

2011 In Retrospect

By Frederick Wolfmeyer, President

The past year was quite a year. In the clerk and maintenance crafts our members were under the threat of excessing. The elevator operators sat in a ‘standby’ room for eight (8) hours a day for nearly a year drawing full pay while mail handlers, clerks, and supervisors operated the elevators. In November they were improperly excessed to the NDC, under the pretense that there was no work for them at the P&DC. However, as you all know, the elevators at the P&DC are still being operated by the mail handlers, clerks and supervisors.

A new collective bargaining agreement was fashioned at the national level, voted on, and ratified by the membership. This agreement created a whirlwind of grievance activity on the local and national levels. We have become very familiar with terms such as NTFT, PSE, 10/4, thirty (30) hour assignment and so forth. It seems that every day we learn something new from this agreement. Whether it concerns NTFT holiday pay, NTFT overtime issues or the issue of no mandatory overtime, it is a continuous learning experience. Personally, I have had more contact with our clerk NBAs in the short few months since the ratification of this agreement than I have had in the last five years. Several grievances have been filed by the local and some have been appealed to the dispute resolution process and more will follow.

The union also entered into local memorandum of understanding (LMOU) negotiations in 2011. I touched upon that process briefly in my last article, reporting that the union appealed an item of the LMOU to impasse arbitration. Management too, sent a few items to impasse. This came about after the parties had apparently reached an agreement, only for that agreement to

fall apart. The union and management met on September 22, 2011, to sign the new LMOU, but management balked at the holiday pecking order to which they had agreed only a few days earlier. The lead negotiator stated that upper management would not allow him to sign the LMOU because the negotiated pecking order was, in their opinion, in conflict with the national agreement. Of course, that was not the case, but it caused a stalemate and the union stated that the current language should be carried forward and that it would impasse (send to arbitration) the item.

What is troubling about this situation, is that the parties involved in the negotiations did in fact reach an agreement, but upper management, which was not involved, intervened and took away the authority of the lead negotiator, thus voiding the agreement. In my opinion, this has destroyed management’s credibility, and will only make future dealings with them more difficult.

On the legislative front, we need help. As you all know, the news is filled with stories and reports of the bleak financial status of the Postal Service. The pre-funding requirement in the Postal Accountability and Enhancement Act of 2006 is breaking the service. Many of us participated in the National Day of Action on September 27, 2011, to draw attention to the problem. We have written our congressmen and senators and have had our friends and families sign petitions asking for legislation to be passed to save the Postal Service. To date, only the union-busting, service-killing bill, HR-2309 has made it to the congressional floor. This bill is



the creation of Darrell Issa, R-Calif., and Dennis Ross, R-Fla., two of the most anti-worker congressmen ever. This bill would end six-day delivery, eliminate our 'no layoff' clause, force senior workers to retire before junior workers, and stop door-to-door delivery of mail to 90 percent of all households in the United States by 2015. Obviously, we cannot allow this bill to be passed.

The alternative to this bill, one endorsed by all postal unions, is HR-1351. This bill stops the pre-funding requirement, returns the money overpaid into the postal pension funds, and keeps our collective bargaining rights intact. This bill has over 230 co-sponsors in the House, yet Mr. Issa, who controls the Oversight Committee, will not allow this bill to come out of committee. In the Senate, there is a bill, S-1853, the Postal Service Protection Act, which does what HR-1351 does and more. It was introduced by Independent Senator Bernie Sanders of Vermont and now has five co-sponsors. What it does beyond HR-1351 is authorize new ways to generate postal revenue, protect mail processing facilities by requiring strict delivery standards for first-class mail, and prevent the closure of rural post offices.

The closing of processing facilities, the downgrading of service standards, the closing of post offices, and, in our area, the closing of stations and branches, are issues that many of us never believed possible. Now we are threatened by each and every one of these issues. Recently, I have attended community meetings about the closing of Maplewood retail, Ferguson retail, the entire Giles Branch and Jefferson Memorial Branch and now I have learned of more. There are plans to possibly close, Soulard, Field, Berkeley, and Galleria branches. Where will it all end? Will our elected officials get off of their seats and finally address the post office's dilemma with a sense of urgency, or will we languish with inaction for another year? If the financial situation of the service is not addressed soon, we may all be reminiscing about what a great institution we used to have before it went bankrupt.

On a positive note, 2011 did see the local purchase the building at 1705 S Broadway. You, the members, have a wonderful asset that is already worth \$250,000 more than what was paid. We have replaced the roof with a membrane material type roof, along with insulation that has reduced the utility bills. The main A/C unit was also replaced with a more energy efficient one, thus reducing the utility costs even further. In addition, we entered into an agreement with the school next door to use their hall for our union meetings at no cost until June of 2012 and for four years beyond for the low cost of \$100 per month.

Enough reminiscing. Now we are in 2012 and other than the prediction that the world will end this year, many of the old 2011 issues listed above, are still with us. As a reminder, we all need to keep calling and writing our elected officials so that the Postal Service doesn't also come to an end in 2012. Remember too, that this is an election year, and we need to protect our jobs. The Missouri Legislature is going to try to pass an old nemesis, Right-to-Work, along with other anti-labor issues. And on the federal level, the anti-labor members of the Republican and Tea Parties will be out in force to elect more of their kind to perpetuate the great principles contained in the Citizens United decision from the Supreme Court. This body of judges rendered a decision that basically states that money is speech and corporations are people. With that decision in hand, the anti-labor rich can donate as much money as they want to a candidate's campaign. This puts every working man and woman and their workplace rights in peril. Don't for one minute think that these power-hungry corporations will do the right thing. They want to pay us nothing and they do not want us to have a voice. In order to stop their efforts we need to vote and have our families vote for candidates who support our position, who support organized labor, and who support workers' rights. Until next issue, continue the fight and come to your union meeting.

Congratulations



to Nancy,
our secretary
at the Union Hall

On the birth of her grandson

Jack Arthur Adams

On December 8, 2011

on the new arrival





Nontraditional Fulltime (NTFTs) Employees: Regarding Sick Leave and Annual Leave

By Barb Sellini, Vice President

I first want to say I hope everyone had a wonderful, happy holiday and I wish all a very healthy and prosperous New Year. Two thousand twelve is here and the struggle continues for APWU and all of our members. Listed are some frequently asked questions and the responses as determined by Patrick Devine, A/MGR., Contract Administration Labor Relations, USPS at the national level and Mike Morris, national director, Industrial Relations, APWU dated October 6, 2011.

1. How will employees in NTFT duty assignments earn or accrue annual leave?

Employees in NTFT assignments with a regular schedule of 40 or more hours per week will receive an advance of AL equal to the maximum for their leave category. The employee will not receive additional AL credit for work hours in excess of 40 hours per week and excess hours will not be tracked as potential leave credit hours.

Employees in an NTFT assignment with a weekly schedule of less than 40 hours per week will receive a pro-rated advance of AL in the same manner as a PTR received it. For paid hours (hours worked and paid leave, not including donated leave) in excess of their scheduled amount, the employee will receive additional AL credit up to the maximum credit allowable for their leave category in the pay period. Excess hours that do not produce additional leave credit within the pay period will be tracked as potential leave credit hours and may produce additional leave credit in a future pay period as long as the total leave earned to date does not exceed the maximum allowed for an FT employee.

2. How will employees in NTFT duty assignments accrue sick leave?

Employees in NTFT duty assignments, with regular schedules of 40 hours per week or more, accrue four hours SL for each full biweekly pay period — which is 13 days (104 hours) per 26 pay period leave year. Employees in NTFT duty assignments with regular schedules of less than 40 hours per week will accrue

SL at the rate of one hour for each unit of 20 hours in a pay status up to 104 hours for the 26 pay period leave year. For paid hours (hours worked and paid leave, not including donated leave) in excess of their scheduled amount, the employee with regular schedules of less than 40 hours per week will receive additional SL credit up to the maximum credit allowed for a FT employee (up to 104 hours [13 days] per 26 pay period leave year). Excess hours that do not produce additional leave hours within a pay period will be tracked and may produce additional SL hours in a future pay period as long as the total leave earned to date does not exceed the maximum allowed an FT employee.

3. When using AL, how much leave per day will the employee in an NTFT duty assignment be charged?

The employee in an NTFT duty assignment will be charged leave for the amount equal to the work hours of their regular daily scheduled hours (six hours for a six-hour scheduled day) or for a balance of their scheduled hours for part-tour leave. NTFT duty assigned employees will be subject to the same leave regulations as all other career employees with regard to the substitution of LWOP in lieu of AL. Employees in NTFT duty assignments may elect at their option to utilize LWOP in lieu of AL for any hours in excess of 40 hours in a service week.

The same rules as stated for AL apply to using SL for employees in NTFT duty assignments.

4. What happens to AL that has been advanced to an employee in a NTFT duty assignment when they bid or are reassigned to/from traditional FT or to NTFT with a different scheduled work hour total per week?

They will have their advanced AL adjusted to reflect the advanced leave policy for the position of record.

I hope these questions and answers helped you understand a little more concerning the NTFT assignments and there will be more in the next issue of the PRESS ON.

HAPPY NEW YEAR TO ALL OF YOU!!!!

Editor's Corner *By Shelia Patton-Harris*

I would like to wish each and every one of you a happy and prosperous new year. We will once again be facing challenges from those who seem hell-bent on destroying the Postal Service. When they push us, we have to be ready to push back. I am sure that we will once again rise to the task.

The other day, some of us old-heads were sitting around discussing how different the main post office is from days gone by. One of the glaring differences is the present management style. Before we had all the machines and computers and technology, we relied on manual labor. We had a higher mail volume, but we still got the mail out. The old supervisor knew the mail and what their crew was capable of. They didn't play favorites and everyone was expected to pull his/her weight. Look at what is happening now. Even though they say the mail volume has decreased, the mail is not getting out. Too many supervisors are so busy doing our work, they can't seem to do the job they are being paid to do. It seems no matter how many people they hire, the clerks on

the machines are still working short. Employees from all over the plant are brought to the outgoing section — some of them are not even clerks — in a feeble attempt to get the mail out. Clerks were recently excessed from the section because of the decreased mail volume, but overtime is now the order of the day.

No one wants to admit that it's just not working. Management makes a decision and they would rather fail than to admit it was a bad idea. If the numbers work on paper, then by golly, they should work on the floor. They keep trying to fit a square peg in a round hole. And when things go bad, they want to lay the blame squarely on the shoulders of the clerks. If the clerks would come to work; if the clerks would do their jobs; if the clerks followed our instructions ... are all reasons given by management to excuse their poor performance.

A provision in the new contract did away with mandatory overtime. This did not take effect until six months after the signing of the agreement. Management had six months to make the necessary adjustments needed for this

provision. Why did they act as if it was a big surprise? They threw up their hands and said, "What are we suppose to do if we can't make the clerks work overtime? After all, it is December." The matter is simple. Clerks not on the ODL (overtime desired list) cannot be made to work overtime unless it is an emergency. Work the clerks on the ODL. This is when management skills come into play. They had six months to prepare and as usual they were not ready for the change. If you are a clerk and you are not on the ODL, you should not work overtime. If you want to work OT, sign the ODL for the next quarter. This provision was a long time coming and we don't want to give management any ammunition for circumventing it.

We have to do our part. If you see a manager performing your work, file a grievance. If they try and make you stay for overtime and you are not on the ODL, follow instructions but file a grievance. Be aware of what is going on in your section and if there is a problem, file a grievance. We can't let a few lousy managers destroy our jobs.

"Our needs are identical with labor needs — decent wages, fair working conditions, livable housing, old age security, health and welfare measures, conditions in which families can grow, have education for their children and respect in the community."

*Dr. Martin Luther King, Jr.
January 15, 1929 - April 4, 1968*





A Brief History of Neo-Slavery

By Shelia Patton-Harris

Many of you are too young to have experienced bigotry and discrimination first hand. You were never denied access to a restaurant or movie theater simply because of the color of your skin. You don't understand that until recently, blacks were not allowed in unions and were denied every human right. This article describes a very shameful period of history known as the Redemption.

After the Civil War, Northern soldiers left the newly freed blacks to their own devices and went home. A period of lawlessness and violence ensued known as "the Redemption." During this time many Southern blacks were forced into a form of slavery. Tens of thousands of men and women were forced into labor camps by dubious legal maneuvering. Using trumped up charges or minor charges with extreme penalties requiring extended jail or prison terms, blacks were incarcerated and their terms leased out to mines, farms, logging companies and a variety of industries, both public and private. These people worked in horrible conditions, long days, 6 days a week, poorly fed, poorly housed and they were often severely beaten. People died by the score and were buried in unmarked graves. The period was particularly violent toward blacks as indicated by the many lynchings and murders of black men not just in the Deep South but also in some Northern cities.

During the "Redemption," "forced

labor" became the organizing concept upon which the "new slavery" was built. It appeared in several guises: past due debts, sharecropping, indentured or contract servitude, forced work camps, and prison release farms, as well as ordinary prisons, among others — all forms that were clearly both illicit and illegal.

Various forms of forced labor served the immediate needs of a fearful and defeated South. Through it, blacks were effectively returned to slavery. The system was allowed to flourish due to the collusion between big Northern corporations, such as U.S. Steel, and corrupt Southern municipal officials such as local town judges, sheriffs and others, who together saw it as their patriotic duty to deny and bar Negroes from exercising their newly won freedoms. This also served to eliminate them as potential competitors of the white working class.

Immediately after the Civil War and up until about 1950, in most cities of the South, black men without jobs could be swept off the streets and hauled into court, fined, and given

lengthy jail sentences. Rules that required a prisoner to "work off his fine," meant that even light sentences often became indeterminate.

After many hard-fought battles, blacks were finally able to utilize organized labor to get some measure of fairness. Unions, even though they fought integration kicking and screaming, were some of the first organizations that offered a measure of equality. They knew that if blacks were not allowed to join labor unions, when they called for a strike, employers would simply replace white workers with blacks. This helped to bring about the end of forced labor camps.

Many of you may not see the relevance this "Redemption" has today. But those who fail to learn from the past are destined to repeat it. Discriminatory "crack" cocaine laws, which when coupled with incarceration for failure to pay child support and spousal abuse, results in a disproportionately large number of young single black men being swept off the streets and into the nation's jails. In today's society, sentencing guidelines are used capriciously to mete out much harsher sentences to blacks than to whites.



Hope May be on the Horizon. Senators Introduce 21st Century Postal Service Act

Article in the *Postal Reporter* Nov. 2, 2011

Washington — Today, Sen. Tom Carper, D-Del., chairman of the Subcommittee on Federal Financial Management, Government Information, Federal Services, and International Security, which oversees the U.S. Postal Service, joined Sens. Joe Lieberman, ID-Conn.; Susan Collins, R-Maine; and Scott Brown, R-Maine, to introduce the bipartisan 21st Century Postal Service Act of 2011. His statement, as prepared for delivery, follows:

“Over the past several months, Americans have realized the hard truth that the Postal Service is on the verge of financial collapse. Our troubled economy — coupled with the continued migration to electronic forms of communication — is putting the future of the Postal Service in jeopardy, and it’s happening faster than anyone ever expected, even just a few years ago. If we do nothing, we face a future without the valuable services the Postal Service provides. And if the Postal Service were to shut down, the impact on our economy would be dramatic.

“Although the situation is dire, it’s not hopeless. With the right tools and quick action from Congress and the Administration, the Postal Service can reform, right-size and modernize. The bill I introduced with Senators Lieberman, Collins and Brown presents a comprehensive and bipartisan solution to the Postal Services’ financial challenges that would keep it from collapse, protect the millions of jobs that rely on it, and enable this critical American institution to reform its business operations so it can continue to serve the American public for years

to come. The time to act is now. It is my hope that Congress and the administration can come together on this plan in order to save the Postal Service before it’s too late.”

Buyouts and Retirement Incentives

The bill would give the postmaster general access to the money the United States Postal Service has overpaid into one of its pension funds (FERS) and use it to offer buyouts or retirement incentives to reduce the active postal workforce by 100,000 or more employees over the next several years. The incentives could include either a cash buyout of up to \$25,000 or credited service years toward retirement annuity — up to one year for Civil Service Retirement System employees and up to two years for FERS employees. Any funds remaining after the Postal Service has completed this incentive program may be used to repay debt and meet obligations related to workers’ compensation, pensions and retiree health. USPS has estimated that reducing its workforce by 100,000 would save up to \$8 billion annually.

Health Care Savings

The bill would immediately begin a 40-year amortized payment schedule for the Postal Service to fund retirees’ health benefits. It would also reduce the pre-fund goal to 80 percent. The bill also allows the amount of these payments to be reduced if the postmaster general and postal union representatives are able to reach consensus on a health plan that significantly reduces this liability. The Postal Service and its unions would

have until September 2012 to negotiate a separate USPS health insurance plan. The bill would also require any retirees eligible for Medicare who are not enrolled in Parts A and B to enroll and directs the Postal Service to work with OPM to develop Medigap-like plans (with the same benefit level that employees receive under the current system) within FEHB for postal retirees and their dependants.

Workers’ Compensation Reforms

Right now, there are thousands of workers’ compensation beneficiaries over the age of retirement who are still receiving workers’ compensation benefits, even though they’ll likely never return to work. The bill contains critical reforms across the government (not just USPS) to rationalize the program and restore its original purpose — to help injured workers rehabilitate and return to work whenever possible.

The bill would set compensation for new enrollees under the Federal Employees Compensation Act (FECA) at 66 ²/₃ percent of salary at the time of injury until they reach retirement age. At retirement age, compensation would be reduced to 50 percent of salary at the time of injury. Compensation for current workers’ compensation recipients would not be changed if they were permanently and totally disabled and unable to work. The remaining beneficiaries over retirement age would receive 66 ²/₃ percent of their salary at the time of injury, starting three years after enactment. Current beneficiaries under retirement age would receive 66 ²/₃ percent of salary at time

of injury starting three years after enactment, and then, upon reaching retirement age, 50 percent of pay at the time of injury.

The bill would also increase certain compensation amounts for death and disfigurement. The bill would also make a number of changes aimed at helping workers' compensation beneficiaries return to work, such as the development of and compliance with back-to-work plans and the expansion of the Department of Labor's authority to temporarily place recipients in new jobs. It would also take a number of steps to combat fraud.

Arbitration Standards

The bill would require that arbitrators deciding a contract dispute between the Postal Service and labor organizations take into consideration the following factors when rendering a binding decision: 1) the financial condition of the Postal Service; 2) the requirement in law that USPS consider comparability of wages and benefits to those offered in the private sector; and 3) the policies of Title 39, the section of the U.S. Code that deals with all matters of postal law.

Limitations on Five-Day Delivery

The bill would prohibit the Postal Service from implementing its plan to eliminate Saturday delivery for at least two years. The implementation could only move forward if the following conditions are met:

1. The Postal Service identifies customers who may be affected disproportionately by five-day delivery and develops remedies.
2. The Postal Service make full use of it authorities under current law and the new authorities and mandates included in this bill to increase revenue and reduce costs.
3. After implementing all other

savings options, the Postal Service determines that a five-day schedule is still necessary to achieve sustainability. Once that decision is made, and demonstrated through careful financial analysis, the Government Accountability Office (GAO) would review that Postal Service's financial situation, projections, and the adequacy of savings initiatives already implemented in order to determine whether the implementation of five-day delivery is necessary. The Postal Service would not be able to implement a five-day schedule unless the Postal Regulatory Commission has found that the comptroller general has made a determination that doing so is financially necessary.

Streamlining Delivery

Under current practices, postal customers who don't rent post office boxes receive delivery in a number of ways: some receive mail at their door while others receive it in mail boxes at their curb or at centrally-located stations at the end of their block or in a residential building. The bill would authorize the Postal Service, where feasible, to deliver to curbside, sidewalk, or centralized mailboxes rather than to door delivery points no later than 2015. The change could save the Postal Service billions every year.

Retail Service Standards

The bill would require that the Postal Service develop service standards to guarantee customers a certain level of access to retail services, whether at a post office or alternative to a post office. The Postal Service must develop the standard, in consultation with the PRC, based on factors such as geography, population and the availability of transportation. Communities concerned that a proposed closure violates a standard could chal-

lenge the proposal before the PRC.

Processing Facilities

The bill would require the Postal Service to complete a study prior to the closure of a processing facility. The study must evaluate the option of downsizing rather than closing the facility. The bill would also establish a rigorous public comment opportunity and require a response to those comments from the Postal Service as well as documentation that important factors have been considered prior to closure.

New Products and Services

The bill would allow the Postal Service to offer non-postal products or services if the PRC had determined that the products and services: 1) make use of USPS's processing, transportation, delivery, retail network, or technology; 2) are consistent with the public interest and a demonstrated demand for the Postal Service to offer them; 3) do not create unfair competition with the private sector; and 4) have the potential to improve the Postal Service's financial condition. The bill would also allow the Postal Service to offer services on behalf of state and local governments as it does today on behalf of federal agencies and to ship wine and beer like its private sector competitors do.

The bill would not:

- Provide for a commission to decide facility closures.
- Establish a "solvency authority" with the power to change provisions of collective bargaining agreements.
- Override or breach collective bargaining agreements.
- Return overpayments the USPS made to the Civil Service Retirement System (CSRS). Unlike the FERS overpayments, the CSRS overpayments are in dispute.

The Rise of the Regressive Right and the Reawakening of America

By Robert Reich

A fundamental war has been waged in this nation since its founding between progressive forces pushing us forward and regressive forces pulling us backward.

We are going to battle once again.

Progressives believe in openness, equal opportunity, and tolerance. Progressives assume we're all in it together. We all benefit from public investments in schools and health care and infrastructure. And we all do better with strong safety nets, reasonable constraints on Wall Street and big business, and a truly progressive tax system. Progressives worry when the rich and privileged become powerful enough to undermine democracy.

Regressives take the opposite position.

Eric Cantor, Paul Ryan, Rick Perry, Michele Bachmann and the other tribunes of today's Republican right aren't really conservatives. Their goal isn't to conserve what we have. It's to take us backwards.

They'd like to return to the 1920s — before Social Security, unemployment insurance, labor laws, the minimum wage, Medicare and Medicaid, worker safety laws, the Environmental Protection Act, the Glass-Steagall Act, the Securities and Exchange Act, and the Voting Rights Act.

In the 1920s Wall Street was unfettered, the rich grew far richer and everyone else went deep into debt, and the nation closed its doors to immigrants.

Rather than conserve the economy, these regressives want to res-

urrect the classical economics of the 1920s — the view that economic downturns are best addressed by doing nothing until the 'rot' is purged out the system (as Andrew Mellon, Herbert Hoover's treasury secretary, so decorously put it.)

In truth, if they had their way we'd be back in the late nineteenth century — before the federal income tax antitrust laws, the pure food and drug act, and the Federal Reserve.

A time when robber barons — railroad, financial, and oil titans — ran the country. A time of wrenching squalor for the many and mind-numbing wealth for the few.

Listen carefully to today's Republican right and you hear the same Social Darwinism Americans were fed more than a century ago to justify the brazen inequality of the Gilded Age: Survival of the fittest. Don't help the poor or unemployed or anyone who's fallen on bad times, they say, because this only encourages laziness. America will be strong only if we reward the rich and punish the needy.

The regressive right has slowly consolidated power over the last three decades as income and wealth have concentrated at the top. In the late 1970s the richest 1 percent of Americans received 9 percent of total income and held 18 percent of the nation's wealth; by 2007, they had more than 23 percent of total income and 35 percent of America's wealth. CEOs of the 1970s were paid 40 times the average worker's wage; now CEOs receive 300 times the typical workers' wage.

This concentration of income and wealth has generated the politi-

cal heft to deregulate Wall Street and halve top tax rates. It has bankrolled the so-called Tea Party movement, and captured the House of Representatives and many state governments. Through a sequence of presidential appointments it has also overtaken the Supreme Court.

Scalia, Alito, Thomas, and Roberts (and all too often, Kennedy) claim they're conservative jurists. But they're judicial activists bent on overturning 75 years of jurisprudence by resurrecting state' rights, treating the second amendment as if America still relied on local militias, narrowing the Commerce Clause, and calling money speech and corporations people.

Yet the great arc of American history reveals an unmistakable pattern. Whenever privilege and power conspire to pull us backward, the nation eventually rallies and moves forward. Sometimes it takes an economic shock like the bursting of a giant speculative bubble; sometimes we just reach a tipping point where the frustrations of average Americans turn into action.

Look at the Progressive reforms between 1900 and 1916; the New Deal of the 1930s; the Civil Rights struggle of the 1950s and 1960s; the widening opportunities for women, minorities, people with disabilities, and gays and the environmental reforms of the 1970s.

In each of these eras, regressive forces reignited the progressive ideals on which America is built. The result was fundamental reform.

Perhaps this is what's beginning to happen again across America.

**CONSTITUTION AND BY-LAWS OF THE ST. LOUIS GATEWAY DISTRICT
AREA LOCAL AMERICAN POSTAL WORKERS UNION
AFL-CIO**

AS AMENDED JUNE 2011

THE ST. LOUIS MISSOURI LOCAL OF THE AMERICAN POSTAL WORKERS UNION, AFL-CIO, was organized in November 1971 by merger of the following crafts:

Local 8 of the United Federation of Postal Clerks
Local 16 of the National Federation of Post Office Motor Vehicle Employees

Local 55 of the National Association of Special Delivery Messengers

Local 37 of the National Association of Post Office and General Services Maintenance Employees all affiliated with the AFLO-CIO.

In December, 1977, the Local received a new charter as an Area Local under the title ST. LOUIS GATEWAY AREA LOCAL APWU. Since that time the Local has acquired a new Craft with the merger of the St. Louis Postal Data Center, Local 7025, APWU, and continues to grow through mergers with other locals.

On June 7, 1992, a merger was completed between the Hazelwood Missouri Area Local and the St. Louis Gateway Area Local to form the ST. LOUIS GATEWAY DISTRICT AREA LOCAL.

ARTICLE 1

The Local

SECTION 1. NAME

The name of this organization shall be the ST. LOUIS GATEWAY DISTRICT AREA LOCAL of the American Postal Workers Union, AFL-CIO: hereinafter referred to as the Local.

SECTION 2. JURISDICTION

ST. LOUIS GATEWAY DISTRICT AREA LOCAL, APWU, claims jurisdiction over all public and private postal and mail handling operations including, but not limited to, sorting machines (first, second, and third class, parcel post, sack, etc.) all areas and levels of postal maintenance, motor vehicle service and maintenance, all mobile transport services and special delivery of mail, and all technical advancement in the area of mail processing.

ST. LOUIS GATEWAY DISTRICT AREA LOCAL, APWU, also claims jurisdiction in all areas of public and private personnel, accounting technicians, mailbag depositories and supply centers at all non-supervisory levels and grades of public and private Postal Services which are directly or indirectly involved in mail handling and Support Services in the St. Louis Metropolitan area.

ARTICLE 2

Objectives

SECTION 1.

It shall be the objective of the Local to secure through collective bargaining and legislative effort, a better standard of living and working conditions for the members of the Local.

SECTION 2.

The Local affirms its belief in a single industrial union of all postal workers in non-supervisory levels. The Local will make every effort to bring into being a single industrial union of all postal workers by mergers with other postal unions and by continuing intensive, all-out organizing campaigns reflecting the American Postal Workers Union philosophy.

SECTION 3.

The Local will vigorously oppose any labor unions outside of the Postal Service moving into the Postal Service field.

SECTION 4.

The Local will continue:

To organize the unorganized.

To unite within one organization, regardless of sex, race, age, creed, color, religion, sexual orientation, political affiliation, or nationality, all employees under the jurisdiction of the Local.

To educate our membership in the history of the Labor Movement and to develop an intelligent and dignified membership; to work and vote for the election of political candidates who favor the passage of legislation to improve the welfare and interest of all Labor; to work for the repeal of all laws which are unjust to Labor's movements, goals, and welfare.

To support and engage in legislative, political, civic, educational, welfare, and other activities which further, directly or indirectly, the joint interest of the membership of this union and the improvement of the general economic and social conditions in the United States of America.

SECTION 5.

The Local will work as an autonomous local union with the American Federation of Labor Congress of Industrial Organizations, together with other national, state, and local union councils for the solidification of the entire Labor movement.

ARTICLE 3

Membership

SECTION 1.

Any bargaining unit employee, regardless of level or grade, within the jurisdiction claim of this Local is eligible for membership. Those accepted for membership shall pay full per capita tax plus dues and assessments levied by the Local and/or National Office, APWU.

SECTION 2.

No person eligible under the above provision shall be denied membership because of race, color, creed, sex, sexual orientation, nationality, handicap, political affiliation, age, or religion.

SECTION 3.

The executive Board of this Local, with the approval of those in attendance at a General Mem-

bership Meeting, shall have the power to confer honorary memberships.

SECTION 4.

Members of the Local who retire from the Postal Service may maintain full membership with all rights of such membership by continuing to pay full per capita taxes, plus dues and assessments levied by the Local and National APWU.

ARTICLE 4

Dues, Fees and Assessments

SECTION 1.

- A. All applications for membership shall be made on PS Form 1187, and dues shall be paid by payroll deduction. Members who are not subject to payroll deduction shall pay their full year membership dues in December of the preceding year. The dues of the Local shall be \$12.56 per member, per month plus National Per Capita, plus per capita taxes and assessments levied on the Local by those organizations which the Local is affiliated. The Local dues shall increase in accordance with the provisions of Article XVI Section 2, of the National Constitution and By-Laws of the National Postal Workers Union.
- B. All members shall be required to pay any additional assessments, dues increase, or per capita tax increase levied by the Local and/or National Office, APWU.
- C. A member will not be considered in good standing if that member is delinquent in dues payments. A member's good standing status shall not be affected by reason of the fact that his/her paycheck for the payroll period in which his/her dues deduction are made is insufficient to permit such dues deductions, by reason of illness, injury, pregnancy leave, lay-off, disciplinary suspension, lockout or strike. Any member, whose dues are delinquent three (3) months, shall be dropped from the rolls of the Local after 30 days written notification of delinquency and amount due. Proper notices will be sent by the Secretary-Treasurer to the National Office, APWU Health Plan Director, APWU and Editor-In-Chief of the Press On of the Local for the removal of his/her name from their rolls.

SECTION 2.

No general or special assessment shall be levied upon the membership except: (A) in the case of a local organization, (I) by majority vote by secret ballot of the members in good standing voting at a general or special membership meeting, after reasonable notice of the intention to vote upon such question, or (ii) by majority vote of the members in good standing voting in a membership referendum conducted in secret ballot.

ARTICLE 5**Representation****SECTION 1.**

The Local shall be represented in the State and National American Postal Workers Union Conventions.

SECTION 2.

Members of the Executive Board by virtue of their position shall be elected delegates to all national and state conventions.

- A. The President (Chairperson) of the APWU Retirees will be a delegate to the State and National Conventions.

SECTION 3.**ELECTIVE DELEGATES**

Each Craft shall be entitled to representation in State and National APWU Conventions to which the Local sends delegates on the basis of one (1) elective delegate for each two hundred (200) members or fraction thereof. The craft count will be based upon the Press On mailing list two weeks before the nominating meeting. Each craft of the Local shall be entitled to at least one (1) elective delegate.

- A. Associate Office members shall be entitled to elect delegates to the State and National APWU Convention on the basis of one (1) elective delegate for each two hundred (200) members or fraction thereof.

SECTION 4.**DELEGATE ELECTIONS**

- A. The nominating meeting for convention delegates will be held in February of the convention year. Election of delegates to the State and National Convention shall be by secret ballot on the third Sunday in March at the union hall from 6 A.M. to 6 P.M. All delegates shall be elected by the members present and voting in their respective crafts. The Election Committee shall be in charge of the election. For special conventions, delegates shall be elected by a majority vote of the members present and voting in a General Membership Meeting.
- B. Those seeking to be delegates to the APWU National Convention must attend at least six (6) scheduled general membership meetings in the year preceding the election. Members will be given credit for attending general membership meetings when the meetings are proven in conflict with travel or attendance related to active military duty, reserve military duty or required Postal training.

SECTION 5.

- A. The Local will pay for room, transportation and the GSA Accountable Plan per day for meals for State and National Conventions. The Local has the option to provide transportation (airfare or actual gas expense).
- B. When the Local sends members to an out of town seminar or other functions, the allowances so stated above may be modified and/or reduced, but only upon approval of the Executive Board or General Membership.

In no case shall allowances be approved that would exceed the allowances so stated above. In accordance with this, the Local may provide transportation to such functions.

- C. When the Local hosts a National or State convention when the delegates from the local are serving in an administrative capacity, or the local sends delegates to a National or State convention within the local commuting area (50 mile radius) the per diem shall be twenty-five (\$25) per day for elected delegates, unless modified and/or reduced upon approval of the Local Executive Board or General Membership.

ARTICLE 6**Officers, Nominations, and Elections****SECTION 1.**

The officers of the Local shall be elected by secret ballot and shall consist of the President, Executive Vice President, Secretary-Treasurer, Director of Industrial Relations, Editor-In-Chief, Director of Research & Education, Sergeant-At-Arms, Clerk Craft Director and Clerk Assistants A&B, Maintenance Craft Director and Maintenance Assistants A&B, Motor Vehicle Craft Director and Motor Vehicle Assistants A&B, Support Services Craft Director and Assistant, and Associate Office Director.

The nominating meeting will be held every three (3) years from the month of merger (June).

SECTION 2. ELIGIBILITY FOR OFFICE

- A. Eligibility for general office shall be determined by the following:
1. A candidate shall be a member in good standing.
 2. He/She shall have been a member for at least twelve (12) months immediately prior to the General Membership Meeting at which nominated.
- B. Eligibility for Craft Office shall be determined by the following:
1. A candidate shall be a member in good standing.
 2. He/She shall have been a member for at least twelve (12) months immediately prior to the General Membership Meeting at which nominated. He/She shall be elected only by the votes of members of the craft.
- C. Eligibility for A.O. Director shall be determined by the following:
1. A candidate shall be a member in good standing.
 2. He/she shall have been a member for at least twelve (12) months immediately prior to the General Membership Meeting at which nominated. He/She must work in, or have retired from one of the Area Offices. He/She shall be elected only by votes of members from the Associate Offices.
- D. No member shall be a candidate for more than one (1) elective position of the Local. Upon

nomination each candidate must certify that they are not in violation of the prohibitions set forth in Article VIII, Section 4. Candidates who are in violation of Article VIII, Section 4 are not eligible to be elected or appointed as an officer of the Local.

SECTION 3. ELECTION COMMITTEE

- A. The Director of each Craft of the Local shall present to the members present at the General Membership meeting one (1) month prior to the nominating meeting, the names of two members of his/her Craft who have been designated to be members of the Election Committee. If there is not a quorum at that General Membership meeting then the Director of each craft shall present the names of two (2) members of his/her craft designated to be members of the Election Committee to the members present at the nominating meeting. The Election Committee shall receive appropriate payment for time spent on the election committee. No member of the Election Committee shall be a candidate for elective office or delegate of the Local for any election for which they are supervising. Any member who voluntarily, after August 31, 1984, holds, accepts or applies for any managerial or supervisory position, EAS position or the PASS Program or any other supervisory program, for any period of time, whether one (1) day or a fraction thereof, either detailed, acting, probationary or permanently after being elected or appointed to any office, shall immediately vacate any office held by that member in the national, local, area local, district council, state or regional organization, any department of the APWU, the Postal Press Association, or any subordinate body of the APWU which receives financial support or uses the name of the American Postal Workers Union.
- B. Only designated members of the Election Committee shall be nominees for chairmanship of the Election Committee. The General Membership shall elect the chairman of the Election Committee by secret ballot at the nominating meeting.

SECTION 4.

The Election Committee shall assume full control of the election and have all ballots printed by a Union printer. One ballot shall be for General Offices; the second ballot shall be for Craft Officers. Ballots will be mailed to all members in good standing as of May 31st of the election year.

- A. The official ballot shall have the following:
1. All ballots shall be headed:
OFFICIAL BALLOT
ST. LOUIS GATEWAY DISTRICT
AREA LOCAL, AMERICAN POSTAL
WORKERS UNION, AFL-CIO.
 2. The general ballot shall contain the names of all candidates for general offices; the Craft ballot shall contain the names of all candidates for craft offices.

3. The general ballot shall be white; the Craft ballots and Area ballots shall be a different color for each.
 4. All ballots show the date on which balloting will be concluded.
 5. Specific and definitive instructions shall be printed on all ballots for the purpose of completing and submitting said ballots.
 6. The names of the incumbent candidates shall be placed first on all ballots all other candidates shall be listed in alphabetical order.
- B. The official ballot envelope shall be as follows:
1. There shall be one (1) mailing envelope for each member. It shall contain one (1) return envelope, one (1) blank envelope marked "BALLOT" and two (2) ballots.
 2. The mailing envelope shall bear the election lockbox as the return address.
 3. The return envelope shall bear the election lockbox as the mailing address.
 4. Space will be provided for member's signature and it shall also bear the member's mailing address label on the back.

SECTION 5. RESPONSIBILITY OF CHAIRMAN

The Chairman of the Election Committee shall rent a lockbox at the Main Post Office. The key to the lockbox shall remain in the custody of the Postmaster or his representative until called for by the Election Committee. Rental for the lockbox shall be paid by the Local. The chairman of the Election Committee shall call a meeting of the Committee not later than seven (7) days after the nominating meeting.

SECTION 6.

Not more than eight (8) days after the nominating meeting the Election Committee shall mail to the nominees, who are nominated for more than one position, and those nominated who are not present at the nominating meeting, a notification of their nominations by certified mail, requesting each to designate and signify the office for which he/she desires to run. Each nominee shall send his/her reply by certified mail not later than June 21st to the election committee who shall arrange to have ballots printed by a known union printer. Unopposed candidates' names will not appear on the ballot. They shall be declared elected. On or before July 14th, the Election Committee shall send out the ballots to all members according to the local mailing list. The deadline for returning ballots to the Election Committee lockbox shall be twelve (12) noon, August 8. Any completed ballots received in the lockbox after twelve (12) noon, August 8 shall not be valid nor shall they be counted. The Election Committee will count the ballots immediately after they are picked up from the lockbox.

ARTICLE 7

Duties of Officers

SECTION 1.

- A. All officers of the Local shall strive to organize their time in such a manner so as to perform their duties without extra remunerations.
- B. The officers of the Local shall perform, in addition to the specific duties of their respective offices, such other duties as the President may assign.
- C. The duties of the Executive Board offices may be separated or combined only upon recommendation by the President and approval of the Executive board.

SECTION 2.

Any officer of the Local who is required to be bonded shall require such a bond at the expense of the Local.

SECTION 3.

- A. **PRESIDENT.** It shall be the duty of the President to preside at all General Membership Meetings, Executive Board Meetings, and special meetings of the Local; he/she shall appoint all committees not provided for herein. He/she shall fill all vacancies from any cause whatsoever, subject to the approval of the Executive board, until such vacancy is filled by regular election. He/she shall be an ex officio member of all committees except the Election Committee. He/she shall be responsible for all work of the Local; and all officers of the Local shall work under his/her supervision. He/She shall countersign all checks, vouchers, and other documents made by the Local.

He/She shall have the authority to interpret the Constitution and his/her interpretation shall be conclusive unless reversed or amended by the Executive Board. He/She shall be a delegate to APWU national and state conventions by virtue of office and to other conventions, seminars and other union functions which concern the Local with the approval of the Executive Board. The President shall be a full-time officer. The President shall be authorized to pay LWOP, overtime, change schedules and assign make-up days in order to carry out the responsibility to see that all work of the Local is performed. It shall be the responsibility of the President to staff the Union office in which to conduct all Union business. The staffing will be done after concurrence with the Executive Board and approval of the members present and voting at a general membership Meeting. His/her salary shall be equal to the highest grade and step on the PS schedule, plus 10 percent. He/she shall be paid bi-weekly, not in advance. Additional expenses shall be paid only with the approval of the Executive Board.

- B. **EXECUTIVE VICE PRESIDENT** shall perform the duties of the President in his/her absence or inability to attend to the duties of his/her office. He/she shall be the Chairman

of the grievance arbitration committee. He/she shall assist and direct the Craft Directors in the processing of all grievances at all levels. It shall be his/her responsibility to keep an active log on all grievances processed by this Local. He/she shall be a member of the Local Negotiating team and Board of Trustees. He/she shall countersign all checks and vouchers when the President or Secretary-Treasurer is unable to perform their duties. He/she shall be a full-time officer. His/her salary shall be equal to the second highest grade and step on the PS schedule.

- C. **SECRETARY-TREASURER.** The Secretary-Treasurer shall keep accurate accounts, using approved methods of accounting and bookkeeping, of all monies, dues, interest, assessments and taxes collected and disbursed by the Local; these records shall be available to recall and review. The Secretary-Treasurer shall secure and deposit all monies in a Charter Bank and/or St. Louis Postal Employees Credit Union to bear interest or dividends; and shall make all disbursements by check, draft or money order, and shall countersign all checks, pay all bills, refunds, expenses and allowances sanctioned by the Local. The Secretary-Treasurer shall release all books, records, and receipts to the Board of Trustees and/or public accounting firm as required by law, this Constitution, the President, or the Executive Board; shall submit, itemized written reports of financial transactions and account balances of the Local each month and quarterly statements of deposits and withdrawals of all accounts of the Local at the General Membership Meeting. In January of each year he/she shall release all financial records for audit by a public accounting firm selected by the Executive Board. In January of each year the Secretary-Treasurer shall be responsible for holding the Local to the dictates of the annual budget, and shall report any and all deviations to the Board of trustees. The Secretary-Treasurer shall be bonded and shall become a notary public at the expense of the Local. The Secretary-Treasurer shall keep a record of all dues and per capita taxes of the members. He/she shall submit an annual report of the dues and per capita taxes of cash paying members of the Local to the National Secretary-Treasurer and to the Local in February of each year. The Secretary-Treasurer shall make and keep a record of the minutes of the Executive Board and General Membership Meetings. He/she shall notify all members of the Executive Board of all Executive Board meetings. He/she shall be a full-time Officer. He/she shall be paid a salary equal to the second highest grade and Step P on the PS schedule.

- D. **DIRECTOR OF INDUSTRIAL RELATIONS.** He/she shall co-ordinate all labor management, safety and health grievance committee and step 2 grievance meetings. He/she shall be responsible for maintaining all grievance forms and for maintaining a

log of all local arbitration cases. He/she shall maintain all records related to NLRB charges filed by the local and against the local. He/she shall be the local's representative in proceedings related to OWCP, EEO, and MSPB. He/she shall assist with all phases of the grievance arbitration procedures in all crafts. He/she will be a member of the local negotiation team for all crafts. He/she shall perform other duties as assigned by the President. He/she shall receive arbitration training. He/she shall receive lost time payment with the approval of the President.

- E. **EDITOR-IN-CHIEF.** The Editor-In-Chief by virtue of this elected office, shall be the chairperson of the PRESS ON POLICY COMMITTEE. With the President he/she as the ex-officio member, only, with Executive Vice-President he/she, plus the other members of the crafts, so as to make the committee five (5) or seven (7) in number so as to prevent a tie, or deadlock in the voting power. AND that the Editor-In-Chief he/she shall be the only person in charge of the physical makeup, or paste-up of the publication PRESS ON. AND that the Editor-In-Chief or the President shall be the only authorized person that shall release the final galleys to the printer for publication. The Editor-In-Chief shall receive 10 percent of the advertising revenues of the PRESS ON. He/she shall receive lost time payment with the approval of the President.
- F. **SERGEANT-AT-ARMS.** It shall be the duty of the Sergeant-At-Arms to assist the President in preserving order at General Membership and Executive Board Meetings, maintain the attendance record, perform count of voting decisions, perform other duties as may be assigned by the President and serve as Local Parliamentarian. He/she shall receive lost time payment with the approval of the President.
- G. **DIRECTOR OF RESEARCH, EDUCATION.** He/she shall be responsible for the education and legislative programs of the Local. He/she shall conduct educational and legislative seminars on matters of interest to the National, State and Local levels with concurrence of the Executive Board or by the action of the General Membership Meeting. He/she shall submit articles to the Local publication on educational and/or Legislative matters at not less than quarterly intervals. He/she shall be the keeper of the Local's library, and shall be responsible for maintaining it in a current status. He/she shall keep a current roster of all stewards by name, craft, tour and location. He/she shall submit to the President the names of all stewards who have successfully completed steward training. He/she shall receive lost time payment with the approval of the President.
- H. **CRAFT DIRECTORS**
Clerk Craft Director
Maintenance Craft Director

Motor Vehicle Craft Director
Support Services Craft Director

Each Craft Director shall assume the timely and proper processing of grievances arising from his/her craft or area and such other matters that pertain to that craft or area. He/she shall receive monthly reports from stewards and chief stewards in his/her craft or area and submit items to the Labor/Management meetings based on these reports. He/she shall receive arbitration training. He/she shall receive lost time payment with the approval of the President. He/she shall conduct monthly craft meetings. He/she shall receive a monthly salary of \$50.00.

SECTION 4. EXECUTIVE BOARD

- A. The Executive Board shall consist of the President, Executive Vice-President, Secretary-Treasurer, Director of Industrial Relations, Editor-In-Chief, Sergeant-At-Arms, Director of Research and Education, ALL Craft Directors and the Associate Office Director.
- B. The Executive Board shall be the highest ranking governing body of the local between general membership meetings.

ARTICLE 8

Prohibitions

For the protection of the General Membership of the Local the following prohibitions are set forth. Violations of these prohibitions are set forth. Violations of these prohibitions shall be subject to the disciplinary actions stated below.

SECTION 1.

The General Membership Meeting shall have final authority to override decisions of the Executive Board or of the President in regard to expenditures of the Local. Expenditures of the Local shall be subject to the following in accordance with the above:

- A. It shall be prohibited for any officer or member of the Local to enter into any contract, loan, or promissory note, either written or verbal, involving monies or expenditures of the Local without the prior approval of the Executive Board and the majority of the members present and voting at a General Membership Meeting.
- B. Payment of the normal operating and business expenses of the Local shall be subject to the approval of the Executive Board or the General Membership Meeting.
- C. It shall also be prohibited for any officer or member to make a fraudulent report in connection with the items above.

SECTION 2.

- A. It shall be prohibited for any officer or member of the Local to engage in or foster any conduct or activities that would expose the American Postal Workers Union, AFL-CIO, and the Local to civil liability suit.
- B. It shall be prohibited for any officer or member of the Local to engage in or foster any conduct or activities that are contrary to the

provisions of the Local Constitution and By-Laws or any federal statutes or labor laws of the United States of America.

SECTION 3.

Any individual officer, member or Craft found guilty of violations of the provisions of the above shall be liable to charges and probation, suspension, expulsion, or other appropriate disciplinary action deemed necessary. In cases of violation of a federal code, the penalty prescribed therein shall take precedence over any action that would be taken by the Local.

SECTION 4.

Any postal employee eligible to be a member of the American Postal Workers Union who voluntarily holds a managerial, supervisory, or EAS position with the responsibility for issuing or recommending discipline, or applying or interpreting the National Agreement for the equivalent of one (1) pay period in a year shall be ineligible to hold office at any level of the American Postal Workers Union (APWU) or to be delegate to any convention held by the APWU or any subordinate body of the APWU, so long as the employee continues to serve in such position and for a period of one (1) year from the time the employee vacates such position.

Any postal employee who has submitted an application to a managerial, supervisory, or EAS position with responsibility for issuing or recommending discipline, or for applying or interpreting the National Agreement, shall withdraw such application prior to acceptance of nomination for any office in the APWU.

ARTICLE 9

Recall of Officers

Removal of officers is governed by Article 15 (Local and Membership Protection) of the APWU National Constitution.

ARTICLE 10

Meetings

SECTION 1.

- A. General Membership meetings shall be held on the second Sunday of each odd month, commencing promptly at three o'clock (3:00 p.m.) and the second Saturday of each even month, commencing promptly at nine-thirty (9:30 a.m.) There will be no general membership meetings in the months of July and August.
- B. The General Membership meeting may be postponed to another time or day of the month or canceled by motion and vote of the members in attendance at the General Membership meeting by not less than two (2) meetings before the meeting to be changed, postponed or canceled.
- C. When a regularly scheduled craft and/or general membership meeting falls on a holiday weekend, the meeting will automatically be rescheduled to the following Sunday. The holiday must fall on a Friday, Saturday, Sunday or Monday.
- D. Twenty-five (25) members present at the

General Membership meeting shall constitute a quorum for the transaction of business. If twenty-five (25) members are not present at the start of the general membership meeting, business may be delayed for no more than 15 minutes before the meeting is declared an unofficial meeting.

SECTION 2.

- A. Special General Membership meetings may be called by petition of fifty (50) members in good standing or by a majority vote of the Executive Board.
- B. Fifty (50) members present at a Special General Membership Meeting – of which at least five (5) are from each craft – shall constitute a quorum for the transaction of business.

SECTION 3.

Each craft shall determine the date, time and place of its own Craft meeting. The Local shall pay the expenses of scheduled Associate Office area meetings.

SECTION 4.

- A. The date and time of the Executive Board Meeting shall be announced seven (7) days prior to the meeting.
- B. A simple majority of the total number of members of the Executive Board shall constitute a quorum for the transaction of business at regular Executive Board meetings.

SECTION 5.

- A. Special Executive Board Meetings may be called by the President or by a petition signed by a simple majority of the members of the Executive Board.
- B. A simple majority of the total number of members of the Executive Board shall constitute a quorum for the transaction of business at Special Executive Board meetings.

SECTION 6.

It shall be the responsibility of each Craft to maintain an official attendance record of scheduled craft meetings.

ARTICLE 11

Succession of Officers and Vacancies

The following order shall be the line of succession of officers of the Local in the event of death or resignation of the President.

Executive Vice-President

Secretary-Treasurer

ARTICLE 12

Resolutions

SECTION 1.

Three months prior to the National and State Conventions, a Resolutions Committee shall be formed, the chairperson to be appointed by the President. Each craft director shall submit to the chairperson of the committee the name of one member from the craft to serve as a member of the committee.

SECTION 2.

The purpose of the Resolution Committee shall

be to receive, draw up, consider, and consolidate suitable resolutions pertinent to the business to be brought before the conventions. The chairperson of the committee shall render a report of the resolutions and recommendations at the next General Membership meeting following the end of the committee's session.

ARTICLE 13

Amendments

SECTION 1.

This Constitution and By-Laws may be amended by a two-thirds (2/3) vote of the membership present and voting at a General Membership meeting. A standing vote will apply.

SECTION 2.

Any proposed change(s) to the Constitution or By-Laws will be submitted in writing by April 20th or October 20th of each year, by certified mail or hand-delivered to the local union office. All changes submitted to the constitution committee shall be read at the May and November General Membership meeting. It shall then be tabled without discussion or debate. It shall be published in the next issue of the Press On and mailed to all members in good standing for distribution. It shall then be taken up at the next General Membership meeting as the first order of business following the reading of the minutes, discussed and voted upon.

SECTION 3.

Any major revisions or amendments involving three (3) or more articles of this Constitution and By-Laws shall be made only by a Constitution Committee composed of a representative from each Craft and a chairperson appointed by the President. Revision and amendments made by the committee shall refer to SECTION 1 and SECTION 2 of this article.

SECTION 4.

Any proposed Constitutional Changes for the purpose of another local merging with the St. Louis Gateway District Area Local may be submitted any month. It shall be read at one meeting. It shall then be tabled without discussion or debate. It shall be published in the next issue of the Press On and mailed to all members in good standing for distribution. It shall then be taken up at the next General Membership meeting as the first order of business following the reading of the minutes, discussed and voted upon.

SECTION 5

The Constitution and By-Laws shall be printed in the February issue of the Press On.

ARTICLE 14

Officers and Stewards Benefits

SECTION 1. FULL-TIME OFFICERS

- A. The Local shall pay the following fringe benefits, retirements, life insurances, APWU health insurance, and disability insurance for officers who work full-time for the Union.
- B. An officer who works full-time for the union will be granted 26 days of annual leave and sick leave as needed. Those officers who qualify for disability insurance will only be paid sick leave when the insurance payment is not equal

to the officer's salary. No full-time officer will be permitted to carry over more than the Postal Service maximum of annual leave into the next year, and shall be reimbursed in December of each year for up to 104 hours of unused annual leave beyond the Postal Service maximum. All full-time officers will be paid his/her accrued annual leave when leaving elected office, up to the Postal Service Maximum.

- C. The full-time officers whose salaries are based upon the **PS grade [as referenced in Art. 7.Sec.3 (A), (B), and (C)]** will be adjusted to reflect any negotiated upgrades and Cost of Living Adjustments for those grades.

SECTION 2. PART-TIME OFFICERS

- A. Officers who work part-time for the union, (those who have lost time approved on a daily basis) shall be paid their postal pay that was lost in accordance with Article VII. This will include night differential if applicable.
- B. Officers who work part-time for the union, shall be reimbursed at the end of the year for annual leave and sick leave lost due to being in a leave without pay status that lost time was paid for.

SECTION 3. STEWARDS

- A. All Stewards and Officers shall receive a yearly salary equal to the amount of dues paid during the calendar year: they must meet the following requirements:
 1. They shall have attended at least seven (7) steward training meetings of the local in the current year.
 2. They shall be paid for the calendar year January to December, if qualified:
 3. They shall be paid in December of each year, before the 15th of the month.

BY-LAWS

ARTICLE I

Order of Business

1. Meeting called to order.
2. Roll call of officers and shop stewards.
3. Reading of minutes.
4. Nominations/Constitutional changes, if necessary.
5. Applications for membership and action thereon.
6. Communications and bills-action thereon.
7. Reports of officers, delegates, and committees.
8. Unfinished business.
9. New business.
10. Suggestions for the good of the Local.
11. Adjournment.

ARTICLE II

Amendments

Amendments to or alterations of the By-Laws shall be made in the same manner as prescribed for amending the Constitution.

ARTICLE III**Ballots**

All votes taken by ballot at meetings shall be under the Australian system taken in place and manner most convenient.

ARTICLE IV**Rules of Order**

1. Any member desiring to speak on a subject under consideration must arise and address the Chairperson, and such member cannot proceed until recognized by the Chairperson.
2. All motions must be first stated by the Chairperson before they can be debated.
3. A motion to table is not debatable.
4. No member shall speak more than once on any subject until all members who wish to speak have spoken, and then only by consent of the meeting.
5. The chairperson shall refrain from taking part in the discussion of motions. In the event he/she deems it necessary to enter the debate on a motion, he/she shall relinquish the Chair to the Executive Vice-President until the motion has been voted upon.
6. Any proposed change to the policies of the Local shall be printed in writing, signed by at least ten (10) members in good standing; shall be read in meeting; and laid over until the next meeting, when it shall be read again and voted upon.
7. ROBERT'S RULES OF ORDER – as interpreted by the Local Parliamentarian – shall be the authority to decide all questions of order not herein provided for.

ARTICLE V**Funds-Bonds****SECTION 1.**

All funds shall be deposited in the name of the Local in such banks as the Local may determine.

SECTION 2.

All funds of the Local shall be disbursed by check, countersigned by the General President, and/or the Executive Vice-President.

SECTION 3.

Officers of the Local who are required to be bonded shall have the expense of such bonds borne by the Local.

SECTION 4.

1. The President is authorized to pay bills for normal operation and all business expenses of the local.
2. The President is authorized to make expenditures necessary for repairs and upkeep of the building.
3. The President is only authorized to make expenditures on the Local's credit card up to the current limit. The limit may not be exceeded or raised without the approval of the Executive Board and the General Membership.
4. The local shall lease an American made

vehicle(s) for official Union business. The Executive Board shall establish and approve a vehicle lease/use policy.

5. To keep the local organized the President shall be paid twenty-two (22) cents per member per month.

ARTICLE VI**Applications**

- A. Applications for new membership shall be filed with the Secretary-Treasurer of the Local. Each applicant for membership shall sign a form PS-1187.
- B. Applications for membership will automatically be accepted unless challenged at a regular General Membership meeting following their receipt.
- C. A rejected candidate's application for membership may be resubmitted after six (6) months.

ARTICLE VII**Committees****SECTION 1.**

All officers, [except full-time officers] steward[s], and members assigned to perform union related duties on their off duty time shall be compensated at the rate of ten dollars (\$10.00) per hour. All committee members shall be compensated for time in meetings and activities at the committee time rate of ten dollars (\$10.00) per hour.

SECTION 2.

The President shall appoint all necessary committees, not limited to the following:

- A. Organization
- B. Welfare
- C. Publicity
- D. Human Relations
- E. Resolutions
- F. Constitution
- G. Board of Trustees
- H. Entertainment
- I. Press On Policy
- J. Grievance/Arbitration
- K. Stewards

SECTION 3.

The Board of Trustees shall consist of one member from each craft and the Executive Vice-President. The Chairman of the Board of Trustees shall be determined by the membership of the Board at the first meeting following the general election. The Board of Trustees shall audit the books quarterly. Following each audit, the Board shall have the authority to submit a revised budget following the 1st, 2nd or 3rd audit. The board shall prepare a budget in November of each year to be submitted at the December membership meeting for approval.

ARTICLE VIII**Transitions**

For the smooth transition of operation functions of any administrative office of the Local, it shall

be the duty of all incumbents, whether appointed or elected, to acquaint the successor to the office with all procedures, records, files, and methods of said office in order to assure the welfare and efficient operation of the Local.

Nothing in this Constitution and By-Laws shall be interpreted as being in conflict with existing Federal Laws and regulations nor with the National Constitution and By-Laws of the American Postal Workers Union, AFL-CIO.

ARTICLE IX**POWER**

Membership in the POWER Committee shall be open to all APWU members. The committee shall participate in community activities giving visibility to the Local. The committee shall sponsor a minimum of two (2) programs each year with special emphasis on family issues. The committee shall work in conjunction with other committees especially organization. The committee shall network with other women organizations and work to enhance harmony within the union.

American Postal Workers Union,**AFL-CIO****Officers' Oath of Office**

I, _____, having been duly elected to office in the _____ of the American Postal Workers Union, AFL-CIO, do solemnly pledge to uphold the Constitution and By-Laws of the American Postal Workers Union, AFL-CIO and of the _____.

I further pledge to perform the duties of my office to the best of my ability. I promise that at the conclusion of my term of office, I will turn over to my successor all books, papers, records, and documents that are the property of the APWU _____.

And I further pledge that once I no longer hold office with the American Postal Workers Union and am no longer a bargaining unit employee, I will never testify in support of the United States Postal Service in any United States Postal Service arbitration or administrative hearing about internal Union discussions and/or decisions that are made by the Union or Union leaders in regards to the American Postal Workers Union's contractual positions and/or American Postal Workers Union's internal policies.

I further subscribe and affirm that if I resign or enter into an EAS position, whether detailed or permanent within one year of resignation or completion of term office, I will subject myself to full reimbursement to the American Postal Workers Union for any and all training I received during the preceding year whether National, State or Local.

Last but not least, I promise to purchase only union made articles, whenever available. Failure to perform any of the above will mark me as an individual devoid of honor and destitute of integrity.

Reflections of a Friend

By Benevolence Committee

The death of my friend Jerry Mann on December 12 has caused me to really reflect on life. None of us are promised tomorrows in this life. Today, our dreams should be fulfilled in our God, those closest to us that we love and cherish and other people we encounter.

Jerry, you'll be missed! You always uplifted the spirits of those around you. Semper Fi.

CORRECTION

There were several veterans whose names did not appear on the list of veterans. I am truly sorry about the oversight.

John Brewington served in the U.S. Navy.


Richard Spratley was in the Army.

Melvin Broadnax is retired Air Force.

Larry Davis served in the Navy

and he also had a birthday in December.

Thank you for your sacrifice.



**We Wish to Extend
Our Condolences to
the Friends and
Families of:**

Arnell "Al" Foreman, Tour 2, building services
 Brandon Ross, son of Susan Ross, Tour 3, automation clerk
 Douglas Grimble, nephew of Gwendolyn Marks, Tour 1, automation
 Louise Nanna, mother of Thomas Nanna, secretary treasurer
 Albert Jones, father of Renee Jones-Hill, Tour 1, automation clerk
 Donald Tarkington, father of Carla Tarkington, Tour 1, outgoing clerk
 Albert Tarkington, brother of Carla Tarkington
 Jerry Lee Mann, Tour 3, building services

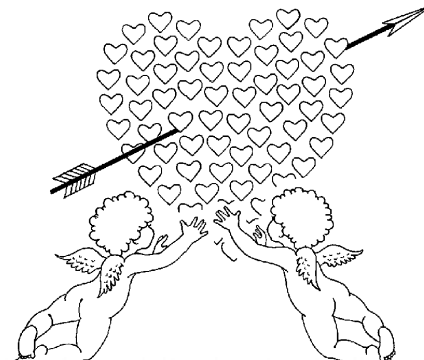
**Nominations of Delegates
to the
National Convention
will be held
at the February 11, 2012
General Membership Meeting.
Voting will be
on March 18, 2012
at 1705 S. Broadway
from 6 a.m. to 6 p.m.**

**CHRISTMAS RAFFLE
WINNERS**

1st place Harry Johnson
Maintenance, Tour 3

2nd place Ardella Y. Dansberry
Tour 1

3rd place Craig Bates
Tour 3



Happy Valentine's Day!

Retirees' Luncheon





JANUARY

Ackles, Eunice
Alexander, Andre
Anthony, Jerome
Askew, Deborah
Bacon, Joyce
Baker, Anthony
Baker, Latosha
Barry, Walter
Barton, Daniel
Batteast, Brenda
Bobo, Diane
Bond, Rosalind
Booker, Yvette
Bradley, Kenneth
Brandon, Jacqueline
Brooks, Allen
Brown, Carolyn
Bruce, Tony
Butler-Pfaff, Teresa
Casagrande, Rick
Cherry, Margaret
Clarke, John
Cogshell, Gwendolyn
Cogshell, Synobia
Coney, Darrin
Connelly, Joseph
Daly, Ronald
Deboise, Darnell
Dee, Robin
Diebold, John
Ernst, Bruce
Flecke, Michael
Fuller, Darthy
Gehlback, Rex
Gillon, Karen
Goodnetter, Robert
Graham, James
Griffith, Stephanie
Guyton, Jink
Hall, Alvin
Hart, Susan
Heitman, Lori
Hensely, Tex
Higgins, Marilyn
Hollenbeck, Millard
Holloway, Charles

Holmes, Calvin
Hooks, Bernard
Hopson, Christi
Hunter, Rita
Jackson, Richard
Johnson, Jocelyn
Johnson, Vivian
Jones, Alice
Kinnison, Peggy
Kirchoefer, Larry
Knobbe, Janice
Kowalczyk, Kathleen
Kratzer, Steven
Lambert-Davidson, Venetta
Lang, Emily
Larry, Alicia
Lefler, Eric
Lentz, Russell Jr.
Leopold, Freddie
Lewis, Josephine
Lingo, Michelle
Little, Bernard
Livingston, Rebecca
Lockett, Rosie
Lower, Linda
Lowry, Roger
McAfee, Richard
Miller, Karen
Moody, William
Moore, Letittia
Moore, Vernita
Mosby, Delandrae
Myers, Hershel
Nelson, Larry
Newton, Bernzella
O'Shaughnessy, Robert
Peals, Kevin Sr.
Perryman, Pamala
Pierce, William
Pinkowski, Richard
Poe, Kenneth
Provaznik, John
Reese, Robert
Richmond, Michael
Rivera, Peggy
Roseboro, Gary
Simmons, Michalle

Snyder, Jonathan
Suk, Susan
Thomas, John
Thompson, Terry
Tramble, Karen
Walker, Sheila
Walton, Sandra
Wampler, Laura
Washington, Melvin
Watson-Robinson, Wendy
Wiethuchter, Ralph
Williams, Althea
Williamson, Wesley
Wilson, Marilyn

FEBRUARY

Adams, Ricky
Alexander, Tina
Allen, Ronney
Andrews, Tony
Arnold, Clarence
Barnes, Yolanda
Bell, Earnestine
Benedick, Karen
Benton, Stacy
Blake, David
Borowiak, Carole
Brawley, Michael
Breneman, Phyllis
Bresnan, Laura
Broch, Paul
Brown, Charles
Brown, Garry
Bufford, Gerald
Burrage, Helen
Caldwell, William
Car, Roman
Chambers, Justine
Cheatham, Sandra
Clay, Angela
Collins, Aaron
Collins, James
Cook, Cleo
Crespo, Estaban
Cronin, Sheri
Crump, Scott

Curtis, Linda
Dieckmann, Mark
Droke, Paul
Duffy, Brian
Ealick, Bryan
Elfrink, Shawn
Enright, Russell
Eschbacher, James
Eschmann, Judith
Fondreen, Chandra
Fountain, Patricia
Franklin, Janice
Garrett, Janice
Gary, Robert
Golden, Dianna
Grace, Sheryl
Grant, James
Gresham, Timothy
Hartman, Diana
Hartmann, Charles
Hassard, Walter
Haynes, Mary
Henderson, Ray
Henton, William
Hight, Mark
Hill, Valerie
Holtshouser, Robert
Horton, Oscar
Huelsman, Betty
Huff, Lisa
Hunter, Gregory
Hunter, Stephen
Ingram, Lucius Jr.
Jensen, James
Johnson, Terri
Johnson-Anderson, L
Jones, Alesia
Jones, Alfred
Jones, Diane
Jones, Jeanette
Kerperien, Pamela
Kilcrease, Norma
Kippenberger, David
Koperstynski, Charles
Krampfert, Jeffrey
Lee, Joyce

Lee, Pauline
Lewis, Mary
Lewis, Nicole
Lohmar, Brian
Martin, Donna
Matthews-Guy, Tamika
McGlenn, Ralph
McReynolds, Brett
Mixon, Darlene
Moore, Milton
Morris, Kenny
Nanna, Thomas
Nicholson, Eugenia
Outlaw, Deborah
Page, Christopher
Phillips, Theresa
Richardson, Karen
Robinson, Cynthia
Russell, Barbara
Schaffer, Danny
Schweitzer, David
Semchee, Thomas Jr.
Shackleford, Gerald
Shanks, Michael
Simon, Darryl
Simpson, Christy
Singleton, Russell
Smith, Inez
Stefancik, John
Sutherlin, Lillian
Thomas, Gladys
Thomas, Rose
Tolliver, Jennie
Torres, Javier
Tyler, Mam
Walter, Cheryl
Walton, Sharron
Watkins, Corey
Weatherspoon, Cathleen
Wells, Janice
Wetzler, Kent
Wheeler, Mary
Williams, Danish
Wilson, Archie
Witthaus, Joseph
Woods, Willie

APWU

American Postal Workers Union, AFL-CIO

Scholarship Program



E.C. Halibeck Scholarship Vocational Scholarship

Best Essay Award American Postal Workers

Union, AFL-CIO
1300 L Street NW
Washington, DC 20005
(202) 842-4200
www.apwu.org

Cliff Guffey, President

Greg Bell, Executive Vice President
Elizabeth Powell, Secretary-Treasurer

E.C. Hallbeck Memorial Scholarship

The E.C. Hallbeck Memorial Scholarship awards 10 recipients \$2,000 annually for four years to use toward an undergraduate program.

The Hallbeck Scholarship provides significant financial assistance to one male and one female recipient from each of the five postal regions: Central, Eastern, Northeast, Southern, and Western.

Hallbeck Scholarship recipients must attend an accredited college or university, and must maintain a "B" average (or "Pass" if on a "Pass/Fail" system.)

Best Essay Award

One "Best Essay" winner will be selected from the Hallbeck Scholarship applicant pool to receive a \$2,000 annual award towards his or her four-year college tuition.

Vocational Scholarship

Five Vocational Scholarship winners receive up to \$3,000 to be used for three years of study in a specific trade, techni-

cal, industrial, or vocational school. Vocational Scholarships are awarded to recipients selected from the five postal regions.

Recipients must attend an accredited community college or vocational school, and must maintain a "B" average (or "Pass" if on a "Pass/Fail" system), or a positive evaluation from a counselor or instructor.

Selection

The Scholarship Selection Committee is comprised of qualified individuals in academia who have no personal ties to the applicants. The committee will select 10 Hallbeck Scholarship winners, five Vocational Scholarship winners, and one Best Essay recipient.

In making the selections, the Scholarship Committee places primary emphasis upon the knowledge and understanding of unions displayed in the essay.

How to Apply

- ✓ Application forms and instructions are available on the APWU website at www.apwu.org/dept/sec-treas/stscholarships.htm.
- ✓ Applicants may only apply for the Hallbeck or Vocational scholarship, **not both.**
- ✓ Applicants are responsible for submitting completed applications and all required materials listed on the application form.
- ✓ Applicants of deceased members must provide proof of membership.
- ✓ An official application form must be used.
- ✓ All application materials must be submitted in **one envelope** and sent via USPS to:
APWU Scholarship Program
American Postal Workers Union
1300 L Street, NW
Washington, DC 20005
- ✓ **All applications and materials must be received by March 15.**

Eligibility

- ✓ Applicants must be a senior attending high school or other secondary school.

- ✓ Applicants must be a child, grandchild, stepchild, or legally adopted child, of a current, retired, or deceased APWU member.
- ✓ Note: Relatives of APWU elected national officers are not eligible.
- ✓ Recipients of the Hallbeck Scholarships and Best Essay award must attend an accredited college or university, community college for a consecutive four years. Vocational Scholarship winners must attend an accredited vocational school or program for up to three years.
- ✓ Scholarship awards must be used to pursue an undergraduate degree or a post-secondary occupational education.

Winning applicants will be notified by July 1.

For more information, please contact the Secretary-Treasurer's office at (202) 8424215, or visit www.apwu.org/dept/sec-treas/stscholarships.htm.

Applicants are encouraged to submit materials well before the March 15 deadline.

Scholarship Donations

APWU Scholarships are funded by donations, and we are extremely thankful for donations made by union members. If you are interested in contributing, please send a check or money order to APWU Scholarship Fund, 1300 L Street NW, Washington, DC 20005. This tax-deductible donation may specify "Hallbeck," "Best Essay," or "Vocational."

Other Scholarships

The Union Plus Scholarship program, created by the AFL-CIO, awards \$500 to \$4,000 to union members and their families who want to begin or continue their post-secondary education at colleges or trade and technical schools. For more information, visit www.unionplus.org/scholarships.

The National Labor College (NLC) Scholarship, also sponsored by Union Plus, provides grants to union members who wish to enroll in the National Labor College at the George Meany Center for Labor Studies in Silver Spring, MD.

2012 Union Meeting Dates

<i>Executive Board Meetings</i>	<i>General Membership Meetings</i>		<i>Steward's Trainings</i>
January 4, 2012	January 8, 2012	3:00 p.m.	January 9, 2012
February 8, 2012	February 11, 2012	9:30 a.m.	February 13, 2012
February 29, 2012	March 11, 2012	3:00 p.m.	March 12, 2012
April 11, 2012	April 14, 2012	9:30 a.m.	April 16, 2012
May 2, 2012	May 6, 2012	3:00 p.m.	May 14, 2012
June 6, 2012	June 9, 2012	9:30 a.m.	June 11, 2012
July 11, 2012	No Meeting in July		July 16, 2012
August 8, 2012	No Meeting in August		August 13, 2012
September 5, 2012	September 9, 2012	3:00 p.m.	September 10, 2012
October 10, 2012	October 13, 2012	9:30 a.m.	October 15, 2012
October 31, 2012	November 4, 2012	3:00 p.m.	November 15, 2012
December 5, 2012	December 8, 2012	9:30 a.m.	December 10, 2012

Revised 10/6/11

Attend Your Union Meetings

GET READY TO LIVE

A Home Equity Line of Credit (HELOC) is a low-interest, tax-deductible way to get what you want in life.* Use the equity in your home for debt consolidation, wedding expenses, home improvements or college tuition - anything you choose.

In addition to our great rate and no closing costs, you'll enjoy:

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- No sudden jumps in monthly payments (rate only adjusts once per year)
- Pre-approval and a fast turnaround time

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* APR=Annual Percentage Rate. Rates are variable and accurate as of 1/1/11. Introductory rate is applicable for first year of loan. Rate is subject to change and to credit qualifications. No additional discounts. Had there not been a rate discount, the applicable rate would have been **5.50%APR**.

The APR will adjust annually during the life of the loan based on the Prime Rate published in *The Wall Street Journal*, plus a margin that is based on creditworthiness. Maximum APR is 15.0%. If loan is paid off and closed within 24 months from opening, member must reimburse the credit union for fees paid. Consult a tax advisor concerning tax deductibility. Refinancing of current Neighbors Credit Union HELOCs is ineligible. Other rates and terms are available. Membership eligibility required. Contact Neighbors Credit Union for details.

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Sheila Patton-Harris ... Editor
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MVS ... 314-436-5027

GATEWAY LOCAL CALENDAR

January 1 (Sunday)

January 2 (Monday)

January 4 (Wednesday)

January 8 (Sunday)

January 9 (Monday)

February 8 (Wednesday)

February 11 (Saturday)

February 13 (Monday)

February 20 (Monday)

February 29 (Wednesday)

March 11 (Sunday)

March 12 (Monday)

March 18 (Monday)

New Year's Day

New Year's Holiday Observed

Executive Board Meeting (2 p.m.)

General Membership Meeting (3 p.m.)

Steward's Training (9 a.m. & 7 p.m.)

Executive Board Meeting (2 p.m.)

General Membership Meeting (9:30 a.m.)

Delegate Nominations

Steward's Training (9 a.m. & 7 p.m.)

President's Day Holiday

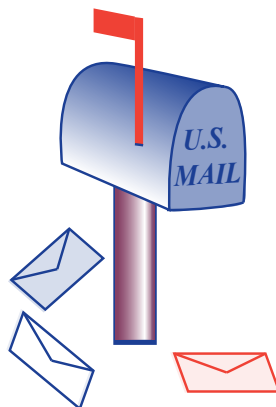
Executive Board Meeting (2 p.m.)

General Membership Meeting (3 p.m.)

Steward's Training (9 a.m. & 7 p.m.)

Election of Delegates

The Union Hall will be closed on holidays.



Moving?

*Send us your new address
so we can stay in touch.*

Help Nancy, our office secretary, by sending us your address changes. Your union spends many work hours and pays significant postage fees to obtain your correct address. We cannot get your union paper to you on time without your correct address. Thank you.