

Local Grievance # _____

Issue Statement (block 15 of PS Form 8190):

Did management at the [Station/Post Office] violate Article 17 of the National Agreement and Section 715.2 of the Employee and Labor Relations Manual (ELM) via Article 19 of the National Agreement by failing to provide an orientation program for Letter Carrier [name] on their first day of official duty, and if so, what should the remedy be?

Union Facts and Contentions (block 17 of PS Form 8190):

Facts:

1. The employee classifications in the letter carrier craft are found in Article 7, Section 1 of the National Agreement.
2. Career letter carriers, which comprise the regular work force in the letter carrier craft, are defined in Article 7, Section 1.A, which states:

7.1.A Section 1. Definition and Use

A. Regular Work Force. The regular work force shall be comprised of two categories of employees which are as follows:

- 1. Full-Time. Employees in this category shall be hired pursuant to such procedures as the Employer may establish and shall be assigned to regular schedules consisting of five (5) eight (8) hour days in a service week.*
 - 2. Part-Time. Employees in this category shall be hired pursuant to such procedures as the Employer may establish and shall be assigned to regular schedules of less than forty (40) hours in a service week, or shall be available to work flexible hours as assigned by the Employer during the course of a service week.*
3. The Joint Contract Administrative Manual (JCAM), on page 7-1, further explains the three basic classifications of career letter carriers:

Job Classifications. Article 7.1.A defines the three basic classifications of career letter carriers: (1) full-time with a guaranteed weekly schedule consisting of five eight-hour days in a service week; (2) part-time regulars, who have regular schedules of less than 40 hours; and (3) part-time flexibles, who have flexible work hours rather than a fixed schedule and have no weekly work hour guarantees. Full-time flexible employees are also career letter carriers and part of the regular workforce. The city carrier assistant workforce is defined separately by Article 7.1.C.

The noncareer work force of City Carrier Assistant (CCA) letter carriers, is defined in Article 7, Section 1.C of the National Agreement:

C. City Carrier Assistant Employees (CCAs)

The city carrier assistant work force shall be comprised of noncareer, bargaining unit employees, as follows:

- 1. City carrier assistants may perform the full range of letter carrier duties. The number of city carrier assistants who may be employed in any reporting period shall not exceed 15% of the total number of full-time career city carriers in that District.*
- 2. In order to meet the fundamental changes in the business environment, including, but not limited to flexible windows which may be necessary to develop and provide new products and services, the Employer has the right to hire up to 8,000 CCAs in addition to those authorized in paragraph 1, above. The number of such city carrier assistants who may be employed in any reporting period shall not exceed 8% of the total number of full-time career city carriers in that District. CCAs hired under this Section will be so designated on their PS Form 50.*
4. Letter Carrier **[name]** was converted from a City Carrier Assistant (CCA) to a career employee on **[date]**. This is documented with the PS Form 50, *Notification of Personnel Action* issued by the Postal Service to Letter Carrier **[name]** on **[date]**.
5. Section 715.2 of the ELM outlines the requirement to provide orientation to all new career employees, including CCAs who are converted to career status, on their first day as a career Postal Service employee:

An orientation program is required at all levels for new career employees on their first day of official duty.

6. The case file contains a statement provided by Letter Carrier **[name]** affirming that management did not provide them with an orientation after they were converted to career status as a **[FTR/PTR/PTF]** as required by Section 715.2 of the ELM.
7. Additionally, in an interview conducted by the union of **[management title, name]**, management affirmed knowledge of the requirement to provide orientation as detailed under Section 715.2 of the ELM.
8. As a newly appointed career Postal Service employee, Letter Carrier **[name]** is eligible to enroll in the Federal Employees Health Benefits Program (FEHBP). Section 524 of the ELM sets forth the rules and regulations regarding enrollment in the FEHBP. Section 524.521 of the ELM explains the time limits for enrollment:

New Appointment

A new employee eligible for coverage may enroll within 60 days after date of appointment in any available plan, option, and type of enrollment.

9. Because Letter Carrier **[name]** became a career employee and part of the regular work force as defined in Article 7, Section 1.A on **[date]**, they had 60 days from the effective date of their appointment to enroll in an FEHBP plan.
10. Article 17, Section 6 of the National Agreement grants the union the right to address new employees during any employment orientation prior to the employee being provided health benefit enrollment forms. Article 17, Section 6 states in part:

Health benefit enrollment information and forms will not be provided during orientation until such time as a representative of the Union has had an opportunity to address such new employees.

11. The national parties have agreed that the NALC shall have the right to discuss the available NALC Health Benefit Plans during orientation. This joint understanding is found in the explanation of Article 17, Section 6 on page 17-9 of the JCAM, which states in part:

The union will also be provided an opportunity to discuss and address the NALC Health Benefit Plans available to career employees, pursuant to Article 17.6, when a CCA becomes a career employee.

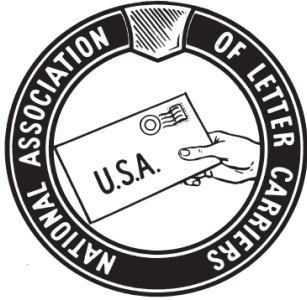
Contentions:

1. The union contends that management converted Letter Carrier [name] to a career position and failed to provide the new career orientation on their first day of official duty as required by Section 715.2 of the ELM.
2. The union contends prior to their conversion to career status, Letter Carrier **[name]** was a CCA; therefore, they are considered a new employee as defined by Section 715.2 of the ELM.
3. The union contends that this orientation is of the utmost importance as it explains to the newly appointed career employee their benefits. These include benefits such as annual and sick leave, Thrift Savings Plan (TSP), Federal Employee Health Benefits Plans (FEHBP), Federal Employee Group Life Insurance (FEGLI), and Flexible Spending Account (FSA).
4. Some benefits, such as FEHBP, FEGLI, and FSA, have a 60-day enrollment period for a new career employee as established in Section 524.21 of the ELM. Due to management's failure to provide Letter Carrier **[name]** the new career employee orientation on their first day of official duty, this employee was unaware of these time limits. Ultimately, the employee was not given the full timespan to make a proper determination and/or enroll in their preferred benefits that are required to be submitted within 60 days of their career appointment. Management's failure to provide the required orientation **[led/could have led]** Letter Carrier **[name]** to miss the requisite time frame to enroll in benefits. Missing the deadline to enroll **[caused/could have caused]** the employee significant harm by depriving them of their benefits until the next open season.
5. The union further contends the grievant's statement affirmed management violated Article 17, Section 6 of the National Agreement. The parties have agreed that the union will be provided the opportunity to address new CCAs who become career employees. Management's failure to abide by the language in Section 715.2 of the ELM has prohibited the union from discussing the NALC Health Benefit Plans offered to career employees.

Remedy (block 19 of PS Form 8190):

1. That management cease and desist violating Article 17 of the National Agreement along with Section 715.2 of the ELM via Article 19 of the National Agreement.

2. That the grievant be provided with career employee orientation in accordance with Section 715.2 of the ELM as soon as administratively possible.
3. That the grievant be given 60 days from the date of their career orientation to review, enroll, and/or make any necessary changes to any previously selected career employee benefits plan option(s).
4. That the grievant(s) be made whole for any lost benefits and expenses incurred due to not being able to select a plan and/or option in a timely manner.



National Association of Letter Carriers Request for Information

To: _____
(Manager/Supervisor)

Date _____

_____,
(Station/Post Office)

Pursuant to Articles 17 and 31 of the National Agreement, I am requesting the following information to investigate a grievance concerning a violation of Articles 17 and 19:

1. Copies of any PS Forms 50 related to conversion to career status of Letter Carrier **[name]**.
2. Copies of any written communication from the Postal Service to Letter Carrier **[name]** regarding their conversion to career status.

I am also requesting time to interview the following individuals:

1. **[Name]**
2. **[Name]**
3. **[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,

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: _____