

Local Grievance # _____

Issue Statement (Block 15 of PS Form 8190):

Did management violate Article 7, Section 3.C of the National Agreement and Memorandum of Understanding (MOU) *Re: Maximization/Full-time Flexible – NALC* by failing to convert the senior Part-Time Flexible(s) (PTF) to Full-Time Flexible (FTF) 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. PTF Letter Carrier(s) **[name]** is/are the senior PTF Letter Carrier(s) in the **[Station/Post Office]**. This is documented by the seniority list in the case file.
2. The Union has provided TACS Employee Everything Reports for PTF Letter Carrier(s) **[name]** for the time period of **[date]** through **[date]**. The Union created a chart showing the hours worked on a daily basis by PTF Letter Carrier(s) **[name]**.

Contentions:

1. The MOU *Re: Maximization/Full-time Flexible – NALC* states:

“Re: Maximization/Full-time Flexible - NALC

Where a part-time flexible has performed letter carrier duties in an installation at least 40 hours a week (8 within 9, or 8 within 10, as applicable), 5 days a week, over a period of 6 months (excluding the duration of seasonal periods on seasonal routes, defined in Article 41, Section 3.R of the National Agreement), the senior part-time flexible shall be converted to full-time carrier status.

This criteria shall be applied to postal installations with 125 or more man years of employment.

It is further understood that part-time flexibles converted to full-time under this criteria will have flexible reporting times, flexible nonscheduled days, and flexible reporting locations within the installation depending upon operational requirements as established on the preceding Wednesday.

The parties will implement this in accordance with their past practice.”

2. Letter Carrier **[name]** has met the criteria outlined in the MOU Re: *Maximization/Full-time Flexible – NALC* quoted above.
3. The following language appears in the JCAM concerning potential conversions to FTF:

“By tracking of 39 hours rather than 40 hours each service week, the parties recognized that a conversion should be made if the PTF missed the 40 hours by only minutes on a day or days during the service week.

In addition, local management may examine whether approved leave was used solely to reach the triggering level of hours worked during any of the service weeks during the six-month period.”

4. The above language states that management may examine whether approved leave was used solely to reach the triggering number of hours.

The word solely is defined as follows:

sole·ly [sól lee]
adv

only: for nothing other than

This means that the leave would have had to have been used for nothing other than to trigger the number of hours needed to meet the criteria in the FTF MOU.

5. All leave used by PTF Letter Carrier(s) **[name]** was used for either recreational or personal reasons (AL) or incapacitation or undergoing medical or dental treatment (SL). All annual leave and sick leave requests were approved in advance.
6. The Union has provided copies of the PS Forms 3971 used by Letter Carrier **[name]** to request annual and sick leave. The chart below was created by the Union to examine these annual/sick leave requests:

Leave Date	Number of Hours	Date Requested	Date Approved	Page where copy of 3971 appears in Case File

7. There was no leave taken during the six-month period covered by this grievance that would cause an interruption of the six-month qualifying period under the MOU *Re: Maximization/Full-time Flexible – NALC*.
8. Letter Carrier **[name]** should have been converted to FTF status no later than **[date]**. As a full-time employee, Letter Carrier **[name]** should have been paid for all holidays thereafter.

Remedy (Block 19 of PS Form 8190):

1. That PTF Letter Carrier **[Name]** be immediately converted to Full-Time Flexible status.
2. That Letter Carrier **[name]** be given the opportunity to sign or decline to sign the Overtime Desired List for the current quarter upon conversion to FTF.
3. That Letter Carrier **[name]** be paid a lump sum of 8 hours holiday pay for each holiday that occurred between the date the conversion to FTF should have been made and the date of actual conversion.
4. 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.
5. 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 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. 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.



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. Copies of TACS Employee Everything Reports for PTF Letter Carrier(s) **[name(s)]** for the period of **[date]** to **[date]**.
2. Copies of any and all PS Forms 3971 for all leave used by PTF Letter Carrier(s) **[name(s)]** for the period of **[date]** to **[date]**.
3. PS Forms 3972 for the last two calendar years for PTF Letter Carrier(s) **[name(s)]**.
4. Current letter carrier seniority roster for the **[Station/Post Office]** Installation.

I am also requesting time to interview the following individuals:

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

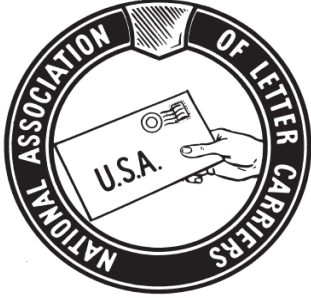
Your cooperation in this matter will be greatly appreciated. If you have any questions concerning this request, or if I may be of assistance to you in some other way, please feel free to contact me.

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: _____

