

Local Grievance # _____

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

Did Management in the [Installation] violate Article 41 of the National Agreement by improperly reverting/abolishing [Route #/Carrier Technician job], and if so, what should the remedy be?

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

Facts:

1. [Route #/Carrier Technician job], a full-time duty assignment, was reverted on [Date]. This is documented by the reversion notice included in the case file.
2. Article 41.1.A.1 of the National Agreement states:

When a position is under consideration for reversion, the decision to revert or not to revert the position shall be made not later than 30 days after it becomes vacant. If the decision is made not to revert, the assignment must be posted within 30 days of the date it becomes vacant. The Employer shall provide written notice to the Union, at the local level, of the assignments that are being considered for reversion and of the results of such consideration.

3. Article 41 of the JCAM explains:

The issue of reverting a vacant full-time route without current inspection data was addressed in the settlement for case Q06N-4Q-C 09038594, October 4, 2012 (M-01796), as follows: "The parties recognize the employer's right to revert vacant duty assignments pursuant to Article 41.1.A.1 of the National Agreement. However, under current regulations, determining whether an established city delivery route is full time (as defined by Handbooks M-39, section 242.122 and M-41, section 911.2) will be made using one of the following procedures:

- *A six day mail count and inspection in accordance with the provisions of Handbook M-39*
- *A route adjustment pursuant to Section 141 of Handbook M-39 (provided the data used is reasonably current and from the regular carrier assigned to the route)*
- *Evaluation through a national jointly agreed upon route evaluation process*

• *Evaluation through an authorized developed joint route evaluation process”*

4. There is no current inspection data that utilized one of the above procedures for determining whether the **[Route #/Carrier Technician job]** is full-time.
5. The **[OT Alert Reports/time records, et.]** included in the case file demonstrate that **[Route #/Carrier Technician job]** is not a full-time assignment.
6. CCA **[name]** has the highest relative standing in the **[Installation]**.

Contentions:

1. Management violated Article 41 of the National Agreement by improperly reverting/abolishing **[Route #/Carrier Technician job]**.
2. There is no current inspection data available for the **[Route #/Carrier Technician job]** which comports with M-01796 quoted above; therefore, the assignment should not have been reverted/abolished.
3. Had the subject assignment not been improperly reverted/abolished, CCA **[name]** would have been converted to full-time status on the **[Route #/Carrier Technician job]** no later than **[date]**.
4. Article 7.3.B of the National Agreement requires management to maximize the number of full-time employees. Management’s actions in this case actually minimize the number of full-time employees in the **[Installation]**.
5. Management’s failure in this regard has caused significant harm to the Letter Carriers in the **[Installation]**. Letter Carriers have the right to exercise their seniority to bid on the assignment of their choice. In this case, they have been deprived of that right.
6. Moreover, because this is a vacant full-time assignment, Letter Carriers have been harmed by long hours, disapproved leave, and mandatory overtime.

Remedy (Block #19 on PS Form 8190):

1. That the **[Route #/Carrier Technician job]** be immediately posted for bid.
2. That management cease and desist violating 41 of the National Agreement.
3. That the successful bidder on the **[Route #/Carrier Technician job]** be paid a lump sum of \$100.00.

4. That CCA **[name]** be converted to full-time status retroactive to **[date]**.
5. That CCA **[name]** be made whole for all lost wages and benefits that occurred due to management's actions.
6. 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.
7. 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.

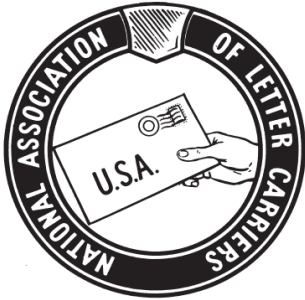
3. Included in the case file are **[Arbitration Awards/Step B decisions/local grievance settlements, etc.]** in which management was instructed/agreed to cease and desist violating Article 41 of the National Agreement by improperly reverting/abolishing full-time assignments.

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 41 of the National Agreement by improperly reverting/abolishing full-time assignments. 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 this point.

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. A copy of the vacancy posting for **[Route #/Carrier Technician job]**.
2. A copy of the relative standing list.
3. A copy of the Overtime Alert Report from **[date]** to **[date]**.

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: _____