

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

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

Did Management at the [Station/Post Office] violate Article 1.6 of the National Agreement when Supervisor [Name] performed City Letter Carrier bargaining unit work on [Date], and if so, what should the remedy be?

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

#### Facts:

1. Supervisor [Name] [Describe carrier work performed] on [Date] for approximately [Hours, Minutes]. This is verified by the statements and interviews in the case file.
2. Article 1.6 of the National Agreement states:

#### ***Section 6. Performance of Bargaining Unit Work***

*A. Supervisors are prohibited from performing bargaining unit work at post offices with 100 or more bargaining unit employees, except:*

- 1. in an emergency;*
- 2. for the purpose of training or instruction of employees;*
- 3. to assure the proper operation of equipment;*
- 4. to protect the safety of employees; or*
- 5. to protect the property of the USPS.*

*B. In offices with less than 100 bargaining unit employees, supervisors are prohibited from performing bargaining unit work except as enumerated in Section 6.A.1 through 5 above or when the duties are included in the supervisor's position description.*

3. Article 1 of the JCAM explains:

*The prohibition against supervisors performing bargaining unit work also applies to acting supervisors (204b). The PS Form 1723, which shows the times and dates of the 204b detail, is the controlling document for*

*determining whether an employee is in a 204b status. A separate PS Form 1723 is used for each detail. A single detail may not be broken up on multiple PS Forms 1723 for the purpose of using a 204b on overtime in lieu of a bargaining unit employee. Article 41.1.A.2 requires that a copy of the Form 1723 be provided to the union at the local level.*

4. Letter Carrier **[204b name]** was in a 204b status on **[Date]**. This is documented by the PS Form 1723 in the case file.
5. Additionally, Article 1 of the JCAM explains:

*An emergency is defined in Article 3.F as “an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.”*

6. Letter Carrier(s) **[Name], [Name], and [Name]** was/were available to perform the work done by Supervisor **[Name]** on **[Date]**. This is documented by the TACS Employee Everything reports included in the case file.
7. Article 1 of the JCAM goes on to explain:

*The Settlement Agreement NC-E-4716, November 24, 1978 (M-00206) between the NALC and USPS, which was intended to be of general application, provides that “where additional work hours would have been assigned to employees but for a violation of Article 1.6.A, and where such work hours are not de minimis, the employee(s) whom management would have assigned the work, shall be paid for the time involved at the applicable rate.” (de minimis means “trifling, unimportant, inconsequential.”)*

8. Subchapter 12, Basic Carrier Duties of the M-41 Handbook, *City Delivery Carriers Duties and Responsibilities*, lists the work of city letter carriers. The following sections are contained in subchapter 12:

Section 121 – Office Duties  
Section 122 – Street Duties  
Section 122.1 – Delivery and Collection

## **Contentions:**

1. Management violated Article 1, Section 6 of the National Agreement when Supervisor **[Name]** **[Describe carrier work performed]** on **[Date]** for approximately **[Hours, Minutes.]**
2. Supervisor **[Name]** was not training or instructing employees, assuring the proper operation of equipment, protecting the safety of employees, or

protecting property of the USPS when they **[Describe carrier work performed]** on **[Date]**.

3. Moreover, the Union contends **[Sick calls, understaffing, heavy mail volume, etc.]** do not meet the definition of an “emergency” as defined in Article 3.F of the National Agreement.
4. Management’s failure in this regard has caused significant harm to the Letter Carrier(s) who should have been assigned this work in the form of wages and benefits. Also, because Supervisor **[Name]** was not on a City Letter Carrier function on the clock when they performed this work, any data from **[Date]** that management uses to evaluate and/or adjust routes is inaccurate and should not be used.

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

1. That management cease and desist violating Article 1, Section 6 of the National Agreement.
2. That Letter Carrier(s) **[Name], [Name], and [Name]** each be paid at the applicable pay rate for the time Supervisor **[Name]** performed City Letter Carrier work as follows:

**[List names and amounts]**

3. That all data from **[Date]** which is used in the evaluation and/or adjustment of routes be expunged from all USPS files and records.
4. 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.
5. 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 15.3.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.*

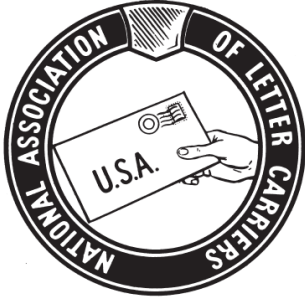
3. Included in the case file are **[Arbitration Awards/Step B decisions/local grievance settlements, etc.]** in which management was instructed/agreed to cease and desist violating Article 1 of the National Agreement.

**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 Article 1. 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. Copy of the TACS Employee Everything Report for **[Carrier name(s)]** on **[Date]**.
2. PS Form 1723 for Letter Carrier **[204b name]**.

In addition, 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,

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

Shop Steward  
NALC

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



## National Association of Letter Carriers Request for Steward Time

To: \_\_\_\_\_ Date \_\_\_\_\_  
(Manager/Supervisor)

\_\_\_\_\_  
(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: \_\_\_\_\_