

Industrial Relations Report

National President's Conference

March 2022 Niagara Falls, NY

Vance Zimmerman, Director

Contract and Ratification Update

With contract ratification having been completed and the members who voted having overwhelmingly ratified the 2021-2024 National Agreement, the Industrial Relations Department continues to be working diligently on implementation of the agreement.

It is no small task to take proposals that have been agreed upon and turn them into contract language. The staff of the Department immediately began writing contract language on the general articles and inserting it into the version the agreement that was sent out to the membership. Once assembled, the agreement was proofread. Proofreading involves multiple teams of two individuals reading aloud to each other the agreement and comparing it to previous versions and the drafts of the new language. As you can imagine, this is not a quick process. Once changes are submitted and made, proofreading must be done again. Members of the proofreading team was not limited to the Industrial Relations Department and I want to thank the vital members of the proofreading team for making the tentative agreement was ready to be sent out with the ballots.

Now we move onto a final version of the agreement. This now requires that the agreement be put into the size that is to be printed in the joint version of the contract. Once this was done, proofreading began again. The entire contract has to be read aloud again by the proofing teams as change in format and size could lead to errors. Proofing was completed by the proofing teams on February 22, 2022. The difficult part is now beginning—joint reading and approval by both parties. Every page, comma, capitalized letter, page heading, etc. is confirmed and agreed to by the parties. Once this process is complete, the contract can be published and printed. The first meeting of the parties to meet on the final version has been scheduled for March 9, 2022.

Implementation is more than just getting the contract printed. It will also include the parties working on the things that are required by the new agreement. For example, management has now directed the APWU represented bargaining unit employees in our Information Technology and Accounting Services (IT/AS) unit to begin reprogramming the payroll systems and other various systems that need to be programmed with the pay increases due the employees, ensure that PTFs and PSEs receive their advanced leave that is now required, and other items. We are also in the process of scheduling the required meetings that involve the various headquarter level Joint Labor Management Committees and the initial meetings related to the new Workplace Environment Improvement MOUs to name a few.

Some important dates for implementation. Note dates are considered as “no later than”:

- November 21, 2021—First general increase effective (will be paid retroactive at date TBD)
- January 1, 2022—Juneteenth recognized as holiday by USPS, PTF pay will increase reflecting 11th holiday effective (will be paid retroactive at date TBD)
- February 26, 2022—First COLA increase effective (will be paid retroactive at date TBD)
- March 12, 2022—Maintenance upgrading/reclassification of position effective

- March 31, 2022—Parties must meet to begin implementation of Work Environment Improvement Task Force MOU
- April 9, 2022—Additional 50 cents per hour for PSEs effective
- April 29, 2022—PSEs with at least 24-months of relative standing in current installation to be converted to career (excluding PSEs assigned to Level 4-RMPOs). Most likely this will be April 23, 2022 as that is the first day of a pay period.
- April 29, 2022—FTF duty assignments at Remote Encoding Center must be eliminated and reposted as FTR
- April 30, 2022—Parties to meet to jointly develop and pilot new procedures related to the *Assignment of PTF Hub Clerks* MOU
- May 23, 2022—First Day of Local Negotiation period (See MOU attached)

Other sections that do not have some kind of effective date or “after XXX days” type of language went into effect on February 28, 2022 per Article 43 that was sent out to the field on Wednesday March 2, 2022.

With the new language and changes to our CBA, the *Joint Contract Interpretation Manual* (JCIM) will be updated. Updates are based on national arbitration decisions received since the last version of the JCIM was issued as well as any new MOUs, Step-4 settlements, or “questions and answers” issued. As with previous versions, Secretary-Treasurer Liz Powell will be overseeing the changes to this version of the JCIM.

Also, as part of a new contract, “local implementation” is authorized to take place under Article 30. Part of *Local Implementation* is the agreement by the parties to a *Local Memorandum of Understanding for Locals without a Local Union Structure*. The parties agreed to extend the agreement that was in place for the term of the 2018-2021 agreement. Dates and some grammatical changes were made for the 2021-2024 version. It is available now on the Industrial Relations webpage and is currently in the process of being printed.

Locals may choose to open up their local negotiations to make changes to their locally negotiated memorandums of understanding. An MOU establishing the timelines for local negotiations was sent to the field on March 2, 2022 and is attached for your reference. Also, to help locals with this process, the Industrial Relations Department has released an updated version of the *Collective Bargaining Report* (CBR) on local negotiations. Each local will be sent some copies of this CBR to help with their negotiations. A page has been added to the APWU website with resources for you to download and assist in negotiating your LMOU. You can find links to the timeline MOU, CBR, impasse forms, note taking forms, and the *LMOU for Offices Without a Local Structure* for you to reference. The site can be found at www.apwu.org/local-implementation.

Other APWU Negotiated contracts

The Support Services Division was also successful in negotiating the first contract with the APWU represented employees at the Human Resources Shared Services Center (HRSSC). In late 2019 the non-supervisory employees voted to join the APWU. Upon joining the APWU, contract negotiations began. As with most initial union contracts—and because of the COVID-19 Pandemic—negotiations took longer than expected. However, a contract was reached in the fall of 2021. The contract granted regular pay raises, step increases, and more. The new bargaining unit voted unanimously to ratify their agreement.

Additionally, the Information Technology/Accounting Services (IT/AS) contract was extended. The extension agreement included three retroactive COLA increases plus one additional COLA and two

general increases as part of the extension. The IT/AS employees ratified the agreement by 95% for and 5% against.

Upcoming Training Opportunities

The IRD will be offering some training in the coming months.

- April 5, 2022—Dealing with the National Labor Relations Board
 - Two Sessions
 - 1-3 pm Eastern
 - 7-9 pm Eastern
- April 26, 2022—Electronic Grievance System
 - Time to be determined
- TBA—Fentanyl in the Mail
 - This training is being developed and produced with a grant from OSHA. We will have your Regional Safety and Health Representatives will be trained to provide this training and can come to your local meetings or state/multi-state events. We will also be offering this at the national convention. This will be a 2-hour course. If you are interested, please contact Charlie Cash to make arrangements to send a trainer to provide the course.
- National Convention
 - In conjunction with the Research and Education Department, Joyce Robinson, Director; the IRD will be conducting the following courses:
 - Labor Law Fundamentals
 - Stand Up for Safe Jobs
 - APWU SEARCH

We encourage everyone to participate in one or all of these training opportunities if they can.

National Arbitration Update

Q10C-4Q-C 16050516 Postmaster End of Day Remedy: Arbitrator Das issued his remedy award on September 16, 2021. The Postal Service is claimed that no more than \$14.7 million should be awarded. Arbitrator Das awarded \$20.5 million to be distributed as follows:

- to affected bargaining unit employees as determined by the union;
or if that option is declined by the union:
- to clerks who worked in offices where the PMEOD function was enabled based on the relative number of days they worked during the period that function was enabled.

Remedy disbursement is still being finalized by the Clerk Craft in conjunction with legal counsel.

Q06C-4Q-C 11182451 Return of 110 HCR Routes to Postal Vehicle Service (PVS): This case involved the USPS's failure to return highway contracted routes to the MVS craft. Arbitrator Das issued his award on June 4, 2021. The APWU asked for a monetary remedy and an order requiring the Postal Service to keep all 110 PVS routes as PVS until four years after the routes had been converted from HCR to PVS. In response to the union's request for an award to effectuate his 2016 ruling, Arbitrator Das agreed with the APWU that we are entitled to an appropriate additional remedy to include a monetary remedy "based on the number of additional hours that would have been worked on unconverted routes if they had been

timely converted during the periods from January 1, 2019 through March 31, 2020, and prospectively, from July 1, 2021 until the conversions are completed." Arbitrator Das also ordered that the remaining routes be converted to PVS employees as soon as reasonably practical. Unfortunately, the dispute of the remedy is continuing. Arbitrator Das has been asked to provide additional dates so that the parties can go back before him to address the unresolved issues.

Q15T-4Q-C 19267345 eWHEP Auto Population of Tour This case involves the Postal Service's implementation of new software that auto-populates the numbers of tours operating in a building when determining annual staffing hours. The case was heard in mid-May 2021. The arbitrator issued her award and the case was denied December 17, 2021.

Q10C-4Q-C 15174956 Clerk Craft Jobs MOU—Remedy This case involved the Clerk Craft Jobs MOU arbitration award issued by Arbitrator Stephen Goldberg. The case was scheduled to be heard on January 19-20, 2022. The dates were cancelled upon settlement. In his initial award, Arbitrator Goldberg ordered that the Postal Service comply and provide the bargaining unit 800 administrative and technical positions. The January 14, 2022 Settlement Agreement requires an additional 54 duty assignments be posted no later than September 30, 2022, it memorializes the "ripple effect" and awards out-of-schedule pay to successful bidders and employees awarded the bids, make whole in pay level differences, and make whole remedy for PSE conversions to career. As more details become available, the Clerk Craft will provide them to the field.

Q15-C-4Q-C 18055498 Safety Ambassador Program This case was scheduled for arbitration before Arbitrator Homer LaRue on February 3-4, 2022. On January 28, 2022, the Postal Service entered into a settlement agreement with the APWU. The Postal Service agreed to permanently suspend and withdraw the Safety Ambassador Program. This includes any guidelines, manuals, or training that the Postal Service attempted to introduce with the program.

Q94C-4Q-J 97026616 & Q06M-4Q-J 13009562 AFCS (Automated Facer Cancellor System) Arbitrator Sharnoff issued his award on January 31, 2022. Arbitrator Sharnoff confirmed that there is a high bar for overturning the Postal Service's jurisdictional determinations – based on the information available to the Postal Service at the time it makes its decision, the Postal Service's decision cannot be arbitrary, capricious, unreasonable, based on improper considerations, or otherwise constitute "an abuse of the USPS's discretion to make such determinations under the RI-399 Guidelines." The NPMHU failed to get over this bar with its claims that the Operator position on the significantly redesigned AFCS 200 should be assigned to Mail Handlers. Given the changes to the Operator position and the distribution functions of the AFCS 200, Arbitrator Sharnoff confirmed that the Postal Service's jurisdictional grant to Clerks was proper. Arbitrator Sharnoff's Award means that Clerks must be assigned to the Operator position on the AFCS 200. Any pending RI-399 disputes at the local level should be settled in accordance with this Award. Contact Lynn Pallas-Barber with any questions that may arise in implementing Arbitrator Sharnoff's Award at the local level.

RI-399 Jurisdictional Cases Remaining:

Q15C-4Q-J 19341447 & Q15C-4Q-J 19341277 ADUS (Automated Delivery Unit Sorter)
Q15C-4Q-J 19383448 USS (Universal Sack Sorter)

Briefs have been submitted and we are awaiting Arbitrator Sharnoff's awards.

Upcoming Arbitration Schedules

The parties have solicited availability dates from our three national arbitrators, Homer La Rue (Article 19), Margo Newman, and Daniel Brent for possible hearing dates for May through September. We are currently looking at cases and attempting to reach agreement with the Postal Service on what dates to schedule hearings and what cases will be arbitrated.

Vaccine Mandates Legal Challenges Information

As you are all aware, President Joe Biden issued an executive order directing OSHA to issue new regulations that will require businesses with 100 or more employees to get vaccinated against the coronavirus. The Postal Service would have been subject to these regulations. The Supreme Court of the United States (SCOTUS) upheld an injunction preventing the Rule from being implemented and subsequently OSHA withdrew the Rule before the SCOTUS could reach the merits of the many challenges to the Rule. The Postal Service withdrew its plans to implement the rule once it was withdrawn.

The APWU continues to encourage all Postal Employees who are eligible and medically able, receive one of the available vaccinations. The data and science clearly show that the vaccine slows the spread, prevents severe illness, and greatly reduces deaths due to COVID-19 amongst the vaccinated.

Reminder: Postal Employees Who Contract COVID-19 Should File OWCP Claims

If a postal employee had exposure to a member of the public or any other employee at work, they are deemed under the law to have had exposure to COVID-19. If the employee can produce a positive laboratory verified test result, the claim will more than likely be accepted. Claims are being approved quickly by OWCP if they have the proper documentation. Recently, the Office of Workers Compensation Programs released clarifying information on these types of claims. Specifically—at home rapid tests will not be accepted as evidence of COVID-19 unless there is supporting medical documentation (narrative) from a physician accompanying the test results. Laboratory confirmed PCR tests will continue to be accepted on its own as evidence of COVID-19 infections. Management provided instructions to their supervisors and managers on the handling of these claims in February. This information was previously sent out to the field. If you need a copy of this information, please contact Charlie Cash.

Other things to note:

- If a claim is filed more than 30-days after diagnosis/infection employees **are not** entitled to Continuation of Pay (COP). However, they may submit a form CA-7 requesting that any time lost from work be compensated by OWCP.
- Employees may file a new claim if they are reinfected with COVID-19 more than 90-days after a previous COVID-19 diagnosis.

Wounded Warrior Leave

An issue was raised about management demanding additional documentation for Wounded Warrior Leave. The situation involved an employee who had their doctor complete the required *PS Form 5980*. The doctor had stated that the employee needed additional days of rest/recovery. The local postal officials, following the wording of *PolicyNet* on the Blue network were demanding documentation for each missed day to include a *PS Form 5980* for every day. It was raised that this was improper and that the language on *PolicyNet* was in conflict with *MI EL-510-2019-2*. We argued that once *PS Form 5980* is completed, the duration of the time for treatment/recover listed on the form was covered and additional documentation was not required--much like FMLA documentation. The Postal Service agreed with us and is currently looking at changing the wording on *PolicyNet*.

Electronic Grievance System

Ever since EGS began, the goal was that documents would be exchanged via cloud links. Links would be embedded in the emails for downloading of files. However, the Postal Service was initially against it. Attaching files to emails in EGS proved problematic for the Postal Service. The Postal Service has put severe limitations on their incoming email system so any email with attachments larger than 8MB would not reach their destinations. The Postal Service recognized the problem and approached the APWU about moving to cloud link technology. We have been piloting "link technology" with some locals for over a year now. There have been no issues with emails using the cloud links reaching their destinations. It is safe, effective, and does not grant the Postal Service access into your EGS system/database. There will be no changes to how you select files to send. The cloud links will be generated by the system and automatically inserted in the emails. Based on the success of the pilot sites, on May 1, 2022, all EGS systems will be changed to cloud links and files will no longer be attached to emails. Charlie Cash can address any questions you may have on this. It will also be a topic in the upcoming EGS training on April 19, 2022.

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE AND THE AMERICAN POSTAL WORKERS UNION, AFL-CIO

Re: Timeline for Local Implementation

The parties agree to the deadlines for appeal and discussion of impasse items, establishing the following timeline for the local implementation period should either party desire to open discussions:

- **Negotiations Occur for 30 Consecutive-Days within a 60-Day Period**

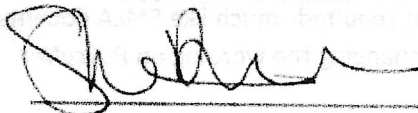
**Commencing: May 23, 2022
And Ending: July 22, 2022**

- **Written Notice of Intent to Negotiate: No Later Than June 6, 2022**
- **Initial Proposals Must be Exchanged: within the first 21 days of the 30 consecutive day implementation period.**
- **All Negotiations End: July 22, 2022**
- **Appeal Impasse: Not Later than August 12, 2022**

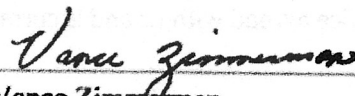
(APWU to Labor Relations Service Center)

(USPS to APWU Regional Coordinator)

- **APWU Region/USPS Area Impasse Discussions End: September 28, 2022**
- **Appeals to Arbitration: No Later Than October 19, 2022**



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