Step 4 settlement M-01276 via Article 15 of the National Agreement when they assigned rural craft work to CCA Letter Carrier(s) **[Name(s)]** on **[Date(s)]**.
2. The circumstances on **[Dates(s)]** did not rise to the level of an emergency situation as defined in Article 3, Section F of the National Agreement. In order for a true emergency situation to exist, all three of the following criteria must be met simultaneously:
 - It must be "unforeseen."
 - It must "call for immediate action,"
 - It is not be "expected to be of a recurring nature."
3. Moreover, the Union contends **[Sick calls, understaffing, heavy mail volume, etc.]** do not meet the definition of an "emergency" as defined in Article 3, Section F of the National Agreement.

Remedy (Block #19 on PS Form 8190):

1. That management cease and desist violating Article 7, Sections 2.B and 2.C and the Step 4 settlement M-01276 via Article 15 of the National Agreement.
2. That CCA Letter Carrier(s) **[Name], [Name], and [Name]** each be paid out of schedule premium for the time they performed rural craft work as follows:

[List names and amounts]

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 National Settlement M-01276 via Article 15 of the National Agreement by assigning CCAs to perform work in the Rural carrier Craft..

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 7, Sections 2.B and 2.C and the Step 4 settlement M-01276 via Article 15 of the National Agreement by assigning CCAs to perform work in the rural carrier Craft.

3. 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 15:

1. Copy of the TACS Employee Everything Report for **[Carrier name(s)]** on **[Date(s)]**.
2. Copy of Letter Carrier schedule from **[Date(s)]**.

In addition, 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,

Request received by: _____

Shop Steward
NALC

Date: _____