

# Postal Worker

## West

ISSUED BY

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SPECIAL CONTRACT EDITION

May 2019

## They're Back !!

WASHINGTON DC- Management has begun the process of planning and executing involuntary reassignments,

Postal officials issued notice to Union HQ of their intent to abolish, revert or excess from BMEU and Mailing Requirement operations, including the Pacific and Western Areas. After almost a year of supposed evaluation and interviews management is gearing up for actual excessing (i.e., involuntary reassignments). The Union has been alerting locals of this eventual impact for some time and issued a Do's and Don'ts listing for clerks to follow.

Recently the Area Managers directed Districts to begin the staffing need studies. Managers reviewed the total monthly statements; electronic statements and seamless statements of the operation to generate their "Earned Hours to Process" reports and base their "full time equivalent" staffing needs.

"Bottom line, this translates to involuntary reassignments when jobs start being abolished. But the effect is trickled down depending on what defines a section and whether excessing is from a section, craft or installation that determines who will be impacted", stated Regional Coordinator Omar Gonzalez.

Preliminary reports from HQ was that excessing would be from the impacted sections. However, management implemented so called "All Right Sizing" which also includes excessing outside of the facilities. Target dates for completion are in August 2019.

In the Western Area, besides these impacts, management has begun implementing Withholding and plan excessing out of smaller installations beginning in Utah. "The Region is mobilizing to ready for an onslaught of impacts as management implements their misnamed right sizing initiatives", said Gonzalez.

## Nearly 60,000 Exposed To Lay-Off

WASHINGTON DC- A consequence of the failure to approve a ratification vote on the Tentative Agreement (TA) is the expiration of protection against lay-off to 58,930 postal workers.



This protection against lay off to career employees with less than six years of earned service would have continued under the TA's terms of an extended contract had the TA been ratified. However, a vote was not approved on the TA and efforts to re-open negotiations were not fruitful. The contract is in mediation and slated for eventual arbitration. (see related story on page 2)

### Lay-Offs In Lieu of Excessing

Article 6 of the CBA provides that in lieu of excessing (i.e., involuntary reassignment) management could impose a lay off and reduction in force (RIF) for lack of work or other legitimate business reasons.

There has not been official postal furloughs since the '30s but the process for laying off employees has long been established under the *Strategic Transformation Plan* of the early 2000s.

The administration of the contractual lay-off process would be at the Regional level with notice and declarations from management as to what seniority units are to be impacted. The equities of seniority, severance pay issues, order of lay-off, problems with health insurance coverage and accuracy of recall lists will be monitored and challenged at the Regional level via direct challenges and appeals.

"Given the current climate in D.C. and the economic state of affairs claimed by management we cannot ignore the real possibility of a lay-off or RIF especially with the PMG's recent testimony that USPS does not have sufficient cash to meet all existing legal obligations," said Omar Gonzalez Regional Coordinator.

"Should, God forbid, a lay-off be imposed the Region would have to be ready to ensure compliance with statutory, regulatory and contractual requirements, including policing competitive areas, representation rights, reassignments and benefit protections. We can't afford to bank management will do what's right. Hell they can't do our realignments right," said Coordinator Gonzalez

## WHY THE TENTATIVE AGREEMENT WAS NOT VOTED ON

Contrary to what some believe, although the National Negotiations Committee (NCC) has full authority to negotiate the terms of any collective bargaining Agreement, the Rank & File Bargaining Advisory Committee is given full "veto power" over the proposed National Agreement. If a majority of the voting members of the committee vote against acceptance of the proposed agreement, the contract will not be sent out on a referendum (e.g. not sent out for a vote to ratify or reject) and shall be considered a mandate to the National Negotiations Committee (NCC) to reopen negotiations.

Each of the National Executive Board officers appoints one (1) member to serve on the Rank and File Bargaining Advisory Committee. Although there are no constitutional provisions for the Rank & File BAC to issue reports, both the majority and minority factions of the committee issued reports on their position (full reports can be Googled) via the internet and posts. **Editor's Note: There is a lot of dicta but it is good reading to gain a perspective. The overviews were omitted due to space and the names were omitted but the positions are stated word per word.**

### MAJORITY (DON'T ALLOW VOTE) OPINION REPORT

On the onset, we were informed by President Dimondstein that the Postal Service had sought "relief" in certain areas. These areas were in the amount of hours postmaster were permitted to work in the smaller offices (up to fifteen hours per week), the restriction of 81-3 PSEs to work the window and, relief from their Line H obligations in the Maintenance Craft.

From the beginning, the Committee had grave concerns that the "relief" the Service sought was, in fact, relief from themselves. All three of those items sought exceptions from adhering to previously negotiated items. Items that have cost the Service by way of monetary liability, job preservation, job creation, and/or potential conversions. The Committee felt that all three of these items presented the APWU's assurance of contract compliance which, to this date, has not fully occurred.

Quite simply, the requested "relief" was a form of reneging; and these proposals represented the APWU's reneging on itself, and giving blessing to the Service for non-compliance on issues that they received their dividends up front, and now wanted the APWU approval to get out of the previous settlements and negotiated contract language.

The Committee found that the allowable exceptions on those topics were completely controllable by the Postal Service. The Postal Service could manipulate the factors which would trigger "exceptions" which would in fact, render previously negotiated language and liabilities useless. In other words, our leverage in contract enforcement and future negotiations would be neutered. To call it concessionary would be mild. The Postal Service would be able to control factors to create exceptions on issues that have thus far led to massive monetary liabilities, job preservation and creation, and future leverage. This is not a quid pro quo scenario.

The Service has received their quid in previous contracts. We are still waiting for our quo. For instance, in regards to the Maintenance issue, the Service implemented their TL-5 cleaning methodology for custodial work. This resulted in substantial position loss and less allotted time to perform custodial work. The Service reaped the benefit of this, already saving big on personnel and hours/wages spent.

Continued on page 3

### MINORITY (DO ALLOW VOTE) OPINION REPORT

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 with an additional .20 cent raise to be effective May 2019 for wages. The benefits included the union keeping our health 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 concerning 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 the 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 more hours—including overtime hours under various circumstances. It would have also created the opportunity for employees who were 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

Continued on page 3

## MAJORITY (DON'T ALLOW VOTE) REPORT *cont...from page.2*

The APWU's concerns were for clean facilities and stiff monetary liability for failing to maintain clean facilities, and protection for our maintenance employees for being cheated out of paid hours necessary to get the job done according to management's own formulas.

The relief the Service states they need in this regard is due to their own non-compliance to the aforementioned contractual requirements. In the Committee's work we discovered the Maintenance Craft had summarily dismissed the Service's proposal on this issue. Yet, after the Crafts exclusion from the process, it was accepted by the President and Director of Industrial Relations, negotiating alone.

This theme was repeated in the Clerk Craft proposals. The Service sought relief and alteration from the language limiting postmasters from performing bargaining unit work in smaller offices. These limitations ensure our craft employees do not have their bargaining unit work encroached upon by management. This preserved hours for PTFs. It preserves full-time bid positions. It is an impediment to excessing.

Once again, the Committee felt the Service was requesting "relief" from their own bad behavior, and from scenarios that were orchestrated by management itself. Management controls staffing. Short staffing would actually contribute to some of the factors that would allow exceptions to the permitted hours of postmaster work.

Additionally, the standing language states postmasters are permitted to work up to fifteen hours per week., The Postal Service has perverted this by mandating postmasters work three hours per day, without fail. By doing so, they often exhaust their work hours capital early in the week., thereby exceeding the allowance later in the week. Now they seek further allowance for mismanagement, and interpreting language in a light that repeatedly leads to monetary remedy.

The Committee once again felt like the APWU was negotiating against itself, giving back protections previously negotiated, and allowing management to not only ignore standing language, but be in control of factors that allow exceptions to our protections. The Clerk Craft was not privy to this proposal until the Rank & File presented it to them in our investigative process. The Clerk Craft did not view this proposal as favorable.

The next bone of contention concerned the "relief" the Postal Service requested by the current language barring Mail Processing PSEs from performing window duties. The Service has already acknowledged and benefitted from this entire category of employee. The APWU negotiated this category, however, with some restrictions. Caps and percentages are some such protective restrictions.

In a nutshell, this proposal is a back door attempt to raise PSE percentages for window work, without actually stating the percentages have been raised.

Continued on page 6

## MINORITY (DO ALLOW VOTE) REPORT *cont.....from page 2*

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 payment 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. If a job was vacant due to retirement, bid change, promotion, 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 were nearly impossible to meet. It is quite possible that new "exceptions" would lead the Postal Service getting closer to full staffing. We share the view of the NNC the restriction 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, work nearly \$1110 above 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 MS-47 TL-3.

Utilization of D/A 81-3 PSEs in Level 21 and the above was another negotiated item. The proposed agreement allowed for window training 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-lay off protection for 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. We believe this was a significant gain.

Continued on page 6

# CONTRACT MATTERS



## A BIT OF HISTORY by Omar Gonzalez, Regional Coordinator

The so called “economic package” of the contract is often referred to

as our “Bread and Butter” issues. These proposals are usually submitted 14-20 days before a CBA expires. Union Wage and Money Demands usually ask for more pay and improved benefits.

**The first ever** federal “bread and butter” collective bargaining agreement was reached by the US Post Office Department and seven craft unions on July 20, 1971. It provided for FIVE \$250 wage increases, plus a \$300 bonus. And a COLA, job security that **prohibited lay offs** and a grievance procedure.

**The 1973 CBA** was agreed to and provided wage increases of \$700 the first year and \$400 the second year. USPS provided full coverage of life insurance but included a staged increase in employee contributions to health insurance. The COLA was uncapped as well.

**The 1975 CBA** was settled by the Federal Mediation and Conciliation Service. It was a 3 year contract which provided for 12% wage increases, the same uncapped COLA, and an increase to 75% of USPS’s contribution to health insurance.

**The 1978 CBA** was agreed to one hour before it expired that provided for a 2% wage increase and six capped COLAs. The pay raise was lower than the rise in postal productivity . And inflation was higher than the capped COLA. That CBA was rejected by the then 49 member Rank & File Bargaining Advisory Committee but they also voted to send the CBA for a ratification vote. The National Convention held a month later rejected the CBA on a roll call vote. A few weeks later the membership rejected the CBA with 172,800 plus members taking the time to vote. The Unions demanded that USPS return to the table but the PMG refused but eventually a compromise was reached. The CBA went to arbitration that resulted in what is called– *The Healy Award*.

The cap on the COLA was removed and postal workers were granted a 9.5% wage increase. But the **No Lay-Off** provision was modified and those workers hired after Sept. 15, 1978 had to earn the protection by working six years 20 out of 26 pay periods per year.

**The 1981 CBA** resulted in hour by hour extensions after the midnight hour. A preliminary agreement was reached at 4am but management reneged. Finally an actual pact was reached that provided for three \$300 annual pay increases, an uncapped COLA, a \$150 cash bonus if the CBA was ratified, shift differentials and the 1978 **No Lay Off** clause.

**The 1984 CBA** resulted in management implementing their two tier pay proposal when the contract expired without agreement. The Union went to court but management was not stopped until Congress intervened to stop management. The dispute ended in arbitration resulting in what is referred to as “*The Kerr Award*” which provided for a 2.7% pay increase for “incumbent employees” , COLA but, also a lower starting salaries and longer step increase waiting period.

**The 1987 CBA** was a negotiated agreement that provided a 2% wage increase in the 1st year, two \$250 increases the 2nd year, two \$300 increases the 3rd year and \$200 increase that last 4 months of the 4th year. A COLA with seven adjustments and **retention of the 1978 No Lay-Off clause**.

**The 1990 CBA** was negotiated as the PMG reduced the delivery service standards and sought a rate increase. The Union called for the PMG to resign. The CBA went to arbitration resulting in what is called “*The Mittenhal Award*”. It provided for a one time cash payment of \$351 in lieu of a retroactive pay increase, a COLA and general increases of 1.2% in mid 1991 and 1.5% near the end of 1991, 1.5% increase Nov 1992 and 1.6% increase in Nov. 1993. New entry level pay steps for Lv 1-10; 10% lower starting rates for 6.5% lower starting salary rates for Lv 8-10. We also went from 90/10 FT ratio to PT to an 80/20 ratio. Transitional employees were established.

**The 1994 CBA** provided for a 1.2% increase Nov 1995; a 1.2% increase Nov 1997 and a one time cash payment of 2.78% effective October 1995 with an additional \$400 cash payment effective Nov. 1996. **Lay Off Protections** were maintained and a COLA was retained.

## Contract Matters Continued

The **1998 CBA** provided for a 2.0% increase in 1998, a 1.4% effective in 1999. COLA was retained and so were the **Lay-Off Protections**.

The **2000 CBA** was an impasse and the contract went to arbitration which resulted in what is called “*The Goldberg Award*”. It provided for a 1.2% salary increase effective November 2000. A 1/8% increase effective November 2001 and a 1.4% increase in November 2002. The Arbitrator rejected management’s effort to reduce night differential and change Sunday premiums . COLA and **Lay-Off Protections were retained**.

The **2003 CBA was extended through 2006** and provided for a 1.6% pay increase effective March 2006 to be based on the annual salary in effect in September 2005 after the COLA increase of July 2005.

The **2006 CBA** provided a 1.3% increase of pay effective Nov 2006 and a 1.2% increase effective November 2009. COLA and **Lay-Off Protections** were retained

The **2010 CBA** was historic in that one National President began the negotiations and a different National President reached agreement on the contract. This CBA redefined the meaning of Full-time employment and the Full-time work week. Also the PMG who began the contract talks resigned/retired and a different PMG reached agreement.



PMG Potter awarded the late President William Burrus with the PMG’s Medal of Freedom on Burrus’ last day negotiating. Burrus left the presidency on November 10, 2010.

This CBA also eliminated the “casual” as a supplemental workforce and established the **PSE** (Postal Support Employee). The CBA was approved by the Rank & File Bargaining Advisory Committee for a ratification vote and the union’s membership voted to accept the CBA.

This CBA also resulted in the National Convention adopting changes to the Union’s Constitution requiring the National negotiators to complete as many Q&As as possible regarding any new agreed upon contract language or changes in the CBA prior to giving the CBA to the Rank & File Bargaining Advisory Committee. The Convention also declared that when an agreement is sent to the members for ratification, it should reflect exactly what the CBA will be . The language is not be changed after it is approved. **Lay-off protection was retained**.

The **2015 CBA** was an arbitrated contract pursuant to an Arbitration Award issued by Impartial Arbitrator Stephen Goldberg Management had sought to eliminate the COLA but the Union won that. The Union fought to eliminate lower wage scales for new career employees while USPS demanded an even lower 3rd tier. The arbitrator rejected both parties. Employees were made to pay 1% more for health benefits.

The Union fought hard to have all PSEs converted to career but did not prevail. Instead the Arbitrator eliminated PSEs in Maintenance. Parts of MVS MOU was eliminated but MVS PSEs were converted. In the Clerk Craft the arbitrator supported the need for lower-cost PSEs in mail processing but ordered a one time conversion of all PSEs and left the caps in tact. Interestingly Goldberg recognized the 29% quit rate among PSEs demonstrating their dissatisfaction with postal employment. The Union won PSE holiday leave pay for six of the major holidays. But not Sick Leave, which the Arbitrator denied because he said, “annual leave was already provided to PSEs”. On **Lay-Off** the Arbitrator extended the protection offered in the Lay-Off Memorandum of Understanding to September 20, 2018.



The 2010 accord was seen as a \$3 billion concession to USPS supposedly to give USPS viability.

“**May 2019** you are living contract history. The Tentative Agreement was vetoed by a majority of the Rank & File Advisory Committee and we are now in mediation soon to be followed by arbitration absent agreement. Will we retain **Lay-Off** protections for everyone during the life of the next contract?” That remains to be seen– Support Your Union,” said Coordinator Omar Gonzalez.

### MAJORITY (DON'T ALLOW VOTE) REPORT *cont...from page.3*

The circumstances that would allow such actions are once again within the control of management, who is asking for relief from their decision to revert, abolish or forestall job creation in Function 4 offices. It is merely relief from ineptitude, and deliberate violations by their own hands. This proposal would have a clear negative impact on job retention, creation, PTF hours, PSE conversions etc. Once again the Committee felt it was in essence APWU negotiating against advances and protections already gained and paid for by this Union. The Clerk Craft Officers had not seen this language that was included in the Tentative Agreements, until presented by the Rank and File, and they did not view it as favorable. One of the largest areas of concern of the Committee was over the arching involvement of Article 12 in all of this. As we all know, Article 12 is the Article that governs excessing. One need only recall the events of 2017 to see the connection and devastating effects Article 12 can play, and that management is prone to use it without justification. In 2017, management put the APWU universe under Article 12. In doing so, they reverted and abolished positions. They cut the workforce by fear mongering, inducing retirements. They effectively halted conversions by eliminating necessary positions and withholding others as residual vacancies. In the end, this exercise manifested itself in a minuscule amount of actual excessing. Under the guise of phantom excessing, a tremendous amount of damage occurred. Each of the above described proposals would incentivize the Service to turn to a weapon that has already been used....Article 12. Under these proposals, Article 12 placement would be triggers to circumvent our protections. It would give the Service carte blanche to violate the spirit and intent of both Maintenance and Clerk protections and opportunities. For instance, the Service would be incentivized to place an installation under Article 12. They could eliminate their liabilities in regards to payment and performance of custodial work. Our facilities would not be cleaned properly, nor our custodians paid for work that should have been performed. In the Clerk Craft, as in the past, they would now revert positions, withhold vacancies, and now claim exceptions for allowing Mail Processing PSEs to backfill the reverted, withheld positions, without penalty of job creation or monetary liability. The Committee is merely recalling the realities of management's proven tactics of a year ago. Why on earth would we make it even more beneficial to hurt us, and do so with impunity? The Rank and File saw these agreements as one-sided with benefits only to management and not reflective of the realities of the current workroom floor and management's action in the field. The one year pay raise in a two year contract is also problematic. First this in no way compensates the members for what the Committee saw as major give backs/"reliefs". The one year raise is modest and routine. It is consistent with what has been achieved in arbitration. In addition, the contractual language/"reliefs" would be permanent changes, where the contract would be extended for two years, with only a one year raise guaranteed. The wage re-negotiations would begin 8/1/2019, for the 9/20/2019–9/20/2020 period, with the process of arbitration to commence shortly thereafter, if no agreement was reached on the second year pay raise. The Committee saw this as another immediate "relief" for management, resulting in an inevitable fight for the second year's pay raise. Since the theme of the Lead Negotiators was to avoid arbitration, then why would we agree to arbitrate wages for our second year, and then have to begin a new round of negotiations and potential arbitration for our new contract in September of 2020. The other signed Tentative Agreements would fall into the category of second tier. The sum totals, and gains, in no way equal or mitigate the above negatives of the primary Tentative Agreements. For example, there was a slight bump in uniform allowances, improvement in language for mutual exchanges in the Clerk Craft, an optional minimum guarantee of one day off....*continued next column*

### MINORITY (DO ALLOW VOTE) REPORT *cont.....from page 3*

In relation to our concerns over changes to existing language and policy previously mention, 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 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 without 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. 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 out standard no agreement will ever go to the membership for ratification. Did the minority believe this was perfect? No. Do we agree with everything before 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 committee thought could have been presented at an earlier time. In conclusion we, the minority opinion, thought the contract worth to be sent out to the membership for ratification **Minority opinion spokesperson**

*Continued from first column...* per service week for PTFs and PSEs, a new top Step for Level 3 and 4 Maintenance Craft employees, a work environment improvement agreement, for which management built in an escape clause. None of the above was able to overcome the potential damage, and concessionary primary proposals, and a tepid one year raise. Conspicuously absent is any reference to the M.V.S. Craft. This Craft had a number of positive Craft specific Tentative Agreements which were negotiated by the Craft Officers. In summary, the routine economic package and secondary Tentative Agreements could not outweigh the obvious damage caused to the membership if agreed to. The Committee also feels compelled to make the following observations. We believe the spirit and intent and checks and balances contained in the National Constitution have been violated. First, although the title mandates the Craft Division Officers be on the National Negotiations Committee, we found this occurred in name only. The record clearly reflects their exclusion in the negotiating process. Second, the Rank and File Committee was not privy to, nor was provided any Tentative Agreements as they were signed. These components are in place so that the members' elected officers' expertise and voices from the Crafts are part of the negotiations. Presentation of the executed Tentative Agreements to the Rank and File allows for a more democratic process, more time for study and potential advisement, which is the defined role of the Committee. These checks and balances are in place so that no one person can control the negotiations, make decisions for which they lack formal expertise or can single handedly harm the body by making potential harmful agreements in secret. That is exactly what happened in this round of negotiations. This was not an extension, but rather a new contract negotiated outside of the controls and mandates of the National APWU Constitution.

**Chair and Majority Opinion Member**

**Editor's Note: Apologies for small font point but the effort is to get both opinions in on one issue. Typos are inadvertent and dedicated to those who need to find fault.**