

Local Grievance # _____

Issue Statement (Block 15 on PS Form 8190):

1. Did management violate Articles 7, 8 and 12 of the National Agreement by excessing Non-Traditional Full-Time (NTFT) Clerk **[clerk's name]** into a Full-Time Letter Carrier Craft position at the **[Installation name]** Installation, and if so, what should the remedy be?
2. Did management violate Article 15 of the National Agreement by failing to comply with Arbitrator Nolan's national award, Q06N-4Q-C 12114440, and if so, what should the remedy be?

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

Facts:

1. NTFT Clerk **[clerk's name]** was involuntarily transferred to a full-time position in the Letter Carrier Craft in the **[Installation name]** Installation effective **[date]**.
2. NTFT Clerk **[clerk's name]** did not work a schedule of 8 hours within 9 (or 10), 5 days a week in the Clerk Craft prior to being excessed into the Letter Carrier craft. This point is documented by the TACS Employee Everything Reports and the clerk craft work schedule for NTFT Clerk **[clerk's name]**.
3. Article 7, Section 1 of the National Agreement defines full-time and part-time employees as follows:

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.*

4. Article 8, Section 1 of the national Agreement defines the work week of a full-time employee as follows:

Section 1. Work Week

The work week for full-time regulars shall be forty (40) hours per week, eight (8) hours per day within ten (10) consecutive hours, provided, however, that in all offices with more than 100 full-time employees in the bargaining units the normal work week for full-time regular employees will be forty hours per week, eight hours per day within nine (9) consecutive hours. Shorter work weeks will, however, exist as needed for part-time regulars.

5. Article 12, Section 5.D covers excessing of part-time regular employees:

D. Part-Time Regular Employees

Part-time regular employees assigned in the craft units shall be considered to be in a separate category. All provisions of this Section apply to part-time regular employees within their own category.

6. The tripartite MOU Re: Articles 7, 12, and 13 – Cross Craft and Office Size reads as follows:

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS,
AFL-CIO**

Re: Article 7, 12 and 13 - Cross Craft and Office Size

- A. *It is understood by the parties that in applying the provisions of Articles 7, 12 and 13 of this Agreement, cross craft assignments of employees, on both a temporary and permanent basis, shall continue as they were made among the six crafts under the 1978 National Agreement.*
- B. *It is also agreed that where this Agreement makes reference to offices/facilities/installations with a certain number of employees or man years, that number shall include all categories of bargaining unit employees in the office/facility/installation who were covered by the 1978 National Agreement.*

Date: August 19, 1995

7. On February 16, 2014 Arbitrator Nolan awarded the following language in national arbitration award Q06N-4Q-C 12114440:

“The Postal Service may not reassign into a full-time carrier position any clerk craft employee who does not meet the definition of full-time employee specified in the Postal Service’s agreement with the NALC.”

This is documented with a copy of the award included in this grievance file.

Contentions:

1. NTFT Clerk **[clerk’s name]**’s work schedule does not meet the definition of a full-time employee in the National Agreement between the USPS and the NALC. Therefore he/she was not eligible to be excessed into a Full-Time Letter Carrier position in the **[Installation name]** Installation.
2. NTFT Clerk **[clerk’s name]**’s position meets the definition of part-time regular in the National Agreement. Therefore, this particular clerk may only be excessed into a Part-Time Regular Letter Carrier position pursuant to Article 12.5.D.
3. In the 1995 MOU *Re: Articles 7, 12, and 13 – Cross Craft and Office Size*, USPS, NALC, and APWU agreed that cross assignments under Article 12 would continue as they were made in 1978. Excessing NTFT Clerk **[clerk’s name]** to a Full-Time Letter Carrier Craft position clearly violates this MOU.
4. Management violated the cited contractual provisions by excessing NTFT Clerk **[clerk’s name]** to a Full-Time Letter Carrier Craft position.
5. Management violated Article 15 of the National Agreement by failing to comply with Arbitrator Nolan’s national award, Q06N-4Q-C 12114440 when they excessed Non-Traditional Full-Time (NTFT) Clerk **[clerk’s name]** into a Full-Time Letter Carrier Craft position at the **[Installation name]** Installation.

Remedy (Block 19 on PS Form 8190):

1. That management cease and desist violating Articles 7, 8 and 12 of the National Agreement when excessing into the Letter Carrier Craft in the **[Installation name]** Installation.
2. That NTFT Clerk **[clerk’s name]** be returned to the clerk craft immediately.
3. That management pay one hour at the overtime rate of pay for each and every hour worked by NTFT Clerk **[clerk’s name]** in the Letter Carrier Craft since

his/her arrival to the **[Installation name]** Installation and continuing until he/she is returned to the clerk craft. The Union requests that this money be equally divided amongst the Letter Carrier Craft employees in the **[Installation name]** Installation.

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 15.3.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 15.3.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 Articles 7, 8, 12 and/or 15 of the National Agreement.

Contentions:

1. Management violated Article 15.3.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 Articles 7, 8, 12 and/or 15. 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 Articles 7, 8, 12 and 15:

1. Copies of weekly work schedule for NTFT Clerk **[name]** from the **[Installation name]** Installation for the six weeks prior to him/her being excessed.
2. Copies of TACS Employee Everything Reports for NTFT Clerk **[name]** from the **[Installation name]** Installation for the six weeks prior to him/her being excessed.
3. Copies of TACS Employee Everything Reports for former NTFT Clerk **[name]** for the period since he/she was excessed into the Letter Carrier Craft in the **[Installation name]** Installation until present.

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: _____
(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: _____