

# National-level arbitration update



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**T**wo pending national-level cases became easier to resolve after our new contract was ratified on Aug. 7. They are:

**Q11N-4Q-C 15005929**—NALC brought this case to the national level. The issue concerned the potential enrollment of city carrier assistants (CCAs) in the NALC's Consumer Driven Health Plan. Our position was that all CCAs are eligible for membership and participation in the NALC's Consumer Driven Health Plan from their first day of employment as long as one of these two circumstances exist: a) the USPS plan becomes unavailable, or b) the CCA elects more than "self only" coverage. Management disagreed and maintained that CCAs had to have one year of employment

before being eligible to purchase more than "self only" coverage through NALC's Consumer Driven Health Plan.

Section 3.F of Appendix B in the 2016-2019 National Agreement provides CCAs with a bi-weekly payment by USPS equal to 65 percent of the total cost of health insurance in the USPS Consumer Driven Health Plan for "self plus one" or family coverage from their first day of employment. This payment by USPS increases to 75 percent after a CCA completes one term of employment. USPS will continue to pay \$125 per pay period of the cost of health insurance in the USPS Consumer Driven Health Plan for "self only" coverage from their first day of employment.

This agreement on health benefits for CCAs served the needs of both NALC and USPS. We needed to negotiate much more affordable health benefits coverage for CCAs, and USPS needed to provide better pay and benefits to CCAs to keep more letter carriers after they are hired. This was a balanced agreement that made the interpretive issue involved in the case moot at this time.

The national case was resolved on Sept. 7 (M-01887) as follows:

The issue in this case concerns the potential enrollment of City Carrier Assistants (CCAs) in the NALC's Consumer Driven Health Plan. After reviewing this matter, the parties agree to close this case without prejudice to the position of either party in this or any other matter.

**Q11N-4Q-C 14289728**—USPS brought this case to the national level. The contract language involved in the 2011-2016 National Agreement stated:

At an installation, the Union may designate in writing to the Employer one Union officer actively employed at that installation to act as a steward to investigate, present and adjust a specific grievance or to investigate a specific problem to determine whether to file a grievance....

USPS took the position that the term "union officer" was only

meant for certain elected union officers such as the president, secretary, treasurer, etc. and framed the interpretive issues as:

- Whether a shop steward is a "union officer" for the application of Article 17.2.B
- Whether the term "union officer" in Article 17.2.B of the collective-bargaining agreement is limited to certain union officials, or whether the union may arbitrarily define union officer in a particular branch, which would include naming as a union officer every steward and/or letter carrier in a particular branch

We took the position that shop stewards were quite naturally union officers when it comes to representing letter carriers in the grievance procedure and, for that matter, NALC determines who is a union officer when it comes to the application of Article 17.2.B.

We went through a day of arbitration hearing on this case, but we did not finish making our arguments. We ultimately decided to postpone scheduling this case for another day of hearing until after attempting to clarify the Article 17.2.B language during contract negotiations so we would not have any further misunderstandings over what Article 17.2.B means.

We did agree to clarify the Article 17.2.B language in the 2016-2019 National Agreement. It now states:

At an installation, the Union may designate in writing to the Employer one Union **representative** actively employed at that installation to act as a steward to investigate, present and adjust a specific grievance or to investigate a specific problem to determine whether to file a grievance.... [Emphasis added.]

We also agreed on a letter of intent to be included in the next *Joint Contract Administration Manual (JCAM)*, which states:

**Article 17.2.B** The union may, **on an exception basis**, designate in writing one union officer **representative** actively employed at that installation to act as a steward to investigate, present and adjust a specific grievance or to investigate a specific issue to determine whether to file a grievance. **The designation must be in writing at the installation level and applies to the specific grievance or a specific issue only; the designation does not carry over....** [Emphasis added.]

This clarification resolved the issue in the national case, but we are aware of 36 grievances being held for this case. With that in mind, the national case was resolved on Sept. 7 (M-01888) as follows:

...[T]he parties agree to close this case without prejudice to the position of either party in this or any other matter. Any grievance held for this case is remanded to Formal Step A of the grievance procedure. The parties will meet at Formal Step A within 30 days of this settlement, absent mutual agreement to extend time limits, for full discussion and possible resolution using the language of Article 17.2.B found in the 2016 National Agreement and the accompanying language that will be placed in the parties' Joint Contract Administration Manual. If no resolution is reached, these grievances will be processed in accordance with Article 15 of the National Agreement.

More on national-level disputes next month.