

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 when they improperly excessed a clerk into the **[Installation name]** Installation and subsequently assigned that clerk to residual letter carrier assignment **[Job ID #]**. If so, what should the remedy be?

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

Facts:

1. 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. On **[date]** excessed clerk **[name]** began work as a letter carrier on residual letter carrier assignment **[Job ID #]**. 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 residual letter carrier assignment **[Job ID #]** 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 letter carrier assignment **[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 residual letter carrier assignment **[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 residual letter carrier vacancy **[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. Management cease and desist the practice of violating Articles 12 of the National Agreement in the **[Installation name]** Installation.
2. Management cease and desist failing to fill residual vacancies in accordance with the National Agreement in the **[Installation name]** Installation
3. 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. 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 and provide confirmation of this payment to NALC Branch **[branch #]**.
6. Whatever remedy the Step B Team or an Arbitrator deems appropriate.



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(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,

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: _____