

Local Grievance # _____

Issue Statements (Block 15 of PS Form 8190):

1. 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?
2. Did Management violate the Memorandum of Understanding (MOU) *Re: Full-time Regular Opportunities – City Letter Carrier Craft* at the **[Installation name]** Installation, and if so, what should the remedy be?

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

Facts:

1. Carrier Technician job# **[job #]** was vacated, posted for bid, and became a residual vacancy in the **[Installation name]** Installation on or about **[date]**. This job is currently being withheld. This is documented with the award posting for the **[Installation name]** Installation included in the case file.
2. Management has failed to take the appropriate actions to convert the senior PTF Letter Carrier(s) in the **[Installation name]** Installation to full-time status in a timely manner.
3. 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.
4. 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.
5. The **[Area name]** Area has withheld **[#]** Q-2 positions. The case file demonstrates that **[#]** of those positions are within the **[District name]** District.
6. Article 12, Sections 5.B.9, 5.C.5a(4) and 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.”

The explanation in Article 12 of the JCAM goes on to state in relevant part:

*“**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....”*

7. The MOU Re: *Full-time Regular Opportunities – City Letter Carrier Craft* provides the following:

1. *Full-time regular opportunities defined above will be filled within 28 days of becoming available in the following order:*
 - a. *if the opportunity is a residual vacancy(s), assignment of an unassigned full-time regular or full-time flexible city letter carrier in the same installation*
 - b. *conversion to full-time regular status of a part-time flexible city letter carrier in the same installation pursuant to Article 41.2.B.6(b) of the collective bargaining agreement*

Contentions:

1. 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.

2. Management violated Article 12, Sections 4 and 5 of the National Agreement by continuing to withhold the Carrier Technician job(s) associated with the instant case.
3. Management violated the Memorandum of Understanding, *Re: Full-time Regular Opportunities – City Letter Carrier Craft* by not taking action to convert the senior PTF(s) in the **[Installation name]** Installation from PTF to full-time status within 28 days of the date the residual vacancy became available.
4. Management's failure in this regard has caused significant harm to the senior PTF(s) in the **[Installation name]** Installation in the form of missed holidays, scheduled off days, the right to sign/decline to sign the OTDL, the right to bid on vacant assignments, etc.
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 (which they don't) 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 **[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. The purpose of continuing to withhold Carrier Technician positions in the **[Postal Area name]** Area is not to protect full-time employees from being displaced in accordance with the National Agreement. Rather, the real purpose of initiating and/or continuing improper withholding (as clearly demonstrated in the instant

case) is to delay/deny PTF conversions, delay/deny hiring letter carriers, and thereby intentionally under-staff offices.

8. 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 violation demonstrated in the instant case are known, flagrant, and repetitive, and therefore, must be considered egregious.
9. The Article 12 violation (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.
10. The remedy requested for the senior PTF(s) involved in the case at bar is justified and warranted due to the failure/delay in conversion to full-time status and to create an incentive for management to comply with the National Agreement.

Remedy (Block 19 of PS Form 8190):

1. That management cease and desist violating Article 12 of the National Agreement and the MOU *Re: Full-time Regular Opportunities – City Letter Carrier Craft*.
2. That the practice of failing to convert PTFs into residual Carrier Technician positions in the **[Installation name]** Installation be discontinued immediately.
3. That PTF(s) **[Name], [Name], and [Name]** in the **[Installation name]** Installation be converted to full-time status immediately, and once converted, be allowed the opportunity to sign/decline to sign the OTDL.
4. That PTF(s) **[Name], [Name], and [Name]** in the **[Installation name]** Installation each be paid \$25.00 per calendar day from the filing date of this grievance until the senior PTF(s) in the **[Installation name]** Installation are converted to full-time status, or the senior PTF(s) in the **[Installation name]** Installation be paid a lump sum payment of \$1,000.00.

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.

MAKE THESE ARGUMENTS IF AND ONLY IF YOU ARE IN A 200 WORKYEAR OFFICE AND MANAGEMENT ARGUES THAT THEY ARE NOT REQUIRED TO CONVERT A PTF TO FULL-TIME BECAUSE THEY ALREADY HAVE 88% FULL-TIME EMPLOYMENT REQUIRED BY ARTCILE 7.3.A. THESE ARGUMENTS ARE NOT ADDITIONS AND CORRECTIONS, THEY SHOULD BE ADDED TO YOUR CONTENTIONS.

1. Management argues that Article 7 does not require the senior PTF be converted to full-time status because the **[Installation name]** Installation already has 88% full-time employment. The Union disagrees.
2. The provisions of Article 7 refer to creating and maximizing full-time positions. The Union is not requesting a position be created; the remedy requested is to promote the senior PTF(s) into an existing vacant position. Therefore, the 88% rule does not apply.

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 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.
2. The Union contends that Management has had prior cease and desist directives to stop violating Articles 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 12 and 19:

1. Any and all documentation used by management to support the decision to withhold Carrier Technician (T-6) **[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 (T-6) positions in the **[Installation name]** 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,

Shop Steward
NALC

Request received by: _____
Date: _____