

Local Grievance # _____

Issue Statement (Block 15 on PS Form 8190):

1. Did management violate Article 8.4, Article 34.A, Article 41.3.K, along with Section 432.7 of the ELM and Section 146.26 of the Handbook F-21 via Article 19 of the National Agreement at the **[Station/Post Office]** by requiring/permitting Letter Carrier(s) **[Name(s)]** to work of the clock? If so, what should the remedy be?

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

Facts:

1. Letter Carrier(s) **[Name(s)]** worked at the **[Station/Post Office]** on **[date(s)]**. This fact is documented in the case file with his/her employee everything report(s) for the day(s) in question.
2. On **[date]** Letter Carrier **[Name(s)]** worked off the clock for **[hours/units]**.
On **[date]** Letter Carrier **[Name(s)]** worked off the clock for **[hours/units]**.
On **[date]** Letter Carrier **[Name(s)]** worked off the clock for **[hours/units]**.

This fact is documented in the case file with statement(s)/interview(s).

3. Letter Carrier **[Name(s)]** performed the following duties while off the clock on **[date(s)]**. This fact is also documented in the case file with witness statement(s)/interview(s).
4. Article 8.4 of the National Agreement states:

B. Overtime shall be paid to employees for work performed only after eight (8) hours on duty in any one service day or forty (40) hours in any one service week. Nothing in this Section shall be construed by the parties or any reviewing authority to deny the payment of overtime to employees for time worked outside of their regularly scheduled work week at the request of the Employer.

(The preceding paragraph, Article 8.4.B., shall apply to City Carrier Assistant Employees.)

5. Article 8.5.D of the National Agreement states:

Penalty overtime pay will be paid to full-time regular employees for any overtime work in contravention of the restrictions in Section 5.F.

6. Article 8.5.E of the National Agreement states:

Excluding December, part-time flexible employees will receive penalty overtime pay for all work in excess of ten (10) hours in a service day or fifty-six (56) hours in a service week.

(The preceding paragraph, Article 8.4.E., shall apply to City Carrier Assistant Employees.)

5. Article 34.A of the National Agreement states:

The principle of a fair day's work for a fair day's pay is recognized by all parties to this Agreement.

6. Article 41.3.K of the National Agreement states:

Supervisors shall not require, nor permit, employees to work off the clock.

7. Page 41-28 of the JCAM states:

Rest Breaks. *National Arbitrator Britton ruled that the Postal Service must ensure that all employees stop working during an office break. Contractual breaks must be observed and cannot be waived by employees (H4N-3D-C9419, December 22, 1988, C-08555)*

8. The Employee and Labor Relations Manual (ELM) Section 432.712 states:

Allowed Time

Supervisors must credit employees with all-time designated as work time under the Fair Labor Standards Act. Examples of time that must be credited as work time if the supervisor knows or has reason to believe the activities are being performed during the time, include:

- a. Time spent by employees in performing duties that are part of, or related to, the employees' principal work activity, such as pulling mail*

from a distribution case, collecting tools or supplies, and adjusting rest bars.

b. Time spent continuing to work after a tour ends in order to correct an error, to prepare records, or to finish up a task.

c. Time spent working during meal periods.

d. Time spent distributing work to work stations.

8. Handbook F-21, *Time and Attendance*, Section 146.26 states:

Supervisors must credit employees with all time designated as work time under the Fair Labor Standards Act (FLSA). Examples of time that must be

credited as work time include but are not limited to:

a. Time spent by employees in performing duties that are an integral part of, or closely related to, the employee's principal work activity.

Examples of this time include pulling mail from a distribution case, collecting tools (cutting knives, string, rubber bands, etc.), and adjusting rest bars.

b. Time spent continuing to work after a tour ends in order to correct an error, to prepare records, or to finish up a task.

c. Time spent working during meal periods.

d. Time spent distributing work to workstations.

Contentions:

1. Management violated Article 8.4.B of the National Agreement when the **[required/permitted]** Letter Carrier(s) **[Names]** to work off the clock on **[date(s)]**.
2. Article 8.4 requires management to compensate all letter carriers at the regular overtime rate for all work performed in excess of eight hours in a service day or forty hours in a service week. Management violated this provision when they failed to compensate Letter Carrier(s) **[Names]** at the regular overtime rate for all

work performed in excess of eight hours, including work performed off the clock, on **[date(s)]**.

3. Article 8.5.D of the National Agreement requires management to compensate full-time regular letter carriers at the penalty overtime rate for any work in contravention of the restrictions in Article 8.5.F, which states:

Excluding December, no full-time regular employee will be required to work overtime on more than four (4) of the employee's five (5) scheduled days in a service week or work over ten (10) hours on a regularly scheduled day, over eight (8) hours on a non-scheduled day, or over six (6) days in a service week.

Management violated these provisions when they failed to credit the time worked off the clock by Letter Carrier(s) **[Name(s)]** on **[date(s)]**, depriving of them of compensation at the penalty overtime rate.

4. Article 8.5.E of the National Agreement requires management to compensate part-time flexible and city carrier assistant letter carriers at the penalty overtime rate for all work performed in excess of ten hours in a service day or fifty-six hours in a service week. Management violated this provision when they failed to credit the time worked off the clock by Letter Carrier(s) **[Name(s)]** on **[date(s)]**, depriving of them of compensation at the penalty overtime rate.
5. Article 34.A states the parties' mutual acceptance of the principle of a fair day's work for a fair day's pay. By **[requiring/permitting]** employees to work without compensation, management has violated this principle.
6. Article 41.3.K prohibits management from requiring or permitting letter carriers to work off the clock. The prohibition from working off the clock applies to contractual breaks, including rest and lunch breaks, as well as time spent working off the clock outside of an employee's tour of duty.
7. Management is required to compensate employees for all work performed in accordance with the Employee and Labor Relations Manual (ELM) Section 432.712 and Handbook F-21, Time and Attendance Section 146.26. The Union contends management's failure to compensate Letter Carrier(s) **[Name(s)]** for the work performed off the clock on **[date(s)]** in the **[Station/Post Office]** violates both of the sections cited above via Article 19 of the National Agreement. The union contends these violations directly relates to wages, hours, and working conditions.

Remedy (Block 19 on PS Form 8190):

1. That management cease and desist requiring or permitting letter carriers from working off the clock in violation of Articles 19, 34, and 41 of the National Agreement.
2. That management pay Letter Carrier(s) **[Name(s)]** a total of **[hours/units]** at the appropriate rate of pay or a lump sum payment of **[pay]** for all time spent performing letter carrier duties off the clock, and/or otherwise made whole.
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.

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 Articles 19, 34 and/or 41 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 Articles 19, 34, and/or 41. 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(s)]** each be paid a lump sum of \$100.00 for each violation 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 Articles 19, 34, and 41.

1. TACS Employee Everything Reports for Letter Carrier **[Name]** from **[Date]**.
2. TACS Employee Everything Reports for Letter Carrier **[Name]** from **[Date]**.
3. TACS Employee Everything Reports for Letter Carrier **[Name]** from **[Date]**.

I am also requesting 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: _____