



National Association of Letter Carriers

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April 24, 2019

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Doug A. Tulino, Vice President
Labor Relations
United States Postal Service
475 L'Enfant Plaza, S.W.
Washington, D.C. 20260-4100

Dear Doug:

Pursuant to Article 15, Section 3.F of the 2016 National Agreement (the Agreement), I hereby initiate at the national level the parties' dispute over the Postal Service's continuing non-compliance with the contractual caps on employment of City Carrier Assistants (CCAs).

Article 7, Section 2 of the Agreement provides strict limits on the number of CCAs that may be employed by the Postal Service. Paragraph 1 provides that the number of CCAs "who may be employed in any reporting period shall not exceed 15% of the total number of full-time city carriers in that District." Paragraph 2 authorizes the Postal Service "to hire up to 8,000 additional CCAs," provided that "the number of CCAs who may be employed in any reporting period shall not exceed 8% of the total number of full-time career city carriers in that District."

The above CCA employment caps are supplemented by the Memorandum of Understanding regarding "Sunday Delivery – City Carrier Assistant Staffing" (the "MOU"). The MOU specifically provides that "the continued employment of any such additional CCAs that would exceed three percent over the Article 7.1.C.1 cap requires the mutual agreement of the national parties." No such mutual agreement exists.

The MOU also provides "If, as a result of these weekly meetings, there is a disagreement over increased CCA resources, that matter will be referred to the NALC National President and the Vice President, Labor Relations for discussion and resolution." We met to discuss this issue on January 31, 2019 but did not reach resolution.

Doug A. Tulino
April 24, 2019
Page 2

Since that time, there has been no initiative by USPS to discuss this further, and the number of CCAs on the rolls has increased. The most recent data provided by the Postal Service indicate that the Service has exceeded the CCA caps contained in Article 7.1.C.1 and the MOU *Re: Sunday Delivery – City Carrier Assistant Staffing* in 62 out of the 67 districts.

The Postal Service, therefore, must take appropriate remedial action to bring the CCA complement into compliance with the Agreement and maintain such compliance. We recognize that the total nation-wide complement of city letter carriers (career and non-career) is necessary to maintain delivery service. Accordingly, no CCAs should be separated in order to achieve compliance with the caps. However, the Postal Service must promptly convert a sufficient number of currently employed CCAs to career status to bring the CCA workforce into compliance with the contractually mandated percentages and maintain such compliance going forward.

In addition, any employees adversely affected by the Postal Service's non-compliance with the Agreement and the MOU should be made whole retroactive to the date the terms of the settlement for grievance Q16N-4Q-C 18034102 were implemented.

A meeting to discuss this interpretive dispute should be scheduled expeditiously. Please have your representatives contact NALC Executive Vice President Brian Renfroe to make the necessary arrangements.

Sincerely,



Fredric V. Rolando
President