

Contentions:

1. Management violated Section 141.19.i. of the M-39 Handbook when they failed to review the minor route adjustments in accordance with Section 243.6 of the M-39 Handbook. Section 141.19.i states:

i. Evaluation of Adjustments. The adjustments should be evaluated as outlined in 243.6.”

2. Management violated Section 243.6 of the M-39 Handbook when they failed to properly analyze, review and adjust the routes at **[Station/Post Office]** following the route adjustments made on **[date]**. The attached Workhour/Workload Reports (by Route) show that **[number]** out of the **[number]** full-time routes at the **[Station/Post Office]** are overburdened and in need of immediate adjustment.
3. Section 243.6 of the M-39 Handbook covers the requirements of management following the adjustment of routes. Section 243.611 states:

“After the adjustment of routes has been placed in effect, the manager must carefully study and analyze Forms 3997, 3997-B, 1813, street management records, volume recording data, and carrier’s time records to see that the objective has been met, especially for those routes where extensive changes have been made.”

Section 243.682 of the M-39 Handbook states in relevant part:

“If the route is found to be too heavy, relief should be granted...”

Section 242.122 of the M-39 Handbook states:

“The proper adjustment of carrier routes means an equitable and feasible division of the work among all of the carrier routes assigned to the office. All regular routes should consist of as nearly 8 hours daily work as possible”.

4. Management in the **[Station/Post Office]** has clearly violated the above referenced contract provisions.
5. The Workhour/Workload Reports (by Route) associated with this case clearly show that the routes at **[Station/Post Office]** are not adjusted to as nearly 8 hours daily work as possible. Management has made no effort to comply with the requirements of Sections 141.19.i, 243.6, and 242.122 of the M-39 Handbook.

6. The routes in **[Station/Post Office]** have been overburdened for at least **[time frame]** and counting. This situation must be remedied.
7. Management is, and has been, well aware throughout this entire situation that the routes in **[Station/Post Office]** are not adjusted to as near as 8 hours daily work as possible as required by the M-39 Handbook. The contractual violations associated with this case are both “knowing” and “flagrant”. Therefore, they fall into the “egregious” category. This fact must be considered when fashioning an appropriate remedy for the instant case.

Remedy (Block #19 on PS Form 8190):

1. That management at the **[Station/Post Office]** immediately adjust all routes to as near eight hours daily work as possible.
2. That these particular route adjustments be territorial and implemented as soon as administratively possible but no later than **[date]**.
3. That all new routes created by this route adjustment be posted for bid and filled in a timely fashion in accordance with the National Agreement, and any no-bid position(s) be filled in accordance with the National Agreement.
4. In order to provide an incentive to ensure future compliance, that each City Letter Carrier in **[Station/Post Office]** be paid \$25.00 per calendar day starting **[date]** and continuing until number 2 and 3 above are fully implemented.
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 Sections 141.19. i. and 243.6 of the M-39 Handbook via Article 19 of the National Agreement.

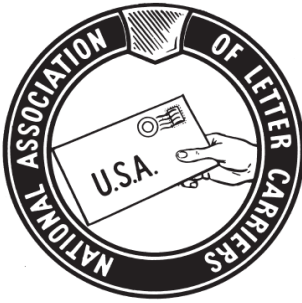
Contentions:

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 Sections 141.19. i. and 243.6 of the M-39 Handbook via Article 19 of the National Agreement. 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 M-39 Handbook via Article 19:

1. Copies of the Workhour/Workload Report (by Route) for all routes in the **[Station/Post Office]** from **[date]** to **[date]**.
2. Copies of PS Forms 3999 with all attachments for all routes with PS Forms 3999 conducted since the minor route adjustment implemented on **[date]**.
3. Copies of the 3999 "Data Summary" screen for all routes with PS Forms 3999 conducted since the minor route adjustment.
4. Copies of the PS Forms 3999 "Function Analysis" screen for all routes with PS Forms 3999 conducted since the minor route adjustment.
5. Copies of the Weekly Operations Summary Reports from **[date]** to **[date]**.

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,

Shop Steward
NALC

Request received by: _____

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: _____