



Press On

St. Louis Gateway District Area Local
American Postal Workers Union AFL-CIO

Volume 99 Issue 1



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You are appreciated

Thank you for a job well done

*The union would like to say how much
your hard work and dedication
are appreciated*

*Through the pandemic, the election, peak season,
and all the other obstacles put in your way,
you showed up through it all*

This is to say the words you seldom hear

Thank You!

From the President's Desk

By Becky Livingston

I would like to start 2021 by thanking all of the members of the St. Louis Gateway District Area Local #0008 for all of their dedication and support of the American Postal Workers Union and the United States Postal Service through what I believe will be known as the most challenging year the Postal Service has ever seen for a multitude of reasons; the COVID-19 pandemic and the important role the USPS played in the vote-by-mail election, to just name a few.

APWU members were recognized as essential workers from the beginning of the COVID-19 pandemic and showed up to perform their duties day in and day out, even as they faced personal hardships at home and in the workplace. A happier new year is all we can hope for, but I believe we still have a long way to go. The APWU must still encourage everyone to follow CDC and USPS policies by socially distancing, continuing to properly wear masks and remain diligent on the washing of hands. Please file 1767s and contact your steward if these guidelines are not being followed. It is management's responsibility to make sure that you are working in a safe and healthy work environment and the union's responsibility to make sure management is doing their job.

Just this morning I was notified that an APWU member's last day at work was Saturday, January 2 before testing positive for COVID-19. The member worked their whole shift alongside their co-workers on Saturday and called the supervisor on Monday to notify them that they had tested positive. With that being said, we all know that the COVID-19 positive test results have to be submitted to the OHNA (Occupational Health Nurse) before the positive COVID-19 absence is recognized. Once this documentation is received the OHNA will perform an investigation known as contact tracing. This process could take days and, in the meantime, employees are questioning what they need to do. Unfortunately, Congress and the US Department of Labor have not extended the Paid Sick Leave and Expanded Family and Medical Leave beyond December 31, 2020. So as of January 1, 2021, if you are contact traced by the OHNA and the USPS sends you home to quarantine because you were exposed at work, you would then be eligible for administrative leave. All employees would still need to notify management of a COVID-19 positive case or exposure and provide supporting documentation for the absence, but will now use your own annual leave, sick leave or LWOP. The APWU will keep you informed if the Department of Labor extends the Families First Coronavirus Response Act (FFCRA).

During the first days and weeks of the COVID-19 pandemic the APWU and the USPS attempted to work together to get a better understanding of the COVID-19 virus and the impact it would have on the Postal Service. It was decided at that time to make sure we all worked together to get the mail processed and delivered to Postal Service customers. With that said APWU headquarters suggested that the APWU at the local level cooperate with management by working with each facility and if there were absences due to COVID-19, allow supervisors and carriers to perform bargaining unit work until the USPS could hire employees to make sure that the mail was processed. APWU headquarters also told us that if we gave management an inch, they would take a mile. Let me just say that is exactly what happened. Management had months before the 2020 holiday "peak" season to get staffed properly. The use of mail processing assistants and clerk assistants was improperly continued, the office would only be allowed the use of an MPA or CA if they had a COVID-19 related absence. Grievances were filed and even though management was aware of the memorandum of understanding that was in place, they decided to violate the MOU and deny the grievances and cite emergencies. How is this an emergency when they had months to get PSEs hired and in place, they had time to hire HCAs to work during the "true" peak season and for a multitude of reasons they still did not have enough employees in place to properly take care of the mail that was processed, and is still being processed, after the first of the year. This was a management created emergency. Please help the stewards protect jobs. If you see bargaining unit work being performed by anyone other than a clerk, please request to see a steward. The contract is to be followed as we try to maneuver through what is going to become the new normal. All of you were patient through the first few months of the pandemic in watching us all work together; supervisors, carriers and mail handlers with no grievances being filed. Those days are over!

The number of phone calls, emails and letters received by PSEs and HCAs that had only worked a few days to a few weeks were disappointing, but not surprising. The now resigned PSEs/HCAs described the working conditions, long hours, lack of



training and the lack of dignity and respect they received from management as just some of the reasons why working for the United States Postal Service was not a safe and healthy work environment for them. These concerns were sent to management and while the discussions have started, I hope that the new year will see management become more aware of the way they communicate with all employees, not just the new hires. Let's hope we will see more dignity and respect being displayed to everyone on the workroom floor in 2021. Anything less is unacceptable! This is a problem that needs to be addressed every day. Please file 1767s regarding your treatment on the workroom floor. The 1767s should be available on the workroom floor for immediate use. Please request a steward and immediately address your concerns and help us hold management accountable for their actions. You are also able to contact me 24 hours a day at 314-810-4099 to voice your questions and concerns.

I hope that 2021 provides a much safer and happier new year for us all!

"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*



COME TO OUR SIDE OF THE FENCE

We started in 1928 as the credit union for postal workers. Today, we've opened our doors to everyone in our surrounding communities, but our roots remain. We can save you money on:

- Checking accounts with online banking, mobile banking, mobile deposit and more¹
- Auto loans with low rates and no payments for 90 days² (even on refinances!)
- Home equity loans with low rates and no closing costs³
- Mortgage loans with competitive rates
- Savings, CDs, money markets and IRAs
- Club accounts for youth, teens and seniors
- And more!

Start saving money and open your accounts and loans online today!



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NeighborsCU.org

Downtown • Ellisville • Fenton • Florissant • Hazelwood
Jennings • Manchester • South County • St. Peters



¹Message and data rates may apply from your wireless carrier. ²Interest will continue to accrue during deferral period. ³If loan is paid off and closed within 24 months from opening of loan, member must reimburse the credit union for fees paid.

Membership eligibility required on all offers. Restrictions apply on all offers. See Neighbors Credit Union for complete details on all offers.

Executive Vice President ... *By Gene Hollenbeck*



I hope that everyone had a merry Christmas and a happy New Year. I hope you enjoyed MLK Day as well.

Good news for our PSEs. Our national office signed an MOU on December 24, 2020, stating the Postal Service will convert 5,534 PSEs to career status in 192 installations as identified by the Postal Service. The conversions will occur no later than March 13, 2021. According to the list provided to the union, we will have about 30 conversions in the St. Louis installations. This number may change up or down before March 13. We have not been notified locally how many and when we will convert. If you receive notification of a pending conversion, please notify your steward. More often than not you will hear before we get official notification. We will insist that the union is able to meet with each converted FTR to explain your new benefits as a career employee.

We are all in this together. We are an all-volunteer organization. The stewards are doing the best they can. They have a basic knowledge of the contract and they receive training every month. If you think that you can do better, then volunteer to come to training and become a steward, or at least to learn your rights. **We will notify anyone interested in new steward training when we are able to have in-person training.**

What else can you do? The first thing is to come to a union meeting, and bring a member friend. Our next meeting will be February 20 at 9:30 a.m. All members are welcome to attend. Sign up for the Zoom Meeting at www.stlapwu.org. Once your membership is verified, you will be sent a link to join the meeting.

If you're not a member, you should join. Contact a steward and get a form 1187 to join the union.

"Fighting Today for a Better Tomorrow"

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE AND THE AMERICAN POSTAL WORKERS UNION, AFL-CIO

Re: Additional Function 1 Staffing

The parties agree to the following:

1. The Postal Service will convert 5,524 PSEs to career status in 192 installations as identified by the Postal Service, consistent with the attached table. The conversions will occur no later than March 13, 2021.
2. The parties agree to extend the exception period for the hiring and continued employment of Function 1 PSEs in excess of the 20% district cap as set forth below:
 - A. Peak Function 1 PSE hires (i.e., Function 1 PSEs hired for reasons unrelated to COVID-19) employed in installations other than those on the attached table who are in excess of the 20% district cap will be separated on January 22, 2021.
 - B. Installations that plan to convert five or fewer non-career employees to career status in accordance with the attached table will be permitted to retain the number of Peak Function 1 PSE hires above the 20% district cap equal to the amount of conversions listed in the table beyond January 22, 2021. After the above-referenced conversions are completed and accounted for in the PSE cap, those retained Peak Function 1 PSE hires above the 20% district cap will be separated on or before March 27, 2021. All other non-COVID related PSEs in these installations will be separated on January 22, 2021.
 - C. In installations that plan to convert more than five non-career employees to career status in accordance with the attached table, after the above-referenced conversions are completed and accounted for in the PSE cap, any non-COVID related PSEs above the 20% district cap will be separated. All such separations will be completed on or before March 27, 2021. The number of non-COVID related PSEs retained in the facilities in the attached table through March 27, 2021 will not exceed the number of PSEs on the rolls as of the date of the signing of this MOU.
3. All conversions to career and separations of PSEs in accordance with this MOU will be done pursuant to the National Agreement.
4. The hiring of COVID related PSEs is covered in the MOU: *Re: Temporary Exception Period—Clerk Craft Function 1 & Function 4—COVID-19.*

Doug A. Tulino
Chief Human Resources Officer and Exec. VP
United States Postal Service
Date: December 24, 2020

Mark Dimondstein
President
American Postal Workers Union, AFL-CIO

Questions & Answers for the MOU, Re: Additional Function 1 Staffing, dated December 24, 2020

1. **Question:** Will the conversions to career status provided for in the Memorandum of Understanding (MOU), *Re: Additional Function 1 Staffing*, count against the 1:4 or 1:6 ratios contained in the MOU, *Re: Residual Vacancies – Clerk Craft*?
Answer: No. The conversions to career status provided for in the MOU, *Re: Additional Function 1 Staffing*, are not counted against the subject 1:4 or 1:6 ratios. The conversions to career status provided for in the MOU, *Re: Additional Function 1 Staffing*, are in addition to those conversions to career status that result when the MOU, *Re: Residual Vacancies – Clerk Craft*, is applied.
2. **Question:** What assignments will the Postal Support Employees (PSEs) who are converted to career status pursuant to the MOU, *Re: Additional Function 1 Staffing*, be placed into?
Answer: The PSEs who are converted to career status pursuant to the MOU, *Re: Additional Function 1 Staffing*, will be converted to unencumbered full-time regular status and provided the opportunity to preference positions from the residual vacancies listed in the February 2021 posting for regular eReassign for the bid cluster/installation to which they are assigned. The subject PSEs will be placed into these residual vacancies based on their relative standing within the bid cluster/installation. Any PSE who does not successfully secure placement to a residual vacancy will be assigned, in accordance with the provisions of Article 37, a schedule in Function 1 in the facilities to which they are assigned.
3. **Question:** If the PSEs who are converted to career status pursuant to the MOU, *Re: Additional Function 1 Staffing*, preference the residual vacancies posted in the February 2021 posting for regular eReassign for the bid cluster/installation to which they are assigned, will additional conversions to career status still occur when the MOU, *Re: Residual Vacancies – Clerk Craft*, is applied in that bid cluster/installation?
Answer: Yes. The conversions to career status provided for in the MOU, *Re: Additional Function 1 Staffing*, are in addition to those conversions to career status that result when the MOU, *Re: Residual Vacancies – Clerk Craft*, is applied. Any PSE conversions in accordance with the MOU, *Re: Residual Vacancies – Clerk Craft*, will not be counted toward the 5,524 PSE conversions as required by the MOU, *Re: Additional Function 1 Staffing*.
4. **Question:** In the 192 plants on the USPS provided list attached to the MOU, *Re: Additional Function 1 Staffing*, will the PSE conversions result in the clerk duty assignments being increased?
Answer: Yes. F1 duty assignments in those 192 facilities will be over and above the current number of duty assignments. Any conversions to career status that result from residual vacancies listed in the regular eReassign postings will not count toward the subject 5,524 PSE conversions.
5. **Question:** Will the facilities listed in the USPS provided “Clerk Conversion List 12.24.20” be required to post new duty assignments to account for the increase in career clerk complement as a result from the PSEs converted under the MOU, *Re: Additional Function 1 Staffing*?
Answer: Yes. As soon as practicable, sufficient duty assignments will be posted for bid within the bid clusters to allow for the bidding or placement of employees due to the agreed upon increase in staffing. Any residual duty assignment will be filled in accordance with Article 37 and the MOU, *Re: Residual Vacancies – Clerk Craft*.
6. **Question:** If those converted are placed in unencumbered schedules and are subsequently not placed into a duty assignment through bid or assignment process within 120 days, what will happen?
Answer: Duty assignments will be posted for bid within the installation consistent with Article 37.4.D.
7. **Question:** Did the usage of the term “FTR Clerk Actual to ‘NEW EARNED’” on the USPS provided “Clerk Conversion List 12.24.20” attached to the Additional F1 Staffing MOU imply acceptance by the APWU, create a standard, or change either party’s position on whether any computer program/model establishes clerk craft staffing, or affects any disputes where this term/earned hours are cited?
Answer: No. The parties understand that the APWU remains opposed to the Postal Service’s “earned hours” concept.
8. **Question:** Does any part of the MOU, *Re: Additional Function 1 Staffing*, alter any part of the MOU, *Residual Vacancies – Clerk Craft*?

Answer: No.

Katherine Attridge
 Vice President, Labor Relations
 United States Postal Service
 Date: January 8, 2021

Mark Dimondstein
 President
 American Postal Workers Union, AFL-CIO


Editor's
By Shelia Patton-Harris
Corner


During the Victorian Era, surgeons wore blood and pus stained aprons to perform surgery. They did not wear mask, scrubs or gloves. There was no hand washing prior to the surgery and instruments were simply wiped on the sleeve of the surgeon's coat, not sterilized. Sterile techniques were unheard of until the medical community learned about germs, bacteria and viruses. Consequently, the mortality rate for surgical patients was very high. Wounds infected with pus were thought to be healing nicely by surgeons of the day. Now, every surgeon wears a mask, scrubs and gloves. Hand washing is a crucial part of preparations for surgery. These practices dramatically decreased the death rate for surgical patients.

We, at the post office, face many challenges from the COVID-19 pandemic. One of the preventive measures that we all must adhere to is the wearing of a mask. For some reason, many workers refuse to properly wear masks. They wear them under the chin, over their mouths and not their nose, or put them in their pocket once they have entered the building.

We have had outbreaks of the coronavirus in the plant. According to the CDC, most of the transmission of the virus is from those without symptoms. You don't know if you are infected or not unless you have been tested. The reality is people are dying in record numbers from this deadly virus. You should be willing to wear a mask to protect yourself and your family. Wouldn't you hate to bring home COVID-19 to your household?

Some of you might think that this is much ado about nothing, until someone you know contracts the virus. Social distancing, hand washing and masks do work. You don't refuse to wash your hands, do you? You agree that it is not wise to come in close contact with people you don't live with, don't you? So why are masks such a big deal?

I know, masks are hot and can make it hard to breath. A little discomfort for the short term is worth the benefits in the long run.

If you won't wear a mask for your own safety, what about the people you work with? Mask wearing is for their protection as well as yours. Many of your co-workers are high risk for COVID-19. Some are older, have underlying health conditions and/or have compromised immune systems.

If for no other reason, the city of St. Louis has mandated the wearing of masks in public places. That includes the post office. If the wrong management official sees you not wearing a mask, you could be sent home or issued discipline.

2021 Lead-7 TACS Update

Lead-7 TACS grievances are at Step 3 and are considered ongoing violations. The latest report shows that Lead-7s who are being given time to perform TACS duties on a daily basis are only, on average, performing 14% of the TACS work that was given back to the clerk craft in 2016. The TACS grievances were filed in 2017 and were filed as ongoing violations, which means that the Postal Service liability continues to grow. I look forward to the day, which hopefully is soon, that I can put an article in the paper stating that the grievances have been resolved. You won't miss it because it will be front page news! Please continue to be patient and it will truly have been worth the wait if the APWU has anything to say about it! The struggle continues



Happy
Valentine's
Day!

**CONSTITUTION AND BY-LAWS OF THE ST. LOUIS GATEWAY DISTRICT
AREA LOCAL AMERICAN POSTAL WORKERS UNION
AFL-CIO
AS AMENDED June 2016**

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:

- A. To organize the unorganized.
- B. 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.
- C. 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.

- D. 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 Membership 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 local dues in full (annually) by January 31 or pay semi-annually (half by January 31 and the other half by June 30) in order to remain a member in good standing. In the general officer election year, members who are not subject to payroll deduction shall pay their annual local dues in full by January 31 to be eligible to run for office and / or vote in the election. The national office will send members separate bills for national dues.

The dues of the local shall be \$12.56 per month 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 Bylaws of the American 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 Membership 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 **calendar** year preceding the **delegate** election **year**. 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. "Ballot Enclosed" shall be printed in bold letters in the lower left hand corner.
 - 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. After the election committee officially notifies the membership of the final count, there will be a two-week transition period. Newly elected officers of the local shall be sworn in as soon as possible after the transition period.

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%. He/she shall be paid biweekly, 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. His/her salary shall be equal to the second highest grade and step on the PS schedule. (Effective August 7, 2013.)
- 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 paid a salary equal to the second highest grade and Step P on the PS schedule. (Effective August 7, 2013.)

- D. **DIRECTOR OF INDUSTRIAL RELATIONS.** He/she shall coordinate 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% 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:

Clerk Craft	\$150.00
Maintenance Craft	\$100.00
MVS Craft	\$100.00
Support Services Craft	\$100.00

I. **ASSOCIATE OFFICE DIRECTOR**

The Associate Office Director shall be elected by all dues paying members in the associate offices the local represents. It shall be the responsibility of the Associate Office Director to handle all problems and grievances of the associate offices with the assistance of the Craft Directors (if necessary). Any Associate Office stewards shall work under his / her direction. He / She shall be a member of the Associate Office Negotiating Team. He / She shall receive a salary of \$200.00 per month.

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 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. 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 Postal Service share of the following fringe benefits: USPS retirement, life insurances, health insurance and disability insurance. If the officer has APWU health insurance it will be paid in full 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.

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.

Associate Office Director's Report

By Melani Brown



READ WHAT YOU SIGN!

Greetings members. Let's start off by saying I hope everyone had a wonderful holiday and has a prosperous new year. With that being said, I find that throughout the year I have had several instances where I have been called out to an office or received a phone call from a clerk and they have just been issued a seven day suspension or a notice of removal. Imagine my shock as the shop steward to get these calls and not even being aware that the individual on the other end of the line has ever received any discipline.

Management is not required to call and request a shop steward when giving you a PDI. They are supposed to inform you that it is taking place so that you can have a shop steward present. There is no documentation

to sign for a PDI. If management calls you into the office and gives you a document that needs to be signed **READ IT FIRST!** This includes 3971s, as they are notorious for getting the type of leave you want wrong, or putting you in for LWOP when you want sick leave and on and on.

Discipline requires a signature. It also states in the last paragraph, above where you sign at, that a grievance can be filed on the issue as long as the grievance is filed (within) 14 days of the receipt of the discipline. Please call the Union Hall as soon as the discipline is received so that we have ample time to get the grievance processed.

Management will not and is not required to call the union when they issue discipline. In fact they would rather you didn't call your shop stew-

ard because you are then sitting on that discipline (whatever it is) for two years. This makes it much more difficult to get any further discipline reduced if you are already sitting on live discipline. Also, it makes it virtually impossible for you to transfer to another office, as discipline and poor attendance are the two things that will keep you from transferring to someplace you might want to be.

Although you may think one piece of discipline is no big deal, an uncontested letter of warning could be the building block for your exit out of the post office. You should always **read what you sign** or it could be a recipe for disaster. Stay safe and call me (314-337-6717) if you need me.

Changing the Culture

By William "Bill" Brady, Clerk Craft Director

Good afternoon fellow members! I hope all is well and everyone is healthy and moving cautiously through the pandemic. I am writing to you because I want to touch on changing the culture in the post office installations.

We all know the job we do is rather repetitious and, therefore, can become easier to do without any stress as time goes on. The stress that we do encounter comes from the constant unnecessary pressure from management. **This needs to stop!**

There's an old saying that, "A happy employee is a productive employee," and I truly believe it. That being said, if there is any conversations between you and management where you feel you have been treated or talked to in a disrespectful manner, I need you to immediately contact me or any other shop steward. **Please, do not let management get away with this type of behavior.** The Employee Labor Relations Manual (better known as the ELM) states that every employee has a basic right to a safe and humane work environment. It also states that there should be "no tolerance of harassment, intimidation, threats or bullying on any level."

Document the incident and contact a steward. We will request a cease and desist order. The union is here to change the culture of the post office but need your help on reporting conduct unbecoming management. I'm sure most of you can agree that this change is long overdue... but better late than never. Stay safe and do the best you can while working to get the mail to the customers.

Major Agreement Reached on Function 1 “Mail Processing” Staffing December 24, 2020

By *Falencia Anderson*

Postal Management and the American Postal Workers Union signed a major memorandum of understanding to help address the chronic understaffing at mail processing facilities throughout much of the country.

Under the terms of the new agreement, over 5,500 new career positions will be created at 192 installations. The number of career positions will vary by installation based on management’s determination. There will be 5,524 PSEs converted to career status as soon as possible, but no later than March 13, 2021.

As a transition to the creation of the new career positions and PSE conversions, combined with the severe backlog of mail and packages, the APWU has agreed to extend the period where management can retain “peak season” PSEs above the PSE cap.

“This is a major breakthrough and a great way to bring in the new year,” said APWU President Mark Dimondstein. “The union has consistently been raising staffing shortage problems. Postal management has finally gotten the message and we appreciate that this agreement will take pressure off the current ‘Function 1’ workforce, better the lives of over 5,500 PSEs and enable postal workers to better serve postal customers.”

The holiday volunteer list is posted 21 days prior to the Tuesday that the holiday schedule is posted. The holiday list will remain 14 calendar days.

Management may schedule full time and part time employees on both their non-schedule days (which are holidays or designated holidays). Additionally, employees will not be passed over for holiday scheduling to avoid the payment of penalty overtime.

All vacation selections will be completed by January 31. The employer shall notify the employees at least 10 days prior to the selection of vacation periods that the employee must be ready to make his/her selection when contacted.

Employees unable to select at the time they are contacted, may defer their selection one calendar day or 24 hours. Failure to select then will result in the employee being passed over until they have decided on their selection.

Absent employees will be handled as follows:

Employees who know in advance that they may be ab-

sent during the vacation selection period shall leave a list of selections for vacation periods in order of preference with their immediate supervisor.

Employees who failed to comply with the above statement will be contacted by a union steward at their phone number of record as provided by management, and such steward will advise of the employee’s desired selection or if unattainable, the supervisor will be advised that the employee will be passed over.

Additionally, the employee’s non-scheduled day(s) prior to and following his/her vacation selection shall be excluded from draft procedures of Item 13 of the LMOU and Article 8.5 of the National Agreement. However, this language will not prohibit an employee from volunteering to work.

Employees Maximum Vacation Weeks

0 to less than 3 years	2 weeks
3 years to less than 15 years	4 weeks
15 or more years	5 weeks

The Procedure for Submission of Applications for Annual Leave During Other than the Choice Vacation Period

General, All Crafts

The issuing of annual leave other than the individual’s choice vacation period, will be considered for approval on a first-come, first-served basis, based on the needs of the service.

When requesting advance annual leave other than the individual’s vacation period, employees will be notified of approval or disapproval within five employee work days following submission. If not so notified, the leave will be approved. Such leave request may not be submitted more than 30 days prior to, nor less than five days before the first leave day to be covered, to involve this guarantee provision. Leave requests submitted less than five days in advance are not covered by this provision.

I would like to welcome Falencia Anderson. She is a relatively new steward on Tour 2. Thanks for your contribution to the Press On.



Defend the Post Office, Defend Black Workers

By Paul Prescod

The United States Postal Service is a crucial institution for black workers in America.

Many prominent black Americans paid the bills by working the mail as they pursued their larger ambitions. Dick Gregory worked as a postal worker in Chicago during the daytime before refining his stand-up routine at night. In between gigs, the jazz great Charles Mingus put on a USPS uniform. As he was building his career as a writer in the late 1920s and early 1930s, Richard Wright worked in the post office, and he referenced this experience in early novels.

For the average black worker, the Postal Service represents a stable, decent-paying career that is hard to find elsewhere. Today the average salary of a USPS employee is \$55,000, and 21% of USPS employees are black. The history of black postal workers demonstrates the critical importance of government employment and a robust public sector for the advancement of black people in this country.

ORIGINS

The story of black workers in the post office begins with the legal end of slavery and the soldiers who fought for that freedom. As early as 1861, federal employment was opened up for black workers. In December 1864, Senator Charles Sumner passed a bill banning discrimination in postal employment. Though not always enforced, this protection was critical for enabling black workers to establish a foothold in a relatively stable and secure occupation.

Many black Union Army veterans joined the Postal Service after the Civil War ended. Take William Harvey Carney. Carney escaped from slavery in the 1850s and eventually volunteered for the 54th Massachusetts Regiment. In 1869 he became a postal worker and served for 30 years becoming the founding vice president of the National Association of Letter Carriers (NALC).

Despite the opportunities in the Postal Service, various forms of discrimination were still present, and blacks were prevented from working as railway mail clerks. During the 1930s and 1940s, black civil rights activity was closely intertwined with the labor movement. Black postal workers and their unions formed a crucial pillar of the black-labor alliance.

This development was reflective of the heightened status and political importance black postal workers had attained by this time. For example, in 1935 blacks made up nearly a third of the Postal Workers of American (Local 9) in New York City and 12% of all public workers. By 1940, 14% of all black workers who earned above the national median income worked for the post office.

President Roosevelt's executive order 9346 moved the Fair Employment Practices Commission to the Office of Emergency Management and broadened its scope to include government agencies, creating space for more antidiscrimination measures to push through. It became especially important for black workers during the postwar period, as the number of black federal employees shot up to around 150,000.

FEDERAL ACTION

A common theme throughout black history has been the importance of an activist federal government for advancing fundamental interests. Postal workers utilized executive orders in particular to improve their situation in the 1960s. This activism and the resulting legislation created a home for black women workers in the post office as well.

President John Kennedy issued executive order 10925 in March of 1961 and banned discrimination by employers and unions in federal contract work, followed by executive order 10988, which provided limited collective bargaining rights for federal employee unions that didn't practice racial discrimination.

The Equal Pay Act of 1963 was a key factor in helping black women find work in the

post office in large numbers. For many black women, federal employment was a refuge from the highly unfavorable conditions that confronted them in the private sector.

In fact, the post office was one of the only federal civilian agencies that saw an entry of large numbers of blacks and women during the Kennedy administration. Many black postal union activists went on to become active in the campaign to pass the Civil Rights Act of 1964.

USPS UNDER SIEGE

As early as 1971, changes were being made to the postal system that disproportionately hurt black worker. After the 1970 Postal Strike, postal facilities were relocated to suburban areas in an effort to diffuse militancy; Black postal workers bore the brunt of this job loss.

Today the threats to the USPS go beyond the movement of jobs to the destruction of the system as we know it. William Burrus, the first black president of the American Postal Workers Union, said that destroying the Postal Service will "put an end to the relationship between people of color and their opportunity to climb up the ladder of success in our country ... The post office has permitted millions of African-American to better themselves."

In 2006, Congress passed the Postal Accountability and Enhancement Act. This act manufactured a financial crisis by forcing the Postal Service to pre-fund all retiree health care costs 75 years into the future, even for workers not yet born. No other company or government agency has to abide by such a law. This alone has robbed the USPS of an estimated \$5.6 billion over a 10-year period. Clearly this is part of a broader plan to privatize the Postal Service and attack the living standards of postal workers. Privatizing will only lead to reduced services and higher prices, as happened in the UK when the country privatized its postal system in 2015.



20th Anniversary

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December 21, 2020

President Rebecca Livingston
St. Louis Gateway District Area Local APWU
1705 S. Broadway
Saint Louis, MO 63104



Dear APWU Members,

On behalf of Lift For Life Academy, we gratefully acknowledge receipt of your generous gift of \$1000 and clothing, coats, gloves, and food on December 21, 2020. Thank you so much for your generosity.

The timing of your gift could not have come at a better time as we continue to meet the growing needs of our students. Even as we celebrate our 20th year, COVID-19 and its aftereffects continue to wreak havoc on all our lives. But we see even more pronounced effects on LFLA students and their families. Increased health challenges and food, housing, and employment insecurities make it a daily struggle for many. Remote learning means that our efforts to provide a quality education and supportive services for every student stretches our faculty and staff even more significantly.

Your generosity, at such a critical time, is a blessing and provides our students with the help they need to succeed. Thanks again for supporting our students and their dreams for academic growth and bright futures.

Our donors mean the world to us!

Sincerely,


Marshall Cohen
Executive Director & Co-founder
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THX you So Much!

Thank you for
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Happy holidays -
Stay well!



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

Larico Martin
Tour 1 clerk

Alberta McDonald
Retired clerk, Former Tour 1 Shop Steward,
Former Clerk Craft Director


Darold Dunse
MVS

Mary Lewis
Mother of Diane Jackson

Martha Bonsignore
Mother of Frank Bonsignore, Maintenance

Javonna Turner
Sister of Jasmine Crosby, Clerk

J. Scott Smith
Father of Sally Kauffman, Support Services



**Attention
Union Members**

If you haven't picked up your bag of cookies or your face mask please see your union steward.

**Nominations for
State Convention
will be at the
February
general membership
meeting**



These are some of the donations collected from our food drive. Thanks to everyone who participated.

Social Media

You may not be aware of the postal policy on social media. There are to be no photographs taken in the plant. Your posts are read by managers and postal inspectors. The safest policy is to not post pictures and other material concerning the post office on your social media. Threats against your co-workers have no place on your feed.

St. Louis Gateway APWU
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Press On

Official publication of the St. Louis Gateway District Area Local of the American Postal Workers Union, AFL-CIO published bimonthly. Opinions expressed do not necessarily reflect the views of the editor of the local. All articles submitted for publication are subject to editing.

Shelia Patton-Harris ... Editor
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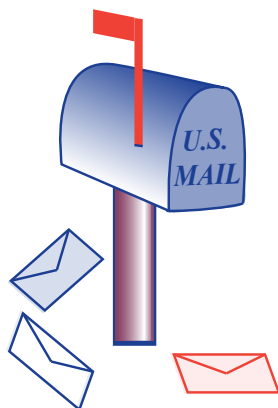
GATEWAY LOCAL CALENDAR

January 6 (Wednesday)	Executive Board Meeting (2 p.m.)
January 10 (Sunday)	General Membership Meeting (3 p.m.)
January 11 (Monday)	Steward Training (9 a.m. & 6 p.m.)
January 18 (Monday)	Dr. ML King Holiday
February 15 (Monday)	Presidents Day Holiday
February 17 (Wednesday)	Executive Board Meeting (2 p.m.)
February 20 (Saturday)	General Membership Meeting (9:30 a.m.)
	Nominations for State Convention
February 22 (Monday)	Steward Training (9 a.m. & 6 p.m.)
March 10 (Wednesday)	Executive Board Meeting (2 p.m.)
March 14 (Sunday)	General Membership Meeting (3 p.m.)
March 15 (Monday)	Steward Training (9 a.m. & 6 p.m.)

There will be no General Membership Meetings in the months of **July** and **August**. The Union Hall will be closed on holidays.

Due to the COVID-19 pandemic, Zoom meetings will replace in person meetings and training until further notice. A closed caption interpreter is available for all General Membership meetings.

More information is available on the website, stlouisapwu.org



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

Help us 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.