(1)

PCBC MEETING
L'ENFANT PLAZA HOTEL
May 21, 1975

Jerry Fabian

Present: Bernard Cushman, Francis S. Filbey, James J. Lapenta, Jr., James Rademacher, Rial Rainwater

LaPenta: Speaking for the Mail Handlers Union, Article I, first I want to preface my remarks for the purposes of background, and, two for clarification as an attempt to set the record straight about the Mail Handlers position regarding Article I, and later when we get to Article VII.

The Mail Handlers Union has attempted for a number of years to eliminate what they consider to be craft discrimination, racial discrimination and pay discrimination. Unfortunately, the manner in which we have attempted to do this has brought about our position being misrepresented, and I want to make it perfectly clear that we do not like the label being put on us as a jurisdictional dispute. We have never held our sister Union, the APWU, responsible for this craft discrimination, racial discrimination and pay discrimination. We feel, basically, that this is a problem that the Employer created, and we resent very very greatly the attempt over the last four years (3 contracts) for them to continue to insist that it is only a problem between the Mail Handlers and the APWU. The Mail Handlers Union has tried to resolve this through the collective bargaining process. We would still like to see it resolved through the collective bargaining process. Or, if we cannot, our other remedy is through the courts and Title 7 of the Civil Rights Act.

I am now going to try to make one last attempt by presenting two plans or proposals to see if we cannot resolve it without going through litigation via the courts.

Plan A.

1. Article I, Section 1 would remain the same as in the current agreement, provided we can get an understanding via a stipulation, side letter, memorandum of understanding or a memorandum of intent. I am not wedded to labels.

2. That a freeze on the status quo, and by that I mean a freeze on what is in the Garrett decision would be moved forward from the July 19, 1971 date that he specifies in his decision that this freeze or status quo would move up and become effective July 21, 1975. In other words, we do not want,as his decision provides, for going back and reconstructing the past to find out who was doing what duty assignments.

3. That inside the post office, and that would affect primarily three crafts - clerks, mail handlers and maintenance custodial - there would be a merging of seniority lists, and you would have one seniority list inside a post office.

4. There would be provided equal pay for equal work, and in concrete terms this would mean mail handlers would be paid level 5.

5. There would be a grandfather clause that would provide the mail handler craft would always have a figure of 15% to 20% of the jobs inside a post office. In other words, there would be a floor.

Mr. Cushman: When you say post office, you mean mail processing?

Mr. LaPenta: I am talking about all mail processing.

6. In other words, I am saying in working in conjunction with EEOC, we would get these conditions so set forth in a settlement, and then instead of going to court, the Mail Handlers would waive any claims under Title 7. In other words, we would work out a settlement like the Steel Workers.

PLAN B.

1. Article I, Section I would remain the same, but there would have to be an agreement.

2. A new article in the Agreement would provide for a freeze as outlined in Plan A, effective July 21, 1975.

3. That this new agreement would provide that during the life of the 1975-77 agreement, and by that I mean within six months or the first year of that agreement, that all duty assignments would be audited and evaluated.

4. These duty assignments and jobs would be assigned to the appropriate crafts, and disputes would be resolved via arbitration.

5. The bench marks for this evaluation program so that it would preclude any new job evaluation program like the Westinghouse Program or others being sponsored, the bench marks would be the Key Positions and Standard Positions that go into making up these duty assignments.

The purpose of the job audit and the slotting of these duty assignments is to eliminate overlapping duties, but not the combining of jobs.

While I have spoken to Article I, this also reaches out to Article VII, particularly Section 2.A., B., C., and D.

Mr. Filbey: The APWU's position at the present time is Article I as drafted March 11, 1975 should be submitted to the U. S. Postal Service.

I would like the record to show I have not commented on Plan A and B as presented.

LaPenta: The Mail Handlers Union cannot agree that Paper # 2 drafted 3/11/75 go forward and be presented to the USPS.

Rademacher: When we do submit Article I, what will the position of the Mail Handlers be?

LaPenta: Our position is as stated previously. We are in a coordinated bargaining situation and since we are in a coordinated bargaining situation, if one of the parties is not in agreement, then the proposal cannot be submitted to the Postal Service. But in every day language it means that there cannot be any separate bargaining once the notice we submitted March 27, 1975, the parties then cannot withdraw from coordinated bargaining. Also the parties are not obliged to have a proposal forced upon them.

Rademacher: Is that a rule of thumb, or where would I find it?

LaPenta: I would suggest you take that up with your attorneys. The position I have taken was obtained from my legal sources.

Mr. Rademacher: Cushman is my attorney.

Cushman: The rule Jim refers to is not binding out of negotiations. I know of no precedent. I have never been in a situation where Unions could not agree on proposals.

LaPenta: We have no intentions of pulling out of the coordinated bargaining set up.

Rademacher: Is there veto power of any Union on any proposal?

Cushman: We have operated basically without any rules and that has been basically purposeful. We thought we would get along better all things considered without rules. It is a difficult situation to operate in and up to now we have gotten along without any rules. It is within your power to go by a different rule. i.e.,majority vote. You might wish to talk with your attorneys. There remains a legal question if one party says you cannot go ahead. There is a doctrine of frustration applying. There is a possible opinion if serious bona fide effort to reach agreement breaks down, the parties go ahead and do as they wish. This is surely on the Employer's side, not the Unions' side. Most of those cases came up in unit situations or alleged refusal to bargain at the NLRB. At this particular point one or both could pull away. I am loathe to make that as an opinion.

Rademacher: What you are saying is throw the bargaining out for the 200,000 people I represent because one or four organizations does not favor this?

Cushman: I think the bargaining is in jeopardy. Not legal jeopardy, but as a practical proposition. If I cannot get proposals from you on the table, bargaining is stymied.

Rademacher: If I and two other Unions ordered you to lay Article I on the table, either you do it or we will get someone else to do it. It is rather late to argue rules and by-laws now. If you want litigation -.

Cushman: I do not think Jim wants litigation. Obviously you have three courses of action. Paralysis seems to me impossible. Attorneys can come up with any point of view. If the doctrine of coordinated bargaining is stagnated - it is assumed Jim will not go along - it is not true that bargaining has to stop.

Rademacher: Suppose I join with Jim, where does that leave us with two who want to go and two who don't? Suppose you have three and one?

Cushman: Then you are broken down to separate bargaining, regardless.

Rademacher: Is bargaining in jeopardy because of this issue? Do we go to court?

Cushman: I think bargaining has to go ahead. The basis on which it does you have to say. I am employed by all four of you. I follow instructions I am given. If you fellows are so seriously split and one doesn't want to go ahead or stand by, then you go ahead. I do not think it is a question of a Union qua Union, but we have 600,000 employees and their interests are at stake here. If we are going to reach an agreement, we have to come to the Employer with a full set of proposals. All of you, each of you, have got to go ahead and try to reach an agreement and not try to stymie this thing.

Rademacher: Who has the right to do nothing? How will that be decided? By four, three, two or one?

Cushman: It seems clear either four of you agree, and if you cannot, then each of you have to decide what you are going to do. Either you proceed three jointly or go with the Mail Handlers.

You have three alternatives. (1) Do nothing; (2) if three are in agreement, you should proceed as three on Articles I and VII; and (3) it seems the Mail Handlers have laid out what they are going to do.

Filbey: I am of the opinion Article I as written on March 11, 1975 should be presented to Management. The representative of the Mail Handlers Division of LIUNA has made a record which will be used or not used in subsequent actions by his Union. WE have to have something spelled out on Union Recognition. What they have said is they are willing to accept Article I, Section 1, provided the APWU enters into a stipulation not spelled out in the contract. I do not think any Union should be permitted to block or stop bargaining because two other Unions have not agreed upon

a stipulation that does not concern the other two. I think it is an unreasonable demand, if the Uion will not agree on a stipulation. I am prepared to move ahead in negotiations. I am aware of the fact we have joint bargaining and have served notice on the Postal Service, which makes it so, and does not force the Postal Service to agree separately with that one Union. I am here to negotiate a contract for the people I represent in conjunction with the other three Unions, if possible. We have a proposal which was agreed to by the Mail Handlers when drafted, but they changed their minds based on something that does not have anything to do with negotations. They are trying to nullify an arbitrator's decision they do not like. There are some arbitrator's decisions I do not like either. The only position we have at the present time is the submission of Article I, Paper # 2, as prepared by the Contract Committee on March 11, 1975, should be made to the Postal Service. As to the stipulations, I have made note of them.

LaPenta: I do want to respond to the last comment on nullifying arbitrator's decisions. The appropriate time to do that is during the period of contract bargaining. Let the record show that is precisely what the Employer is doing as far as their proposal is concerned in Article I, Section 6, in which they are attempting to nullify an arbitration decision regarding supervisors performing bargaining unit work.

Rademacher: Moved Articles I and VII as agreed to by the four parties 3/11/75 be presented to Management in the morning.

LaPenta: I object. The Chief Negotiator had been advised we would not go along with the paper as drafted in March, and I will supply a copy of that letter.

Rademacher: Moved Articles I and VII in final draft form be presented to Management in the morning. Motion seconded by Rainwater.

Ayes - 3

LaPenta: I think this is an improper procedure, this procedure of voting things up and down and I protest the placing this in the form of a motion before a body.

Cushman: I have made it clear that as Spokesman for all of you I am taking no one's side in this situation, and if the three of you wish to present it, I will be there and present it as the position of the three Unions and not the Mail Handlers.

Filbey: I want the record to show I have listened attentively to the Mail Handlers' proposal, and my position remains the same. Articles I and VII should be submitted as orginally drawn up by the sub-committee.

(6)

WU INFOMASTER

LIUNA A WSH

018450C142 1232EST
13 WASH, D.C. MAY 22, 1975
PMS MR. DARRELL F. BROWN
SENIOR ASSISTANT POSTMASTER GENERAL
FOR EMPLOYEE AND LABOR RELATIONS
U. S. POSTAL SERVICE
475 L'ENFANT PLAZA, ROOM 9990
WASHINGTON, D. C. 20260

BECAUSE THE FOUR UNIONS PARTY TO THE 1973-1974 NATIONAL AGREEMENT WERE UNABLE TO JOIN IN A BARGAINING PROPOSAL REGARDING ARTICLES I AND VII OF THE NATIONAL AGREEMENT, PROPOSALS ON BEHALF OF THE AMERICAN POSTAL WORKERS UNION, NATIONAL ASSOCIATION OF LETTER CARRIERS AND NATIONAL RURAL LETTER CARRIERS ASSOCIATION WERE SUBMITTED TO YOU THIS MORNING. AS WAS INDICATED TO YOU BY MR. CUSHMAN, THESE PROPOSALS WERE NOT SUBMITTED ON BEHALF OF THE MAIL HANDLERS UNION. HENCE, ANY REFERENCES TO THE MAIL HANDLERS UNION CONTAINED IN SUCH PROPOSALS ARE UNAUTHORIZED AND SHOULD BE DELETED. FURTHERMORE THE MAIL HANDLERS UNION IS NOT TO BE CONSIDERED AS BEING IN ANY WAY BOUND BY THESE PROPOSALS.
IN THE VIEW OF THE MAIL HANDLERS UNION, THE PROPOSALS SUBMITTED TO YOU THIS MORNING ARE CLEARLY CRAFT, RATHER THAN GENERAL PROPOSALS, AND ARE, THEREFORE, NOT A PROPER DISCUSSION AT GENERAL NEGOTIATIONS. INSTEAD, THEY MUST BE CONSIDERED SEPARATELY AT NEGOTIATIONS WITH THE SEPARATE CRAFTS. IN THIS CONNECTION, THE MAIL HANDLERS UNION WILL SHORTLY BE SUBMITTING ITS PROPOSALS TO YOU ON THESE SUBJECTS THROUGH ITS CRAFT NEGOTIATORS.
COPIES OF THIS WIRE ARE BEING PROVIDED TO MESSRS. CUSHMAN, FILBEY, RADEMACKER AND RAINWATER.

JAMES J. LAPENTA
CHIEF NEGOTIATOR
MAIL HANDLERS DIVISION OF
THE LABORERS' INTERNATIONAL
UNION

X

ACCEPTED
00013
1-PC

(7)

2 16

May 27, 1975
Afternoon Session
Page 1

Art. I - Jurisdictional Dispute

Union Representatives	Management Representatives
B. Cushman	D. Brown
F. Filbey	H. Letter
J. Rademacher	J. Gildea
J. LaPenta	D. Charters
R. Rainwater	J. Tosch
M. Ratner	D. Weitzel
L. Honeycutt	P. O'Brien
W. Froh	
D. Jordan	

BROWN: I would like to take a few minutes to cover one item that has arisen since Thursday morning. I would appreciate your hearing me out on this.

Last Friday we received a wire addressed to me from Jim LaPenta, and I know you all received copies of it, and it raises several questions on our part. I want to lay before you these for answers. I want to take the three minutes required to read this, even though you have read it. I will emphasize a couple of points. [Reads the wire.] I told you this raised several questions. But I would like to refer back to, if I may, something that you have told to me and that I have had the opportunity in my tenure with the Postal Service to experience directly. I have been told that even though once called by another name the Postal Coordinated Bargaining Committee was pretty well in existence in the 1971 negotiations and that it was on the theory that it spoke for, represented and bargained with the employer for the national agreement in that year. We were advised that Bernie Cushman was to be Chief Spokesman on behalf of the four national unions as included in the Postal Coordinated Bargaining Committee. Since that time and during my term here we have had letters received from Mr. Cushman which stated in effect that he is the Chief Spokesman for the four unions and that these negotiations would be conducted under the auspices of the Postal Coordinated Bargaining Committee. And obviously, with this kind of background, when we receive this wire it has raised several questions. Principally because it deletes Articles 1 and 7 from the Mail Handlers union proposals to the employer. It states that the Mail Handlers union is not to be bound by proposals submitted covering Articles 1 and 7. This in writing in a sense confirms what you told us on Thursday morning when you handed these to us because at that time you stated in effect that these were being submitted on behalf of three of the four unions and that the Mail Handlers were not a party to these.

Article 1 in our view is a recognition clause wherein we recognize the various crafts and unions with which we will deal. It is the only place in the agreement that specifically sets forth a recognition of the unions and the crafts. Article 7 of course sets forth the employee classifications, and I don't know how we can sit at this table and bargain with a recognition clause proposed on behalf of only three of the four unions or bargain with respect to crafts embraced by three unions and not by the Mail Handlers union. The wire further states that jurisdictional problems must be conducted in craft negotiations or craft supplements. I want to make it clear now to all of you that we are not attempting to take any stance or position, and don't intend to, that we are refusing to bargain with anyone. We are not. We don't intend to walk away from these negotiations or refuse to bargain with you.

LaPENTA: Where do you see that -- the direct reference to jurisdiction?

BROWN: I meant the proposals submitted. Sorry. We would like to have, and insist on having, answers to the following: are we at the national level negotiations at this table negotiating with three unions and recognizing three unions in the hopefully forthcoming new contract, or are we negotiating with four unions for a labor agreement? To be more specific at the moment are there three unions or four unions being represented at this bargaining table by the Postal Coordinated Bargaining Committee? We ask an asnwer to this, is it your collective or individual provisions that the proposals covered by Articles 1 and7 specified in Jim's May 22 wire are they to be negotiated at the level of the crafts or craft supplements or are they to be negotiated at this table? In the first instance we are seeking information and in the second that too but we have also some views on this. I don't want to keep it any secret as to why we want answers. It is difficult for us to conceive that we are negotiating with four unions if one of them says it is not bound by the proposals. I was personally told that in 1971 at the eleventh hour one of the unions raised a question as to whether or not it was going to be a party to the agreement that the employer thought it had been negotiating. There were certain things still to be negotiated. I personally experienced what happened in 1973 at a time when for all practical purposes we thought we had reached agreement with the proper negotiators of the unions subject to ratification of at least two of the unions when we found that the Mail Handlers because of jurisdictional problems as they were put to us -- we had some

problems and we made efforts to settle them and this was after what had been agreed upon, wages, benefits and so on. With this problem, and I am not attempting to get into what I consider to be union business and none of mine, with this coming when it does slightly less than two months before expiration of the current contract, we need to know answers now so that we know to whom we are making proposals and to whom we are not, if anyone, making counterproposals and concessions. To put it bluntly, we need to know with whom we are dealing at this table. As is the case at most negotiations, the employer is the one who has the obligation to meet payrolls that may be affected, generated in part by what happens here, to pay for benefit obligation that it has. I can't think of any better reason than to tell you we feel we have full right to know whether we are dealing with all unions represented here for all articles contained in the new national labor agreement or whether we are dealing with only some. And if with only some, with whom is it not?

CUSHMAN: I would like to caucus with my people before I respond to these carious questions.

[A caucus was held and negotiations were not reconvened that day.]

Union Representatives	Management Representatives
B. Cushman	D. Brown
F. Filbey	H. Letter
J. Rademacher	J. Gildea
J. LaPenta	P. Dorsey
R. Rainwater	D. Charters
L. Honeycutt	D. Weitzel
A. Pamplin	J. Tosch
	B. Gillespie
	P. O'Brien

CUSHMAN: You asked two questions. To answer the first, you are negotiating with four unions. PCBC is for the purpose of these negotiations. With regard to your second question, as to whether the problems involving jurisdiction belong at the craft table separately or here, we are not prepared to speak to that question at this time.

BROWN: May I expand on your second problem? I take it, in the absence of an answer to the second question, the articles you submitted for 1 and 7 last week are made on behalf of three unions, or are you removing them completely, or it the status as it was when you gave them to us last week?

CUSHMAN: They are as stated last week.

BROWN: Would I be correct in assuming that the position of the Mail Handlers as stated in Jim's wire is still good?

CUSHMAN: That's correct.

BROWN: Before I express my reaction to one answer and no answer, or a part answer, I want to repeat one thing -- that even under the circumstances or despite them, the Postal Service is not taking the stance or adopting the posture that we will refuse to bargain. We will continue to bargain. If I told you that your response satisfies our concerns and achieves what in my view is an atmosphere conducive to full and bona fide, free collective bargaining, I would be remiss in telling you that I feel that way. I feel it is not conducive to such bargaining. I am very disappointed that you do not have the complete clarification of the unions' position in order that the Postal Service can have a clear picture of where we are going and how we are going to get there. I think it is good to know that you, Bernie, as Chief Spokesman of the Postal Coordinating Bargaining Committee, represent the binding-together organization which still exists and exists as the vehicle to present the views of four unions. However, I think I cannot show any

decreased concern about my second question. It is still very important, and one with regard to which we are going to have to have an answer soon. Where we are today, this minute, there still is a serious question as to the impact on our bargaining at this table, principally because of the status of Article 1, I asked this question. Who are we recognizing in the new labor agreement, and therefore who are way recognizing in these negotiations, because we don't have a proposal covering four unions. That proposal, as we have it, is on behalf of three unions only. This is going to have an impact on all of you. What we are interested in too is getting down to real meaningful, give-and-take negotiations. Article I is recognition. Article 7 has to do with employee classifications. Employee classifications, how many are we talking about? There are several of your demands, important ones, I think, and some of hours on which Article 7 has a very definite impact. What I am saying to you is that there are parts of your package and a part at least of ours that can hardly be dealt with in the absence of an Article 7 proposal from you that would represent four rather than three unions. Which leads me to say to you what you have been telling us and with good reason, that we can ill afford to dilly-dally around, to not make good use of the remaining time available to us, and we can ill afford to leave the second question unanswered, in my opinion, for an indefinite period of time. If we cannot deal with the entire labor agreement as you would have us deal with it -- as you submitted 49 proposals on behalf of four unions and two on behalf of only three unions -- we cannot deal with it in its entirety, knowing what its impact is gong to be on all bargaining unit employees, it seems to me that we are dealing with a road block, if you will, that can ill afford to wait and remain in our way for too long a period of time. One way for the employer in this instance is to impress you with how urgent we think this is and how necessary to utilize our time to the best advantage, is to say we can't talk about one thing until we know what you are proposing, on behalf of whom, on these articles. We are not taking that position. We are not going to be posturing ourselves in a refusal to bargain situation. We are going to continue to bargain. I am afraid that, under these conditions if allowed to last long enough, that we are going to run out of time. I know that this is a two-way street. I know that the pressure because of the time element should be as much upon you as upon us. So I am not talking about where this leaves us, the employer, but the parties at this table. I hardly can make myself believe that you feel as representatives of the 600,000 bargaining unit people that this time can be afforded by you much better than by us. I cannot separate your interests from ours with respect to utilizing our time and reaching an agreement in a

timely fashion. I think that a critical problem like this we can ill afford to let stand to the detriment of the usage of time, resulting in the lack of time or running out of time. Right now, as far as the answer to the second question is concerned, this is a vital question and a vital answer. That's got to be your decision, not ours. I said yesterday that until we fully know what you are proposing and for whom Articles 1 and 7 cover, we are hardly in a position in representing the Postal Service to commit management to what you might call the real framework, essential parts, of a new labor agreement. I said yesterday that in 1973 for all practical purposes we had the cost of living, wages, wording, changes in the contract, all on the table and tentatively agreed upon and then found that we did not have an agreement that was satisfactory to all the unions and that there was still a major problem to be resolved. At least we know that that problem exists now. So I think that one of the impacts of the void created by not satisfactorily resolving whatever the problems are, this is causing a void in our ability to negotiate. We are not going to talk about wages and benefits and some others until we know where we are heading and with whom. I think we deserve to know that. But we will not refuse to bargain with you.

This brings us to the point where we say, what are we going to bargain about. I don't want to waste our time any more than you do. I want to use it to good advantage. We are not in a position to bring pressure. At least we are not placing ourselves in that position. But in the interest of obtaining the kind of labor agreement that makes sense for all of us, I just don't see how we are going to make the kind of progress and have meaningful bargaining in order to get that labor agreement in the presence of a void as basic as this is. In the interest of time utilization, I suggest very strongly and I would like to talk to our people on this side of the table concerning where we stand. Off the top of my head, I am recommending that we spent our time if we can to get rid of some of the proposals, demands, problems, that are of little or no consequence. Maybe some of them can be knocked off the table without any arguments pro and con. Maybe that is wishful thinking on my part. Out of 51 there must be some that we can say in the interest of time, well, maybe we don't care so much about this that we can't get it behind us. There are others here I would hope it is not going to take a gigantic movement on our part to resolve. We are prepared and willing, subject to the conference I will have with my people, to proceed to attempt to resolve some that don't require earth-shaking movements. But where giant steps forward and dollars are involved, I don't see how we can get into these really meaningful, gutsy types of bargaining questions until we get this thing settled. We have a lot of housekeeping

to do with respect to some things lying on the table. We can use our time trying to get rid of some of the relatively inconsequential items so that once the basic problem is resolved, quickly I hope, that we can devote our full time to getting a tentatively agreed upon labor contract in a timely fashion. We continue to strongly feel and sincerely believe that we deserve to know and know in full where we are going in these negotiations, and under what circumstances. In the interest of time I again urge that we clear the air in the time that's required from this point on to the resolution of the problems to which we need the answers. Clear up Articles 1 and 7 as quickly as you can with respect to your proposals to management. We have a real serious question as to how fast and how many we can move in areas that are of the greatest importance to you and to us until we know full answers and positions regarding both questions, not just the one.

CUSHMAN: I think that we can understand some of the problems that you have stated from a management point of view. I, too, want to say what may seem to be a self-serving statement, but the truth. Obviously, you would have Articles 1 and 7 if you had complete unanimity of viewpoint at this time, but coordination is not always an easy process. On the contrary, coordinated bargaining is often a difficult and at times a painful process. I want to assure you that where there have been differing viewpoints they have been sincerely held and that meaningful and strong efforts have been made to resolve differences between affected groups. They have been sincere, and no question should be raised in your mind as to the effort already put forth. They have not been successful in coming up with the proposals, and it is important to you and to us that we come up with proposals. We are well aware of the time bind. Therefore I would, on behalf of the unions, strongly recommend that we do spend some time and we will continue our efforts to come up with a result and consummate an agreement.

FILBEY: I gather that what you have said is that you want an answer to your second question. Well, I have two questions to the management. Respond to the first and if that's in the affirmative, then I'll ask you my second. As I understand it, the second question raised yesterday is a question of whether jurisdiction should be negotiated at this table or at the craft negotiations.

BROWN: I would say in essence, Stu, yes, that's what I raised.

FILBEY: Would you consider the recognition clause as submitted as the jurisdictional clause of the existing or proposed contract? I have a good reason for asking this question.

BROWN: Let me put it this way, Stu. I have always regarded recognition articles to set forth the identity of the unions with whom we had an obligation to bargain. I have never seen a recognition clause that was so comprehensive as to embrace all aspects of jurisdiction.

FILBEY: You do not consider the existing article and proposed article 1 as a jurisdictional clause?

BROWN: No, I don't

FILBEY: In the event that the four unions made a proposal that the jurisdiction of the respective unions be negotiated in the craft negotiations, what would be your response?

BROWN: I don't know.

FILBEY: As I am sure you are aware, the difficulty is the dispute between the APWU and the Mail Handlers. There has been extensive discussions concerning proposals made in our caucuses. Obviously, the position I will take will depend upon your response to the second question. As I understand your first response, you do not consider that language as the jurisdiction clause.

BROWN: If Article 1 does in any sense cover jurisdictional parameters or limits, in my opinion, it is not sufficiently comprehensive that I can take a look at it and tell which union has jurisdiction over every facet of the Postal Service.

LaPENTA: Let me see if I understand it. Your response to President Filbey was not that Article 1 is absolutely not a jurisdictional clause but that it is a recognition clause and it does have overtones of jurisdiction, but even you are not clear as to how explicit those overtones are.

BROWN: I am clear as to how explicit they are not.

LaPENTA: So it's a mixed bag.

BROWN: No, I am not telling you that. We have various crafts and unions spelled out there. You can take them and convert them into job titles or classifications -- it doesn't specifically spell out all the jurisdictional activities embraced in those things.

LaPENTA: Only on new positions. It is silent on old positions, as far as I am concerned.

RADEMACHER: Is the Postal Service opposed to a jurisdiction clause? You have indicated that you don't feel Article 1 is completely jurisdictional. You also said you couldn't respond whether or not you could accept a jurisdictional clause in craft proposals.

BROWN: I said I do not have an answer as to whether or not we would. Is it your position that jurisdictional questions should be in craft negotiations or not, was your question.

FILBEY: If these four unions negotiating with you were to make a proposal that the jurisdiction of the jobs in their respective bargaining units were to be a matter of negotiations by craft would the Postal Service consider it?

BROWN: We will consider any proposal submitted to us, Stu. I will withhold my comment I was about to make. I will answer you more fully later.

FILBEY: Eventually, whether we like it or not, we are going to have to establish work jurisdiction in the Postal Service. This is not to imply that I am dissatisfied with the present system. But eventually it is going to have to be done.

BROWN: But that doesn't say where and how it is going to be done.

FILBEY: I hope you will indicate to me before Friday evening whether jurisdiction could be negotiated craft by craft or whether it has to be negotiated at this table. I want to be able to advise my executive board the exact situation in order that they can make a determination, one I would have made yesterday but for the board meeting to be held four days from now.

BROWN: I will call you as soon as we are ready.

Management Caucus
Afternoon Session

BROWN: Before we left here, Stu, you asked two questions. I attempted to answer the first regarding Article 1, Section 1, and said I would be back with our answer to what is our position regarding negotiating on jurisdictions in the negotiations concerning craft articles of the national agreement in craft negotiations and what would our position be regarding incorporation of an article in the national agreement setting forth jurisdictions of each of the four national unions and/or crafts? I think that is essentially what you asked. I will attempt to give you our first position, but before I do, I want to say

that we do not to my knowledge have any great difficulties with this question of jurisdiction except as it relates to you. Basically it has existed between the Mail Handlers and the Clerks, and it was recently placed on behalf of three locations before Sylvester Garrett. It follows, in our opinion, therefore, that it is our position that while the Postal Service is obviously affected, basically the major problem before us, in one form or another, while we are affected, it is between the two unions involved and not between the four unions and the employer.

To get to your first question, work assignment procedures are the result of many years of tradition and very well recognized practices which for the most part govern the determination of which work should be assigned to the employee of which bargaining unit. Personally, I feel reasonably sure that, having known you for 27 or 28 months, that over these years of building up tradition the union representatives have actively participated in developing the practices and following them as they have been utilized in assigning employees to jobs. You know much better than I that the Postal Service needs, demands, a reasonable amount of flexibility in making employee assignments, but I hope you know that the Postal Service has made every effort to follow tradition and accepted practices. More to the point, we do not see the practicality of the employees setting down, one union at a time, attempting to determine precisely which work and type of work belongs to that bargaining unit, particularly when it is considered that such deliberations and conclusions would be reached to the virtual exclusion of all of the other three unions. We do not believe this, which would be craft considerations for articles of the crafts, would be appropriate for bargaining. We don't feel we have any right to do that, frankly. We do not consider it necessary. What I have called traditional assignment patterns has worked well except in the Mail Handler versus Clerk situation. I see no reason to attempt to negotiated this subject in our dealings concurrently with the crafts.

In responding to the second part of your question regarding our view of incorporating an article in the national agreement covering jurisdictions in each union and/or craft, some or all of the reasoning regarding why we do not feel it necessary to bargain on this subject in our craft deliberations apply to our thinking regarding our position in response to your question of incorporating this subject in national negotiations at this table. We cannot say we are dealing with one union here, one at a time, but the other reasons apply.

We do not consider this to be necessary, and we strongly feel that such an effort would create more problems than it would solve. Again, this problem is not in our view a general, across-the-board issue. It is confined to Mail Handlers and Clerks as far as being a major issue. That is our information, and we believe the unions have the obligation to work out the solution to the problem they have. It is our belief, further, that the unions must develop a single, common position on proposals covering articles 1 and 7 and, as we view it, we are not attempting to tell you how to conduct your business. As we see it, that position is going to have to be arrived at after you recognize that you have to make your own compromises. When you have agreed upon your common position, let us know what it is. Then the employer will be able to consider your solution. I hope and urge that it be not too long in coming. We can work toward the achievment of an entire collective bargaining agreement, mutually satisfactory and one we can all live with.

CUSHMAN: Where does that leave us?

BROWN: I don't know.

LaPENTA: Well, are you saying that there will be no negotiations, either at the craft level or at the national level?

BROWN: I didn't say that. I tried to answer two questions Stu raised.

LaPENTA: In other words, your statement was full of contradictions in that you say it is strictly a union matter and between two unions, you contradict yourself for saying that it is not appropriate to settle this at the national craft level. The Mail Handlers union has consistently said that they will resist every attempt by this employer to constantly claim that this is a matter only between unions and it is a "jurisdictional dispute". I further want to state that I think you are 100 percent wrong when you allege that this is not an issue with any of the other unions. That's wrong because all you have to do is read the key positions of the seven crafts that hold recognition to bargain with the Postal Service, and you will find in every one of those key positions overlapping duties, which is the basis of the Mail Handler and the APWU situation. Just because these other craft jurisdictions have not brought this to the bargaining table in 1971 and 1973 as the Mail Handlers have, you can't sit there and say that it is not an issue that affects all seven of these crafts. It absolutely does affect all seven.

Another contradiction on your part is your proposal ot us that the two unions settle this between them. I don't take that to mean that you, the employer, are saying that if we do settle it, you will accept whatever agreement we come to.

BROWN: You're right.

LaPENTA: That leaves us right smack where we are. That this is a bargainable issue, you are going to have to bargain this issue, and, for the record, I want to repeat that insofar as our sister union is concerned, the APWU, we do not hold them responsible for what we consider to be the basic problem here. The basic problem isn't craft jurisdiction or a jurisdictional dispute between two unions. The basic problem is structural. The basic problem is that over a long period of time, because of hiring practices and because of assignment practices and because the employer has had up until just a few short years ago, 1962 to be exact, with the inaugeration of the Kennedy executive order, the employer has had the unilateral right to hire, assign, promote, transfer, reassign, etc. And the basic problem that the Mail Handlers union has been trying to get at here through collective bargaining in 1971, 1973 and now in 1975, and through use of the contract arbitration machinery -- and I cite these things because that makes our hands clean, because we have used all the machinery that is available to us and have done it in good faith -- we now say to you, the employer, that we are not going to sit at this table and continue to be told that this is a problem between two unions and not a problem between the unions and the employer. The basic problem here on the basis of what I have outlined, in our opinion, is a problem of craft discrimination, racial discrimination and pay discrimination, and the only way to resolve that is through the collective bargaining process, not by trying to get two unions to resolve the issue. And that is our record, insofar as this matter is concerned.

BROWN: You articulate very well. And you obviously have much more knowledge of the background than I will ever have. It may well be that maybe the fault is with me. Either I don't have sufficient knowledge to be award of precisely what you are trying to convey to me when you say to me that this is a structural problem, when you say to me that this is not between two unions, that this is something that must be settled at this table because it is between the two unions and the employer -- I am not sure that you mean you two agree and we are disagreeing with you -- where I fall off the boat completely is when you talked about hands being clean. I hope you know

that we are not saying you don't have clean hands. I must confess to you that in 1973 I gained the very distinct impression that this was a matter of Mail Handlers claiming that we were assigning clerks to mail handler work and the Clerks taking the position that no, we weren't. I can stand corrected on that issue if you want to correct me. When it comes to the arbitration machinery, I thought the question placed before the arbitrator was essentially who does this work belong to? Mail Handlers or Clerks? Where I really fall off the boat is hiring and discrimination practices. I cannot address myself to the period 1962 to 1973. I am not disclaiming responsibility, but I am ignorant. But I do disclaim those allegations from 1973 to date, particularly the discrimination angle. I do not accept the premise that this is an employer issue. Yes, I did say to you we will not say carte blanche, come up with what you want. Obviously not. But we are saying to you, we think to sit down with you to determine work jurisdiction, go to Rial, to Jim, to Stu, I don't know how we achieve that when in talking to you we may be talking about work that these three men may claim as their work. How can we agree with you that it is your work to the exclusion of the rest of these men? It is far too complex, far to big. The magnitude, as I see it, you would embrace everything at every location that each of the employees in each of the crafts perform -- we would be here until this time next year because of the myriad functions and trying to spell everything out to the nth degree. If not, other than the problems I alluded to in giving my answers to Stu, I don't see it as a great problem that has to be settled along those lines. I think we would immediately impede progress toward an agreement by not just July 20 but December 20. Whatever we would come up with would create more problems than it would solve.

LaPENTA: Let me take your last premise first. Wherein you think this is so monumental that it can't be solved by July 21. Our union has never intended that it be solved in one negotiation. It can't be. It has got to be a continuing process. That's what negotiations is all about. That is why I made the statement about clean hands. I wasn't charging you with anything specific, but I am saying we have used the bona fide collective bargaining machinery in order to come to grips with the problem and that's just what we are proposing now.

BROWN: I don't know what you are proposing.

LaPENTA: When you look at those key positions, there are overlaps everywhere. I am not talking about the combining of jobs. It is not so complicated that you can't get rid of those

overlapping duties. You can set up some sort of machinery that will eliminate that. I have never proposed that you do that overnight. That is why I have made a sensible indication that the route to go would be to put it into craft negotiations so we can proceed to get this contract signed, sealed and delivered by the dealine.

On the structural problem, once again I am not comparing administrations. I am looking at this from an industry standpoint. All I tried to do was give you some historical background. Prior to 1962 the employer -- we will forget their political designations -- going back to the establishment of the Postal Service, the facts are you did have the right to go ahead and to hire, transfer, assign, promote, reassign, all that. There is a common sense solution to this problem. You have an employer and you have unions he is required to deal with. For your information, I think I have to point out we are not the only ones who had a so-called jurisdictional clause on the table. There were other unions with them in previous negotiations, including the APWU. There are three unions right now who are trying to bargain jurisdiction with you. The Rurals, Letter Carriers and us. From a common sense standpoint you as the Chief Spokesman have to realize that somewhere down the line we will insist that there be a so-called jurisdictional clause, jurisdictional work assignment, whatever you want to call it -- simply the clearing up and clarifying of a situation which has existed for a long time whereby there are overlapping duties and confusion as to what employee performs the work. You can put it in that context. And our proposition to Garrett was not as you stated, who gets this work. Our proposition went much further than that. We had three cases in the arbitration that had to do with specific duty assignments. But our position to Garrett was that you have not basically a dispute between two unions but you have a problem here in which the union is alleging discrimination, racial discrimination and pay discrimination. He said, I am not going to really answer this in my decision. You go to court if you want to, or you go ahead and use the collective bargaining process. That's what we are here for. Not to hold a gun to your head. But you are just not going to be able to walk away from it. It deserves to be handled by the collective bargaining process. Who better than all of the parties should resolve the issue? Who says that we have to decide this by July 21. You have never heard that during the life of the agreement we will do such 'n such. It seems to me this is the kind of problem that is best handled by dealing with it in that manner. Where reasonable people can sit down and attempt to work out

solutions to the problem. That's all we have ever tried to do here. Nobody is going to make us get forced into a position whereby we say, that's right, we're fighting with the APWU. We might have a situation in which the APWU and us is in disagreement, but neither union was the cause of that disagreement. The cause has been the practices of the employer over a long period of time. We are trying to get those practices that caused this discrimination resolved.

BROWN: I am not prepared to continue to have a dialogue on this subject. Let me make two observations. When you talk about we are reasonable people, are you talking about the people around this table or the Mail Handlers?

LaPENTA: The people around this table, yes.

BROWN: I think that I speak for at least top management of the Postal Service. I can't speak for 30,000 postmasters or what have you. We take no glee, get no satisfaction, out of seeing a fight or disagreement between any of the union representatives sitting here. I am sure that you are just at least as aware as I am that when that happens maybe one or both of you pay, but inevitably the employer pays for it. We are not sitting back on the sidelines and saying go to it, boys. I think it must be obvious to you and to the others by now, if we had our druthers we would rather not be sitting here talking about this subject as an issue. But I must confess that if there is a common point of view on the part of the four unions represented here, it is the first time in my life that I have seen a proposal put forth by two principals that embrace only three unions. This is the only indication that we have that jurisdiction was a continuing problem to be considered in your opinion at this bargaining table. The only one. We are not trying to run away from the problem. We don't know how to resolve it here. I have attempted to answer the questions Mr. Filbey put forth before lunch. I want to tell you further, we are here to bargain, not to refuse to bargain.

CUSHMAN: I would like to have a caucus with my people for a few minutes.

(22)

Mr. GILDEA emphasized that the Postal Service proposals "didn't come lately", and he complained about the Union demeanor in commenting upon them. The Unions took exception to Mr. GILDEA's remarks and then left the meeting to caucus.

[CAUCUS]

Mr. GILDEA opened the afternoon session, and the Unions and the Postal Service took up and completed their discussions on USPS Paper 1 which dealt with Article I, Union Recognition. The Postal Service's principal thrust in regards to their paper was that the new sections dealing with supervisors performing bargaining unit work were needed in order to give them flexibility.

Mr. CUSHMAN advised the Postal Service the Unions were ready to take up their Paper 2 dealing with Article VI, Layoff. The Unions asked a number of questions about standard, key and individual positions and asked if the Postal Service had conducted any audit of these positions. The response was in the negative. The Postal Service then elaborated on their procedures for reviewing requests for establishing positions and asserted that all positions were authorized at the headquarters level. The Unions then asked if this meant that there were no unauthorized positions and, after discussion, it became apparent that the Postal Service really didn't know if there were people working in unauthorized positions.

Mr. DORSEY acted as spokesman for the Postal Service and presented to the Union's the following data:

There has been a 1.9% drop in mail volume from last year; this is the equivalent of 5,000 surplus employees;

The BMCs not going on schedule on time means a surplus of 2,000 employees;

The merger of first class and air mail into one category of mail creates 3,900 surplus employees;

The LCRES, 15,000 surplus employees when completed.

Mr. DORSEY continued and stated that accession exceeds attrition by 2.6%. For example, during accounting periods 14 through 26, 34,919 Clerks were added to the rolls, 25,741 removed. In the Mail Handlers 13,136 were added to the rolls, 8,421 were removed. In the Letter Carriers 7,496 were added to the rolls and 12,925 removed. Of the Special Delivery Messengers, 116 were added to the rolls and 187 were removed. In other bargaining unit categories 3,706 employees were added to the rolls and 5,187 were removed.

to lessen the impact of mech and tech on employees, and if at the end of six months there is no agreement, interest arbitration would be triggered.

4. Jurisdiction. We don't necessarily question the method you proposed, but again since it didn't include two of the four Unions, the NALC and the Rural Carriers, they would be included along with the Mail Handlers and the APWU. Art. I

Mr. BROWN asked, what about the no layoff clause?

Mr. CUSHMAN responded, I thought the Unions made it perfectly clear this morning about their feeling on that issue. The answer is we are not going to give up the no layoff clause.

Mr. BROWN said, if that's all you have at this time I want to say the approach that is evidenced by what you have presented is going to excalate our ability to make progress.

The mediator then called for the respective parties to recess and to come back later in the day.

Later in the evening the parties reconvened in joint session. Mr. USERY said, the Unions made a counterproposal, now the ball is in your court.

Mr. BROWN responded to the Union proposal as follows:

1. On the cost of living, the $1310, that you want frozen in, this is a proposal that the Postal Service cannot accept. I am not going to repeat the reasons for objection to this other than to point up one of the reasons is that postal employees will get so far out in front of federal employees in the fringe benefit area.

2. On wage compression, the Postal Service doesn't want to do anything on compression. This is a very costly item and again it will put postal workers far ahead of federal employees.

3. As to your direct wage package, the Postal Service will respond to that specifically some time tomorrow. We still think it is way out of line.

4. On health benefits, we will respond to that proposal also some time tomorrow.

5. Regarding retirement, the Postal Service will not agree to any retirement provision for the reason again that postal employees will be way out in front of federal employees.

6. On uniform allowances, we don't have anything at this time because we are trying to determine how much clothing prices have increased since 1973. However, I will tell you we are not prepared to go anywhere near the 22% you have suggested.

7. On the cost of living formula, the Postal Service does not agree with any change in the current formula.

Now on your non-economic demands. On work and time standards, we will try to put some language together to have you look at, although we are not really interested in modifying the current article.

Mr. USERY said, I am going to speak up for a moment and say that it seems to me that this, as I have said many times to the Postmaster General and to Mr. BROWN and others of postal management, this is an extremely important gut issue and the stakes on this are very high.

Mr. BROWN continued with Subcontracting. You will get a side letter prepared, but we want to talk to the Mail Handlers before we put something together. On Mech and Tech, your proposal dealing with the impact of mech and tech on employees and the way these employees are taken care of seems to postal management to be more apt to be solved by a provision in the reassignments article rather than in mech and tech.

The Unions at this time commented on various aspects of mech and tech and the impacting of employees.

Mr. BROWN then spoke to Jurisdiction. The Postal Service Management wants to again put something down on paper and then discuss the matter with the Mail Handlers and with the APWU. The Unions interrupted at this time and advised BROWN that the jurisdictional proposal was meant to cover all the Unions. After some discussion the matter was clarified and it was gotten across to Management what the Unions were after. After that discussion BROWN said he had no more to say.

Art. I

Mr. CUSHMAN said, before we close I have something to say. Essentially it is that the clock is running, there're still wide differences between the parties.

Mr. USERY asked, is this it? I want to make sure now that we have all the issues on the table. That we have our gut issues lists together.

Mr. BROWN said, no, I have three items still: (1) casuals, public policy employees and parttime flexibles; (2) bargaining unit work by supervisors in offices of 5 or less; and (3) the no layoff clause.

Mr. CUSHMAN said, I also have a list. (1) Article VII; (2) Article VIII; (3) Safety and Health; (4) Inspection Service; (5) Union/Management Cooperation; (6) Discipline as regards counselling; (7) Grievance-Arbitration Procedure regarding time limits on wage claims; (8) seniority for non-bargaining unit employees; (9) supervisors performing bargaining unit work; (10) administration of sick leave; (11) Credit Unions and Travel and (12) Energy Shortage. [SHF] Management then asked for a caucus.

Mr. USERY came back and reported to the Unions that Management blew up in the caucus saying that Management was complaining that as they had predicted the Unions would give them a list of [expletive deleted] items. After a Union caucus the bargaining was resumed. Mr. CUSHMAN responded:

On the Energy Shortage, accepted Management proposal. Safety and Health, accepted Management proposal. Credit Unions and Travel, accepted Management proposal. Inspection Service, status quo letter of understanding. Discipline, modified Management proposal, clear record after 2 years and modify Union proposal that counselling records be cleared after 1 year instead of 6 months. Sick leave administration, the Unions stick with their proposal that the request for prognosis by Management has to be deleted. Union/Management Cooperation, want modification in the Management proposal to provide that the word "reasonable" be inserted before the word "cost", which would mean that the Unions only pay reasonable costs for information that they request. Grievance-Arbitration time limit on wage claims, we want provision for disputed claims as well as claims resultant from administrative or clerical errors. Seniority for non-bargaining unit employees, the Unions want the current 2-year protection to be limited to 1 year protection.

The Unions then reviewed Article VIII and advised Management that these were the areas in which there still needed to be discussion.

(a) Sunday premium pay be put in the base for the computation of overtime;

(b) The Unions want a guarantee of four hours for all offices not the current split provision that provides for 4-hour guarantees in large offices and a 2-hour guarantee in smaller offices.

(c) Wash-up Time, the Unions will accept the status quo.

(d) The Unions want some discussion on the Gildea memorandum concerning the policy of voluntary working outside of schedule waiving the employee's right to premium pay.

1973 to July 20, 1975: $1310 or 63¢ per hour, whichever pay schedule the employee is covered by, will be "rolled in" to the base rate. This has impact on retirement benefits and retirement payments.

E. Uniform Allowances, in whatever category an employee might fall, the following increases:

$140 to $154
60 to 66
22 to 30

II. Memoranda Of Understanding

A. Work and Time Standards Memorandum of Understanding: additional protection of postal workers against unreasonable, inequitable, and unfair time and work standards.

B. Provides a Mail Handler assigned on duty on the platform at the time star route vehicles being loaded or unloaded will assist in loading and unloading star route vehicles.

C. Jurisdiction: deals with machinery resolving disputes between the various crafts and various duties performed by employees in these crafts.

III. Noneconomic Proposals

A. Article VII, Employee Classifications: number of casuals other than December shall not exceed 5% of the total number of employees. Casuals limited to two 90-day terms in a calendar year.

B. The number of public policy employees shall be phased out in accordance with the terms of their employment and the use of such employees shall be terminated no later than the expiration date of this contract.

C. Notify employees after they have made 4th bid that their 5th bid would be the final bid. In the area of major relocations Article XII and Appendix A provide for advance notice to employees affected, the place where employees will be reassigned, their tours, and the number of employees impacted by the relocations. Agreed to reducing from 180 to 120 days the length of details of employees in the Mail Handler craft when they are excessed.

L. Article XXXVI, Credit Unions and Travel: agreed to leave without pay for up to 8 hours for employees who work for postal credit unions; agreed to revise upward the travel allowances for employees.

M. Energy crisis: new article which agrees in the event of an energy crisis to seek a high fuel priority for postal employees.

IV. Proposals Withdrawn By Management

A. Article VI, No Layoff Clause; Management withdrew their proposal which would have provided that employees could be laid off. This Management proposal was withdrawn at midnight, July 20.

B. Article XVI, Discipline: Management withdrew their proposal that would have provided for emergency suspensions of employees without notice.

C. Article I, Union Recognition: Management withdrew their proposal which would have allowed supervisors to perform bargaining unit work without limitation in smaller offices.

D. Article VII, Employee Classifications: Management withdrew their proposal which would have allowed them to appoint casual employees for one year; which would have allowed them to assign people across craft lines without any limitations.

E. Article VIII, Hours of Work: Management withdrew its proposal which would have allowed them to eliminate the guarantee that an employee be paid 12 hours when brought into work on his unscheduled day, whether he works or not.

F. Article XVII, Representation: Management withdrew its proposal that insisted that a Union official could only represent an employee in a disciplinary case in Steps 1 and 2 would have to step aside and be replaced by a higher union official at the 2B hearing.

G. Article XXX, Local Implementation: Management withdrew its proposal which would have abolished local negotiations.