

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

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

Did management violate Article 7, Section 1.C.3 of the National Agreement by hiring City Carrier Assistant(s) [name(s)] for a term of less than 360 days, and if so, what should the remedy be?

### Union Facts and Contentions (Block 17 of PS form 8190)

#### Facts:

1. City Carrier Assistant (CCA) [name(s)] was hired in accordance with Article 7, Section 1.C of the National Agreement on [date(s)] at the [Installation name] Installation. This is documented with the PS Form(s) 50, *Notification of Personnel Action* included in the case file.
2. CCA(s) [names] 360-day term was due to expire on [date(s)]. This is documented with the PS Form(s) 50, *Notification of Personnel Action* included in the case file.
3. Management at the [Installation name] Installation placed CCA(s) [name(s)] on a five (5) day break in service prior to the expiration of his/her 360-day term on [date(s)]. This is documented with the TACS Employee Everything Reports and work schedules included in the case file.

#### Contentions:

1. Management violated the National Agreement when they hired CCA(s) [name(s)] at the [Installation name] Installation for a term of less than 360 days. Article 7, Section 1.C.3 of the National Agreement states:

*City carrier assistants shall be hired pursuant such procedures as the employer may establish. City Carrier Assistants shall be hired for terms of 360 calendar days and will have a break in service of 5 days between appointments.*

2. CCA(s) [name(s)] was placed into a five (5) day break in service on [date] prior to the expiration of his/her 360-day term instead of at the end of his/her appointment on [date].

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

1. That management at the **[Installation name]** Installation cease and desist violating Article 7, Section 1.C.3 of the National Agreement.
2. That CCA(s) **[name(s)]** be made whole for all lost wages and benefits that occurred as a result of management's violation of Article 7, Section 1.C.3 of the National Agreement.
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 7 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 7. 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 7:

1. Copy of all PS Form(s) 50 *Notification of Personnel Action* for CCA(s) **[name(s)]**.
2. Copy of all Employee Everything Reports (TACS) for CCA(s) **[name(s)]** for his/her most recent two appointments.
3. Copies of work schedules for two weeks prior to CCA(s) **[name(s)]** five (5) day break in service and two weeks following that break in service.
4. Copies of all correspondence related to the appointment(s) of CCA(s) **[name(s)]**.

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,

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