

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

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

Did management at the **[Installation/Station]** violate Article 8, Section 8.D of the National Agreement by failing to provide **[2 or 4]** hours work or pay in lieu thereof to City Carrier Assistant Letter Carrier(s) (CCA's) who were scheduled to work on **[Date]**, and if so, what is the appropriate remedy?

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

#### Facts:

1. CCA Letter Carrier(s) **[Name(s)]** was/were scheduled and reported to work, and who were not provided with **[2 or 4]** hours work or pay in lieu thereof. These facts are verified by the TACS Employee Everything Reports in the case file.
2. Article 8, Section 8.D of the National Agreement states:

*D. Any CCA employee who is scheduled to work and who reports to work in a post office or facility with 200 or more workyears of employment shall be guaranteed four (4) hours of work or pay. CCAs at other post offices and facilities will be guaranteed two (2) hours work or pay.*

3. Employees may not waive their guarantee except in the case of illness or personal emergency. This is addressed in the JCAM explanation of Article 8, Section 8.D:

***Waiving guarantees.** The Step 4 settlement H4N-2D-C 40885, November 14, 1988 (M-00879) provides that "Management may not solicit employees to work less than their call-in guarantee, nor may employees be scheduled to work if they are not available to work the entire guarantee. However, an employee may waive a guarantee in case of illness or personal emergency." This procedure is addressed in the ELM Section 432.63.*

#### Contentions:

1. Management violated Article 8, Section 8.D of the National Agreement by failing to provide **[2 or 4]** hours work or pay in lieu thereof to CCA Letter Carriers who were scheduled and reported to work on **[date(s)]**.

2. Management's contractual violation(s) in this case has/have caused harm to the grievant(s). When Letter Carrier's rights are disregarded trust is eroded between employee and employer, resulting in an atmosphere of disrespect at the workplace. This/These grievant(s) have also been harmed financially by the actions of management.
3. None of the CCA Letter Carriers involved in this case waived their guarantee due to illness or personal emergency. This fact is shown by the statements included in the case file.

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

1. That management cease and desist violating Article 8, Section 8.D of the National Agreement in the future.
2. That CCA(s) **[Name], [Name], and [Name]** be paid **[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 is the appropriate remedy?

### **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 8, Section 8.D 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 8, Section 8.D of the National Agreement.

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 8 of the National Agreement:

1. TACS Employee Everything Reports for Carrier(s) **[Names]** from **[date]**.

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: \_\_\_\_\_