

APWU Rank & File Advisory Committee members

Minority Report notes:

2018 tentative agreement extension

The following report reflects the views of the minority opinion of the Rank and File Bargaining Advisory Committee. It was an honor to serve on this committee along with our great Sisters and Brothers of the APWU. We appreciate the hard work of all members of the Rank and File Committee and respect the decision that was made. There is no doubt in our minds that everyone worked hard on reaching an agreement and that they did so in good faith with the member's wellbeing in the forefront of their minds.

The Committee originally convened in April 2018 for a session with the National Negotiating Committee (NNC.) The NNC presented the committee with their negotiation goals, strategy and concerns for the upcoming negotiation sessions. The specifics of that session are being omitted in this report due to ongoing negotiations, but the outcome of the April meeting was that the committee had an understanding of what the NNC wanted to accomplish in negotiations.

The committee convened again in September for the final week of negotiations before the contract was originally set to expire. The NNC met with management during this week around the clock. Each evening the committee was given an update by the NNC for main table, craft table and contract article issues from the NNC officers assigned to each of those areas. The NNC's negotiation efforts were met by a management stalemate. Each evening our committee met with the NNC and were told there had been no progress made in obtaining a new contract. As the contract expired on September 20th 2018, without a new deal, APWU and USPS management announced a thirty day extension to continue negotiations.

On December 7th 2018 the committee met at APWU HQ in Washington DC. The purpose of the meeting was for members of the NNC to present the committee with a two year contract extension tentative agreement reached between the APWU and USPS management containing wage benefits provisions along with twenty-eight tentative agreement items.

Prior to the committee's vote on this proposal there were intense deliberations about the agreement between the parties. The deliberations included discussions with APWU National Executive Board members President Mark Dimondstein, Vice President Debby Szeredy and Industrial Relations Director Vance Zimmerman. The committee was able to discuss the proposed agreement with Craft officers from the Clerk and Maintenance craft as well. The committee also discussed the agreement, and what to expect in potential arbitration, with APWU Negotiations Support and Special Project Manager Phil Tabbita, who was the APWU arbitration advocate for the arbitration hearings which produced the 2015-2018 APWU USPS Collective Bargaining Agreement.

The Rank and File committee also produced specific, detailed Q&A's based upon the tentative agreement presented. The Q&A's were to determine with absolute certainty how proposed tentative agreements were to be interpreted and implemented if the extension were to be voted up by the committee. The committee formulated the questions and how we wanted the questions to be answered. On December 17, 2018 most of the committee produced Q&A's were agreed to by USPS management.

On December 18th 2018 the committee conducted a vote on the proposed two year contract extension tentative agreement. The result of vote was the majority rejected the proposed deal mandating the NNC to reopen negotiations with management. It was announced that impasse was declared by on December 21, 2018.

The wage and benefits in the negotiated tentative agreement were a 1 year 1.3% increase for career employees, two COLA's in 2019, a 2.3% increase for PSE's with an additional .20 cent raise to be effective May 2019 for wages. The benefits included the union keeping our health benefit contribution the same for one year and modest increases in the uniform allowance.

At the conclusion of the first year of the two year extension both parties would enter into a compensation reopener for wages, COLAs and health benefits. The committee had various concerns over this issue. While compensation reopeners are a part of collective bargaining the APWU had never agreed to compensation reopener terms in past negotiations. The minority opinion was concerned that this change in APWU traditional bargaining tactics would cause members to be hesitant in agreeing to the agreement if sent out for ratification. The pros and cons of the issue were raised

considering what would change economically for the Postal Service over the one-year period. Ultimately, the minority opinion was the compensation reopener should be decided by the membership.

In the tentative agreements, tweaks were made to the Article 1.6 Global Settlement Agreement that would have allowed for a change in the way management could do bargaining unit work in level 18 offices. The explanation from NNC were that this tweak did not allow for any more work to be done in a 4 week period than can currently be done. What the NNC viewed this as doing was to allow the PTFs in these offices an opportunity to pick up more work hours—including overtime hours under various circumstances. It would have also created the opportunity for employees who are denied leave because of “no coverage” or a postmaster being “out of hours” from being denied time off. They also stated they have negotiated very strict criteria that had to be met before any alterations to the current 15 hours per week could be deviated from without penalty. The minority opinion was that based on the explanation from NNC, yes, stewards would have to enforce and file grievances if the criteria were violated—just like they must do now every 4-weeks when the bargaining unit work report is released by the Postal Service.

MS-47 TL-5 exceptions to the Line H payments were also negotiated. The explanation from NNC was that there were no changes in how payments were to be calculated for MS-47 TL-5 Line H payments. There was also not an outright abolishment to line H in the proposed agreement. The proposal was to allow management to exempt hours for jobs that were withheld, military leave, FMLA etc. This exemption was allowed only after very strict criteria had been met. The criteria to be met were that the facility had to be “fully staffed” and contractual overtime had been exhausted. If a job was vacant due to a retirement, bid change, promotion, etc. the facility is not fully staffed, no exception could take place. They also stated that the restrictions to exempt hours from Line H nearly impossible to meet. It is quite possible that new “exemptions” would lead to the Postal Service getting closer to full staffing. We share the view of the NNC the restrictions to exempt hours from Line H were nearly impossible to meet in any office that has more than one custodial employee. In exchange for the possible exceptions the grade 3 and 4 positions were granted an additional step, a step J, worth nearly \$1100 above the previous step. These negotiations were not going to reverse the TL-5 which none of us are pleased with. But the TL-5 wasn’t negotiated during a contract. It was negotiated as a settlement to a national dispute on the changes to the MS-47 TL-3.

Utilization of D/A 81-3 PSEs in Level 21 and above offices was another negotiated item. The proposed agreement allowed for window trained 813 PSEs to provide coverage in level 21 and above offices. Management would only be allowed to apply this change when the career employee was absent or career vacancies were posted and in the process of being filled; and an 814 PSE was unavailable. There was concern as to what absent meant in the language. Through the committees formulated Q & A's absent was deemed to mean on any type of leave, management agreed to this definition. In addition, Pool and Relief clerks and the overtime desired list were to be utilized prior to an 813 PSE to provide window coverage.

Every Memorandum of Understanding currently listed in the 2015 CBA would have been continued for the life of the agreement. This of course would have included the 50-mile limitation on excessing that has prevented employees from being uprooted and required to move hundreds of miles away or leave the Postal Service. The no-layoff protection for the employees who have not yet obtained 6-years of career service in the Postal Service would have continued uninterrupted—as well as the current limitations on PVS and retail subcontracting. A memo that is important to many is the Residual MOU that has led to many PSE conversions. We mention these MOUs because these items that have become commonly accepted norms are not guaranteed in a future contract or arbitration. Keeping them all was important.

The tentative agreement guaranteed a day off with advance notice for PTF and PSE employees. Of course, if a PTF or PSE wanted to work all 7-days a week—the option to turn down the guaranteed day off was left—though we believe everyone should have a rest day. We believe this was a significant gain.

In relation to our concerns over changes to existing language and policy previously mentioned, we concluded that management chooses not to follow policy and violate the contract on a daily basis. For example, the overtime principles have been in our contracts for decades—but we file overtime grievances every day. Holiday scheduling is a regular violation. Supervisors performing bargaining unit work, improper job reversions, etc. are just examples of management violating the contract daily. Nothing this union will ever negotiate will stop management and front-line supervisors from violating the contract and eliminate the need for stewards to file grievances.

Our union has been built on disagreement with management and even within our own body. But we should never let disagreement drive a wedge between us that management can use against us in future negotiations or arbitration proceedings. Yes, we disagree with our sisters and brothers on the committee, but we believe our job was not to indict our national officers or make a determination of whether or not some

unwritten protocol was followed, but rather to judge the tentative agreement on its merits and make a determination per the APWU Constitution.

No contract is ever perfect. Negotiations are not one sided. It is a give and take. We will never get everything we want, and neither will our adversary sitting across the negotiation table. If perfection is our standard no agreement will ever go to the membership for ratification. Did the minority believe this was perfect? No. Do we agree with everything placed in front of us? No.

As a matter of process, the committee felt tentative agreements, which were not presented to the committee when negotiated, were not in accordance with the APWU Constitution. Future committees should be given access to all tentative agreements when signed or an explanation as to why a delay in presentation was necessary. The tentative agreements that caused the most concern were not the agreements that the committee thought could have been presented at an earlier time.

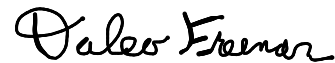
In conclusion we, the minority opinion, thought the contract worthy to be sent out to the membership for ratification.

Scott M. Hoffman

Committee Chair Person

Not a member minority opinion

Daleo Freeman



Minority opinion spokesperson

appointed by minority opinion members