

Rank and File Report

The following is a summary of the findings of the Rank & File Advisory Committee; Majority view

Overview

The Committee met various times, and had full authority and opportunity to vet the proposal. This included requesting multiple presentations from President Dimondstein, Director Vance Zimmerman and Phil Tabbita. The Committee also had full authority and access to the various Craft Officers as this is part of the Committee's constitutional role of checks and balances.

The Committee also convened to formulate Questions and Answers in regards to the Tentative Agreement(s) in an effort to clarify, mitigate, and ensure the parties were of mutual understanding as to the exact meaning of the presented documents.

After the above described processes took place, the Committee deliberated, brought forth their concerns and opinions, and voted on December 18, 2018. The results were a 9 - 4 vote against sending out the proposal for ratification. This rejection is considered a mandate to the National Negotiations Committee to re-open negotiations.

We were informed that the re-opened negotiations took place in the two days following the Committee's vote, and prior to the December 21, 2018, announcement that impasse has been reached.

Per the National Constitution, the National Negotiations Committee is to be comprised of the President, Executive Vice President, Industrial Relations Director, and the four Craft Division Directors (Clerk, Maintenance, M.V.S. and Support Services). In our investigative process, it was discovered that the Craft Division Officers, as well as the Executive Vice President, were not allowed and did not participate in the entire process and, in particular, the language presented to the Rank and File Committee. This will be discussed further in this report.

The following is a brief summary as to the reasons and rationale for the rejected proposal(s).

At 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 postmasters 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 represented the APWU's assurances of contract compliance which, to this date, has not fully occurred.

Quite simply, the requested "relief" was a form of renegeing; and these proposals represented the APWU's renegeing 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 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. 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 the 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 mis-management, and interpreting language in a light that repeatedly leads to a 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. The circumstances that would allow such actions are once again within the control of postal management, who is asking for relief from their decisions

to revert, abolish or forestall job creation in Function 4 offices. It is merely relief from ineptitude, and deliberate violations orchestrated 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 the 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 the over arching involvement of Article 12 in all 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 proper 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 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 Craft 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 actions 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, whereas 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. Their sum totals, and gains, in no way equal or mitigate the above described 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 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.

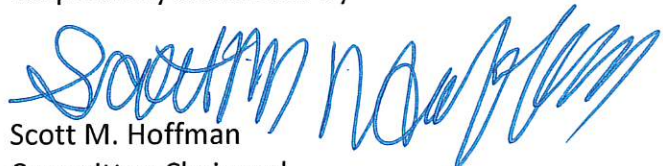
Conspicuously absent is any reference to the M.V.S. Craft. This Craft had a number of positive Craft specific Tentative Agreements which were negotiated by the Craft Officers.

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 have 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 the 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.

Respectfully Submitted by



Scott M. Hoffman
Committee Chair and
Majority Opinion Member

February 22, 2019