

Subject: Art 12 EXCESSING GRIEVANCES

As you well know we have received numerous impact statements and excessing letters in the past few weeks. Additionally some of the impacted employees have already received their 60 day notice.

After reviewing these documents, as well as discussing them with Management, we feel that the Local Presidents and/or State Officers should proceed with filing of grievances concerning the impact statements.

We feel that the information found in these impact statements either violates, or shows intent to violate, the Principles of Article 12 and other Articles of the National Agreement.

We have listed below some generic arguments to make when processing your grievance, depending on the circumstance and what the individual impact statements reflect. Remember these are generic arguments. You still need to address the specific facts of your case. Each impact statement will be different and the particulars in each office will be different. So, please address them!! If there are any other issues and/or discrepancies concerning the impact statement that have not been mentioned in this letter, please address those, too.

We need to go ahead and file these grievances ASAP and we will probably need to file additional grievances after the excessing occurs. Additionally, after 60 days of the excessing you will need to contact our office and/or the Regional Coordinator's office to request a comparative work hour report (Article 12.4.C).

We also have arbitration awards and synopsis on our web site concerning improper excessing that may be helpful to you. Go to our NBA web site and click on Clerk Steward-Clerk Craft Arbitration Synopses-Article 12.

If you have any questions feel free to contact our office.

## **EXCESSING OF A FULL-TIME EMPLOYEE**

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### **Arguments to make if the impact statement shows only a minimal reduction in PTF hours**

The Postal Service has violated Article 12, Article 7.3 B & C and Article 19.

The Postal Service has not, to the extent possible, reduced the part-time flexible hours. This clearly establishes intent to violate the provision of Art 7.3 B & C in that we have a full time employee being removed for the purposes of increased flexibility. If reduced mail volume is the reason, that reduction in hours should be reflected in a reduction of PTF hours. Reducing PTF hours by only a few hours per month does not indicate much of a "reduced mail volume".

### **Arguments to make if the Postal Service is abolishing a FTR window clerk position and the impact statement claims the reason for excessing is due to the reduced mail volume and/or CSBCS removal**

The Postal Service has violated Article 12, Article 7.3 B & C, Article 37 and Article 19.

The Postal Service has eliminated a full-time window clerk position. The excessing notice claims the excessing is a result of "reduced mail volume" and/or removal of the CSBCS machine. The "reduced mail volume" and/or removal of the CSBCS machine does not affect the window hours of the full-time clerk. The Postal Service has not reduced the hours of window operation in this office. The full-time window position still exists.

### **Arguments to make if the impact statement/reports indicate that the PM will be increasing the amount of work that they have historically performed**

The Postal Service has violated Article 12, Article 1.6.B, Article 7.3 B & C, Article 37 and Article 19.

The PM in this particular office has not historically and routinely performed the work that is being performed by the FTR that is being excessed. Additionally, the records reflect that the PM historically only performs (x amount) hours of bargaining unit work. This establishes a clear intent to violate 1.6.B and the Das award with a blatant shift of bargaining unit work to the PM.

(The amount of work the PM historically performed needs to be documented by data and statements. We need to know what type of work (distribution, window) the PM historically performed and the time of day the work was performed.)

### **AFTER THE EXCESSING OCCURS**

When the FTR is excessed we will file an additional Article 7.3 B & C grievance with 1.6 B, Article 37 and Article 12 included. Include Article 7.2 if carriers begin working in the clerk craft.

## **EXCESSING OF A PART-TIME FLEXIBLE EMPLOYEE**

### **Arguments to make if the impact statement/reports indicate that the PM will be increasing the amount of work they have historically performed**

The Postal Service has violated Article 12, Article 1.6.B, and Article 19.

The PM in this particular office has not historically and routinely performed the work that is being performed by the PTF being excessed. Additionally, the record reflects that the PM historically only performs (x amount) hours of bargaining unit work. This establishes a clear intent to violate 1.6.B and the Das award with a blatant shift of bargaining unit work to the PM.

(The amount of work that the PM historically performed needs to be documented by data and statements. We need to know what type of work (distribution, window) the PM historically performed and the time of day the work was performed. Additionally, we should request current clock rings and schedules of the PTF's for at least the last couple of months.)

### **AFTER THE EXCESSING OCCURS**

When the PTF is excessed and PM begins performing the work we need to file an additional grievance for 1.6.B with Art 12. Include Article 7.2 if carriers begin working in the clerk craft.