

GUIDELINES (for Union use)

Grievances re: reversion of full-time positions

Issue Statement: Did management violate Contractual provisions, including but not limited to Article 3, 7, and 41 of the Collective Bargaining Agreement; and Arbitration case C-01025, by reverting full time positions? If so, what is the remedy or what shall be the remedy?

FACTS TO CONSIDER: (provide evidence as necessary)

- What is the position being reverted?
- How long did the position exist?
- What are management's reasons for reversion? Did work disappear (e.g. due to automation) or is it being transferred to full-time assignments which were under 8 hours? Have they provided actual proof of their reasons, or do they simply claim efficiency or flexibility?
- Consider the city carrier workhours for a representative period before and after reversion: Did the total hours remain about the same? Did part-time (PTF, casual, TE) hours increase after reversion? Did city carrier overtime hours increase after reversion? Is overtime being worked by part-time employees after reversion?
- Are there full-time flexible carriers in the installation? In accordance with point 6 of the February, 1981 the Letter of Intent, which accompanied the Full-Time Flexible MOU (M- 01025): in installations with full-time flexibles where there are subsequent reversions or excessing, any reductions in full-time carrier positions shall be from those positions converted pursuant to the MOU.

ARGUMENTS/CITATIONS:

- Remember, the union has the burden of proving the Contract was violated. • Although Article 41.1.A.1 recognizes management's right to revert assignments, this does not negate their Article 7.3 obligations: "The Employer shall maximize the number of full-time employees and minimize the number of part-time employees who have no fixed work schedules in all postal installations..."
- Full-time assignments should not be reverted if the work remains and management is simply utilizing non-regulars to do it for "flexibility" or "efficiency" purposes. (I.E. Management's Article 3 rights are constrained by the Article 7 requirements.) Consider Arbitrator Walt's decision in case #C-012223. Also consider Article 7.2.A: "However, to provide maximum full-time employment and provide necessary flexibility, management may establish full-time schedule assignments by including work within different crafts or occupational groups..." This implies flexibility can be accomplished with full-time positions.

REMEDY:

Restore the reverted position(s) and post for bid; make the carrier craft whole for loss of full-time assignment(s); and/or other appropriate remedy.

The NALC supplement to the JCAM, Article 12.4.C discusses comparative workhour reports for excessing purposes. Similar reports may be useful here.

**National Association of Letter Carriers
Kentucky-Indiana-Michigan Region**

Memorandum February 4, 2009

From the Desk of Patrick C. Carroll
National Business Agent

To: Branch Presidents

Subject: Article 12 / Withholding

Article 12 withholding provisions are currently under discussions at the headquarters level with the Postal Service. Although nothing at this time has been disseminated to the field, it is necessary that we remain vigilant in processing proper grievances and identifying residual vacancies.

What is a proper grievance? - At this time, an investigation should be started when a residual vacancy occurs and management **has not promoted the senior PTF to regular status and placed that employee into the residual position** (JCAM Art. 7 (pg. 7-16) and Art 19 (EL-312 § 722)). *Note: this is only done after all unassigned regulars have been placed first.*

Require management to provide documentation to show that your installation is properly under withholding for the city letter carrier craft. If so, no grievance should be filed.

However, if management produces an impact statement for **another installation** for a craft **other than city letter carriers**, process the grievance.

Should discussions with the Postal Service produce a different application of Article 12 you will be notified by the NALC.

The Joint Route inspection team should be notified and questioned when a full time position is being reverted during or following route adjustments.