

Two new national-level disputes



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I will use my space this month to discuss two new national-level disputes that have developed since our new contract was ratified on Aug. 7.

The first case involves two related issues.

The first issue concerns a proposed change to the promotional pay rules contained in Section 422.2 of the *Employee and Labor Relations Manual (ELM)*. The language in Section 422.2 provided that when a Grade 1 letter carrier who was converted to career status after Jan. 10, 2013, and then bid to a Grade 2 (T-6) job, would advance two steps in the pay scale and begin a new 46-week waiting period

for their next step increase. So if you were a Grade 1, Step A letter carrier who bid on a Grade 2 (T-6) job, you would advance to Step C, but would have to wait 46 weeks before advancing to Step D of the pay scale. In exchange for this benefit, you would lose any time credit earned in Grade 1, Step A toward your next step increase. This rule has been in place for many years.

The Postal Service has unilaterally changed this rule. The proposed change (unilaterally implemented) provides for Grade 1 letter carriers converted to career status after Jan. 10, 2013, who then bid to a Grade 2 (T-6) job, to retain their in-step credit and stay in the same Step in Grade 2 as they were in Grade 1. Under the new rule, a Grade 1, Step A letter carrier who bids on a Grade 2 (T-6) job will be paid Grade 2, Step A pay, and the time credit earned in Grade 1 will count toward the 46 weeks needed to advance to Grade 2, Step B pay.

Our position on this issue is that the new step placement rule provided by Section 422.223.a(2) (as revised) creates changes in wages, hours or working conditions that are not fair, reasonable or equitable and are inconsistent and in conflict with Articles 5 and 9 of the National Agreement.

The other issue in this case concerns a made-up rule that is not even contained in the proposed handbook changes. Management routinely sends us a cover letter with proposed handbook changes. In this case, they included the following language in their notification letter:

...[E]mployees who were assigned to a Grade 1 position in RSC Q7, subsequently placed in a Grade 2 position, and remain in a Grade 2 position will have a one-time additional step waiting period of 92 weeks, minus time in step credit at

time of their most recent promotion in RSC Q7, added to the current step waiting period.

USPS has named this made-up rule the “hold in place” proposal to correct alleged *salary overpayments*. I call it what it is: a unilateral pay freeze.

Management has sent 8,970 letter carriers a PS Form 50 with an adjusted schedule that delays the next step increase to reflect the so called “hold in place” rule. The Form 50 states that the step waiting period was “updated to address promotion overpayment.”

So are we going to fight about this? You’d better believe we are going to fight about this.

Our position is that the assertion that the 8,970 letter carriers involved have received a “promotion overpayment” is false. We believe the Postal Service must re-adjust each letter carrier’s next step implementation date so as to eliminate the delay imposed by the so-called “hold in place” rule and any letter carrier adversely affected must be made whole.

We have initiated a national grievance on the unilateral handbook change and pay freeze. The initial grievance (Q16N-4Q-C 17638188) is scheduled to be heard in national arbitration on Jan. 30. We plan to hear both issues on that day.

The second new national dispute concerns the timing of when CCA retroactive pay for holidays from the 2016-2019 National Agreement should begin. The Postal Service believes CCA holiday pay began on the first holiday after the new contract was ratified on Aug. 7.

Our position is, upon ratification, the National Agreement became effective retroactively, as of May 21, 2016. Accordingly, any holidays that occurred after May 21, 2016, were during the term of the current National Agreement. Therefore, CCAs are now entitled to retroactive holiday pay, in accordance with Article 11, Section 8 of the National Agreement, for all those holidays, namely: Memorial Day 2016, Independence Day 2016, Labor Day 2016, Thanksgiving Day 2016, Christmas Day 2016, New Year’s Day 2017, Memorial Day 2017 and Independence Day 2017.

We have initiated a national grievance (Q16N-4Q-C 17638150) on this issue. This case is scheduled to be heard in national arbitration on Feb. 15. Any local grievances should be held in abeyance pending resolution of the national grievance.

It would be nice to find peace at this time of the year, but unless something changes at the national level, I foresee several additional national disputes developing in the near future.

In closing, I wish all of you and your families a wonderful holiday season and a happy New Year!