

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: City Carrier Assignments-Temporary Assignments to Other Post Offices* (M-01827) dated December 5, 2013 at the [Installation name] Installation, and if so, what should the remedy be?

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

Facts:

1. City Carrier Assistant (CCA) [name] is assigned to the [Installation name] Installation. This is documented with the PS Form 50 included in the case file.
2. The Memorandum of Understanding *Re: City Carrier Assignments-Temporary Assignments to Other Post Offices* (M-01827) allows for loaning of CCAs to other post offices within the district on an occasional basis.
3. CCA [name] was temporarily assigned to another post office, [Installation name] Installation on [dates]. None of these days were a Sunday. This is documented with the Employee Everything Reports included in the case file.
4. The Memorandum of Understanding *Re: City Carrier Assignments-Temporary Assignments to Other Post Offices* (M-01827) requires, in the event volunteers for a temporary assignment outside the installation are not available, CCAs in the delivery unit providing assistance will be loaned in reverse relative standing order whenever practicable.
5. No CCAs from the [Installation name] Installation volunteered to be temporarily assigned to another post office. This is documented with statements from CCAs included in this grievance.
6. CCA [name] does not have the lowest relative standing at the [Installation name] Installation. This is documented with the relative standing roster for the [Installation name] Installation included in the case file.
7. The Memorandum of Understanding *Re: City Carrier Assignments-Temporary Assignments to Other Post Offices* (M-01827) states, CCAs who are required or volunteer to work outside their employing office receive payment for mileage for the difference between their residence and employing office provided the difference is greater.

8. CCA **[name]** was temporarily loaned to **[Installation name]** Installation which is further from his/her home than his/her employing office. This is documented with a copy of the employee's driver's license and a MapQuest inquiry included in the case file.

Contentions:

1. Management violated Article 15 of the National Agreement and M-01517 by failing to comply with the Memorandum of Understanding *Re: City Carrier Assignments-Temporary Assignments to Other Post Offices* (M-01827) dated December 5, 2013 at the **[Installation name]** Installation when they temporarily assigned CCA **[name]** to another post office on **[dates]**. The union contends this is more than an occasional basis.
2. Management violated Article 15 of the National Agreement and M-01517 by failing to comply with the Memorandum of Understanding *Re: City Carrier Assignments-Temporary Assignments to Other Post Offices* (M-01827) dated December 5, 2013 at the **[Installation name]** Installation when they failed to temporarily loan the CCA with the lowest relative standing at the **[Installation name]** Installation and instead temporarily assigned CCA **[name]** to the **[Installation name]** Installation.
3. Management violated Article 15 of the National Agreement and M-01517 by failing to comply with the Memorandum of Understanding *Re: City Carrier Assignments-Temporary Assignments to Other Post Offices* (M-01827) dated December 5, 2013 at the **[Installation name]** Installation when they failed to pay CCA **[name]** mileage in accordance with Handbook F- 15, Section 7-1.1.1.2.d for time spent traveling to the **[Installation name]** Installation.

Remedy (Block #19 on PS Form 8190):

1. That management cease and desist further violations the Memorandum of Understanding *Re: City Carrier Assignments-Temporary Assignments to Other Post Offices* (M-01827) at the **[Installation name]** Installation.
2. That all affected Letter Carrier(s) be made whole for any/all lost wages and/or mileage.
3. 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 Employee Everything Reports for CCA **[name]** for the following dates **[dates]**.
2. Copy of the relative standing roster for the **[Installation name]** Installation.

I am 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,

Shop Steward
NALC

Request received by: _____

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,

Shop Steward
NALC

Request received by: _____
Date: _____