

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

### Issue Statements (Block 15 of PS Form 8190)

1. Did Management violate Article 15 of the National Agreement and M-01517 by failing to comply with the Memorandum of Understanding, *Re: Full-time Regular Opportunities – City Letter Carrier Craft* at the **[Installation name]** Installation, and if so, what should the remedy be?
2. Did management violate Article 12, Sections 4 and/or 5 of the National Agreement by withholding Carrier Technician Job # **[job #]** consisting of Routes **[route #s]**, and if so, what should the remedy be?

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

#### Facts:

1. Carrier Technician assignment(s) covering route(s) **[route #(s)]** was/were vacated, posted for bid, and became a residual vacancy(s) in the **[Installation name]** Installation on **[date]**. This is documented with the award posting(s) for the **[Installation name]** Installation included in the case file.
2. The Memorandum of Understanding *Re: Full-time Regular Opportunities – City Letter Carrier Craft* lays out a specific pecking order in which residual vacancies are to be filled.
3. Article 12, Section 5.B.9 of the National Agreement states:

*“Article 12.5.B.9. The minimum qualification standards for Carrier Technician positions include one year of experience as a city carrier and either successful completion of a four-year high school curriculum, or a second year of postal experience. If employees from other crafts do not meet this requirement, they may not be excessed into Carrier Technician positions....”*

Article 12.5.C.5a(4), and 12.5.C.b(2) all require that when employees are excessed into another craft, they must meet the minimum qualifications for the position. The minimum qualification standards for Carrier Technician positions include one year of experience as a city letter carrier. These

contractual provisions are explained in Article 12 of the Joint Contract Administration Manual (JCAM) as follows:

*“Management may not withhold Carrier Technician Positions in anticipation of excessing employees from another craft. Article 12.5.B.9, 12.5.C.5a(4) and 12.5.C.b(2) require that when employees are excessed into another craft, they must meet the minimum qualifications for the position. The minimum qualification standards for Carrier Technician positions include one year of experience as a city carrier (See Qualification Standards for Carrier Technician-Level 6: 2310-02). Clerks cannot meet the minimum requirements positions except when former letter carriers will be excessed back into the letter carrier craft...Management may not withhold letter carrier positions in anticipation of excessing employees from lower level positions. The provisions of Article 12.5.C.5a(4) & 12.5.C.5.b(2) specifically require that when excess employees are excessed to other crafts it must be to positions in the same or lower level.”*

4. Article 12 requires management to take normal attrition in account prior to excessing employees. The explanation in Article 12 of the JCAM states in relevant part:

***Number of Withheld Positions.*** *Management may not withhold more positions than are reasonably necessary to accommodate any planned excessing. Article 12.5.B.2 only authorizes management to withhold “sufficient ... positions within the area for full-time and part-time flexible employees who may be involuntarily reassigned.”*

*There are no blanket rules that can be used to determine whether management is withholding an excessive number of positions, or withholding positions for longer than necessary. Rather, each situation must be examined separately based upon local fact circumstances. Generally, this involves calculating the number of positions that will be reduced, the length of time over which the reductions will occur and then determining whether the reductions will occur faster than can be accommodated by normal attrition.*

5. Article 12, Section 4.A, which is applicable to all excessing situations, requires that the dislocation and inconvenience to employees in the regular work force must be kept to a minimum. It states:

***Article 12, Section 4.A.*** *This section is applicable to all excessing situations. It states the general rule, repeated in Article 12.5.B.1, that*

*dislocation and inconvenience to employees in the regular work force must be kept to a minimum.*

6. When reducing the number of full-time employees other than by attrition, management is required to follow the “pecking order” found in Article 12 of the JCAM as follows:

*When management needs to reduce the number of employees in an installation other than by attrition, the following applies:*

- *Management must seek to excess employees to another craft in the same installation under the provisions of Article 12.5.C.5.a(4).*
- *Then, management must seek to excess employees to the same craft in another installation under the provisions of Article 12.5.C.5.b(1).*
- *Finally, management may then seek to excess employees to another craft in another installation under the provisions of Article 12.5.C.5.b(2).*

*For example, it is a violation for management to excess a clerk to the carrier craft in another installation under the provisions of Article 12.5.C.5.b(2) when it could instead have excessed the clerk to a clerk craft position in another installation under the provisions of Article 12.5.C.5.b(1).*

7. The contractual violations associated with the instant grievance are ongoing. Therefore, there can be no successful claim that this grievance is filed untimely. This fact is supported by National Arbitrator Richard Mittenthal’s award in cases H1N-5D-C-297, H1N-5A-C-22078 and H1N-5A-C-2369.

## **Contentions:**

1. There are no legitimate withholding/excessing events where the withholding radius for Carrier Technician or Level 7 and above jobs reaches the **[Installation name]** Installation.
2. Management violated the Memorandum of Understanding *Re: Full-time Regular Opportunities – City Letter Carrier Craft* at the **[Installation name]** Installation when they failed to fill the residual vacancy(s) associated with this grievance in accordance with the memorandum.
3. Management’s failure/delay in this regard has caused significant harm to the Letter Carrier(s) who should have been placed into these residual vacancies in the **[Installation name]** Installation in the form of wages and benefits including,

but not limited to seniority, sick leave, TSP contributions, the right to sign/decline to sign the overtime desired list, the right to bid on vacant assignments, etc.

4. Management is without contractual authority to withhold Carrier Technician positions for employees from other crafts absent (as here) documentation that there are employees in the same or higher level that have at least one-year experience as a city letter carrier.
5. Withholding is only proper when dislocations to employees are reasonably expected to occur. This principle is explained in Article 12 of the JCAM:

*“**Number of Withheld Positions.** Management may not withhold more positions than are reasonably necessary to accommodate any planned excessing. Article 12.5.B.2 only authorizes management to withhold “sufficient...positions within the area for full-time and part-time flexible employees who may be involuntarily reassigned.”*

*“There are no blanket rules that can be used to determine whether management is withholding an excessive number of positions, or withholding positions for longer than necessary. Rather, each situation must be examined separately based upon local fact circumstances...”*

6. A review of the local fact circumstances in this situation conclusively shows there is no legitimate basis for Carrier Technician job(s) being withheld in the **[Installation name]** Installation. Even if the Postal Service had documentation not yet reviewed by the union showing legitimate withholding events, there would have to be five full-time assignments abolished before one Carrier Technician job would be eliminated. This is true because each Carrier Technician job consists of five routes. When you look at the number of Carrier Technician jobs being withheld in the **[District name]** District and the **[Postal Area name]** Area as a whole, it becomes plain to see that there is no legitimate reason to withhold/continue to withhold the full-time positions at issue here.
7. Management has failed to furnish any documentation/data showing they have taken attrition at the **[Installation name]** Installation into account.
8. Article 12 Section 4.A requires that the dislocation and inconvenience to employees in the regular work force must be kept to a minimum. The union contends management’s failure to terminate and/or reduce PSE clerk hours in the **[Installation name]** Installation prior to excessing full-time clerk(s) violates this principle. This is documented with the workhour impact report attached to this grievance.

9. Article 12 Section 4.A requires that the dislocation and inconvenience to employees in the regular work force must be kept to a minimum. The union contends management's failure to reduce clerk overtime hours in the **[Installation name]** Installation prior to exceeding full-time clerk(s) violates this principle. This is documented with the workhour impact report attached to this grievance.
10. Management violated Article 12 Section 5 of the National Agreement when they withheld city letter carrier assignments in the **[Installation name]** Installation for full-time clerks exceeded outside of their installation when there are vacant full-time clerk positions outside the installation available.
11. There is a nexus between Human Resources at the Area Level as it relates to withholding and hiring in the Postal Service as this is the department that authorizes withholding while controlling hiring and conversion decisions through their complement committees. These policies, once created, are passed down to the District Level and implemented through Labor Relations at both levels. The Article 12 and Article 15 violations demonstrated in the instant case are both intentional and flagrant. Therefore, they must be considered egregious.
12. The Article 12 and Article 15 violations (conclusively demonstrated in the case at bar) create harm in several ways to every Letter Carrier craft employee and manager in the **[Installation name]** Installation. By delaying the promotion and hiring of new Letter Carriers, all current Letter Carriers are harmed by forced overtime, working mandatory non-scheduled days and long hours that take away time from their families, etc. Managers are harmed by being burdened with running a day-to-day operation without the proper number of Letter Carriers while being expected to reach unrealistic and unattainable goals at the same time. Last, and certainly anything but least, our customers are harmed by being denied the dependable service they pay for due to the shortage of manpower. Should this case be decided in arbitration, the union will offer testimony to demonstrate the harm as explained above.

### **Remedy (Block #19 on PS Form 8190):**

1. That management immediately comply with the procedures for filling residual full-time regular City Letter Carrier duty assignments established in the Memorandum of Understanding *Re: Full-time Regular Opportunities – City Letter Carrier Craft* at the **[Installation name]** Installation.
2. That management cease and desist from future violations of the Memorandum of Understanding *Re: Full-time Regular Opportunities – City Letter Carrier Craft* at the **[Installation name]** Installation.

3. Management cease and desist violating Article 12 and Article 15 of the National Agreement.
4. That Letter Carrier(s) **[Name], [Name], and [Name]** be made whole for any/all lost wages and/or benefits including but not limited to their seniority date being adjusted to reflect the career seniority they should have accumulated toward serving a probation period, accrued leave, TSP contributions, the right to sign/decline to sign the overtime desired list, bidding rights, etc.
5. 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.
6. 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 is the appropriate remedy?

### **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 12 and/or 15 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.
4. The Union contends that Management has had prior cease and desist directives to stop violating Articles 12 and/or 15 of the National Agreement.

2. 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 12 and 15:

1. Any and all documentation used by management to support the decision to withhold Carrier Technician **[job ID #s]** consisting of Route(s) **[route #s]**.
2. A list of all level 7 and above clerks with one-year letter carrier experience that management is planning to excess into Carrier Technician positions in the **[Installation name]** Installation.
3. Award postings for Route(s) **[Route #] (Job ID #s)** at the **[Installation]**.
4. Workhour Impact Report for the **[Installation]**.
5. Any and all attrition information the Postal Service took into account prior to withholding Letter Carrier positions.
6. A copy of the PSE Overtime Alert Report from **[Dates]** for the **[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,

\_\_\_\_\_  
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: \_\_\_\_\_