

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

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

Did management violate Article 12, Sections 4 and/or 5 of the National Agreement when they improperly excessed a clerk into the **[Installation name]** Installation and assigned them to City Route \_\_\_\_\_ **[Job ID #]**, and if so, what should the remedy be?

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

#### Facts:

1. City Route \_\_\_\_\_ **[Job ID #]** 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. Excessed clerk **[name]** began working on City Route \_\_\_\_\_ **[Job ID #]** on **[date]**. This is documented with the notification of reassignment letter included in the case file and a copy of the employee everything report for **[name]** on **[date]**.
3. Article 12 Section 4.A of the National Agreement establishes a “pecking order” for the reassignment of excessed employees. It reads in pertinent part:

**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 below, that dislocation and inconvenience to employees in the regular work force must be kept to a minimum. To accomplish this Article 12.5.C identifies the different circumstances under which excessing may occur and the correct procedures in each.*

*When an LMOU identifies sections for reassignments to the same craft within an installation as authorized by Article 30.B-18, the special rules provided for in Article 12.5.C.4.b apply.*

*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 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).*

4. Management placed excessed clerk **[name]** into the City Delivery Letter Carrier Craft at the **[Installation name]** Installation when vacant clerk craft assignment **[Job ID #]** was available at the **[Installation name]** Installation. This is documented by the award posting for **[Job ID #]** included in the case file.
5. There are no legitimate withholding events where the radius of withholding reaches the **[Installation name]** Installation.
6. Management has failed to take the appropriate actions to fill City Route \_\_\_\_\_ **[Job ID #]** in accordance with the National Agreement.
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. Management violated Article 12 of the National Agreement when City Route \_\_\_\_\_ **[Job ID #]** was improperly assigned to an excessed clerk **[name]** at the **[Installation name]** Installation.
2. The Union contends a residual clerk craft assignment **[Job ID #]** was available at the **[Installation name]** Installation in accordance with the 'pecking order' established in Article 12 of the National Agreement.
3. The Union contends vacant clerk craft assignment **[Job ID #]** is within 50 miles of the excessing installation, **[Installation name]**. This is documented with the mapquest inquiry included in this grievance.
4. Management failed to properly fill City Route \_\_\_\_\_ **[Job ID #]** in accordance with the National Agreement.

5. Management's failure in this regard has caused significant harm to the letter carrier not converted to full time regular status 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.
6. The remedy requested for the Letter Carrier 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 in the **[Installation name]** Installation.
2. That management cease and desist failing to fill residual vacancies in accordance with the National Agreement in the **[Installation name]** Installation
3. That Letter Carrier **[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 Letter Carrier **[name]** in the **[Installation name]** Installation be paid \$25.00 per calendar day beginning **[date]** and continuing each and every calendar day until converted to full-time status.
5. The Postal Service be instructed to issue a money order/write a check to the Muscular Dystrophy Association (MDA) in the amount of \$ **[# of Letter Carriers multiplied by \$25.00 per day]** (\$25.00 for each Letter Carrier in the **[Installation name]** Installation.
6. 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.
7. 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 15.3.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 15.3.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 Article 12 of the National Agreement.

### **Contentions:**

1. Management violated Article 15.3.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 Article 12. 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 Article 12:

1. Award posting for residual letter carrier assignment **[Job ID #]**.
2. Employee Everything Report for **[name]** for **[date]**.
3. Award posting for residual clerk assignment **[Job ID #]**.
4. Seniority roster for the **[Installation name]** Installation.
5. Relative standing roster for the **[Installation name]** Installation.
6. Most recent PS Form 50 for **[name]**.
7. Copy of notification of reassignment letter for **[name]**.

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: \_\_\_\_\_