

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 Grade 2 (Carrier Technician) Job # **[job #]** consisting of Routes **[route #s]**, and if so, what should the remedy be?
2. Did management violate Section 722 of the EL-312 Handbook via Article 19 of the National Agreement by failing to convert the senior PTF(s) in the **[Installation name]** Installation to full-time status in a timely manner, and if so, what should the remedy be?

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

Facts:

1. **[#]** Grade 2 (Carrier Technician) job(s) were vacated, posted for bid, and became residual vacancies in the **[Installation name]** Installation on or about **[date]**. These jobs are 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 Grade 2 (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 12.5.B.9, 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 Grade 2 (Carrier Technician) positions include one year of experience as a City Letter Carrier.

These contractual provisions are explained on pp. 12-13 and 12-14 of the April 2009 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 on p. 12-16 of the April 2009 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....”*

Contentions:

1. Management is without contractual authority to withhold Grade 2 (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 is also without contractual authority to excess Grade 1 Letter Carriers into Grade 2 (Carrier Technician) positions in a different installation.
3. Management violated Article 12, Sections 4 and 5 of the National Agreement by continuing to withhold Grade 2 (Carrier Technician) job(s) associated with the

instant case. Management violated Section 722 of the EL-312 Handbook via Article 19 of the National Agreement by not taking action to convert the senior PTF(s) in the **[Installation name]** Installation from PTF to full-time status in a timely manner.

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 on page 12-13 of the 2009 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...”

6. A review of the local fact circumstances in this situation conclusively shows there is no legitimate basis for Grade 2 (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 Grade 2 (Carrier Technician) job would be eliminated. This is true because each Grade 2 (Carrier Technician) job consists of five routes. When you look at the number of Grade 2 (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. Management's obligation to promote a senior PTF to a residual vacancy is also supported by the following language from the *Questions and Answers (42) NALC Transitional Employees (M-01701)*, which states the following, in relevant part:

37. May a transitional employee be assigned to a residual vacancy rather than converting an available part-time flexible city letter carrier to full-time?

*Unless the residual vacancy is being withheld pursuant to Article 12 of the National Agreement, the assignment should normally be filled pursuant to Section 722 of Handbook EL-312, which states: "A full-time residual position is filled by assigning an unassigned full-time employee or a full-time flexible employee. The conversion to fulltime of a qualified part-time flexible employee with the same designation or occupation code as the vacancy should occur only after unassigned full-time employees have been assigned. **Part-time flexible employees must be changed to full-time regular positions, if appropriate, within the installation in the order specified by the applicable collective bargaining agreement.**"*
(Emphasis added)

8. The purpose of continuing to withhold Grade 2 (Carrier Technician) positions in the **[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.
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 Section 722 of the EL-312 Handbook violations demonstrated in the instant case are known, flagrant, and repetitive; and therefore must be considered egregious.
10. The Article 12 and Section 722 of the EL-312 Handbook 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.
12. 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. Management cease and desist the practice of violating Article 12 and Section 722 of the EL-312 Handbook via Article 19 of the National Agreement.
2. The practice of failing to convert PTFs into residual Grade 2 (Carrier Technician) positions in the **[Installation name]** Installation be discontinued immediately.
3. The senior PTF(s) 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. The senior PTF(s) in the **[Installation name]** Installation 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. 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) and provide confirmation of this payment to NALC Branch **[Branch #]**, and/or whatever remedy the Step B Team or an Arbitrator deems appropriate.

*****MAKE THIS ARGUMENT 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**

**Union's Additions and Corrections to
Local Grievance # _____**

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.



National Association of Letter Carriers

Request for Information

To: _____ Date _____
Supervisor Customer Services

Station/Installation

Dear _____,

Pursuant to Article 17 and 31 of the National Agreement, I am requesting the following information:

1. Any and all documentation used by management to support the decision to withhold Carrier Technician (T-6) Job #(s) _____ consisting of 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 _____ Station/Installation.

I am also requesting time to interview the following individuals:

1. _____

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: _____
Supervisor Customer Services

Date: _____

Station/Post Office

Dear _____,

Pursuant to Article 17 of the National Agreement, I am requesting the following steward time to:

Investigate a Grievance Write & Prepare a Grievance Interview Witnesses

I anticipate needing approximately _____ (hours) of steward time, which needs to be scheduled no later than _____. In the event more steward time is needed, I will inform you as soon as possible.

Individuals the union needs to interview:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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: _____