

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

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

Did Management violate the National Agreement, APPENDIX B, I. NON-CAREER COMPLEMENT, Section 1. GENERAL PRINCIPLES, paragraph i. at the **[Installation name]** Installation by failing to reappoint city carrier assistant **[name]**, and if so, what should the remedy be?

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

#### Facts:

1. The grievant in this case is the Union.
2. City carrier assistant (CCA) **[name]** was hired for a term of 360 days at the **[Installation name]** Installation. This is documented with the PS Form(s) 50 *Notification of Personnel Action* included in the case file.
3. CCA **[name]** was on a break in service of (5) five calendar days between appointments beginning on **[date]** in accordance with APPENDIX B, I. NON-CAREER COMPLEMENT, Section 1. GENERAL PRINCIPLES, paragraph b.
4. CCA **[name]** does not have the lowest relative standing at the **[Installation name]** Installation. This is documented with the PS Form(s) 50 *Notification of Personnel Action* and relative standing list for the **[Installation name]** Installation included in the case file.
5. CCA **[name]** received a notice of separation letter on **[date]** informing him/her their services were no longer required. This is documented with a copy of the separation notice included in the case file.
6. Section I of the 2013 Das Award, the creation of a new non-career employee category requires the following:
  - i. *CCA employees are separated for 5 days between appointments. When operational circumstances indicate that reappointment for a CCA(s) is not needed and the installation employs a CCA(s) with lower relative standing, the CCA(s) will be reappointed and the CCA(s) with the lower standing in the installation will be separated instead. Such separation of a CCA(s) with the lowest relative standing is not grievable except where the separation is pretextual. These CCAs separated for lack of work during or upon completion of their term of appointment will be given preference for reappointment ahead of other CCAs with less relative standing in the installation provided the need for hiring arises within 18 months of separation. (Emphasis added)*

## Contentions:

1. The Union has been harmed by management's failure to comply with the 2013 Das award and as a result, CCA **[name]** has lost his/her employment.
2. Management at the **[Installation name]** Installation violated the National Agreement, APPENDIX B, I. NON-CAREER COMPLEMENT, Section 1, GENERAL PRINCIPLES, paragraph i. when, upon their determination that operational circumstances indicated that reappointment of a CCA was not needed, they separated CCA **[name]** Management violated the National Agreement when they did not separate the CCA with the lowest relative standing at the **[Installation name]** Installation.
3. CCA **[name]** should have begun a new 360 day term on **[date the term should have begun following the five (5) calendar day break]**. This improper separation has caused significant harm to CCA **[name]** in the form of lost wages, benefits and other losses.

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

1. Management immediately cease and desist violations of APPENDIX B, I. NON-CAREER COMPLEMENT, Section 1. GENERAL PRINCIPLES, paragraph i. when operational circumstances indicate that reappointment for a CCA(s) is not needed.
2. Management immediately reappoint city carrier assistant (CCA) **[name]**, retroactive to **[date the term should have begun following the five (5) calendar day break]**, and make him/her whole for all lost wages, benefits and any and all other losses due to this violation.
3. Management immediately adjust city carrier assistant (CCA) **[name]'s** relative standing to include all time lost due to the separation until the date of reappointment, less any time legitimately spent on a contractually required five (5) calendar day break(s) in service.
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 Article 17 and 31 of the National Agreement, I am requesting the following information to investigate a grievance concerning a violation of Appendix B:

1. Copies of all PS Form(s) 50 *Notification of Personnel Action* for the following city carrier assistant(s) **[name(s)]**.
2. Copy of the notice of separation letter for city carrier assistant **[name]**.
3. A copy of the current relative standing for all city carrier assistants at the **[Installation name]** Installation.

I'm also requesting time to interview the following individuals:

1. **[name(s)]** at 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: \_\_\_\_\_  
(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: \_\_\_\_\_