

## 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 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. 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 Mittenenthal's award in cases H1N-5D-C-297, H1N-5A-C-22078 and H1N-5A-C-2369.

#### Contentions:

1. Management violated Article 12, Sections 4 and 5 of the National Agreement by continuing to withhold the full-time Grade 1 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 Section 722 of the EL-312 Handbook via Article 19 of the National Agreement by not converting the senior PTF(s) in the **[Installation name]** Installation from PTF to full-time status in a timely manner.

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 Grade 1 letter carrier 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 in this case) is to delay/deny PTF Conversions, delay/deny hiring letter carriers, and thereby intentionally understaff offices.
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. 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 knowing, flagrant, and repetitive, and therefore must be considered to be egregious.
9. The Article 12 and Section 722 of the EL-312 Handbook violations 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.
10. 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.
11. 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. Management cease and desist the practice of violating Articles 12 and Section 722 of the EL-312 Handbook via Article 19 of the National Agreement.
2. The practice of failing to convert PTF's into residual full-time Grade 1 Letter Carrier positions in the **[Installation name]** Installation in a timely fashion 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 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. 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) 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 \_\_\_\_\_  
(Manager/Supervisor)

\_\_\_\_\_  
(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(s)]** at the **[Installation name]** Installation.

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,

\_\_\_\_\_ Request received by: \_\_\_\_\_

Shop Steward  
NALC

Date: \_\_\_\_\_