



Press On

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

Volume 97 Issue 1

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January/February 2019

New Beginnings

By Frederick Wolfmeyer, President

Greetings sisters and brothers and welcome to 2019. It is my hope that all of you have a safe, happy and prosperous new year and that the union will obtain a favorable contract from interest arbitration, one that will keep all we have fought for in past negotiations, and add new obligations on the Postal Service to make our jobs safer, wage compensation higher, benefits better, and retain our COLA.

As you know I am a member of the Rank and File Committee and our committee rejected a contract extension because of items we saw as give backs thus weakening our collective bargaining agreement. Now is not the time to be looking backwards, but instead we must look to the future, plan and negotiate accordingly. Personally, I was surprised that our National President Mark Dimondstein would even consider this USPS proposal since he has always been one to state that we should not go backwards. Now the contract proposal will go to an arbitrator and it will be decided at arbitration. There is certainly risk involved, risk that we can only have minimal wage and benefit gains, but what was offered wasn't much better. With unemployment at an all-time low, package volume increasing in the Postal Service, and a Democratic controlled House, I think this is probably the best time (if there ever is one) to have to go to arbitration. Look to your Press On and the national union's website for updates on the contract.

Last issue I wrote about a good friend (a good union friend) of mine who had died. His name was Frank. He was a 60+ year Teamster and I had the privilege of work-

ing with him for 14 years. Now I have lost another good friend, another good union friend, who worked in the MVS unit at the main post office. His name was Danny Jackson. Danny and I worked together since 1990 and I got to know him through both work and union activities. He was one of those people who would give you the shirt off his back and this is not just a cliché because that is exactly how Danny was. It is funny how some people in our lives stand out and seem like a bright light or a special personality, but are actually unassuming and fit right in with the rest of us. But then when they are gone, there is an absence, something missing, and the world around us seems a little less bright and a little less pleasant. This is how I feel now that Danny has died. I was in Washington, D.C. at the time of Danny's wake and funeral so I was unable to attend, but I was there in spirit and I do and will miss him greatly. In the last few months of 2018, I lost four good union men that I worked with, but I suppose our loss is the Lord's gain. They were with us for a while and left a bit of themselves with us to remember them by, and it is our duty to never let those memories fade away. Danny, may you rest in peace. I will not forget you.

When thinking of my four friends, and the loss of my lovely sister this past year, it brings into focus the important things in life — our friends and our family. Fighting



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management, policing the contract, standing up for our members, are all important. But the friends we make, the relationships we forge, the people we help, are really all that matters. Funny, notice how all the important things in life involve people and not things? The people on the Rank and File Committee that I have worked with and have come to know and befriend, are some of the best people I have ever known and they work for you. As I said in my article last issue, as union members we become family. I have come to reflect on these things a little more these days as I have decided not to seek re-election and will retire. I will miss all the people I have come to know, but I will miss my members the most. It is my intention to write a farewell address to all of you so I will not dwell on my retirement in this article.

The postal pulse survey is coming around again and the service is asking us to pour out our hearts to tell them

what we think should be changed and what we like. Please pass on this survey because it gains us nothing. The service has and will again use it to hinder the contract negotiations. The offer they have given to us is not good at all. Initially I thought it might be good and would get us a new contract without going to arbitration, I was wrong. Arbitration is the only way we can achieve our goals during these negotiations, and this survey will not help us in any way. Please bring your incomplete, blank survey to the Union Hall - both of them – and turn them in to be entered into a drawing for some great prizes. If you also get a survey via email, please delete it and stay true to your union family.

In summary, I thank you all for allowing me to represent you for some 28 years. I will have fond memories of all of you. Remember, the struggle continues so keep fighting and say “no” to the postal pulse survey.

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.

The National APWU is preparing to go to interest arbitration for our new contract. National thought that they had a contract, but the Rank and File Committee rejected it and opted for arbitration. Now we will have to wait to see what we get from the arbitration.

We are all in this together. Management does not just give us what we want. We have to fight for everything that we need. We have to show management that we are of one mind. We must be determined and show management that we will not be swayed from our goals.

What can you do? The first thing is to come to a union meeting. Our next meeting will be February 9, 2019, at 9:30 a.m. All members are welcome to attend. If you're not a member, you should join. Contact a steward and get the

form 1187 to join the union. When we call for an informational picket, come out and join us. You have to be off the clock to participate, but this could be during your lunch time, or you could take annual leave to join us.

We have been notified that there will be five PSEs converted to career on January 19, 2019. They have been sent the pref information to select which of the residual vacancies they would like. These will be awarded in seniority order on the current PSE seniority list.

We are still trying to get more PSEs converted to career. Management is not in any hurry to convert. We have shown that the hours are there for conversions, and grievances have been filed. It just takes time. Don't give up hope. We are working for you.

“Fighting Today for a Better Tomorrow”

Nominations for Delegates to the Missouri State Convention

will be held at the February General Membership Meeting

on February 9, 2018, at 9:30 a.m.

at 1717 S. Broadway (Lift for Life Academy School)

Convention will be held in Cape Girardeau June 6-9, 2019

Secretary-Treasurer

By Robin Robertson

Each year, St. Louis Gateway District Area Local is responsible for the following list of chores to run the local according to the fiduciary duties of the local:

W-2s and 1099s must be issued by Jan. 31. The local will make sure all W-2s and 1099s will be mailed by Jan. 31. Please make sure we have a correct address so you can get your W-2 in a timely manner.

The LM report for 2018 will be electronically submitted by March 31. The LM report is an annual financial report required to be filed by the U.S. Department of Labor. The secretary-treasurer must file the LM-2 for 2018 electronically no later than March 31, 2019. The LM-2 are public documents and a copy of the LM-2 report for previous years can be found at <https://olms.dol-esa.gov/query/getOrgQry.do>.

St. Louis Gateway District Area Local 2019 budget. The trustee/budget committee was formed by President Wolfmeyer, and the committee consists of Executive Vice President Gene Hollenbeck, Research and Education Director David Childers (committee chair), Support Services Assistant Craft Director Janis Dumas, and Maintenance Steward Charlie Koperstynski. The committee prepared and presented the final budget at the December general membership meeting. A motion was made to accept the 2019 budget in aggregate. The motion was seconded, discussed, voted on, and passed.

Meeting calendars (general membership, executive board, and training). The general membership, executive

board, and steward training meeting schedule is provided to the members at the December and January general membership meetings. The meeting schedule is also provided on the <https://stlouisapwu.org/> website and on <https://m.facebook.com/stlouisgatewaydistrictapwu>. No general membership meetings in the months of July and August.

Conference and convention schedule for the upcoming year. A motion was made to send the president, vice president, and all general officers, department heads and craft directors to their respective conferences for 2019, with the local paying airfare, lodging, registration, per diem, and LWOP if applicable. **The motion was seconded, discussed, voted on, and passed.** Tri-State Conference (first come basis up to 20) and Missouri State Convention (nominations and general election).

Shred old financial records and grievances. The local will shred old financial records and grievances should be disposed of after five years because they contain personal information that could result in theft.

Update local inventory of assets. The trustee/budget committee take inventory of the local assets yearly. The union has furniture and file cabinets for sale, please contact the Union Hall. Flyer was posted in the Sept/Oct Press On 2018.

Archive membership and executive board minutes. The general membership and executive board meeting minutes are kept for life. These minutes are the history of the union.



A graphic for Black History Month 2019. It features several historical figures of African descent: a man in a suit in the bottom left, a woman in a patterned dress in the top left, a woman in a hat and necklace in the center, and a man with a beard in the bottom right. The background is dark with light-colored geometric shapes. The text "BLACK HISTORY MONTH 2019" is in the top left, and "BLACK MIGRATION" is in large, bold letters across the center. Below "BLACK MIGRATION" is the subtitle "The Movement of African People".

Associate Office Director's Report

By *Rebecca Livingston*

Happy new year, everyone! We have survived another holiday season working for the United States Postal Service. This season was particularly tough for many reasons. First, and foremost, the offices were severely short-staffed. Which leads management to cite Article 3.F" To take whatever actions may be necessary to carry out its mission in emergency situations, i.e., an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature. Let's talk about this for a minute or two. Management can not cite an emergency and perform bargaining unit work or instruct carriers to perform bargaining unit work if it takes over a year to fill a position because they don't want to accept a transfer from eReassign for whatever reason. Management can't cite an emergency if it takes them months to post bids that become vacant due to retirements, transfers or removals or simply keeps having the bid sent back to them because they can't post it correctly. Management cannot cite an emergency and utilize a Level 6 PSE from a Level 4 RMPO (remote post office) to work at the APO (associate post office) due to the conversion of a PSE or the emergency-placement of a full-time regular. Just for the record, a Level 6 PSE from a Level 4 RMPO can't work outside the four-hour office they were hired into except to work Amazon on Sundays at the APO in their own cluster. There should be no misunderstanding of this by now. But of course the postmasters know that most folks don't know that this is a violation and think the union will not find out. In some cases I have PSEs who have looked me in the eye and not told the truth that they worked in other offices and took overtime opportunities away from clerks in their offices. All of these available work hours are used to create full-time positions and are also used to keep the full-time positions that the offices already have. The Level 6 PSEs from the Level 4 post offices are not counted against the cap of the number of PSEs the district can have and improperly utilizing them in offices is a clear contractual violation which affects us all. Please let me know if the postmasters are utilizing PSEs from Level 4 offices as soon as you see them working in your offices. The union only has 14 days from the date the PSE first starts working improperly at the office to file a grievance. I just had an office awarded over \$2,000 to be

shared equally between the full-time regulars, which will be a big surprise to them, due to the filing of a grievance of a PSE violation. I observed this violation during a meeting at that office regarding a totally different situation. It's really simple folks. Management cannot cite an emergency every time someone calls in sick or when someone takes scheduled annual leave. These absences should be a part of the overall office compliment so the office can function properly when someone is off. We all know that is not part of the process. Please remember that all career employees at each office should have been given the opportunity to select their annual leave for 2019 by now. Please make sure that you have signed 3971s for each selection as there was some confusion this past year regarding annual leave due to lost vacation grids.

Since mid-summer I have been dealing with several important cases that have resulted in long-term career employees losing their jobs. Over the years there have been random cases involving the OIGs for a variety of reasons. The issues covered everything from conduct unbecoming a postal employee, someone who used profanity or aggressive behavior on the workroom floor against a co-worker or supervisor, to someone reporting to work intoxicated or has trouble maintaining a regular work schedule due to extenuating circumstances. The union has been successful, in most cases, in having the employees returned to work. But the seriousness of the last several OIG meetings is a cause for great concern and needs to be addressed. The OIGs are doing their jobs, folks! They are paid to make sure every postal employee is following established guidelines and all procedures that are in place to handle the finances of the United States Postal Service. OIGs are getting calls from postmasters when management cannot figure out why they are always coming up short in their stamp accountability. It starts with that simple phone call. What are we doing wrong, where could the stamps be going? You get the picture. Now come the cameras being placed at the counter lines and above safes. This practice is done in the dark of night. Once again, something the Postal Service will do if they suspect any wrongdoing. Now is when the OIGs really go to work. They monitor the videos on a daily basis. When they suspect they have found the person or persons who may be responsible for the mishandling of postal funds they



start purchasing stamps from those specific individuals. Did I mention that they are using marked bills? Well they are. The individuals are then brought into the office and asked to empty their pockets. Some are asking for a steward to be present and some are giving them the money and telling them everything they've done over the last two years without a steward present. **Remember, always request a steward! Invoke your Weingarten rights!** Unfortunately those clerks chose to make poor choices and the OIGs were watching their every move. The reason I am sharing these stories is that if you have been taking coupons or pens and calendars out of the undeliverable bulk business mail otherwise known as UBBM, please stop! If you are selling stamps to customers who don't want or need a receipt and they are paying cash, don't put that money in your pocket!

The OIGs have shared that these issues will be their main focus in 2019. It may take them years to figure it out, but they will. It is their job! Please remember if you and your family are facing tough situations at home that may be leading to your need to make poor choices, there are resources that are available to help you. Please utilize EAP (Employee Assistance Program). The first visit is on the clock. You would just need to provide a 3971 in advance to your supervisor. Please use this resource. This benefit was negotiated for you between the United States Postal Service and the unions to help you deal with all kinds of issues.

With all of that said, I wish you all a very safe and happy new year and as always if you need any information or have any questions please feel free to call me any time! I can be reached at 314-810-4099 or at the hall at 314-231-7665.



Editor's *Corner*

By Shelia Patton-Harris



If you steal from the Postal Service, you will get caught. You may not get caught today or tomorrow, but eventually you will be found out and fired. An automation clerk was taken off the machine by the postal inspectors. When confronted, she admitted to stealing for over a year, even though she had only been under investigation for three months. By her own admission she had been taking \$100-\$200 every night that she worked. She signed waivers giving the postal inspectors permission to search her car and her home. Forty-two gift cards were found as a result of these searches. She never asked for a shop steward or an attorney, she simply admitted to being a thief and lost her job. If you find yourself in a similar situation, ask for a shop steward and say nothing till your steward arrives. If you think criminal charges may be forthcoming, ask for an attorney. Her only question was, "Can I come back as a mail handler?"

If you did not bring it in when you came in, don't take it out. This includes

UBBM, magazines, coupons, newspapers or anything else from the mail stream. Too many times employees — clerks, mail handlers, even supervisors — are tempted by what they think is easy pickings only to find out it's a set-up. In some cases the Postal Service has even chosen to prosecute the offenders. Now not only have you lost your livelihood, you have a felony conviction making it hard to find another job. Some have even served jail sentences for their crimes. A word to the wise, **don't steal, it's not worth it.**

The post office is a workplace and should be treated as such. Don't let your personal life clash with your job. Conflicts should not occur on the workroom floor or on the roof. Weapons are not allowed on postal property. A clerk was removed from the workroom floor. His car was searched and a gun was recovered. No matter the circumstances, never bring a weapon on postal property.

Many of the newer employees don't know the rules. If you have a question, ask your shop steward. I would hate to see someone lose their job because they simply didn't know. One rule that many

employees seem to disregard involves the cell phone policy. Clerks have been removed from the post office for violation of the cell phone policy. Walking around texting is good way to get into trouble. Most people don't look where they are going while letting their fingers do the talking. Many times employees have almost walked into me while texting. This is a dangerous practice and should be avoided at all times. If you cause an injury while texting or wearing your earphones, management will try to fire you.

Let's all enjoy the many benefits of working for the post office. Hopefully, if you choose to make the Postal Service your career, you won't have to leave until you are ready to retire. Consider the consequences of your actions before you do something that could cost you your job.



Happy
Valentine's Day
February 14

20 Things All Clerks Should Know

By Bill Brady, Tour 3 shop steward

1. You have the right to a shop steward when going into a meeting with management.
2. You have the right to refuse to put your signature on anything, including 3971s.
3. If you need to see a shop steward, make sure you inform your supervisor. They have two hours to make the request. Never walk over to the steward booth on your own. When asked the reason for a shop steward, all you have to let them know is that it is a postal issue (wages, hours, or working conditions).
4. If you are on vacation and become ill, you can call down to your unit and let your supervisor know you would like to change your vacation leave to sick leave. According to the contract (Article 10.5) your request cannot be denied. That way you save annual leave. You will have to provide documentation upon your return. If you cannot reach your unit, call the union booth.
5. Always call the 1-877-477-3273 number when you have an unscheduled absence. Calling the unit will not suffice. Make sure you jot down your confirmation number.
6. Employees will get compensated 150 percent (time and a half) when they document and file a grievance on management performing bargaining unit work such as running the machines, sweeping the stackers or moving containers which are occupied with mail. It is a contract violation.
7. Throughput is a **goal** of management. There is nothing in the contract pertaining to throughput. The contract states "a fair day's work for fair day's pay" (Article 34 section A). It is not "fair" if you are working one to the machine. Always work in a safe manner. Safety first.
8. When you work on your non-scheduled day, you may be required to work more than eight hours.
9. If you have work restrictions, always keep a copy of your doctor's statement in your possession in case management asks to see it.
10. Make sure you always make your four basic clock rings; BT, OL, IL, ET.
11. In the handbooks and manuals it says that if you are using unscheduled sick leave you have to call in "as soon as you possibly can." Remember; **always** call in when taking an unscheduled day.
12. Documentation is the key in every grievance.
13. If you feel you are working in a hostile working environment, inform your supervisor and your shop steward immediately.
14. There is zero tolerance for cell phone usage on the workroom floor.
15. Always fill out an accident report if injured while performing your duties. Cover yourself. If there is no documentation, it's as if it never happened.
16. PSEs have the right to FMLA if qualified.
17. No employee may be required to work more than six continuous hours without a meal or rest period of at least a half hour.
18. You have 14 days to file a grievance after you are aware of an incident or infraction.
19. Always follow your last instruction unless it's an issue which may put your safety at risk.
20. If you are asked, "Where were you?" when you return from an unscheduled absence, document it and inform your shop steward immediately. Your only obligation when calling in for an unscheduled absence is to write down your confirmation number, not explaining where you were. Anything else is a form of harassment. Management has already been informed to cease and desist with that behavior.

Work safe. Work smart.

Let's get the mail to the customers.

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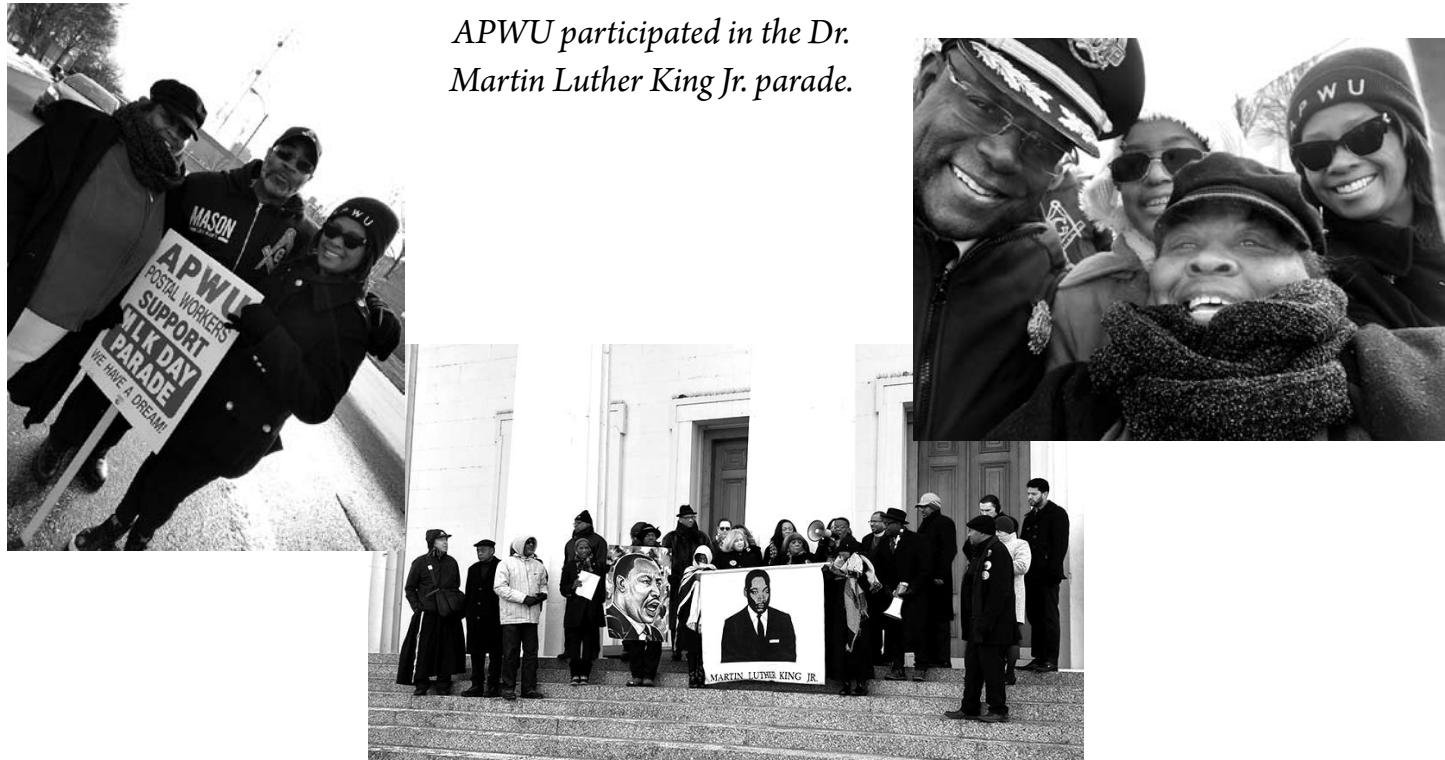
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Dr. Martin Luther King Day

By Robin McCurry, Sergeant at Arms

Hello all my brothers and sisters. Here we are at another celebration. I attended the 41st annual Dr. Martin Luther, Jr. march on January 21, 2019. I have attended this march since 2003. I have brought along my kids, their friends, my neighbors kids, my nephews and niece, and now my granddaughter, her friends and even a few co-workers through the years. Even though this year it was bitterly cold, the march still went on just like the post office — neither rain nor snow nor darkness of night. Three union members and my granddaughter attended the march this year. I feel this march is extremely important to keep alive the memory of Dr. King and his famous “I have a dream” speech. Not only did Dr. King make a difference in civil rights, he impacted human rights in areas concerning sexism, militarism, and anti-labor. Even though his dream has a long way to go to become actualized, we must not forget the fight Dr. King waged and made the ultimate sacrifice.

APWU participated in the Dr. Martin Luther King Jr. parade.



APWU was represented at the CBTU (Coalition of Black Trade Unionist) dinner.





The Postal Service Issues a Forever Stamp Honoring Richard Allen the Founder of the African Episcopal Church

The U.S. Postal Service dedicated a forever stamp honoring preacher, activist and civic leader Richard Allen for his inspirational life and profound contribution to American history.

The stamp is the 39th in the Postal Service's Black Heritage stamp series, which began in 1978 with a stamp honoring abolitionist Harriet Tubman. This is the 200th anniversary of Allen's founding of the African Methodist Episcopal (A.M.E.) Church, considered one of the most important institutions in African American life, and Allen's election and consecration as A.M.E.'s first bishop.

"Richard Allen was a man of boundless stature, courage and determination. The Postal Service is pleased to dedicate this special commemorative forever stamp in his honor," said Postal Service Vice President Area Operations-Eastern Area Joshua Colin, who dedicated the stamp.

"Frederick Douglas and later Martin Luther King Jr. both said that they were influenced by how Bishop Allen seemed to channel a higher power to

work through him to shepherd blacks through some of the country's darkest days. I hope this stamp will inspire every American to learn more about this uplifting man," Colin said.

When Richard Allen (1760-1831) lamented the bitterness of slavery, he spoke from experience, but this remarkably resolute and industrious man purchased his own freedom in his 20s and became one of the most important African American leaders of his era.

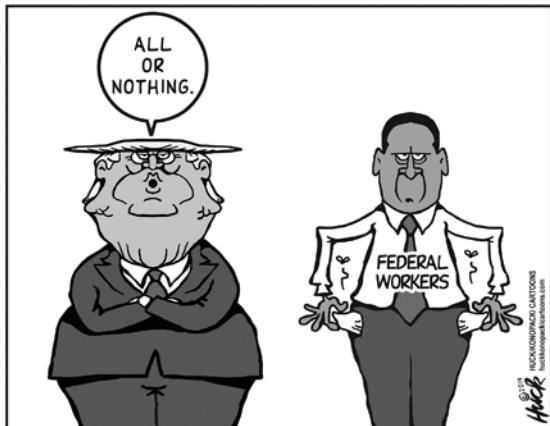
After making a name for himself as a traveling minister throughout the Mid-Atlantic, Allen was asked to preach to his fellow African Americans at a Methodist church in Philadelphia. He quickly rose to prominence as a civic leader, co-founding an organization to help African American neighbors in need, rallying blacks to serve as aid workers during a yellow fever epidemic and preparing the black community to defend the city during the War of 1812.

Eager to establish an independent African American church, Allen purchased an old blacksmith's shop and

moved it to land he owned. Bethel Church was dedicated in 1794 and soon attracted hundreds of members, but Allen spent years in conflict with white church leaders who sought to assert control. At one point they tried to sell the building out from under him. Being an astute businessman, he bought the property back at auction. After numerous demonstrations and a Supreme Court of Pennsylvania decision, the congregation secured its independence. In 1816, Allen summoned other black Methodist leaders to Philadelphia where together they founded the African Methodist Episcopal (A.M.E.) Church, electing Allen as its first bishop.

Today, Mother Bethel A.M.E. Church stands on the site where Allen converted that old blacksmith's shop more than two centuries ago. The denomination he founded now boasts more than 2.5 million members. His life—a legacy of determination, uplift, charity and faith—remains an inspiration to all Americans.

Reprinted from usps.com/news



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 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 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.



Tax Season 2019

*By Secretary-Treasurer
Robin "Robbie" Robertson*



Happy new year my brothers and sisters! As we get ready for tax season, please be aware the “new federal tax laws may affect some refunds filed in 2019!” This year please research the top six key changes in the new federal tax code:

- Tax rate changes: **Tax brackets adjusted gross income lowered, meaning less federal withholding payments may cause underpayment penalties.
- Charitable and medical deductions: **Gifts to charity can be deducted this year. Medical has decreased from 10 percent - 7.5 percent. Both deductions fall under the itemized part of the tax return.
- Alimony Payments: **This is the last year alimony payments can be deducted from the tax return. Starting January 2019, alimony payments will no longer qualify as deductions.
- Child tax credits: **Increased to \$2,000 from \$1,000 for children under the age of 17. The personal exemption is no longer available until tax year 2025. The child care credit still has a threshold amount.
- Business income: **This tax year business owners can deduct 100 percent depreciation of their equipment.
- Estate planning changes: **The inheritance tax exemption increased to \$11.18 million for 2018, from \$5.6 million.

Please be mindful the IRS is working closely with stakeholders and IRS partners to help the public understand the process before they file their tax returns to ensure a smooth transition for the different law changes.

More information about the different law changes can be found on the *IRS.gov* website.

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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Insured By
NCUA



314-892-5400 NeighborsCU.org

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

neighbors
CREDIT UNION
Where the grass is greener

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.



American Postal Workers Union, AFL-CIO

Frederick M. Wolfmeyer, President
 Phone: (314) 231-7665

1705 South Broadway, St. Louis, MO 63104
 Fax: (314) 231-5709

Employee Bill of Rights and Workplace Behavior Policy

The St. Louis Gateway District Area Local of the American Postal Workers Union (St. Louis Gateway DAL/APWU) is committed to providing a workplace that is free of systematic discrimination, whether through badgering, sexual harassment, or systematic mistreatment such as repeated boorish behavior, repeated profanity, repeated threats, demands or hostility. The St. Louis Gateway DAL/APWU requires the cooperation of all employees to achieve the goal of providing a safe and harassment-free workplace.

All officers, stewards, and members working in the office (employee) must be respectful, courteous, and cooperative in the performance of their duties. Employees are expected to diligently and quietly devote 100% of their efforts to the St. Louis Gateway DAL/APWU work while on the clock. Employees should refrain from using a loud voice and the use of profanity. Employees should be cognizant of their personal habits so as not to offend co-workers or create unpleasant working conditions. Employees are representatives of the St. Louis Gateway DAL/APWU, so they should conduct themselves during and outside of working hours in a professional manner that reflects favorably upon the St. Louis Gateway DAL/APWU, showing themselves to be honest, trustworthy, courteous, respectful and of good character and reputation. Moreover, employees should respect the St. Louis Gateway DAL/APWU *office* even when they have a conflict with the *office-holder*.

Examples of behavior that will not be tolerated include:

- discussing sexual activities;
- telling off-color jokes concerning race, sex, disability, or other protected bases;
- unnecessary, unwelcome touching;
- commenting on physical attributes;
- displaying sexually suggestive or racially insensitive pictures;
- using demeaning or inappropriate terms or epithets;
- using indecent gestures;
- using crude language;
- sabotaging the victim's work;
- spreading false or malicious rumors about a co-worker;
- engaging in hostile physical conduct such as hitting or tripping;
- requiring participation in religious activities as a condition of employment;
- requiring or rewarding sexual conduct or punishing an employee for rejecting sexual overtures.

Employees are encouraged to directly communicate with a co-worker about any perceived problem with that person's behavior. If the behavior continues or is sufficiently serious to warrant immediate attention, the employee should communicate his/her concern to the President of St. Louis Gateway DAL/APWU or anyone in the employee's St. Louis Gateway DAL/APWU supervisory chain or, if those options are not comfortable, to the National APWU. The St. Louis Gateway DAL/APWU cannot correct harassing behavior if it is not made aware of it. In order to facilitate a prompt and unbiased investigation and resolution, all attempts at fixing the situation internally should be made before such issues are shared with any of the general membership. Any complaint will be handled in the manner most likely to meaningfully resolve the situation and to ensure that the complainant, the respondent, the investigator and any witnesses are not the victim of retaliation. False or malicious complaints directed at undermining a co-worker will not be tolerated. In the event that a complaint of harassment or retaliation is found to have merit, appropriate action will be taken, which may range from counseling, training, suspension or termination, or actions in between.

Employee Bill of Rights

1. Every St. Louis Gateway DAL/APWU employee has the right to be respected as a human being.
2. St. Louis Gateway DAL/APWU employee has the right to be respected as a brother or sister of this St. Louis Gateway DAL/APWU and of the National APWU.
3. Every St. Louis Gateway DAL/APWU employee has the right to freedom of speech and the right to be heard in the appropriate time, place and manner.
4. Every St. Louis Gateway DAL/APWU employee has the right to participate in the activities of the St. Louis Gateway DAL/APWU.
5. Every St. Louis Gateway DAL/APWU member has the right to seek St. Louis Gateway DAL/APWU office without regard to the member's race, color, creed, sex, sexual orientation, nationality, disability, political affiliation, age or religion.
6. Every St. Louis Gateway DAL/APWU employee has the right to due process, whether that be in accordance with an office disciplinary procedure or the St. Louis Gateway DAL/APWU or National APWU constitution and by-laws; this right includes representation of the employee's choice and the right to appeal.
7. Every St. Louis Gateway DAL/APWU employee has the right to be secure in his/his basic rights without fear of political, economic, physical or psychological reprisal.

By signing below, you acknowledge receipt and understanding of this Policy and Bill of Rights, and that you are required to abide by its terms.

Military Information - Wounded Warriors Leave

Overview

Wounded Warriors Leave (WWL) is an authorized absence from the Postal Service to undergo medical treatment for a service-connected disability rated at 30 percent or more. It is a separate leave category, distinct from sick leave.

Eligible employees will be credited with 104 hours of WWL on the first day of each Leave Year until the last day of the Leave Year.

It is the employee's responsibility to notify the Postal Service of his or her eligibility before requesting WWL. Employees must provide documentation from the Department of Veterans Affairs certifying that the employee has a qualifying service-connected disability. The documentation must be dated 1991 or later.

The VA rating letter may be submitted via email, mail or fax to:

| Career | Non-Career |
|---|---|
| By Mail: USPS/HRSSC Health Benefits Attn: RTR Team PO Box 970100 Greensboro, NC 27497-0100 | By Mail: USPS/HRSSC Attn: Form 50 Team PO Box 970400 Greensboro, NC 27497-0400 |
| By Fax: (650) 557-4324 | By Fax: (336) 662-4070 or (336) 662-4073 |
| Supervisor by Email: RTR Outlook Account | Supervisor by Email: Form 50 Outlook Account |

The employee must submit to his Supervisor a PS Form 3971, Request for Notification of Absence along with a copy of the PS Form 5980, Treatment Verification for Wounded Warriors Leave, certified by a health care provider that the employee used the leave to receive treatment for a covered disability.

Note: WWL used hours and WWL balance hours fields will display in the Other Leave area of ePayroll (Liteblue) statement. It is not specifically displayed in the **LEAVE STATUS** area on the mailed earning statement (PS Form 1223-B). However, like some other types of leave, it is generically displayed as leave (an L) on the left side of the 1223-B in the DETAIL EARNINGS type (**TYP**). Employers must charge Wounded Warriors Leave in the same manner as sick leave, as described in ELM 513.4.

Eligible Employees

Initial Eligibility

Newly hired eligible employees or those returning to the Postal Service will be credited with 104 hours of WWL following the Postal Service's receipt of documentation supporting the employee's eligibility.

WWL will be available for use retroactively to the first day of their enter-on-duty date, or the current Leave Year, whichever is later, for use through the end of the Leave Year.

Additional Eligibility

Eligible employees will be credited with 104 hours of WWL on the first day of each Leave Year, and the leave is available for use until the last day of the Leave Year.

Losing the Disability Rating

If an employee's service-connected disability rating is decreased to below 30 percent or discontinued during any Leave Year, then the employee no longer has a qualifying service-connected disability.

They are no longer eligible for WWL as of the effective date of the rating change.

Employees must provide documentation from the Department of Veterans Affairs certifying that their eligibility was discontinued or decreased below 30 percent.

The employee should note the employee identification number on each page.

Documentation may be submitted via email, mail or fax to:

| Career | Non-Career |
|---|---|
| By Mail: USPS/HRSSC Health Benefits Attn: RTR Team PO Box 970100 Greensboro, NC 27497-0100 | By Mail: USPS/HRSSC Attn: Form 50 Team PO Box 970400 Greensboro, NC 27497-0400 |
| By Fax: (650) 557-4324 | By Fax: (336) 662-4070 or (336) 662-4073 |
| Supervisor by Email: RTR Outlook Account | Supervisor by Email: Form 50 Outlook Account |

Carryover

WWL must be used during the Leave Year in which it is credited and will not be carried over. No employee may accrue more than 104 hours of WWL during any Leave Year.

Separation

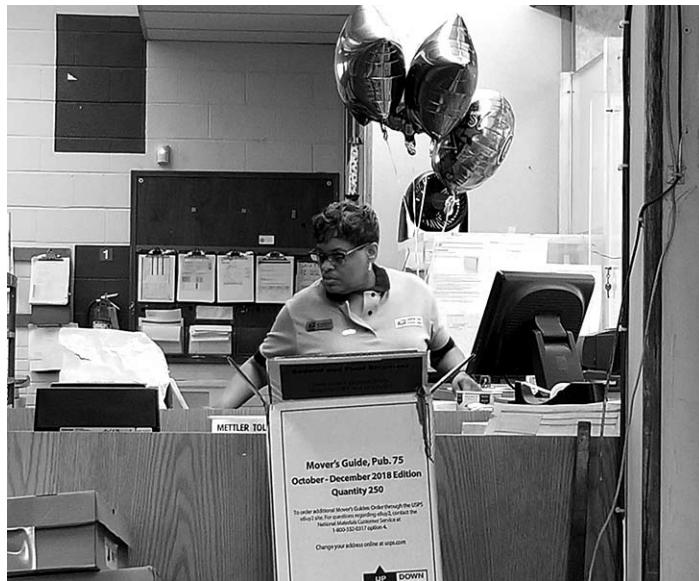
If the employee leaves the Postal Service at any time during any Leave Year, any remaining leave will not be reinstated or paid out, except as permitted by Office of Personnel Management regulations if the employee transfers to another federal agency.



| | |
|-----------------|---------------------|
| Adams, Kevin | Johnson, Fanchon |
| Allison, Cheryl | Kratzer, Jake |
| Bass, Marilyn | Linear, Darryl |
| Cohen, Eddie | Mangrum, Kathleen |
| Dukes, Troy | Rajoli, Vijaya |
| Ervin, Elaina | Reinhold, Patricia |
| Foote, Taysha | Robinson, Claudette |
| Gagne, Janice | Tate, Cory |
| Galey, Kristie | Trimm, Jason |
| Garcia, Julian | Williams, Ramont |
| Hill, Trey | |

Goodbye Tension, Hello Pension!

Joy Hopper retired from the Berkeley Branch on November 30, 2018, with 37 years of service.



Congratulations to all of our retirees.
Live long and prosper!
Enjoy.



Our Condolences to the Friends and Families of:

Keith Houston
Uncle of Lydia Jackson, Support Services

Marlyne P. Yates
Mother-in-Law of Diane Yates, Support Services

Joseph Anderson
Brother of Orlando Anderson, Support Services

Louis F. Hartman
Father-in-Law of Andrew Hentz, Support Services

Linshu Chi
Mother of Joanne Tien, Support Services

Georgia Stribling
Retired Support Services

Mr. Clyde E. Griffith, Retired Carrier
Stephanie Griffith, Maintenance

Mikel Chalmers Jr.
Brother of Lillie Vaughn, Support Services

Debra Brooks
Mother of Maurice Brooks

Matt Evans
Jack Wil-Mister

Richard Palmisano
Father-in-Law of Kelly Palmisano, House Springs P.O.

Elston Brown
Brother of Claudella Suggs, Clerk, P & DC,
Tour 1 Shop Steward

John Taylor
Brother of Glenn Taylor, Support Services

Pearlene Harper
Grandmother of Chonte' Hale, Support Services

Danny Jackson
Retired MVS Driver
Father of Current MVS Driver David Jackson

The POWER sisters had a glove, cap and sock drive. Pictured here are the fruits of their efforts. The sisters are dedicated to giving back to the community.



Women's march took place in downtown St. Louis on January 21



St. Louis Gateway APWU
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St. Louis, MO 63104
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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
PROUD MEMBER
POSTAL PRESS ASSOCIATION

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Monday-Friday: 8 a.m. - 5 p.m.

Saturday: 8 a.m. - noon

Steward Booths, Downtown

Clerk ... 314-436-5331

Maintenance ... 314-436-4668

MVS ... 314-436-5027

GATEWAY LOCAL CALENDAR

| | | |
|--------------------|-------------|--|
| January 1 | (Sunday) | New Year's Day Holiday |
| January 2 | (Monday) | New Year's Day Holiday Observed |
| January 4 | (Wednesday) | Executive Board Meeting (2 p.m.) |
| January 8 | (Sunday) | General Membership Meeting (3 p.m.) |
| January 9 | (Monday) | Steward Training (9-11 a.m. or 6-8 p.m.) |
| January 13 | (Sunday) | General Membership Meeting (3 p.m.) |
| January 14 | (Monday) | Steward's Training (9 a.m. & 6 p.m.) |
| January 21 | (Monday) | Dr. Martin Luther King's Birthday Holiday |
| February 6 | (Wednesday) | Executive Board Meeting (2 p.m.) |
| February 9 | (Saturday) | General Membership Meeting (9:30 a.m.) |
| February 11 | (Monday) | Stewards' Training (9 a.m. & 6 p.m.) |
| February 18 | (Monday) | Presidents Day |
| March 6 | (Wednesday) | Executive Board Meeting (2 p.m.) |
| March 10 | (Sunday) | General Membership Meeting (3 p.m.) |
| March 11 | (Monday) | Stewards' 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.



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.