

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 continuing to withhold Route(s) [route #(s)] (Job ID #(s) [Job ID #]), 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. City Route [route #] was vacated, posted for bid, and became a residual vacancy in the [Installation name] Installation on or about [date]. This is documented with the award posting(s) 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.
3. There are no legitimate withholding events where the radius of withholding 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 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 violated Article 12, Sections 4 and 5 of the National Agreement by continuing to withhold the full-time letter carrier position(s) associated with the instant case despite the fact that they are well aware that there isn't even a withholding event radius that reaches the **[Installation name]** Installation to examine.
2. Management violated the Memorandum of Understanding (MOU) *Re: Full-time Regular Opportunities – City Letter Carrier Craft* not converting 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..
3. 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.
4. Withholding is only proper when dislocations to employees are reasonably expected to occur. This principle is explained in Article 12 of the Joint Contract Administration Manual (JCAM) where it states:

***“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...”

5. A review of the “local fact circumstances” in this situation verifies the fact that there are no legitimate withholding event(s) that affect the **[Installation name]** Installation.
6. The purpose of continuing to withhold full-time letter carrier 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 in this case) is to

delay/deny PTF conversions, delay/deny hiring letter carriers, and thereby intentionally understaff offices.

7. 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 knowing, flagrant, and repetitive, and therefore must be considered to be egregious.
8. The Article 12 violation demonstrated in this case create harm to every letter carrier craft employee and manager in the **[Installation name]** Installation. These violations create harm in several forms. 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.
9. 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 is 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 PTF's into residual full-time Letter Carrier positions in the **[Installation name]** Installation in a timely fashion 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 beginning **[date]** and continuing each and every calendar day until the senior PTF(s) is/are converted to full-time status, or that each of 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 Route(s) **[route #(s)]** with job ID #s **[job ID #s]**.

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,

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,

Shop Steward
NALC

Request received by: _____
Date: _____