

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

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

Did management violate Section 211.2 of the M-39 Handbook via Article 19 of the National Agreement by failing to notify the local union of the period selected for the mail count and inspection as far in advance as practicable, and if so, what should the remedy be?

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

#### Facts:

1. Management scheduled a mail count and inspection on Route(s) **[route #(s)]** at the **[Station/Post Office]** to begin on **[date]**.
2. Section 211.2 of the M-39 Handbook states:

*211.2 The period selected for the mail count and route inspections should be determined as far in advance as possible, and the local union should be notified of this schedule. If it is necessary to change the period, the local union should be notified of the revised schedule as far in advance as practicable.*

3. The case file includes a statement from the local union representative, **[name]**, showing that notification was received on **[date]**.

#### Contentions:

1. Management violated Section 211.2 of the M-39 Handbook via Article 19 of the National Agreement when they failed to notify the local union of the period selected as far in advance as practicable for the route count and inspection that began on **[date]**.
2. The union became aware of the intended mail count and inspection period on **[date]**.
3. Management was aware of the mail count and inspection as early as **[date]** and did not provide proper notice to the union as far in advance as practicable.

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

1. That management cease and desist violating Section 211.2 of the M-39 Handbook via Article 19 of the National Agreement in the **[Station/Post Office]**.
2. That each Letter Carrier in the **[Station/Post Office]** is paid a lump sum of \$100.00 to serve as incentive for future compliance.
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 Section 211.2 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 Section 211.2 of the M-39 Handbook via Article 19. 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 the M-39 Handbook via Article 19:

1. Copies of any and all correspondence from management to the local NALC branch regarding the mail count and inspection which began on **[date]**.
2. Copies of any and all correspondence, emails and notifications between local management and the route inspection team/route inspectors.
3. A copy of the Letter Carrier work schedule for the week(s) of **[date]**.
4. A copy of the mail count and inspection schedule for **[date]** through **[date]** at the **[Station/Post Office]**.

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,

\_\_\_\_\_  
Shop Steward  
NALC

Request received by: \_\_\_\_\_

Date: \_\_\_\_\_