

# APWU, USPS Reach Tentative Agreement on New Union Contract

## *APWU Members to Vote on Proposed Agreement*

The American Postal Workers Union and the U.S. Postal Service have reached a tentative three-year Collective Bargaining Agreement (CBA), announced APWU President and Lead Negotiator Mark Dimondstein.

The tentative agreement was reached on December 9th and, in accordance with the APWU Constitution, was presented by the National Negotiating Committee to the Rank & File Bargaining Advisory Committee. On December 10th, the Rank & File committee unanimously approved the Tentative Agreement for a ratification vote of the members. The Tentative Agreement has the unanimous approval of the National Negotiating Committee and the support of the National Executive Board.

“This is great news! We have reached an agreement that protects the rights and interests of our members,” Mark Dimondstein said. “The tentative National Agreement contains annual wage increases, protection of full COLAs and no-layoff protections, new opportunities for career work, gains for part time flexibles and a host of other improvements.” (*See summary below*)

“I salute the entire bargaining committee for their outstanding and collective work,” continued President Dimondstein. “I was proud to serve on the National Negotiating Committee along with Industrial Relations Director Vance Zimmerman, who served

as chief spokesperson for the union, Executive Vice President Debby Szeredy, Secretary-Treasurer Elizabeth “Liz” Powell, Clerk Craft Director Lamont Brooks, Maintenance Craft Director Idowu Balogun, Motor Vehicle Director Michael Foster and Support Services Director Steve Brooks. We appreciate the due diligence and hard work exhibited by the Rank & File Bargaining Advisory Committee. We also recognize and appreciate all the officers and staff for their important contributions to these negotiations. Congratulations to every member for Standing Union Strong, All Day Long!”

Importantly, APWU members across the country waged a strong campaign, “Our Union, Our Contract, Our Future,” and united in the demand for a good contract that rewards postal workers for their dedication and hard work.

“We look forward to the membership having an opportunity to vote on this tentative agreement that we believe offers significant improvements in the wages, hours and working conditions in all APWU crafts, as well as new opportunities for PTFs and PSEs,” Industrial Relations Director Vance Zimmerman said.

The APWU is preparing the complete Tentative Agreement to be sent to members with their ratification ballot. Detailed information on the ratification vote will be announced in the near future.

### **Statement from Rank and File Bargaining Advisory Committee**

After extensive review and discussion of the Tentative Agreement provided to the Rank and File Bargaining Advisory Committee, we have voted unanimously on Friday, December 10, 2021, to approve the tentative agreement for the ratification vote by the members of the American Postal Workers Union.

## Summary Terms of the Tentative Collective Bargaining Agreement

### **Contract Length:**

- September 21, 2021 – September 20, 2024

### **General Annual Wage Increases and Cost of Living Allowances (COLA)**

- 1.3% November 20, 2021 (Retroactive)
- 1.3% November 19, 2022
- 1.3% November 18, 2023

- Six (6) Cost of Living Allowances (COLA) for career employees (March and September of each year) with no change to the current formula based on the July 2021 CPI-W. (After the fourth month of the six-month measuring period, the next COLA increase stands at \$0.39 per hour and will be based on the January 2022 CPI-W Index)

*(Tentative Agreement summary continued)*

- PSEs receive the general wage increases and an additional 1% increase each year in lieu of COLA (i.e. 2.3% each November)
- \$0.50/hour additional increase for PSEs effective the first pay period of the second full month after the Agreement is ratified

**Job Security**

- Protection from layoff for career employees with six years of service remains in effect.
- Any current career employee on the rolls as of September 20, 2021, with less than six years of service will be included in the no layoff protections for the life of the National Agreement, providing an additional 72,000 career employees protection from layoffs.
- 50-mile limit on excessing of employees
- The current moratorium on subcontracting of Postal Vehicle Service (PVS) work will continue in its present form during life of the Agreement.

**Holiday Pay**

- Juneteenth added to the holidays for career employees for a total of 11 paid holidays
- PTF pay rate will be increased effective January 1, 2022 to reflect 11 holidays each year.

**Health Insurance**

- No change to the Postal Service contribution to premiums for those participating in the Federal Employees Health Benefits Program.
- 95% Postal Service contribution to premiums of the APWU Consumer Driven Health Plan (CDHP)
- PSEs converted to career will receive credit for time they were enrolled in a FEHBP plan towards the 1-year qualifying period for the 95% Postal Service contribution to CDHP premiums

**Enhanced Level 8 & 11 Pay Scales**

- Grade 8 Pay Scale:
  - Bottom Steps FF-AA eliminated with Step A becoming the first Step.
  - New top Step P added
  - Employees currently in Grade 8 will move into new steps while retaining all credit toward next step
    - ◇ Steps FF-BB moved to Step A
    - ◇ Step AA moved to Step B
    - ◇ Steps B-O moved up one Step
- Grade 11 Pay Scale increased by an average of 2.3% prior to any general increases or COLAs

**Part-Time Flexible (PTF) Work Rules**

- Schedule guarantee of 24-hour per pay period, increased from 2 hours a pay period

- Guaranteed at least four hours of work or pay when scheduled
- Forty (40) hours of annual leave will be advanced at the start of each leave year for immediate use
- Guaranteed a minimum of one (1) non-scheduled day each service week except during the peak season exception period with notice Wednesday the week prior
- Within 90-days of ratification a One-time Voluntary Transfer Opportunity to residual full time regular vacancies in larger offices within a district.

**Automatic Conversion of PSEs in Level 20 offices and above**

- PSEs will be converted to career status upon reaching 24-months of relative standing
  - Clerk PSEs assigned to offices Grade 21 or higher will be converted to Full-Time Flexible with such assignments made in accordance with the Clerk Craft provisions of Art. 37.4
  - Clerk PSEs assigned to Grade 20 offices will be converted to Part-Time Flexible
  - MVS PSEs assigned in any size office will be converted to Part-Time Flexible
  - PSEs converted under this provision start at a new Step GG in Grades 5-7 and Step A in Grade 8.
  - Automatic Conversion does not apply to PSEs assigned to Level-4 RMPOs
- Conversions will still occur prior to the 24-months
  - The “Filling of Residual Vacancy MOU” and Article 37.5.D remains in full force and effect
  - MVS Craft Conversions will be made in accordance with Article 39.2.A.11
  - Conversion occurring earlier to 24-months start at Step FF for Grades 5-7 and Step-A for Grade 8

**Other PSE Provisions**

- Forty (40) hours of advanced annual leave upon completion of an initial 360-day PSE appointment in Level 20 offices and above.
- PSEs assigned to Level 4 RMPOs receive an additional one (1) hour of paid annual leave per pay period upon completion of two (2) 360-day appointments
- PSEs assigned to Level 4 RMPOs upon completion of two 360-day appointments will receive 40 hours of advance leave.
- PSEs will be offered one (1) non-scheduled day each week except during peak season with notice given the Wednesday the week prior.

### **PSE Staffing**

- The 12 PSEs per District assigned to Level 4 RMPOs will no longer count against the 20% District cap
- 10 PSEs in the 46 Package Support Annexes (PSAs) will not count against the District cap (for a total maximum of 460 PSEs) and will be allowed to work in any facility in the installation the PSA is attached to
- During a four (4) week “ramp-up” period prior to the start of accounting period 3, the 20% PSE District cap will be temporarily increased by 1% per week equating to no more than a 4% increase.
- New protections for the OTDL during “ramp-up” whereby prior to utilizing a PSE more than 8 hours in a day or 40 hours in a service week, qualified and available employees on the appropriate OTDL will be utilized. No requirement to use an OTDL employee on the second non-scheduled at the penalty rate prior to using a PSE in excess of 40 hours.

### **Uniform/Work Clothes Program Allowances**

- 2.5% increase to the uniform/work clothes allowances in 2022, 2023, and 2024
- Delivery/Sales Service Distribution Associate (DSSDA) will receive Type 1 uniform allowance
- New “Rollover” program where unused funds can carry over to a successor allowance year

### **Additional Work Rule Improvements**

- Remote Encoding Center staffing ratio changed to 62% Full-time Regular and 38% PSE and all career duty assignments are Full-time Regular.
- 90-day waiting period to use annual leave eliminated for new career employees with 90-days continuous service prior to their conversion.
- Updated the Deaf and Hard of Hearing MOU
- Work Environment Improvement Task Force
- Work Place Free of Harassment
- Enhanced and Expanded Services
- Environmental/Sustainability issues, EAP, and Child and Elder care, included in the jurisdiction of the National Labor Management Committee
- District Safety Committees made permanent
- Right of Union Officials to Enter Postal Installations
- Regional Safety and Health Representative Training Opportunities
- Repromotion MOU
- Article 8 Task Force to address excessive

overtime, particularly in relation to non-list employees

- Election Mail Task Force MOU
- Full per diem for employees training at the NCED facility

### **Additional Clerk Craft Provisions**

- Window training starts within 10-days after posting of the senior bidder
- Updated NTFT duty assignments language
- Pilot program to test new pecking order for the assignment of PTF Hub Clerks
- Filling of Residual Vacancy MOU updated

### **Additional Motor Vehicle Service Craft Provisions**

- PTFs identified for conversion to FTR converted within 28-days
- APWU will have opportunity to submit recommendations on new vehicles prior to specifications being sent to contractors and before manufacturing and completion of new vehicles
- National committee established to address training initiative and opportunities
- HCR limitation on Subcontracting MOU remains in full force and effect.

### **Additional Maintenance Craft Provisions**

- No additional custodial staffing packages will change from MS-47 TL-3 to TL-5 for life of the contract
- Change the calculation method of PS Form 4852 for Juneteenth Holiday
- Annual cap on the number of times an employee can be involuntarily assigned to off-site training courses
- Career employee may request to be tested for maintenance craft positions and if rated eligible may request placement on the appropriate in-service register.
- Updates to the posting of relief assignments in the craft
- Agreement to consolidate and upgrade multiple legacy jobs.
- Employees traveling to NCED for training receive full per diem for length of stay

### **Additional Support Services Craft Provisions**

- In Material Distribution Centers Maintenance Mechanic General Grade 7 eliminated and Building Equipment Mechanic Grade 9 added.
- Penalty Overtime provisions applied to Operating Service employees