



## Issues at the national level

**T**he NALC has been involved in some disputes and disagreements with the Postal Service on various topics. The following article provides an update of discussions of several of those live issues taking place at the national level.

**Q06N-4Q-C 10151541**—This past summer, the Postal Service notified NALC of its conclusion that an interpretive issue exists concerning Article 7, Section 3.C of the National Agreement. The parties have completed discussion of the matter and have not resolved the interpretive issue presented. The underlying facts are not in dispute.

In a case originating in Pawtucket, RI, the following occurred: Over the course of a 26-week period, a part-time flexible (PTF) letter carrier satisfied the maximization criteria of Article 7. Management failed to convert the assignment to a full-time position on the grounds that “the maximization occurred on a residual vacancy, not an occupied position.” USPS took the position that a December 20, 2002, Interpretive Step settlement (M-01475) had established a distinction between “occupied” and “unoccupied” positions, so that the time worked by a PTF on an “occupied position” is subject to the maximization provisions of Article 7.3.C, whereas time worked on an “unoccupied position” is exempt from Article 7.3.C.

Interesting—in the 2002 case, USPS argued that an “occupied” position was exempt from 7.3.C. NALC sees the contractual language as unambiguous. There is no distinction between time worked in occupied and unoccupied positions for purposes of meeting the maximization criteria. Nor did the 2002 settlement create an exemption in either case. This dispute will now be scheduled for arbitration at the national level.

**Q06N-4Q-C 110008195**—An Oklahoma City letter carrier discovered that he was not being paid at the appropriate step, considering his time in the carrier craft. This carrier had been promoted to Grade 2 from Grade 1 and subsequently returned to Grade 1. The employee should have been placed in the step he would have been in, with

credit toward his next step increase, as if all service had been in the original grade.

In the instant case, the grievant was correctly placed in Step B, but was not credited with 48 weeks of waiting time toward his Step C increase. The parties have completed discussing this dispute, and the issue remains unresolved. This interpretive dispute will now be scheduled for national arbitration.

**Q01N-4Q-C 07170283**—When USPS suspended posting and bidding, NALC initiated this dispute. Management’s action was unilateral, and USPS did not put into place any alternative system of posting vacancies for bid during the period. Accordingly, employees were deprived of bidding opportunities. This dispute is now to be scheduled for national arbitration.

**USPS submitted to NALC proposed revisions to the Interactive Voice Response System (IVR) script.** The same letter provided the revised script to be used when an employee calls requesting leave, as well as the Postal Service’s narrative on the proposed effect these changes will have on employees. The proposed changes have been the subject of meetings and correspondence in accordance with Article 19 of the National Agreement.

The proposed revisions do not allow the employee to provide a complete or accurate response. The proposed IVR questions require more information than the employee is qualified to provide or may be able to provide at the time of the call. Additionally, the script provides time requirements for the employee to achieve without specifying to the employee when those time requirements commence. NALC has appealed the revisions to national arbitration.

**The Postal Service notified NALC of proposed changes to the *Employee and Labor Relations Manual (ELM)*, Sections 870-874.411, pertaining to the Employee Assistance Program (EAP).** We conclude that the changes are not fair, reasonable or equitable, and NALC has notified USPS of same. ✉