

## Sample grievance #

## Maximization

**Issue Statement:** Did the Employer violate Contractual provisions, including but not limited to, Articles 3 and 7 of the Collective Bargaining Agreement by failing to maximize the number of full-time employees and minimize the number of part-time employees, by failing to create an additional full-time assignment? If so, what is the remedy or what shall be the remedy?

### Article 7.3.C

A part-time flexible employee working eight (8) hours within ten (10), on the same five (5) days each week and the same assignment over a six month period will demonstrate the need for converting the assignment to a full-time position.

**Demonstration of Regular Schedule and Assignment.** A PTF carrier working a regular schedule meeting the criteria of Article 7.3.C on the same assignment for six months demonstrates the need to convert the duties to a full-time assignment. The six months must be continuous. Step 4, H7N-3W-C 27937, April 14, 1992 (M-01069). Time spent on approved paid leave does not constitute an interruption of the six month period, except where the leave is used solely for purposes of rounding out the workweek when the employee otherwise would *not* have worked. Step 4, H7N-2A-C 2275, April 13, 1989 (M-00913). Where the Local Memorandum of Understanding provides for rotating days off, a PTF employee who works the same rotating schedule, eight hours within ten, five days each week on the same uninterrupted temporarily vacant duty assignment over a six-month period has met the criteria of Article 7.3.C. of the National Agreement (see Step 4, A94 N-4A-C 97040950, January 7, 2000 M-01398).

### **M-01398 Pre-Arbitration Settlement A94N-4A-C 97040950, January 7, 2000**

The issue in these grievances is whether the time worked over a six month period by a PTF letter carrier on an “opt” pursuant to Article 41.2.B.4, with rotating non-scheduled days, demonstrates the need for converting the assignment to a full-time position pursuant to Article 7.3.C. After reviewing this matter, the parties mutually agreed that this case requires the application of Arbitrator Richard Mittenthal’s July 28, 1985 decision in case No. H1N-2B-C 4314. Accordingly, the fact that the entire six month period was spent on one “hold-down” assignment is not an exception to the maximization provisions of Article 7.3.C of the National Agreement.

We further agreed that in offices where the Local Memorandum of Understanding provides for rotating days off, a PTF employee who works the same rotating schedule, eight hours within ten, five days each week on the same uninterrupted temporary vacant duty assignment over a six month period has met the criteria of Article 7.3.C. of the National Agreement.

**Article 7.3.A** 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

**REMEDY:** Maximize the number of full-time employees and minimize the number of part-time employees, by creating an additional full-time assignment. (Promote top seniority PTF to regular)