

Final report on the national ratio cases



**Lew
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I wrote about this case a few years ago. We finally have reached the point of closing the national case, so I figured it would be a good idea to give you a final report.

This case originated in 2013, when the Postal Service began refusing to convert CCAs to career status in installations where there were residual vacancies (jobs that had been posted and came down as a “no bid”) and no PTFs or transfer requests. There was no set procedure on how all this would work at that time.

The case is Q11N-4Q-C-13212958. USPS brought this case to the national level on June 7, 2013. The issue as framed by USPS is: *Whether the Postal Service is required, notwithstanding the conversion ratio under Article*

73.A, to convert a City Carrier Assistant (CCA) to full-time career status under the following circumstances: A residual vacancy exists in an installation that is not under Article 12 withholding, there are no available part-time flexible, full-time unassigned regular, or full-time flexible city letter carriers in the installation, and the installation employs CCAs?

Affected branches began to file grievances to get CCAs converted to career status in May of 2013. When USPS brought this issue to the national level on June 7, it framed the issue as referenced above. This caused all the local grievances filed on this issue to be held in abeyance pending the outcome of the national case.

The number of grievances held for this dispute grew to 414 that summer. Meanwhile, we continued to negotiate with USPS for a process to fill the residual vacancies that existed at the time. On Aug. 30, 2013, the MOU Re: Residual Vacancies–City Letter Carrier Craft (M-01824) was signed. This Memorandum of Understanding (MOU) was designed to balance facilitating transfers and converting PTFs with promoting CCAs to career status. M-01824 evolved through time with a series of MOUs (M-01834, M-01856 and M-01876).

The MOU Re: Full-time Regular Opportunities - City Letter Carrier Craft is now part of the 2016-2019 National Agreement (pages 159-162). Please note that PTFs created as a result of our new contract are not eligible to transfer in accordance with paragraph two of this MOU. The provisions of paragraph two apply only to the PTFs who were not converted to full-time status under the Jan. 10, 2013 Das award.

New PTFs created under the terms of the 2016-2019 National Agreement and the two CCA Caps national settlements (M-01892 and M-01906) are eligible to transfer under paragraph three of the current MOU Re: Full-time Regu-

lar Opportunities - City Letter Carrier Craft.

We agreed on terms for a settlement in late 2017 that was applied to each of the grievances held for this dispute. The principles of this settlement were really pretty simple. We agreed to function as if we had signed the MOU Re: Residual Vacancies – City Letter Carrier Craft (M-01824) on May 24, 2013 instead of on Aug. 30, 2013, when this MOU was actually signed.

If M-01824 had been signed on May 24, 2013, there would have been a 21-day national posting of all residual vacancies in the country from June 1–21, 2013. The first day of the third pay period from June 21 was July 27, 2013. Additionally, under the terms of M-01824, career letter carriers transfers would have been taken before CCA conversions were made. Therefore, any of the residual vacancies at issue that were filled with a letter carrier transfer were excluded from this settlement. For instance, if a grievance involved 10 residual vacancies and two of them were filled with letter carrier transfers, there would be eight letter carriers affected by this settlement who were due a remedy. Former city delivery letter carriers who had left the craft or USPS as of the date of settlement were also excluded.

Each affected letter carrier had his or her conversion to full-time career status made retroactive to July 27, 2013. There were a few exceptions where someone was affected by the settlement, but was not actually hired as a CCA yet on July 27, 2013. In those few cases, the settlements were amended to reflect conversion to career on the date of hire as a CCA.

The basic remedy due included many aspects paid/credited back to the date of retroactive conversion such as seniority credit, increased hourly straight and overtime pay, credit for step increases, eight hours guaranteed time each workday, Sunday premium pay, minimum contributions from USPS to TSP account, sick leave credit, annual leave credit (as applicable), holiday pay and retirement credit. Additionally, those affected letter carriers who were originally converted to full-time career status after Jan. 1, 2014 and then made retroactive to sometime in 2013 had their retirement contributions reduced from 4.4 percent of their basic salary (excluding overtime) to 3.1 percent. That is a benefit that will keep on giving.

We agreed that the retroactive conversions and all payments/leave credits would be completed within six months of the date of each settlement. The last settlement was signed on Jan. 4, 2018, which meant that this entire process should have been completed by July 4, 2018. Unfortunately, this did not happen as agreed to in many locations. That resulted in another round of grievances regarding the delays that occurred. Those cases have all been resolved now.

On Feb. 10, we agreed to close the original interpretive dispute without prejudice to the position of either party (M-01907). In closing, I just want to take this opportunity to thank all of you who were affected by this situation for your patience while we worked through all the issues that arose from these settlements.