

Resolutions

for the

Twenty-Seventh Biennial Convention

of the

American Postal Workers Union, AFL- CIO

Detroit Michigan

July 15-18, 2024

Labor Management Resolutions

ARTICLE 1

BARGAINING UNIT WORK PERFORMED BY MANAGEMENT

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
Minnesota Postal Workers Union * North Dakota Postal Workers Union

- 1 -

WHEREAS, management in level 18 offices may perform up to fifteen (15) hours of bargaining unit work, and

WHEREAS, Global Settlement Q 06C-4QC 10005587 states: In accordance with M-32, postmasters or supervisors performing bargaining unit work will record what operation they are performing either by time clock, Postal Service (PS) form 1260, or other appropriate means, and

WHEREAS, the 1260 report provided to the union are vague and does not show the times the bargaining unit work is performed, and

WHEREAS, the time of this work is important to protect our bargaining unit work, therefore, be it
Resolved, the start and end times will be documented by time clock or scanner per timekeeping and included on the 1260 report provided to the union.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other___

ARTICLE 1

ELIMINATE POSTMASTERS PERFORMING 15 HOURS OF BARGAINING UNIT WORK IN LEVEL 18 OFFICES

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
North Dakota Postal Workers Union

- 2 -

WHEREAS, all work is clerk work, and

WHEREAS, postmasters are working fifteen (15) hours, therefore be it

Resolved, that postmasters are not allowed to perform bargaining unit work in Level 18 offices.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other___

ARTICLE 1

END FALSIFICATION OF 1260 REPORTS

California Postal Workers Union

- 3 -

WHEREAS, A. Supervisors are prohibited from performing bargaining unit work at post offices with one hundred (100) or more bargaining unit employees, except: 1. in an emergency; 2. for the purpose of training or instruction of employees; 3. to ensure the proper operation of equipment; 4. to protect the safety of employees; or 5. to protect the property of the United States Postal Service (USPS). B. In offices with less than one hundred (100) bargaining unit employees, supervisors are prohibited from performing bargaining unit work except as enumerated in Section 6.A.1 through 5 above or when the duties are included in the supervisor's position description; therefore, be it

Resolved, remove when the duties are included in the supervisor's position description in offices 15-18, and be it finally

Resolved, offices level 18 and below, a lead clerk can perform the same duties as the postmaster in these offices.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 1

**PART-TIME FLEXIBLE REQUIRED
TO GET MORE HOURS THAN THE POSTMASTER**

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
Minnesota Postal Workers Union * North Dakota Postal Workers Union

- 4 -

WHEREAS, management is cutting hours at level 18 offices, and
WHEREAS, management may perform up to fifteen (15) hours per week of bargaining unit work; and
WHEREAS, a part-time flexible (PTF) is guaranteed only twenty-four (24) hours a pay period, and
WHEREAS, in a four (4) hour office a Postal Support Employee (PSE)/Part-Time Flexible (PFT) is getting four (4) hours per day, therefore be it

Resolved, a part-time flexible (PTF) is guaranteed all hours before the postmaster works their fifteen (15) hours per the Global Settlement.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 1

POSTMASTER WORK IN SMALL OFFICES

Iowa Postal Workers Union

- 5 -

WHEREAS, management is falsifying information on the 1260, and
WHEREAS, clerk work shall be done by clerks, and
WHEREAS, management already has the flexibility to adjust clerk hours and borrow clerks, and
WHEREAS, many clerks get minimum hours where postmasters can do their clerk work, therefore be it

Resolved, the American Postal Workers Union (APWU) negotiates to eliminate the fifteen (15) hours of clerk work done by postmasters in offices they are currently allowed.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 1
POSTMASTERS PERFORMING
BARGAINING UNIT WORK IN LEVEL 18 OFFICES

North Dakota Postal Workers Union

- 6 -

WHEREAS, part-time flexibles (PTFs) are guaranteed twenty-four (24) hours per pay period, and
WHEREAS, postmasters in Level 18 offices are allowed to perform fifteen (15) hours of bargaining unit work per week, per the Global Settlement, and

WHEREAS, clerk work is bargaining unit work and postmasters are getting more hours than a clerk, therefore be it

Resolved, postmasters in Level 18 offices are allowed fifteen (15) hours of bargaining unit work per pay period.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 1
IMPROVING POSTAL HOURS REPORTING ACCURACY

Oregon Postal Workers Union

- 7 -

WHEREAS, 1.6 B provides the postal bosses may perform bargaining unit work in limited circumstances, and

WHEREAS, postal bosses are required to record and report the hours that they work in the clerk craft, and

WHEREAS, POSTAL possess regularly and routinely under report and/or outright falsify the hours the record and report, and

WHEREAS, EVEN in situations where the work hours recorded may be accurate, often the bargaining unit work that is performed and reported is outside the scope of duties allowed, and

WHEREAS, this led to tens, if not hundreds of dollars in wages being "stolen" from bargaining unit members and untold "lost" or otherwise unrecorded hours of bargaining unit work, and

WHEREAS, these missing hours represent numerous "available work hours" that are being deliberately hidden by postal bosses, therefore be it

Resolved, the American Postal Workers Union (APWU) shall work to implement, in the offices of 1.6B, means/method of requiring postal bosses to accurately and honestly record the actual hours worked and specific operations in which the authorized bargaining unit work is performed.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

**ARTICLE 2
CHILDCARE**

Iowa Postal Workers Union

- 8 -

WHEREAS, employees may be assigned shifts at any time during a twenty-four (24) hour period, making it difficult to find childcare and causing attendance issues, therefore be it

Resolved, the postal service will provide licensed childcare facilities available to all postal employees in an effort to help reduce poor attendance and help with the retention of employees.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

**ARTICLE 2
INTERPRETERS**

Indiana Postal Workers Union

- 9 -

WHEREAS, clerks are assigned window duties requiring interpreters, therefore be it

Resolved, if an employee is used as an interpreter, they will be compensated at the level 7 rate.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

**ARTICLE 6
NO LAYOFF**

Indiana Postal Workers Union

- 10 -

WHEREAS, many employees are not covered by the layoff protection, therefore be it

Resolved, layoff protection shall be negotiated lowering to three (3) years of creditable service.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 7

PREVENT USE OF PTFs IN LEVEL 21 + POST OFFICES

Washington Postal Workers Union

- 11 -

WHEREAS, Article 7.3.A.1 states that "With respect to the clerk craft, there will no longer be part-time flexible (PTF) employees working in Function 1 or in post offices Level 21 and above. part-time flexible (PTF) employees may work in Function 4 offices Level 20 and below, and

WHEREAS, many Installations that are level 21 or higher contain stations and branches that are finance units rated as 20 or below, and

WHEREAS, these stations and branches are unable to hire part-time flexibles (PTF) because they are part of a level 21+ Installation, and

WHEREAS, even though these Installations only have one postmaster, management is attempting to claim a Level 20 stations or branch office counts for the Level 20 or below use of a part-time flexible (PTF) and are borrowing part-time flexibles (PTF) from nearby offices, therefore be it

Resolved, that the wording for Article 7.3.A.1 add the words "installations or" before the words "post offices" in the first half, and the words " installation or post " before the second use of the word " office" so that it would read: "With respect to the clerk craft, there will no longer be part-time flexible (PTF) employees working in Function 1 or in installations or post offices Level 21 and above. part-time flexible (PTF) employees may work in function four installations or post offices Level 20 and below."

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 7

ESTABLISH THE 32 HOUR WORKWEEK FOR FULL-TIME REGULAR EMPLOYEES

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
Minnesota Postal Workers Union * North Dakota Postal Workers Union

- 12 -

WHEREAS, the forty (40) hour workweek was won by labor action and unions of the past, and was never an end goal in itself, and

WHEREAS, the United Auto Workers Union has included a thirty-two (32) hour workweek in its list of demands in their current strike action, and

WHEREAS, pilot programs where companies transitioned to a thirty-two (32) hour workweek have mostly been successful when implemented, leading to increases in both productivity and employee well-being; and

WHEREAS, management should not be the only benefactor to technological modernization and its associated increase in productivity, therefore be it

Resolved, to establish a thirty-two (32) hour workweek for all full-time regular employees with no loss in pay or benefits.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 7
EXCEPTIONS

Alabama Postal Workers Union

- 13 -

WHEREAS, part-time flexibles (PTF) who are career employees are guaranteed only one (1) non-scheduled day each service week, except during the peak exception period, and

WHEREAS, management schedule part-time flexibles (PTF) off on Sunday while offices are closed, as their non-scheduled day, therefore be it

Resolved, all part-time flexibles (PTF) will be guaranteed a minimum of one (1) non-scheduled day each service week, except during the peak season exception period. In offices that are normally closed on Sunday, part-time flexibles (PTF) will be scheduled and guaranteed a minimum of one (1) non-scheduled day each service week other than Sunday.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 7
POSTAL SUPPORT EMPLOYEES DISTRICT CAPS

Indiana Postal Workers Union

- 14 -

WHEREAS, the Collective Bargaining Agreement (CBA) provides for district postal support employee (PSE) caps and locals received more postal support employees (PSE) than needed, therefore be it

Resolved, Article 7.1.B.5 be changed to read "by facility" instead of by district.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 7
PSES FOUR (4) HOUR OFFICE
CONVERTED TO PTF CAREER IN SAME RMPO

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
Minnesota Postal Workers Union * North Dakota Postal Workers Union

-15 -

WHEREAS, PSEs in level four (4) hour remote managed post office (RMPO) do not have a twenty-four (24) month conversion, and

WHEREAS, there is the twenty-four (24) month conversion in the Administrative Post Office (APO) for postal support employees (PSEs) in level 18 and 20, and

WHEREAS, PTFs have (4) hour guarantees, therefore be it

Resolved, when a (4) hour remote managed post office (RMPO) postal support employee (PSE) reaches twenty-four (24) months of service there will be an auto conversion to a career PTF effective as of the first day of the following pay period, and be it further

Resolved, that the postal support employee (PSE) that converts will be converted in place in that remote managed post office (RMPO) and will have the preference right to not work elsewhere.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 7

REMOTE MANAGEMENT POST OFFICE CONVERSIONS

Iowa Postal Workers Union

- 16 -

WHEREAS, there are clerks in four (4) hour Remote Management Post Office (RMPO) offices that lack conversion chances, and

WHEREAS, postal support employees (PSEs) in level 20 and above automatically convert to career after two (2) years, and

WHEREAS, conversions in level 20 offices tend to block opportunities for postal support employees (PSEs) in their Cluster RMPOs and

WHEREAS, postal support employees (PSEs) cannot help in a level 18 office which leave those offices understaffed, and

WHEREAS, if the cluster had more PTFs, then staffing would be less problematic, therefore be it

Resolved, American Postal Workers Union (APWU) seeks to negotiate language to create automatic conversion to career in level 4 offices or offices are staffed by career employees only.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 8

AUTOMATICALLY PAY HOURS WORKED OVER 60

Washington Postal Workers Union

- 17-

WHEREAS, current understaffing makes useless the prohibition against working clerk or maintenance employees more than twelve (12) hours in a workday or sixty (60) hours in a work week, and

WHEREAS, management is working employees longer than these limits regularly but only paying the established remedy of additional .5 times the overage at the straight time rate when it is grieved by the union, and

WHEREAS, members without active grievance do not get paid this extra amount, and

WHEREAS, this is a waste of union time, therefore be it

Resolved, that the extra payment for these violations automatically paid through Time and Attendance Collection System (TACS) just as penalty overtime is.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 8

CHANGE OF SCHEDULE

Wisconsin Postal Workers Union

- 18 -

WHEREAS, employees should have the right to work the schedule they bid on and not have management move it back and forth for "needs of the service," therefore be it

Resolved, when an employee bids a job, management may only change the start time of the job by one (1) hour (clerks), one time per contract.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 8

DECISIONS REGARDING PS FORM 3189

Michigan Postal Workers Union

- 19-

WHEREAS, article 3 of the collective bargaining agreement outlines management rights, including the right to direct employees and maintain the efficiency of operations, and

WHEREAS, the application of Article 3 has extended to decisions regarding the approval or denial of PS Form 3189 request, which allow employees to request temporary schedule changes for personal convenience, and

WHEREAS, the collective bargaining agreement is quiet on policies that govern the process and criteria for evaluating PS Form 3189 request, leading to potential misuse of Article 3 based on subjective criteria such as emotions rather than operational needs, and

WHEREAS, it is essential that the needs of the service, when used to deny request, be clearly defined, proven, and communicated to ensure fairness and transparency, therefore be it

Resolved, that when a PS Form 3189 request is denied under the authority of Article 3, management must provide a written explanation that details how the denial is based on specific operational requirements or the maintenance of the efficiency of the operations, be it further

Resolved, that this written explanation must include evidence or a detailed rationale that clearly supports the decision, non-traditional full time (NTFT) overtime desired list (OTDL) Restriction that denials are not based on subjective judgments but on concrete verifiable needs of the service.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 8

ENSURING EQUITABLE WORK HOURS FOR EMPLOYEES

Massachusetts Postal Workers Union * Iowa Postal Workers Union
Utah Postal Workers Union * Michigan Postal Workers Union
California Postal Workers Union

- 20 -

WHEREAS, the American Postal Workers Union represents a diverse workforce of Postal Support Employees and Part-time Flexible Employees within the United States Postal Service (USPS), and

WHEREAS, part-time flexible (PTF) employees play a vital role in the daily operations of United States Postal Service (USPS) facilities, providing essential services to communities across the nation, and

WHEREAS, disparities in work hours among part-time flexible (PTF) employees can lead to dissatisfaction, inequity, and inconsistency in scheduling, affecting both employee morale and operational efficiency, and

WHEREAS, it is the responsibilities of the American Postal Workers Union (APWU) and United States Postal Service (USPS) management to ensure fair and equitable treatment of all employees, regardless of their employment states of hours worked, therefore be it

Resolved, the American Postal Workers Union (APWU) and United States Postal Service (USPS) management shall collaborate to establish a framework for ensuring equitable distribution of work hours and days among part-time flexible (PFT) employees working in an installation, and be it further

Resolved, United States Postal Service (USPS) management shall implement measures to monitor and track work hours for part-time flexible (PFT) employees, including the use of electronic timekeeping systems or other suitable methods doing away with manual timecards, and be it finally

Resolved, in adopting this resolution, the American Postal Workers Union (APWU) and United States Postal Service (USPS) affirm their commitment to promoting fairness, equity, and respect for all employees, and to ensuring that part-time flexible (PTF) employees receive the consistent and equitable work hours they deserve.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 8

**NON-TRADITIONAL FULL TIME (NTFT)
OVERTIME DESIRED LIST (OTDL) RESTRICTION**

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
North Dakota Postal Workers Union

- 21 -

WHEREAS, overtime opportunities exist in officers staffed by Non-Traditional Full Time (NTFT) duty assignments, and

WHEREAS, occupied Non-Traditional Full Time (NTFT) duty assignments are allowed to sign the Overtime Desired List (OTDL), and

WHEREAS, these duty assignments are less than eight (8) hours a day schedule, therefore, be it
Resolved, these Non-Traditional Full Time (NTFT) duty assignments are available for Out of Schedule (OOS) premium and overtime (OT) due to being on the Overtime Desired List (OTDL) in the installation, and be it finally

Resolved, the Non-Traditional Full Time (NTFT) duty assignments in the installation on the Overtime Desired List (OTDL) will be allowed to work up to twelve (12) hours in a workday.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 8

NOTICE OF SCHEDULE CHANGE

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
Minnesota Postal Workers Union * North Dakota Postal Workers Union

- 22 -

WHEREAS, minimum work hour guarantees are addressed in the Collective Bargaining Agreement (CBA) Article 8. D-E, and

WHEREAS, management believes that these employees are one phone call away, and

WHEREAS, these employees may be driving outside the commuting distance, therefore, be it

Resolved, management must notify employees prior to the end tour of the previous workday that their schedule is being changed for the next scheduled workday.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 8

OVERTIME

Indiana Postal Workers Union

- 23 -

WHEREAS, article 8.4.E states that prior to utilizing a postal support employee (PSE) in excess of eight (8) hours in a day and overtime time desired (ODL) clerk should be used and a memo on page 327 stated during the four(4) week period prior to accounting period three (3) full time employees will used prior to using a postal support employee (PSE) in excess of eight (8) hours in a day or forty (40) hours in a week, therefore be it

Resolved, that article 8.4.E be amended to include eight (8) hours in a day or forty (40) hours in a week.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 8
OVERTIME DESIRED LIST NOTIFICATION

Michigan Postal Workers Union

- 24-

WHEREAS, employees being burden by management without given reasonable amount of time, and WHEREAS, it is essential to ensure that employees are given adequate time to prepare for and accommodate any additional work hours required beyond their regular schedule, and

WHEREAS, calling overtime in not a reasonable amount of time, does not give a guarantee on the manpower needed, and therefore be it

Resolved, employees should be notified of overtime requirements at least one (1) hour in advance before their scheduled end tour, unless otherwise stated their Local Memorandum of Understanding (LMOU) and be it further

Resolved, we can establish a more supportive work environment where employees feel valued in their roles.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 8
OVERTIME DESIRED LIST (OTDL) SOLICITATION

Michigan Postal Workers Union

- 25 -

WHEREAS, article 8 of our national agreement establishes a time frame to sign up for the overtime desired list in Article 8 of our contract, and

WHEREAS, at times more efficient procedures can be negotiated locally yet Article 8 section 5 (a) prohibits an alternative process for signing up for the overtime desired being included in Local Memorandum of Understanding (LMOU) discussions, and

WHEREAS, the agreement between the National Association Letter Carriers (NALC) and the United States Postal Service states " Employees desiring to work overtime shall place their name on the " Overtime Desired" list during the two (2) weeks prior to the start of the calendar quarter, and their names shall remain on the list until such time as they remove their names from the list, and therefore be it

Resolved, article 8 section 5 (a) be amended to add the following sentence at the end: A.Two (2) weeks prior to the start of calendar quarter shall place their names on an Overtime Desired List unless another process is negotiated locally by the parties their Local Memorandum of Understanding (LMOU.)

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 8
PART TIME FLEXIBLES AT TWENTY-FOUR HOURS PER PAY PERIOD

New York Postal Workers Union

- 26 -

WHEREAS, the union is motivated to providing livable wages for all employees Article 8 E does not, therefore be it

Resolved, change Article 8.E from twenty-four (24) hours per pay period to twenty-four (24) hours per week.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 8
PENALTY OVERTIME

Arkansas Postal Workers Union

- 27 -

WHEREAS, it is more than apparent that management has no problem working employees past the sixty (60) hour limitations in Article 8.5 section F even if they have to pay the additional 50% violation, therefore be it

***Resolved*, that the national union negotiate language in Article 8.5, Section F, which says any violation of the sixty (60) hour limitation has a remedy attached that every violation has an automatic remedy of administrative leave equal to the hours of the violation.**

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 8
POSTAL SUPPORT EMPLOYEES' DAYS OFF

Arkansas Postal Workers Union

- 28 -

WHEREAS, management is continually giving certain postal support employees (PSEs) they favor better days off than other PSEs and this causes there to be a disparity in treatment between PSEs, therefore let it be

***Resolved*, that management is to rotate days off equally and evenly between all PSEs in a facility.**

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 8

PSE OPTING ABSENCE OF A FULL-SERVICE WEEK OR MORE

Albuquerque Local

- 29 -

WHEREAS, the JCIM article 8.3 states "Postal Support Employees (PSEs) will be allowed to opt on a seniority basis for full-time (traditional and non-traditional) vacant, residual assignments in the installation for which they are qualified, and which are not assigned to career employees," and

WHEREAS, management will not allow a postal support employee (PSE) to opt on an assignment that a career employee has been working on a detail or has been on scheduled leave for a week or more, and

WHEREAS, management is allowed to cover supervisor absences of fourteen (14) days or more through the Memorandum of Understanding (MOU) Re. Clerk Craft Jobs states, "the employer will eliminate the usage of 204B(s) except in the absence or vacancy of a supervisor for fourteen (14) days or more," and

WHEREAS, Article 8.2.C defines a work week as follows: "The employee's normal work week is five (5) scheduled days, and

WHEREAS, management will deny the postal support employee (PSE) solely because the position is not vacant in terms of not held by a current full-time regular (FTR) clerk despite it being operational feasible and otherwise not actively being worked by a clerk, and

WHEREAS, the sister union National Association Letter Carrier's (NALC) contract specifically defines a vacant duty assignment for opting as follows "vacant duty assignments of regular carriers who are on leave or otherwise unavailable to work for five or more days," therefore be it

Resolved, that the language includes postal support employee (PSE) opting of scheduled absences of five (5) or more days, and be it further

Resolved, that the language includes postal support employee (PSE) opting of scheduled details where the position is otherwise left absent.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 8

PSE OVERTIME

Alabama Postal Workers Union

- 30 -

WHEREAS, full-time regular employees (FTR) on the appropriate overtime desired list who are available and qualified are not allowed to work overtime prior to the use of postal support employees (PSE), therefore be it

Resolved, add prior to utilizing a postal support employee (PSE) in excess of eight (8) straight time work hours in a service day or forty (40) hours in a service week.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 8

PART-TIME FLEXIBLE (PTF) GUARANTEES

Pennsylvania Postal Workers Union

- 31 -

WHEREAS, a part-time flexible requested or scheduled to work is guaranteed four (4) hours of work (or pay in lieu of work.) To the extent practicable, the four hours should be consecutive, and

WHEREAS, management is scheduling the part-time flexible (PTF) for less than the four (4) hour guarantee, in another office to begin their tour, and additional hours in the home office later in the day to equal four (4) hours, and

WHEREAS, management is working the part-time flexible (PTF) less than the four (4) hour guarantee, and

WHEREAS, management may not solicit employees to work less than their call-in guarantee, nor may employees be scheduled to work if they are not available to work the entire guarantee, and

WHEREAS, management feels that as long as the hours worked by the part-time flexible (PTF) equal four (4) hours whether or not the part-time flexible (PTF) was subject to a split shift, and shifts in multiple offices, therefore be it

Resolved, management will schedule part-time flexibles (PTF) for the full four (4) hours guarantee as consecutive work hours from the beginning of their tour, whether they are scheduled in their home office, or another office they are being loaned to, not schedule the guaranteed hours throughout the day.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 8

PTF WORK SCHEDULES

Iowa Postal Workers Union

- 32 -

WHEREAS, management makes changes constantly to work schedules after posting, and
WHEREAS, this leaves part-time flexibles (PTFs) without the ability to adjust their personal life accordingly, and

WHEREAS, USPS still will have the flexibility of adjusting hours on a weekly basis and in emergency situations, therefore be it

Resolved, negotiate language that establishes when part-time flexible (PTF) work schedules will be posted and cannot be changed except for an emergency. If violated, the employee will be compensated at a 50% premium for all hours forced to work outside their posted schedule.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 8

WEEKEND PREMIUMS

Iowa Postal Workers Union

- 33 -

WHEREAS, management schedules employees to work weekends, and
WHEREAS, children do not go to school on weekends and working takes away from family time,
and

WHEREAS, the work being performed on weekends can be performed during the week, and

WHEREAS, management is reverting desirable duty assignments vacated by senior employees,
therefore be it

Resolved, that the national American Postal Workers Union (APWU) negotiate the expansion of Sunday Premium pay to include any part of which is within the period commencing at 6pm Friday and ending a 6am Monday, shall be paid extra compensation at the rate of 25% of the employees base hourly rate of compensation for each hour of work performed during that period of service.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 8

WORK HOUR GUARANTEES

Iowa Postal Workers Union

- 34-

WHEREAS, prior to the 2021 contract two (2) hour guarantees were applied anytime a Part-time Flexible (PTF) employee showed up for work they were guaranteed two (2) hours of work or pay in lieu of, and

WHEREAS, in the 2021 contract the only thing that changed with the applicable language was to change the two (2) hours to four (4) hours, and

WHEREAS, the postal service has taken a position that the four (4) hours is only guaranteed with consecutive hours or after more than a two (2) hour break, and

WHEREAS, the postal service won an arbitration where if you work two (2) hours and then have more than a two (2) hour break then the guarantee only applies once you come back to work, therefore be it

Resolved, when you report to work, you are guaranteed four (4) hours of work. If you have a break of more than two (2) hours, you are guaranteed another four (4) hours of work.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 8.5

ENHANCE FAIRNESS AND FLEXIBILITY IN OVERTIME ASSIGNMENTS

Michigan Postal Workers Union

- 35-

WHEREAS, the current policy for overtime assignment mandates that those on the Overtime List are automatically considered for all available overtime, regardless, of individual available or willingness, and

WHEREAS, this approach can result in the selection of higher seniority employees who wants to be available for overtime, but may not wish to work overtime, while overlooking lower seniority employee who are willing and eager to work additional hours, and

WHEREAS, a more flexible system would allow for better planning throughout the week, improving morale and reducing unnecessary burdens on employees who prefer not work overtime, and

WHEREAS, a more flexible system would allow for better planning throughout the week, improving morale and reducing unnecessary burdens on employees who prefer not to work overtime,

WHEREAS, enable employee who desire overtime to actually volunteer for extra hours would lead to more satisfied workers and efficient staffing, therefore be it

Resolved, Article 8.5.C.1.a. When the need for overtime arises, employee arises, employees on the Overtime Desired List will be given the opportunity daily to confirm their willingness to work overtime that day or week, b. Employees who confirm willingness shall be prioritized for overtime assignments. If these are still needed, others from the list may be assigned overtime in order of seniority. c. those absent or on leave shall be passed over, be it further

Resolved, that employees on the Overtime List shall indicate their daily or weekly willingness to work overtime, with management prioritizing those who express a desire to work additional hours. Should voluntary participation be insufficient, overtime will be assigned in rotation according to Article 8.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 9

ELIMINATE THE TWO TIER PAY SCALE

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
North Dakota Postal Workers Union

- 36 -

WHEREAS, a two (2) tier pay scale is unfair to current career employees, and

WHEREAS, it creates confusion to employees, and

WHEREAS, other unions have successfully eliminated two (2) tier pay scales, therefore be it

Resolved, the union negotiate to get rid of the two (2) tier pay scale.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 9
EQUITABLE PAY

Florida Postal Workers Union

- 37 -

WHEREAS, the promotion rules for employees are based on the date of hire for the employee (2011 before and after), and

Whereas, the mail-handler craft has a unique advantage, in pay, when promoting/transferring into an American Postal Workers Union (APWU) craft, therefore be it

Resolved, that the national APWU negotiate/adjust a similar promotion rule that allows for a more equitable pay adjustment that matches those of APWU represented employees promoting with the APWU crafts.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 9
INCREASE THE PAY SCALE BY TWO HIGHER STEPS

Wisconsin Postal Workers Union * Minnesota Postal Workers Union
North Dakota Postal Workers Union

-38 -

WHEREAS, recent increases in wages for employees performing similar work in similar industries have made our wages less competitive, and

WHEREAS, our cost-of-living adjustment (COLA) has not been sufficient to cover the cost of inflation, or other expenses like rent, therefore be it

Resolved, that we will add two (2) higher steps to all bargaining unit employees' pay scales.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 9
NIGHT SHIFT DIFFERENTIAL

Iowa Postal Workers Union

-39 -

WHEREAS, night shift differential premium has not kept up with inflation and has remained stagnant for several contracts for at least twenty-six (26) years, and

WHEREAS, society has placed a premium on work/life balance, and

WHEREAS, working between 6pm at 6am puts undue hardship on families, and

WHEREAS, many employees are trapped in these undesirable hours due to lacking seniority, and

WHEREAS, many employees used to receive night shift differential at 10% of their hourly wage, therefore be it

Resolved, the postal service pays out night shift differential premium at 10% of employee's hourly wage.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 9
POSTAL GRADES 3-7

New York Postal Workers Union

- 40 -

WHEREAS, Career employees appointed on or after May 23, 2011, will progress to lower top steps, therefore be it

Resolved, article 9.2 Postal Service (PS) grades 3-7 be able to achieve top step of O.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 10
CHARGING PTFs FOR APPROVED LEAVE

Eastern Montgomery County PA Area Local

- 41 -

WHEREAS, if a part-time flexible (PTF) makes a valid request for annual leave for a specific day, and such leave is approved, then the leave will be recorded for that specific day, and

WHEREAS, when a part-time flexible (PTF) has been previously granted annual leave, the annual leave will not be unilaterally changed to an off day solely to make the part-time flexible (PTF) available for an extra day of work at the straight-time rate, and

WHEREAS, management fails to manage the schedule resulting in this part-time flexible (PTF) leave (especially for those days towards the end of the work week (Thursday-Friday) not being charged, and

WHEREAS, part-time flexible (PTF) leave that is not charged denies other employees in the installation leave opportunities, therefore be it

Resolved, annual leave requested by a part-time flexible (PTF) should be put into the time and attendance collection system (TACS), when it is approved, and this request and approved leave should not be reduced due to management's inability to manage the part-time flexible (PTF) hours.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 10
CHOICE OF VACATION PERIOD

Alabama Postal Workers Union

-42 -

WHEREAS, employees who earn twenty (20) or twenty-six (26) days annual leave per year are only granted up to fifteen (15) days of continuous annual leave during the choice period, therefore be it

Resolved, employees who earn twenty (20) or twenty-six (26) days annual leave per year be granted twenty (20) or twenty-six (26) days of continuous annual leave during the choice period.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 10

**DONATION OF ANNUAL AND SICK LEAVE
TO BARGAINING UNIT EMPLOYEES**

Wisconsin Postal Workers Union * North Dakota Postal Workers Union
Minnesota Postal Workers Union

-43 -

WHEREAS, employees may be incapacitated such that they cannot fill out the required donation forms for obtaining annual leave, and

WHEREAS, the donation of annual leave may not be sufficient to cover the absence of an incapacitated employee, therefore be it

Resolved, that employees will be permitted to donate sick leave in addition to annual leave, and be it further

Resolved, the postal service will develop an alternative means for which employees can donate their leave to incapacitated employees who cannot ask for donation forms.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 10

EARNED LEAVE

Arkansas Postal Workers Union

-44 -

WHEREAS, people only accrue annual leave and sick leave based on a pay period and whereas, pay periods can range from eighty (80) to one hundred twenty (120) hours per pay period with no additional leave accrued for over eighty (80) hours worked, therefore be it

Resolved, that for every eighty (80) hours of overtime an employee works during the year, their annual leave and sick leave balances will be increased by the amount they earn during a pay period, payable as accrued.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 10

EMPLOYEES WHO DO NOT ABUSE SICK LEAVE

Wisconsin Postal Workers Union

- 45-

WHEREAS, employees who do not abuse sick leave receive the most discipline, because management refuses to touch employees with FMLA, and

WHEREAS, management never has to use sick leave when they only work four (4) hours and their "banked hours when they work over eight (8) hours are not tracked, therefore be it

Resolved, all management must clock in every day and use sick leave or annual leave to support their absence when not at work to justify the ELM requirement for all employees that employees should be regular in attendance.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 10

ENSURE PROPER HANDLING OF FORM 3971 REQUEST

Michigan Postal Workers Union

- 46-

WHEREAS, currently there is no requirement for supervisors to immediately provide a signed and dated copy of Form 3971 to an employee upon submission, creating a risk of mishandling or loss of the form, and

WHEREAS, the lack of immediate confirmation for receipt of Form 3971 can lead to disputes and lack of proof in case of discrepancies or disagreements between supervisors and employees, and

WHEREAS, such discrepancies can result in an increase in grievances, confusion, and potential altercation between Executive Administrative Schedule (EAS) and bargaining unit employees, and

WHEREAS, ensuring that employees received a signed and dated copy of their Form 3971 immediately upon submission will improve record keeping enhance transparency, and reduce the likelihood of false infractions, therefore be it

Resolved, article 10 shall be amended, with the addition to Section 2 Leave Regulations C. PA Form 3971, Request for or Notification of Absence, is used to indicate the leave category to which an employee’s absence from duty is to be dated in the Signature of Notification block on the PS 3971 Form, and provide a copy to the employee upon request, be it further

Resolved, that this policy shall apply regardless of whether the submission is approved or denied, thus not affecting management’s opportunity or time to consider the ramifications of such decisions, and the implementation of this policy will assist in maintaining accurate records and minimize misunderstanding and grievances related to leave request.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 10

INCREASE VACATION TIME WITH AN UPDATED ANNUAL LEAVE ACCRUAL SCHEDULE

Wisconsin Postal Workers Union * North Dakota Postal Workers Union

- 47-

WHEREAS, postal employee wages are not as competitive as other comparative industries, and
WHEREAS, less time spent working is associated with greater well-being, both physical, mental, and emotional, and

WHEREAS, increased leave is associated with increases in productivity from employees, therefore be it

Resolved, change the amount of annual leave such that one more week of vacation is provided to employees, and be it further

Resolved, that the contract will incorporate a new annual leave accrual schedule to provide one more week of vacation, and be it further

Resolved, that the new leave annual leave accrual schedule will be as follows:

- **Thirteen (13) days of annual leave accredited a year when the employee has worked fewer than three (3) years.**
- **Twenty (20) days of annual leave accredited a year when the employee has worked at least three (3) years.**
- **Twenty-six (26) days of annual leave accredited a year when the employee has worked at least eight (8) years.**
- **Thirty-two and a half (32.5) days of annual leave accredited when the employee has worked at least fifteen (15) years.**

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 10

LEAVE

Alabama Postal Workers Union

- 48 -

WHEREAS, American Postal Workers Union (APWU) employees are not permitted to take annual leave during the month of December, as other crafts, therefore be it

Resolved, American Postal Workers Union (APWU) employees will be allowed to take leave during December, extending primary leave to all year.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 10

MAKE THE 520 ANNUAL LEAVE CARRY OVER PERMANENT

Wisconsin Postal Workers Union * Minnesota Postal Workers Union * North Dakota Postal Workers Union

-49 -

WHEREAS, management can roll over 520 hours of annual leave per year, and extending it the bargaining units would only be equitable, and

WHEREAS, there were three (3) years of previous Memorandum of Understandings (MOUs) between United States Postal Service (USPS) and the American Postal Workers Union (APWU) during the height of the COVID-19 pandemic which allowed for the rollover of 520 hours of annual leave for bargaining unit employees, and

WHEREAS, these previous Memorandum of Understandings (MOUs) created a precedent for the carryover of annual leave and established its feasibility, therefore be it

Resolved, the carryover of 520 hours of annual leave for bargaining unit employees shall be permanent.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 10

MATERNITY LEAVE

Iowa Postal Workers Union

- 50 -

WHEREAS, USPS currently offers no paid maternity leave for parent during the birth of a child, and WHEREAS, new mothers could potentially exhaust their sick leave during pregnancy and be left with a financial burden, and

WHEREAS, multiple countries and employers currently offer up to forty-eight (48) weeks, the United States is the last place in the world for countries who offer this benefit, therefore be it

Resolved, USPS will provide twenty-six (26) weeks of paid paternity/maternity leave to new parents in addition to sick leave and annual leave.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 10
UNLIMITED ANNUAL LEAVE DONATIONS

Iowa Postal Workers Union

- 51-

WHEREAS, many postal employees have maxed out annual leave balances and many new employees do not have built up annual leave balances for maternity leave or emergency situations, and
WHEREAS, many postal employees have family that work for the postal service, and
WHEREAS, there are too many restrictions on Annual Leave Donations, therefore be it
Resolved, postal employees can donate any portion of their annual leave to any postal employee they wish, at any time.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 10
UNLIMITED SICK LEAVE DONATIONS

Iowa Postal Workers Union

-52 -

WHEREAS, many postal employees have a large amount of sick leave, and many new employees may not have built an adequate supply of sick leave to handle medical emergencies and chronic conditions, and
WHEREAS, many postal employees have family that work for the postal service, and
WHEREAS, there is currently nothing that allows sick leave donations, therefore be it
Resolved, postal employees can donate any portion of their sick leave to any postal employee they wish, at any time.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 11
ADDITIONAL HOLIDAY

Michigan Postal Workers Union

-53 -

WHEREAS, Good Friday is a significant religious holiday observed by many Americans, and
WHEREAS, recognizing Good Friday as a United States Postal Service (USPS) would allow employees to observe this important day with their families and communities, and
WHEREAS, the United States Postal Service (USPS) strives to promote diversity inclusion and accommodation of religious practices among its employees, and
WHEREAS, designating Good Friday as a United States Postal Service (USPS) holiday would demonstrate respect for religious diversity and promote a positive work life, therefore be it
Resolved, the American Postal Workers union (APWU) will negotiate with its United States Postal Service (USPS) counterparts over additional holidays.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 11
PART-TIME FLEXIBLE HOLIDAY

Arkansas Postal Workers Union

- 54 -

WHEREAS, part-time flexibles (PTFs) do not have holiday pay, therefore be it
Resolved, that to remove paragraph based on unfairness as PTFs do not have holiday pay to take away and also it is punitive, and the contract should not be punitive.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 11
PSE HOLIDAY

Alabama Postal Workers Union

-55 -

WHEREAS, Postal Support Employees (PSE) are career employees who are required to work every holiday, they are not allowed to spend time with their families. Postal Support Employees (PSE) who are non-career and required to work are benefitted with guaranteed holiday pay or leave in exchange, therefore be it

Resolved, all part-time flexible employees (PTF) shall receive six (6) major holidays per year with full benefits, same as all Postal Support Employees (PSE).

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 12
COMPARATIVE WORK HOUR REPORT FOR ALL EXCESSING

Elgin Local

- 56 -

WHEREAS, when a local receives a notice of impact, a designated number of clerk craft employees are designated for excessing outside of their installation, and

WHEREAS, if a clerk is definitely one of those designated for excessing by virtue of their standing on the seniority roll, they contractually do not become "identified as an impacted employee" until they receive their sixty (60) day Notice of "Offer of Withheld Residual Vacancy," and

WHEREAS, if a clerk identified as one being excessed goes on the Special Clerk 21 Day and expresses a desire for a duty assignment in an office found on the Special Clerk 21 Day posting either prior to or after receiving a sixty (60) day notice of being designated as an impacted employee, they are considered as having made a "voluntary reassignment," and

WHEREAS, despite a clerk being 100% assured of being "involuntarily" excessed out of their current installation and thus forced to make a choice of a new office to relocate to, by choosing a feasible duty assignment on the Special Clerk 21 Day they have made what is designated as a "voluntary reassignment" and thus become in eligible to receive retreat rights, and

WHEREAS, article 12.4.C states that when employees are excessed out of their installation, a Comparative Work Hour Report will be provided to substantiate whether the excessed employees should be offered retreat rights back to their installation, and

WHEREAS, employees who were identified by the notice of impact to be excessed who "voluntarily" chose to relocate to a duty assignment on the Special 21 Day eReassign posting do not have retreat rights, therefore be it

Resolved, a Comparative Work Hour Report will be initiated for every installation that receives notice of the impact for the excessing of employees to see if the employees should be returned. All employees that were termed as either making "voluntary" or "involuntary" reassignments will be granted retreat rights by seniority (at their option) if so, warranted by the report.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 12
RETREAT RIGHTS TO IMPACTED EMPLOYEES

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
Minnesota Postal Workers Union

-57 -

WHEREAS, article 12 retreat rights are only provided to full time employees involuntarily reassigned outside the installation or section 12.4, and

Whereas, identified impacted employees have no retreat right provisions when they voluntarily eReassign on the twenty-one (21) day clerk craft priority opportunity posting, and

Whereas, these identified impacted employees voluntarily leave with no retreat right provisions, therefore be it

Resolved, that identified impacted employees within an installation who voluntarily eReassign on the twenty-one (21) day priority reassign posting shall be provided the same retreat rights as involuntary reassigned employees.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 12

LOCAL PRESIDENT IN ATTENDANCE AT REGIONAL MEETING

Elgin Local

- 58-

WHEREAS, when a local receives a notice of impact, a designated number of clerk craft employees are designated for excessing outside of their installation, and

WHEREAS, the notice of impact may contain errors that need correction. There may be factors that have not been taken into consideration concerning the installation's current and post-excessing operations that may factor in determining the number to be excessed, and

WHEREAS, article 12.5.B.4 states there will be a regional meeting following regional notification of an installation's need to reduce employee's numbers by other than attrition, and

WHEREAS, many meetings due to distance constraints are now done on Zoom or similar platforms, therefore be it

Resolved, the regional coordinator or their designee will reach out to the local president to review the notice of impact prior to the regional meeting. The local union president will be allowed to be in attendance in the regional meeting as a spectator and be allowed to speak only if called upon so as to not be disruptive.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other _____

ARTICLE 14

AEDS IN ALL POST OFFICES

Louisiana Postal Workers Union

- 59 -

WHEREAS, the United States Postal Service (USPS) has and is aware of its aged workforce, and

WHEREAS, the Lafayette, Louisiana Processing and Distribution Center (PDC) has had four members, Anthony Roberson, Joseph Charles and Leroy Presley, die on the clock and 1 member recently, Former Maintenance Craft Director Joseph Lee, died due to a heart attached in honor of their loss, and

WHEREAS, Narcan was made available as a safety measure for employees and the community, automated external defibrillators (AEDs) would be readily available for our elderly customers and surrounding area, therefore be it

Resolved, that the United States Postal Service (USPS) issue automated external defibrillators (AEDs) in all post offices, logistics and distribution centers (LDCs), sorting and distribution centers (SDCs), regional processing and distribution center (RPDCs), remotely managed post offices (RMPOs), and Administrative post offices (APOs), and be it finally

Resolved, that all related contractual language be amended to reflect this action upon contractual agreement or arbitrators' ruling.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 14

ESTABLISHMENT OF A WORKPLACE VIOLENCE REPORTING FORM

Florida Postal Workers Union

- 60-

WHEREAS, the United States Postal Service has an obligation to ensure the safety of its employees by creating and maintaining a violence free work environment, and

WHEREAS, workplace violence can occur at or outside of a postal facility while a postal employee is working and can range from bullying, intimidation, harassment, threats, and verbal abuse to physical assaults, and

WHEREAS, according to O.I.G. Report HR-AR-16-004, the Postal Inspection Service investigates assaults and threats against employees, while the OIG investigates allegations of hostile work environment and sexual harassment, and

WHEREAS, at present, with the exception of an aging and inefficient program identified by the Postal Service as the "Workplace Environment Tracking System," which the USPS uses as its national repository for workplace environment incidents to analyze data, identify trends, and develop preventative measures, there is no specific protocol or Postal form for employees to utilize to notify management of a hostile work environment, or bullying behavior nor is there a requirement for management to take action on such reports and/or report feedback of their findings, and

WHEREAS, in the absence of such specific Postal Form, when employees attempt to utilize the established **PS Form 1767, Report of Hazard, Unsafe Condition or Practice**, to report workplace violence incidents, bullying and/or a hostile work environment, the USPS does not approve, and/or recognize the current form as a means or process to report and address these types of workplace incidents, and

WHEREAS, the utilization of PS Form 1767 for the purpose of reporting workplace violence incidents is ineffective, as management has stated that there is no requirement for them to investigate such reports, nor respond to the reported incidents listed on this form, therefore be it

Resolved, that the American Postal Workers Union (APWU) and United States Postal Service (USPS) at the national level jointly develop a new PS Form for the reporting of Hostile Work Conditions, Environments and bullying to include specific instructions for management to investigate reported individual incidents, take appropriate corrective actions on offending individual(s), and report such findings to the President of the local American Postal Workers Union (APWU).

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 14
LOCAL SAFETY COMMITTEE

Long island Area Local

- 61-

WHEREAS, article 14.4 states; At each postal installation having fifty or more employees, a joint Labor Management Safety and Health Committee will be established, and

WHEREAS, article 14.4 further states; In installations having fewer than fifty (50) employees are encouraged to establish similar committees when requested by the union, and

WHEREAS, article 14.4 states; The Safety and Health Committee shall meet at least quarterly and at such other times as requested by a committee member and approved by the chairperson in order to discuss significant problems or items, and

WHEREAS, the safety and health of employees should be priority of United States Postal Service (USPS) management and is not when management is given an option, and

WHEREAS, article 14.4 states the employer will designate the chairperson, therefore be it

Resolved, that a local safety committee be created in every postal facility to be comprised of one (1) person from the union for each American Postal Workers Union (APWU) represented craft within the installation with an equal number of management officials, and be it further

Resolved, that the chairperson be designated by the union, and be it finally

Resolved, the local safety committee will meet monthly on the clock.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 14.3C
JOINT SAFETY INITIATIVES

Wisconsin Postal Workers Union

-62 -

WHEREAS, Article 14.3C says the last contract called for joint safety initiatives between American Postal Workers Union (APWU) and United States Postal Service (USPS) officials over safety concerns was put in the contract, and

WHEREAS, safety with covid and following covid continues to be a joke and safety concerns at the post office continues to be a problem with fixing issues at various locations, therefore be it

Resolved, that individuals' officewide safety concerns not being dealt with in a timely manner be addressed with an American Postal Workers Union (APWU) representative and USPS personnel that do not work at that facility decide how to handle that situation. Currently United States Postal Service (USPS) guy comes in and says that United States Postal Service (USPS) is complying without any proof.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 15

**ALLOW "AREA" LOCALS TO FILE SINGLE CLASS ACTION GRIEVANCES
COVERING MULTIPLE OFFICES ON A PARTICULAR ISSUE**

New York Postal Workers Union

- 63 -

WHEREAS, According to Article 15, Section 2, when "compliance" type issues arise the burden is on the Area Local to file separate grievances for each office in the area. Here in New York State, Area Locals such as Central New York, Rochester etc., and the State Organization itself are responsible for Members-at-Large (MALs), are compelled to file separate grievances in each office affected by a "compliance" issue. This includes hundreds of local grievances, and

WHEREAS, the burden on Area Locals when "compliance" issues arise is costly in terms of time, manpower and resources. This problem can be rectified with the following amendment to Article 15, Section 2, therefore be it

Resolved, that Article 15, Section 2 be amended to state that: "When it is necessary to grieve "compliance" or similar type issues, area locals shall be authorized to file class action grievances for offices in their local. This same authorization shall apply to state organizations responsible for Members-at-Large (MALs).

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 15

BACKPAY 8038/8039

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
Minnesota Postal Workers Union * New York Postal Workers Union
Michigan Postal Workers Union * North Dakota Postal Workers Union
Iowa Postal Workers Union

- 64 -

WHEREAS, the completion and processing of Postal Service (PS) Form 8038 and Postal Service (PS) Form 8039 is a very time-consuming process that puts a financial burden on the employee, and

WHEREAS, the postal service is not properly staffed to efficiently process incoming Postal Service (PS) Forms 8038 and 8039, and

WHEREAS, the postal service labor relations representatives are responsible for completing and submitting the Form 8039 and there no mandate them to send local unions the ability to review the 8039 prior to its submission, and

WHEREAS, there is currently no contractual obligation that will mandates the postal service to notify the local union if the (PS) Forms 8038/8039 was returned to labor relations.; therefore, be it

Resolved, that new language be placed in Article 15 for the union to review the competed 8038/8039 prior to management completion and submission of the documents, and and be it further

Resolved, if PS Forms 8038/8039 are returned to local labor relations the American Postal Workers Union (APWU) regional coordinator will be notified by mail and/or electronically of the date and time documents were returned, and be it further

Resolved, that the parties negotiate a process that mandates the postal service to complete the entire back pay process within sixty (60) days of receipt of the PS Form 8038 from the employee, and be it further

Resolved, that the postal service will individually compensate both the employee and the local union, a fee of \$100.00 for each seven (7) day increment beyond the sixty (60) days that the process should have been completed, and be it finally

Resolved, if the back pay process fails to be completed after ninety (90) days the Postal Service will individually compensate both the employee and local union, a fee of \$200.00 for each seven (7) day increment beyond ninety (90) days.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 15
CLASS ACTION GRIEVANCES

Michigan Postal Workers Union

-65 -

WHEREAS, in larger facilities, the plant manager or postmaster can give a directive instruction, or and it applies to all the facilities in that installation, and

Whereas, in small associate offices, the Post Office Operations Manager (POOM) serves in the same fashion as said plant manager or installation postmaster and gives directives to multiple different postmasters within his/her jurisdiction, and

Whereas, the union, in larger facilities, can file a class action grievance to cover all those inside the said larger facilities, and

Whereas, the local union must file individual grievances with each postmaster/office, instead of being able to file a class-action grievance covering all offices under its' jurisdiction,

Whereas, currently, only a National Business Agent (NBA) can file a district -wide grievance covering more than one office, therefore be it

Resolved, that the American Postal Workers Union (APWU) will negotiate with their counterparts and include in the national agreement language that will allow when management makes a decision that affects more than one associate office, the affected union/local may file a class action grievance to cover more than office.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTILCE 15
DISCIPLINE TIMELINES

Iowa Postal Workers Union

- 66 -

WHEREAS, management is the moving party in discipline cases, and

WHEREAS, management fails to bargain in good faith and fails to meet with the union within the prescribed time limits in accordance with Article 15, and

WHEREAS, if the union fails to meet its time limits prescribed in Article 15, the grievance could be deemed untimely and denied, therefore be it

Resolved, that the national American Postal Workers Union (APWU) negotiate to add language in Article 15.4.c to read as follows: In discipline cases, failure by the employer to schedule a meeting or render a decision on any of the steps of this procedure within the time herein provided (including mutually agreed time extension periods) shall result in the grievance remedy, as rested, being awarded in its entirety.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 15
FULLY APPOINT ARBITRATION PANELS

Michigan Postal Workers Union

- 67 -

WHEREAS, article 15 of the 2021 Collective Bargaining Agreement (CBA) requires four (4) separate arbitration panels per district, with three (3) arbitrators per panel, and

WHEREAS, Michigan 22 District currently has two (2) arbitrators appointed and

WHEREAS, postal management has engaged in an effort to degrade express service across America, AND

WHEREAS, evidence shows management has engaged in a concerted effort to slow the arbitration process and bottleneck proceedings, and

WHEREAS, American Postal Workers Union (APWU) members covered by the Chicago national business agent office have had to wait as much as four (4) years for arbitration for removal cases since the COVID-19 pandemic, and

WHEREAS, Chicago National Business Agent (NBA) have reported a two (2) year backlog for expedited for arbitration, and

WHEREAS, the 2018 Collective Bargaining Agreement (CBA) sets a minimum of three (3) regular arbitration cases be heard per arbitration date, and six (6) minimum per expedited arbitration date, therefore be it

Resolved, American Postal Workers Union (APWU) national shall, per Article 15 appoint arbitration panels in the Michigan 2 district as required by the contract, and be it further

Resolved, in addition, the national office shall conduct a nationwide review per Article 15, appoint arbitrators per the contract in all districts which do not have the number of arbitrators required by the contract.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 15
GRIEVANCE ARBITRATION

Iowa Postal Workers Union

-68 -

WHEREAS, the union recognizes the importance of timely resolutions of grievances to ensure fair treatment and uphold the rights of its members, and

WHEREAS, the current frequency of grievance arbitration sessions is insufficient to address the growing number of grievances and uphold the interests of our members effectively, and

WHEREAS, securing better pay and improved working conditions for our members is a top priority for the union, and

WHEREAS, increasing the number of arbitrators available for grievance arbitration will expedite the resolution process and ensure fairness and efficiency, therefore be it

Resolved, that the union shall increase the frequency of grievance arbitration session to no less than four (4) contractual and four (4) disciplinary arbitrations per state, per month, effective immediately, and be it further

Resolved, that the union shall allocate additional funding toward securing arbitrators with the aim of improving their availability to arbitrate cases, and be it further

Resolved, that the United States Postal Service (USPS) and the union shall take necessary steps to increase the number of arbitrators available for grievance arbitration to ensure timely resolution of grievances and uphold the rights of our members.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 15

GRIEVANCE ARBITRATION TRACKING SYSTEM (GATS) ACCESS

Louisiana Postal Workers Union

- 69 -

WHEREAS, United States Postal Service (USPS) management is manipulating their Grievance Arbitration Tracking System (GATS), and

WHEREAS, the union's grievances are being deleted from the Grievance Arbitration Tracking System (GATS), and

WHEREAS, the membership is denied justice due to the delay created, lack of transparency of the United States Postal Service (USPS) Grievance Arbitration Tracking System (GATS), and that the union are the movers of grievances, therefore be it

Resolved, that all American Postal Workers Union (APWU) presidents or their designees, national craft directors or their designees, and national business agents or their designees, have access to the United States Postal Service (USPS) Grievance Arbitration Tracking System (GATS), and be it finally

Resolved, that all related constitutional language be amended to reflect this action upon contractual agreement or arbitrators' ruling.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 15

GRIEVANCE PAYMENTS

Arkansas Postal Workers Union

- 70 -

WHEREAS, management has no repercussions for not following the contract and whereas that creates no incentive for them to ensure they comply, therefore be it

Resolved, that whoever the member of management was that created the violation be required to pay 5% of the settlement out of their own income.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 15
GRIEVANCE TIMELINE IMPROVEMENT

Amarillo Local

- 71-

WHEREAS, local unions adhere to the process of submitting a grievance through the various steps to include supporting information and communications with local United States Postal Service (USPS) Management at step one and at step two. With no resolution, at step two, the grievance is forwarded to step three for mediation and/ or it is not honored; it is returned for non-compliance. At non-compliance it is again scheduled for hearing and resolution, creating further delay to an agreed settlement, therefore be it

Resolved, that American Postal Workers Union (APWU) and United States Postal Service shall establish timelines for grievance resolution and settlements through the grievance process, not to exceed one hundred twenty (120) days from the step three filings. American Postal Workers Union (APWU) shall insure that each grievance is assigned to the appropriate national business agent to shepherd said grievance through the process and coordinate with United States Postal Service (USPS) labor to meet the one hundred twenty (120) daytime limit. This resolves grievances, reduces grievance backlog, improves working conditions, and improves morale of the work force.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 15
IDENTIFY AND REPORT MANAGERS ABUSING GRIEVANCE SYSTEM

Amarillo Local

- 72-

WHEREAS, when a grievance is presented to management for resolution, management often delays or refuses payment. This is an abuse of the system causing delayed or denied payment. Unreported and undocumented bad faith negotiating is a tool to discourage American Postal Workers Union (APWU) employees and reduce management liability for contract violations, therefore be it

Resolved, American Postal Workers Union (APWU) and United States Postal Service (USPS) shall establish a reporting structure for frivolous delay tactics of individual USPS managers/supervisors. A procedure shall be implemented to encourage those individual USPS managers/supervisors to conduct settlements at the lowest level, thus reducing settlement cost and grievance backlog. An individual United States Postal Service (USPS) manager/supervisor with a history of denial of previously awarded grievances violations in a specific contract area shall be identified as not negotiating in good faith. Interest shall be applied to all new settlement balances of those grievances denied by those identified USPS managers/supervisors as of the filing date of step three. Interest rate shall be weekly average one (1) year constant maturity (nominal) Treasury yield, as published by the Federal Reserve System.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 15

INCREASE NUMBER OF DAYS TO DISCUSS STEP 1 GRIEVANCES

Illinois Postal Workers Union

-73 -

WHEREAS, the National Business Agents (NBA) nor the assigned representatives of the postal service are required to negotiate, discuss, resolve contract issues or discipline on weekend days, and

WHEREAS, the local and state and national representatives have a fourteen (14) day window in which to file or initiate a grievance, and

WHEREAS, the local American Postal Workers Union (APWU) representatives most times work on the weekends, and

WHEREAS, most times when the representatives are working on the weekends, management will not or sometimes state that the representative's services are needed, therefore be it

Resolved, that the American Postal Workers Union (APWU) attempt to negotiate that the weekend days be excluded from the fourteen (14) day window in which the steward or officer has to file or initiate a grievance.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 15

INTEREST FOR DELAYED GRIEVANCE PAYMENT

Amarillo Local

- 74-

WHEREAS, when a grievance is settled by pre-arbitration or arbitration awarded or is in non-compliance and is remanded back to the Local management for settlement (payment); management often delays or refuses payment, therefore be it

Resolved, American Postal Workers Union (APWU) and United States Postal Service (USPS) shall establish timelines for grievance resolution payments and settlements through the grievance process, not to exceed thirty (30) days from the remand back for settlement/payment. union and management shall agree interest is accrued and payable, beginning the 31st day after remand. Interest rate shall be the weekly average one (1) year constant maturity (nominal) treasury yield, as published by the Federal Reserve System.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 15
NONCOMPLIANCE

New York Postal Workers Union

- 75 -

WHEREAS, the Collective Bargaining Agreement (CBA) requires the grievance and arbitration settlements are final and binding, and

WHEREAS, postal management is continuously in a noncompliance status, sometimes for months and years delaying due process to the American Postal Workers Union (APWU) membership, and

WHEREAS, locals are forced to go to arbitration to get their settlements/arbitration decisions enforced, and

WHEREAS, when the United States Postal Service (USPS) either delays or ignores or refuses to comply with any grievance settlement, labor management agreement or decision of an arbitrator, such actions are punitive attacks on the American Postal Workers Union membership, the American Postal Workers Union local/state union, the validity of our collective bargaining agreement and our dispute resolution process, therefore be it

Resolved, that there be language added to Article 15 of the Collective Bargaining Agreement (CBA) that states: if the union has to file a noncompliance grievance for enforcement of a grievance settlement or arbitration decision, that the postal service is liable for all administrative costs to be paid to the local within sixty (60) days of such decision.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 15
PAYMENT FOR GRIEVANCE VIOLATIONS

Michigan Postal Workers Union

-76 -

WHEREAS, management constantly states to the union that the National Agreement is our contract and not theirs, even though it has its' own handbook number (EL-915 for the American Postal Workers Union (APWU) contract covering Clerks, Maintenance, Motor Vehicle, etc.), and

WHEREAS, currently, the United States Postal Service pays for all remedies of the National Agreement (Collective Bargaining Agreement (CBA) /EL-915) out of the monies designated from the General Fund, and

Whereas, there is no deterrent for management not to violate the contract since the monies paid do not directly or indirectly come from the manager or supervisor committing said offense, and

Whereas, the only language which could be found where the member of management is directly charged is when he/she does not respond to a request for information and proper labor board charges are filed, and

Whereas, not only is there nothing to disincentives violating the contract, but it also appears management is awarded when they do it constantly by receiving promotions, therefore be it

Resolved, the American Postal Workers Union (APWU) will work with either the United States Postal Service or the United States Congress (if a bill is required to be passed) to make management directly responsible for their actions by requiring the supervisor/manager to pay for violations of up to \$500 (if individually filed or as a class action) per violation /incident. Any other monies owed to the union or employee in excess of \$500 will be paid by the postal service (as it currently handles.)

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 15
RECURRING VIOLATIONS
Michigan Postal Workers Union

- 77 -

WHEREAS, management in some locations have adeptly adjusted their budgets to comfortably accommodate the cost of grievances, effectively budgeting for violations as if they were standard operating expenses, and

WHEREAS, there is hesitation in arbitration to argue for punitive damages or similar compensation to prevent recurring violations, therefore be it

Resolved, locally, the union and management will negotiate a monetary value for resolving Article 15 violations that stem from repetitive breaches of the collective bargaining agreement.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 15
SEPARATE PANEL FOR REMOVALS

Las Vegas Area Local * Stockton Local * Reno Local * Tri-County Area Local * Modesto Area Local *
Bakersfield Area Local * Sacramento Area Local * East Bay Area Local * Fresno Area Local *
San Francisco Local * San Jose Area Local * Oakland Local * Channel Islands Area Local

- 78 -

WHEREAS, the employee on a removal is financially harmed by being off work for a long period of time pending arbitration, and

WHEREAS, the postal service should be ready to arbitrate removals immediately since management has already completed a thorough investigation and had the removal action reviewed and concurred with, and

WHEREAS, the postal service acquires large liabilities when discipline is not adjudicated in a timely manner, and

WHEREAS, the adjudication of removals in a timely manner is a benefit to both parties, therefore be it

Resolved, that the parties shall establish a separate arbitration panel for removal actions, be it further

Resolved, that all removals shall be arbitrated within ninety (90) days and the employee shall remain either on the clock or at work during this ninety (90) daytime period.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 15
TIMEFRAME FOR GRIEVANCE ARBITRATION TRACKING SYSTEM
(GATS) PAYMENTS TO BE PAID OUT

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
Minnesota Postal Workers Union * North Dakota Postal Workers Union

-79 -

WHEREAS, the period of time it currently takes (for submissions involving) receive Grievance Arbitration Tracking System (GATS) settlement payments is not clearly defined in Article 15.4.a, and

WHEREAS, a clear timeframe for monetary grievance settlements and arbitration awards has not been defined in Article 15.4.a., therefore be it

Resolved, to amend Article 15.4.a. to add specific language to establish a thirty (30) day timeframe for management to submit to the union copies of the appropriate pay adjustment forms including confirmation that such forms were submitted to the appropriate postal officials for compliance and that action has been taken to ensure that affected employees receives payment and/or other benefits.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 15
UNION GRIEVANCE ARBITRATION

Utah Postal Workers Union * California Postal Workers Union * Colorado Postal Workers Union

- 80 -

WHEREAS, the union recognizes the importances of timely resolution of grievances to ensure fair treatment and uphold the rights of its members, and

WHEREAS, the current frequency of grievance arbitration sessions is insufficient to address the growing number of grievances and uphold the interests of our members effectively, and

WHEREAS, securing better pay and improved working conditions for our members is a top priority for the union, and

WHEREAS, increasing the number of arbitrators available for grievance arbitration will expedite the resolution process and ensure fairness and efficiency; therefore, be it

Resolved, that the union shall increase the frequency of grievance arbitration sessions to no less than four (4) contractual and four (4) disciplinary arbitrations per state per month, effective immediately; and be it further

Resolved, that the union shall allocate additional funding towards securing arbitrators, with the aim of improving their availability to arbitrate cases; and be it finally

Resolved, that the United States Postal Service (USPS) and Union shall take necessary steps to increase the number of arbitrators available for grievance arbitration to ensure timely resolution of grievances and uphold the rights of our members.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 15

USPS PROVIDE UNION PROOF OF GATS PAYMENT

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
Minnesota Postal Workers Union * North Dakota Postal Workers Union

- 81-

WHEREAS, the union is not currently notified when a grievance and arbitration tracking system (GATS) payment is processed, therefore be it

Resolved, establish a process to ensure management provides notification to the local union verifying grievance and arbitration tracking system (GATS) payment for monetary awards have been issued.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 15.4

PAYMENT OF GRIEVANCES TO SEPARATED OR RETIRED EMPLOYEES

Albuquerque Local

- 82 -

WHEREAS, the collective bargaining agreement Article 15.4 states "The Employer will provide the union copies of appropriate pay adjustment forms, including confirmation that such forms were submitted to the appropriate postal officials for compliance and that action has been taken to ensure that affected employee(s) receive payment and/or other benefits. In the event that an employee is not paid within sixty (60) days after submission of all the necessary paperwork," and

WHEREAS, the management will attempt to bargain in bad faith with union officials that since employees have retired or have since separated that they are no longer in the system to process payment, and

WHEREAS, the management that does enter payment to employees who have retired or have separated that the paper check will go to their last financed office with no process in place to ensure check was sent to the grievant or that grievant was notified, and

WHEREAS, there are an unknown number of checks that have gone stale or left uncollected, therefore be it

Resolved, that the language be included in the collective bargaining agreement Article 15.4 that includes payment of employees who have been separated, retired, or otherwise no longer on the payroll will be entitled full compensation within the same sixty (60) days, and be it further

Resolved, that management will mail checks to employees who have been separated, retired, or otherwise no longer on the payroll within ten (10) days of receipt to their last known address, and be it finally

Resolved, that the language includes a process for management to notify the union that a check issued as a result of a grievance is unmailable or has been returned for any separated, retired, or otherwise no longer on the payroll. So that the union can assist in notifying grievants of their uncollected check.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 16

INCLUDE POSTAL SUPPORT EMPLOYEES IN ARTICLE 16 OF THE COLLECTIVE BARGAINING AGREEMENT (CBA) FOR DISCIPLINARY ACTIONS

Puerto Rico Area Local

- 83-

WHEREAS, the Collective Bargaining Agreement (CBA) between the United States Postal Service (USPS) and the American Postal Workers Union (APWU) aims to protect the rights and welfare of all employees, including Postal Support Employees (PSEs), and

WHEREAS, the Joint Contract Interpretation Manual (JCIM) provides further clarification and interpretation of the provisions in the Collective Bargaining Agreement (CBA), ensuring consistent application across the United States Postal Service, and

WHEREAS, the American Postal Workers Union (APWU) Puerto Rico Area Local 1070 Constitution seeks to ensure fair treatment and representation for all its members, including Postal Support Employees (PSEs), and

WHEREAS, Postal Support Employees are currently not covered by the National Agreement until after their probationary period, leading to potential unjust termination without proper recourse, and

WHEREAS, in Puerto Rico and other jurisdictions, Postal Support Employees (PSE) have been terminated for unjust reasons such as attending Veteran Administration (VA) medical appointments, being called up for military duty, reporting unsafe working conditions, or suffering workplace injuries for which they were not at fault, and

WHEREAS, article 16 of the Collective Bargaining Agreement (CBA), which outlines the procedures for disciplinary actions and grievances, should be applicable to Postal Support Employee (PSE) under limited circumstances to ensure fair treatment, therefore be it resolved

Resolved, that the American Postal Workers Union (APWU) Puerto Rico Area Local 1070 formally proposes the Postal Support Employees (PSE) within their first 90 days of employment be granted the right to grievance wrongful termination, ensuring they have access to a fair and impartial grievance process, be it further

Resolved, that Article 16 of the Collective bargaining Agreement (CBA), which covers disciplinary procedures, should be applicable to the Postal Support Employees within their first 90 days under limited circumstances, such as cases of alleged wrongful termination, to provide them with protection and recourse against unjust actions, be it further

Resolved, that this proposal be presented to the American National Negotiation Committee for inclusion in future negotiations and amendments to the Collective Bargaining Agreement (CBA) and Joint Contract Interpretation Manual (JCIM) to ensure consistent and fair application across the United States Postal Service (USPS) installations.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 16.2

ENSURE VERIFIABLE DOCUMENTATION OF MEETNGS

Michigan Postal Workers Union

-84 -

WHEREAS, under the current implementation of Article 16.2, there is no mandate method for creating indisputable proof that a meeting between Executive Administrative Schedule (EAS) employees and bargaining unit employees has occurred, and

WHEREAS, the absence of credible documentation for such meetings allows for the possibility of disputes over whether meeting took place, potentially leading to unfair disciplinary actions, and

WHEREAS, ensuring a reliable and verifiable records of meetings protect the rights of the disciplinary process, and

WHEREAS, the collective bargaining agreement supports the documentation of meetings, yet lacks specific enforcement mechanisms to ensure compliance, therefore be it

Resolved, that all meetings between Executive Administrative Schedule (EAS) employees and bargaining unit employees conducted in accordance with Article 16.2 may be documented through either sealed envelope containing meeting minutes signed by both parties or an equivalent electronic exchange that can be archived and retrieved as needed, be it further

Resolved, this approach will provide mutual verification of meetings, safeguard against discrepancies and ensuring transparency.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 17

ALLOW STEWARD TIME TO TRACK GRIEVANCES

Wisconsin Postal Workers Union * South Dakota Postal Workers Union

Minnesota Postal Workers Union * North Dakota Postal Workers Union

-85 -

WHEREAS, article 17 allows for time for stewards to investigate and process grievances, the specificity is not clear enough, therefore be it

Resolved, that management be directed not to deny stewards time for investigating GATS payment information pertaining to grievances.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 17
APPOINTMENT OF STEWARDS

Alabama Postal Workers Union

-86 -

WHEREAS, there is an increase of violations to the contract and there is a need for more representation to meet the needs of the employees, therefore be it

Resolved, make the following change to the Steward certification: Up to forty-nine (49) employees- 2 stewards; 50-100 employees - 3 stewards; 101-201 employees - 4 stewards; 202-500 employees- 6 stewards; 501 or more - 7 stewards plus 3 alternates.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 17
GRIEVANCE PROCESSING FOR MAL OFFICES

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
Minnesota Postal Workers Union * North Dakota Postal Workers Union

-87 -

WHEREAS, Article 17.4 of the American Postal Workers Union (APWU) main table Collective Bargaining Agreement (CBA) obligates the postal service to pay a union steward for time spent in grievance handling, including investigation and meetings with the employer, and

WHEREAS, article 17.2.C of the American Postal Workers Union (APWU) main table Collective Bargaining Agreement (CBA) states that steward service to installations with twenty (20) or less craft employees where the union representative certified to the employer in writing and compensated by the union may perform the duties of a steward, and

WHEREAS, regional representatives for a state American Postal Workers Union (APWU) are currently being paid by the state American Postal Workers Union (APWU) for any time spent processing grievances for MAL offices, therefore be it

Resolved, that Article 17.2.C of the APWU main table Collective Bargaining Agreement (CBA) be negotiated to obligate the postal service to pay a certified state APWU representative whether said representative is in a lost time situation or not, for time spent in processing grievances for Member At Large (MAL) installations where the violation occurred.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 17
MINIMUM NUMBER OF HOURS
GUARANTEED STEWARD TIME PER DAY

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
North Dakota Postal Workers Union

- 88 -

WHEREAS, the post office is unreasonably denying steward time, and
WHEREAS, stewards constantly fight to get steward time, therefore be it
Resolved, a certified steward will be guaranteed a minimum of four (4) consecutive hours of steward time per scheduled workday.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other___

ARTICLE 17
NEW EMPLOYEE ORIENTATION

Arkansas Postal Workers Union

-89 -

WHEREAS, new employees only get a few minutes with a union representative during orientation, and
WHEREAS, their responsibilities as a United States Postal Service employee and the proper way to handle situations that may arise with management, therefore be it
Resolved, that the union negotiate it to be that the union representatives get a two (2) hour orientation with new hires to explain and answer any concerns about the union and what we do.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 17
PAID STEWARD TIME

California Postal Workers Union * Michigan Postal Workers Union

- 90-

WHEREAS, Article 17.2.C of the collective bargaining agreement states, To provide steward service to installations with twenty (20) or less craft employees where the union has not certified a steward, a union representative certified to the employer in writing and compensated by the union may perform the duties of a steward; therefore, be it
Resolved, that the union representative will be compensated by the employer to perform duties.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other___

ARTICLE 17

PAID STEWARDS TIME

Colorado Postal Workers Union

-91 -

WHEREAS, article 17.2.C of the collective bargaining agreement states: To provide steward service to installations with twenty (20) or less craft employees where the union has not certified a steward, a union representative certified to the employer in writing and compensated by the union may perform the duties of a steward, therefore be it

Resolved, the union representative will be compensated by the employer to perform the duties to include time on the clock and travel time.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 17

WRITTEN USPS NOTIFICATION TO APWU

Iowa Postal Workers Union

-92 -

WHEREAS, the parties are obligated to bargain in good faith, and communication is key to ongoing dispute resolution, and

WHEREAS, the parties have agreed to time limits for pursuing disputes, and

WHEREAS, the union is obligated in Article 17 to certify the stewards in writing who have been authorized to investigate and pursue the resolution of disputes, and

WHEREAS, there is no reciprocal obligation on behalf of the United States Postal Service (USPS) to notify the union in writing of current members of management with grievance/dispute resolution responsibilities, and

WHEREAS, United States Postal Service (USPS) is in flux, and management or organizational changes which affect individual duties and responsibilities is not widely communicated to the union, and

WHEREAS, not having the same notification obligation as the union has resulted in delays in the dispute resolution process resulting from the unions inability to identify and notify the proper union officials, therefore be it

Resolved, the American Postal Workers Union (APWU) seek to negotiate appropriate language to require the United States Postal Service (USPS) to notify the union in writing whenever there is a promotion or change in the individuals that will be/are assigned to resolve disputes with the union at all levels of the process, to include local, state and national designees.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 17

SUBSTANTIATE THE NEEDS OF SERVICE FOR STEWARD TIME

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
Minnesota Postal Workers Union * North Dakota Postal Workers Union

- 93 -

WHEREAS, management has exercised arbitrary and unsubstantiated reasons denying steward time, therefore be it

Resolved, that management provide the union a detailed statement of the business service needs.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 19

FMLA SUBMISSION

Michigan Postal Workers Union

- 94 -

WHEREAS, currently Human Resource Shared Services Center (HRSSC) accepts facsimile (fax) transmission of FMLA cases from the employee and/or their physician, and

Whereas, the use of fax machines is starting to go away and are less and less prevalent in the business environment, and

Whereas, electronic mail is becoming the standard for submission of items to businesses and such, and

Whereas, the employee may need to send and have a record that Human Resource Shared Service Center (HRSSC) has received their paperwork, and it was submitted in time, therefore be it

Resolved, the American Postal Workers Union (APWU) negotiate with their counterparts in management to establish a published email address for the family medical leave act (FMLA) department (e.g. fmal@usps.gov) in the same manner as the fax number (651-456-6055) is known and can be used for submission of all family medical leave act (FMLA) documents for the individual's case.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 19

MILITARY LEAVE AND PAY FOR PSEs

Florida Postal Workers Union

-95 -

WHEREAS, Article 7.1.B states that postal service employees (PSEs) are hired from an appropriate register, and are the only category of non-career employees established to work within the American Postal Workers Union bargaining unit, and

Whereas, several rights and benefits of employment are offered to career employees as well as to non-career employees, and

Whereas, many of these rights and benefits were once denied to non-career employees, but have subsequently been changed to allow such rights and benefits to currently apply to non-career employees, and

Whereas, present language in Employee Labor Relations Manual (ELM) 517.2 states, "The Postal Service supports employee service in the Reserve or National Guard, and no action is permitted to discourage either voluntary or non-voluntary participation" It further states, "...PSEs are permitted to be absent, but are not eligible for paid military leave....," and

Whereas, such restrictive language does real financial harm to postal support employees (PSEs) and their families who have signed on to represent the United States of America, in case they are called up to serve in the Reserve or National Guard, and

Whereas, such restrictive language also reduces the potential continuation of their employment status with the USPS, thus adding to employee turnover, which is a stated concern of a recent Office of Inspector General (OIG) Report regarding retention of postal support employee (PSE) employees, therefore be it

Resolved, that the USPS change the provisions of EML 527.2, as well as other controlling rules and regulations regarding Military Pay for postal support employees (PSEs), to allow postal support employees (PSEs) to take Military Leave and receive Military Pay, as with all other United States Postal Service (USPS) employees.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 19

OWCP RELATED INJURIES

Iowa Postal Workers Union

- 96 -

WHEREAS, there is an ongoing issue for employees trying to find a provider willing to treat Office of Workers' Compensation Program (OWCP) related injuries, and

WHEREAS, in some cases, employees have to find providers in other states who are willing to treat them, therefore be it

Resolved, the postal service and the union will work together to create a way to streamline the claim process to address the issues of employees not being able to find a provider.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 19
PUB 552 AND ZERO TOLERANCE

Wisconsin Postal Workers Union

- 97 -

WHEREAS, Pub 552 and zero tolerance is a complete joke as far as discipline for management, and
WHEREAS, when a plant manager, supervisor, postmaster, gets accused of harassing or intimidating the employees he/she gets investigated by you guessed it fellow plant managers, supervisors and postmasters which show way too much leniency let alone any discipline sought from their investigations, and

WHEREAS, United States Postal Service (USPS) is only using PUB 552 to attack the workers and especially union officials that are here to help the union members, and

WHEREAS, United States Postal Service (USPS) uses zero tolerance as a threatening and intimidation rule when talking to employees and union officials, therefore be it

Resolved, that when a plant manager, supervisor, any United States Postal Service (USPS) manager and/or postmaster gets accused of harassing, threatening and intimidating bargaining unit employees that there are equal number of American Postal Workers Union personnel investigating the matter as to the number of USPS management personnel, and be it further

Resolved, that there be consensus between the two parties as to the proper discipline action to be suggested and followed for harassing, threatening, and intimidating United States Postal Service (USPS) management and if there is a disagreement that it be settled by a third-party neutral mediator.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other___

ARTICLE 21
HEALTH BENEFITS

Iowa Postal Workers Union

-98 -

WHEREAS, the postal service currently pays 95% of premiums for American Postal Workers Union (APWU) Consumer Driven Option only, therefore be it

Resolved, the postal service will pay 95% of premiums for both High Option and Consumer Driven Option.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other___

ARTICLE 24

LEAVE FOR UNION CONVENTION

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
Minnesota Postal Workers Union * North Dakota Postal Workers Union

-99 -

WHEREAS, Article 24.2.a requires management to allow leave or leave without pay (LWOP) for the purpose to attend conventions and/or assemblies, therefore be it

Resolved, that the term assemblies be expanded to include caucuses, training and all travel days associated with said conventions, assemblies, caucuses, and trainings.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 25

HIGHER LEVEL

Alabama Postal Workers Union

- 100-

WHEREAS, the registry department is a highly secure area, handling high valued commodity and requiring clearance and bonding of all employees that work in there, therefore be it

Resolved, all employees working in the registry department be paid Level 7 pay. Upgrade all jobs in the registry department to level 7.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 25

**LEAD CLERK DUTY JOB DESCRIPTIONS
FOR SALES AND SERVICE ASSOCIATE (SSA), AUTOMATION, AND CUSTOMER SERVICE**

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
Minnesota Postal Workers Union * North Dakota Postal Workers Union

-101 -

WHEREAS, there is a lot of overlap between clerk craft job descriptions; and
WHEREAS, management has level 6 clerks performing level 7 duties; and
WHEREAS, most duties are non-managerial, non-supervisory; and
WHEREAS, the United States Postal Service (USPS) is required to provide the union job descriptions twice a year; therefore, be it

Resolved, that the union negotiate and clarify what is higher level bargaining unit work.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 26

CLOTHING ALLOWANCE

Arkansas Postal Workers Union

- 102 -

WHEREAS, all American Postal Workers Union (APWU) represented employees do not receive a clothing allowance, therefore be it

Resolved, for American Postal Workers Union (APWU) to negotiate the work clothes program for all American Postal Workers Union (APWU) employees not covered by a uniform program.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 26

CLOTHING ALLOWANCE

Iowa Postal Workers Union

-103 -

WHEREAS, currently not all clerks receive a clothing allowance, and

WHEREAS, the work is dirty and causes damage to clothing, therefore be it

Resolved, all clerks who do not currently receive a clothing allowance will be afforded an annual clothing allowance.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 26

UNIFORMS AND WORK CLOTHES FOR EXPEDITORS

Washington Postal Workers Union

-104 -

WHEREAS, the union and management have negotiated an annual allowance for eligible employees in the regular uniform program and work clothing program, and

WHEREAS, currently, the expeditors do not qualify as "eligible employees" for the regular uniform program and work clothing program, and

WHEREAS, expeditors are the ebb and flow of the mail and often work in extreme weather conditions, both hot and cold, on the docks, and

WHEREAS, expeditors often need cold weather gear to work safely in the cold environment, and conversely, gear for the hot environment, therefore be it

Resolved, change the eligibility of expeditors to allow for a uniform allowance each year.

Previously Adopted ___ Concurrence ___ Nonconcurrence Referred ___ Other _____

ARTICLE 26

WORK CLOTHING ALLOWANCE FOR THE CLERK CRAFT

Washington Postal Workers Union

- 105 -

WHEREAS, Employee Labor Relations Manual (ELM) section 931.22 states: Work Clothes are provided to certain employees:

- a. Who performs dirty work or work with toxic materials.
- b. When it is important that they be recognized and identified with the postal service, work clothes are provided for employees who work in the public view.
- c. To certain full-time employees working full time in areas where work clothing is essential, and

WHEREAS, distribution and mail processing clerks also perform work that is dirty and sometimes contains toxic materials, and

WHEREAS, many clerks in the smaller post offices perform cleaning duties and work outdoors where work clothing is essential, and

WHEREAS, all clerks are required to wear postal approved footwear that needs to be replaced often due to the nature of the work performed, therefore be it

Resolved, that the national officers fight for contract provisions that would allow for all clerks to receive either a uniform or work clothes allowance.

Previously Adopted ___ Concurrence ___ Nonconcurrence Referred ___ Other

ARTICLE 29

USPS PAY FOR BUSINESS USE INSURANCE

Iowa Postal Workers Union

- 106 -

WHEREAS, Executive and Administrative Schedule (EAS) Privately Owned Vehicle (POV) Program ("EAS POV Program" or "Program") is designed to compensate eligible supervisors and other non-bargaining EAS employees - i.e., supervisors who perform street supervision, and postmasters who must drive to or between remotely managed post offices (RMPOs) - for the incremental costs associated with the use of their privately owned vehicles for work-related purposes.

WHEREAS, under the program, eligible employees who use their privately owned vehicles for work-related purposes will be reimbursed for the following: Their mileage and the cost of adding business-use coverage or a commercial rider on their existing insurance policies, if necessary, and

WHEREAS, APWU members do not receive this reimbursement, therefore be it

Resolved, all American Postal Workers Union (APWU) members be eligible for reimbursement for business use insurance when they use their private vehicles for postal duties.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 30
3971 REQUESTS
IN OFFICES WITHOUT A LOCAL UNION STRUCTURE (LMOU)

Wisconsin Postal Workers Union* South Dakota Postal Workers Union *
Minnesota Postal Workers Union * North Dakota Postal Workers Union

- 107-

WHEREAS, the Local Memorandum of Understanding for Offices Without a Local Union Structure states any request for incidental annual leave will be acted upon and returned to the employee within seventy-two (72) hours of receipt by management, or the leave will be considered approved, and

WHEREAS, management fails to act upon 3971 requests whether it be Annual Leave, Sick Leave, Union Leave, Leave Without Pay, etc. within seventy-two (72) hours; and

WHEREAS, management has mailed 3971s to the employee's home address, therefore be it

Resolved, that we amend the verbiage of Local Memorandum of Understanding for Offices Without a Local Union Structure to state all 3971 requests will be acted upon and returned to the employee within seventy-two (72) hours of receipt by management, or the leave will be considered approved.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 30
BASIC WORK WEEK
FOR OFFICES WITHOUT A LOCAL UNION STRUCTURE

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
Minnesota Postal Workers Union * North Dakota Postal Workers Union

- 108 -

WHEREAS, the Local Memorandum of Understanding for Offices Without a Local Union Structure reads at Item #5 in pertinent part: "The choice vacation period shall start on the first day of the employee's basic work week pursuant to Section 10.3.E of the 2021 National Agreement. Exceptions may be granted by agreement among the employee, the union representative and the employer;" and

WHEREAS, this language is a direct lift out of the national agreement; and

WHEREAS, this language has been codified in Article 10 of the Collective Bargaining Agreement (CBA) since the 1973 Collective Bargaining Agreement (CBA) was signed off; and

WHEREAS, post plan was implemented in 2014; and

WHEREAS, the existing language has been implemented in most Local Memorandum of Understandings (LMOU) applying to offices that are represented under a local, or area local union structure; and

WHEREAS, the existing language is ambiguous at best, and allows for varying interpretation by both APWU stewards, management, and the membership, causing undue stress to our members; and

WHEREAS, clerks reassigning from one cluster to another have issues because the existing language causes differing application issues from office to office, even in the same state: therefore, be it

Resolved, that item #5 of the Local Memorandum of Understanding for Offices Without a Local Union Structure be amended to read: "The choice vacation period shall start on the first day of the employee's basic work week pursuant to Section 10.3.E of the 2021 National Agreement." For the purpose of consistent application of this provision, the "employee's basic work week" shall be defined as the first day following the employee's first scheduled day off in the service week."

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 30

SET RFI TIME FRAME TO BE RETURNED TO UNION. DEFINE TIMELY IN CONTRACT.

Wisconsin Postal Workers Union* South Dakota Postal Workers Union
Minnesota Postal Workers Union * North Dakota Postal Workers Union

- 109 -

WHEREAS, there is no established time frame provided in Article 30 regarding request for information (RFI) responses, and

WHEREAS, the timely and accuracy of grievances is predicated upon receiving requests for information (RFIs) in a timely fashion, therefore be it

Resolved, article 30 has an additional line item that requires a three (3) day response time, unless the local negotiates a different time period.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 30

UPDATING PROVISIONS OF LMOU DUE TO SDC ACTIONS

Elgin Local

- 110 -

WHEREAS, when a local receives a notice of impact, a designated number of clerk craft employees are designated for excessing outside of their installation, and

WHEREAS, the operation changes and staffing in an installation caused by the creation of a Sortation and Delivery Center (S&DC) may have resulted in several aspects of that installation's Local Memorandum of Understanding (LMOU) becoming either non-applicable or problematic for both management and the local union, and

WHEREAS, changes to the Local Memorandum of Understandings (LMOUs) can only be made in accordance with Article 30.A and 30.F, therefore be it

Resolved, management and the local union representing an installation whose operations and their Local Memorandum of Understanding (LMOU) were affected by a Sortation and Delivery Center (S&DC) action, may update the affected language provided both parties mutually agree to any changes. If either party does not agree, the current language will remain in place, and this will not be the basis for a grievance.

Previously Adopted _____ Concurrence ___ Nonconcurrence Referred ___ Other _____

ARTICLE 32
REFORM THE USPS HIGHWAY CONTRACTOR SYSTEM
TO PROTECT THE SAFETY OF THE PUBLIC AND MAIL

Washington Postal Workers Union

- 111-

WHEREAS, congressional inquiry and investigation by the Office of Inspector General (OIG) have revealed that the postal service has not been tracking the safety records of highway contract drivers for accidents and fatalities, and

WHEREAS, the investigations revealed that the postal service often did not know who was authorized to drive truckloads of mail, and

WHEREAS, there are reports that drivers of mail subcontracted through so-called "freight auctions" often lack even basic identification to access postal property, and

WHEREAS, postal service management disagreed with many of the Office of Inspector General's (OIG) recommendations for improving a system that lacked accountability, therefore be it

Resolved, that this body of the American Postal Workers Union (APWU) supports requirements that the United States Postal Service (USPS) keep trackable record of contractor accidents and fatalities, screen contract truckers' driving history, and implement a tracking system to know at all times who is authorized to handle mail and require verifiable identification (ID), and be it further

Resolved, that freight auctions be subject to the same strict reporting requirements and not be allowed the current exemption under "special circumstances," be it further

Resolved, that the American Postal Workers Union (APWU) will continue our efforts to bring all postal drivers under union protection whether they are directly employed by the United States Postal Service (USPS) or by contractors.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 32
SUBCONTRACTING

Michigan Postal Workers Union

-112-

WHEREAS, article 2.1.C states "When a decision has been made at the field level to subcontract bargaining unit work, the union at the local level will be given notification," and

WHEREAS, the service often fails to provide notification when a decision to subcontract is made via multiple forums, and be it

Resolved, that when items are requested via Request for Information (RFI) and not provided as required by Article 32.1.C, the time frame for filing a grievance shall begin in the first day the union receives all items from submitted Request for Information (RFI).

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 35

EAP SERVICES CONTRACTOR

Wisconsin Postal Workers Union * Soth Dakota Postal Workers Union
Minnesota Postal Workers Union * North Dakota Postal Workers Union

- 113 -

WHEREAS, the current Employee Assistance Program (EAP) contractor, New Directions Behavioral Health, is not serving the membership to the extent that we deserve and that we have come accustomed to; and

WHEREAS, Employee Assistance Program (EAP) consultants and clinicians are limited in how many miles from their office they can travel resulting in out-state/rural areas being severely underserved; therefore, be it

Resolved, the American Postal Workers Union demands that the United States Postal Service and New Directions Behavioral Health increase service to all postal facilities, and be it further,

Resolved, that if New Directions Behavioral Health refuses to do so, their contract be terminated, and a new contractor be found.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 35

EMPLOYEE ASSISTANCE PROGRAM

Michigan Postal Workers Union

-114 -

WHEREAS, the Employee Assistance Program (EAP) guidelines: How the Employee Assistance Program (EAP) AC will organize and conduct business meetings. At a minimum, the AC will meet once a quarter and more frequently as needed, and

WHEREAS, management has pushed for the minimum meetings and avoided the increase frequency as needed, therefore be it

Resolved, that the minimum be increased to a bimonthly frequency of six (6) meetings per year, and be it further

Resolved, that these meetings shall be made "in person" whenever possible and not scheduled as video or telephone unless agreed by three (3) of the four (4) parties.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 35

**EMPLOYEE ASSISTANCE PROGRAM (EAP)
DISTRICT ADVISORY COMMITTEE (DAC)/JOINT COMMITTEE**

Michigan Postal Workers Union

-115 -

WHEREAS, the Employee Assistance Program (EAP) guidelines for Employee Assistance Program (EAP) District Advisory Committee and Joint Committee Employee Assistance Program (EAP) How the Employee Assistance (EAP) Program District Advisory Committee (DAC) will organize and conduct business states “ Decision making of Advisory Committees required attendance of all four entities “ American Postal Workers Union (APWU) , National Association Letter Carriers (NALC), Mail Handlers and Management), and

WHEREAS, if one party to the committee cannot be present and its meetings are at the minimum frequency quarterly, no business decisions can be implemented for a six (6) month period. This greatly hinders the ability of the committee to function productively, therefore be it

Resolved, to change the language to read: “Decision making of the Advisory Committee requires attendance of a minimum of three (3) parties of the four (4).

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 35

FORM A RESPONSE TEAM

FOR EMPLOYMENT ASSISTANCE PROGRAM (EAP) FOR CRISIS SITUATIONS

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
Minnesota Postal Workers Union * North Dakota Postal Workers Union

- 116 -

WHEREAS, article 35.1 states the employer and the union express strong support for programs of self-help, and

WHEREAS, the employer shall provide and maintain a program which shall encompass the education, identification, referral, guidance and follow up of those employees, and

WHEREAS, the employer refuses to acknowledge the need for EAP amongst APWU members and their families, therefore be it

Resolved, the national American Postal Workers Union (APWU) executive board support and negotiates for an Employee Assistance Program (EAP) response team, and be it further

Resolved, the national American Postal Workers Union (APWU) negotiates this language into Article 35, and be it further

Resolved, American Postal Workers Union (APWU) response team be made up of American Postal Workers Union (APWU) members across the country, and be it further

Resolved, national negotiates for those members to be allowed the appropriate paid time off to respond to any type of crisis the member or family member is experiencing, and be it finally

Resolved, the Employee Assistance Program (EAP) response team is provided the appropriate training.

. Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

BEREAVEMENT LEAVE

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
North Dakota Postal Workers Union

- 117 -

WHEREAS, there is distance between family members, and
WHEREAS, management does not show they care about our families, and
WHEREAS, the bereavement leave Memorandum of Understanding (MOU) allows three (3) days, and
WHEREAS, employees mental and physical wellbeing is important, therefore be it
Resolved, change Bereavement leave Memorandum of Understanding (MOU) from three (3) days to at least five (5) days.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

BEREAVEMENT LEAVE

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
North Dakota Postal Workers Union

-118 -

WHEREAS, the current amount of bereavement leave is insufficient and subjective, therefore be it
Resolved, that the postal service creates another leave category for bereavement leave at two (2) hours per pay period, to be capped at one hundred twenty (120) hours.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

Clerk Division Resolutions

ARTICLE 37

RETREAT RIGHTS FOR ALL EXCESSED CLERK EMPLOYEES

Elgin Local

- 119 -

WHEREAS, when a local receives a notice of impact, a specific number of craft employees are designated for excessing outside of their installation, and

WHEREAS, if a clerk is definitely one of those designated for excessing by virtue of their standing on the seniority roll, they contractually do not become "identified as an impacted employee" until they first receive their 60-day notice of "Offer of Withheld Residual Vacancy," and

WHEREAS, all clerks in that installation are given access to the Special Clerk 21 Day postings after receipt of the notice of impact—both those designated and not designated for excessing, and

WHEREAS, if a clerk identified as one being excessed goes on the Special Clerk 21 Day and expresses a desire for a duty assignment in an office found on the Special Clerk 21 Day posting prior to receiving their 60-day notice of being designated as an impacted employee, they are considered having made a "voluntary reassignment," and

WHEREAS, even after receiving their sixty (60) day notice of being an impacted employee, if they choose a duty assignment on the Special Clerk 21 Day posting they also are considered as having made a "voluntary reassignment," and

WHEREAS, despite a notice of impact showing that a clerk is 100% assured of being "involuntarily" excessed out of their current installation and thus forced into having to make a choice of a new office to relocate to, by choosing a feasible duty assignment on the Special Clerk 21 Day they become designated as a "voluntary reassignment" and thus are not entitled to retreat rights, therefore be it

Resolved, all clerks designated for excessing, who chose a withheld duty assignment on the Special Clerk 21 Day eReassign shall be determined to be having made an "involuntary reassignment" and thus receive retreat rights, regardless of whether their choice to do so was made prior to or after receiving a sixty (60) day notice of being an impacted employee.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37

BANNING MYSTERY SHOPPERS DURING PEAK AND TAX SEASON

Michigan Postal Workers Union

- 120-

WHEREAS, management pushes window clerks to reduce customer wait time in line, and

WHEREAS, management increases window clerk stress by not filling residual/vacant window clerk bids, and

WHEREAS, delayed mail and customer inquiries increase during the peak season which in turn increases customer wait time in line, and

WHEREAS, conducting mystery shops during Christmas adds additional pressure on already limited staff, potentially compromising their ability to deliver optimal service, therefore be it

Resolved, that mystery shopping activities shall be permanently halted across all area offices.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37
AMENDED IMPACT STATEMENT

Elgin Local

-121 -

WHEREAS, when a local receives a notice of impact, a designated number of clerk craft employees are designated for excessing outside of their installation, and

WHEREAS, if a clerk designated for excessing who is senior among the group to be excessed, chooses an available withheld duty assignments shown on the Special Clerk 21 Day eReassign, they would be currently be considered "voluntarily" reassigned and would not have retreat rights, and

WHEREAS, the number of clerks to be excessed on the original Notice of Impact has been known to be amended, reducing the number to be excessed, and

WHEREAS, there is no mechanism of relief for this senior clerk who "voluntarily" chose a duty assignment on the Special 21 Day eReassign based upon the original Notice of Impact showing they would be reassigned when the revised/amended Notice now shows that they would not have been excessed, and

WHEREAS, as a result of this revised/amended notice, the senior clerk will have been excessed without retreat rights and a junior clerk who would have still been excessed will be spared and remain in the installation, therefore be it

Resolved, a senior clerk who chooses an available withheld duty assignments shown on the Special 21 Day eReassign based upon a notice of impact statement showing they were among those to excessed out of the installation shall be given the option of returning to their original office if a revised/amended notice of impact is later issued showing that they would not have been excessed out of the installation.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37
**CHANGES IN WHICH SENIORITY IS
REGAINED, RESTORED OR RETAINED**

Iowa Postal Workers Union

-122 -

WHEREAS, a part-time flexible (PTF) clerk requesting transfer in lieu of excessing lose all seniority when transfer into an installation that has a PTF position, and

WHEREAS, a part-time flexible (PTF) can be excessed and could take a position in a level 21 and above that prohibits PTFs and would automatically be full time, therefore be it

Resolved, 37.2.5.d (1) to add "or PTF" Any regular or part-time flexible (PTF) clerk craft employee in an installation experiencing excessing from the clerk craft may request to transfer into residual vacancies within the district and/or within a one hundred (100) mile radius pursuant to paragraph 7 of the Memorandum Of Understanding (MOU) on transfer opportunities to minimize excessing, and be it further

Resolved, if voluntarily relocation is done due to potential excessing, the employee will maintain their seniority within their district.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37

BUSINESS MAIL ENTRY UNIT TRAINING

Iowa Postal Workers Union

- 123 -

WHEREAS, the USPS is responsible for ensuring that all training required to perform the duties associated with a bid assignment are made available to the employee, and

WHEREAS, duty assignments cannot be awarded before the senior bidder has successfully completed all necessary training and testing, and

WHEREAS, maintaining a stable workforce is a key tenant to the parties Collective Bargaining Agreement, and

WHEREAS, deferment periods have been established to provide the opportunity for the employee to receive the necessary training and testing, and

WHEREAS, during the deferment period a single employee will hold two unique duty assignments, and

WHEREAS, the work associated with one of the bid assignments must be performed by the reassignment of employees or through the scheduling of overtime, and

WHEREAS, the delay in posting the duty assignment to be vacated denies eligible employees the opportunity to bid and be awarded a preferred duty assignment, and

WHEREAS, the Business Mail Entry positions require specialized testing and training before the duty assignment can be awarded, and

WHEREAS, similar training requirements, i.e., retail training must be initiated within a specific time period, therefore be it

Resolved, the parties negotiate language that will require Business Mail Entry Unit (BMEU) training must be initiated by the United States Postal Service (USPS) within a reasonable time period similar to the periods identified for retail training, and be it further

Resolved, that all time required to schedule the training be counted toward the twenty-eight (28) days the United States Postal Service (USPS) has for determining the continued need for the duty assignment.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37

E-REASSIGN EVALUATION TIME LIMIT IMPOSED FOR SUPERVISORS

Wisconsin Postal Workers Union * South Dakota Postal Workers Union

Minnesota Postal Workers Union * North Dakota Postal Workers Union

-124 -

WHEREAS, the residual vacancy memorandum of understanding (MOU) can take many months, and

WHEREAS, management and the union want to fill these jobs as quickly as possible, and

WHEREAS, there is no time limits on this process; therefore, be it

Resolved, that management will have no more than seven (7) days to complete the evaluation of employees on their list for eReassign and if the process takes more than seven (7) days, these employees will be automatically approved for the transfer opportunity.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37
FIGHT FOR EXPRESS SERVICE

Michigan Postal Workers Union

- 125 -

WHEREAS, express mail provides jobs and overtime hours to American Postal Workers Union (APWU) member, and

WHEREAS, express mail is an important service United States Postal Service (USPS) provides the public, and

WHEREAS, postal management has engaged in an effort to degrade express service across America, and therefore be it

Resolved, America Postal Workers Union (APWU) national shall make every effort to fight to keep express mail and to fight postal management's efforts to down grade express mail on-time delivery.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37
FILLING VACANT POSITIONS

Kansas Postal Workers Union

-126 -

WHEREAS, the current method of filling positions is not done in a timely manner, and

WHEREAS, positions are filled on an individual basis, and

WHEREAS, one vacancy may result in a cycle of numerous vacancies taking many months to fill, and

WHEREAS, the delays of filling the positions creates long term short staffing issues which places unwarranted harm on the clerks, and

WHEREAS, the current method limits the inputs of the locals on errors, therefore be it

Resolved, that the 2023 Kansas State Postal Workers Union Convention strongly supports that the American Postal Workers Union (APWU) negotiate with the United States Postal Service (USPS) to establish a new bidding process that mirrors the Maintenance Craft A-bid process.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37
INCREASE LEAD CLERK PAY LEVEL

Washington Postal Workers Union

-127 -

WHEREAS, lead clerks are required to handle Time and Attendance Collection System (TACS) issues, and

WHEREAS, lead clerks are required to ensure that training is completed, and

WHEREAS, lead clerks are required to handle schedule issues, and

WHEREAS, lead clerks are required to complete reports and surveys at a volume that has not been demanded until recent times, therefore be it

Resolved, that lead clerks pay be increased to level 9.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37

INCREASE WINDOW CLERK PAY LEVEL

Washington Postal Workers Union

-128 -

WHEREAS, window clerks are now being required to perform duties above selling postage and products, and

WHEREAS, window clerks are now an integral part in completing Login.gov/In Person Proofing as well as implementing the new, more secure change of address procedures, and

WHEREAS, window clerks are now required to bridge the gap with customers knowledge with the unprecedented use of online/PC postage, and

WHEREAS, window clerks are the frontline information source for customers knowledge of our expanded online resources, therefore be it

Resolved, that window clerks pay be increased to level 8.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37

LEVEL 10 PAY FOR DATA COLLECTION TECHNICIANS

Illinois Postal Workers Union

- 129 -

WHEREAS, Data Collection Technicians in Statistical Programs are currently Level 7 employees. Data Collection Technicians should be changed to a level 10 to better compensate for all the work duties, skills, and knowledge they are required to perform, therefore, be it

Resolved, Data Collection Technicians will be changed to Level 10 on the pay scale to reflect the job duties and responsibilities of their position.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37

LEVEL 18 STAFFING

South Dakota Postal Workers Union * Minnesota Postal Workers Union
North Dakota Postal Workers Union * Wisconsin Postal Workers Union

- 130 -

WHEREAS, Level 18 staffing is a mess and are suffering due to short staffing and hiring deficiencies of the United States Postal Service (USPS), and

WHEREAS, to maintain a safe and secure work environment and to maintain part time flexible (PTF) leave usage; therefore, be it

Resolved, all Level 18 offices will maintain clerk level staff of 2 career clerks at a minimum.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37,38,39

LOSS OF SENIORITY DUE TO BEING IN EAS DETAIL STATUS

Louisiana Postal workers Union

- 131 -

WHEREAS, any employee detailed in an EAS position for over ninety (90) days, and
WHEREAS, that employee remains in a 204B without a consecutive full pay period break, therefore be it
**Resolved, that the employee's seniority shall decrease by the number of dates that the employee remains in an EAS detail status over ninety (90) days, and be it finally
Resolved, that all related contractual language be amended to reflect this action upon contractual agreement or arbitrators' ruling.**

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37

MINIMUM STAFFING

Michigan Postal Workers Union

-132 -

WHEREAS, clerk craft staffing on machines continues to be an issue across the nation, and
WHEREAS, introduction of new machines to include the Small Delivery Unit Sorter (SDUS)/ Single Induction package Sorter (SIPS) / Automated Delivery Unit Sorter (ADUS) have suggested number for staffing with no requirement, and
WHEREAS, working these machines without proper staffing to cover all the specific jobs required creates numerous unsafe working conditions and habits, and
WHEREAS, management often fails to adhere to agree upon language and remedy is always necessary, therefore be it
**Resolved, the American Postal Workers Union (APWU) shall work with their counterparts at headquarters to set minimum staffing levels for clerks on all machines, and be it further
Resolved, the American Postal Workers Union (APWU) strive to negotiate language in the Joint Contract Interpretation Manual (JCIM) for a remedy when management fails to meet the staffing levels negotiated.**

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37

MS-47 STAFFING NON-MAINTENANCE CLEANED FACILITIES

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
Minnesota Postal Workers Union * North Dakota Postal Workers Union

- 133 -

WHEREAS, the MS-47 staffing in non-maintenance cleaned facilities is completed by the clerk craft cleaning step 4, and

WHEREAS, post-plan offices are staffing by Non-Traditional Full Time (NTFT) duty assignments and Part Time Flexibles (PTF) in the clerk craft, and

WHEREAS, the clerk craft is trying to capture all available work to create desirable duty assignments, therefore be it

Resolved, the MS-47 hours will be added to all six (6) hour Non-Traditional Full Time (NTFT) Remotely Managed Post Office (RMPO) duty assignments to create a more desirable duty assignment; and be it finally

Resolved, that currently occupied six (6) hour Non-Traditional Full Time (NTFT) Remotely Managed Postal Office (RMPO) duty assignments will be grandfathered into this agreement to eliminate reposting in the installation.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37

NON-BID ASSIGNMENTS

Michigan Postal Workers Union

- 134 -

WHEREAS, per Article 37, management has a right to direct employees, and

WHEREAS, members of the American Postal Workers Union (APWU) have the ability to bid on jobs that fit their preferences, and

WHEREAS, Postal Support Employees (PSEs) are used to supplement the clerk craft, therefore be it

Resolved, if adequate Postal Support Employees (PSEs) are not available full time regular (FTR) clerks off their bid positions, be it further

Resolved, if adequate Post Support Employees (PSE) are not available full time regular (FTR) clerks may only be removed from their bids by January for a maximum of two (2) hours per occurrence.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37
OFFICE STAFFING

Iowa Postal Workers Union

-135 -

WHEREAS, when a clerk in a small office retires, management does not hire a replacement, and
WHEREAS, this is causing major staffing shortages in rural post offices, and
WHEREAS, offices are so short staffed that it affects clerk's abilities to take leave and offices have to close when an employee is sick, and

WHEREAS, due to management not filling the positions, management is staffing inappropriately, therefore be it

Resolved, the national American Postal Workers Union (APWU) negotiates language that the post office has enough staffing to ensure all offices are open posted hours and language in article 37.3.A.1 be expanded to include part-time flexibles (PTFs) when considering all available work hours, and be it further

Resolved, the post office informs the appropriate union official when their intent is to not fill a part-time flexible (PTF) position.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37
PART-TIME FLEXIBLE CONVERSION

California Postal Workers Union

- 136 -

WHEREAS, part-time flexibles (PTFs) in level 20 offices remain part-time flexibles (PFTs) and never get converted to regular, and

WHEREAS, postal support employees (PSEs) can be converted to part-time flexible (PFT) after two (2) years in a level 20 offices and below, therefore be it

Resolved, a part-time flexible (PTF) be converted to full-time regular after two (2) years of service as a part-time flexible (PTF).

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37
PSE CONVERSION

Alabama Postal Workers Union

-137 -

WHEREAS, Postal Support Employees (PSEs) in level 21 and above are working more them 30 hours per week, and

Resolved, all postal support employees (PSEs) in level 21 and above will be immediately converted to full time unassigned regular.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37

STREAMLINE CONVERSION OF PTFs AND PSES

Washington Postal Workers Union

-138 -

WHEREAS, the Memorandum of Understanding (MOU) Re: Filling of Residual Vacancies have two separate outside posting periods (via two 21-day eReassign postings) , and

WHEREAS, each 21-day eReassign period takes 21 days to run plus roughly a month to process (roughly 50 days), and

WHEREAS, the two (2) 50-day periods plus the part-time flexible (PTF) Posting can exceed one third of a Postal Support Employee's 360-day employment span, potentially reducing that postal support employees (PSE) chance to be converted as well as unconscionably delaying the part-time flexible (PTF) and postal support employee (PSE) conversion to full time career employee, and

WHEREAS, the current language in the memorandum of understanding (MOU) requires the positions to be posted even if the office is not in withholding, and

WHEREAS, it is in the interests of our postal support employee (PSE) brothers and sisters to be converted to full time regulars as expeditiously as possible, therefore be it

Resolved, that language in the Memorandum Of Understanding (MOU) Re: Filling of Residual Vacancies be added at the end of pecking order number 3 to say, " If no installations that are in the 100 mile/District range of withholding due to excessing, then Step 3 of the Memorandum Of Understanding (MOU) is to be skipped."

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37

PSE IN LEVEL 20 AND ABOVE OFFICES BE ALLOWED

A ONE-TIME OPPORTUNITY TO DECLINE AN SSA/SSDA CONVERSION

Wisconsin Postal Workers Union * North Dakota Postal Workers Union

-139 -

WHEREAS, postal support employees (PSEs) are struggling to pass the academy, and

WHEREAS, postal support employees (PSEs) are unable to go to different stations, therefore, be it

Resolved, senior postal support employees (PSEs) up for conversions, be given a one-time opportunity to decline conversion to a Sales Service Associate/Sales Service Distribution Associate (SSA/SSDA) duty assignment and academy training for a period of thirty (30) days. They will continue to be eligible for conversion for all non-Sales Service Associate /Sales Service Distribution Associate (SSA/SSDA) jobs during that time.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37
POSTAL SUPPORT EMPLOYEES
CANNOT BID ON JOB ASSIGNMENTS

Florida Postal Workers Union

- 140 -

WHEREAS, all actions are frozen in time and postal support employees (PSEs) cannot bid on job assignments, and

Whereas, job assignments that are not bid on go residual, and

Whereas, the Residual Vacancies Memorandum of Understanding (MOU) indicates the order to follow when a job assignment goes residual, and

Whereas, the postal support employee (PSE) Automatic Conversion to Career automatically converts PSEs to part time flex (PTF) or full-time flex (FTF) after twenty-four (24) months, and

Whereas, there are times when a residual bid goes through Steps 1 – 6 of the Residual Vacancies Memorandum of Understanding (MOU) and during that time period the senior postal support employee (PSE) in the installation has been converted to full-time flexible (FTF) in Level 21 and above offices and the Residual Vacancies Memorandum Of Understanding (MOU's) next step is to allow current part-time flexible (PTFs) / postal support employees (PSEs) to preference from an installation within a fifty (50) mile radius, and

Whereas, the newly converted full-time flexible (FTF) are not currently available to preference the residual bid, and

Whereas, a postal support employee (PSE) that converts to an full-time flexible (FTF) due to the twenty-four (24) Automatic Conversion to Career is paid at a level GG pay rate and a postal support employee (PSE) that is converted due to a residual vacancy, the converted employee makes a level FF pay rate, and

Whereas, this loophole creates situations where a senior career employee is making a lesser rate of pay and permits junior employees to have a bid while the recently converted full-time flexible (FTF) is not given the option to preference this job assignment due to the timing of the twenty-four (24) month conversion, therefore be it

Resolved, to add the language at the end of the Postal Support Employee (PSE) Automatic Conversion to Career MOU: Employees have the option to select preference of remaining residual vacancies that would be preference by postal support employees (PSEs) per the ratio for that installation per the ratio within ten (10) days of conversion to full-time flexible (FTF.)

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37
POSTAL SUPPORT EMPLOYEE TRAINING

Arkansas Postal Workers Union

- 141-

WHEREAS, training is non-existent for postal support employees (PSEs), and whereas this hinders their ability to correctly perform the duties expected of them and they do not have the necessary skills once converted to perform their assignment duties for lack of training, therefore be it

Resolved, all newly hired PSEs will receive eighty (80) hours consecutively on the job training from an appropriate function Lead Mail Processing Clerk (LMPC) or Lead, Sales, and Service Distribution Associate (LSSDA) or an ADHOC trainer.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37
PROTECT THE MAIL BY REQUIRING IN-PERSON
VERIFICATION FOR PAPER CHANGE-OF-ADDRESS FORMS

Washington Postal Workers Union

-142 -

WHEREAS, a postal customer can have mail forwarded by requesting it online, and paying a small fee with a debit or credit card that is traceable, and

WHEREAS, a postal customer can also have mail forwarded by requesting it with a paper form available at a physical post office, and

WHEREAS, postal customers who use the paper change-of-address form are required to show identification and/or legal authorization if they hand it to a postal clerk, but are not required to do so if they drop the form into outgoing mail receptacles, and

WHEREAS, reports from both news sources and postal employees indicate that this loophole is being used to commit fraud and victimize the public, and

WHEREAS, a 2018 United States Postal Service (USPS) Office of Inspector General (OIG) audit report found that and noted that other postal services, such as those in Australia, Canada, and the U.K. require some form of identity check for manual change-of-address forms, while also accepting a range of documents for those with government- issued I.D., and

WHEREAS, the same Office of Inspector General (OIG) report stated that “the lack of a national policy to support such an ID- requirement control may perpetuate additional fraudulent activities and harm the Postal Service’s brand as a trusted provider,” and

WHEREAS, the American Postal Workers Union (APWU) supports maintaining public trust in the safety and the reliability of postal services, therefore be it

Resolved, that this body of the American Postal Workers Union (APWU) goes on record in support of equitable identification requirements for all paper change-of-address forms, and be it further

Resolved, that to protect the information of our customers there should be implemented a non-revenue function (verifying change of address (COA) that verifies the customers who put in a change of address, and be it further

Resolved, that the American Postal Workers Union (APWU) will support this change through advocacy, negotiation, and/or lobbying by such means as are appropriate.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37
REPOSTING

Florida Postal Workers Union

- 143-

WHEREAS, the determination of what constitutes a sufficient change in starting time of a duty assignment to be reposted is negotiable at the local level provides: no duty assignment will be reposted when the change in starting time is one (1) hour or less, therefore be it

Resolved, that no change in starting time will take place unless the incumbent has been in the duty assignment for a minimum of six (6) months as long as there are no other assignments with the same hours, days off and duty assignments. If there are two or more jobs with the same hours, off day, and duty assignments, the assignment held by the junior assignment will be changed, and be it further

Resolved, that an employee bids on early times to accommodate their lifestyles and as soon as they get the job the hours are changed, which disrupts their lives.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37

SMALL DELIVERY UNIT SORTER POSITION UPGRADE

Wisconsin Postal Workers Union * South Dakota Postal Workers Union

North Dakota Postal Workers Union

- 144 -

WHEREAS, new mechanization is occurring in function 4 offices consistently, and
WHEREAS, new duty assignments and job description for this work, and
WHEREAS, these duty assignments are like Senior Mail Processor job description, therefore be it
Resolved, that all newly created Small Delivery Unit Sorter (SDUS) duty assignments or similar job descriptions be upgraded at the national level.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37

SCANNERS FOR THE CLERK CRAFT

Illinois Postal Workers Union

- 145 -

WHEREAS, a large amount of clerk work is done using scanners to include mail and box up scans, delivery scans, return mail scans, parcel locker scans, parcel return service (PRS) scans, and much more, and

WHEREAS, time, attendance, and operation move scanning has been added to clerk scanning operations greatly increasing the need for operational scanners, and

WHEREAS, the current mail delivery device (MDD) scanners were passed down from the Carrier Craft and are mostly broken, worn out, will not stay configured, and are too heavy, and

WHEREAS, the postal service is building a delivery network for the future while leaving the Clerk Craft using broken hand-me-down equipment from the past, and

WHEREAS, the craft employees are frustrated and demoralized daily trying to use these scanners while the carriers walk around with the latest and greatest scanners specifically designed to best suit their need, therefore be it

Resolved, the American Postal Workers Union (APWU) negotiation with the United States Postal Service (USPS) to provide the clerk craft with the latest and greatest scanners, specifically designed to best meet the clerk craft needs of today and the future.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37
SPECIAL 21 DAY POSTING
AUTOMATIC REMOVAL FOR FAILING TO QUALIFY

Chesapeake Local

- 146 -

WHEREAS, during the special twenty-one (21) day posting where a senior bidder has been placed in an awarded bid prior to successfully qualifying, and

WHEREAS, the postal service has informed such senior bidders after being awarded such a position that should they fail to successfully qualify for any potential qualifications required, that they will be separated from the United States Postal Service, and

WHEREAS, in the event of excessing employees from an installation such employees will be placed by seniority, and should the placed employee fail to qualify for any required skill attached to the bid, they will not be separated, and

WHEREAS, a twenty-one (21) day posting bidder provides relief for the United States Postal Service in efforts to lessen the impact of excessing, and

WHEREAS, the measure to separate the 21-day posting bidder is a disproportionate burden on this senior bidder when utilizing the twenty-one (21) day posting, which lessens the burden on the postal service, therefore be it

Resolved, that we the members of the Chesapeake Local must do everything in our power to help aid our craft in staying gainfully employed by equitable means rather than be eliminated without second changes, and be it further

Resolved, that the Chesapeake Local urge national American Postal Workers Union (APWU) to create changes to this 421-exam language, and be it finally

Resolved, that the Chesapeake Local urges national American Postal Workers Union (APWU) to bargain with the postal service to ride this language and actions of the twenty-one (21) day posting.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37
TERMINATE CLERK PSE PROGRAM

Washington Postal Workers Union

-147 -

WHEREAS, the Postal Support Employee (PSE) experiment has failed as the United States Postal Service (USPS) is no longer competitive on the entrance level, and

WHEREAS, the Postal Support Employee (PSE) attrition level is destroying the ability to staff operations sufficiently, and

WHEREAS, the resulting overtime, vetting, and training of incoming clerks is more costly than the conversion to career employee would be, therefore be it

Resolved, that we terminate the clerk postal support employee (PSE) program and convert existing postal support employees (PSE) to career employees in accordance with the contract to make a post office career more attractive.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37
TIMEKEEPING AND TIME AND ATTENDANCE
CONTROL SYSTEM (TACS) ISSUES

Kansas Postal Workers Union

- 148-

WHEREAS, currently Executive and Administrative Schedule (EAS) has full access to all timekeeping systems; and

WHEREAS, Executive and Administrative Schedule (EAS) continues to make adjustments within all the timekeeping systems even though the collective bargaining agreement prohibits Executive and Administrative Schedule (EAS) from performing bargaining unit work, of which timekeeping is; therefore be it

Resolved, that all Executive and Administrative Schedule (EAS) should be given “read only” rights within ALL timekeeping programs, including any programs for entry of time, attendance, and leave, so as to prevent Executive and Administrative Schedule (EAS) from performing bargaining unit work and making timekeeping entries.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37
WINDOW TRAINING

New York Postal Workers Union

-149 -

WHEREAS, it is unfair and lacks protection for the career full-time regular clerks. If a part time flexible (PTF) clerk preferences a job in accordance with Article 37, Section 5 and the part-time flexible (PTF) fails training the contract provides that the part-time flexible (PTF) is not discharged and cannot be disciplined; and

WHEREAS, if a Postal Support Employee (PSE) mail processing clerk seeks conversion to career status into a window residual vacancy and fails window training, their status will remain as a Postal Support Employee (PSE) mail processing clerk; and

WHEREAS, an excessed career full-time regular clerk who fails training is subject to discharge; therefore be it

Resolved, that career full-time regular clerks be given the same protection as the part time flexible (PTF) and Postal Support Employee (PSE) who failed training.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37
WITHHELD DUTY ASSIGNMENTS

Elgin Local

- 150 -

WHEREAS, when a local receives a notice of impact, a designated number of clerk craft employees are designated for excessing outside of their installation, and

WHEREAS, if a clerk is definitely one of those designated for excessing by virtue of their standing on the seniority roll, they contractually do not become "identified as an impacted employee" until they receive their 60-day notice of "Offer of Withheld Residual Vacancy", and

WHEREAS, the sixty (60) day notice of Offer of Withheld Residual Vacancy offers a limited amount of duty assignments for the excessed clerk to choose from, and

WHEREAS, various withheld duty assignments available on the current month's Special 21 Day eReassign are not available or shown on the sixty (60) day notice as options to choose from, and

WHEREAS, if a clerk does not wish to choose a withheld duty assignment listed on the sixty (60) day Notice and opts to choose one that is shown however as available on the Special 21 Day eReassign, the clerk by thus choosing is considered as making a voluntary assignment and loses their opportunity for retreat rights, therefore be it

Resolved, a clerk who receives the sixty (60) day notice of "Offer of Withheld Residual Vacancy" will have the option to bid on any of the duty assignments shown on the sixty (60) day Notice or any of the available withheld duty assignments shown on the current Special 21 Day eReassign. If choosing a duty assignment on the Special 21 Day eReassign, the action would be designated as an "involuntary action" on their behalf, and they would retain retreat rights.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37
REMOVE HAZMAT BUTTON ON CLERK SIDE
OF THE RETAIL SOFTWARE SYSTEM (RSS)

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
Minnesota Postal Workers Union * North Dakota Postal Workers Union

- 151 -

WHEREAS, the hazmat button is located on the retail software system (RSS) clerk screen, and
WHEREAS, the United States Postal Service (USPS) is disciplining the clerk for answering the hazmat question, therefore be it

Resolved, that the Remove Hazmat button be removed on the clerk side of the retail software system (RSS).

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37
CONVERTED CLERK/LIVE BIDDER

San Diego Area Local

-152 -

WHEREAS, career full-time clerks with bidding rights have the option to bid on additional subsequently posted clerk duty assignments after they were awarded a bid that they have not yet qualified for to keep options open in case they do not qualify for the current duty assignment they were awarded, and

WHEREAS, per Article 37.3.f.8(a) the right to remain a live bidder (by submitting written notification) on a duty assignment after the clerk qualifies, is in place, and

WHEREAS, the right to waive the status of "live bidder" (by not submitting written notification) is also in place, and

WHEREAS, new clerks who were converted to career full-time regular from postal support employees (PSEs) status through the Residual Vacancies Memorandum of Understanding (MOU) are not specified to be "bidders" on the position they are converted into, and

WHEREAS, the new clerk has no specific option to decline a subsequent duty assignment once they qualify for the one they were converted into, due to not being a "bidder" and are automatically awarded the bid regardless of them not wanting the assignment anymore, and

WHEREAS, allowing the new clerk who was converted into a residual vacancy the option of keeping or declining the duty assignment in similar fashion with 37.3.F.8(a) would give them the same benefits as their fellow clerk craft members with no harm to anyone, therefore be it

Resolved, that the language shall be negotiated into the contract allowing a clerk who was assigned a duty assignment through the Residual Vacancies Memorandum of Understanding (MOU) postal support employee (PSE) conversion process to have the option of keeping or declining a subsequent bid (through written notification or lack thereof) that was placed before they qualified for their assigned clerk duty assignment through the Residual Vacancies Memorandum of Understanding (MOU) conversion process.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

CREATION OF A FULL-TIME DUTY ASSIGNMENT

New York Postal Workers Union

- 152 A -

Whereas, the POSTPlan, Staffing of Offices, Filling of Assignments, Postal Support Employee (PSE) Usage and Conversions Memorandum of Understanding (MOU) does not allow for the usage of Postal Support Employee (PSE) hours worked in multiple level 2 and 4 offices to automatically create positions, and

Whereas, in rural America, we have seen success in the United States Postal Service (USPS) staggering the staffing hours of Level 2 and 4 offices for not only better coverage but to allow their Part-Time Flexible (PTFs) and Postal Support Employee (PSE) access to more working hours, and

Whereas, the Union should ALWAYS negotiate to create as many full-time duty assignments as possible from ALL hours, therefore be it

Resolved, that the American Postal Workers Union (APWU) and United States Postal Service (USPS) will negotiate the creation of full-time duty assignments based on the coverage of numerous Remote Managed Post Offices (RMPOs) in lieu of hiring additional non-career staff and Postmaster Relief (PMRs).

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37

24 MONTH CAREER CONVERSION (MOU)

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
Minnesota Postal Workers Union * North Dakota Postal Workers Union

-153 -

WHEREAS, the twenty-four (24) month conversion Memorandum of Understanding (MOU) for the clerk craft is contradictory and between the CBA and JCIM as to the conversion date; and

WHEREAS, twenty-four (24) months is not twenty-five (25) months and two (2) weeks; therefore, be it **Resolved, that the Postal Support Employee (PSE) will have conversion date of a career employee and all the rights and benefits of that classification of employee and will be considered career from twenty-four (24) month end date, regardless of how long it takes to process the conversion paperwork.**

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37

POSTAL SUPPORT EMPLOYEE AUTOMATIC CONVERSION (MOU)

Illinois Postal Workers Union

- 154 -

WHEREAS, Postal Support Employees (PSEs) who reach twenty-four (24) months of relative standing will be converted to career status. In level 20 offices automatically converted postal support employees (PSEs) will convert to part-time flexible (PTF), and

WHEREAS, this does not apply to Level 4 Postal Support Employees (PSEs). If Postal Support Employees (PSEs) in Level 4 offices were able to convert to part-time flexible (PTF), they would then be career and would also be able to loan to offices outside of their cluster. This would help with the current staffing shortages and increase the number of career employees. This could also alleviate many 1260 violations; therefore, be it

Resolved, change the wording to read Postal Support Employees (PSE) in level 20 offices and Level 4 offices will automatically convert to part-time flexible after twenty-four (24) months.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37

PSE AUTOMATIC CONVERSION TO CAREER (MOU)

New York Postal Workers Union

-155 -

WHEREAS, all actions are frozen in time and postal support employees (PSEs) cannot bid on job assignments, and

WHEREAS, job assignments that are not bid on go residual, and

WHEREAS, the Residual Vacancies Memorandum of Understanding (MOU) indicates the order to follow when a job assignment goes residual, and

WHEREAS, the Postal Support Employee (PSE) Automatic Conversion to Career automatically converts Postal Support Employees (PSEs) to Part Time Flexibles (PTFs) or Full Time Flexibles (FTFs) after twenty-four (24) months, and

WHEREAS, there are times when a residual bid goes through Steps 1 – 6 of the Residual Vacancies Memorandum of Understanding (MOU) and during that time period the senior Postal Support Employee (PSE) in the installation has been converted to full time flexible (FTF) in Level 21 and above offices and the Residual Vacancies Memorandum of Understanding's (MOUs) next step is to allow current Part-Time Flexible's (PTFs)/Postal Support Employees (PSEs) to preference from an installation within a fifty (50) mile radius, and

WHEREAS, the newly converted full-time flexibles (FTF) are not currently available to preference the residual bid, and

WHEREAS, a Postal Support Employee (PSE) that converts to a full time flexible (FTF) due to the twenty-four (24) Month Automatic Conversion to Career is paid at a level GG pay rate and a Postal Support Employee (PSE) that is converted due to a residual vacancy the converted employee makes a level FF pay rate, and

WHEREAS, this loophole creates situations where a senior career employee is making a lesser rate of pay and permits junior employees to have a bid while the recently converted full time flexible (FTF) is not given the option to preference this job assignment due to the timing of the twenty-four (24) month conversion, therefore be it

Resolved, to add language at the end of the Postal Support Employee (PSE) Automatic Conversion to Career Memorandum of Understanding (MOU): Employees have the option to select preference of remaining residual vacancies that would be preferred by Postal Support Employees (PSEs) per the ration of that installation per the ration within ten (10) days of conversion to full time flexible (FTF).

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37

RESIDUAL VACANCIES (MOU)

South Dakota Postal Workers Union * Minnesota Postal Workers Union

North Dakota Postal Workers Union * Wisconsin Postal Workers Union

- 156 -

WHEREAS, an article 12 impact has been identified in an installation, and

WHEREAS, article 12's primary principle is to minimize the impact to full time career work force; and

WHEREAS, the intent of Article 12 is to reduce the involuntary reassignment outside the installation or section and whereas the filling the residual vacancy memorandum of understanding (MOU) clerk craft continues to allow transfers into the installation during an Article 12 impact; therefore be it

Resolved, when an installation is identified as a facility/installation under an Article 12 impact, the Memorandum of Understanding (MOU) for Filling Residual Vacancies - Clerk Craft item 6B and beyond will be suspended.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37
FILLING OF RESIDUAL VACANCIES CLERK CRAFT (MOU)

Big Island Area Local

- 157 -

WHEREAS, canvassing is the last step for filling positions before going external; and
WHEREAS, there are many employees who wish to transfer closer to their place of residence; and
WHEREAS, opportunities to transfer are far and few between especially when waiting for the 12- or 18-month period; therefore, be it

Resolved, that the clerk craft negotiate to modify the memorandum of understanding (MOU), Section B.2., to add "or within the district" to read: offer to clerk craft part-time flexible (PTF)/Postal Support Employee (PSE) working in an installation within a fifty (50) mile radius of the installation with the vacancy "or within the district". The Postal Support Employee (PSE) with the highest installation standing within the 50 miles "or within the district" will be selected.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37
**ADD TO THE RESIDUAL VACANCY (MOU) MANAGEMENT WILL RETURN
THE UNFILLED DUTY ASSIGNMENT BACK TO THE INSTALLATION FOR POSTING**

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
Minnesota Postal Workers Union * North Dakota Postal Workers Union

-158 -

WHEREAS, residual vacancies are lost in space after #6 of the Residual Vacancy Memorandum of Understanding (MOU); and

WHEREAS, lead clerk jobs cannot be filled from external hire; and

WHEREAS, there is no current time limit on clerk street hires; therefore, be it

Resolved, add to the Residual Vacancy Memorandum of Understanding (MOU) management will return the unfilled duty assignment back to the installation for posting immediately after all steps of the Residual Vacancy Memorandum of Understanding (MOU) process have been completed.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37
RESIDUAL VACANCIES (MOU)

California Postal Workers Union * Michigan Postal Workers Union

- 159 -

WHEREAS, the language in the Residual Vacancies – Clerk Craft MOU is not specific as it pertains to Clerk Craft employees who are impacted by excessing successfully reassign to another installation within the District or 100-mile geographical radius through the eReassign Clerk Craft 21-Day posting maintain their seniority; and

WHEREAS, the language in the Memorandum of Understanding (MOU) is not specific regarding seniority as it pertains to the reassignment of full-time regular Clerk Craft employees in an installation impacted by excessing, pursuant to Article 12.5.C.5, who request a voluntary transfer from an installation beyond the District or 100-mile geographical radius through regular eReassign; therefore, be it

Resolved, that the parties at the national level negotiate language in the Residual Vacancies – Clerk Craft MOU that states that the “reassignment of full-time regular Clerk Craft employees in an installation impacted by excessing, pursuant to Article 12.5.C.5, who request a transfer from an installation within the District or a 100-mile geographic radius through the eReassign Clerk Craft 21-Day Posting will retain their seniority”; and be it further

Resolved, that the parties at the national level negotiate language in the Residual Vacancies – Clerk Craft MOU that states that the “reassignment of full-time regular clerk craft employees in an installation impacted by excessing, pursuant to Article 12.5.C.5, who request a voluntary transfer from an installation beyond the District or a 100-mile geographic radius through the eReassign Clerk Craft 21-Day Posting will not retain their seniority”; and be it finally

Resolved, that the parties at the national level negotiation Questions and Answers, as it relates to the Residual Vacancies – Clerk Craft MOU, clarifying clerk craft seniority issues for those impacted by excessing opting to reassign to another facility either within the District or 100-mile geographic radius through the eReassign Clerk Craft 21-Day Posting or reassign to another facility beyond the District or 100-mile geographic radius through regular eReassign.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37
RESIDUAL VACANCIES (MOU)
Philadelphia BMC Local

- 159 A -

WHEREAS, the language in the Residual Vacancies – Clerk Craft Memorandum of Understanding (MOU) is not specific as it pertains to Clerk Craft employees who are impacted by excessing successfully reassign to another installation within the District or 100-mile geographical radius through the eReassign Clerk Craft 21-Day posting maintain their seniority; and

WHEREAS, the language in the Memorandum of Understanding (MOU) is not specific regarding seniority as it pertains to the reassignment of full-time regular Clerk Craft employees in an installation impacted by excessing, pursuant to Article 12.5.C.5, who request a voluntary transfer from an installation beyond the District or 100-mile geographical radius through regular eReassign; therefore, be it

Resolved, that the parties at the national level negotiate language in the Residual Vacancies – Clerk Craft MOU that states that the “reassignment of full-time regular Clerk Craft employees in an installation impacted by excessing, pursuant to Article 12.5.C.5, who request a transfer from an installation within the District or a 100-mile geographic radius through the eReassign Clerk Craft 21-Day Posting will retain their seniority”, be it further

Resolved, that the parties at the national level negotiate language in the Residual Vacancies – Clerk Craft Memorandum of Understanding (MOU) that states that the “reassignment of full-time regular clerk craft employees in an installation impacted by excessing, pursuant to Article 12.5.C.5, who request a voluntary transfer from an installation beyond the District or a 100-mile geographic radius through the eReassign Clerk Craft 21-Day Posting will not retain their seniority”, be it further

Resolved, that the parties at the national level negotiate Questions and Answers, as it relates to the Residual Vacancies – Clerk Craft Memorandum of Understanding (MOU), clarifying clerk craft seniority issues for those impacted by excessing opting to reassign to another facility either within the District or 100-mile geographic radius through the eReassign Clerk Craft 21-Day Posting or reassign to another facility beyond the District or 100-mile geographic radius through regular eReassign, be it further

Resolved, that the parties at the national level negotiate language as it relates to the Residual Vacancies-Clerk Craft Memorandum of Understanding (MOU), the Clerk craft employees in an installation impacted by excessing opting to reassign to another facility either with the District or 100-mile geographical radius will maintain their seniority through the regular eReassign,

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37
RESIDUAL VACANCIES – CLERK CRAFT (MOU)

Massachusetts Postal Workers Union

-160 -

WHEREAS, all actions are frozen in time and postal support employees (PSE) cannot bid on job assignments, and

WHEREAS, the postal support employee (PSE) automatic conversion to career automatically convert postal support employees (PSE) to part time flexible or full time flexible after twenty-four (24) months, and

WHEREAS, there are times when a residual bid goes through Steps 1 – 6 of the Residual Vacancies MOU and during that time period the senior PSE in the installation has been converted to full time flexible in Level 21 and above offices and the Residual Vacancies MOU's next step is to allow current part time flexibles (PTF) and postal support employees (PSE) to preference from an installation within a fifty (50) mile radius, and

WHEREAS, the newly converted full-time flexibles are not currently available to preference the residual bid, and

WHEREAS, a postal support employee (PSE) that converts to a full time flexible (FTF) due to the twenty-four (24) month automatic conversion to career is paid at a level GG pay rate, and a PSE that is converted due to a residual vacancy, the converted employee makes a level FF pay rate, and

WHEREAS, this loophole creates situations where a senior career employee is making a lesser rate of pay and permits junior employees to have a bid while the recently converted full time flexible (FTF) is not given the option to preference this job assignment due to the timing of the twenty-four (24) month conversion, therefore be it

Resolved, to add the language at the end of the Postal Support Employee (PSE) Automatic Conversion to Career MOU: Employees have the option to select preference of remaining residual vacancies that would be preferences by Postal Support Employees (PSE) per the ration for that installation, per the ration within ten (10) days on conversion to full time flexible.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

Maintenance Division Resolutions

ARTICLE 38

204B USE IN MAINTENANCE

Iowa Postal Workers Union

- 161-

WHEREAS, maintenance employees are paid higher level and often work without supervision, and
WHEREAS, the clerk craft has stronger 204b language, and
WHEREAS, maintenance employees work in a 204b status and leave their occupational group short
staffed, therefore be it

**Resolved, that the national American Postal Workers Union (APWU) negotiate for group
leaders in each occupational group in maintenance and strengthen the 204b language in
maintenance to reduce or eliminate the use of 204bs.**

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 38

AREA MAINTENANCE TECHNICIANS' TOOLS

Indiana Postal Workers Union

-162 -

WHEREAS, Area Maintenance Technicians (AMT) work on specialized systems and equipment,
therefore be it

**Resolved, the United States Postal Service (USPS) will supply Area Maintenance Technicians
(AMT) the necessary trucks and tools.**

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 38

(EL-304) INTERVIEW ELIMINATION

Michigan Postal Workers Union

-163 -

WHEREAS, the post office has created a more expedited path for other crafts to receive a higher-level
maintenance position, and

WHEREAS, maintenance employees are subjected to an interview process that can be bias by
supervision, and

WHEREAS, any employee already in maintenance has already successfully gone through the interview
process, and

WHEREAS, current maintenance employees have now proven themselves through testing, therefore
be it

**Resolved, the negotiating team go on record as the interview process in EL-304 and Article 38
be eliminated from the promotion process for all current maintenance employees.**

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 38
CHANGES TO MAINTENANCE BIDS

Washington Postal Workers Union

- 164-

WHEREAS, the United States Postal Service (USPS) is currently required to notify the Union of reversions and the reasons for those reversions, and

WHEREAS, the United States Postal Service (USPS) is not required to notify the Union of changes to a vacant position, therefore be it

Resolved, Article 38.4.A.2 including language that requires the United States Postal Service (USPS) to notify the local president or designee of all changes to vacant positions to reposting them.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 38
ELIGIBILITY CRITERIA FOR RETURN TO THE MAINTENANCE CRAFT

Minnesota Postal Workers Union

-165 -

WHEREAS, following is the eligibility criteria for consideration of current career employees and former career postal employees for return to Maintenance Craft positions: The employee must have held a position in the maintenance craft for at least one (1) year. The employee must have an eligible rating (in-craft, in-service, or entrance) dated January 1, 1989, or later. (Note: Expired entrance eligibility ratings are acceptable as long as the test specifications have not changed. Also, with the exception of the entry-level custodian exam, maintenance examinations must not be administered noncompetitively.) Current career employees can be reassigned only to a position previously held or to any position of equal or lower level for which the employee is qualified (no promotion). Selection must be within three (3) years of leaving the maintenance craft. Former career postal employees can be reinstated only to a position previously held or to any position of equal or lower level for which the employee is qualified no promotion). Selection must be within three (3) years of leaving the maintenance craft. Former postal career employees must meet the eligibility requirement for reinstatement consideration, therefore be it

Resolved, former employees who are reinstated within three (3) years of leaving the maintenance craft, shall have their level and step be reinstated to their former step.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 38

**EREASSIGN INVOLUNTARY EXCESSED
ACROSS CRAFT LINES**

Florida Postal Workers Union

-166 -

WHEREAS, employees' retreat rights that are exceeded from an installation and across craft lines are to their former installation only. If the installation is closed or goes through consolidation that may cause reduction in staffing. This has caused maintenance employees to be involuntarily forced across craft lines, and

WHEREAS, these employees who are being involuntarily forced out of maintenance to other crafts have no recourse but to wait for retreat rights to their former installation. In the event the facility is closed completely, there will be no retreat rights of any kind. If the facility is consolidated and causes a reduction in staffing in which these employees would have retreat rights. However, how long must they wait to receive such offers as it is indicative of the number of employees exceeded and the number of positions remaining in the facility, and

WHEREAS, the pecking order to fill vacant maintenance positions per Joint Contract Interpretation Manual (JCIM) Article 38 page 5, page 283 of 2022 JCIM does not account for this class of maintenance employees. They would fall in either Item 8 or 9 of the pecking order, and

WHEREAS, eReassign registers when pulled for filling a vacancy will not see the former maintenance employee who was involuntarily forced to another craft. They will be seen as whatever craft they had been exceeded to and fall into Item 8 and/or 9 of the pecking order, and

WHEREAS, this group of involuntarily exceeded maintenance employees who were forced across craft lines should have preference as maintenance employees over all other crafts in their voluntary action of eReassign to be able to return to maintenance as a craft employee. This is in no way intended to reduce any rights under Article 12 or provide for seniority rights. All rules will apply as a normal voluntary Transfer on eReassign. What this will provide is an opportunity for a voluntary transfer, with preference as a maintenance employee rather than the craft they were involuntarily exceeded to by moving them up to Item 7 of the pecking order, therefore be it

Resolved, that Article 38, 7a of the USPS-APWU Joint Contract Interpretation Manual be amended by adding the following provision: Consider maintenance employees who are involuntarily exceeded across craft lines and USPS HR shall assign these employees their own designation so that they show up as maintenance employees involuntarily exceeded to other crafts when the registers are pulled to fill a vacancy.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other___

ARTICLE 38

FILLING RESIDUAL VACANCIES IN THE MAINTENANCE CRAFT

Pennsylvania Postal Workers Union

-167 -

WHEREAS, article 38.5 specifies the pecking order for filling vacancies, and residual vacancies, in the maintenance craft, and

WHEREAS, residual vacancies not filled through the pecking order are let out for "off the street hiring," and WHEREAS, it is taking a considerable amount to complete "off the street" hirings, and

WHEREAS, employees from other crafts may transfer into maintenance after these jobs have progressed to the "off the street" hiring phase, and

WHEREAS, these employees may be interested in the position but have not had the opportunity to select it, and

WHEREAS, re-posting the position within the facility would give all current maintenance craft employees, including those that did not have chance, an opportunity to bid the job prior to filling it with a new hire, therefore be it,

Resolved, that the American Postal Workers Union negotiate changes to Section 38 of the collective bargaining agreement (CBA). A new step will be added to Maintenance Craft Residual Vacancy pecking order that prior to initiating an "off the street" hire, the residual vacancy will be returned to the facility for a one-time opportunity for current maintenance craft employees within the installation to bid. If the residual vacancy receives no bids, it would then move back to the "off the street" hiring phase.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 38

FILLING VACANT MAINTENANCE POSITIONS

South Jersey Area Local

- 168 -

WHEREAS, maintenance vacancies are not being filled in a timely manner. Positions are left open at times for years. This is a national level problem not covered by Article 38, specifically Filling of Maintenance Vacancies, and

WHEREAS, article 38.5.D allows for the updating of RMSS covered employees' ratings within 6 months of last MSS rating, and

WHEREAS, because maintenance craft employees are allowed to update ratings, they are constantly qualifying for positions that are not filled, held by HR, and

WHEREAS, employees are hired off the entrance registers, bypassing qualified maintenance craft employees, therefore be it

Resolved, that the following language be added to the end of the order for filling vacant maintenance positions after step 11. After step 6 from the list occurs, management will have a period of 6 months from the date the position became residual in the maintenance craft to find a candidate using steps 7 through 11. If, at any time after the 6-month period expires, there is no qualified candidate in the process of filling the position, it will be returned to the maintenance craft to be posted and restart the process. This allows current maintenance craft employees an opportunity to advance into open vacancies that they were previously unqualified for.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 38

LEVEL 18 OFFICES CUSTODIAL HOURS

ARE NOT INCLUDED IN PART TIME FLEX GUARANTEE HOURS

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
Minnesota Postal Workers Union * North Dakota Postal Workers Union

-169 -

WHEREAS, cleaning is above and beyond your normal job duties, and
WHEREAS, clerks have four hours guaranteed of work, and
WHEREAS, custodial duties are part of the maintenance craft, and
WHEREAS, LDC 38 is the maintenance craft, therefore be it

Resolved, Memorandum of Understanding (MOU) custodial duties in two (2) hours or less offices will be in addition to the four (4) hour part-time flexible (PTF) work hours.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 38

LINE H TRAINING

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
Minnesota Postal Workers Union * North Dakota Postal Workers Union

- 170 -

WHEREAS, there is a Line H meeting every year at applicable offices for Maintenance, and
WHEREAS, there is joint training for JCIM when an updated version is issued, therefore be it

Resolved, to have a joint training committee developed between management and American Postal Workers Union (APWU) designees to hold annual training prior to the October Line H meeting.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 37,38,39

LOSS OF SENIORITY DUE TO BEING IN EAS DETAILS STATUS

Louisiana Postal workers Union

-171 -

WHEREAS, any employee detailed in an EAS position for over ninety (90) days, and

WHEREAS, that employee remains in a 204B without a consecutive full pay period break, therefore be it

Resolved, that the employee's seniority shall decrease by the number of dates that the employee remains in an EAS detail status over ninety (90) days, and be it finally

Resolved, that all related contractual language be amended to reflect this action upon contractual agreement or arbitrators' ruling.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 38
MAINTENANCE TOOL BOXES

Indiana Postal Workers Union

-172 -

WHEREAS, Electronic Technicians (ET) have had their tool boxes removed, therefore be it
Resolved, the United States Postal Service (USPS) will return all tool boxes to Electronic Technicians (ET) and Maintenance Mechanic Mail Processing Equipment (MPE)

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 38
MAINTENANCE VACANCY FILLING PROCEDURES

Michigan Postal Workers Union

- 173-

WHEREAS, there currently exist no defined timeline for filling maintenance vacancies from outside the Postal Service once they become available, leading to prolonged vacancy periods, and

WHEREAS, this lack of timeline allows qualified internal candidates, who become eligible after the internal hiring process, to remain unconsidered while vacancies persist, and

WHEREAS, external hiring process rely heavily on interviews with potential vague questions that may not adequately assess the suitability of candidates for maintenance roles within the Postal Service, and

WHEREAS, there exist a Memorandum of Understanding (MOU) within the current contract that supports in-house training of clerks for maintenance positions which ensures that employees are well-prepared and knowledgeable about specific Postal Service maintenance needs, and

WHEREAS, the existing 955 exam and associated interview questions do not sufficiently focus on the practical maintenance needs and operations of the Postal Service, unlike the targeted in-house training, therefore be it

Resolved, Article 38.5.B.7: Order For Filling Vacant Maintenance Positions will read as follows: 7. Consider Maintenance Craft and non-Maintenance Craft employees on the waiting list or who have previously been considered in earlier steps of the vacancy filling process for transfer before or after in-service procedures. Prioritize those who have expressed a continued interest and have been trained , thereby ensuring the utilization of experienced internal candidates: a. Give priority consideration to in-house candidates on the waiting list who are already qualified for the position in question; b. Allow these candidates to apply for and fill maintenance vacancies that have progressed beyond their initial step in the vacancy filling process, even if the vacancy is currently being considered after in-service procedures, be it further

Resolved, that in-house employees on the waiting list or previously considered for vacancies be allowed to apply for advanced-stage maintenance positions, prioritizing trained, experienced candidates to streamline hiring and reduce vacancy periods. Additionally, the Human Resources Department will develop and enforce a timeline for all vacancy stages, emphasizing quick and efficient placement of qualified in-house candidates.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 38

MS 47/TL 3 & 5

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
Minnesota Postal Workers Union * North Dakota Postal Workers Union

- 174 -

WHEREAS, management's continued noncompliance with the MS 47 agreements; therefore, be it
Resolved, that the last quarter of the fiscal year (FY) the parties conduct MS 47/TL 3 & 5 compliance joint training.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 38

PECKING ORDER FOR FILLING VACANCIES

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
Minnesota Postal Workers Union * North Dakota Postal Workers Union
Michigan Postal Workers Union

-175 -

WHEREAS, on pages 283 and 284 of the November 22 Joint Contract Interpretation Manual (JCIM), the order for filling vacant maintenance positions where the word "Consider", or "Consideration" is listed; and
WHEREAS, management uses the word "Consider" or "Consideration" at a detriment to filling maintenance vacancies; therefore, be it

Resolved, the words "Consider," or "Consideration" be stricken from item #4, 7, 7a & b, 8, 9, 10, and 11 in the pecking order for filling vacant maintenance positions.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 38

POSTAL SERVICE IMPLEMENT CHILDCARE FOR MAINTENANCE EMPLOYEES ATTENDING NCED IN NORMAN, OK

Nebraska Postal Workers Union

-176 -

WHEREAS, maintenance employees are required to attend training at NCED in Norman, Oklahoma; and
WHEREAS, such employees who have children without accessible childcare are unable to attend training causing potential demotion, loss of job or lack of job experience, therefore be it

Resolved, that the American Postal Workers Union negotiates a postal service implemented childcare program through the NCED training facility and/or program to allow employees to bring their children with them to Norman, Oklahoma, have a childcare facility on site or nearby, and attend their maintenance training.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 38

**POSTAL SERVICE TO REVERT TO PREVIOUS MMO-057-12 OF 2012,
IMPLEMENTING PROPER STAFFING OF (MSC) MAINTENANCE SUPPORT CLERK**

Nebraska Postal Workers Union

- 177-

WHEREAS, currently, the number of MSC positions is zero MSC for 0-19 maintenance position, and
WHEREAS, the issue is the job tasks still exist and are being done by management and assigned to supply clerk for ordering and Maintenance Mechanic (MM7) to do inventory, putting away parts, and inputting route sheets into ECBM. Maintenance supervisor assigns and prints daily route sheets, therefore be it

Resolved, that the American Postal Workers Union negotiate the language on the first chart in Maintenance Management Order (MMO)-057-12 to 1-19 maintenance personnel from 0-19 maintenance personnel. If there is a parts room, parts needed/ordered, or maintenance capable facility, it will keep parts, inventory, and paperwork organized and in the hands of bargaining unit workers and not management.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 38

PSE AND IN-SERVICE MAINTENANCE TESTING

Washington Postal Workers Union

-178 -

WHEREAS, the American Postal Workers Union (APWU) has an agreement with the postal service for annual in-service testing for jobs in the maintenance craft, and

WHEREAS, the American Postal Workers Union (APWU) is desirous of promoting the advancement of all our members, and

WHEREAS, maintenance jobs in some areas are hard to fill, therefore be it

Resolved, that the American Postal Workers Union (APWU) shall negotiate to allow all American Postal Workers Union (APWU) non-career Employees to participate in the annual opportunity to take the Maintenance In-Service tests .

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 38

RELIEF MAINTENANCE

Michigan Postal Workers Union

-179-

WHEREAS, the clerk two (2) hour Memorandum of Understanding (MOU) requires the work first assigned to a maintenance custodian, and

WHEREAS, the service fails to properly train and staff for this work in the clerk craft , and

WHEREAS, it is management's responsibility to provide safe and healthy working conditions and properly maintained buildings, and

WHEREAS, to not have conflicts of crossing craft and untrained personnel possibly performing hazardous work, and be it

Resolved, management will create and maintain a pool of trained labor to solely cover absences, and be it further

Resolved, the negotiation team will work to create a system of coverage using the newly created relief assignments.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 38

TRAINING

Indiana Postal Workers Union

- 180-

WHEREAS, maintenance employees are required to spend a great deal of time at the National Center for Employee Development (NCED), therefore be it

Resolved, The United States Postal Service (USPS) will establish an on-site day care facility at the National Center for Employee Development (NCED).

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 38

UNITED STATES POSTAL SERVICE (USPS) TO PROVIDE MAINTENANCE
EMPLOYEES STIPEND FOR
BUSINESS USE INSURANCE FOR PRIVATE VEHICLE USAGE

Colorado Postal Workers Union * California Postal Workers Union * Utah Postal Workers Union

- 181-

WHEREAS, the American Postal Workers Union (APWU) recognizes the essential role played by maintenance employees in ensuring the efficient operation of postal facilities across various offices, and

WHEREAS, maintenance employees often require transportation to travel between different postal offices to perform their duties effectively, and

WHEREAS, it is acknowledged that the usage of private vehicles for official postal duties exposes employees to potential risks and liabilities, therefore be it

Resolved, that the United Postal Service (USPS) shall provide a stipend for the additional cost of business use insurance for maintenance employees, required to utilize their private vehicles for official duties, with the following provisions:

Insurance Coverage: The USPS shall maintain an insurance that covers business use for maintenance employees while using their private vehicles for official postal duties. This insurance shall include comprehensive coverage for accidents, liabilities, and damages incurred during the course of duty-related travel.

Premium Payment: The USPS shall bear the cost of the insurance premiums associated with the aforementioned insurance that covers business use. Maintenance employees shall be provided an annual stipend when utilized for official postal duties assigned by USPS management. The annual stipend will be reimbursed based on the frequency of the maintenance employee's insurance is paid and the maintenance employee provides proof of payment.

Eligibility Criteria: Maintenance employees eligible for this stipend that covers insurance for business use must meet the following criteria: a. Hold a valid driver's license; b. Have their private vehicle registered and insured in accordance with applicable laws and regulations; c. Utilize their private vehicles for official postal duties assigned by USPS management; d. Procure and submit proof of cost annually for insurance for business use.

Notification and Documentation: Maintenance employees opting to utilize their private vehicles for official duties must notify USPS management and provide appropriate documentation, including proof of insurance coverage and vehicle registration, before commencing duty-related travel.

Review and Evaluation: The effectiveness and suitability of this insurance that covers business use shall be subject to yearly review and evaluation by USPS management in consultation with APWU representatives. Any necessary adjustments or modifications shall be made to ensure the continued safety and welfare of maintenance employees.

Communication: USPS management shall ensure that all maintenance employees are duly informed of the provisions outlined in this resolution through appropriate channels of communication.

Continuation: This insurance that covers business use shall remain in effect until such time as it is modified, revoked, or superseded by subsequent agreements between USPS management and APWU representatives.

In adopting this resolution, the APWU reaffirms its commitment to the welfare and safety of maintenance employees and recognizes the importance of providing adequate insurance coverage for those utilizing private vehicles for official postal duties.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 38
CUSTODIAL TEAM CLEANING (CTC)

Indiana Postal Workers Union

-182 -

WHEREAS, offices of two (2) hours or less are not maintained and are unsafe and unsanitary, therefore be it

Resolved, these offices shall be reverted to TL-3 Standards.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 38
CHILDCARE SERVICES AT THE NCED

Providence Rhode Island Area Local

-183 -

WHEREAS, off-site training is required for most occupational groups in the maintenance craft, and
WHEREAS, training is essential to promotion in the maintenance craft, and
WHEREAS, there are parents and single parents within the maintenance craft that do not have access to childcare allowing them to be absent for week(s) at a time, and

WHEREAS, a trained workforce works safer and is more efficient, therefore be it

Resolved, that the American Postal Workers Union negotiate childcare services for maintenance employees attending training at the National Center for Employee Development (NCED) on premises or off premises.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 38
CUSTODIAL DUTIES IN SMALL OFFICES (MOU)

Illinois Postal Workers Union

- 184 -

WHEREAS, in small post offices where there are two (2) hours or less per day of contracted out custodial duties that cannot be combined with other maintenance duties to create a duty assignment, those duties will be assigned to an existing American Postal Workers Union (APWU) bargaining unit duty assignment in the facility, and

WHEREAS, many Level 2-, 4-, and 6-hour offices are staffed by loaner clerks who are not aware of the required cleaning schedule, therefore be it

Resolved, cleaning hours and duties be posted in every 2-, 4-, and 6-hour office to ensure the required cleaning is completed.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

Motor Vehicle Service Division Resolutions

ARTICLE 39

DAS 110 AWARD

Wisconsin Postal Workers Union * Minnesota Postal Workers Union * North Dakota Postal Workers Union

- 185-

Be it resolved, within sixty (60) days from the conclusion of the national convention a report will be provided to all American Postal Workers Union (APWU) state and local presidents in writing. The detailed report will provide the amount of money that has been paid to the national American Postal Workers Union (APWU) relating to the Das 110 award. This report shall include how the monetary remedy will be or has been utilized. Also, will locals with Postal Vehicle Service (PVS) operations be receiving a monetary remedy? and if so, who?

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 39

DAS 110 AWARD

Iowa Postal Workers Union * Michigan Postal Workers Union

- 186 -

WHEREAS, compel national MVS to provide a detailed written report regarding the DAS 110 award within sixty (60) days from the conclusion of the nation convention, therefore be it

Resolved, within sixty (60) days from the conclusion of the national convention a report will be provided to all American Postal Workers Union (APWU) state and local presidents in writing. The detailed report will provide the amount of money that has been paid to the national American Postal Workers Union (APWU) relating to the DAS 110 award. This report shall include how the monetary remedy will be or has been utilized.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 39

DAS 110 AWARD

California Postal Workers Union

- 187 -

WHEREAS, Motor Vehicle Service (MVS) Resolution on DAS Award compel National Motor Vehicle Service (MVS) to provide a detailed written report regarding the DAS 110 award within sixty (60) days from the conclusion of the national convention; therefore, be it

Resolved, within sixty (60) days from the conclusion of the national convention a report will be provided to all American Postal Workers Union (APWU) state and local presidents in writing. The details report will provide the amount of money that has been paid to the national American Postal Workers Union (APWU) relating to the DAS 110 award. This report shall include how the monetary remedy will be or has been utilized.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 39
DRIVER SAFETY INSTRUCTOR (D.S.I)

New York Postal Workers Union

-188 -

WHEREAS, in the Collective Bargaining Agreement (CBA) there is no definitive language on Driver Safety Instructor requirements to hold the position, therefore be it

Resolved, add Article 39.3.L to the Collective Bargaining Agreement (CBA) under Article 39, Section 3 Special Provisions letter L to states, that all Driver Safety Instructors possess a valid Class A CDL to hold the position.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 39

New York Postal Workers Union

- 189-

WHEREAS, Driver Safety Instructors train Tractor Trailer Operators of the same level (8), Driver Safety Instructors should be one level higher than employees they train, therefore be it

Resolved, upgrade Driver Safety Instructors to a level 9.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 39

DRIVER SCANNING TRAINING

Wisconsin Postal Workers Union * Minnesota Postal Workers Union

North Dakota Postal Workers Union

-190 -

WHEREAS, Motor Vehicle Service (MVS) management fails to accurately add data into Postal Vehicle Service (PVS) scanners which fails to show unscheduled stops and completed service, therefore be it

Resolved, mandate motor vehicle services drivers and clerk vehicle dispatchers get the training and access to add unscheduled and extra trips into scanners to reflect the accurate data of all completed services.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 39
SCANNERS FOR MOTOR VEHICLE SERVICE

Illinois Postal Workers Union

- 191 -

WHEREAS, a large amount of motor vehicle work is done using scanners to include arrivals, departures and all mail and equipment that is loaded on a trailer, seven (7) ton or eleven (11) ton truck, and

WHEREAS, currently there are not enough scanners for every driver to get a scanner to operate their day-to-day assignment on a day-to-day operation, and

WHEREAS, the postal service is building a delivery network for the future of moving forward to contract postal vehicle service (PVS) out and cutting runs stating that it is low utilization because management failed to provide the employees with scanners, and

WHEREAS, the craft employees are frustrated because their routes are constantly getting cut because they do not have scanners to show they are working but management sees it as Low Utilization, therefore be it

Resolved, that the American Postal Workers Union (APWU) negotiate with the United States Postal Service (USPS) to provide the motor vehicle craft with working scanners for every motor vehicle.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other___

ARTICLE 37,38,39
LOSS OF SENIORITY DUE TO BEING IN EAS DETAILS STATUS

Louisiana Postal workers Union

-192 -

WHEREAS, any employee detailed in an EAS position for over ninety (90) days, and

WHEREAS, that employee remains in a 204B without a consecutive full pay period break, therefore be it

Resolved, that the employee's seniority shall decrease by the number of dates that the employee remains in an Executive and Administrative Schedule (EAS) detail status over ninety (90) days, and be it finally

Resolved, that all related contractual language be amended to reflect this action upon contractual agreement or arbitrators' ruling.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other___

ARTICLE 39

MOTOR VEHICLE SENIORITY TIE-BREAKER

Albany Local

-193 -

WHEREAS, long-serving members in good standing felt aggrieved due to management suddenly and without reason reviewing a 10-year-old decision of Seniority for Preferred Assignments, Article 39.1.B.4.f thus changing the seniority outcome of several employees to a lower level than previously used and posted, and

WHEREAS, the employees did not get the bid that their previous seniority preferred level allowed them to hold for many years, and

WHEREAS, article 39.a.B.4.f Seniority for Preferred Assignments states that "If the provisions of a. through d. above do not break the tie, then the tie will be broken by using the last three (3) or more numbers (using only enough numbers to break the tie, but not fewer than three (3) numbers) of the employees' social security numbers, from lowest to highest", and

WHEREAS, to create a less confusing, easy-to-understand, and just approach to Article 39.1.B.4.f by adding the provision of using an employee's birth date as the initial determining factor then if two (2) or more employees have the same date of birth use the last three (3) or more numbers (using only enough numbers to break the tie) but not fewer than three (3) numbers) of the employee's social security numbers, from lowest to highest, therefore be it

Resolved, that this body of the American Postal Workers Union (APWU) supports the provision for Article 39.1.B.4.f states that "If the provisions of a. through d. above do not break the tie, then the tie will be broken by using the employees' date of birth to determine seniority for preferred assignment, if two (2) or more employees' have the same birth date then use the last three (3) or more numbers (using only enough numbers to break the tie, but not fewer than three (3) numbers) of the employees' social security numbers, from lowest to highest."

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 39

OPEN SEASON TESTING INTO VMF MECHANIC JOBS

Washington Postal Workers Union

-194 -

WHEREAS, vehicle maintenance facility jobs are often hard to fill, and as a result management has attempted to undertake rampant subcontracting, using the lack of employees as an excuse, and

WHEREAS, the American Postal Workers Union (APWU) has aa agreement with the Postal Service for annual in-service testing for jobs in the maintenance craft, and

WHEREAS, the disruptions brought about by management's plan to consolidate mail processing will be causing excessing, and affected employees will be looking for alternatives to minimize disruption, therefore be it

Resolved, the American Postal Workers Union (APWU) shall negotiate an annual opportunity for in-service testing for qualification for Vehicle Maintenance Facility (VMF) jobs.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

R24-276

ARTICLE 39
REVERSIONS

New York Postal Workers Union

-195 -

WHEREAS, the clerks have language to clearly define and how to work with the union on potential reversions of vacated bids (Article 37.3.A.2), therefore be it

Resolved, Article 39.2.A.1 Reversion: When a vacant duty assignment is under consideration for reversion, the Local Union President will be given the opportunity for input prior to a decision. The decision to revert or not to revert the duty assignment shall be made not later than twenty-eight (28) days after it becomes vacant and if the vacant assignment is reverted, a notice shall be posted advising of the action taken and the reasons therefor.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 39
REVERSIONS

New York Postal Workers Union

- 196 -

WHEREAS, the clerks have language to clearly define Reversion (Article 37.1.F) however the motor vehicle craft does not define reversion, therefore be it

Resolved, add 39.1.C.11 Reversion. A management decision to reduce the number of duty assignments in an installation when such duty assignments is/are vacant.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 39
VEHICLE MAINTENANCE (VMF) FACILITIES

Oakland Area Local * San Jose Area Local * California Postal Workers Union

- 197 -

WHEREAS, there are numerous vacancies in the Vehicle Maintenance Facility (VMF) as it applies to staffing and facilities, and

WHEREAS, the current wage scale does not attract and retain the talent to fill these numerous vacancies, therefore be it

Resolved, the national American Postal Workers Union (APWU) will negotiate with the postal service new salary level for the automotive and Lead Mechanics to the upgraded level from 10 to 11 and 11 to 12.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 39.
PLACE OF POSTING

Wisconsin Postal Workers Union * Minnesota Postal Workers Union * North Dakota Postal Workers Union

-198 -

WHEREAS, when an absent employee has so requested in writing, and provided a personal mailing address, a copy of any notice inviting bids from the craft of the employee shall be mailed to the employee by the installation head, therefore be it,

Resolved, to amend the language to read: "When An employee is absent and has provided a personal mailing address, a copy of any notice inviting bids from the craft of the employee, shall be mailed to the employee by the installation head."

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

Formal Resolutions

BARGAIN TOGETHER

Albany Local

- 199 -

WHEREAS, big business and their political allies have waged a war on workers, and
WHEREAS, the war on workers has led to deteriorating conditions and spiraling income inequality for working families, and

WHEREAS, union workers are fighting back, taking strike action in order to secure fair contracts for themselves and for their communities, and

WHEREAS, working Americans have turned to unions to fight for economic justice and a voice on the job, with 657% of Americans approving of labor unions, and

WHEREAS, organized labor must find creative ways to maximize our economic power and fight against corporate greed, and

WHEREAS, the United Auto Workers, led by President Shawn Fain, have called for unions to align contract expiration for May 1, or “International Workers’ Day” with the aim of a mass strike on May 1, 2028, and

WHEREAS, the power that unions have derives from our unity, therefore be it

Resolved, that the American Postal Workers Union, AFL-CIO, Local 390 echoes President Fain’s call for aligning contract expirations for May 1, and for preparing for potential mass strike action on May 1, 2028, and be it further

Resolved, that the American Postal Workers Union, AFL-CIO, Local 390 encourages our national union as well as allied unions to consider aligning contract expirations, whether on May 1 or other dates, and be it further

Resolved, that the American Postal Workers Union, AFL-CIO, Local 390 encourages the AFL-CIO at local, state, and national levels to engage seriously with this call and to collaborate in preparations for this campaign, and be it finally

Resolved, that the American Postal Workers Union, AFL-CIO, Local 390 commits to unwaveringly supporting affiliates and the broader labor movement in bargaining fair contracts, and in anticipated or active labor disputes.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

**ENDORSEMENT OF JOE BIDEN AS THE DEMOCRATIC
NOMINEE FOR PRESIDENT OF THE UNITED STATES**

Detroit District Area Local * Long Island Area Local * Twin Cities Area Local

- 200 -

WHEREAS, the American Postal Workers Union decision to endorse President Biden as the leader who was elected during a pandemic. President Biden enlisted help to prevent the deaths from continuing of the American people, and

WHEREAS, during a fair and honest election that clearly showed Americans supported and voted for President Biden. Nonetheless, we still hear falsely uttered words of the GOP that the election was stolen, and

WHEREAS, President Biden declared that women should take the next step to having a seat at the table and named Vice President Kamala Harris as his running mate, and

WHEREAS, from President Biden's first day in office, he has fought and cared about what is important for the American people and the economy, and

WHEREAS, President Biden has shown he is pro-labor and possibly the most pro-labor president of our lifetime, and

WHEREAS, the actions on January 6, 2021, have shown us the hate, destruction, and violence of the former president and his followers therefore be it

Resolved, that the American Postal Workers Union unite enthusiastically to support the re-election of President Joe Biden, and be it further

Resolved, that the American Postal Workers Union will organize, educate and mobilize our members to support President Biden's re-election and to elect lawmakers to support the function of the United States Postal Service to service the American people.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

MENTORING YOUNG APWU MEMBERS

East Bay Area Local * California Postal Workers Union * New York Postal Workers Union
Virginia Postal Workers Union * Arizona Postal Workers Union * Tennessee Postal Workers Union
Alabama Postal Workers Union * Oklahoma Postal Workers Union

- 201-

WHEREAS, as an aging workforce starts to retire, unions should be prepared to pass the torch to the next generation, and

WHEREAS, those new leaders must be capable of carrying on the work of the union and of the labor movement, and

WHEREAS, it is crucial for current leaders to take the younger generation under their wings and mentor them, and

WHEREAS, mentorship encourages more engagement from younger generations, which strengthens unions, and

Whereas, mentees receive an enhanced knowledge of the union and its history, experience an increased commitment to the union, and receive tools for personal growth, therefore be it

Resolved, that the delegates attending the American Postal Workers Union (APWU) Biennial National Convention try to encourage a younger member to become more actively involved in the union by taking them under their wings and teaching them about the History of American Postal Workers Union (APWU) and the rewards of accepting a leadership position.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

YOUNG MEMBERS COMMITTEE

New York Postal Workers Union

- 202 -

WHEREAS, the young members committee was established to encourage involvement in organized labor and the labor movement, and

WHEREAS, American Postal Workers Union (APWU) recognizes through its philosophy that the entirety of its membership must be involved to continue strengthening the organization, and

WHEREAS, American Postal Workers Union (APWU) denounce all discrimination based on race, color, creed, sex, orientation, nationality, handicap, political affiliation, age or religion, therefore be it

Resolved, that the “ Young Members Committee” name be change to “The New Members Committee” To be comprised of one new member and one alternate. The committee will be comprised of members with ten (10) years or less of continuous membership in APWU from each represented region.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

OPPOSE “LOCAL TRANSPORTATION OPTIMIZATION” DELAY OF MAIL

Washington Postal Workers Union

- 203 -

WHEREAS, in February 2024 the postal service stopped doing evening mail collection runs at 200 small post offices in the Portland District, including thirty (30) in Southwest Washington State, and

WHEREAS, this initiative is called Local Transportation Optimization (LTO), also call Optimized Collections, whereby only one truck trip is made daily to those offices, when the mail is dropped off in the morning for carriers and box clerks to deliver, and

WHEREAS, this plan reduces truck trips but also delays the amil, since any mail deposited at that office after the morning truck does not leave the office until the next day, but is not counted as delayed mail, and

WHEREAS, this plan causes mail delay in the affected offices in rural areas, where residents, small businesses, and government agencies are more dependent on the mail, due to widespread lack of affordable, reliable broadband internet services and ,

WHEREAS, Local Transportation Optimization is scheduled to hit a comparable number of rural post offices in Washington State (and many other states) in 2024, therefore be it

Resolved, that this body of the American Postal Workers Union (APWU) goes on records as opposed to the United States Postal Service (USPS) Local Transportation Optimization plan, be it further

Resolved, that this body make the appropriate contacts with our elected officials to make our opposition known,

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

**OPPOSE PROCESSING PLANT CONSOLIDATIONS
AND LOCAL TRANSPORTATION OPTIMIZATION**

Michigan Postal Workers Union

- 204 -

WHEREAS, Postmaster General (PMG) Louis DeJoy's "Delivery for America" (DFA) Ten-Year plan now includes the consolidation of local mail processing to sixty (60) Regional Processing and Distribution Centers, (RPDC) which involves trucking local mail from Medford and Eugene/Springfield Processing and Distribution Centers (P&DC) (which are not call Local Processing Centers, (LPC) to Portland's Processing and Distribution Center (P&DC) for processing then trucking back to Medford and Eugene for distribution , delaying mail and eliminating clerk and mail handler jobs, and

WHEREAS, the Delivery for America (DFA) includes " Local Transportation Optimization " (LTO), which will eventually involve over 10,000 post offices nationwide, eliminating the evening truck at stations over fifty miles from a processing plant and with less than 30,000 population, and which has already been rolled out in over 100 offices in the Upper Peninsula of Michigan alone, and

WHEREAS, Michigan Congressional delegation has joined twenty other Senators to call on the Postmaster General (PMG) to " Stop any changes that will result in job losses and further degrade mail delivery performance across the network," and

WHEREAS, Senator Peters has held hearings to address the failures of the ten (10) year plan resulting in Congressional Representatives in Oregon (Representative Bentz and Representative Hoyle), Nevada and Maine introducing legislation to pause these consolidations, therefore be it

Resolved, that the Michigan Postal Workers Union oppose the consolidation of processing and delivery centers (P&DC) into regional processing and delivery centers (RPDC) and the local Transportation Optimization (LTO) program, and be it further

Resolved, that the Michigan Postal Workers Union (MPWU) support legislation and/or lawsuits that will reverse these changes as well as legislation to return delivery service standards to those of June 2012, ad be it further

Resolved, that the Michigan Postal Workers Union (MPWU) share with Michigan's congressional delegation and attorney general, and be it further

Resolved, that this resolution be forwarded to the national American Postal Workers Union convention for concurrence.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

OPPOSE THE HARMFUL EFFECTS OF POSTAL CONSOLIDATION

Washington Postal Workers Union

- 205 -

WHEREAS, the postal service has previously consolidated delivery units under its DUO (Delivery Unit Optimization) program, which has resulted in reduced retail hours, displacement or even abandonment of retail offices, and

WHEREAS, the postal service is proposing a massive consolidation of delivery units into Sortation and Delivery Centers (S&DCs), and

WHEREAS, the first sites impacted by this have seen not just excessing of American Postal Workers Union (APWU) bargaining unit employees, but also an apparent reduction in the number of American Postal Workers Union (APWU) bargaining unit jobs, and

WHEREAS, the loss of the delivery function in postal facilities, based on previous history, will also lead to many retail units being displaced, with the loss of historic, centrally located post office buildings, as well as possible reduced hours and staffing, therefore be it

Resolved, that the American Postal Workers Union will work to oppose any harmful side effects of postal consolidation which would degrade service to the public or reduce the number of American Postal Workers Union (APWU) bargaining unit jobs.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

POSTMASTER GENERAL LOUIS DEJOY SHOULD RESIGN OR BE REMOVED

New York Postal Workers Union

- 206 -

WHEREAS, whereas Postmaster General Louis Dejoy is in the process of implementing his Delivering for America Our Vision and Ten-Year Plan to Achieve Financial Sustainability and Service Excellence which he unveiled on March 23, 2021, and

WHEREAS, the implementation of the Delivering for America Plan over the past two (2) years has brought about much slower and less dependable mail delivery for individuals and businesses, and

Whereas Postmaster General Louis Dejoy’s changes in policy have undermined public confidence in the postal service, and

Whereas, proposed changes, such as cuts in retail hours and delaying mail to cut overtime in the name of “efficiency” appeared to be the preliminary steps to privatization, and

Whereas the postal service should be preserved as a public good and part of our basic infrastructure, with a universal service obligation to serve everyone, which private companies would never want to have to do, therefore be it

Resolved, that this body urges that Postmaster Louis Dejoy either resign or be removed from office, to be replaced by a postmaster general who is committed to support a strong, public postal service and who will defend it from attack rather than attacking it, and be it further

Resolved, that American Postal Workers Union(APWU) publish the decision of Postmaster General Louis Dejoy either resign or be removed from office of the delegation within thirty (30) days of the close of this convention by holding a press conference in Washington, DC and contact the following media entities by a letter to the editor and/or paid advertising to:

USA Today, Wall Street Journal, The New York Times, Los Angeles Times, New York Post, New York Daily News, Washington Post, Chicago Tribune, Houston Chronicle, Arizona Republic, Dallas Morning News, Newsday, San Fransisco Chronicle, Boston Globe, Newark Star-Ledger, Atlantic Constitution, Philadelphia Inquirer, Minneapolis Star Tribune, Cleveland Plain Dealer, Detroit News/Free Press, St. Petersburg Times, Portland Oregonian, San Diego Union-Tribune, Orange County Register, Sacramento Bee, St. Louis Post-Dispatch, Miami Herlad, Indianapolis Star, Kansas City Star, Denver Post, Rocky Mountain News, San Antonio Express-News, Baltimore Sun, San Jose Mercury News, Milwaukee Sentinel, Tampa Tribune, Orlando Sentinel, South Florida Sun-Sentinel, Seattle Times, Columbus Dispatch, Louisville Courier-Journal, Daily Oklahoman, Charlotte Observer, Pittsburgh Post-Gazette, Fort Worth Star-Telegram, Cincinnati Enquirer-Post, Detroit News, Boston Hearld, St. Paul Pioneer Press, Associate Pres, Reuters, and the following Television News Networks: NBC, CBS, ABC, Fox, The CW, PBS, CNN.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other___

REMOVE DEJOY

Massachusetts Postal Workers Union

-207 -

WHEREAS, He has caused reckless degradation of the institution itself; and

WHEREAS, He has caused obvious detriment and harm to the American Postal Workers Union (APWU) membership; therefore, be it

Resolved, that the Massachusetts Postal Workers Union support and demand the immediate removal of Postmaster General Louis Dejoy.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other___

RIGHT TO WORK

Kansas Postal Workers Union

-208 -

WHEREAS, right-to-work laws prohibit requiring workers to pay dues to the union that represents them, diluting the influence of labor unions and their power of collective bargaining, and

WHEREAS, workers in states with right-to-work laws have consistently lower quality of life than other states – lower wages, higher poverty and infant mortality rates, less access to the healthcare they need and poorer education for their children, and

WHEREAS, right-to-work's true purpose is to hurt the ability of unions to advocate for all workers and serve as a check on corporate greed, therefore be it

Resolved, the 2023 Kansas Postal Workers Union convention strongly supports the repeat of right-to-work.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

STOP THE KROGER-ALBERTSONS MEGAMERGER

Washington Postal Workers Union

- 209 -

WHEREAS, Safeway and Albertsons grocery chains merged in 2015, resulting in the closure of many grocery stores, loss of jobs, and reduced access to grocery options in many neighborhoods, and

WHEREAS, the Kroger grocery chain and the Albertsons chain are now proposing to merge, which would result in Safeway, Ralphs, Smiths, Harris Teeter, Shaws, Kings, Randalls, and about 25 other brands, being owned by a single company, and

WHEREAS, the proposed concentration of corporate power would almost certainly result in higher food prices, as shoppers would have fewer alternatives, and reduced income for farmers and suppliers, and

WHEREAS, the proposed Kroger-Albertsons merger would result in more closed stores, more job loss, and more neighborhoods without easy access to groceries, and

WHEREAS, the United Food and Commercial Workers Union (UFCW), which represents grocery industry workers, is calling on the Federal Trade Commission (FTC) to block this merger, and is joined by dozens of unions and community groups in this effort, and

WHEREAS, United Food and Commercial Workers (UFCW) locals across the country are picketing in front of grocery stores to inform the public of this danger, therefore be it

Resolved, that this body of the American Postal Workers Union (APWU) goes on record as supporting the United Food Commercial Workers (UFCW) and its allies in opposing the Kroger-Albertsons merger, which is a brazen attempt to increase corporate concentration and power at the expense of workers, consumers, farmers, and small businesses, and be it further

Resolved, that the American Postal Workers Union (APWU) shall encourage its members, by newsletter, website, or direct communication, to go to nogrocerymerger.com where they can easily make a public comment to the Federal Trade Commission (FTC) in opposition to this merger.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

SUPPORT “WE WON’T BE SILENCED” CAMPAIGN

Washington Postal Workers Union

- 210-

WHEREAS, the postal service is a public entity, and the Postal Board of Governors should be open to receiving public input, and

WHEREAS, the Postal Board of Governors meets quarterly, and had been taking public comments at these meetings, both in-person and remotely, and

WHEREAS, at the November 2023 Postal Board of Governors meeting it was announced that remote public comments would no longer be taken, and no public comments would be accepted in the first three Board of Governors meetings of 2024, and

WHEREAS, in response, the “ We Won’t Be Silenced” campaign arose, with a rally in front of the United Staes Postal Service Headquarters in February and another planned for the May 2024 Board of Governors meeting, and

WHEREAS, there is a petition on the apwu.org/public-comments under article Public Service Means Public input, as well as an Action Network petition on the same subject, therefore be it

Resolved, that this body of the American Postal Workers Union (APWU) support the principle of the We Won’t Be Silenced campaign, that open and accessible public comment should be restored to all Postal Board of Governors meeting, be if further

Resolved, that we encourage our members to support this through online petition signing.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

SUPPORT A PRESIDENT WHO WILL BE PRO-LABOR IN RESPECT TO NLRB

Michigan Postal Workers Union

- 211-

WHEREAS, the National Labor Relations Board (NLRB) sets labor precedent, investigates Unfair Labor Practices (ULP) charges and enforces orders which impacts all employees and labor unions including the United States Postal Service and the American Postal Workers Union, and

WHEREAS, National Labor Relations Board (NLRB) appointees have five (5) year terms, with one (1) member’s term expiring annually and currently has one (1) vacancy, and

WHEREAS, the President of the United States of America appoints members to the National Labor Relations Board (NLRB), therefore be it

Resolved, the American Postal Workers Union will proactively endorse Pro-Labor, Pro-Union candidates for Presidency of United States of America.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

**SUPPORT THE NEB CALL FOR IMMEDIATE
CEASEFIRE,RELEASE OF HOSTAGES, AND HUMANITARIAN AID**

Washington Postal Workers Union

-212 -

WHEREAS, the American Postal Workers Union (APWU) national executive board released the following statement on November 8, 2023, regarding the outbreak of war in the middle East: “ The American Postal Workers Union is shocked and saddened by the tragic and ongoing violence in Israel and Palestine. As working people, we stand with the oppressed and the innocent, thousands of whom have lost their lives in the last month.

“ As a union that stands for equality, social justice, human and labor rights, and international solidarity, we united with unions and people of goodwill around the world in calls for justice and peace.

We unreservedly condemn the Hamas violence on October 7, which killed over 1,000 Israeli civilians and saw kidnapping of more than two hundred (200) people.

However, Israel’s response has made the prospects for peace more remote. Over 10,000 Israeli innocent civilians, including 4000 children, have been killed by relentless and indiscriminate bombing campaign on Gaza. Israel has shut off the flow of food, water and medical supplies to the Gaza Strip, a war crime. A humanitarian catastrophe is unfolding every day in Gaza. Thousands more innocent civilians stand to die wholly preventable deaths.

We call on our government, which is the primary foreign benefactor of the Israeli government, to sue all its power to protect innocent lives and to help bring about peace in the region, and not use our tax dollars for more war.

“ We join the calls for an immediate ceasefire, the release of hostages, and urgently needed massive humanitarian aid to the people of Gaza. The cries of humanity demand nothing less,.” and

WHEREAS, since that statement, a few hostages have been released, the number of civilians dying in Gaza has grown from 10,000 to reported 30,000 and humanitarian need is needed more desperately than before, therefore be it

Resolved, this body of the American Postal Workers Union (APWU) endorses the principles of the American Postal Workers Union (APWU) National Executive Board’s call for “ an immediate ceasefire , the release of hostages, and urgently needed massive humanitarian aid to people of Gaza.”

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

TOWN HALL MEETINGS

New York Postal Workers Union

- 213-

WHEREAS, management surreptitiously notify the public of a townhall meeting by posting the notification in a secluded area that prevents the public from being properly informed, and

WHEREAS, the impact of closings, consolidations is devastating to the public, postal employees, and the community is serves, and

WHEREAS, the Post Master General (PMG) has promised congress, postal unions, and the American public transparency, therefore be it

Resolved, the installation head of the impacted facility provide the local union President with 90 days advance notification of all future townhall/public meetings, and be it further

Resolved, that any and all studies and reports the postal service used to justify the proposed action be provided to the local President no later than sixty (60) days of the public meeting.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

CELEBRATE THE 250TH ANNIVERSARY OF THE POSTAL SERVICE

Greater Seattle Area Local

- 214 -

WHEREAS, the United States Postal Service was originally founded as the United States Post Office by the Second Continental Congress of July 26, 1777, and

WHEREAS, the United States Postal Service is a publicly owned entity, a national treasure, enshrined in the United States Constitution, whose mission is “ to bind the Nation together through the personal, educational, literary, and business correspondence of the people” and to “provide prompt, reliable, and efficient services to patrons in all areas and ...render postal services to all communities,” and

WHEREAS, the postal service has provided jobs in every community, on an equal opportunity basis, with the pay and benefits afforded by union contracts, and

WHEREAS, the future of the postal service hinges on public appreciation of its role in providing universal service and delivering crucial items such as ballots, medications, passports and other important documents, therefore be it

Resolved, that the American Postal Workers Union (APWU) shall commemorate the 250th anniversary of the postal service, be it further

Resolved, the American Postal Workers Union (APWU) shall promote events to commemorate the occasion and shall encourage locals and members to contact their elected officials and the media to publicize such commemorations.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

Legislative Resolutions

CAMPAIGN TO RETURN TO 2012 DELIVERY STANDARDS

Utah Postal Workers Union * Clarksburg WVA Area Local
Iowa Postal Workers Union * Michigan Postal Workers Union
California Postal Workers Union * Charlotte Area Local

- 215 -

WHEREAS, our previous resolutions have failed to correct the diminishing delivery standards across our country; and

WHEREAS, as postal workers are dedicated to the movement and delivery of mail in timely manner; therefore, be it

***Resolved*, that the body shall demand that our national American Postal Workers Union (APWU) shall launch a public campaign to include literature, commercials, petitions to political leaders and social media post over all platforms to return to the 2012 standards as is proposed in House Resolution 227.**

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

**CERTIFY AND PUBLISH THE 28TH EQUAL RIGHTS
AMENDMENT IN THE US CONSTITUTION**

East Bay Area Local * California Postal Workers Union * New York Postal Workers Union
Oklahoma Postal Workers Union * Virginia Postal Workers Union * Tennessee Postal Workers Union
Alabama Postal Workers Union * Oregon Postal Workers Union * Arizona Postal Workers Union

- 216-

WHEREAS, fourteen (14) countries have already passed full Equal Rights by constitutional law, and in the USA, we have been fighting for the Equal Rights Amendment to be placed in the United States Constitution for over one hundred (100) years, and

WHEREAS, American Postal Workers Union (APWU) and American Postal Workers Union (APWU) Post Office Women for Equal Rights (POWER) have both adopted resolutions in support of the Equal Rights Amendment at previous conventions, and

WHEREAS, currently, nothing in the US Constitution prohibits sex discrimination and laws prohibiting discrimination against women are subject to the whims of Congress, can be changed, gutted, or even eliminated with a simple majority vote of Congress, and the signature of the president; and

WHEREAS, Federal statute can never override a Constitutional Amendment, and

WHEREAS, Congresswoman Cori Bush (M0-1), has recently introduced HJ Res. 82 - Expressing to Congress that the article of amendment commonly known as the "Equal Rights Amendment" has been validly ratified and is enforceable as the Twenty-Eighth Amendment to the United States Constitution, and the Archivist of the United States must certify and publish the Equal Rights Amendment as the Twenty-Eighth Amendment without delay, and

WHEREAS, Colleen Shogan, the first woman appointed Archivist of the U.S., is charged with issuing a formal certification and publishing the amendment after three quarters of the states have ratified an amendment, and

WHEREAS, in accordance with The Equal Rights Amendment - "Equality of Rights under the law shall not be denied or abridged by the United States or any State on account of Sex," has been ratified by 38 states as required by the US Constitution; therefore be it

Resolved, that the listed locals solicit help from American Postal Workers Union's (APWU's) national Legislative Department to establish a grassroots campaign to educate and organize members, family members, and the community on the importance of contacting their Congressional Representative to support HJ Res 82 without delay.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ERODING VOTING RIGHTS

East Bay Area Local * California Postal Workers Union * New York Postal Workers Union
Oklahoma Postal Workers Union * Virginia Postal Workers Union * Arizona Postal Workers Union
Tennessee Postal Workers Union * Alabama Postal Workers Union * Oregon Postal Workers Union

-217 -

WHEREAS, on August 6, 1965, President Lyndon B. Johnson signed into law the "Voting Rights Act" (VRA), transformative legislation that created federal oversight to address racial discrimination in elections and voting practice, and

Whereas, the right to vote is the foundation of our democracy, and

WHEREAS, measures were introduced by states across the country to disproportionately burden voters of color, and

WHEREAS, these measures run from restricting access to vote by mail, eliminating Election Day registration, making it more difficult to vote early in person, and enacting new electoral maps that systematically minimize the voting strength of Black voters, therefore be it

Resolved, that we the members of the listed locals, must do everything in our power to raise our voices against this type of discrimination, and be it further

Resolved, that the listed locals urges the national American Postal Workers Union (APWU) Union to lobby Congress to enact stronger federal laws and to pass forceful federal oversight that will guarantee that every American has the freedom to vote, and be it finally

Resolved, that the listed locals urge the national American Postal Workers Union (APWU) Union to lobby Congress to pass "S.700 - Vote at Home Act of 2023," and H.R. 1439, which expands voting by mail in federal elections and provides for automatic voter registration through state motor vehicle authorities.

NON-CAREER TIME BUY BACK

Wisconsin Postal Workers Union * North Dakota Postal Workers Union

- 218-

WHEREAS, non-career postal employees are working for the federal government, and

WHEREAS, these non-career postal employees are not accredited for their time spent as a non-career employee, and

WHEREAS, allowing employees to buy back their time spent as a non-career employee provides an incentive to remain working for the postal service, therefore be it

Resolved, that career postal employees be allowed to buy back their time spent as a non-career employee.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other___

**OPEN COMMUNICATION WITH POSTAL REGULATORY COMMISSION
AND THE BOARD OF GOVERNORS**

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
Minnesota Postal Workers Union * North Dakota Postal Workers Union

-219 -

WHEREAS, the Board of Governors and the Postal Regulatory Commission both acknowledge very limited communication options with the American public and postal employees, and

WHEREAS, since the 2023 All-Craft Conference, the Board of Governors has further limited open forum sessions to one per year, and

WHEREAS, without open communication with the American public and postal employees neither the Board of Governors nor the Postal Regulatory Commission can see or hear the current conditions in the Postal Service, therefore be it

Resolved, that the national executive board of the American Postal Workers Union coordinate through the Legislative Director with both the Board of Governors and the Postal Regulatory Commission through legislative action to establish open communication platforms in which the American public and postal employees can present/discuss their concerns with the postal service and the realities of conditions within the postal service.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

OUR CHILDREN ARE IN CRISIS

East Bay Area Local * California Postal Workers Union * New York Postal Workers Union
Oklahoma Postal Workers Union * Virginia Postal Workers Union * Arizona Postal Workers Union
Tennessee Postal Workers Union * Alabama Postal Workers Union

- 220 -

WHEREAS, according to the Centers for Disease Control and Prevention (CDC), rates of suicide attempts and deaths among children aged 5-18 have increased in the United States, and

WHEREAS, the National Violent Death Reporting System (NVDRS) revealed that suicide is the eighth leading cause of death among high school youths aged 14 to 18 years, and

WHEREAS, the findings revealed that many of the child victims had experienced: domestic violence in the home; bullying at school; parental substance abuse; and/or had a family history of psychological problems, and

WHEREAS, separation from loved ones due to death, divorce, deployment, deportation, incarceration, and other factors can cause mental health struggles that may contribute to suicide risks in children, and

WHEREAS, research and findings indicate that LGBTQ youths are at increased risk for suicidal thoughts and behaviors, therefore be it

Resolved, that delegates attending this convention will return to their respective local Unions and discuss this important issue and lobby their local and state representatives to provide resources for investing in more effective suicide risk detection, and targeted prevention initiatives for younger children, and be it further

Resolved, that delegates of the listed locals urge the national American Postal Workers Union to lobby Congress to pass laws to provide educational resources for family-based interventions that help children and parents/caregivers process thoughts and feelings related to traumatic life events for children at risk for suicidal behavior, and be it finally

Resolved, that each convention delegate vows to discuss this topic with their family members, friends, and co-workers, encouraging them to call 988 to talk to a Suicide & Crisis Lifeline Counselor 24/7, if either their child or someone they know is considering suicide.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

RESOLUTION TO ESTABLISH AN AMERICAN WORKERS PARTY

Wisconsin Postal Workers Union * Minnesota Postal Workers Union * North Dakota Postal Workers Union

- 221-

WHEREAS, the existing two (2) party system does not routinely put labor interest at the forefront of their platform; and

WHEREAS, the existing two (2) party system has failed to advocate and grow labor causes; therefore be it

Resolved, that the national American Postal Workers Union, through its legislative department, will establish a committee for the Formation of an American Workers' Party. This Committee will be tasked with the following:

- Navigating the legal restrictions imposed by the Hatch Act on postal and other public employees in performing political work.
- Training rank-and-file American Postal Workers Union (APWU) volunteers in political work within the confines of the Hatch Act and soliciting retirees to perform this work without restriction.
- Research and develop a political program, with input from the membership, which can unite working class Americans in such a way that represents their interests, including reaching out to labor scholars to assist in developing this program.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

SAVE THE MAIL VOLUME

North Dakota Postal Workers Union

- 222-

WHEREAS, utilities like internet service providers are starting to charge fees to send statements in the mail which reduces mail volume which reduces postal job, therefore be it

Resolved, the American Postal Workers Union (APWU) through its legislative effort, ban utilities like internet service providers and electric companies from charging fees for sending paper statements in the mail.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

STOP DRASTIC CUTS TO PUBLIC SCHOOLS

East Bay Area Local * California Postal Workers Union * New York Postal Workers Union
Oklahoma Postal Workers Union * Virginia Postal Workers Union * Arizona Postal Workers Union
Tennessee Postal Workers Union * Alabama Postal Workers Union * Oregon Postal Workers Union

- 223 -

WHEREAS, the proposed House Labor-HHS-Education Appropriations Bill would eliminate 50,000 Head Start slots, slash funding intended to reduce class sizes, and cut the Title I program, which helps our most-vulnerable students by 80%, and

WHEREAS, the bill would block President Biden from enacting meaningful reforms to federal student debt programs, and

WHEREAS, rescinding money that has been included in school budgets, along with enacting extreme cuts, will trigger immediate layoffs of approximately 220,000 educators during an unprecedented educator shortage and force cuts to crucial services that students rely on, and

WHEREAS, if this bill becomes law, educators will struggle to provide students with the support and services they need and it will take years for schools to recover, at a time when students continue to cope with fallout from the pandemic, therefore be it

Resolved, that the delegates attending this convention pledge to contact their Senators and Representatives and urge them to oppose drastic cuts in the proposed education funding bill, and be it finally

Resolved, that the delegates contact their family members, friends, and co-workers and encourage them to contact their Senators and Representatives, as well.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

UNION REPRESENTATION ON THE POSTAL BOARD OF GOVERNORS

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
North Dakota Postal Workers Union * Minnesota Postal Workers Union

- 224 -

WHEREAS, greater input from and participation by the union is desirable and will help secure our pay, benefits, and working conditions, and

WHEREAS, the concept of Codetermination ("Worker Participation") is accepted among European Union (EU) countries such as Germany, Austria, France, etc., including their state-run industries, and

WHEREAS, the idea of including bargaining unit employees was previously introduced in the Postal Authorization and Enhancement Act of 2006, and

WHEREAS, greater worker participation in the decision-making process of an industry is associated with higher productivity and well-being, therefore be it

Resolved, that the American Postal Workers Union, through its legislative efforts, will secure bargaining unit representation on the Postal Board of Governors.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

STOP THE CORRUPTION OF SUPREME COURT JUSTICES

Albany Local * Puerto Rico Area Local

- 225 -

WHEREAS, the Supreme Court is the highest court of the land and has a huge impact on the lives of the people in relation to women's rights, workers' rights, civil rights, and environmental rights, etc., and

WHEREAS, the Supreme Justices should be held to the highest of ethical standards without influence of the financial bribery from the billionaire class, and

WHEREAS, the Supreme Court is the only government branch to have no official standards of ethical conduct or any process to force the recusal of judges when there are conflicts of interest in cases brought before them, and

WHEREAS, there have been a number of disturbing revelations of Supreme Court corruption, in particular regarding Judges Alito and Thomas, and

WHEREAS, Judge Alito has been exposed for undisclosed gifts from billionaire hedge fund manager and Republican mega-donor Paul Singer in the form of private jet travel and lavish Alaska fishing expeditions. Singer had cases before the Supreme Court that Alito did not recuse himself from, and

WHEREAS, Judge Alito has multiple times flown controversial flags at his home – the USA flag upside down, and Christian Nationalism flag – that support January 6th, which not recusing himself from cases involving the 2020 elections, and

WHEREAS, Judge Thomas has been exposed for accepting over many decades' numerous lavish financial gifts from billionaire real estate mogul Harlan Crow in the form of free vacations on mega yachts, private jet travel, resort stays, as well as purchasing a home for Thomas' mother, paying tuition for a nephew, and a gift of a luxury TV, all undisclosed. It is estimated that just one of these free trips to Indonesia would have cost a private citizen over \$500,000, and

WHEREAS, in addition, Crow has lavished donations on Thomas' wife, Ginni Thomas, who is the leader of the far-right movement to overturn the 2020 presidential election, yet Judge Thomas refused to recuse himself from cases involving the 2020 elections, therefore be it

Resolved, that the American Postal Workers Union (APWU) biennial convention go on record demanding that the Supreme Court establish the strongest of ethical standards, rules to force recusal when there is any financial connection to a case, to those bringing a case, or to those who would benefit from a case, and that Congress work to remove/impeach any Justice who has taken and not reported bribes (of equivalent), and/or properly recused themselves, and be it finally

Resolved, that the American Postal Workers Union (APWU) work with like-minded organizations that are working to safeguard the impartiality of the highest court of the United States.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

LEGISLATION DIRECTED AGAINST HARMFUL EFFECTS OF CONSOLIDATIONS

Greater Seattle Area Local

- 226 -

WHEREAS, many of the consolidations occurring under Postmaster General Louis DeJoy's Ten-Year Plan have proven to be problematic, causing degradation of service, whether temporary, or long-term, and

WHEREAS, communities and postal workers have protested these moves when they cause hardship, or for example, would dislocate mail processing across long distances where the result could be degraded services, and

WHEREAS, House of Representatives(H.R.) 8000, the Timely Mail Delivery and Postal Services Protection Act has been introduced, which would require the Postal Service to wait for an advisory opinion from the Postal Regulatory Commission prior to changes in its mail processing operations, including consolidations, and

WHEREAS, House of Representatives(H.R.) 8045, the Postal Operations Stay Timely And Local Act has also been introduces, which prohibits the closure, consolidation, or degradation of a mail processing and distribution center, if it would result in no such centers being located in that stated or would negatively impact mail delivery, and

WHEREAS, House of Representatives(H.R.) 8040, "To limit the closure of consolidation of any United States Postal Service processing and distribution center in Postal Service regions that have failed to meet certain delivery standards" has also been introduces, and

WHEREAS, House of Representatives(H.R.) 4254, has been introduces, "To limit the closure or consolidation of any United States Postal Service processing and distribution center in States" would require a review of geographical considerations, including mountain passes, as well as favorable public input, and

WHEREAS, House these proposed bills reflect congressional concern over the impacts of consolidation on service to communities, therefore be it

Resolved, that this body of the American Postal Workers Union (APWU) urges our national Legislative Department to review any such legislation regarding changes in mail processing to see if it is supportable in its current form, and to offer appropriate input as to any improvements that would be desirable on behalf of the interest of American Postal Workers Union (APWU), our members, and the communities we serve.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

Organization Resolutions

COMMITTEE TO ORGANIZE THE MAIL HANDLER CRAFT

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
Minnesota Postal Workers Union

- 227 -

WHEREAS, the American Postal Workers Union (APWU) is committed to establishing one industrial union representing all bargaining unit employees of the United States Postal Service, and

WHEREAS, the clerk craft is at risk of losing jobs to the mail handler craft through technological change and the deskilling of work, and

WHEREAS, the American Postal Workers Union can better the bargaining power of the rank-and-file Mail Handler employees through its greater membership density and industrial unionism philosophy, and

WHEREAS, the National Postal Mail Handler Union is not a member of the American Federation of Labor and Congress of Industrial Organizations (AFL-CIO) and not covered under any "raiding" restrictions of American Federation of Labor and Congress of Industrial Organizations (AFL-CIO) affiliates, therefore be it

Resolved, the American Postal Workers Union, through its Organization Department, shall establish a committee to review the possibility of organizing mail handlers under the American Postal Workers Union (APWU.)

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

NEW MEMBERS INCENTIVE

Alabama Postal Workers Union

-228 -

WHEREAS, the membership appears to be declining and the members are doing all they can to grow and retain, therefore be it

Resolved, the local, state and national American Postal Workers Union (APWU) join together to offer a monetary incentive to the one that signs up a non-member and incentive for the non-member that signed up.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

Safety & Health Resolutions

ABUSIVE/TOXIC SUPERVISORS

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
Minnesota Postal Workers Union * North Dakota Postal Workers Union

- 229-

WHEREAS, management believes that they are allowed to harass, coerce, intimidate, threaten, and create a toxic work environment with absolutely no consequences; therefore be it

Resolved, that the American Postal Workers Union (APWU) demands to negotiate enforcement language for abusive supervisor.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

CURTAILMENT OF MAIL PROCESSING OPERATIONS DUE TO UNSAFE POWER OUTAGE AND HOT WORKING CONDITIONS

Louisiana Postal Workers Union

- 230 -

WHEREAS, there is a loss of power or rolling brown outs in a postal facility for over two (2) hours; and
WHEREAS, the heat in a postal facility is over eighty (80) degree Fahrenheit for over two (2) hours; and
WHEREAS, the membership feels it is unsafe to remain in such extreme working conditions; therefore be it

Resolved, that the members have the right to automatically curtail mail processing operations if United States Postal Service (USPS) management does not, granting the members the remainder of the day administrative leave; and be it finally

Resolved, that all related contractual language be amended to reflect this action upon contractual agreement or arbitrators' ruling.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

DISTRICT WORK ENVIRONMENT IMPROVEMENT TASK FORCE

Long island Area Local

-231 -

WHEREAS, there is a significant increase in workplace environment issues nationwide and an overwhelming number of reported cases of workplace harassment, bullying , intimidation, zero, tolerance , and Code of Ethical Conduct violations, and

WHEREAS, there is an excess of 500 American Postal Workers Union (APWU) locals nationwide, and

WHEREAS, the task of improving workplace environment issues in an expeditious manner can be very difficult to accomplish at the national level, and

WHEREAS, I the Workplace Environment Joint Assessment protocol is not conducive to addressing more serious situations in a timely fashion,

WHEREAS, Publication 552 and the Initial Management Inquiry Process (IMIP) process have proven to be ineffective by managers investigation managers, therefore be it

Resolved, that a Work Environment Improvement Task Force be created in each postal district to be comprised of a President or designee appointed by the President from each local within each respective district and an equal number of members of management, be it further

Resolved, that members of the Work Environment Task Force shall meet quarterly , and all meeting will be held on the clock, be it further

Resolved, that the district task force will develop the process necessary to examine conditions and develop solutions for all workplace environment issues in all postal facilities.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

STOP DISCRIMINATION/HOSTILE WORK ENVIRONMENT

East Bay Area Local * California Postal Workers Union * New York Postal Workers Union
Virginia Postal Workers Union * Arizona Postal Workers Union * Tennessee Postal Workers Union
Alabama Postal Workers Union * Oklahoma Postal Workers Union

- 232 -

WHEREAS, the American Postal Workers Union (APWU) has recently distributed a Workplace Environment Survey with regards to harassment/hostile work environment within the postal service, and these surveys are reporting and exposing the pattern of coercive, intimidation, and insidious behavior of postal managers exercising power and control over workers that has created a harmful work environment across the country, and

WHEREAS, threatening, verbal, and humiliating offensive behavior has adversely affected numerous employees under the various purviews of discrimination including sexual orientation; gender identity, or transgender status; race; color; sex; religion; national origin; age; mental and physical disabilities, and sexual discrimination relating to pregnancy and childbirth, and

WHEREAS, reprisal for reporting and/or filing a complaint on either discrimination or hostile work environment, and the fear of suffering economic harm through discipline and termination, have caused many employees to tolerate this abuse, and

WHEREAS, the APWU Work Environment Improvement Taskforce negotiated in the 2021-2024 Collective Bargaining Agreement has been unable to obtain harassment tracking records to examine conditions and develop solutions for facilities that need an improved work environment, and there has been no assurance that management will begin to take appropriate action to stop those managers from creating a hostile work environment, therefore be it

Resolved, that the delegates attending this convention will return to their respective local and state Unions and discuss this important issue and establish a committee to assist in developing solutions that will improve the workplace environment and educate members on their rights to report discrimination and harassment without fear of reprisal or intimidation, and be it further

Resolved, that the listed locals urge the national American Postal Workers Union (APWU) to negotiate relevant contract language that enforces the law with regards to prompt, thorough investigations of all discrimination and harassment complaints, and ensure that the Harassment Tracking System is updated and monitored, and be it finally

Resolved, that postal supervisors and rangers be mandated to participate in hostile work environment training, and that hostile work environment training must be provided regularly to all employees at all Postal facilities and during orientations.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

Constitution Committee Resolutions

ARTICLE 5

DURATION OF CONVENTION

Michigan Postal Workers Union

- 1 -

WHEREAS, the highest governing body of the American Postal Workers Union (APWU) are the delegates in attendance at the American Postal Workers Union (APWU) biennial national convention, and

WHEREAS, four days is not nearly enough time to conduct all of the important business necessary at our convention and we quite often find ourselves rushing through important business on the last day often denying delegates in attendance the opportunity to speak on issues that the entire body would benefit from, and

WHEREAS, given the fact this event brings together the highest governing body to debate and discuss the very future of this great union, and therefore be it

Resolved, Conventions Article 5 section 2.b of the American Postal Workers Union (APWU) national convention, last sentence be amended to read: All conventions are to be conducted between the hours of 9: 30 a.m. and 4:30 p.m., Monday through Friday.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 2, 3, 15

DISCRIMINATION PROHIBITION

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
Minnesota Postal Workers Union * North Dakota Postal Workers Union

- 1 C-

WHEREAS, the American Postal Workers Union (APWU) is an affiliate union of the American Federation of Labor and Congress of Industrial Organizations (AFL-CIO), and

WHEREAS, the most recent constitution of the AFL-CIO from 2022 states in Article 1 that, "It shall consist of such affiliates as shall conform to its constitution and the rules and regulations adopted thereunder"; and

WHEREAS, the same 2022 American Federation of Labor and Congress of Industrial Organizations (AFL-CIO) Constitution further states in Article 2, Item 4 that one of the "Objects and Principles" of the organization is "To encourage all workers without regard to race, creed, color, sex, national origin, religion, age, disability, sexual orientation, gender identity or gender expression to share equally in the full benefits of union organization", therefore be it

Resolved, that the following passages of the American Postal Workers Union (APWU) constitution be amended to insert the phrase "gender identity or gender expression" after the phrase "sexual orientation" in compliance with the American Federation of Labor and Congress of Industrial Organizations (AFL-CIO) Constitution:

- Paragraph 8 of the Preamble
- Item 7 of the Members' Bill of Rights
- Article 2, Section 6
- Article 3, Section 2a
- Article 3, Section 9
- Article 15, Section 1c

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 9, SECTION 1

ASSISTANT CLERK CRAFT DIRECTOR C

Las Vegas Area Local * Stockton Local * Sacramento Area Local * East Bay Area Local
Tri-County Area Local * Modesto Area Local * Bakersfield Area Local * Fresno Area Local
San Francisco Local * San Jose Area Local * Oakland Local * Channel Islands Area Local

- 2 -

WHEREAS, the clerk craft is facing major attacks from the mail handlers to take our work; and
WHEREAS, the union needs to be prepared to fight to save our job, and
WHEREAS, the locals need training and assistance with the RI 399 process, and
WHEREAS, the postal service is willing to give our work away to the mail handlers, and
WHEREAS, once we lose this work, we won't be able to get it back, therefore be it

Resolved, that the clerk craft shall add one additional Assistant Clerk Craft Director "C." Assistant Director (C) shall assist the Director of the Clerk Division in handling grievances and be responsible for the RI 399 process at the national level and also assist the locals throughout the country with this process. They shall also perform such other duties that may be assigned.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 9

NATIONAL BUSINESS AGENT DIRECTOR

Amarillo Local

- 3 -

WHEREAS, National Business Agents (NBA) are encouraged to represent cases submitted on an eight (8) hour credit basis with limited incentive to complete multiple grievances at a scheduled pre-arbitration meeting or official arbitration hearing. There exist no formal policy or procedure to affix responsibility and accountability to the individual national business agents for grievance process resolution at large, therefore be it

Resolved, that the American Postal Workers Union (APWU) shall create a new position of National Business Agent (NBA) Director, reporting to the President of APWU. The responsibilities shall include, but not be limited to: establishing policies and procedures for the National Business Agents (NBAs), assigning responsible and accountable chains back to the Director, evaluating compensation and performance of the National Business Agents (NBAs), and integration of United States Postal Service management into American Postal Workers Union's (APWU's) processes that enhance resolution of grievances of reinstatement, pre-arbitration/arbitration settlements, and/or any monetary payments to members in a timely manner.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 9
SOUTHERN REGION
NATIONAL BUSINESS AGENT “C” MAINTENANCE POSITION

Louisiana Postal Workers Union

- 4 -

WHEREAS, there is a need to provide equal representation to all members, and
WHEREAS, the Southern Region has a large and vast area of geographical are to cover with several of the largest locals to represent, and

WHEREAS, the gap in hiring postal employees from 1998 to 2011 has resulted in a gap of experienced union representatives, and a founding principle of the American Postal Workers Union (APWU) is to provide equal representation to all members, and

WHEREAS, the Southern Region needs and was promised a 3rd maintenance craft national business agent to provide equal representation at previous conventions, therefore be it

Resolved, that the delegates to the 2024 national convention support creating and filling a 3rd Southern Region Maintenance Craft National Business Agent with the passing of this constitutional amendment, and be it finally

Resolved, that all related constitutional language be amended to reflect this action.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 11

**RANKED-CHOICE VOTING FOR NATIONAL OFFICERS OF THE
AMERICAN POSTAL WORKERS UNION (APWU)**

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
North Dakota Postal Workers Union

- 5 -

WHEREAS, plurality voting leads to undemocratic outcomes through the “spoiler effect,” and
WHEREAS, plurality voting creates the incentive to vote against one’s desires (the “lesser of two evils”) in order for one’s vote to be strategic, and

WHEREAS, every member of this union deserves to vote in accordance with their interests and vision, without compromise, therefore be it

Resolved, that Article 11, Section 1 of the American Postal Workers Union (APWU) Constitution be amended from “plurality vote” to “ranked-choice vote.”

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other___

ARTICLE 11, SECTION 2
SAN FRANCISCO REGION JURISDICTION & ELECTION

San Diego Area Local

- 6 -

WHEREAS, the members should be voting for National Business Agents (NBAs) who directly represent and affect them in the grievance procedure; and

WHEREAS, the San Francisco Region is made up for four National Business Agents (NBAs), two (2) of whom directly represent currently specified locals and members-at-large in the norther part of the states of California and Nevada who work out of the Burlingame, CA office, and two (2) of whom represent currently specified locals and members-at-large in the southern parts of California and Nevada who work out of the Pasadena, CA office; and

WHEREAS, the votes counted for these National Business Agents (NBAs) in the election come from the entire membership of both states, thus leading to members who are not directly affected by all four National Business Agents (NBAs), voting for all four National Business Agents (NBAs); and

WHEREAS, to ensure that the members are better able to vote in or out the candidates who they feel best represent their interests; therefore be it

Resolved, that the San Francisco Region be split into two separate regions on the chart for national business agents; San Francisco and Los Angeles. National Business Agents (NBAs) "A" and "C" will represent the Los Angeles Region and National Business Agents (NBAs) "B" and "D" will represent the San Francisco Region. They will be voted in or out by members of their own region.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other___

ARTICLE 11

**FULL DUES PAYING MEMBERS TO VOTE
FOR THE RETIREE DEPARTMENT DIRECTOR**

New York Postal Workers Union

- 7 -

WHEREAS, the retiree chapter encompasses retired members from all crafts, Maintenance, Motor Vehicle, Clerk and Support Services; and

WHEREAS, the retirees pay dues of thirty-six (\$36.00) per year and can vote for the three (3) General Officers, President, Vice-President, Secretary-Treasurer, and three (3) Resident department officers Legislative/Political Director, Human Relations Director, and American Postal Workers Union (APWU) Health Plan Director; and

WHEREAS, the full dues paying American Postal Workers Union (APWU) members are denied the right to vote for the Retiree Department Director, thus providing the Retiree Director and retirees unfathered and unequal political influence over the American Postal Workers Union (APWU) election process and debates over issues at the American Postal Workers Union (APWU) convention, therefore be it

Resolved, that full dues paying American Postal Workers Union (APWU) membership starting with the next national election in 2025, will be able to vote for the Retiree Department Director, be it further

Resolved, that Article 11 section 2(I) be changed in the National Constitution to reflect this change forevermore.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 7, 8, 9
PAY INCREASES FOR ALL NATIONAL OFFICERS

Louisiana Postal Workers Union

- 8 -

WHEREAS, national officers pay increases incumbent on negotiated cost-of- living adjustment (COLA) increases in the American Postal Workers Union (APWU) contract are not enough to keep up with Washington District of Columbia cost of living increases, and

WHEREAS, most national officers cannot afford to live where they work and have the expectations to be available twenty-four (24) hours a day, and

WHEREAS, this limits the talent pool of members willing to be national officers, therefore be it

Resolved, that all national officers compensation found in the American Postal Workers Union (APWU) constitution shall be increased by \$20,000 per year, be it further

Resolved, that all related constitutional language be amended to reflect this action.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other _____

Resolutions Referred to the National Executive Board

ACCURATE PROCESSING OF DUES

Wisconsin Postal Workers Union * South Dakota Postal Workers Union
Minnesota Postal Workers Union * North Dakota Postal Workers Union

- 1 -

WHEREAS, there have been ongoing, continuous failures and problems with the correct processing of PS 1187s; and

WHEREAS, locals across the country are not getting their correct dues credited to their local, and

WHEREAS, this has been repeatedly brought up in National Presidents' Conferences, and

WHEREAS, dues are the only source of revenue for the American Postal Workers Union (APWU), and

WHEREAS, members dropping off of Dues Check Offs (DCOs) with no notice has become a recurring problem; and

WHEREAS, this should be a high priority for the American Postal Workers Union (APWU) to ensure accurate revenue collection for the organization, therefore be it

Resolved, the Per Capita Department is directed to improve their process to provide accurate processing of dues; and therefore, be it further

Resolved, that the Per Capita Department will inform the subordinate American Postal Workers Union (APWU) organizations on the progress of completing this process every ninety (90) days with a goal of having the entire process completed within one (1) year.

Previously Adopted ___ Concurrence ___ Non-Concurrence ___ Referred ___ Other ___

APWU ALL CRAFT CONFERENCE LOCATION

Al LaBrecque Retiree Chapter * Michigan Postal Workers Union

- 2 -

WHEREAS, in 1993, when the very first American Postal Workers Union (APWU) All Crafts Conference was first established, it took place in Las Vegas, Nevada, and

WHEREAS, subsequently future All Crafts/Retiree Conferences were held in Las Vegas, and it was considered a relatively inexpensive place to hold such conferences due to low airfare, hotel and attending monetary cost, and

WHEREAS, since then costs to local unions and retiree chapter members skyrocketed to an exorbitant level placing a financial burden on said members, therefore be it

Resolved, that future American Postal Workers Union (APWU) All Crafts/Retired Conferences shall be held across the United States and renegotiate existing contracts if possible and necessary.

Previously Adopted ___ Concurrence ___ Nonconcurrency ___ Referred ___ Other ___

APWU PODCAST

Albuquerque Local

- 3 -

WHEREAS, technology has progressed to reach every American Postal Workers Union member directly through a podcast, and

WHEREAS, American Postal Workers Union has not taken advantage of another platform to reach the workplace, and

WHEREAS, the vast majority of the workforce have access to listen to podcasts while in the performance of their duties. Where listening to headphones is permitted, and

WHEREAS, the leadership will have a direct line to communicate and inspire members and stewards alike, and

WHEREAS, the National Association of Letter Carriers, our sister union has a podcast 'you are the current resident, and

WHEREAS, the only listed American Postal Workers Union search podcast on Spotify is a mail handler podcast with the description American Postal Workers Union why are your members performing mail handlers work on a regular. Titled 'THAT'S NOT MY JOB APWU' - Kenny Hodge, and

WHEREAS, article 2, section 7 of the national constitution and bylaws "To educate our membership and the general public in the history of the labor movement and to develop and maintain an intelligent and dignified membership to vote and work for the election of candidates who favor the passage of improved legislation in the interest of all labor," therefore be it

Resolved, that American Postal Workers Union creates a podcast, and be it further

Resolved, that the podcast releases a minimum of 2 episodes per month to address the membership, provide training, updates, direction, emphasize our work, highlight our victories, explain contractual provisions, local interviews, educate, provide legislative insight, encourage employees to file grievances/ report safety hazards from all respective divisions, and be it further

Resolved, that the American Postal Workers Union published magazine will be available as a podcast to listen to, and be it further

Resolved, that the podcast be made widely available, and be it further

Resolved, that the podcast will not be used to endorse American Postal Workers Union Candidates or as a platform to campaign for self-gain within the American Postal Workers Union ranks. As similarly governed by the American Postal Workers Union official publication rules set forth in Article 11, and be it further

Resolved, that the language in the national constitution and bylaws be amended to include the American Postal Workers Union podcast "NAME PENDING" Article 5 Conventions Sec. 5. Be amended to include "The national convention magazine and Podcast shall be the responsibility of the Secretary-Treasurer. In no instance shall there be any advertising in said magazine and podcast," and be it further

Resolved, that the name of the podcast will be submitted by the membership to the communications department. The details for entry will be on the next American Postal Workers Union published magazine following the passing of this resolution with the final determination of submitted names determined by majority vote of the national executive board. Results will be posted in the following American Postal Workers Union published magazine.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

FUTURE PAY SCALE PUBLICATION

Oregon Postal Workers Union

- 4 -

WHEREAS, article 9.1 of the 2021-2024 collective bargaining agreement states, "The basic annual salary schedules, with proportional application to hourly rate employees, for those employees covered under the terms and conditions of this Agreement shall be increased as follows," and

Whereas, Article 9.3.B of the 2021-2024 collective bargaining agreement states, "Each eligible employee covered by this Agreement shall receive cost-of-living adjustments, upward, in accordance with the formula in Section 3.C, below, effective as follows: Second full pay period after release of (January/July 20##) Index," and

WHEREAS, it has been normal practice for the American Postal Workers Union to wait to publish these updated pay scales, found at <https://apwu.org/pay-information>, until the very last day before the effective date of the adjustments, and

WHEREAS, the data for these increases to the salaries and wages of the American Postal Workers Union (APWU) rank and file members is available well in advance of the effective dates. (Months or years for general increases as defined in Article 9.1 and weeks for COLA increases as defined in Article 9.3.B); and

WHEREAS, this information is necessary for stewards drafting grievances in advance to be filed after the effective date of the updated pay scales, therefore be it

Resolved, that the American Postal Workers Union (APWU) expedite as soon as possible, after the data is available, the publication of these increases of the salaries and wages of its rank and file members to the National American Postal Workers Union (APWU) website at <https://apwu.org/pay-information>.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

JOINT CONTRACT INTERPRETATION MANUAL (JCIM)

New York Postal Workers Union

- 5 -

WHEREAS, Postal Support Employees (PSEs) are now a part of the American Postal Workers Union (APWU) membership; and

WHEREAS, Postal Support Employees (PSEs) have earned the right to be converted as soon as possible; and

WHEREAS, the postal service has created different categories of supervision (relief supervisors); and

WHEREAS, the language in Article 12, page 2 of the Joint Contract Interpretation Manual (JCIM) gives a false impression that those that become supervisors can return to craft within 1 year and maintain their seniority minus the time they were in management; therefore be it

Resolved, that the language in Article 12, page 2 in the Joint Contract Interpretation Manual (JCIM) eliminates the supervisor's ability to return to craft or have the language modified to state that upon returning to the craft they must start a new term of seniority.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

JOINT CONTRACT INTERPRETATION MANUAL (JCIM) INCLUSION

Missouri Postal Workers Union

- 6 -

WHEREAS, article 1, Section 1 of the main American Postal Workers Union (APWU) agreement recognizes the following crafts: Maintenance, Motor Vehicle, and Postal Clerks, and

WHEREAS, the JCIM is recognized as the authority for interpretation of contract language over the maintenance, motor vehicle and postal clerk employees, and

WHEREAS, the Support Services Division is not recognized in Article 1, Section 1, of the main APWU agreement, and

WHEREAS, the Support Services Division agreements are not recognized or subject to the JCIM interpretive language, therefore be it

Resolved, the American Postal Workers Union (APWU) negotiates that the Support Services Division of the American Postal Workers Union (APWU) be included in Article 1, Section 1, and be it further

Resolved, that the following subordinate collective bargaining agreements, IT/AS (Information Technology, HRSSC (Human Resources Shared Service Center) and NPPN (National Postal Professional Nurses) be inclusive to the authority of the Joint Contract Interpretation Manual (JCIM).

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

NATIONAL BUSINESS AGENT

PAY FOR PERFORMANCE

Amarillo Local

- 7 -

WHEREAS, National Business Agents (NBA) are encouraged to represent cases submitted to step three and beyond. There exist no formal policy or procedure to affix pay incentives to the individual NBAs for grievance process resolution, therefore be it

Resolved, any grievance with a monetary award and collection shall be accessed a service fee of two percent of funds awarded and collected prior to distribution to those members awarded in the grievance. This two percent fee funds shall be held by the national American Postal Workers Union and distributed to those national business agents administrating said grievances up to fifty percent of the two percent of funds awarded and collected.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

NATIONAL BUSINESS AGENT

WORK LOCATION

Nebraska Postal Workers Union

- 8 -

WHEREAS, the American Postal Workers Union (APWU) has many talented individuals, many of whom would love to continue to serve the membership as a national business agent but are restricted from doing so due to the mandate of moving to the affiliated satellite office, and

WHEREAS, today's technology allows for remote access of documents and information, and enables communication from virtually, anywhere, and is conducive to the administration of offices and performance of duties, thus making it unnecessary for national business agents to be physically present at an affiliated satellite office to carry out their duties and responsibilities entrusted to them by the membership, and

WHEREAS, national business agents serve the membership within a region and are assigned to an affiliated satellite office based on their position, and

WHEREAS, national business agents can work with the secretary remotely to conduct the business of the union, and

WHEREAS, telecommuting has become more commonplace with reported benefits to both the employer and employee, including, but not limited to cost savings, increased production, reduced loss of experienced officers, and an expanded pool of future talented resources, and

WHEREAS, local, state, and national officers make a tremendous personal sacrifice to serve the membership, requiring National Business Agents to uproot their lives, uproot families, or be separated from them to serve the membership at a higher level adds to the struggle, and

WHEREAS, in today's age, this is an unnecessary hardship, and one which limits many talented individuals from taking on the responsibility of American Postal Workers Union national office, hurting the representation of the membership, therefore be it

Resolved, any national business agent (as defined in Article 9, excluding Sections 1a, b, c, 2a, b, 3a, b, c, and 4a, b) who choose to work from their personal residential office, another American Postal Workers Union regional office, or affiliated satellite office, as space permits will be allowed to do so, at said officer's discretion. No national business agent will be required to work from a mandated office.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

ARTICLE 15
NBA GRIEVANCE ACCOUNTING SYSTEM

Amarillo Local

- 9 -

WHEREAS, there exists a backlog in step three and four grievances as well as noncompliance. Communication concerning the status of grievances which is often not conveyed to the grievant nor their local representative, therefore be it

Resolved, an accounting system shall be established for each National Business Agent (NBA) which shall be posted quarterly via electronic media which can be easily accessible by Local directors and stewards. Included in the accounting shall be, but not limited to, the following: grievance number and associated United States Postal Service Grievance and Arbitration Tracking System (GATS) number, date and filing at step three and/or step four, national business agent assigned, status (pre-arbitration, schedule date, resolved, etc.), (within the reporting quarter) the number of cases in pending inventory assigned to the National Business Agent (NBA), number cases settled, settled with pay, total amount settled, total interest, amount collected, settled without pay, cases lost, number of employees reinstated/terminated and other pertinent cumulative data.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

REIMBURSEMENT FOR 32 HOURS FOR TOUR 1 ADVOCATES

Louisiana Postal Workers Union

- 10 -

WHEREAS, advocates who work their United States Postal Service (USPS) duty assignment on Tour have to utilize an extra day for reset before the prep day for arbitration, and

WHEREAS, twenty-four (24) hours only allow reimbursement for the actual travel day, arbitration day, and return day; and

WHEREAS, an advocate's sleep cycle can't be changed in 1 night; therefore be it

Resolved, that all Tour 1 advocates shall be reimbursed a maximum of thirty-two (32) hours for Leave Without Pay (LWOP) instead of a maximum of twenty-four (24) hours of Leave Without Pay (LWOP), and be it finally

Resolved, that all related constitutional language be amended to reflect this action.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

REIMBURSEMENT FOR HOTEL STAYS ADVOCATES

Louisiana Postal Workers Union

- 11 -

WHEREAS, advocates who do arbitrations in lieu of the National Business Agents (NBAs) are not reimbursed for hotel room expenses; and

WHEREAS, hotel room stays should be itemized as necessary expenses as per Article 9, Section 7; therefore be it

Resolved, that hotel room stays shall be reimbursed to national advocates for up to four (4) nights for a maximum of \$300/night; and be it finally

Resolved, that all related constitutional language be amended to reflect this action.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

SELECTION OF ARBITRATORS (1)

Las Vegas Area Local * Stockton Local * Sacramento Area Local * East Bay Area Local
Tri-County Area Local * Modesto Area Local * Bakersfield Area Local * Fresno Area Local
San Francisco Local * San Jose Area Local * Oakland Local * Channel Islands Area Local

-12 -

WHEREAS, arbitrators are supposed to be impartial; and
WHEREAS, arbitrators who have served as managers or labor relations representatives for the United States Postal Service (USPS) cannot really be impartial; and
WHEREAS, we need to select the best arbitrators for our membership's grievances; therefore be it
Resolved, that no prior management representative shall be selected to serve on any arbitration panels unless there are no objections from any National Business Agent (NBA) within that region.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

SELECTION OF ARBITRATORS (2)

Las Vegas Area Local * Stockton Local * Sacramento Area Local * East Bay Area Local
Tri-County Area Local * Modesto Area Local * Bakersfield Area Local * Fresno Area Local
San Francisco Local * San Jose Area Local * Oakland Local * Channel Islands Area Local

- 13 -

WHEREAS, the National Business Agents (NBAs) know the arbitrators on their panels the best; and
WHEREAS, the National Business Agents (NBAs) are constitutionally responsible for the grievance process in their regions, and
WHEREAS, the National Business Agents (NBAs) currently have no constitutional rights to be involved in this process, and
WHEREAS, we need to select the best arbitrations for our membership, therefore be it
Resolved, that the national business agents shall be allowed to provide meaningful input on the arbitrators selected to their respective region(s), and be it further
Resolved, that the National Business Agents (NBAs) will have final authority on the selection of arbitrators within their region(s) by a majority vote of all the National Business Agents (NBAs) within that region.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

SELECTION OF ARBITRATORS (3)

Reno Local

- 14 -

WHEREAS, the National Business Agents know the Arbitrators on their panels the best, and
WHEREAS, the National Business Agents are Constitutionally responsible for the grievance process in their regions, and

WHEREAS, the National Business Agents should select the Arbitrators they believe will render the best decisions for our membership, therefore be it

Resolved, that the following language be added to the National American Postal Workers Union Constitution | Article 9, Section 1 (d), Article 9 section 2.(c), Article 9 section 3 (d), and Article 9 section 4 (c); “ The National Business Agents shall meet and discuss the arbitrator selection of their respective region(s). Those National Business Agents shall have final authority on the selection of arbitrators within their region(s). by a majority vote of all the National Business Agents within that region. No prior management representative shall be selected to serve on any arbitration panels unless there are no objections from any National Business Agent within that region. Their Craft Director may cast the deciding vote if said National Business Agent(s) come to impasse.” no prior management representative shall be selected to serve on any arbitration panels unless there are no objections from any National Business Agent (NBA) within that region.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

SPANISH LITERATURE TRANSLATION

Puerto Rico Area Local

- 15 -

WHEREAS, the United States of America does not, as a nation, have an official language and

WHEREAS, Spanish is the predominant language in Puerto Rico causing many employees to have difficulty understanding publications in English, and

WHEREAS, Spanish is also the second (2nd) most spoken language in the United States, therefore be it

Resolved, that all internal American Postal Workers Union (APWU) publications, such as the national constitution, the national publication, and the American Postal Workers Union (APWU) official website, shall be translated into Spanish for the benefit of the Spanish speakers in Puerto Rico and across the United States.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

SPANISH TRANSLATION FOR CBA AND JCIM

Puerto Rico Area Local

- 16 -

WHEREAS, the United States of America does not, as a nation, have an official language, and
WHEREAS, Spanish is the predominant language in Puerto Rico causing many employees to have difficulty understanding publications in English, and

WHEREAS, Spanish is also the second (2nd) most spoken language in the United States, therefore be it

Resolved, that both the Collective Bargaining Agreement (CBA) and the Joint Contract Interpretation Manual (JCIM) shall be translated into Spanish for the benefit of the Spanish speakers in Puerto Rico and across the United States.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

UNION DUES

Iowa Postal Workers Union

- 17 -

WHEREAS, no employee should have to explain to his/her children why the union dues are more than his/her pay, and

WHEREAS, other unions have similar language in their contracts, therefore be it

Resolved, if a postal support employee (PSE) employee in good standing receives less than eight (8) hours pay in a pay period, his/her union dues shall be waived.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___

VETERANS OPPORTUNITIES

Illinois Postal Workers Union

- 18 -

WHEREAS, the number of veterans hired by the United States Postal Service (USPS) has diminished over the years; and

WHEREAS, the availability of information designated for veterans is not being effectively communicated to veterans; and

WHEREAS, veterans' preference/opportunity is not easily found on the usps.com career website; therefore, be it

Resolved, the American Postal Workers Union (APWU) executive board encourage and assist the United States Postal Service (USPS) with the usps.com career website concerning a more prominent location and a greater emphasis on veterans' preference/opportunity for careers with the United States Postal Service (USPS); and be it further

Resolved, the American Postal Workers Union (APWU) executive board encourage and assist the United States Postal Service (USPS) with a national veterans recruiting campaign.

Previously Adopted ___ Concurrence ___ Nonconcurrence ___ Referred ___ Other ___