

Sample grievance #

Failure to Post Vacant Assignment

Issue Statement:

Did the Employer violate Contractual provisions, including but not limited to, Articles 3, 7, 15, and 41 of the Collective Bargaining Agreement, by failing to post a vacant full-time assignment for bid (list Assignment #)?

Article 41.1.A.1

Section 1. Posting

A. In the Letter Carrier Craft, vacant craft duty assignment shall be posted as follows:

1. A vacant or newly established duty assignment not under consideration for reversion shall be posted within **fourteen calendar days from** the day it becomes vacant or is established, **unless a longer period of time is negotiated locally.**

All city letter carrier craft full-time duty assignments other than letter routes, Carrier Technician assignments, parcel post routes, collection routes, combination routes, official mail messenger service, special carrier assignments and night routers, shall be known as fulltime Reserve Letter Carrier duty assignments. The term “unassigned regular” is used in those instances where a full-time letter carrier does not hold a duty assignment.

When a position is under consideration for reversion, the decision to revert or not to revert the position shall be made not later than 30 days after it becomes vacant. If the decision is made not to revert, **the assignment must be posted within 30 days of the date it becomes vacant.** The Employer shall provide written notice to the Union, at the local level, of the assignments that are being considered for reversion and of the results of such consideration.

REMEDY: Immediately post vacant assignment. Make successful bidder whole for lost wages and benefits due to management failure to timely post assignment; award successful bidder a lump sum monetary award; and /or any other remedy deemed appropriate.