

FSS and Withholding of Residual Assignments

by Ray Hill, Executive Vice-President—Branch 2902



While doing my monthly station visits within the Branch, I am often asked about routes that are currently being withheld by Management. The following article will hopefully help to explain this issue.

FSS is intended to automate flat sequencing and place our flats in delivery order, like Delivery Point Sequencing (DPS) places our letter mail in delivery order. The goal of the USPS is to "automate" the vast majority of our flats, thereby greatly reducing office time and also reducing the number of routes in those offices impacted by FSS. The USPS has indicated that they anticipate a reduction of approximately 898 full time Pacific Area positions, including 252 full-time positions in the Sierra Coastal District, as a result of FSS. In offices represented by Branch 2902, the USPS anticipates that 103 full-time employees will be impacted by FSS.

Management is now "withholding" residual assignments in Post Offices within 100 miles of those offices that are anticipated to be impacted by the FSS, including several offices represented by Branch 2902.

A **residual assignment** is one that is "left over" and does not have a regular carrier that bid on or was assigned to it. Usually a residual assignment is created by the "domino effect" that occurs after a carrier bids off their assignment onto another assignment. then another carrier bids on the assignment vacated by that carrier, etc.

The left over assignment that no one bids on becomes a **residual assignment**.

Prior to the withholdings, when a vacant assignment became a residual assignment, Management would convert the senior PTF within the installation to full-time and assign him or her to that position. Now that residual assignments are being withheld, Management is no longer doing that. Consequently and unfortunately, our PTF's are not making regular as quickly as they have done so in the past.

It is within the complicated language written in Article 12 of our National Agreement that withholding of full time residual assignments is discussed.

Article 12.5.B.2 of the National Agreement reads as follows:

12.5.B.2 The Vice Presidents Area Operations shall give full consideration to withholding sufficient full-time and part-time flexible positions within the area for full-time and part-time flexible employees who may be involuntarily reassigned. When positions are withheld, management will periodically review the continuing need for withholding such positions and discuss with the NBA the results of such review.

The NALC-USPS Joint Contract Administration Manual, or "JCAM" as it is commonly referred to, elaborates on the concept of withholding.

Here are a few pertinent excerpts from the JCAM regarding withholding:

Withholding full and part-time residual vacancies under this provision is not merely a management right, it is an obligation in order to keep "dislocation and inconvenience" to full-time and part-time flexible employees to the minimum consistent with the needs of the service. National Arbitrator Gamsler, wrote in NC-E-16340, December 7, 1979 (C-5904) as follows: There is no question that (the) National Agreement imposed upon Management an obligation to anticipate dislocations which might occur and to withhold full-time vacancies for the purpose of preserving as many opportunities for regular full-time employees to avoid the dislocation of moving out of the area by bidding into such full-time positions when they were forced out of their regular positions. Such a requirement was agreed to by the parties to several previous national negotiations, regardless of the craft or crafts represented on the union side of the bargaining table, because both labor and management rec-

ognized that full-time employees. in this instance, were members of a career work force. with tenure and stability of employment to be protected wherever possible. with rights which superseded those with a less protected career status regardless of craft... Thus, it is a violation of the National Agreement for management to fall to withhold residual positions under the provisions of Article 12.5.B.2 when it can reasonably be anticipated that there will be a need to excess employees. If, for example, a letter carrier is excessed to another installation because management failed to withhold a residual position in the carrier's own installation even though the need for excessing could reasonably have been anticipated, a contract violation has occurred...

Once management has determined that withholding is necessary. part-time flexibles should not be converted to full-time status within the area of withholding until management has withheld sufficient authorized positions.

The goal should be to keep “dislocation and inconvenience to fulltime and part-time flexible employees ... to the minimum consistent with the needs of the service.”

Length of Withholding. *There is no established contractual time limit on the length of time management may withhold residual positions. Rather, Arbitrator Gamser wrote in case NC-E-16340. December 7, 1979 (C-5904) that the parties must apply “a rule of reason based upon the facts and circumstances then existing.” Whether management has been reasonable in a particular case depends on the full facts and circumstances. Gamser held that the Postal Service had not violated the National Agreement by withholding letter carrier positions for approximately one year.*

So, our National Agreement and the Arbitration Award of National Arbitrator Gamser obligate Management to “anticipate dislocations which might occur and to withhold full time vacancies” for employees so that they are not dislocated.

The NALC does not necessarily agree that Management is contractually justified in withholding the assignments that are currently being withheld in anticipation of FSS.

The NALC has filed a National Level Grievance on this issue and at the local level we are filing grievances as soon as we receive notification that an assignment is being withheld. Our local grievances are being held in abeyance at the Formal A level of the grievance procedure pending resolution of the National Level grievance.

The Union contends that Management has “jumped the gun” and that the withholdings should not be justified based on the anticipated impact in offices where FSS will not be deployed until 2009.

In my humble opinion, withholding assignments for 2 years or more is excessive and not contractually sound. However, the issue will probably be decided by an Arbitrator and not by my humble opinion. No grievance is ever a “slam dunk” when an Arbitrator decides it, so I'll keep my fingers crossed and hope for the best. In the meantime, Branch 2902 will continue to file grievances on each and every one of the withholdings as they occur.

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