

Local Grievance # _____

Issue Statement (Block 15 of PS Form 8190):

Did management violate Article 7.1.C.3 of the National Agreement and the jointly developed Questions and Answers, 2011 USPS/NALC National Agreement (M-01833) by hiring city carrier assistant(s) **[name(s)]** for a term of less than 360 days, and if so, what should the remedy be?

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

Facts:

1. City carrier assistant (CCA) **[name(s)]** was hired in accordance with Article 7.1.C of the National Agreement on **[date(s)]** at the **[Installation name]** Installation. This is documented with the PS Form(s) 50 *Notification of Personnel Action* included in the case file.
2. CCA(s) **[names]** 360-day term was due to expire on **[date(s)]**. This is documented with the PS Form(s) 50 *Notification of Personnel Action* included in the case file.
3. Management at the **[Installation name]** Installation placed CCA(s) **[name(s)]** on a five (5) day break in service prior to the expiration of his/her 360-day term on **[date(s)]**. This is documented with work schedules and Employee Everything Reports included in the case file.
4. CCA(s) **[name(s)]** was not completing a 360 day term from the beginning of a transitional employee appointment. This is documented with the PS Form(s) 50 *Notification of Personnel Action* included in the case file.

Contentions:

1. Management violated the 2011-2016 national agreement when they hired CCA(s) **[name(s)]** at the **[Installation name]** Installation for a term of less than 360 days. Article 7.1.C.3 reads:

City carrier assistants shall be hired pursuant such procedures as the employer may establish. City Carrier Assistants shall be hired for terms of 360 calendar days and will have a break in service of 5 days between appointments.

2. The jointly developed Questions and Answers, 2011 USPS/NALC National Agreement also addresses length of appointment. It reads:

13. May a CCA employed under Article 7.1.C.1 or Article 7.1.C.2 be appointed to a term of less than 360 days?

No. The only exception is when a transitional employee is hired as a CCA after a one day break during implementation of the 2011 National Agreement. In such case, the total period between the beginning of the transitional employee appointment and the end of the initial CCA appointment is 360 calendar days.

3. CCA(s) **[name(s)]** was placed into a five (5) day break in service on **[date]** prior to the expiration of his/her 360 day term instead of at the end of his/her appointment on **[date]**. .

Remedy (Block 19 of PS Form 8190):

1. Management at the **[Installation name]** Installation will cease and desist hiring CCAs for periods of less than 360 days.
2. CCA(s) **[name(s)]** will be made whole for all lost wages and benefits.
3. CCA(s) **[name(s)]** PS Form(s) 50 *Notification of Personnel Action* shall be appropriately documented.
4. Any other remedy the Step B team or an arbitrator deems appropriate.



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. Copy of all PS Form(s) 50 *Notification of Personnel Action* for CCA(s) **[name(s)]**.
2. Copy of all Employee Everything Reports (TACS) for CCA(s) **[name(s)]** for his/her most recent two appointments.
3. Copies of work schedules for two weeks prior to CCA(s) **[name(s)]** five (5) day break in service and two weeks following that break in service.
4. Copies of all correspondence related to the appointment(s) of CCA(s) **[name(s)]**.

I am also requesting to interview the following CCA(s):

1. **[name(s)]** at the **[Installation name]** Installation.

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: _____