

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

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

Did Management violate the Interpretive Step Settlement on DOIS dated July 30, 2007 (M-01664) via Article 15 of the National Agreement by failing to accurately record volume and/or other data in DOIS at the **[Station/Post Office]**, and if so, what should the remedy be?

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

#### Facts:

1. The Interpretive Step Settlement on DOIS dated July 30, 2007 (M-01664) states in relevant part:

*"Management is responsible for accurately recording volume and other data in DOIS."*

2. The Workhour Workload Report (All Routes) shows management recorded the following mail volumes for route **[route #]** on **[date]**:

\_\_\_\_\_ flats  
\_\_\_\_\_ letters  
\_\_\_\_\_ parcels

3. Letter Carrier **[Name]** provided a statement saying he/she had the following mail volumes on route **[route #]** on **[date]**:

\_\_\_\_\_ flats  
\_\_\_\_\_ letters  
\_\_\_\_\_ parcels

4. The Workhour Workload Report (All Routes) shows **[hours:minutes]** Actual AM office time and **[hours:minutes]** AM Assistance time credit for a total AM office time credit of **[hours:minutes]** on **[date]**.

5. The TACS Employee Everything Report for Letter Carrier **[Name]** on **[date]** shows that he/she worked a sum total of **[#]** hours and **[#]** minutes of AM Office time on route **[route #]**.

6. Letter Carrier **[Name]** provided a statement saying he/she worked approximately **[hours:minutes]** AM office time on route **[route #]** on **[date]**.

7. The Workhour Workload Report (All Routes) shows **[hours:minutes]** street time and **[hours:minutes]** street assistance time credit for AM office time on **[date]**.
8. The TACS Employee Everything Report for Letter Carrier **[Name]** on **[date]** shows that he/she worked a sum total of **[hours:minutes]** of street time on route **[route#]**.
9. Letter Carrier **[Name]** states he/she worked approximately **[hours:minutes]** of street time on route **[route #]** on **[date]**.
10. Supervisor/Manager **[Name]** provided the following instructions to Letter Carriers that prevented the accurate input of office time used on **[date]** at the **[Station/Post Office]**.
11. Letter carriers were given instructions by management that caused the inaccurate recording of AM office clock rings on **[date]**. The following statements and/or interviews included on page(s) **[page #s]** of the case file evidence the improper instructions given.
12. Management improperly moved Letter Carrier(s) **[Names(s)]** to **[meeting time/street time/union time/training time/etc.]** on **[date](s)]**.

### **Contentions:**

1. Management improperly recorded mail volume in DOIS on **[date]** at the **[Station/Post Office]**. This is a clear violation of the Interpretive Step Settlement on DOIS dated July 30, 2007 (M-01664) via Article 15 of the National Agreement.
2. Management improperly recorded office and/or street time data in TACS on **[date]** by entering inaccurate information at the **[Station/Post Office]**. Data from TACS is loaded into DOIS to generate various DOIS reports. By improperly recording this office and/or street time data in TACS, Management violated the Interpretive Step Settlement on DOIS dated July 30, 2007 (M-01664) via Article 15 of the National Agreement.

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

1. That management immediately make corrections to TACS and DOIS to accurately reflect the time each letter carrier worked on each route on **[date]**.
2. That Letter Carrier(s) **[Name], [Name], and [Name]** each be paid a lump sum(s) of \$50.00 to serve as an incentive for future compliance.

3. That management cease and desist violating the Interpretive Step Settlement on DOIS dated July 30, 2007 (M-01664) via Article 15 of the National Agreement, 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 15.3.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 15.3.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 M-01664 via Article 15 of the National Agreement.

### **Contentions:**

1. Management violated Article 15.3.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 M01664 via Article 15. 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. The TACS Employee Everything Reports for Letter Carrier(s) **[Name(s)]** for **[date(s)]**.
2. Copies of the Workload Workhour Report (All Routes) for: **[date(s)]**.
3. Copies of any PS Forms 3996 submitted by Letter Carriers on **[date(s)]**.

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,

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

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

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