

Local Grievance # _____

Issue Statement (Block 15 of PS Form 8190)

Did management violate Article 12, Section 6 of the National Agreement and the Transfer Memo (MOU) by hiring new Letter Carriers instead of properly considering transfer requests to the **[Installation name]** Installation, and if so, what should the remedy be?

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

Facts:

1. The **[Installation name]** Installation is one of the offices in the **[District name]** District with more than 100 workyears.
2. There have been **[#]** Transitional Employees (TEs) hired in the **[Installation name]** Installation since **[date]**. The Union has become aware within the last two weeks that **[#]** new TEs were hired in the **[Installation name]** Installation.
3. The TE(s) were not hired to backfill residual vacancies withheld pursuant to Article 12 of the National Agreement.
4. No employees on the eReassign List have been allowed to transfer to the **[Installation name]** Installation during the above referenced time frame.
5. The language in the Transfer Memo on page 12-41 of the JCAM states in relevant part:

“Transfer requests from qualified employees will not be unreasonably denied. However management may take into account local economic and unemployment conditions and EEO concerns to justify hiring from registers. Except in the most unusual of circumstances, if there are sufficient qualified applicants for reassignment, management must comply with the following minimums:

- ***In all offices of 100 or more workyears, at least one out of every four vacancies will be filled by granting requests for reassignment.***
- ***In all offices of less than 100 workyears at least one out of every six vacancies during the duration of the National Agreement will be filled by granting requests for reassignment.”***

6. Question # 22 in “Questions and Answers (42) NALC Transitional Employees” (M-01701) addresses this situation as follows:

“22. Does the Memorandum of Understanding, Re: Transfers, still apply?”

Yes, the Transfer Memorandum was not altered by either the revision to Article 7.1 of the National Agreement or the Memorandum of Understanding, Re: Transitional Employees (Flat Sequencing System). Accordingly, unless hiring Transitional Employees to fill or backfill for residual assignments being withheld pursuant to Article 12 of the National Agreement, the “at least one in four’ or “at least one in six” rules for reassignments remain in effect when hiring.”

7. The Union received the eReassign List on **[date]** and the list of T.E.’s hired on **[date]**.

Contentions:

1. The Union contends that management violated Article 12.6 of the National Agreement and the Questions and Answers (42) on NALC Transitional Employees (M-01701), Question # 22 when they failed to fill at least one out of every four vacancies by granting requests for reassignment.
2. Insomuch as there have been **[#]** TEs hired without accepting any transfers since **[date]**, the recent hiring in the **[Installation name]** Installation should have been accomplished via transfer(s) from the eReassign Transfer List. Under the “at least one in four” ratio, this means that a minimum of **[#]** Letter Carriers should have been accepted from the eReassign Transfer List to come to **[Installation name]**.

Remedy (Block 19 of PS Form 8190):

1. That management in the **[Installation name]** Installation and in the **[District name]** District cease and desist from future violations of Article 12.6 of the National Agreement and Step 4 – M-01701 – Questions and Answers (42) NALC Transitional Employees, Question # 22.
2. That **[#]** employees on the eReassign List be accepted for transfer to the **[Installation name]** Installation as soon as administratively possible but no later than **[date]**.
3. That any employee(s) transferred to the Letter Carrier Craft in the **[Installation name]** Installation as a result of this grievance be given the appropriate seniority date they would have enjoyed if not for the violation(s) associated with this case, or whatever remedy the Step B Team or an Arbitrator deems appropriate.



National Association of Letter Carriers

Request for Information

Supervisor Customer Services

Date _____

Station/Installation

Dear _____,

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

1. Copy of the eReassign list of all employees requesting to voluntarily transfer to the _____ Installation.
2. Copies of PS Forms 50 for all Letter Carriers hired in the _____ Installation in the past five years.
3. A list of all employees transferred into the Letter Carrier Craft and the date each employee's transfer was effective in the _____ Installation over the last five years.

I am also requesting time to interview the following individuals:

1. Letter Carrier(s) _____, _____, and _____.

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: _____