

Local Grievance # _____

ISSUE STATEMENT (Block #15 on PS Form 8190):

Did Management violate Article 15 of the National Agreement and M-01517 by failing to comply with the Memorandum of Understanding MOU *Re: Full-time Regular Opportunities – City Letter Carrier Craft* (M-01834) dated March 31, 2014 at the **[Installation name]** Installation, and if so, what should the remedy be?

UNION FACTS AND CONTENTIONS (Block #17 on PS Form 8190):

Facts:

1. Route(s) **[route #(s)]** and/or Grade 2 Carrier Technician assignment(s) was/were vacated, posted for bid, and became a residual vacancy(s) in the **[Installation name]** Installation on **[date]**. This is documented with the award posting(s) for the **[Installation name]** Installation included in the case file.
2. The Memorandum of Understanding *Re: Full-time Regular Opportunities – City Letter Carrier Craft* (M-01834) lays out a specific pecking order in which residual vacancies are to be filled.
3. There are no legitimate withholding events where the radius of withholding reaches the **[Installation name]** Installation.

Contentions:

1. Management violated Article 15 of the National Agreement and M-01517 by failing to comply with the Memorandum of Understanding *Re: Full-time Regular Opportunities – City Letter Carrier Craft* (M-01834) dated March 31, 2014 at the **[Installation name]** Installation when they failed to fill the residual vacancy(s) associated with this grievance in accordance with the memorandum.
2. Management's failure/delay in this regard has caused significant harm to the Letter Carrier(s) who should have been placed into these residual vacancies in the **[Installation name]** Installation in the form of wages and benefits including, but not limited to seniority, leave, missed holidays, the right to sign/decline to sign the overtime desired list, the right to bid on vacant assignments, etc.

Remedy (Block #19 on PS Form 8190):

1. That management immediately comply with the procedures for filling residual full-time regular City Letter Carrier duty assignments established in the

Memorandum of Understanding *Re: Full-time Regular Opportunities – City Letter Carrier Craft* (M-01834) at the **[Installation name]** Installation.

2. That management cease and desist from future violations of the Memorandum of Understanding *Re: Full-time Regular Opportunities – City Letter Carrier Craft* (M-01834) at the **[Installation name]** Installation.
3. That all affected letter carrier(s) be made whole for any/all lost wages and/or benefits including but not limited to their seniority date being adjusted to reflect the career seniority they should have accumulated toward serving a probation period, accrued leave, missed holidays, the right to sign/decline to sign the overtime desired list, bidding rights, etc.
4. Any other remedy the Step B team or an arbitrator deems appropriate.



**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. Copies of the award postings for **[job ID #(s)]** for the **[Installation name]** Installation.
2. Copy of the carrier seniority roster for the **[Installation name]** Installation.
3. Copy of the CCA relative standing roster for the **[Installation name]** Installation.

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: _____