

Local Grievance # _____

Issue Statement (Block 15 on PS Form 8190):

Did Management at the [Station/Post Office] violate Article 7, Section 2 of the National Agreement by using a [Clerk, Custodian, Mail Handler, other craft] to perform City Letter Carrier Duties on [date], and if so, what should the remedy be?

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

Facts:

1. Management instructed [Name] to perform City Letter Carrier [casing, delivering, collecting, other duties] work on City Route(s) [route #(s)] at the [Station/Post Office] on [date].
2. [Name] is a [Clerk, Custodian, Mail Handler, other craft] at the [Station/Post Office].
3. The Employee Everything Report on [date] shows [Name] clocked onto city carrier operation # [number] at [time].
4. The Employee Everything Reports for the following Letter Carriers show that City Carriers were available to perform the city carrier work performed by a different craft on [date]:

[Carrier Name #1], [Carrier Name #2], [Carrier Name #3]
5. Article 7.2.B and 7.2.C of the National Agreement states:

B. In the event of insufficient work on any particular day or days in a full-time or part-time employee's own scheduled assignment, management may assign the employee to any available work in the same wage level for which the employee is qualified, consistent with the employee's knowledge and experience, in order to maintain the number of work hours of the employee's basic work schedule.

C. During exceptionally heavy workload periods for one occupational group, employees in an occupational group experiencing a light workload period may be assigned to work in the same wage level, commensurate with their capabilities, to the heavy workload area for such time as management determines necessary.

6. Section 112.31 of the M-41 Handbook states that a Letter Carrier should:

Protect all mail, money, and equipment entrusted to your care.

7. Subchapter 12, Basic Carrier Duties of the M-41, Handbook, City Delivery Carriers Duties and Responsibilities lists the work of City Letter Carriers. The following sections are contained in subchapter 12:

Section 121 – Office Duties (Pages 2-5 of the M-41)

Section 122 – Street Duties (Pages 5-7 of the M-41)

Section 122.1 – Delivery and Collection

8. Pages 7-17 and 7-18 of the 2009 JCAM states:

A national level arbitration award has established that management may not assign employees across crafts except in the restrictive circumstances defined in the National Agreement. See A8-W-0656 (C-04560), a 1982 national-level award of Arbitrator Richard Bloch. (This decision is controlling although it is an APWU arbitration case; it was decided under the joint NALC/APWU-USPS 1981 National Agreement and the language of Article 7.2.B & C has not changed since then.) Arbitrator Bloch interpreted Article 7.2.B & C as follows (pages 6-7):

Taken together, these provisions support the inference that Management’s right to cross craft lines is substantially limited. The exceptions to the requirement of observing the boundaries arise in situations that are not only unusual but also reasonably unforeseeable.

There is no reason to find that the parties intended to give Management discretion to schedule across craft lines merely to maximize efficient personnel usage; this is not what the parties have bargained. That an assignment across craft lines might enable Management to avoid overtime in another group for example, is not, by itself, a contractually sound reason. It must be shown either that there was “insufficient work” for the classification or, alternatively, that work was “exceptionally heavy” in one occupational group and light, as well, in another.

9. Page 17-18 of the 2009 JCAM states:

Remedy For Violations. As a general proposition, in those circumstances in which a clear contractual violation is evidenced by the fact circumstances involving the crossing of crafts

pursuant to Article 7.2.B & C, a “make whole” remedy involving the payment at the appropriate rate for the work missed to the available, qualified employee who had a contractual right to the work would be appropriate. For example, after determining that management had violated Article 7.2.B, Arbitrator Bloch in case H8S-5F-C-8027/A8-W-0656 (C-04560) ruled that an available Special Delivery Messenger on the Overtime Desired List should be made whole for missed overtime for special delivery functions performed by a PTF letter carrier.

Contentions:

1. Management at the **[Station/Post Office]** violated Article 7, Section 2 of the National Agreement when they used a **[Clerk, Custodian, Mail Handler, other craft]** to perform City Letter Carrier Duties on **[date]**.
2. Management failed to work all available Letter Carriers before making the decision to work employees across craft lines on **[date]**.

Remedy (Block 19 on PS Form 8190):

1. That management cease and desist violating Article 7, Section 2 of the National Agreement in the **[Station/Post Office]** in the future.
2. That management make a lump sum payment equivalent to the number of hours worked across craft lines on the day(s) in question at the overtime rate of pay and divide it amongst the available Letter Carriers as directed by the union.
3. That all payments associated with this case be made as soon as administratively possible after the union submits the name(s) and amounts for Letter Carrier(s) due payments, and/or any other remedy the Step B team or an arbitrator deems appropriate.



National Association of Letter Carriers

Request for Information

To: _____
Supervisor Customer Services

Date _____

Station

Dear _____,

Pursuant to Article 17 and 31 of the National Agreement, I am requesting the following information.

1. TACS Employee Everything Reports for **[date]** for the following employees:

_____	_____
_____	_____
_____	_____

2. The Carrier and the **[Clerk, Custodian, Mail Handler, other craft]** work schedule(s) for the week of **[date]**.

3. I'm also requesting time to interview the following employees:

_____	_____
_____	_____
_____	_____

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: _____
Supervisor Customer Services

Date: _____

Station

Dear _____,

Pursuant to Article 17 of the National Agreement, I am requesting the following Steward Time to:

Investigate a Grievance Write & Prepare a Grievance Interview Witnesses

I anticipate needing approximately _____ (hours) of steward time, which needs to be scheduled no later than _____. In the event more steward time is needed, I will inform you as soon as possible.

Individuals the Union needs to interview:

_____	_____
_____	_____
_____	_____

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: _____