

Press On

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

Volume 98 Issue 1



January/February 2020

President's Report

By Becky Livingston

HAPPY NEW YEAR, EVERYONE!

I am hopeful that 2020 will be a happier time for the St. Louis Gateway District Area Local. We have experienced the elections of new officers at the local and the national level and to say the transition for the officers at both levels has gone smoothly would be a misstatement to say the least. Due to just a select few disgruntled members the local general membership meetings have been contentious and upsetting for the members and for that I truly apologize. I have been trying to address their issues and concerns as they come up and have always invited anyone with grievances regarding union business to bring them directly to me so we can work towards a resolve. I believe these members think they have to present their cases in a public forum to get support and feel like they are being heard. We recently had a long-time steward file labor board charges right before he retired because he was unhappy regarding a settlement that was made. As I have just stated all this steward would have needed to do was bring his concerns to me and I would have investigated and if there was evidence of wrong-doing it would be taken to the membership for a final resolve. Instead of addressing other issues we are now dealing with labor board charges. There was no evidence of failure to bargain in good faith by the union to harm this long-time steward. I have not seen any positive outcome from this type of action and I would like to have the opportunity to address the issues when they come up instead of waiting to address the issues when the member is upset and brings the labor board into the conversation. The APWU has always strived to create a hostile free work environment and a workplace where everyone is treated with dignity and respect and I would contend

that all of our members deserve the same within our own union. When I have members stating that they feel threatened and our meetings have become so contentious that a police officer is requested to be present we have a problem. I am hopeful that moving forward the division between the members will dissipate and we will start taking care of the business at hand. We have a lot of members who have serious issues: Emergency placements, OWCP claims that are not being properly processed so our members can receive care, management in transportation not taking the issues regarding the annual bidding process seriously. Management has been presented past settlements regarding using the annual bidding process to abolish bids as improper yet we have no resolve. Management wants to post bids without non-scheduled days stating they are management and they can do what they want. The contract says otherwise and it is our job to make sure they do it properly. We are hopeful we will have a resolve soon as we know the annual bidding is something the drivers look forward to. We are taking this process very seriously. For right now I am asking that everyone stand united to address all concerns of our members and if you are interested in stepping up to be a steward and be a part of the solution please contact me. Right now, we have members who profess to have the answers and experience needed to address these issues and take care of business but they continue to want to complain about the job their stewards and officers are doing. When asked to step up and help they



don't want to be a part of the current administration. I am stating that if they were concerned about their craft they would step up and show the members that they really do care about the union and they have more to offer than just continuing to being a huge part of the problem.

We have seen management and the APWU present their arguments during contract negotiations only to see that the Postal Service has made it clear that they do not value the men and women who work hard every day providing a valuable service to the public. Postal Service employees take pride in their work, and expect a fair day's wage for a fair day's work. From everything I have read the proposals put forth by the Postal Service are demeaning to every postal worker covered under the USPS/APWU contract. Over the last few months I have received a high number of calls from employees who are upset because they feel they are being treated unfairly, discriminated against, retaliated against and unfortunately almost all allegations can be supported with statements provided by co-workers. This behavior is unacceptable and is being addressed at every level. Management is working with fewer employees, as the district continues to revert full-time regular positions, which is in turn causing them to take out their frustrations on the craft employees who come to work every day because they value their job. Please make sure you start 2020 with the resolve to come to work every day, report to work

on time and follow your last instruction unless it is going to hurt you or someone else. If there is a serious health issue causing you to miss work, please take the time to have FMLA paperwork filed. We have been seeing more and more members receiving Notices of Removal for absences that could have been protected if only they would have had their physician fill out the proper FMLA documentation. If you need FMLA certification paperwork or have any questions please call me. Your job is at stake.

LEAD-7 TACS GRIEVANCES UPDATE:

When I last talked about the TACS grievances that had been filed for the P&DC, stations and branches and the associate offices, I was preparing to discuss the grievances at Step 2. The grievances had been settled in part at Step 3 and remanded back to Step 2 for a monetary resolve. At that time, I explained that if management did not make what I thought was a reasonable offer to settle the grievances, they would then be appealed back to Step 3. That is exactly what has occurred. Sometime in 2020 there will be an arbitration date set and the national business agents will be presenting our case. As we all know contractual issues always take longer because discipline and Notices of Removals are the priority. What I can tell you is the TACS grievances are ongoing and the TACS violations are ongoing throughout the country. I will let everyone know when I have more information regarding dates and times set for the arbitration hearings.

**February 12, 2020
is the deadline to
register to vote
for the
Presidential
Primary**

 **ATTENTION**

APWU Members

Nominations

for

Delegates to the

National APWU Convention

will be held at the

February 8, 2020

General Membership Meeting

at 9:30 a.m.

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.

We are waiting news of our new contract. The arbitrators are making a decision now and should give us the answer very soon. As soon as they deliver their decision, the national will send out notification to all members and to the locals. As soon as we get the information, we will post it on our website. Make sure you check the website for the latest news on the contract.

Once we get our new contract, we will begin local negotiations. This is when we discuss making changes to the Local Memorandum of Understanding. There are 22 specific items that can be discussed during this time. The time frame will be for 30 consecutive days during a 60-day period that will be determined by the new contract. We will put out information for members to submit items for consideration to negotiate with management.

We are all in this together. Management does not just give us what we want. We have to fight for everything that

we get. 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, and bring a member friend. Our next meeting will be February 8, 2020 @ 9:30 a.m. All members are welcome to attend.

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

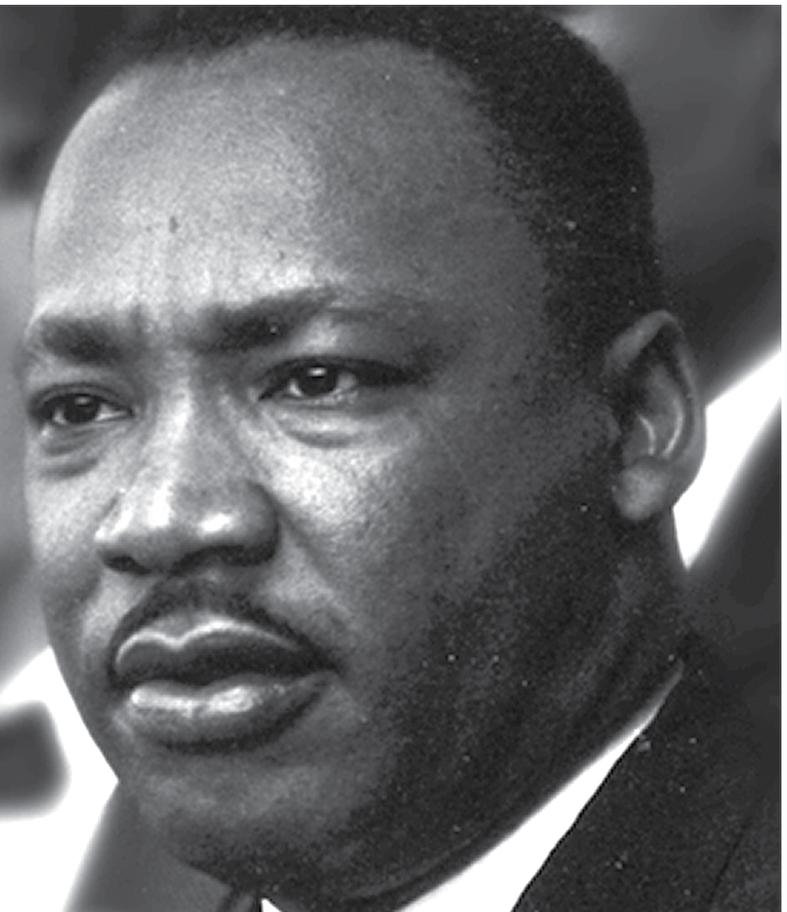
When we call for an informational picket, come out and join us. You have to be off the clock to participate, but this could be during your lunch time, or you could take annual leave to join us.

We 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"

"The labor movement was the principal force that transformed misery and despair into hope and progress."

—Martin Luther King Jr.



Secretary-Treasurer Report

By *Robbie 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 2019 will be electronically submitted by Mar. 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 2019 electronically no later than March 31, 2020. 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 2020 budget. The trustee/budget committee was formed by President Livingston, and the committee consists of: Executive Vice President Gene Hollenbeck, Frederick Wolfmeyer (committee chair), Support Services Assistant Craft Director Robin Nichols, Clerk Faye Lawson, and Maintenance Assistant Craft Director (A) Jeff Edwards. The committee prepared and presented the final budget at the December general membership meeting. A motion was made to accept the 2020 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 will be provided to the members at the December 2019 and January 2020 general membership meetings. The meeting schedule

is also provided on the <https://stlouissapwu.org/> website and on <https://m.facebook.com/stlouisgatewaydistrictapwu>. Per our local constitution, no general membership meetings in the months of July and August.

Shred old financial records and grievances. The local 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 takes inventory of the local assets yearly.

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.

P.O.W.E.R. SHOWED SOME LOVE!!!

By *Mia Smith, P.O.W.E.R. Secretary*

BLANKETS, SOCKS AND GLOVES DRIVE WAS A SUCCESS!



Greetings sisters and brothers! Happy holidays and happy New Year to all! Congratulations to P.O.W.E.R. sisters for a successful community drive. P.O.W.E.R. sisters conducted a "SHOW SOME LOVE" drive for the collection of blankets, socks, and gloves to be distributed to the homeless in the months of November and December 2019. P.O.W.E.R. sisters ended the year with plenty of donations to help the homeless and less fortunate in the Downtown St. Louis areas.

P.O.W.E.R. sisters collected 45 blankets, 44 pairs of men's socks, 47 pairs of women's socks, nine pairs of men's gloves, 16 pairs of women and children's gloves, eight men's hats, seven women and children's hats, two men's coats and two women's coats. Donations were brought in to union stewards as well as dropped off at the St. Louis American Postal Worker Union Hall by December 20, 2019. This drive was announced in the November/December Press On to notify all members.

P.O.W.E.R. (Post Office Women for Equal Rights) is active and looking to increase membership to better serve OUR community! If you enjoy community involvement, and helping others, please call the Union Hall at 314-231-7665 to sign up!



Editor's

Corner

By Shelia Patton-Harris



Well, another year has come and gone. Here's wishing you and yours a happy and prosperous 2020. Many struggles face the APWU in the coming year. President Trump seems hell-bent on changing the post office in a way that will negatively impact postal employees. As always we have to be willing to stand together so that we can maintain our hard fought rights and benefits. Everything that we have obtained can all be taken away at if we are not vigilant.

There was a time that most postal employees qualified for food stamps. Wages and benefits were low and many employees struggled to make ends meet. Employees could be fired or disciplined at the manager's will. All that has changed, in part, through the efforts of the union.

As postal employees came together during the 1970 strike, the power of numbers became evident. We became masters of own destiny. Wages increased and a contract with some teeth was obtained.

Fifty years later, we cannot become complacent. We still face obstacles that include the ever looming threat of privatization. We have to be ready to fight for our jobs. When the union calls for a mass action, take part. Write to your congressman and representative and let them know that the postal workers cannot be taken for granted and

that we vote. If there is a picket, come out and show your support. The union is fighting for all postal employee jobs. Don't think you should let somebody else do it; it's your job that might be impacted.

We should always have a quorum at a union meeting. How can you know what's going on if you don't come to meetings? This is your chance, as a member, to express your complaints and concerns. Votes are taken at these meetings concerning how union funds are spent. We all have busy lives and cherish what free time we have. But, every member should try to make as many meetings as possible. It might take two hours out of your day, but those two hours may provide valuable information concerning your postal career.

The local elections have come and gone. It is time to put aside hard feelings and go about the representation of the membership. Someone had to win and someone had to lose. The membership has decided and we must proceed forward from there. We have to present a united front. We have to pull together to achieve our goals. Don't destroy the very institution you once wished to represent.

There is no new information concerning the contract. As soon as we hear anything, we will pass the information on to you. Again, happy new year and may 2020 be a great year for you and your family.

Employee Bill of Rights

1. Every St. Louis Gateway DAL/APWU employee has the right to be respected as a human being.
2. Every St. Louis Gateway DAL/APWU employee has the right to be respected as a brother or sister of the 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/her basic rights without fear of political, economic, physical or psychological reprisal.

Support Services Director's Report

By Janis Dumas

USPS/IT-AS 2019 Collective Bargaining Extension Term Sheet

DURATION

- 18-month extension; expires July 20, 2020.

WAGES

- General increases will be applied to salary tables in place on 10/27/2018.
- General increases are consistent with the pattern established in the Rural Carrier Agreement:
 - Effective 01/19/2019 (PP03-2019) – 1.3% general wage increase.
 - If the first-year salary increase in the Goldberg Award exceeds 1.3%, this increase will be adjusted to equal the level of the first-year salary increased in the 2018 USPS-APWU collective bargaining agreement.
 - Effective 01/18/2020 (PP03-2020) – 1.1% general wage increase.
 - If the second-year salary increase in the Goldberg Award exceeds 1.1%, this increase will be adjusted to equal the level of the first-year salary increased in the 2018 USPS-APWU collective bargaining agreement.
- Semi-annual COLA continuing with base index of September 2016.
 - Retroactive COLA of \$187 effective 04/27/2019 (PP10-2019).
 - Retroactive COLA of \$374 effective 10/26/2019 (PP23-2019)

HEALTH BENEFITS

Plan Year	% of Weighted Average	Max for any Individual Plan
2020	73%	76.00%
2021	72%	75.00%

WORKFORCE STRUCTURE

Accounting Services

- Accounting Specialist, Sr. (0525-0006), IT/ASC-17 – upgrade positions to IT/ASC-18.

Information Technology

- Property Control Specialist PDC (2003-2001), IT/ASC-14 – upgrade positions to IT/ASC-16.
- Procurement & Supply Assistant PDC (1105-2002), IT/ASC-13 – upgrade position to IT/ASC-15.
- Group Leader Admin Clerk PDC (0301-5320), IT/ASC-10 – upgrade position to IT/ASC-11.
- Administrative Clerk PDC, IT/ASC-9 (0301-2073), IT/ASC-9 – upgrade positions to IT/ASC-10.

WORKRULES

- Article 14.02, Safety and Health – Cooperation (TA)

- Grievance can be filed at Step 2 within 14 days of notification to supervisor if no corrective action is taken during the tour of duty.

- Article 15.02 Section 38.01, Grievance-Arbitration Procedure (TA)
 - The parties shall meet at the national level within 30 days of appeal to arbitration. The union shall be entitled to **submit a dispute** or appeal to arbitration at the national level of any changes to handbooks, manuals, or published regulations as provided for under Article 19 of this Agreement, including newly established bargaining unit positions. .
- Article 19.01, Handbooks and Manuals – Agreement Consistency (TA)
 - Reference to Domestic Mail Manual (DMM) deleted.

MEMORANDUMS OF UNDERSTANDING

- Career Development (TA)
 - Employees are limited to a maximum of **\$3,000** per fiscal year for training classes relevant to their positions. The Postal Service's payment for training or development is contingent on the employee remaining in the position held at the time training for a minimum of two years upon completion of training. The two-year requirement will be waived if the employee is promoted to a higher-level position within the Postal Service. In the event the employee separates from the Postal Service prior to completing the training or completing one year, the employee will be required to reimburse the Postal Service in full for expenses incurred in connection with the training. In the event the employee separates from the Postal Service after completing one, but prior to completing two years, the employee will be required to reimburse the Postal Service for one-half of the expenses incurred in connection with the training.
- Voluntary 10/4 Work Schedules (TA)
 - Proposed changes to add, reduce, or change a 10/4 work schedule based on operation needs will be discussed with the local union 14 calendar days prior to any decision being implemented to allow for input and discussion.

IT/AS has reached a tentative extension agreement, which means the members will have to vote. It will have to pass based on the majority voters in order for this extension agreement to take effect. Support Services Director Stephen Brooks and National Business Agent Judy McCain will schedule a visit to all the Accounting Services Centers so the members can vote on this extension. Once the meeting has been scheduled we will notify the members.

MEMBERS ONLY – NO SCABS CAN VOTE

I hope everyone had a safe and happy holiday season.

**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**

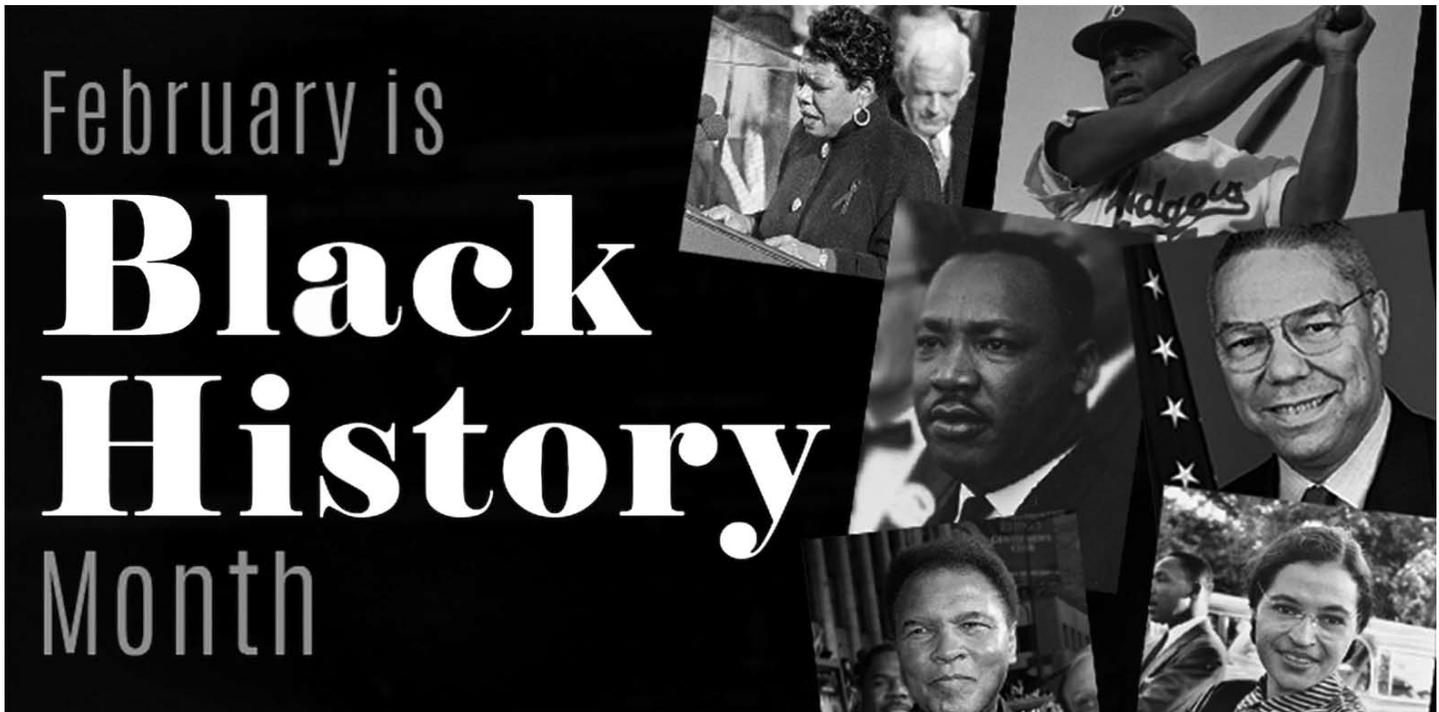
I, _____, having been duly elected to office in the _____ of the American Postal Workers Union, AFL-CIO, do solemnly pledge to uphold the Constitution and By-Laws of the American Postal Workers Union, AFL-CIO and of the _____.

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.



African-American Postal Workers in the 20th Century

The 19th century was a time of enormous change in the postal workforce — from 1802 when Congress banned African-Americans from carrying U.S. mail, to the 1860s when newly-enfranchised African-Americans began receiving appointments as postmasters, clerks, and city letter carriers. As the 20th century neared, the political pendulum began to swing backwards, and many gains of the immediate post-Civil War period were lost.

In the early 20th century many African Americans found steady, valuable jobs in urban post offices, but little room for advancements. Despite discriminatory employment practices, the Post Office Department was a rare avenue of opportunity for African Americans. Postal jobs were coveted positions that helped lead to the emergence of a black middle class.

A new era of opportunity for African-American workers began in the 1940s, when U.S. presidents — spurred on both by the civil rights organizations and war-time necessity — began using their powers of office to encourage equal opportunity in the workplace. In the 1960s the number of African-American employees promoted to supervisory positions grew exponentially, and African-Americans were appointed as postmasters of the nation's three largest post offices — New York, Chicago and Los Angeles. By the end of the 20th century African-Ameri-

cans comprised 21% of all postal employees, serving at all levels of the Postal Service.

In September of 1901, at the age of 42, Vice President Theodore Roosevelt became the youngest president in U.S. history following the assassination of William McKinley. A native New Yorker who was sympathetic to civil rights, Roosevelt took office at a time when Southern states were steadily stripping away black voting rights and racism was on the rise. In January 1903 Roosevelt tested the power of the federal government to “interfere in the race problem” when he refused to allow the town of Indianola, Mississippi, to drive out its African-American postmaster. Roosevelt chose to suspend service at the Indianola Post Office rather than accept the resignation of Postmaster Minnie Cox, who had provided excellent service, and appoint a white man in her place. His action stirred the national debate about race, North and South, including the U.S. Senate.

Another account of the Roosevelt administration standing by an African-American appointee arose in 1903 when Postmaster General Henry C. Payne suspended rural mail delivery in a Tennessee community whose African-American carrier had been held up and threatened by armed, masked men. Payne stated that the government had two options: send U.S. troops to protect the mail carrier on his route, or suspend the route. Replacing the car-

rier with a white man, simply because some customers disapproved of a black mail carrier, was apparently not an option Payne considered.

In some parts of the South, African-American appointees were threatened into resigning or not taking office. In 1904 the Humphrey, Arkansas, post office was dynamited in the middle of the night and completely destroyed, reportedly because some of the town's citizens objected to the appointment of a black postmaster.

Racial discrimination in the South steered many African-Americans away from clerk position in post offices and toward letter carrier positions. In 1905 the secretary of the Civil Service Commission's Atlanta District stated that because African-Americans in his district knew that accepting post office clerkships "means trouble for them" they really prefer to act as carriers

In 1908 William Howard Taft, Roosevelt's choice for successor, was elected president. Taft adopted a conciliatory tone with the South appointing no new black postmaster in the South and refused to reappoint incumbents as their four-year terms expired.

Although the number of black postmasters fell, the number of black postal employees continued to grow. According to the African-American newspaper *The Pittsburgh Courier*, in 1912 there were nearly 4,000 black postal employees nationwide, including about 280 black postmasters, 505 employees in Chicago, 417 in New York, and 173 in St. Louis.

In the federal elections of 1912 Democrats retained control of the U.S. House of Representatives and took control of both the White House and the Senate. Democrat Woodrow Wilson won the presidential election largely because two Republican candidates ran for office that year, splitting the Republican vote,

At the time, the Democratic Party was largely a party of Southern social conservatives. Even before the Democrats took office, a group calling itself the National Democratic Fair Play Association as well as some federal workers began calling for racial segregation in the workplace.

In April 1913, in one of Wilson's first cabinet meetings, newly-appointed Postmaster General Albert Burleson, from Texas, reportedly complained about integrated working conditions in the Railway Mail Service, where black and white railway mail clerks worked elbow to elbow sorting mail in cramped rail cars.

Most black railway mail clerks worked in the South; some white clerks wanted to eliminate all black clerks, or at least to segregate work crews if it could be done in such a way that no white clerks would be inconvenienced.

Although no general segregation order is known to

have been issued, some Railway Mail Service officials adopted the policy of segregating work crews, reassigning some clerks to create all-white crews on some lines and all-black crews on others, apparently with the Post Office Department's blessing.

Other federal workers were also segregated, at the Post Office Department headquarters and at other federal agencies. On May 31, 1913, the seven African-American clerks were screened off from their white co-workers, although none of their coworkers had requested it. Restrooms and some work rooms at the Post Office Department headquarters and in a few other agencies' headquarters were also segregated. The lunch room at headquarters, meanwhile, had apparently already been whites-only, and remained so. When asked why there was no lunch room for black employees, the building superintendent bluntly explained that "as no restaurants in Washington were open to colored people, the government could not be expected to furnish one."

On May 27, 1914, the Civil Service Commission issued a new order requiring applicants for federal jobs to submit a photograph. Although the commission claimed the requirement was to prevent fraud in the application process, it enabled appointing officials to screen out black applicants. The "rule of three," which allowed the appointing officials to select any one of the top three eligible candidates for office, was widely used to discriminate against African-American candidates.

Once they secured an appointment, employees still faced obstacles. Opportunities for advancement, and some cases continued employment, were often hindered by local prejudice and biased supervisors, with some clerks being dismissed on fraudulent or questionable grounds.

Segregation in the Railway Mail Service and the exclusion of black clerks from the railway mail clerks' union led to the formation of the National Alliance of Postal Employees in 1913. Segregation in general and the photograph requirement for federal job applicants also helped catalyze the civil rights movement.

In 1921, after two terms in office, Democratic President Woodrow Wilson was replaced by Republican Warren Harding and successive Republican presidents, and general postal policy began to change. The working conditions and opportunities for African-American postal employees — particularly in the Railway Mail Service — improved.

Beginning around 1916, in what has been termed the "Great Migration," hundreds of thousands of African-Americans left the South in search of a better life in north-

ern U.S. cities. African-Americans moved north not only to escape from the discrimination in the South, but also in search of economic opportunity. Manpower shortages caused by World War I were opening up jobs in the North, while crop failures in the South were elimination jobs.

Post offices were an important source of employment for urban African-Americans. By 1928 African-Americans comprised nearly 20 percent of the postal workforce in Philadelphia, and nearly 24 percent in Baltimore. The percentage of African-American employees of the Washington, D.C., Post Office grew from about 24 percent in 1925 to 35 percent by 1931.

Harry New, postmaster general from 1923-1929, promised that federal hiring would be colorblind, but it was not a promise he could keep. Although the postmaster general stated the principles, principle were put into practice — or not — by local postmasters. Racial discrimination persisted in both the hiring and promoting of workers, even in the nation’s capital. Blacks working in the Washington, D.C., Post Office in 1928 were over-represented in lower-level positions, with about 85 percent working as laborer and watchmen, and only 15 percent in the higher-paying clerical force. In the first half of the

20th century some postmasters hired African-Americans as letter carriers but refused to hire them as clerks.

Employees were sometimes not only assigned to different types of work depending on their race, but also to different rooms, or different sections of the same room. As late as 1949 the New Orleans Post Office maintained segregated “swing rooms,” or break rooms for employees; as late as 1955 many post offices in Alabama, including those in Birmingham, Montgomery, and Mobile, maintained segregated swing rooms and toilets.

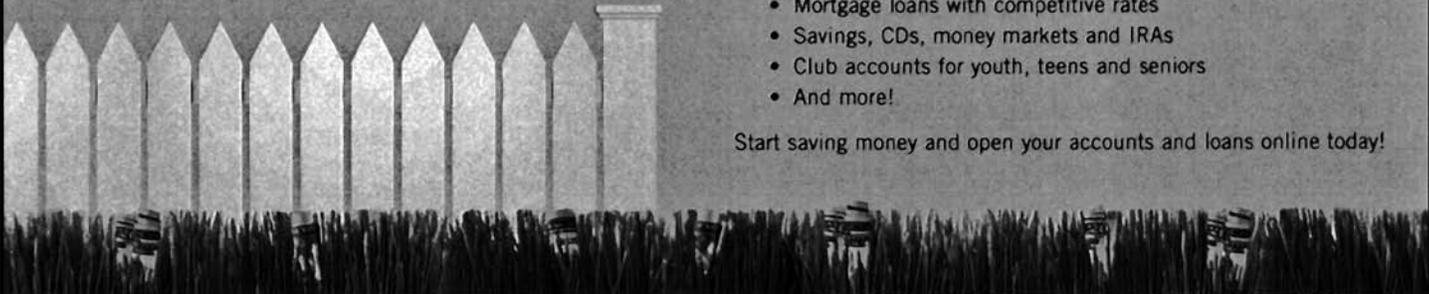
In Saint Louis, a black employee was arrested in 1941 following an altercation that arose after the clerk refused to move to the rear of the post office cafeteria to drink his cup of coffee.

In the 1940s a string of executive orders battled racial discrimination in the federal workplace. These orders banned discrimination in federal hiring and eliminated photographs with job applications.

After much strife and turmoil, racial discrimination has been eliminated from the federal workplace. That is not to say that racism does not exist. It is still alive and well in certain areas.

We must examine the past to learn for the future.

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:

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Bid Reversions

By April J. Johnson, Station and Branches Steward

Greetings brothers and sisters! I hope the new year has found you in great spirits and ready to help the Gateway Area Local maintain clerk bids. As you all know, management has begun to revert bid assignments within the stations and branches once they are vacated. St. Louis Gateway District has received instruction from headquarters that once a bid is vacated it is to be reverted, unless it proven that the bid fits within complement guidelines. For example Creve Coeur Post office earns (according to management's faulty calculations) 11 clerks, but they currently have 13 clerks on the rolls. As soon as one of those 13 present clerks bid to another job assignment, management will more than likely revert the vacated bid assignment based on "earned" work hours. You all know as well as I do that the stations and branches are understaffed for all the jobs that must be

completed on a day to day basis, and reversion of bid assignments is making the effective completing of all assigned duties almost impossible. As your union steward, I am asking for your assistance in helping me fight to get those bids that are vacated reposted for installation bidding as quickly as possible.

An effective tool in the fight for reposting is bargaining unit work grievance filing. Since management has reverted bids, management has increasingly reassigned clerk duties such as sorting of parcels, delivering P.O. box mail, UBBM, and countless other duties to the carrier craft, or management is performing the duty themselves. If you as a clerk, whether full-time regular or PSE, witness our work being performed by those outside of our craft, please start a record of the who, what, when and how long they performed the duty, and within 14 days file a grievance by requesting a steward from management. It is not

okay for management or other crafts to perform our duties for any length of time. It is not "helping us out" as they often state because management has understaffed the station.

Another effective way in securing our bids is making sure you are on the correct operation for the job duty you are performing. As a station clerk I do know and understand that you would have to make at least 10 moves a day especially if you're an early morning distribution clerk. Management utilizes operational rings to determine the number of clerks needed to complete all of our assigned tasks, and this is one of the ways they determine "earned work hours." It is essential to our craft that we make our operational moves.

I look forward to receiving bargaining unit work grievances from you all. As always I am available to you for questions at (314) 231-7665 (Union Hall) or (314) 435-9624 (Union Cell) Monday-Friday 8 a.m. - 4:30 p.m.

Associate Office Director

By Melani Brown

Greeting members. These first few months as the new associate office director have been busy ones. Right out of the gate there was the All Craft Conference. All the information you could possibly need to know about the clerk craft was presented. So much information that you think your brain can't hold it all.

I would like to discuss FMLA. Many of you don't truly understand what FMLA is or what is required to have FMLA coverage. If you have a condition that qualifies for FMLA whether you're a clerk, custodian, carrier of a point preference veteran, you must apply for FMLA protection, you are not automatically covered. If you do send in papers for FMLA coverage, when you get the papers back either confirming that you have a qualifying condition or denying the request, make sure you read all the paper work that is sent back to you. Sometimes these papers will say, yes you have a qualifying condition however we need additional information to complete the request. Also to qualify for FMLA coverage you must have worked at least 1,250 hours in the previous year. Please remember that USPS works on a rolling year so if there were periods in the previous year when you were out for extended periods of time you may not have the required work hours needed to maintain your FMLA coverage. You also should check to see how long the certification is for; it is the employees' responsibility to get new FMLA certification when necessary. Management will not be informing you when it expires. REMEMBER if you have a condition that is FMLA protected, do the paperwork and protect your job and your livelihood.

Here's hoping the new year is good to us all. If you need any further information do not hesitate to call me. **Happy new year to all.**





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

Joyce Satterfeal
Mother of
Jill Franklin (Support Services)

Carol Phillips
Mother of
Andre Phillips (Clerk)
Mother-in-law of
Verita Phillips (Support Services)

Derek Lambert
Brother of
Venetta Lambert-Davidson (Clerk-Priority Annex)

Patricia Burns
Mother of
Denina Burns-Agnew (Clerk-Weathers Station)

Maurice Brown Sr.
Uncle of
Claudella Suggs (Shop Steward T1)



Allen, Adrian	Jackson, Christopher
Anderson, Preston	Jackson, Dwayne
Anderson, Tiffani	Jackson, Monica
Avery, Alisha	Jones, Breanna
Burrell, Devione	Jones, Christopher
Burrow, Marnai	Jones, Ta'nya
Carson, Dominique	Jones, Tionna
Castille, Johnathon	Kasper, Twyla
Collins, Tamika	Kennedy, Gala
Coney, Carolyn	McDaniel, Gail
Conner, Alexis	Nicholson, Michael
Curren-Litsikas, Tine	Ousley, Kayla
Danfort, Neekia	Parker, Said
DeVivo, Julie	Primm, Deanna
Dickof, James	Sailor, Kevin
Doore, Gregory	Scouce, David
Easley, Chelsea	Scoville, Ronald
Elliott, Shannon	Smith, Ja'Quelle
Garner, Jaeda	Smith, Nikita
Gasper, Maggie	Snipes, Brielle
Hamilton, Nicole	Suggs, LaGrant
Hayes, Dominique	Sun, Yidong
Holloway, Clayton	Thomas, Tamara
Hughes, Ashley	Thompson, Kenniqua
Hughes, Howard	Zhang, Haiyan

Heroes among Us

There are postal employees who go out of their way to help others. One such employee is PSE clerk Henry Wilkes III. He was driving home from his shift at the St. Louis Processing and Distribution Center when he spotted a car that had crashed alongside a highway. Wilkes pulled over and rushed to check on the driver of the vehicle, which was emitting sparks from underneath the hood. The Postal Service employee found that the man was unable to extricate himself, so he helped him get out of the car, made sure they both got a safe distance away from it and stayed on the scene until emergency responders arrived.

"I couldn't believe everyone was just driving past," Wilkes later said. "I knew in my heart that stopping to help was the right thing to do."

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GATEWAY LOCAL CALENDAR

January 1 (Wednesday)

January 12 (Sunday)

January 13 (Monday)

January 20 (Monday)

February 5 (Wednesday)

February 8 (Saturday)

February 10 (Monday)

February 17 (Monday)

March 4 (Wednesday)

March 8 (Sunday)

March 9 (Monday)

New Year's Day Holiday

General Membership Meeting (3 p.m.)

Steward Training (9 a.m. & 6 p.m.)

Dr. M.L. King Birthday Holiday

Executive Board Meeting (2 p.m.)

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

Steward Training (9 a.m. & 6 p.m.)

Presidents Day

Executive Board Meeting (2 p.m.)

General Membership Meeting (3 p.m.)

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.



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.