

National-level arbitration update



**Lew
Drass**

This article should be read in conjunction with the story about the latest national grievance settlements on page 5 of this issue of *The Postal Record*. I will use my space this month to try to provide further clarification and explanation of a few of these settlements as follows:

Q16N-4Q-C 18034102

NALC brought this case to the national level. The issue concerned the national employment caps for city carrier assistants (CCAs). The facts of the case were pretty simple. USPS was employing more CCAs than the CCA employment caps in the National Agreement allow and

had decided it had a right to do so. We disagreed and filed this national grievance. Our bargaining goals with this issue were three-fold:

a. We sought to force management to reduce the number of CCAs they employ without running any of our current CCAs off.

b. We sought to begin implementation of the Memorandum of Understanding (MOU) Re: City Carrier Assistant Opportunities, which states:

In order to provide the potential for career opportunities to city carrier assistants outside their employing installation, a joint Task Force will be established to explore ways to expand opportunities for career city carrier positions within the district. The Task Force will also address the circumstance of city carrier assistants working in small offices where there is no clear path to a career opportunity.

c. To complete implementation of the MOU Re: CCA Conversion to Career Status from page 158 of the 2016 National Agreement, where it states, "...After one year from the ratification date of the 2016 National Agreement, the parties will evaluate the possibility of another one-time conversion of CCAs."

It took several months of negotiations, but we came to agreement on a settlement for this case (M-01892) the week after we came back from the National Convention. I think this deal will go a long way toward achieving our bargaining goals that are referenced above. The agreement states, in relevant part:

1. CCAs in 200 workyear offices with 30 months or more of relative standing on September 1, 2018, will be converted to full-time regular career status in their installation.

2. CCAs in offices below 200 workyears with 30 months or more of relative standing on Sept. 1, 2018, will be converted to part-time flexible (PTF) career status in their installation.

3. The conversion to career status under items 1 and 2 above will be effective as soon as administratively practicable, but will occur no later than 60 days from the date of this agreement.

This agreement is worded in a similar fashion as the Memorandum of Understanding Re: CCA Conversion to Career Status that was negotiated in the 2016 National Agreement (page 158). That MOU was implemented on Sept. 30, 2017, and allowed letter carriers with 30 months of relative standing in their installation in offices with 100 or more workyears to be converted to career status. The implementation of that MOU caused yet another national dispute to form over a disagreement of how workyears should have been calculated. We believed CCAs, PSEs (non-career clerks) and MHAs (non-career mail handlers) should have been included in the workyear calculations, which would have resulted in additional CCA conversions. USPS only used career employees to calculate workyears, which resulted in less offices meeting the criteria required for CCA conversions.

The difference in the settlement agreement signed on July 27, 2018, is that it requires CCA conversions to career status for CCAs with 30 months or more relative standing in their current installation in any size office. This will result in thousands of CCAs being converted to PTF career status in smaller installations all over the country. Congratulations to all of you!

For some of you affected by this settlement who were former transitional employees (TEs), you will receive an added benefit to becoming a career letter carrier. The MOU Re: Step Credit for Former Transitional Employees that was negotiated in the 2016 National Agreement (page 174) will apply to you on your conversion date. This will result in significant salary raises through step increases for those of you in this situation. One of the agreements reached on July 27, 2018, made it clear that every 360 days served as a TE counts as a year of TE service under the Step Credit for Former Transitional Employees MOU.

The one issue that is confusing to many is what constitutes 30 months of relative standing. Relative standing rules work much like craft seniority rules in an installation. Relative standing is not total service with USPS. It has always been true with craft seniority rules within an installation that if you are a career letter carrier and you transfer to another craft or a new city, you begin a new period of craft seniority. The same is true for relative standing. For instance, if CCAs are hired in one city and work there for a year and then transfer to a new city, they would not bring

National-level arbitration update (continued)

the one year of relative standing with them to the new installation. CCAs in this example would begin a new period of relative standing in the new city/installation. This is in accordance with Appendix B of the 2016 National Agreement under 1. General Provisions, Sections f and g, which state:

f. When hired, a CCA's relative standing in an installation is determined by his/her original CCA appointment date to the installation, using Article 41.2.B.6.(a) where applicable, and adding the time served as a city letter carrier transitional employee for appointments made after September 29, 2007 in any installation.

g. When the Postal Service hires new city letter carrier career employees, CCA employees within the installation will be converted to full-time regular career status to fill such vacancies based on their relative standing. A CCA who does not accept the career opportunity will not lose his/her relative standing for future career opportunities.

As you can see in Section g, CCAs are contractually converted to career status by relative standing (time spent in an installation as a CCA plus time spent in any installation as a TE). These principles were further reinforced and explained by questions 64 and 65 in the latest *CCA Questions and Answers* document (M-01870) as follows:

64. Does time credited toward relative standing for time worked as a transitional employee after September 29, 2007 transfer from one installation to another once hired as a CCA?

Yes.

65. Does relative standing earned as a CCA in one installation move with a CCA who is separated and is later employed in another installation?

No.

It should be noted that these provisions in Appendix B and the related CCA question-and-answer document haven't changed since 2013, when the CCA classification of letter carrier was created by the Das award.

The other thing to remember is that this agreement is not the end of negotiations. We will continue to pursue CCA conversions to career status through the MOUs Re: Full-time Regular Opportunities—City Letter Carrier Craft and Re: City Carrier Assistant Opportunities. We will also continue pursuing the conversion of PTF letter carriers to full-time status at the same time. That is why you see all the information on this subject in this issue of *The Postal Record*.

Q16N-4Q-C 17638188 (Promotional Pay—Hold in Place Rule) and Q16N-4Q-C 18025517 (Hold in Place Rule—Pay Freeze)

NALC brought these cases to the national level. The first case concerns whether or not proposed revisions to

the *Employee and Labor Relations Manual (ELM)*, Section 422.2 regarding promotional pay rules and the unilateral so-called “Hold in Place” rule (which was not part of the proposed *ELM* revisions) are fair, reasonable and equitable. The second case concerns implementation of the unilateral so-called “Hold in Place” rule where USPS cut a PS Form 50 for 8,970 carrier technician letter carriers who received a two-step promotional pay increase, effectively freezing each of them at their current step for an additional 92 weeks.

This case actually arose as a result of the Das award in January 2013, when the amount of each step increase was changed to be an equal percentage of top pay (Step O). Under the old promotional pay rules, this caused a letter carrier who was in Grade 1 and bid on a carrier technician position (Grade 2) to experience a two-step jump in pay, but it also started a new 46-week waiting period toward the next step increase.

USPS believed those of you who were affected in this way were given a “cookie” that you were not entitled to, which justified sticking you in the pay “freezer” for an additional 92 weeks. We disagreed. These cases were also settled on July 27, 2018 (M-01893), which states, in part:

The ‘Hold in Place’ rule will be rescinded. City letter carriers affected by this action will receive their step increases as scheduled prior to being held in place and have their pay calculated retroactive to the time they should have received their step increase(s).

The one thing to remember about this settlement and the current promotional pay rules that has changed is that if you are one of the 8,970 letter carriers affected by this situation and bid from a carrier technician position to a route, you will lose the two-step pay increase you received when you bid from a route (Grade 1) to a carrier technician position (Grade 2) and be placed in the pay step you would have been in if you had never bid on a carrier technician position.

The bottom line is, as a result of this settlement, if you are one of the 8,970 letter carriers affected by this settlement, you will reach top pay in approximately 10.5 to 11 years instead of 12.4 years, like everyone else, if you remain in a carrier technician position. If you bid to a route, you will lose the cookie we just negotiated for you to keep.

In closing, it was great to see and talk to so many of you who attended the 71st National Convention in Detroit.