**LETTER CARRIERS WORING IN RURAL CRAFT**

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

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

Did Management at the **[Station/Post Office]** violate Article 7 of the National Agreement by working letter carriers in the **rural craft** on **[date]**, and if so, what is the appropriate remedy?

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

**Facts:**

1. Management instructed **[City Letter Carrier Name]** to perform rural carrier **[casing, delivering, collecting, other duties]** work on rural route(s) **[route #(s)]** at the **[Station/Post Office]** on **[date]**.
2. The TACS Employee Everything Report for **[date]** shows **[City Carrier Name]** clocked onto rural craft operation # **[757]** at **[time].**
3. The **[City Carrier Name]** statement demonstrates management instructed them to work in the rural craft on **[date]**.
4. Evidence in the file demonstrates no emergency, as defined in Article 3.F., existed to permit management to make the cross craft assignment to the rural craft.
5. The Joint Contract Administration Manual (JCAM), page 7-16 explains:

***Rural Carriers Excluded.*** *Paragraph A of this Memorandum of Understanding (National Agreement page 145) provides that the crossing craft provisions of Article 7.2 (among other provisions) apply only to the crafts covered by the 1978 National Agreement—i.e., letter carrier, clerk, motor vehicle, maintenance, and mail handler. So cross craft assignments may be made between the carrier craft and these other crafts, in either direction, in accordance with Article 7.2. However, rural letter carriers are not included. So cross craft assignments to and from the rural carrier craft may not be made under Article 7.2. They may be made only in emergency situations as explained below.*

1. The JCAM provides further on page 7-16:

***Crossing Crafts in Emergency Situations.*** *In addition to its Article 7 rights, management has the right to work carriers across crafts in an emergency situation as defined in Article 3, Management Rights. Article 3.F states that management has the right:*

*3.F. To take whatever actions may be necessary to carry out its mission in emergency situations, i.e., an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.*

*This provision gives management a very limited right to make cross craft assignments. Management’s desire to avoid additional expenses such as penalty overtime does not constitute an emergency.*

**Contentions:**

1. Management at the **[Station/Post Office]** violated Article 7 of the National Agreement by working letter carriers in the **rural craft** on **[date]**.
2. No emergency, as defined in Article 3.F. existed to allow management to make the cross-craft assignment to the **rural craft** on **[date]**.
3. Management’s inability to properly staff does not constitute an “emergency”. An Emergency is an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to be of recurring nature.

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

1. That management cease and desist violating Article 7 of the National Agreement in the **[Station/Post Office]** in the future.
2. That management compensate the affected letter carrier(s) an additional 50 percent at the straight-time rate for the hours improperly worked in the rural craft on **[date].**
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, and/or any other remedy the Step B team or an arbitrator deems appropriate.

**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, Section 3.A of the National Agreement along with policy letter M-01517 by failing to comply with the prior Step B decisions, Pre-arbitration settlements, arbitration awards, and/or local grievance settlements in the case file, and if so, what should the remedy be?

**Facts:**

1. Article 15, Section 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.*

1. 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.*

1. 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 Article 7 of the National Agreement.

**Contentions:**

1. Management violated Article 15, Section 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.

1. The Union contends that Management has had prior cease and desist directives to stop violating Article 7. 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], [Name], and [Name]** each be paid a lump sum of $100.00 to serve as an incentive for future compliance.

**GRIEVANCE FILE CHECKLISTS**

**LETTER CARRIERS WORING IN RURAL CRAFT**

This checklist is a guide to help stewards in developing a grievance file.

**Crossing Crafts (To Rural Craft):**

 TACS EER Reports

 RIMS data

 Scanner data

 Rural and City schedules

 Witness statements

 Interviews with management, letter carriers, rural carriers, etc.

 Edit books (Rural and City)

 Previous Grievance Resolves

 DMS Reports

****

**National Association of Letter Carriers**

**Request for Information**

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Manager/Supervisor)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(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 7:

1. TACS Employee Everything Reports for **[date]** for the following employees **[names].**
2. The carrier and the **[rural craft]** work schedule(s) for the week of **[date]**.
3. RIMS and DMS Data for the following employees **[names]** on **[date]**.
4. Rural Route Edit Book(s) for [**Route Number(s)].**
5. Scanner data for the following employees **[names]** on **[date]**.

I am also requesting time to interview the following individuals:

1. **[Name]**
2. **[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,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_