

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 continuing to withhold Route(s) **[route #(s)]** (Job ID #(s) **[Job ID #]**), and if so, what should the remedy be?

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

Facts:

1. Route(s) **[route #(s)]** 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 requires management to take normal attrition in account prior to excessing employees. Article 12 of the JCAM explains:

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.

4. 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.*

5. 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).

6. There are sufficient vacant full-time clerk positions outside the installation for the number of impacted clerks associated with this notice. The job identification numbers for these positions are included in the case file.
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 events where the radius of withholding reaches the **[Installation name]** Installation.
2. Management violated 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 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. Withholding is only proper when dislocations to employees are reasonably expected to occur. This principle is explained in Article 12 of the JCAM as follows:

“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. Management has failed to furnish any documentation/data showing they have taken attrition at the **[Installation name]** Installation into account.
6. 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.
7. 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 excessing full-time clerk(s) violates this principle. This is documented with the workhour impact report attached to this grievance.

8. Management violated Article 12.5 of the National Agreement when they withheld city letter carrier assignments in the **[Installation name]** Installation for full-time clerks excessed outside of their installation when there are vacant full-time clerk positions outside the installation available.
9. 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.
10. 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.
11. The monetary remedy requested is based on a figure of \$25.00 for each Letter Carrier currently on the rolls in the **[Installation name]** Installation.

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. That management cease and desist the practice of 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 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 per 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 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 15.3.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 of the National Agreement.
3. 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 Route(s) **[Route #]** **[job ID #s]** at the **[Installation]**.
2. Award postings for Route(s) **[Route #]** (Job ID #s) at the **[Installation]**.
3. Workhour Impact Report for the **[Installation]**.
4. Any and all attrition information the Postal Service took into account prior to withholding Letter Carrier positions.
5. A copy of the PSE Overtime Alert Report from the period **[Date to Date]** at 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: _____