

Approved

Carriers ratify agreement by 16-to-1 ratio



The voting membership of the National Association of Letter Carriers overwhelmingly ratified a new 40-month contract with the U.S. Postal Service, approving the 2016-2019 National Agreement by a 16-to-1 ratio. The new contract covers the term from May 21, 2016, to Sept. 20, 2019.

The vote for ratification was 78,935 to accept the agreement versus 4,732 to reject it, as reported by Joseph DeRossi of Jamaica, NY Branch 562, chairman of a special 15-member Ballot Committee that supervised the tabulation by Mosaic printers of Cheverly, MD, and certified the results on Aug. 7. A total of 189,226 members eligible to vote in accordance with the *NALC Constitution* were mailed ballots beginning on June 20.

The settlement, reached by negotiators on May 12, had been unanimously endorsed by the NALC Executive Council.

The contract includes provisions rewarding all letter carriers for their contributions to the Postal Service's extraordinary comeback following the Great Recession; narrowing the compensation gap between city carrier assistants (CCAs) and career letter carriers; creating a formal mechanism to address the problems that have undermined the workplace culture of the Postal Service for much of its history; and preserving the core achievements of our bargaining history, including regular general wage increases and cost-of-living adjustments (COLAs), protections against outsourcing and layoffs, as well as

other contractual elements that define our standard of living.

The contract features pay raises of 1.2 percent and 1.3 percent in its first two years and a pay upgrade worth about 2.1 percent in the third year for all career and CCA letter carriers, an additional 1.0 percent in each of the three years for CCA letter carriers, and seven COLAs for career letter carriers (see pay chart, page 6).

It also contains multiple improvements in the pay and benefits for CCAs; a pay scale advancement for most transitional employees (TEs) who were on the rolls as of Jan. 10, 2013, and are now, or when they become, career letter carriers; and a new memorandum of understanding (MOU) aimed at improving the Postal Service's often troubled workplace culture. Many other provisions of the previous National Agreement were amended and many new MOUs were reached as well.

President Rolando's message on page 1 contains details on the next steps in the implementation of the new contract. As more information on implementation becomes available, NALC will publish it in *The Postal Record*, the *NALC Bulletin* and on the NALC website.

A few of the more immediate changes brought about by the agreement are detailed below.

Back pay

A full back-pay calculation for all letter carriers (career and non-career) covering all paid hours since the expiration of the 2011-2016 contract will be made as soon as practicable. These back-pay calculations will include the 1.2 percent Nov. 26, 2016, general wage increase for all letter carriers, the ad-

Members of the NALC Ballot Committee supervise as employees of Mosaic printers tabulated the 83,667 votes.



ditional 1.0 percent increase for CCAs on that date, the September 2016 and March 2017 COLAs for career letter carriers and the new CCA step increases.

It will take some time for the Postal Service to complete more than 213,000 back-pay calculations, so it is not yet known in which pay period back pay will be issued. Information about back pay will be released as soon as possible.

CCA special conversions

There will be a one-time conversion to career status for qualifying CCAs with a relative standing date at least 30 months prior to Aug. 7. The conversions will be completed by Sept. 30 and work as follows:

- In 200-workyear offices, eligible CCAs will be converted to full-time regular career status in their installations.
- In 125- and 100-workyear offices, eligible CCAs will be converted to part-time flexible (PTF) career status in their installations, rather than waiting to convert to full-time career status as CCAs.

CCAs converted pursuant to this provision will not have to serve a probationary period provided they have successfully completed one 360-day term as a CCA.

The parties have agreed to consider the possibility of another one-time conversion after one year. Additionally, the parties have agreed to address situations where CCAs work in small offices (e.g., offices with less than 100 workyears of employment) and have no clear path to a career opportunity.

Local negotiations

The local negotiation period under Article 30 will begin on Oct. 16 and

continue for 30 days, concluding on Nov. 14. There are 22 items that can be negotiated, including local vacation planning and other annual leave rules, the holiday schedule pecking order and whether non-scheduled days will be on a fixed or rotating basis, among others. (For more, see the Contract Talk article on page 33.)

NALC's Contract Administration Unit has updated the local negotiations guide for this round of local negotiations and each national business agent has sent a copy of the guide to every branch in their region. Additional information has been mailed to each branch and uploaded to the "members only" section of the NALC website for branch presidents.

This round of local negotiations will be unique because of changes in the MOU regarding CCA annual leave. The updated MOU requires that CCAs be included in an LMOU's provisions regarding annual leave selections. (For more, see Vice President Lew Drass' column on page 23.)

"It is essential that every branch use the local negotiating period to ensure that every LMOU includes provisions permitting CCAs to be granted annual leave selections during the choice vacation period and for incidental leave," President Rolando said. **PR**



Lawsuit filed against NALC to cancel ratification

In July, two NALC members—Thomas Houff of Richmond, VA Branch 496 and David Noble of Washington, DC Branch 142—filed a lawsuit against NALC in federal court in Washington, DC, to cancel the ratification vote of the proposed tentative 2016-2019 National Agreement between NALC and the U.S. Postal Service. As part of that suit, Houff and Noble asked the court to issue a preliminary injunction that would defer the counting of ballots. On July 28, the U.S. District Court in Washington, DC, denied the request of the two NALC members for a preliminary injunction. The court's denial of their motion meant that the counting of ballots proceeded as scheduled. NALC will report on the lawsuit as it proceeds. **PR**