

**This grievance starter only applies to Installations of 200 or more work years. If you do not know if your Installation is classified as a 200 work year office, contact your National Business Agent**

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

### Issue Statement (Block 15 of PS Form 8190):

Did Management at the [Installation] violate Article 7, Section 3.A of the National Agreement by failing to convert PTF Letter Carrier(s) [Name(s)] to full-time status in a timely manner, and if so, what should the remedy be?

### Union Facts and Contentions (Block 17 of PS form 8190)

#### Facts:

1. The [Installation] is an Installation with 200 or more work years.
2. At present, there are [#] Full-Time Letter Carriers and [#] PTF Letter Carriers working in the [Installation]. The percentage of Full-Time Letter Carriers is [%]. These facts are verified by the current seniority list for the [Installation] included in the case file.
3. In accordance with the Memorandum of Understanding (MOU) Re: City Carrier Assistants – Conversion to Career Status, the following Letter Carriers were converted to part-time flexible career status on the following dates:

#### [List PTFs and the dates they were converted]

4. More than 52 weeks has passed since the Letter Carriers listed above were converted to PTF; therefore, these Letter Carriers should be counted in the ratio contained in Article 7, Section 3.A.
5. The [Installation] Installation has fallen below the 88% full-time employment guaranteed by Article 7, Section 3.A of the National Agreement.
6. Letter Carrier(s) [Name(s)] is/are the Senior PTF Letter Carrier(s) in the [Installation]. This/These facts are verified by the seniority list included in the case file.
7. Management has not converted Letter Carrier(s) [Name(s)] from PTF to full-time status in a timely manner.
8. Article 7, Section 3.A of the National Agreement states:

*A. The Employer will staff at least one full-time regular city letter carrier per one full-time regular city letter carrier route, as defined in Article 41.1.A.1, plus each Carrier Technician position;*

*however, the Employer's obligation shall not exceed a ratio of 1.18 full-time regular city letter carriers per full-time city letter carrier routes. As long as part-time flexible employees remain on the rolls, the Employer shall staff all postal installations which have 200 or more workyears of employment in the regular work force as of the date of this Agreement with 88% full-time employees in the letter carrier craft.*

## **Contentions:**

1. Management violated Article 7, Section 3.A of the National Agreement by failing to convert PTF Letter Carrier(s) **[Name]** to full-time status in a timely manner.
2. Management's failure in this regard has caused significant harm to PTF Letter Carrier(s) **[Name(s)]** in the form of lost wages and benefits.
3. Article 7, Section 3.A of the JCAM sets out the remedy for violations of this provision:

*Any installation with 200 or more man years of employment in the regular workforce which fails to maintain the staffing ratio in any accounting period, shall immediately convert and compensate the affected part-time employee(s) retroactively to the date which they should have been converted as follows:*

*A. Paid the straight time rate for any hours less than 40 hours (five 8 hour days) worked in a particular week.*

*B. Paid the 8 hour guarantee for any day of work beyond five (5) days.*

*C. If appropriate, based on the aforementioned, paid the applicable overtime rate.*

*D. Further, the schedule to which the employee is assigned when converted will be applied retroactively to the date the employee should have been converted and the employee will be paid out-of-schedule pay.*

*E. Where application of Items A-D above, shows an employee is entitled to two or more rates of pay for the same work or time, management shall pay the highest of the rates.*

4. Letter Carriers converted to PTF in accordance with the MOU Re:  
Conversion to Career Status – City Carrier Assistants are only counted in

the ratio contained in Article 7, Section 3.A until they have 52 weeks of service credit as a PTF. The Letter Carriers listed below have all served at least 52 weeks of service as a PTF:

**[list names of PTFs with 52 weeks of service]**

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

1. That PTF Letter Carrier(s) **[Name(s)]** each be immediately converted to Full-Time status.
2. That Letter Carrier(s) **[Name(s)]** each be paid the straight time rate for any hours less than 40 hours (five 8 hour days) retroactively to the date which they should have been converted.
3. That Letter Carrier(s) **[Name(s)]** each be paid the 8 hour guarantee for any day of work beyond 5 days.
4. That Letter Carrier(s) **[Name(s)]** each be paid at the applicable overtime rate based on items 2 and 3 above.
5. That the schedule Letter Carrier(s) **[Name(s)]** is assigned to when converted be applied retroactively to the date that Letter Carrier(s) **[Name(s)]** should have been converted and Letter Carrier(s) **[Name(s)]** be paid out of schedule pay for all hours worked out of the scheduled assigned.
6. Where Items 1 – 5 above show that Letter Carrier(s) **[Name(s)]** is/are entitled to two or more rates of pay for the same work or time, that management shall pay the highest of the rates.
7. 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.
8. 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 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.*

2. 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.*

3. 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, Section 3.A 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.
2. The Union contends that Management has had prior cease and desist directives to stop violating Article 7, Section 3.A. 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 this point.

**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.



## 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 7:

1. A copy of the current seniority list for the **[Installation]**.
2. A copy of the current USPS HQ work year report.

I am also requesting time to interview the following individuals:

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

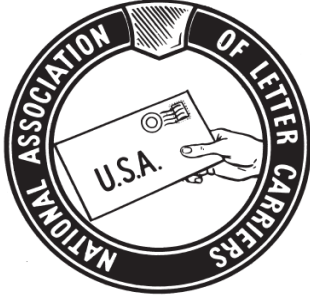
Your cooperation in this matter will be greatly appreciated. If you have any questions concerning this request, or if I may be of assistance to you in some other way, please feel free to contact me.

Sincerely,

\_\_\_\_\_  
Request received by: \_\_\_\_\_

Shop Steward  
NALC

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



## National Association of Letter Carriers Request for Steward Time

To: \_\_\_\_\_  
(Manager/Supervisor)

Date \_\_\_\_\_

\_\_\_\_\_  
(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: \_\_\_\_\_