

APWU

Northeast Massachusetts Area Local

American Postal Workers Union, AFL-CIO

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An Urgent Message for All APWU Members,

On April 8th, everyone will be mailed a ballot for each member to vote on the ratification of the tentative collective bargaining agreement. This Local Administration has represented the membership for nearly 14 years and never have we encountered such a dangerous tentative agreement as is presented to us each today. The officers of the Northeast Massachusetts Area Local have reviewed the multitude of changes to our contract, participating in both round robin discussions and multiple teleconferences with our national leadership. Our position has never wavered. **PLEASE VOTE NO.**

We have all been inundated with the hard sell from APWU negotiators. You have read their spin in the form of highlights on why they think this agreement is good for APWU members. We ask you to take the time to review this letter and see the TRUTH AND LEARN THE FACTS:

❖ **YOUR GUARANTEE OF A 40 HOUR JOB, 5 DAYS A WEEK WILL BE NO MORE. MANY MEMBERS WILL SUFFER A 25% PAY CUT BY WORKING 30 HOURS OVER SIX DAYS. THIS AFFECTS EVERY CLERK AND MVS EMPLOYEE. EXPECT MAINTENANCE TO BE NEXT. DO YOU WANT TO GIVE UP A GUARANTEE OF 40 HOURS FOR A PROPOSED 30 HOUR GUARANTEE?**

❖ **THOUSANDS AND THOUSANDS OF JOBS WILL BE HANDED OUT TO CASUALS (PSE) IN EVERY CRAFT WITHOUT ANY LIMIT IN THE FUTURE TO ANY NEW WORK. THAT'S RIGHT, NO CAP. CAREER CUSTODIANS WILL SOON BECOME A THING OF THE PAST. NEW MVS RUNS WILL GO AS WELL TO PSE CASUALS.**

❖ **THE 50 MILE LIMIT ON EXCESSING IS NOTHING BUT A FALLACY. LONG DISTANCE EXCESSING WILL CONTINUE AS THE USPS EMBARKS UPON MASSIVE CLOSURE TO STATIONS AND BRANCHES, AMPS AND PLANT CONSOLIDATIONS.**

❖ **THIS CONTRACT SERVES ONLY THE INTERESTS OF THE USPS & APWU NATIONAL HEADQUARTERS OFFICERS (WHO WILL NEVER HAVE TO BE FORCED INTO A 30 HOUR JOB) BY FUNNELING \$270 MILLION INTO THE APWU HEALTH PLAN FOR PSE EMPLOYEES. THEIR REAL OBJECTIVE IS MORE UNION DUES REVENUE FROM THESE NEW LOW WAGE EMPLOYEES. THEIR PARAMOUNT OBJECTIVE IS NOT THE PRESERVATION OF ALL THE GAINS WE HAVE ACHIEVED OVER THE PAST 40 YEARS, BUT THEIR OWN SELF PRESERVATION IN WASHINGTON, D.C.**

❖ **RAISES ARE REALLY NON-EXISTENT AS THE 3.5% INCREASE IS MORE THAN WIPED OUT BY THE 4% INCREASE IN HEALTH BENEFIT PREMIUMS (A TID-BIT THAT THE SPIN MASTERS FAIL TO MENTION).**

❖ **NEVER AGAIN WILL CURRENT APWU MEMBERS BE ABLE TO ACHIEVE ANY REAL PAY INCREASES AS THIS AGREEMENT SETS THE BAR FOR FUTURE CAREER EMPLOYEES TO PERMANENTLY EARN MORE THAN 10% LESS FOR THEIR ENTIRE CAREER THAN WE CURRENTLY EARN. YOUR PAY WILL LIKELY BE FROZEN FOR AT LEAST THE NEXT 15 YEARS.**

❖ **THIS CONTRACT PRESERVES NOTHING, AND PROTECTS NO ONE. ONCE THE DAMAGE IS DONE, THIS CONTRACT CAN NEVER BE UNDONE.**

VOTE NO

We collectively urge each and every member to review very carefully the magnitude and serious pitfalls that will virtually sacrifice your job security forever and the future of good paying postal jobs. Do not fall prey to the hype and hard sell approach of APWU headquarters. Each officer of this Local has reviewed the contents of this contract and have independently and unanimously come to the same conclusion. This contract will serve to be the greatest setback in wages and job security we will ever witness. FOR THE SAKE OF YOUR FUTURE, AND THE FUTURE OF ALL POSTAL WORKERS WE URGE EVERY SINGLE MEMBER TO READ THIS INFORMATION CAREFULLY AND VOTE NO ON THE PROPOSED CONTRACT.

Non-Traditional Assignments: AN END TO THE 40 HOUR WORKWEEK

For years we have warned members facing excessing impacts of the dire consequences of reverting to PTF or PTR status by giving up your 40 hour guarantee. The national spin masters want to sell you the idea of 3 and 4 day work weeks with built in overtime. The APWU has negotiated pilots for 4 /10 hour work days for past contracts, only to see the USPS reject the notion. Don't be fooled into thinking you will see the great job with built in overtime. The USPS plan is to convert the workforce into a part-time staff that will be expanded and contracted as mail volumes fluctuate throughout the year. Expect 6 days, and 30 hours as the norm. Your guarantee of 40 hours will now be reduced to 30.

The following is an excerpt of Postmaster General Donohue concerning the tentative agreement:

Cliff Guffey did a very responsible thing going forward...

The flexible regular came up, and the way it works is this. If you can be a 3 to 11 clerk working five days a week, and your new assignment gives you an opportunity to maybe work in one office for two days, another office for 3 days. As a clerk you may only be working 32 or 33 hours a week as part of your schedule. The whole idea is giving people the opportunity to not have to move, gives the Postal Service the opportunity for a lot more flexibility...On the APWU, they did a very, very, very responsible thing.

We didn't quite hear Donohue mention those supposed jobs working 4 days a week with 48 hours guaranteed. The message here is *Take a 25% pay cut or be excessed.* No National Officer is willing to accept a 25% pay cut. NEITHER SHOULD YOU. All of the national negotiators promoting this agreement earn well over a \$100 K per year on top of drawing their USPS pension since the day they retired. The only two national headquarters officers not drawing their USPS pension on top of their APWU salary are Greg Bell (hire date 1970) and Steve Raymer (hire date 1982).

Per the agreement, 50% of occupied clerk craft Plant 40 hour FTR jobs can and will be re-posted as these NT FTR jobs. In Associate office, the effect is even greater with every 40 hour job potentially being re-posted. The MVS craft is our other impacted craft where no limit is set on the number of NT FTR jobs. The spin masters will tell you that no current 40 hour FTR can be involuntarily forced into such a job. This is a fallacy. When employees are faced with the only option of accepting less than 40 hours or being forced to undergo excessing perhaps hundreds of miles away, many members will be forced to give up their job security that the Union has worked to preserve for more than 40 years.

You will witness future excessing where junior employees accept the pay cut and stay in your former office or section while you get shipped out. Contrary to what you are being told, this Agreement provides language that creates a new category of employment (NTFT) that permits the excessing of senior traditional 40 hour employees and the retention of NTFT bid holders. BEWARE: Excessing continues to be implemented by Craft, Category and Level. Reference is made as follows:

**APWU Power Point, page 9 Article 7 – Non-Traditional Full Time
“NEW CATEGORY OF FULL-TIME CAREER EMPLOYEE IN CLERK
AND MVS CRAFTS.” - (THIS COULDN'T BE ANY CLEARER)**

NTFT MEMO. Page 190 = *Excessed employee with retreat rights (under 12.5.C.4 or 5) may decline the opportunity to retreat to a NTFT assignment without relinquishing the right to retreat to posted traditional FTR assignments. (A SENIOR 40 HOUR FTR CAN/AND WILL BE EXCESSED FROM AN OFFICE WHILE JUNIOR 30 HOUR EMPLOYEES REMAIN; RETENTION OF RETREAT RIGHTS QUITE SIMPLY MEANS YOU ARE OUT OF YOUR OFFICE WHILE A JUNIOR EMPLOYEE ACCEPTS THE REDUCED HOURS & PAY CUT).*

The NTFT job you decline will absolutely be performed by any junior employee willing to succumb to the pressure to give up their 40 hours.

With the give away to casuals of potentially 40,000 to 50,000 APWU bargaining unit jobs and the conversion of nearly every 40 hour FTR to a NT FTR job working less than 40 in offices around the country, you can expect to move your families hundreds of miles from where you live now as you scramble to find a residual 40 hour FTR left somewhere in the country (if you can). *Why is it that everyone promoting this contract as “outstanding for our members” is not themselves volunteering for one of these 30 hour jobs? What does a No Lay-Off provision protect if not our 40 hour workweek???* All disputes regarding these new jobs restrict the filing of local grievances, rendering any language as unenforceable at the local level. This is disgraceful.

THE 50 MILE LIMIT ON EXCESSING IS A FALLACY

Closure to thousands of stations and Branches and Plant consolidations are looming large. Every craft is threatened. As you receive the hard sell from APWU headquarters you will hear the spin that excessing can be no further than 40 to 50 miles. This is untrue. ***The 50 mile cap ends at the expiration of this contract in 4 years.*** You are also not being told of the exclusions to the cap when insufficient residual positions exist within the 50 mile radius (which they do now) or when installation are closed (which they will soon).

The Agreement does not say management cannot excess. Quite to the contrary, **The Memo., Minimizing Excessing, Page 103** – reads as follows:

If in unusual circumstances there are insufficient residual vacancies available for placement within fifty (50) miles, the parties will determine what steps may be taken. (There are no jobs now).

You are sold a bill of goods that implies no excessing beyond 50 miles. If the real intent was no excessing beyond this 4 year radius of 50 miles, why doesn't the language simply read No Excessing Beyond 50 Miles Period? The USPS is not curtailing AMPs, Plant consolidations, Closures to Stations and Branches or shelving their plans for DUO (Delivery Unit Optimization.) ***Where do you think you will find that 40 hour residual job now?***

Good luck to anyone still hoping to hang on to a 40 hour FTR job, because this contract ensures that the 40 hour workweek will be a thing of the past. While you find yourself looking out over hundreds of miles to locate a residual job in which to support your families, thousands of jobs around you have been created for the low wages, no benefit casuals (now called PSEs) and those members willing to sacrifice the 40 hour guarantee for these NT FTR jobs. PSEs working 40 hours a week in neighboring towns will not be displaced to provide you with work opportunities. Much to the contrary, you will be reassigned well outside this 50 mile radius.

This Local, as have others throughout the country, worked diligently to ensure sufficient residual jobs available to our impacted members. The jobs and hours we have successfully preserved will now be assigned to our newest category of non-career union members making a little over \$13.00 per hour. Virtually every vacant custodian job will be now assigned to PSEs, not on the order of an arbitrator but by order of our APWU negotiators who gave the work away to non-career employees. This is a travesty.

PSE (casuals) : THE JOBS OF THE FUTURE

Last contract, we achieved landmark restrictions on the use of casuals. While limits were placed at 11% in 200 man year facilities, permanent casuals are non-existent in the maintenance craft, and restrictions from working jobs requiring training and testing eliminated the use of casuals in almost every office when they were rendered useless. We fought to get rid of TE's and casuals for years. And now the APWU negotiators have given up unlimited casuals to train and utilize in every work function in every craft. ***"We want them to be trained on everything,"*** were the words of Mike Morris, I.R. Director.

You have been told that a 20% cap exists per District in the clerk craft, and a 10% in maintenance and motor vehicle. What you were not told is that this cap is untrue. All the hype of bringing back work into the bargaining unit by the thousands will be assigned to more of the PSE casuals while those numbers will not count towards the cap. (Page 169- Sec. 6. ***PSE's will not be counted towards the allowable percentages of PSE's within a District when employed for new work that is brought into the bargaining units covered by this Agreement, including work that is contracted out that is brought in-house.***) This includes any of the new custodian jobs you heard about, and any HCR route that is brought back into the USPS. **SINCE ALL NEW WORK IS ASSIGNED TO PSEs AND WILL NOT COUNT TOWARDS THESE CAPS, WE COULD SOON SEE 30% and 40% JUST AROUND THE CORNER.**

We applaud the returning of work to all of our crafts, but for the work to go to a career workforce, not private sector workers and certainly not non-career employees. Who benefits by conceding all this work to non-career employees? The USPS obviously does, and so to does APWU Headquarters as the new non-career bargaining unit employee is designed to replenish all that lost union dues from the elimination of over 100,000 bargaining unit career positions.

The APWU national negotiators want casual employees to be the future of the American Postal Workers Union, simply because they anticipate more union dues. When during the New York round robin presentation Mike Morris was asked whether the OTDL will be assigned overtime prior to PSE employees as was the case with casuals, Director Morris unmistakably stated ***"yes, but if it were up to me, I would rather see the employees earning less money get the overtime first. Maybe we can get that next time."*** This statement was clearly stated in front of every national resident executive board officer, and spells out undeniably the agenda of this group of negotiators. Every future gain for this new category of employee will be at the expense of career employment. Is this what you want?

What About Small Offices & PTFs?

You are being told that this tentative agreement benefits small offices. We say take a very close look before you drink the Kool-Aid. For years, we have challenged managers in small offices from performing bargaining unit work. This Agreement would permanently establish postmasters/supervisors to perform bargaining unit work for 25 hours per week in level 16 and below offices, and 15 hours in level 18 offices. In many of our represented offices, this is more work than ever performed. Our regulars and PTFs will all be adversely affected by a reduction in workhours assigned to our members, and in some cases, excessing.

Last contract the APWU achieved conversion of all PTF employees in 200 man year facilities. All those PTFs were then guaranteed 40 hours per week. This round of negotiating proclaims the conversion of PTFs in offices level 21 and above. Unfortunately, this contract provides a conversion to a NT FTR position of perhaps 30 hours per week. In some instances, this will be a pay cut for PTFs. The ultimate goal of any PTF is Full-Time conversion. A 30 hour job is not full-time, and the likelihood of these newly converted PTFs somehow bidding on a vacant 40 hour position is nil. 40 hour jobs in the clerk craft and likely the motor vehicle craft will become nearly obsolete.

PTFs in level 20 offices and below have been promised the possibility of conversion to a NT FTR position where the Union can demonstrate the hours to support such position. A close examination of the actual language, however, makes this virtually impossible to achieve (Page 188 – ***NT FT duty assignments will be created when the union can demonstrate the need for such non-traditional duty assignments and it is***

economically and operationally advantageous to do so). If it were economically and advantageous, USPS managers could have already done this. The positions are called Part-Time Regular.

BENEFITS TO APWU HEADQUARTERS; The True Beneficiary

Like all APWU local unions throughout the country, we have been faced with the reality of fewer members, and consequently far less dues revenue. Declining membership as the USPS pared back over 140,000 jobs in the past 10 years has been an issue of both the National and Local Unions. The true beneficiary of this contract will not be the Locals and certainly not the membership. The real agenda here is quite obviously the preservation of APWU headquarters as it exists today, and sadly all at the expense of everything that this Union has achieved over the past 40 years for our career members.

This contract will stand to be the greatest giveaway in this Union's history, and for what? So that the National APWU can generate \$millions in new revenue from the new low wage employees. The new unionized casuals who will take over your work will generate \$millions in new dues revenue. Never mind the hope of replacing of our retired members with new career hires and preserving our decent paying jobs for the future, the unionized casuals pay the same dues. The more casuals (PSEs) the better for APWU Headquarters to continue with the current officer structure and budget. While most Locals throughout the country implemented staffing reductions in officer positions and spending to remain fiscally sound, the structure of the National APWU has remained the same. Likewise, your new 30 hour workweek (more appropriately a 25% pay cut) will serve to generate \$millions more in revenue. We can have a lot more members in our ranks if we divide up those 40 hour regular jobs and spread the hours around as 30 hour jobs. *The APWU negotiators are not telling you that this is the best they could do; they are telling you that this is the best contract ever. It's all about the money, which is job security for the APWU national negotiators.*

You should at least be curious about the \$270 million to be funneled by the USPS to the APWU. This money is to fund health benefits for the new unionized casual workforce when they are enrolled in the APWU HEALTH PLAN. Why is this sub-standard plan so often promoted? It is a money generating machine for APWU Headquarters. The APWU receives in the area of \$9 million per year based on current APWU Health Plan enrollees. The new enrollees will generate \$millions more. The \$270 million provided by the supposed insolvent USPS equates to \$1,350 per APWU bargaining unit employee. While over a quarter of a billion dollars was somehow found to provide health benefits to non-career, permanent low wage employees, our national negotiators negotiated for our current members to fork over another 4% towards our own health benefit premiums. Perhaps the APWU negotiators could have saved the hassle of negotiating this concept and just sent us each a bill to pay for the PSE health benefits since that's where the money is coming from, and all in the name of keeping the APWU headquarters budget intact. Not a single APWU national officer on this negotiating team will contribute one penny more for their own health benefits. And now for the first time in history, employees of our bargaining unit will be permitted to become Associate Members of APWU (paying dues only to APWU Headquarters) for the sake of the health plan.

All the hype about bringing new work into the bargaining unit, and then granting license to the USPS to assign ALL of the work over to an unlimited number of casuals (PSE) was never about you, it is all about the money for the national APWU while each of us will no doubt face the prospects of upwards to a 25% pay cut.

The Effects on Future Wages

Our position on this tentative agreement is not based on the economic package presented. We fully understand, as we are sure you do as well, the economic conditions under which we are faced. We could be more accepting of a pay freeze had this tentative agreement actually provided the job security that it claims to do. We freeze our pay, increase our health benefits, give up a 40 hour workweek, and get nothing in return.

It is widely known that Former President Burrus has warned members of the consequences of this agreement. His reasoning will not be repeated entirely here (**Go to burrusjournal.com to review the full text of Bill Burrus' statement**). Clearly the sacrifice of future generations of postal workers is evident in this contract. The new APWU member will be a non-career employee earning around \$13 per hour. There earnings alone will prevent many from affording the cost on union membership in an open shop. New career hires will face a new starting wage of more than 10% less than the current introductory salary. What is the gravest injustice here is the fact that the new career hires will never achieve the salary that we earn now. Grades 2 through 8 will face a lifetime cap of step J, a full 10% less than we earn today. This Agreement will sacrifice the American Postal Workers Union and all we have achieved over the years.


Notwithstanding the divisions amongst the Union ranks, this new salary cap on new hires will set the bar for future negotiations over wages for current career employees. It is inconceivable that the USPS will negotiate or an arbitrator will award contractual increases in future years to those earning above the new standard agreed to by our APWU negotiators (Step J). APWU salaries, per the Postal Reorganization Act, are established based on comparable private sector salaries. We now have defined where postal salaries should fall with a new Step J cap for career employees. Only when the current salary rate of Step J increases through future contractual increases and COLA to a rate above the current Step O on our pay scale, can you expect to ever obtain another contractual increase in future years. Wages and benefits will continue to erode as improvements to the new hires and non-career employees eat away at any available compensation in future national negotiations. In the words of I.R. Director Morris, in order to bring the pay of new employees up to what we make, we would have to agree to a 15% pay cut.

Many members seem to fall prey to the spin that you are receiving a small raise during these bad economic times. What the spin masters are not telling you is the fine print referring to paying "several more dollars for health benefit premiums," in reality is another 4% contribution negotiated away. At the same time \$270 million was secured to go into the APWU Health Plan, your premiums will rise dramatically. The only reason a raise was included at all was to offset the initial impact of health benefit premiums going up. You actually get no raise at all. The round robin presentation provided to the Locals speculated on a slight increase in overall pay once the health benefit premiums were factored in. This speculation by the spin masters is based on wild projections of increased COLA raises in future years. The reality is that you are actually voting on a pay cut as your reward for all these concessions.

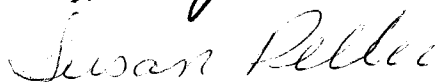
We previously endorsed the candidacy of each of our negotiators and do respect all they have done over the years. However, the contract they have presented to us goes against every conceivable union principle. Arbitration is not always the best solution. But it becomes essential when faced with the prospects of giving up all we have gained over the years. No arbitrator has taken so much and provided so little in compensation, benefits and working conditions in the history of the APWU. It is not the fear of arbitration that lead to such an agreement. It is the firm desire to replenish the membership ranks, no matter the level of pay and benefits, and no matter the effect on our current membership. In the words of the late Moe Biller, "*The Struggle Continues.*" We just never believed it would be against our own APWU negotiators. Do not give up everything that has been achieved by the APWU since 1971. We urge everyone to examine the facts and **VOTE NO!!!**

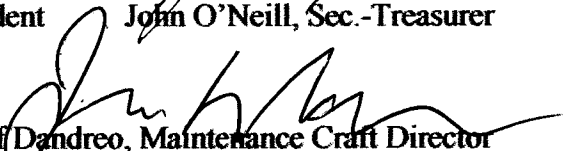
Sincerely and fraternally,


William McNally, President


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