

Postal Worker West

ISSUED BY

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REGIONAL COORDINATOR

No Contract Deal Yet

CONTRACT TALKS TO CONTINUE



Clock Frozen @ 11:59pm

WASHINGTON DC— After weeks of contract talks the parties have not been able to hammer out a “tentative agreement” on a new pact that will cover 204,000+ postal workers.

The Union and Management have agreed to “freeze the clock”, a term used to describe the preservation of

time for the parties to continue talking in an effort to reach agreement on the terms of a new contract. Legally, the current contract was set to expire at midnight September 20, 2024 but the current terms continue up to and including the arbitration process.

What gave rise to the possibility of being able to reach agreement was movement on several proposals. The Maintenance Craft was first to break the ice by reaching some initial agreements. Contract talks are divided into three parts— Main Table (general articles and principals), Small Table (craft articles) and Sub-committees (on various memorandums). Each craft designates representatives to serve on their teams, with the Core Negotiators made up of constitutionally designated officers including the National President and Industrial Relations Director.

What Happens Now?

While the parties continue talking, the current contract terms regarding wages, hours and working conditions continue in effect. Meanwhile the Union prepares presentations, witnesses and evidence to be used in arbitration should talks fail and the outcome of the contract go before a neutral arbiter.



The Union's Clerk Craft Committee reviews clerk proposals in advance of meeting with management counterparts.

Worker Availability Blamed

“If they’d only come to work!”

Atlanta GA— Ever since the PMG’s RP&DC fiasco at the Palmetto facility, bosses have pointed a dirty finger at employees for failing to report for work.

The mile long lines of trucks seeking access to the Regional PDC’s docks, mountains of delayed mail, damaged packages and general chaos brought leery attention to the PMG’s so called *Delivering For America* plan.

Congress held a hearing and in the midst of admitting failure, the PMG cast part of the blame on what he called “employee availability” meaning attendance issues. This sparked a rash of crack downs nationwide on attendance related issues often resulting in managers misapplying leave regulations and official postal policies.

“Postal leave regulations have not changed in 46 years, nor can they,” said Regional Coordinator Omar Gonzalez.



A BRIEF HISTORY OF OUR CBA

Far too many postal workers take their rights and benefits for granted. It is not so much due to indifference as much as it is due to the daily trials and tribulations of postal work life.

But for more that sixty-five (65) years after the first postal local union was chartered, postal workers could only collectively beg for any kind of rights. The rest of the unionized private sector had enjoyed the right to negotiate over wages, hours and working conditions for 35 years.

Most of our members do not realize the scope of collective bargaining, a legal process by which workers, through their union negotiate with their employer, an actual contract on the terms of their employment covering not just pay but hours, health benefits, safety policies, leave, training, working assignments, bidding and almost all aspects of their postal employment.

Both sides spend considerable resources on negotiations.

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Literally the CBA is our “collective bargaining agreement” with the US Postal Service. The CBA has to be re-negotiated and if there is no agreement the CBA is then determined by an Arbitrator. Before 1971 postal unions could not negotiate over wages and had limited recognition by the federal government. The following is a brief history of the CBA:

1971-1973 following the national postal strike the 1st CBA was negotiated by seven unions.

1973-1978 the APWU, Letter Carriers and Mail handlers negotiated a CBA together.

1978-1981 the CBA was arbitrated

1981-1994 only the APWU and Letter Carriers negotiated the CBA together.

1994-1998 the APWU negotiated the CBA alone.

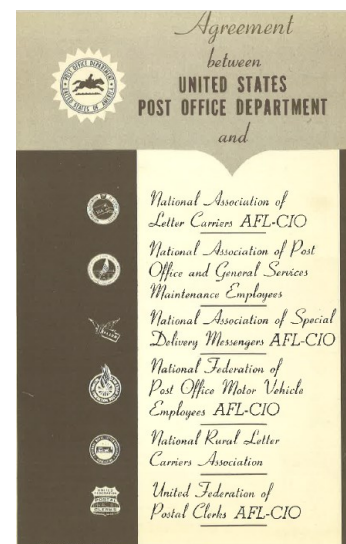
1998-2000 APWU negotiated alone.

2000-2006 the CBA was arbitrated and there was an extension thru 2005

2006-2010 APWU negotiated alone **2010-2015** APWU negotiated alone

2015-2018 was arbitrated with the **2021-2024** CBA being negotiated by APWU alone.

In the Postal Service, negotiations can be and have been at times contentious. The goal is to reach mutual agreement which is not always the case. Postal workers give their labor in return for wages, benefits and job security. The law provides a process when the Union and management fail to reach a CBA including a cooling off period, mediation and arbitration.



Prior to 1970 the unions were not truly recognized. Yet, despite their restricted status the Unions did meet with the P.O. Depart. and worked on what was called an agreement. The Agreement above covered multiple crafts in the 1960s but did not provide for wages or benefits.



TIC TOCK ON TACS

The 2010 contract negotiations resulted in a Memorandum of Understanding (MOU) that created Lead Clerks in both mail processing and retail operations.

The intent of having Lead Clerks, some would say, was to provide oversight and support to employees in the absence of a supervisor. Others would say the intent was to eliminate temporary supervisor assignments (204Bs) altogether.

In either case, the original duties of the Lead Clerks were extended to include certain Time & Attendance duties with pay being one level higher than the majority of clerk employees in the operation.

Trials, Tribulations & Triumphs

Since the inception of the Lead Clerk position many issues have developed giving rise to disputes, appeals, Q&As, more disputes and hundreds of grievances. To add to their trials, too many fellow clerks resented their co-worker telling them what to do. Then, supervisors tried to have the Lead Clerk do their “dirty work” while the bosses took away craft work and performed legitimate Lead Clerk duties.

When grievance appeals finally began to be adjudicated resulting in thousands and millions of dollars being paid out for violations of Lead Clerk duties even more grievances flooded the appeals system.

Remedies and Rumors

In some instances, settlements are reached at the Regional level, if and when, LR Mgrs. are authorized to do so by bigwigs. Other monetary awards are granted by arbitrators, some of which are still pending and have not been complied with. Reportedly, a “global” settlement of all pending appeals is being negotiated at the National level that could have millions of dollars being disbursed among affected employees likely sparking other issues. At press time the status of such a possible global settlement could not be confirmed.

Come to work....

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“Far too often its bosses that create attendance issues by not addressing harassment , by not properly applying leave regulations and by not talking to their employees,” decried Coordinator Gonzalez.

The Regional Coordinator has issued guidance on the leave rules, attendance discipline and related issues which are available upon request.

Highlights of some guidance follows:

Managers are required to administer the leave program on an equitable basis and consider not just the needs of the service but ALSO consider the welfare of the individual employee. [ELM 511.1]

To control unscheduled absences managers are required to discuss attendance records with individual employees when warranted. [ELM 511.21]

Management must maintain (i.e., have accurate, timely, legible, completed with relevant information and acted upon) 3971s. [ELM 511.41]
Under CBA Article 3 management must comply with ALL of their own rules!

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Mail Delays Expected

The PMG is set to delay the country's mail even more with his RTO (*Regional Transportation Optimization*) initiative.

RTO eliminates collecting afternoon mail which will be picked up the next day. RTO affects offices more than 50 miles from the RPDCs in turn affecting delivery standards.

To top it off the PMG is changing the delivery standards eliminating a transit day (Sunday) so that local mail deposited on a Saturday will still be considered "timely delivered" *IF* delivered by Wednesday.

The overall impact of these changes to service remains to be seen. In the Western Region the preliminary targets are in communities and offices located in Phoenix, Portland, Boise, and San Bernardino but as more RP&DCs are activated more communities will be affected.

Reports indicate that as many as 82% of the post offices in some locations may be affected.

"All these changes eventually impact postal workers directly or indirectly. But, in no way should the PMG's mail slow down be blamed on the dedicated postal workers we represent," said Regional Coordinator Omar Gonzalez. "We need to ensure America knows who is to blame," he added.

ISSUES STILL PLAGUE REGIONAL P&DCs

WASHINGTON DC- Various issues at the Regional RP&DCs continue to afflict craft employees and impact service.

Regional Coordinators, the National Secretary Treasurer and the Local Presidents of currently deployed RP&DCs met to discuss the issues that the Union continues to face at these facilities.

Staffing, bid postings, abolishments, delayed mail, transportation run discrepancies, and the failure of management to meet on issues raised by Local Reps were just some of the issues raised by the Local Presidents.

The "usual" struggles faced by most Locals are also prevalent at the RP&DCs including no GATS #s, RFIs ignored and the struggles with the RI 399 process to protect clerk jobs from mail handler jurisdictional grabs.

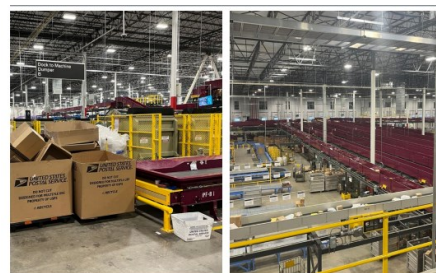
The issue of "Dispatch Coordinators", which USPS assigned to the MVS Craft, sparked an internal union dispute when the Clerk National Director argued the jobs belong to his craft even though motor vehicle service is part of the APWU along with clerks.

Management took advantage of the intra union fighting but then agreed to a pause in posting the assignments to allow the Union to sort it out. No progress on that effort has been made at press time.

Management Fails to Learn Lessons

Seemingly echoing the issues raised by the Local Unions, recent reports of the OIG have identified that problems surfacing related to staffing, training and supervision at other regional facilities have not been adequately addressed by the bosses.

Also reported was the dip in mail service. USPS has spent millions of dollars on the activation of these huge facilities. These mega plants are intended to facilitate the consolidation of mail processing operations with an expected work hour savings in the multi millions of dollars.



Photos OIG Report

However, issues such as poor training, inadequate transportation plans, unsafe work places, congestion, and the failure of preparing maintenance personnel for the acceptance and maintenance of the equipment have all led to service issues.

The monster machines, Matrix Regional Sorters (MaRS), are out of this world in size. However, mail processing rates are falling short which will likely translate to the failure of management to meet their "expected" savings.

National Union officials committed to bring the issues raised by the Local Presidents to the National Craft Officers and responsible postal officials.

"There will be more RP&DCs deployed in 2025 and we must be prepared to address these issues ahead of time", said Regional Coordinator Omar Gonzalez. "But the bosses have to cooperate or they will fail to achieve their goals," added Gonzalez.

The OIG recommended to management that they work with the Union on proper staffing. Management disagreed with the OIG claiming they did not fully comprehend the union contract.

"What the bosses have to realize is we, the Union, do not want to nor pretend to run the USPS. However, as the voice of the workers if they listen, learn, and cooperate with the Union at the Local and National and employees (in who's productivity they rely on) the operational aspects of these behemoths will better serve employees, managers and the American public," said Regional Coordinator Omar Gonzalez.

MAIL HANDLER FIGHT OVER JOBS TO INTENSIFY IN 2025



WESTERN REGION– Postal officials have notified the Union of the implementation of additional Sortation & Delivery Centers (S&DCs) and deployment of equipment affecting the jurisdiction of job assignments.

The notification identifies February 22, 2025 as the target date to receive Small

Delivery Unit Sorters (SDUS) and Automated Delivery Unit Sorters (ADUS). The deployment of these equipment is related to the operational changes and consolidations associated with implementation of S&DCs. This deployment will trigger removal of equipment in some spoke offices. Impacts to staff will likely follow in May/June.

Facilities in Arizona, California, Idaho, Oregon, Colorado, New Mexico, will be affected. Following the deployments, additional operational changes will follow in 45 days. (for detailed info on specific offices and the equipment visit the Western Region web site page www.apwuwesternregionimpactstatements.)

Jurisdictional Disputes Expected

In some of these facilities there are currently no Mail handlers assigned requiring activation of the RI 399 process should management create mail handler assignments. However, even in those offices that do have Mail handlers these are operational changes which also activate the RI 399 process.

Many clerk assignments will be affected and excessing (i.e., involuntary reassignments) will occur at offices that will consolidate carrier operations into the SD&C. However, at the S&DCs themselves schedule and staffing changes will occur which no amount of new paint, larger breakrooms or brighter lights will alleviate the apprehension and impact on and to the employee's work and family life.

Regional Instruction 399 (referred to as RI 399) is the process by which Unions representing clerks and mail handlers, along with the Postal Service, are suppose to use to address and resolve who will get the jobs that are created and/or utilized to work at the S&DCs. These are called jurisdictional disputes.

Who is to blame?

Too many affected members blame their Local Union Representatives for the changes that management imposes and for schedule and staffing changes affecting the quality of postal and family life. The Union does not make staffing determinations nor unilaterally assign jurisdiction to the crafts.

Clerk job availability is shrinking. It appears that Management is favoring the Mail Handler craft and showering assignments to and for mail handlers. There is no magic wand to waive to stop the erosion of clerk jobs. The APWU has to fight tooth and nail at every turn. Affected clerks need to be educated on the process. "What we cannot let happen is for management to pit employee against employee while they capitalize on imposing changes that affect our service to the American public," said Regional Coordinator Omar Gonzalez. "But fight we must," he quipped. (for more on RI 399 visit the [apwuwesternregionimpactstatements](http://www.apwuwesternregionimpactstatements) page.

Where Is My Grievance?

With only days left for the moratorium MOU to expire, some Areas have seen improvement. It is easy to blame management for violating the contract but the Union is the moving party and it is the Union that is obligated to appeal the grievances when the contractual time limits dictate. At the ultimate step of the process the Union selects dates for hearing, Disputes over scheduling fall under the responsibility of the Craft Director at the National level. **Clerks with issues can call the Clerk Director at (202) 842-4200**

WESTERN REGION APPEALS REPORT*

District	Clerk Step 3	Clerk Arb	Maint Step 3	Maint Arb	MVS Step 3	MVS Arb
AK	15	2	2	0	0	0
AZ-NM	176	394	9	172	44	39
CA 1	32	160	2	19	1	14
CA 2	92	121	2	98	7	17
CA 3	32	34	0	29	0	5
CA 4	26	35	0	8	2	2
CA 5	11	76	2	14	1	4
CA 6	33	78	19	61	3	6
CO-WY	20	73	0	5	1	15
HI	5	5	1	1	0	0
ID.MT.OR	92	96	6	89	13	170
NV-UT	9	136	4	45	3	5
WA	34	106	4	62	9	42

*Source USPS via APWU HQ (numbers likely more than indicated)

*Direct Appeals Clerks=184 Maintenance=22 MVS=45

October 1st is the start of FY 2025 with management scrambling to clean up as much of their backlog as they can by September 30th.. On behalf of the members of the Western Region Regional Coordinator thanks those NBAs who worked on their case load backlogs

A Word On The CBA Talks From The Regional Coordinator



This is the 11th CBA I have experience with in my postal career and the 9th dealing with the CBA at the National level. The professionalism of our Union's team in this round of negotiations is exemplary. The amount of work our negotiators and their designated committees put in and continue to put in to get you a contract that protects you, your job and your family's standard of living is outstanding.

These dedicated union reps faced a stubborn, indifferent and yes at times arrogant management team. But the serious side bar meetings by our President with the Deputy PMG, along with the persistent bargaining by our Industrial Relations Director and Core Negotiating Team got postal bosses to begin bargaining in good faith to the point that there was not an impasse but an agreement to continue to talk in good faith efforts to reach a negotiated contract.

Whether these continued talks are fruitful remains to be seen. But you can rest assured that if an impasse is reached, these same unionists will do everything in their power to get you a decent contract either negotiated or arbitrated. They need and deserve your support. Thank You.



Maintenance Director Idowu Balogun broke the ice by reaching several initial agreements

Omar M. Gonzalez

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Local Management can not make up rules that vary from the official leave regulations or change the official rules. (CBA Art 10,19)

Local Managers cannot enforce a rule that claims 3 absences in 90 days triggers discipline. (JCIM Article 10)

For COVID absences, sick leave is allowed for the contagious diseases requiring isolation, quarantine or restrictions of movement by Dr. (ELM 513.32)

Deems Desirable status requiring medical documentation for absence of 3 or less days is not automatic and cannot be unreasonable or capricious. (ELM 513. 361; JCIM 10)

When leave is disapproved a supervisor is required to state the reason for denial on the PS 3971.

The employee is the one that completes the PS 3971 on the clock when he/she returns to duty (JCIM 10) and should correct inaccuracies before signing the PS 3971 (F-21 Handbook)

With the crack down intensifying members must not let managers get away with violating the rules.