

Rank-and-File Committee Approves Tentative Contract

APWU Members to Vote on Proposed Agreement

The APWU Rank-and-File Bargaining Advisory Committee voted unanimously on Dec. 7 to approve the union's tentative 2006 Collective Bargaining Agreement. The agreement will be sent to union members for a ratification vote, which the committee will supervise.

The four-year tentative agreement provides for two wage increases and an upgrade for all APWU-represented employees. There will be two Cost-of-Living Adjustments (COLAs) each year.

The contract also provides for the elimination of part-time flexibles as a workforce category in large offices no

This is an excellent agreement that protects the rights and interests of postal workers as well as the American people."

Burrus and other officers briefed the Rank-and-File Committee in Washington on Dec. 7; deliberations began immediately thereafter.

"I am most pleased by the elimination of part-time flexibles from the workforce in '200 man-year' offices," Burrus said. "That has been our objective for generations – and finally we have made significant progress. In 1993, all PTFs on the rolls were converted to regular – but when any new hiring was done, PTFs were back in business. This time, PTFs will be converted, and new hiring will be as full-time regulars. This is truly a major achievement.

"Of course, winning across-the-board upgrades is no small matter either," he said.

Princella Vogel, chairperson of the Rank-and-File Committee, said, "We are making history with some of the innovations in this agreement – the elimination of part-time flexibles in '200 man-year' offices is a major, major accomplishment.

"We understood that we would have to make some sacrifices in health benefits, but we feel the overall package is a good one. We kept the 'No Layoff' clause, and we retained the COLAs. These were both very important."

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– Committee Chairperson Princella Vogel

later than Dec. 1, 2007. All PTFs in offices of 200 man-years or more will be converted to full-time regular by that date. (See Page 2 for an explanation of "200 man-year" offices.)

The Postal Service will pay 95 percent of healthcare premiums for employees enrolled in the APWU Consumer Driven Health Plan; for workers enrolled in other health plans, the employees' share of premiums will increase 1 percent per year for four years, beginning in 2008.

Agreements specific to each craft (Clerk, Maintenance, Motor Vehicle Service, and Support Services) were negotiated as well.

"This agreement will make fundamental changes to postal employment because the American Postal Workers Union dared to challenge the past," Burrus said. "We refused to accept the premise that 'the way it has always been' is good enough.

"The result is that if the contract is ratified, all present and future APWU-represented employees will experience vastly improved wages, benefits, and conditions of employment.

A Long Road

"The collective bargaining process is expected to be controversial and difficult," Burrus said, "so APWU negotiators were not surprised that postal management was not immediately receptive to our bargaining demands. But we have been able to work through our disagreements because we approached bargaining without consideration of what other postal unions may or may not achieve, and because we began to explore significant changes long before the opening of formal bargaining.

"Six months prior to the opening of negotiations, we requested that management consider changes on important issues. These advance discussions permitted postal officials to consider the effects certain changes would have on their ability to manage the Postal Service," the union president noted. "In the final analysis, they have agreed with the union that modifications are appropriate for the employees and the public we serve."

Terms of the Proposed Contract

Wages, Upgrades, COLAs

- There will be a 1.3 percent raise, effective Nov. 25, 2006;
- All APWU-represented employees will receive an upgrade of one level, effective Feb. 16, 2008, implemented by the adoption of a new pay scale;
- Transitional Employees (TEs) will be upgraded as well;
- There will be a 1.2 percent raise, effective Nov. 21, 2009;
- Cost-of-Living-Adjustments will be made in March and September each year, with a base index of July 2006.

Healthcare Premiums

- The Postal Service will pay 95 percent of premiums for employees enrolled in the APWU Consumer Driven Health Plan, effective in 2008;
- To be eligible, employees must have been members of a Federal Employee Health Benefit Program (FEHBP) for a minimum of one year;
- Employees' share of healthcare premium costs will increase 1 percent each year for employees enrolled in other plans, in 2008, 2009, 2010, and 2011.

Workforce Issues

- Clerk Craft PTFs will be eliminated as a workforce category in offices of 200 man-years or more, effective Dec. 1, 2007;
- All Clerk Craft part-time flexible employees in offices of 200 man-years or more in the regular workforce will be converted to regular, no later than Dec. 1, 2007;
- Except for reporting periods 3 and 4 (December), the limit on the number of casual employees the Postal Service may hire within a district will be decreased from 15 percent to 6 percent of the total number of career employees in the district;
- The number of casuals that may be hired nationwide within the APWU bargaining unit will be increased from 5.9 percent to 6 percent;
- Except for reporting period 3 and 4, the number of casuals that may be employed within an installation in any reporting period shall not exceed 11 percent of the total number of Clerk Craft employees within that installation. (Previous contracts did not limit the number of casuals within an installation);
- Full-time regular Clerk Craft employees on the Overtime Desired List (ODL) will be given priority scheduling for overtime work over casuals doing overtime work;
- The total number of part-time regular employees shall not exceed 2.5 percent of the total number of employees in the Clerk, Maintenance, and Motor Vehicle Crafts;
- In offices of 200 man-years or more in the regular workforce, career Clerk Craft employees will have consecutive scheduled days off, unless otherwise agreed to by the local parties;

- In offices of 200 man-years or more, casuals will only be assigned to Tour 2 if there are no career Clerk Craft employees assigned to Tour 1 or Tour 3;
- Casuals in offices of 200 man-years or more will be limited to assignments that do not require training or testing;
- Casual employees will have a 360-day period of employment;
- Clerk Craft casual employment will not be considered "in lieu of full or part-time employees" in installations of 200 man-years or more;
- Existing PTF maximization/conversion rules will remain unchanged for other crafts;
- The full-time to part-time ratio in the Motor Vehicle Craft will continue at the same percentage as exists on Nov. 20, 2006.

Retail Sales Task Force

- A task force will be convened to establish a Retail Sales Associate program in commercial establishments;
- The program will include the union providing lists of prospective workers to the Postal Service to perform retail sales in commercial establishments;
- The task force will begin meeting no later than Feb. 7, 2007, and conclude by May 1, 2007.

Uniform Allowances

- There will be a 2.5 percent increase in uniform and work clothes allowances in each year of the contract.

Leave, Holiday Provisions

- At the option of the local parties, the union may assume responsibility for the administration of scheduling overtime, choice vacation periods, and/or holiday work;
- APWU-represented employees will be automatically granted up to three days of leave (from annual leave, sick leave, or leave without pay) due to the death of a family member, with additional leave subject to normal leave provisions;
- Up to seven days of administrative leave per year may be granted for donations of bone marrow, stem cells, and blood platelets, with up to 30 days for organ donations.

Light/Limited Duty Assignments

- Management will give advance written notification to the local union president when it plans to reassign an ill or injured light- or limited-duty employee from a non-APWU-represented craft into an APWU-represented craft;
- The reassignment or re-employment of light- or limited-duty employees from other crafts to perform APWU bargaining unit work must be made in accordance with the provisions of Article 13 of the National Agreement.

What Is a '200 Man-Year' Office?

Offices of 200 man-years or more are determined by adding all paid hours for USPS career employees in crafts represented by the APWU, the National Association of Letter Carriers, and the National Postal Mail Handlers Union, and dividing by 2,080.

If the result is 200 or more, the office qualifies as a "200 man-year" office. The measure is based on the 12-

months preceding the beginning of a new Collective Bargaining Agreement. The determination remains in effect throughout the life of the agreement. Paid hours include work hours, overtime, and leave hours.

When the list of "200 man-year" offices for the 2006 agreement has been received from the Postal Service, it will be posted at www.apwu.org.

Terms of the Proposed Contract

Safety and Health

- A Memorandum of Understanding (MOU) affirms that safe and healthful working conditions must be provided for postal employees who perform duties at non-postal facilities through engineering and administrative controls, personal protective equipment, enforcement of safe work practices, withdrawal of employees from the private-sector facility, and, if necessary, curtailment of mail;
- An implementation process will be created to ensure employees in off-site locations are protected by the Postal Service's safety and health program.

Local Implementation

- The parties agree to jointly develop a model "Local Memorandum of Understanding" within 90 days from effective date of agreement, which will be applied in those offices not covered by any LMOU because of the absence of a local union structure.

Miscellaneous Topics

- The parties agree to develop a means to provide for the electronic inspection and review of documents, files, and records necessary for processing grievances;
- When a decision has been made at the field level to subcontract bargaining unit work, the union at the local level will be given notification;

Clerk Craft

- Full-time employees who remain in an "unencumbered" status for more than 120 days shall demonstrate the need to post newly established full-time regular duty assignments;
- Unencumbered clerks must be assigned to residual duty assignments within 21 days;
- Management must post the duties (manual letters, manual flats, box section, etc.) on Mail Processing Clerk vacancy notices;
- When the senior bidder for a position listed in Article 37.3.F.7 fails to qualify, the next senior bidder will be placed into training with a full deferment period;
- PTF and PTR employees will be given the opportunity to simultaneously express their preferences for residual duty assignments, within 28 days;
- All retail operations will remain within the installation which they are part of and future retail operations established within the jurisdiction of an installation shall become a part of the installation;
- A Retail Training Task Force will address the problems of timely training for senior bidders in retail, bulk mail, passport applications, mailing requirements, and other matters;
- A Team Lead Task Force will examine ways to provide employees with greater responsibility for service to customers, including work assignments, administrative support, scheduling, etc.;
- When excessing occurs outside of a section, the duty assignments held by clerks who are junior to the most senior clerk whose job is abolished will be posted for bid within the section, if the senior clerk is currently qualified for the position;
- Residual full-time vacancies must be posted for bid among eligible part-time regulars within 28 days;
- A task force will explore the creation of Bilingual Sales and Service Associate positions for areas where there are insufficient bilingual employees and the community has a diverse population;
- 204Bs will not be permitted to express a preference for

residual full-time duty assignments, nor will they be permitted to exercise retreat rights;

- 204Bs must remain in their craft assignments for a minimum of five working days if they return to the craft to avoid the re-posting of their bid position or in order to bid;
- Full-time regular and part-time regular employees will be permitted to engage in mutual exchanges.

Dec. 14 Teleconference

APWU President William Burrus will discuss provisions of the tentative Collective Bargaining Agreement with APWU members via teleconference on Dec. 14, beginning at 11 a.m. EST.

To participate in the teleconference, members will need an access code, which will be sent via e-mail to local and state presidents. Interested members should arrange to participate through their local or state presidents. If you are a local or state president but the national office does not have your e-mail address, please send your name (Last, First), your Local name, your Employee I.D. number, and your e-mail address to: localpresidents@apwu.org.

Maintenance Craft

- All training opportunities must be assigned to the senior volunteer, regardless of level;
- Selection for mandatory training must be made by juniority;
- Notice of training must be provided as far in advance as possible, with a minimum notice of two weeks;
- Excessed employees will receive "saved grade";
- Excessed employees who return to the craft may do so at the same or lower level;
- Employees may not be promoted while detailed to a non-bargaining unit position;
- 204Bs must return to the craft for a full pay period in order to avoid the re-posting of their bargaining unit assignment;
- Management must maintain an installation-wide seniority roster;
- Seniority tie-breakers were identified, and will apply to all actions;
- PER and PAR provisions were clarified;
- Lock-in provisions were modified.

Motor Vehicle Service Craft

- Justification for abolishing a Motor Vehicle duty assignment would exist for example if the majority of work assigned to that duty assignment will no longer be performed;
- All residual vacancies (including those for driver positions) must be filled, either by conversion of a PTF or other means (such as promotion, transfer or new hiring);
- Management must respond in writing to MVS Craft concerns when new equipment is presented for testing;
- Employees must be given a minimum of 14 days advance notice of any off-site training.

Support Services Craft

- The Memorandum of Understanding on Mail Equipment Shop Operations, which requires management to inform the union as far in advance as practicable of decisions that will substantially alter operations or affect jobs, was extended.