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## LABOR MANAGEMENT COMMITTEE

### ARTICLE 1

#### **NO PERFORMANCE OF BARGAINING UNIT WORK BY EXEMPT POSTMASTERS ALLOWED**

—3—

Whereas, The Postal Service has initiated an aggressive agenda to reduce and replace American Postal Workers Union jobs and clerks, in smaller associate offices, which have less than 100 bargaining unit employees, by requiring Postmasters to increase their performance of clerk craft bargaining unit duties, and

Whereas, The systematic replacement of clerk craft employees and bargaining unit work is eroding the American Postal Workers Union's bargaining unit power, as a whole, and undermining future contract negotiations, which will unilaterally affect all our member's wages, hours, and working conditions, and

Whereas, Article 1.6.B. is ambiguous about the maximum amount of bargaining unit work that can be performed by supervisors, whose position descriptions allow some performance of bargaining unit work, and

Whereas, The Postal Service is requiring that exempt Postmasters perform bargaining unit work in violation of the fair labor standards act, and in violation of the provisions of the Employee and Labor Relations Manual, Section 444.321, which states that exempt executive employees (Postmasters) must not devote more than twenty percent (20%) of hours that are worked in the workweek to activities which are not directly or closely related to the performance of work described in the first requirements of the section, and these activities do not include bargaining unit work, and

Whereas, the Postal Service is allowing and mandating the violation of the fair labor standards act, by exempt Postmasters, therefore be it

Resolved, That this Convention go on record, as advocating the revision of Article 1, Section 6.B, to read:

B. In offices with less than 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, and when the USPS is in compliance with the employee and labor relations manual, section 444.321.

**Previously Adopted #2 1992**

## **NO PERFORMANCE OF BARGAINING UNIT WORK IN LEVEL 18 AND ABOVE OFFICES**

—6—

Whereas, Automation is reducing the number of clerk hours in associate offices, and

Whereas, Because of budgetary constraints and pressure from above, Postmasters in associate offices continue to perform bargaining unit work to the detriment of bargaining unit employees, and

Whereas, Postmasters have plenty of nonbargaining unit work to perform, therefore be it

Resolved, The American Postal Workers Union will seek to negotiate language that restricts performance of bargaining unit work by Postmasters in level eighteen (18) and above post offices, that have five (5) or more clerks.

**Adopted 2000**

**Previously Adopted: 1998 National Convention, Resolution 62; National Convention, Resolution 2**

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## **COMPENSATION EVERY EMPLOYEE IN THE WORK UNIT WHEN SUPERVISORS PERFORM BARGAINING UNIT WORK**

—226—

Whereas, The language in Article 1, Section 6 prohibiting supervisors from performing craft work, although clear, is continually flouted by management in the belief that there will be little or no penalty for their repeated violations, and

Whereas, The sober reality is that too many of our craft employees are reluctant to file grievances or provide witness statements when supervisors perform craft work, due to fear of retaliation, to indifference or to the belief that they "need the help" from the supervisors, and

Whereas, Many of our members are reluctant to provide witness statements or to file grievances on this type of violation, because they will not personally benefit from doing so, and

Whereas, Ongoing violations of this type, just as those related to excessive overtime, mask the underlying need for more career employees, or for more positions to be posted for bid, therefore be it

Resolved, That Article 1, Section 6, shall be amended to provide that, where a violation of that contract language is committed, all the employees in the work unit under the immediate supervision of the supervisor(s) committing the violation shall each be compensated an amount equal to the amount of the craft work improperly performed by the supervisor(s) in question with a minimum of one (1) hour of pay for each employee.

**Adopted 2000**

## **REVIEW SYSTEM TO PREVENT PERFORMANCE OF BARGAINING UNIT DUTIES BY SUPERVISORS**

**—227—**

Whereas, Article 1.6.B permits the performance of bargaining unit work by management in offices with less than one hundred (100) bargaining unit employees when the duties are included in the position description of the supervisor, and

Whereas, Many associate offices have full-time distribution/window clerks, and

Whereas, Supervisors increasingly perform greater amounts of craft work in order to "improve productivity", therefore be it

Resolved, That the Union will seek to negotiate language in Article 1.6.B which would prohibit management from performing bargaining unit work by implementation of a review system similar to custodial staffing procedures.

**Adopted 2000**

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## **EAS STEALING JOBS**

**—1—**

Whereas, Field Human Resources is consolidating to two (2) to three (3) sites, and

Whereas, Most of these positions are currently EAS positions, and

Whereas, These duties are not unlike duties being performed at the IT/ASC, therefore be it

Resolved, That the American Postal Workers Union take whatever means necessary to absorb these positions into the bargaining unit.

**Adopted 2004**

## **PERFORMANCE OF BARGAINING UNIT WORK**

**—2—**

Whereas, Article 1 Section 6B states, “In offices with less than 100 bargaining unit employees, supervisors are prohibited from performing bargaining unit work except as enumerated in Section 6A. 1 through 5 above or when the duties are included in the supervisors position description,” and

Whereas, It has been an unachieved bargaining demand to stop postmasters and managers from performing bargaining unit work on a daily basis while a clerk is at home ready, willing, and available to perform such bargaining unit work, and

Whereas, Clerks can perform such work more efficiently than “working postmasters and managers” and at lower cost to the United States Postal Service, therefore be it

Resolved, That the American Postal Workers Union negotiate a provision that Supervisors and Postmasters in EAS 18 to 20 post Offices be prohibited from performing bargaining unit work, and be it further

Resolved, That the American Postal Workers Union negotiate a memorandum of understanding that provides as a test pilot program that as postmaster vacancies occur in EAS 11 to 15 offices, the positions will not be filled by postmasters or employees in the EAS salary schedule. Such vacancies will be offered to clerk craft bargaining unit employees, as a clerk in charge with the provision that such bargaining unit employees will perform bargaining unit work only. Supervisor paperwork and issuance of discipline will be performed by a “roving” manager who will perform management paperwork on an as needed basis, and be it further

Resolved, Such clerks in charge will be compensated at the equivalent rate of 2 grades below the EAS level of the office (as postmaster leave replacements are paid currently) but in the equivalent PS salary schedule.

**Adopted 2004**

## **ELIMINATION OF VOICE OF THE EMPLOYEE SURVEYS**

**—1—**

WHEREAS, Article 1 of the National Agreement gives American Postal Workers Union the exclusive authority in collective bargaining for Clerk, Maintenance, Motor Vehicle Services, and Support Services employees over wages, hours, and working conditions, and

WHEREAS, The United States Postal Service Voice of the Employee surveys are constructed to gain feedback from employees regarding wages and working conditions, therefore be it

*Resolved*, Voice of the Employee surveys or any similar survey are in conflict with the National Agreement and must be eliminated.

**Adopted 2006**

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## **REPRESENTATION AT OKLAHOMA POSTAL TRAINING OPERATIONS**

**—2—**

WHEREAS, Bargaining unit employees attending postal training in Oklahoma (National Center for Employee Development) should not be denied union representation during their stay at the National Center for Employee Development, which can last up to six weeks at a time and collectively for months during any given year, therefore be it

*Resolved*, That the wording “Oklahoma Postal Training Operations” (National Center for Employee Development) be deleted from the list of Facility Exclusions in Article 1, Section 3.

**Adopted 2006**

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## **DOCUMENTATION**

**—3—**

WHEREAS, Article 1.6B of the National Agreement provision that Postmaster/EAS in smaller offices of less than one hundred (100) employees may perform bargaining unit work unless prohibited in Section 6.A.1 through 5 or when included in the Postmaster’s position description, and

WHEREAS, It has been recognized that pursuant to the Garrett and Das Awards respecting Article 1.6B that the employer may not use audits of any kind (e.g. Function 4, Workload Work Hour Equalization, CSAs) to improperly shift clerical work to the Postmasters except under strict criteria not resulting in an adverse impact to Part-time Flexible clerks, therefore be it

*Resolved*, to seek and negotiate that the Employer shall provide historical documentation including archived Form 3930 (Operational Analysis) and Flash Report or other reports to demonstrate the change and shifting of work, and be it further

*Resolved*, To negotiate with the United States Postal Service to return the work to the clerical craft at the levels prior to the current Agreement (November 21, 2000).

**Adopted 2006**

## **SURVEYS/ORGANIZING SMALL MEMBER-AT-LARGE ASSOCIATE POST OFFICES**

### **—4—**

Whereas, Prompted by the DAS award, the 1.6.b surveys conducted by the American Postal Workers Union in 2005 of small member-at-large Associate Post Offices to establish a baseline of drastically reduced Clerk Craft bargaining unit work revealed numerous blatant contractual violations (e.g. Use of Postmaster Relief's, Rural Carriers, Rural Carrier Associates, and Postmasters performing bargaining unit work far exceeding 1.6.b limitations, including retail), and

Whereas, The 1.6.b surveys were coupled with organizing Members at Large non-members in small, largely rural post offices where there rarely, if ever, is a Union presence, and

Whereas, For various legitimate reasons, not all targeted 1.6.b post offices were surveyed in the first 2005 sweep. If indeed American Postal Workers Union Headquarters and Clerk Division officers are serious about pursuing 1.6.b issues via baseline surveys and not just let the findings collect dust on some “electronic shelf,” a follow-up round of 1.6.b surveys need to be conducted, and

Whereas, There is readily available wealth of retired past American Postal Workers Union Local and State officers and members with knowledge, experience, and willingness to conduct a second sweep of the 1.6.b post offices missed in the first round for the \$15 per hour stipend plus mileage, and

Whereas, 1.6.b post offices under the jurisdiction of Area Locals expressed concerns over an appalling reduction of budgeted bargaining unit work hours due to unrealistic Function 4 surveys and DBCS sorted mail were not included in the 1.6.b surveys, therefore be it

Resolved, that the American Postal Workers Union Clerk Division seek further agreement with the United States Postal Service to conduct a second sweep to survey targeted 1.6.b Member at Large post offices missed in the initial survey, to include organizing Member's At Large non-members and with a recommendation to utilize American Postal Workers Union retired members as surveyors wherever possible.

**Adopted 2006**

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## **MEMBERS-AT-LARGE (MAL) ISSUES**

WHEREAS, part time flexible hours are being cut due to cross craft, and

WHEREAS, Postmasters and Postmaster Reliefs are performing clerk duties, therefore be it

Resolved, that the APWU shall attempt to obtain language in Article 1 and Article 7 further restricting PMRs and cross craft usage in all offices.

**Adopted 2008**

## **ARTICLE 2**

### **COMMUNICATIONS PROBLEMS DEAF AND HARD OF HEARING EMPLOYEES**

—4—

Whereas, There continues to be difficulties for deaf and hard of hearing employees to fully participate in work place activities, and

Whereas, Such employees do not receive the complete protections and rights of our Agreement, therefore be it

Resolved, That American Postal Workers Union negotiate further protections and rights for the deaf and hard of hearing.

**Adopted 1998**

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### **HANDICAPPED ACCESSIBILITY TO WORK AREAS**

—5—

Whereas, Handicapped employees have as much interest in bidding on available duty assignments as any other employees, and

Whereas, Reasonable accommodations for handicapped employees not only makes good sense, but is the law, therefore be it

Resolved, That the American Postal Workers Union seek to negotiate modifications in Article 2 so as to assure wheelchair bound and other handicapped employees have full access to all work areas and bid assignments.

**Previously Adopted #65 1988**

**Adopted 1998**

## **SENIOR MAIL PROCESSOR POSITION**

**—6—**

Whereas, The Senior Mail Processor position description was established by the United States Postal Service and was reviewed by the American Postal Workers Union and language concerning voice communication was not objected to, and

Whereas, The acceptance of this language has a negative impact on deaf employees and requires grievances to be filed so that they may be awarded these jobs, therefore be it

Resolved, That the American Postal Workers Union will take into consideration deaf employees when job descriptions are established and will meet with the United States Postal Service on the Senior Mail Processor position description in order to get a written agreement that deaf employees are qualified physically to perform the job and any such agreement be disseminated throughout the United States Postal Service.

**Previously Adopted #4 1990**

**Adopted 1998**

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## **STRONG LANGUAGE FOR DISCRIMINATION AND CIVIL RIGHTS GRIEVANCES**

**—7—**

Whereas, Article 2 has no adequate resolution to any grievance for nondiscrimination and civil rights, therefore be it

Resolved, That the National Bargaining Committee negotiate for the addition of stronger language that would give substance to grievances filed under Article 2.

**Adopted 1998**

## **CERTIFIED INTERPRETERS FOR DEAF AND HARD OF HEARING EMPLOYEES**

—7—

Whereas, The same rules and regulations are applicable to Deaf and Hard of Hearing employees and to hearing employees, and

Whereas, The National Agreement does not adequately protect the rights of Deaf and Hard of Hearing employees, and

Whereas, Certified Interpreters are not consistently provided during safety/service talks, investigatory interviews, etc., and

Whereas, Deaf and Hard of Hearing employees are exposed to safety hazards and are subject to disciplinary actions as a result of lack of accommodation and communication, and

Whereas, Most supervisors (204bs) and managers do not have basic sign language skills needed to communicate with Deaf and Hard of Hearing employees, therefore be it

Resolved, That the Certified Interpreter will be utilized for all safety/service talks, EEO and EAP meetings dealing with the terms and conditions of employment where Deaf and Hard of Hearing employees are present, and be it further

Resolved, That the Certified Interpreter will provide on-the-clock sign language classes to all employees in order to eliminate discrimination towards our Deaf and Hard of Hearing Brothers and Sisters.

**Adopted 2000**

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## **REQUIRE MANAGEMENT TO HAVE DEAF SENSITIVITY TRAINING**

—9—

Whereas, United States Postal Service management still does not relate to Deaf and Hard of Hearing employees with respect and dignity toward their culture and way of communication, and

Whereas, Management displays insensitivity toward the Deaf and Hard of Hearing, and

Whereas, Management continues to avoid obtaining certified interpreters and reasonable accommodations for the Deaf and Hard of Hearing, and

Whereas, Management does not treat Deaf and Hard of Hearing equally as hearing employees, therefore be it

Resolved, That American Postal Workers Union negotiate to require all United States Postal Service management personnel to have and attend deaf sensitivity training on an annually basis, and be it further

Resolved, that the training be developed and taught by certified Deaf and Hard of Hearing organizations outside of the USPS.

**Adopted 2002**

**REQUIRE EQUAL EMPLOYMENT OPPORTUNITY OFFICES TO HAVE  
TELETYPE AND DIRECT LINE**

**—10—**

Whereas, The United States Postal Service has greatly reduced Equal Employment Opportunity offices around the country, and

Whereas, Many of these offices are not easily accessible and creates a hardship for the Deaf and Hard of Hearing, and

Whereas, It now makes it difficult to communicate to Equal Employment Opportunity Counselors directly, and

Whereas, Most of the Equal Employment Opportunity offices do not have a direct teletype line to insure confidentiality and privacy of sensitive issues, therefore be it

Resolved, That American Postal Workers Union negotiate to require all Equal Employment Opportunity offices in the United States Postal Service to have a direct teletype line, and be it further

Resolved, That Equal Employment Opportunity Counselors answer calls and use them and not just leave recorded messages.

**Adopted 2002**

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**NON-DISCRIMINATION**

**—3—**

Whereas, Discrimination is not limited to race, color, creed, religion, national origin, sex, age, or marital status, and

Whereas, The ELM section 661.51 has non-merit factors in the non-discrimination section, and

Whereas, Non-merit factors are, but not limited to: being related to a disabled person, color of hair, height, weight, union activity, residency, work ethics, etc., therefore be it

Resolved, To add to Article 2, Section 1, after, "marital status," the words, "or any other non-merit factors."

**Adopted 2004**

## **NON-DISCRIMINATION AND CIVIL RIGHTS**

—4—

Whereas, In the National Agreement, Article 2, Section 1, states, “The Employer and the Union agree that there shall be no discrimination by the Employer or the Union against employees because of race, color, creed, religion, national origin, sex, age, or marital status, therefore be it

Resolved, To insert the words, “sexual orientation” after the word, “sex” and before the word, “age.”

**Adopted 2004**

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## **MAKING THE MAIL HANDLERS UNION A DEPARTMENT OF AMERICAN POSTAL WORKERS UNION**

—5—

WHEREAS, The Mail Handlers Union constantly argues to downgrade clerk craft jobs to lower paying Level 4 jobs, and

WHEREAS, The Postal Service has shown a great propensity to assign new work assignment opportunities to mail handlers because of their lower wage level, and

WHEREAS, The American Postal Workers Union believes that much of the work assigned to the mail handlers by the Postal Service nationally is Level 5 clerk craft work, and

WHEREAS, The American Postal Workers Union believes that all employees have a right to be paid commensurate with duties they perform and

WHEREAS, The American Postal Workers Union believes that all employees are entitled to work at the highest wage rate possible to be achieved and to retire with the greatest annuity possible, and

WHEREAS, Currently LIUNA, the mother organization of NPMHU has withdrawn as an AFL-CIO member, and

WHEREAS, The AFL-CIO constitution provides that member unions are not permitted to raid other member unions but does not restrict such action as it relates to non-member unions, and

WHEREAS, Article 2, Section 2 of the American Postal Workers Union constitution requires that the American Postal Workers Union strive for one postal union to represent all postal employees, therefore be it

*Resolved*, That the American Postal Workers Union immediately convene a committee to study efforts and procedure and processes to bring the NPMHU into the American Postal Workers Union as a new Department by undertaking a card referendum via the National Labor Relations Board.

**Adopted 2006**

## **ARTICLE 4**

### **EMPLOYEE INPUT ON TECHNOLOGICAL AND MECHANIZATION CHANGES**

**—8—**

Whereas, The design of work stations brought about by the introduction of new technologies has significant implications both in health and safety as well as skill requirement, and

Whereas, Workers input in the design of new work processes and work stations has been proven to be mutually beneficial to companies and unions, therefore be it

Resolved, that the Union seek to negotiate language which would mandate that bargaining unit employees who will actually use the new technology and the designers of that equipment work together on the design and layout of such equipment so as to address these issues at the earliest possible stage of the planning process.

**Adopted 1998**

**Previously Adopted #14 1990**

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### **PROHIBIT TRANSFER OF WORK FUNCTIONS DUE TO TECHNOLOGICAL AND MECHANIZATION CHANGES**

**—9—**

Whereas, The development of new technologies by the United States Postal Service has facilitated the transfer of work traditionally performed by bargaining unit employees to outside contractors, such as happened with the Remote Encoding Process, and

Whereas, Further technological developments threaten to continue the erosion of the bargaining unit, therefore be it

Resolved, That the Union seek to negotiate language that would prohibit the transfer of work functions normally and historically performed by bargaining unit employees to nonbargaining-unit or contract employees due to a change in the means, method or process of a work function, including the introduction of computers or other new or advanced technology.

**Adopted 1998**

## **SAVED GRADE FOR EMPLOYEES WHO HAVE HAD JOBS ELIMINATED**

**—10—**

Whereas, the bidding requirement places an undue burden on saved grade employees to bid jobs they do not want and withdraw from without qualifying, and

Whereas, the forced bidding and subsequent withdrawal from bids by saved grade employees has resulted in many Level 6 jobs “falling through” the bidding procedure for unencumbered assignment of Part-Time Flexibles preference, and

Whereas, this skewing of the bidding procedure results in large numbers of regular employees not being able to exercise their seniority rights, therefore be it

Resolved, that this 14th biennial Convention go on record in support of changing the language of Article 4 to “An employee whose job is eliminated and who cannot be placed in a job of equal grade shall receive saved grade for life.

**Adopted 1998**

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## **SAVED GRADE PROTECTION WHO HAVE HAD JOBS ELIMINATED**

**—11—**

Whereas, The Letter Sorting Machines (LSM) no longer exists in many postal facilities due to increased technological and mechanization changes, an

Whereas, Former Letter Sorting Machines operators are protected under Article 4 of the Collective Bargaining Agreement and the Letter Sorting Machines Downsizing Agreement, and

Whereas, At the Clerk Craft Conference (1997) it was the opinion of Vice President Burrus that saved grade protection would apply to transfers, and

Whereas, That opinion cannot be found in any handbook, manual or the Collective Bargaining Agreement, therefore be it

Resolved, That the American Postal Workers Union seek to negotiate a provision to Article 4 allowing saved grade protection to go with employees who transfer.

**Adopted 1998**

## **E-COMMERCE VENTURES AND NEW JOBS**

**—228—**

Whereas, The General Accounting Office (GAO) has estimated that the Postal Service may lose up to ten percent (10%) of First Class mail volume by the year 2008 due to use of the Internet and other alternatives to use of the postal service, and

Whereas, Canada Post has created electronic bill processing, and secure sites for E-mail and documents for the public use, and

Whereas, the Postal Service as of this date has not embraced the Internet for alternative sources of revenue, therefore be it

Resolved, That all jobs created from such internet ventures be made part of the American Postal Workers Union Bargaining Unit.

**Adopted 2000**

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## **AUTOMATED FLAT SORTING MACHINE 100 TIME AND ATTENDANCE COLLECTION SYSTEM MEMORANDUM OF UNDERSTANDING**

**—11—**

Whereas, the Automated Flat Sorting Machine 100/Time and Attendance Collection System Memorandum of Understanding resolved many of the longstanding difficulties employees have experienced with the application of the “saved grade” provisions of Article 4.3 of the National Agreement, and provided a more equitable basis for retention of saved grade status, and

Whereas, large numbers of employees continue to have jobs eliminated through technological or mechanization changes, therefore be it

Resolved, That the American Postal Workers Union negotiate to change, the terms of the Automated Flat Sorting Machine 100/Time and Attendance Collection System Memorandum of Understanding to extend to any employee whose job is eliminated due to technological or mechanization changes, specifically including the two-year “grace period” on bidding and the “one-for-one” elimination of saved grade positions if there is no successful bidder.

**Adopted 2002**

## **ARTICLE 6**

### **SEVERANCE PAY FOR LAID OFF WORKERS**

**—12—**

Whereas, The American Postal Workers Union believes that “an injury to one is an injury to all.”

Whereas, All dedicated unionists are outraged at the callous downsizing by large corporations.

Whereas, Postal workers with less than six (6) years’ service are in danger of possible layoff, therefore be it

Resolved, That American Postal Workers Union endeavor to negotiate two (2) months severance pay for every year of service for laid off Postal workers and that our Legislative Department work towards legislation to require two (2) months severance pay for every year of service for laid off workers in every industry.

**Adopted 1998**

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### **TRANSITIONAL EMPLOYEE RIGHTS AND BENEFITS**

Whereas, Transitional employees have been and are anticipated to continue to be a part of the U. S. Postal Workforce, and

Whereas, those Transitional Employees represented by the American Postal Workers Union are not currently afforded the same rights and benefits as career employees, therefore be it

Resolved, that the American Postal Workers Union negotiate language which will grant those Transitional Employees represented by the American Postal Workers Union, the same rights and benefits as the part-time flexible employees.

**Adopted 1998**

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### **PERCENTAGE OF CASUALS**

**—98—**

Whereas, Article 7B American Postal Workers seek to create equity when the percentage of casuals employed by setting the limitations by craft within each installation.

Whereas, the percentage of casuals are presently tracked and computed on a national level.

Whereas, this does not properly address the casual issues for all locals and craft.

Resolved, that the percentage of casuals (if it is not zero) should be computed separately for each craft within each installation.

**Adopted 1998**

## **NO LAYOFF RESOLUTION**

**—229—**

Whereas, The Postal Service has many opportunities to provide better service, including but not limited to expansion of parcel post service, retail outlets, and "in-house" unionized Priority Mail, which should more than offset reductions in career jobs due to automation, and

Whereas, "Reduction in Force" for career employees has not been a serious issue since the adoption of the no layoff clause in 1978, therefore be it

Resolved, The no layoff clause in Article 6.1 be revised to include all career employees hired before the November 20, 2000 expiration of the current contract.

**Adopted 2000**

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## **NO LAYOFF PROTECTION**

**—12—**

Whereas, A substantial number of postal employees have less than six years seniority, and

Whereas, Article 6 only provides protection against involuntary layoff or force reduction for employees who have completed six years of continuous service, and

Whereas, Three years is more than adequate time for an employee to demonstrate their suitability for postal employment and to deserve a commitment from the employer, therefore, be it

Resolved, That the American Postal Workers Union seek to negotiate Article 6, Section 2 to read: "Employees who become members of the regular work force after the date of this award, September 15, 1978, shall be provided the same protection afforded under (1) above on completion of three (3) years of continuous service.

**Adopted 2002**

**Previously Adopted Resolution 14 from 1992**

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## **PTFS WHO HAVE COMPLETED SIX YEARS OF SERVICE**

**-2-**

WHEREAS, part time flexibles in offices of 200 or more man hours have been awarded full-time positions, while part time flexibles in smaller facilities spend upward of ten years serving the company without the security of a guaranteed 40 hour week, therefore be it

Resolved, that part time flexibles, upon completion of six (6) years of service afforded protection against involuntary layoff or force reduction, also be afforded the security of being converted to a regular position, even if it is a full time flexible – regular bid job.

**Adopted 2008**

## **ARTICLE 7**

### **DEFINE PART-TIME REGULAR EMPLOYEES**

**—13—**

Whereas, The part-time regular work force is growing in many offices, and  
Whereas, There are many unanswered concerns regarding part-time regulars, and  
Whereas, part-time regulars should be regularly scheduled during specific hours of duty, and  
Whereas, Article 7 does not provide a definition regarding part-time regulars, and

Whereas, The employer often times misapplies the language from the definition of part-time employees regarding part-time flexibles being available to work flexible hours as assigned, therefore be it

Resolved, That the American Postal Workers Union attempt to negotiate clear, unambiguous language regarding the definition of part-time regular employees.

**Adopted 1998**

**Previously Adopted #90 1986**

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### **TRANSITIONAL EMPLOYEE RIGHTS AND BENEFITS**

**No Number, Committee Resolution**

Whereas, Transitional employees have been and are anticipated to continue to be a part of the U. S. Postal Workforce, and

Whereas, those Transitional Employees represented by the American Postal Workers Union are not currently afforded the same rights and benefits as career employees, therefore be it

Resolved, that the American Postal Workers Union negotiate language which will grant those Transitional Employees represented by the American Postal Workers Union, the same rights and benefits as the part-time flexible employees.

**Adopted 1998**

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### **ELIMINATE CASUALS**

**—14—**

Whereas, Management continues to hire casual employees in lieu of career employees, and

Whereas, The duties these casuals perform clearly constitute the need for additional permanent career employees, therefore be it, Resolved, The American Postal Workers Union negotiate to eliminate casuals.

**Adopted 1998**

**Previously Adopted #21 1992**

## **ELIMINATE OR LIMIT THE USE OF CASUALS**

**—15—**

Whereas, Article 7, Section 1, Part B states that Casuals are a “Limited term supplemental work force, but may not be employed in lieu of full- or part-time employees.” and “Casuals are limited to two (2) ninety (90) day terms of casual employment in a calendar year. In addition to such employment, casuals may be reemployed during the Christmas period for not more than twenty-one (21) days”,, and

Whereas, This contractual language was negotiated when the American Postal Workers Union, National Association of Letter Carriers, and Mailhandlers Unions negotiated together jointly, and

Whereas, The Unions negotiated separately for the 1994-1998 National Agreement, and

Whereas, Management is of the opinion that they can use casuals one hundred eighty (180) days in an American Postal Workers Union Craft, one hundred eighty (180) days in the National Association of Letter Carriers and one hundred eighty (180) days in the Mailhandlers Craft, and management keeps rotating the casuals for years in various Crafts in various facilities, thus providing year around employment exploiting the casual by not paying career employee (Union) wages, benefits, and having casuals with a lack of union representation, just cause for removals, etc., and

Whereas, Year around employment of casuals was never the intent of Article 7, Section 1, Part B for the supplemental work force, and

Whereas, It is unethical and immoral for management to exploit the casuals in this manner, therefore be it

Resolved, That the American Postal Workers Union negotiators attempt to negotiate the removal of all casuals in all American Postal Workers Union crafts, and if not attainable, attempt to negotiate an agreement with the Postal Service and the National Association of Letter Carriers and the Mailhandlers Union to limit the use of casuals to two (2) ninety (90) day periods and twenty-one (21) days in the Christmas period, total per calendar year, and to prohibit the movement of casuals from craft to craft or from facility to facility, outside of two (2) ninety (90) days periods and twenty-one (21) days at the Christmas period.

**Adopted 1998**

**Previously Adopted #21 1992**

## **ELIMINATION OF PART-TIME FLEXIBLES IN OFFICES WITH OVER 200 MAN YEARS**

**—16—**

Whereas, There is no operational justification in processing plants for flexibility in light of automation and constant work hours, therefore be it

Resolved, To eliminate the part-time flexible category in larger offices.

**Adopted 1998**

**Previously Adopted #13 1994**

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## **EMPLOYEE COMPLEMENTS**

**—17—**

Whereas, The current language in Article 7 allows the Employer to arbitrarily staff a disproportionate number of part-time employees versus full-time employees to an individual craft by utilizing the combined numbers of all bargaining units of the American Postal Workers Union, therefore be it

Resolved, That the American Postal Workers Union attempt to negotiate a contractual language change to Article 7 which would change the word combined to individual.

**Adopted 1998**

**Previously Adopted #74 1988 & #20 1992**

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## **FULL-TIME VS. PART-TIME RATIOS SHOULD BE NINETY/TEN AT LOCAL LEVEL**

**—18—**

Whereas, The American Postal Workers Union was singled out for disparate full-time vs. part-time ratios in the 1994 Contract, therefore be it

Resolved, That the ratio of full-time vs. part-time employees in crafts represented by the American Postal Workers Union shall be ninety/ten (90/10) at the Local Level.

**Adopted 1998**

**Previously Adopted #31 1994**

**LIMIT USE OF CASUALS TO CRAFT THEY ARE HIRED INTO AND TO TWO  
NINETY-DAY APPOINTMENTS**

—19—

Whereas, The use of casuals is detrimental to career employees, therefore be it

Resolved, That a cap on casual employees be instituted at the Local Level, and be it further

Resolved, That casuals be bound by the definition of the craft in which they are employed, and be it further

Resolved, That the term of employment in the Postal Service will be limited to two (2) ninety (90) day terms in a calendar year.

**Adopted 1998**

**Previously Adopted #23 1992**

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**MAXIMIZE NUMBER OF FULL-TIME EMPLOYEES**

—20—

Whereas, Article 7 grants the employer the right to hire up to twenty percent (20%) part-time employees in postal installations which have two hundred (200) or more man years of employment, and

Whereas, There is no prohibition to prevent the employer from staffing this entire twenty percent (20%) with all part-time flexible employees or all part-time flexible regular employees, or any mixture of employees in-between, and

Whereas, The employer is hiring part-time regular employees in ever increasing numbers, and

Whereas, The increase staffing of postal installations with part-time regular employees and the decrease staffing of postal installations with part-time flexible employees, has caused widespread scheduling problems and the overall loss of flexibility with these postal installations, and

Whereas, The employer has on many occasions stated that they are proper in doing such, pursuant to the language in Article 7, which states: The Employer shall maximize the number of full-time employees and minimize the number of part-time employees who have no fixed work schedules in all postal installations.” therefore be it

Resolved, That the union shall attempt to negotiate contract language that will change Article 7 by rewording it to read: “The Employer shall maximize the number of full-time employees and minimize the number of part-time employees in all postal installations.”

**Adopted 1998**

**Previously Adopted #74 1988 & #20 1992**

## **MAXIMIZING PART-TIME FLEXIBLES**

**—21—**

Whereas, Management has intentionally reduced the hours and changed the days off of the part-time flexibles in order to circumvent maximization, and

Whereas, There has been excessing and withholding of bid jobs, therefore be it

Resolved, That the American Postal Workers Union seeks to negotiate to change Article 7 to read: "A part-time flexible employee working eight (8) hours on any five (5) days within a seven (7) day work week, for a three (3) month period will demonstrate the need for converting the assignment to a full-time position."

**Adopted 1998**

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## **NO TWO-TIERED BARGAINING**

**—22—**

Whereas, The American Postal Workers Union sets forth in the Preamble of its Constitution that, as Union members we believe in the right of all men and women to determine their own destiny and to participate in the forces and events that affect them, and

Whereas, The strength and unity of this great Union is damaged by issues which cause divisiveness, bitterness, separation or inequity among its members, and

Whereas, It is in the best interests of all members of the American Postal Workers Union to foster and nurture greater unity and to promote solidarity among their brothers and sisters, and

Whereas, The effects of a two-tiered work force, in which one group has clear and distinct advantages and benefits that another does not have, was seen plainly and evidently in the strike of the International Brotherhood of Teamsters against the United Parcel Service, and

Whereas, The United States Postal Service has expressed their admiration of, and interest in obtaining, a work force structured similarly to that of the United Parcel Service, therefore be it

Resolved, That the American Postal Workers Union shall not bargain for, nor broker, nor enter into, any agreement with the United States Postal Service which would cause any such kind of a tiered work force, and be it further

Resolved, That no new class or status of employees shall be negotiated or agreed to which serves to undermine the seniority, wages, benefits, unity or solidarity of the members of the American Postal Workers Union.

**Adopted 1998**

## **NOTIFY UNION WHEN NON-CAREER EMPLOYEES WORK IN CLERK CRAFT**

**—23—**

Whereas, Article 7 does not contain language which requires the employer to notify the union when casuals or other non-career employees are worked in the clerk craft, and

Whereas, The employer frequently utilizes Letter Carrier and Mail Handler casuals, as well as other non-career employees to perform Clerk Craft work normally performed by clerks, and

Whereas, There is no present tracking method in place to monitor such workers so as-the union may determine percentages to enforce the contract, therefore be it Resolved, That the union shall attempt to negotiate contract language requiring the employer to notify the union each and every time non-career employees and casuals, other than those assigned to the Clerk Craft, perform Clerk Craft work.

**Adopted 1998**

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## **NUMBER OF TRANSITIONAL EMPLOYEES AT REMOTE ENCODING CENTERS**

**—24—**

Whereas, Currently career work hours make up thirty percent (30%) of the Remote Encoding Centers, therefore be it

Resolved, That the transitional work force shall be no more than twenty percent (20%) of the total Remote Encoding Center complement.

**Adopted 1998**

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## **PART-TIME FLEXIBLE EMPLOYEES GUARANTEED ONE SCHEDULED DAY OFF**

**—25—**

Whereas, The APWU is the exclusive bargaining representative of all employees identified in Article 1 of the National Agreement, and

Whereas, Article 7 does not have language guaranteeing a Part-Time Flexible employee an off day,

Whereas, Everyone should be guaranteed at least one off day, therefore be it

Resolved, That the American Postal Workers Union negotiate language that will guarantee Part-Time Flexibles at least one (1) off day per week.

**Adopted 1998**

## **PART-TIME FLEXIBLE EMPLOYEES TO BE CONVERTED TO FULL-TIME FLEXIBLE IN FIVE YEARS**

**—26—**

Whereas, The goal of the Union is to provide jobs that allow a living wage, therefore be it  
Resolved, That the National Convention go on record as directing the Negotiating Team to  
negotiate a five (5) year cap on employees involuntarily remaining Part-Time Flexible. That  
Part-Time Flexible employees exceeding five (5) years shall be converted to Full-Time Flexible  
(unless they volunteer to remain Part-Time Flexible).

**Adopted 1998**

**Previously Adopted #93 1988 & #35 1992 & #21 1994**

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## **REPOSTING PART-TIME REGULAR ASSIGNMENTS**

**—28—**

Whereas, The American Postal Workers Union has negotiated language for a Part-Time  
Regular work force, and

Whereas, Part-Time Regular duty assignments are on an increase within the Postal Service,  
and are counted in the compliment of eighty percent (80%) full time, thus keeping Part-Time  
Flexibles from promotion to full time, and

Whereas, There is abuse from management in posting Part-Time Regular assignments with a  
“part-time” schedule knowing they can increase the hours up to thirty-nine (39) hours per week  
without penalty,

Whereas, The Collective Bargaining Agreement allows for a change in start times, non-  
scheduled days and duty assignments without reporting, and

Whereas, There are a number of part-time regulars who willingly work the extra hours on a  
weekly basis, therefore be it

Resolved, That the American Postal Workers Union negotiate a penalty for part-time regular  
hours worked in excess of the hours posted on the duty assignment, and be it further Resolved,  
That the penalty be equal to that of overtime and the Postal Service be required to assign those  
hours to the overtime desired list in accordance with Article 8 and Local Memorandums of  
Understanding (LMOUs), and be it further part-time compliment.

**Adopted 1998**

## **PERCENTAGE OF CASUALS**

### **—R-98-012-MVS—**

Whereas, Article 7B American Postal Workers seek to create equity when the percentage of casuals employed by setting the limitations by craft within each installation.

Whereas, the percentage of casuals are presently tracked and computed on a national level.

Whereas, this does not properly address the casual issues for all locals and craft.

Resolved that the percentage of casuals (if it is not zero) should be computed separately for each craft within each installation.

**Adopted 1998**

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## **WORK TRANSITIONAL EMPLOYEES AT LEAST 360 DAYS**

### **—29—**

Whereas, Currently a Transitional Employee can be hired for terms of one (1) day, therefore be it

Resolved, That Transitional Employees be hired for a term not less than three hundred sixty (360) days, and be it further

Resolved, That Transitional Employees should not be removed from the Postal Service during the five (5) day break in service.

**Adopted 1998**

## **CONVERSION OF PART-TIME REGULAR POSITIONS TO FULL-TIME POSITIONS**

—9—

Whereas, Full-time regular, part-time regular, and part-time flexible employees are represented by the Union, and

Whereas, The language of Article 7, Section 3, establishes provisions which must be met in order to convert a part-time flexible position to a full-time regular position, and

Whereas, There are no provisions for conversion of part-time regular positions to full-time regular positions or for selection of part-time regulars who could be considered for conversion (e.g. by seniority, position description, qualifications, volunteers/non-volunteers, etc.), and

Whereas, Some installations have the allowed twenty percent (20%) part-time staffing filled by part-time regulars with no part-time flexibles, and

Whereas, Utilization of employees in this manner allows the employer to continually violate the terms of the Collective Bargaining Agreement and continually delays the mail, therefore be it

**Resolved**, The American Postal Workers shall attempt to negotiate language that will provide for conversion of part-time regular positions to full-time regular positions.

**Adopted 2000**

**Previously Adopted: 1994 National Convention, Resolution 13; 1992 National Convention, Resolution 20**

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## **CREATION OF DUTY ASSIGNMENTS**

—10—

Whereas, Article 7.3.C is the only language contained in the Collective Bargaining Agreement that defines specific conditions under which a duty assignment can be created; and

Whereas, The language only refers to hours worked by part-time flexible (PTF) employees, and

Whereas, There are many other circumstances which established the need to create a full-time duty assignment, all of which require painstaking documentation on the part of the steward in order to prove the need for the duty assignment, therefore be it

**Resolved**, That language be negotiated mandating the creation of a full-time duty assignment whenever duties are performed within recognized job descriptions for eight (8) hours within nine (9) or eight (8) hours within ten (10), as applicable, for six (6) months or longer.

**Adopted 2000**

## **ELIMINATION OF PART-TIME FLEXIBLE POSITIONS AT PROCESSING AND DISTRIBUTION CENTERS AND AT BULK MAIL CENTERS**

**—11—**

Whereas, In modern Processing and Distribution Centers and Bulk Mail Distribution Centers there is no operational need to use part-time flexible employees, therefore be it

Resolved, The American Postal Workers Union will attempt to negotiate elimination of use of part-time flexible employees at Processing and Distribution Centers and at Bulk Mail Centers.

**Adopted 2000**

**Previously Adopted: 1998 National Convention, Resolution 16**

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## **EMPLOYEE COMPLEMENT IN OFFICES OF LESS THAN TWO HUNDRED MAN YEARS**

**—12—**

Whereas, Article 7, Section 3.A requires the Employer to staff all postal installations which have two hundred (200) or more man years of employment in the regular work force with eighty percent (80%) full-time employees, and

Whereas, Article 7, Section 3.B requires the Employer to maximize the number of full-time employees and minimize the number of part-time employees who have no fixed work schedules in all postal installations, and

Whereas, Disputes often occur regarding the number of employees required for maximization, and

Whereas, The language in Article 7, Section 3.C is insufficient because the Employer does the scheduling and the Employer often changes the schedule(s) of part-time flexible(s) to avoid converting assignments to full-time regular positions, and

Whereas, Management reverts and/or abolishes full-time regular positions with impunity, therefore be it

Resolved, The American Postal Workers Union negotiate requirements that cause postal installations with less than two hundred (200), but more than two (2) man years of employment to be staffed with a MINIMUM of sixty (60%) full-time regular employees.

**Adopted 2000**

**Previously Adopted: 1996 National Convention, Resolution 9; 1992 National Convention, Resolutions 20; 1990 National Convention, Resolution 19; 1988 National Convention, Resolution 74**

## **EXPANDED CAREER OPPORTUNITIES FOR TRANSITIONAL EMPLOYEES**

**—13—**

Whereas, Remote Encoding Centers are being closed at a rapid rate, and  
Whereas, The majority of the Remote Encoding Centers are staffed by Transitional  
Employees, and

Whereas, These employees do not have career opportunities, therefore be it  
Resolved, The American Postal Workers Union should expand the right to career  
opportunities for transitional employees.

**Adopted 2000**

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## **IMMEDIATE CONVERSION OF THE SENIOR PART-TIME FLEXIBLE**

**—14—**

Whereas, There is an unreasonable delay in conversion of part-time flexible employees to  
full-time status in accordance with the Memorandum of Understanding on Maximization/Full-  
time Flexible employees (p. 299) of the Collective Bargaining Agreement, therefore be it

Resolved, The senior part-time flexible employee, in installations of any size, shall be  
immediately converted to full-time status.

**Adopted 2000**

## **LIMITATION ON PART-TIME REGULAR POSITIONS**

**—15—**

Whereas, Full-time regular, part-time regular and part-time flexible employees are represented by the Union, and

Whereas, The language of Article 7, Section 3, allows the employer to staff all postal installations that have two hundred (200) or more man year years of employment in the regular work force with up to twenty percent (20%) part-time employees, and

Whereas, Under the provisions of Article 7, Section 3, the employer has total discretion to staff these installations with up to twenty percent (20%) part-time flexible employees, or up to twenty percent (20%) part-time regular employees, or any combination thereof, and

Whereas, Some installations have the allowed twenty percent (20%) part-time staffing filled by part-time regulars with no part-time flexibles, and

Whereas, Utilization of employees in this manner allows the employer to continually violate the terms of the Collective Bargaining Agreement and causes continual delay of mail, therefore be it

Resolved, The American Postal Workers Union shall attempt to negotiate additional limitations on the number of part-time regular positions allowed within the percentage of part-time staffing permitted within an installation.

**Adopted 2000**

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## **LIMIT USE OF NON-CAREER EMPLOYEES TO MONTH OF DECEMBER**

**—16—**

Whereas, The Postal Service has continuously and habitually violated contractual provisions regarding the use of casuals, therefore be it

Resolved, The American Postal Workers Union will attempt to eliminate the use of non-career employees other than during the month of December.

**Adopted 2000**

**Previously Adopted: 1996 National Convention, Resolution 8; 1992 National Convention, Resolution 21; 1988 National Convention, Resolutions 73, 82, and 86**

## **NEGOTIATE REALISTIC EMPLOYEE COMPLIMENT RATIOS**

**—17—**

Whereas, Prior to the 1990 arbitrated contract, the ratio of full-time to part-time employees was ninety percent (90%) to ten percent (10%) in two hundred (200) man-year offices and larger, and

Whereas, The United States Postal Service was successful in convincing an arbitrator that due to the unknowns of automation (at that time) that it was necessary to adjust that ratio, and

Whereas, The arbitrator bought the song and dance and imposed a new ratio of eighty percent (80) full-time twenty percent (20%) part-time, which has remained in each subsequent contract, and

Whereas, There clearly is no justifiable or demonstrated need for this level of "flexibility", and

Whereas, The United States Postal Service has recently realized the value of this windfall from 1990 and begun to hire the maximum number of part-time flexible employees allowed in an effort to reduce work hours of part-time flexible employees thereby providing a new method of circumventing the Part-Time Flexible Maximization Memo, and

Whereas, This type of staffing provides no security and interferes with the lives of employees thereby diminishing their quality of life and minimizing opportunities for full-time status, and

Whereas, The twenty percent (20%) part-time ratio is actually much greater because that twenty percent (20%) is based on the entire American Postal Workers Union bargaining unit, which in effect, creates a much greater percentage of part-time flexible staffing than is allowed in the Clerk Craft alone, therefore be it

Resolved, That the Union maximize efforts to negotiate a more realistic, humane percentage/ratio of full-time to part-time employees in two hundred (200) man-year and larger offices, and be it further

Resolved, That the Union negotiate realistic maximum percentages for smaller offices as well.

### **Adopted 2000**

### **Previously Adopted – 1st Resolved**

**1988 National Convention, Resolutions 97 and 98; 1990 National Convention, Resolution 19; 1996 National Convention, Resolution 9; 1998 National Convention; Resolution 20**

### **2nd Resolved**

**1988 National Convention, Resolutions 74, 97, and 98; 1990 National Convention, Resolution 19; 1992 National Convention, Resolution 20; 1996 National Convention, Resolution 9**

## **POSTED SCHEDULES FOR PART-TIME FLEXIBLES**

**—19—**

Whereas, Part-time flexible employees in the Postal Service are not given a weekly schedule, and

Whereas, Part-time flexible employees have a life other than the Post Office, therefore be it

Resolved, That all part-time flexible employees will be given a written schedule stating both starting and ending time which will be posted no later than Wednesday of the preceding the work week.

**Adopted 2000**

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## **ELIMINATION OF REFERENCE TO NON-APWU CRAFTS IN ARTICLE 7**

**—230—**

Whereas, The National Agreement has been in existence since 1971, at which time it covered all bargaining unit employees in the Postal Service, and

Whereas, Unfortunately, some of these bargaining units have discontinued joint negotiations with the American Postal Workers Union and have negotiated separate agreements with the Postal Service,

Whereas, Postal management continues to use contract language that formerly applied to all crafts in a manner out of context and inconsistent with its original intended application in order to justify stealing work from crafts represented by the American Postal Workers Union, therefore be it

Resolved, That the language of Article 7, Section 2 be amended to add a new Section 2.D., which will read:

D. The above Sections A. through C. shall apply only to those crafts covered by this Agreement, and That the letter "s" shall be deleted from the word "Unions" where it appears in the phrase "of the affected Unions" in Section 2.A.2.

**Adopted 2000**

## **PART-TIME FLEXIBLE EMPLOYEE COMPLEMENT IN SMALL OFFICES**

**—232—**

Whereas, Employees in small offices may spend their entire postal career without realizing the benefits and options of becoming a full-time regular employee, and

Whereas, Part-time flexibles in small offices are not afforded the protection that regulars enjoy from the whims of abusive managers, therefore be it

Resolved, That the ratio of part-time flexible employees to full-time regular employees in offices under one hundred (100) man years be ninety percent (90%) full-time regular employees to ten percent (10%) part-time flexible employees.

**Adopted 2000**

**Previously Adopted: 1994 National Convention, Resolution 31; 1988 National Convention, Resolution 98**

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## **SENIORITY FOR PART-TIME FLEXIBLE EMPLOYEES**

**—233—**

Whereas, Part-time flexible employees are career employees who may wait several years before being eligible for a regular assignment, and

Whereas, The knowledge and skill level of an experienced part-time flexible employee equals that of a regular employee, and

Whereas, The part-time flexible employee has very few privileges regardless of his/her time in service, and

Whereas, Part-time flexible employees have no opportunity to "bid" for temporary changes in duty hours/assignments, therefore be it

Resolved, That part-time flexible employee will be afforded seniority rights in the same manner as regular employees, including temporary bids, holiday call-ins, preferred duty assignments, transfer seniority, swaps, etc.

**Adopted 2000**

**Previously Adopted: 1992 National Convention, Resolution 55**

## **THIRTY HOUR WORK WEEK AND/OR INCREASE IN ANNUAL LEAVE**

**—245—**

Whereas, According to the book "The Overworked American" rising labor force participation, combined with falling "real" wages has effectively added a month to the work year of the average working person since 1970, and

Whereas, This increase cuts family time and time for personal enjoyment for postal workers and other working people, and

Whereas, Postal workers have earned a "real" hourly wage increase by our rising productivity, and

Whereas, A shorter work week at the same pay rate would increase good postal jobs, would resolve problems related to reduced work hours due to automation advances, and would make it easier to establish full-time regular duty assignments, therefore be it

Resolved, That the American Postal Workers Union will attempt to negotiate a reduced work week for full-time regulars at the same weekly pay rate (thirty (30) hours work for forty (40) hours pay), and be it further

Resolved, That overtime and penalty rates be adjusted to reflect the new regular daily or weekly hours, and be it further

Resolved, That part-time regulars and part-time flexibles receive an hourly pay increase equal to that received by full-time regulars, and be it further

Resolved, That in addition, or in the alternative, the Union will seek to negotiate an equal addition of weeks of annual leave in each seniority category, with appropriate revision to language in the Employee and Labor Relations Manual.

**Adopted 2000**

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## **TRANSITIONAL EMPLOYEES**

**—246—**

Whereas, Transitional employees are dues paying members who do not receive benefits similar to those of career employees, therefore be it

Resolved, Article 8, Section 8.A shall apply to transitional employees

**Adopted 2000**

## **LIMIT USAGE OF LOANERS**

**—14—**

Whereas, Loaners are being used to the detriment of Part-time Flexible employees, and  
Whereas, Loaners' hours only count for conversion in their home office, therefore be it  
Resolved, That the American Postal Workers Union seek language to include loaner hours as  
part of the 80/20 percentage for conversion, and be it further

Resolved, That the American Postal Workers Union seek to strengthen language to prevent  
the misuse of loaners.

**Adopted 2002**

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## **2/4 YEAR CAP BE PLACED ON PART-TIME FLEXIBLE CONVERSIONS**

**—17—**

Whereas, Management has used every means available to them to keep Part-time flexibles  
from being converted, and

Whereas, There are Part-time flexibles who have been on the Part-time flexible rolls for  
many years, and

Whereas, Management has consistently abused the use of Part-time flexibles, therefore be it

Resolved, That not later than two (2) years after the Part-time flexible's hire date on PS Form  
50, in an installation that has 100 or more man years, and not more than four (4) years in an  
installation that has less than 100 man years, the Part-time flexible employees shall be converted  
to regular status.

**Adopted 2002**

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## **ASSIGNING PART-TIME FLEXIBLE EMPLOYEES AT THE STRAIGHT-TIME RATE PRIOR TO USING CASUAL EMPLOYEES**

**—19—**

Whereas, The current language in Article 8, Section 3, paragraph 2, is management's crutch  
to utilize casual employees prior to using Part-time flexible employees for eight hours a day or  
forty hours in a service week, and

Whereas, Article 7, Section 1.B.2. of our Collective Bargaining Agreement has language  
against such action when the utilization of casual employees is involved, therefore be it

Resolved, That the American Postal Workers Union negotiate to remove, in part, the current  
language in Article 7, Section 1.B.2. that reads "Make every effort to."

**Adopted 2002**

## **UTILIZATION OF PART-TIME FLEXIBLES PRIOR TO CASUALS**

**—20—**

Whereas, Part-time flexible employees often have to wait for many years to be converted to full-time status, and

Whereas, Management routinely manipulates such part-time employees' schedules in order to circumvent the language in the Maximization Memorandum, by scheduling them for six 7-hour days, and

Whereas, Management frequently utilizes casuals in such a way as to facilitate such manipulation of part-time employees' schedules, and then relies upon the phrase "during the course of a service week" to justify their actions, therefore be it

*Resolved*, That our National negotiate to have the words "during the course of the week" removed from Article 7.1.B.2.

**Adopted 2002**

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## **AUTOMATIC PAYMENT OF 12/60 HOUR LIMIT VIOLATIONS**

**—23—**

Whereas, Current timekeeping systems do not permit automatic payment of 12/60 hour limit violations, therefore be it

*Resolved*, That timekeeping procedures be changed so that automatic payment occurs after such violation without grievance or manual adjustment.

**Adopted 2002**

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## **8 HOUR REST PERIOD BETWEEN TOURS**

**—24—**

Whereas, There is currently no limit of rest hours between work hours, and

Whereas, Postal employees' health and safety may be at risk, therefore be it

*Resolved*, The American Postal Workers Union seeks a minimum of an eight (8) hour rest period between work hours, and be it further

*Resolved*, That this limit not change any current Local Memorandum of Understanding provisions which achieve greater hours between work hours.

**Adopted 2002**

**Previously Adopted in 1992, Resolution #42; similar resolutions in 1972, 1974, 1986 and 1990.**

## **MAXIMIZATION**

**—204—**

Whereas, Management is determined not to convert Part Time Flexible (PTF) employees to full time by going around Article 7.3.b and c. of the Collective Bargaining Agreement, and

Whereas, Management has been scheduling PTF employees to work six hours a day, six days a week to avoid maximization, and

Whereas, Management can schedule two (2) PTF employees for six (6) hours consecutively to span a twelve (12) hour shift in any single day, and

Whereas, PTF employees do not get paid overtime until they reach forty (40) hours of work in any service week, and

Whereas, PTF employees are only given one break in a six-hour shift, or required to take lunch half an hour before end of tour if working more than six hours but less than seven hours, and

Whereas, PTF employees are oftentimes required to work a split shift making it impossible for them to work elsewhere to supplement their income, therefore be it

Resolved, That the American Postal Workers Union will negotiate to modify the language in Article 7.3.C to encompass 39 hours or more within 7 days.

**Adopted 2002**

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## **MAXIMIZATION**

**—206—**

Whereas, Management is determined not to convert Part-time flexible employees to full-time by going around Article 7.3.B and C of the Collective Bargaining Agreement, and

Whereas, Management has been scheduling Part-time flexible employees to work six (6) hours a day, six (6) days a week to avoid maximization, and

Whereas, Management can schedule two (2) Part-time flexible employees for six (6) hours consecutively to span a twelve (12) hour shift in any single day, and

Whereas, Part-time flexible employees are oftentimes required to work a split shift while other Part-time flexible employees cover the period in between, therefore be it

Resolved, That the American Postal Workers Union will negotiate to insert the following language as Article 7.3.D “All hours worked by any part-time flexible that amount to eight (8) hours within a twelve (12) hour period within seven (7) days in a service week for six (6) continuous months demonstrates a need for a full-time position and the senior PTF must be converted due to maximization,” and be it further

Resolved, That the American Postal Workers Union will negotiate in the next contract to insert the following language as Article 7.3.E “All hours worked by a part-time flexible that amount to 39 or more hours within seven (7) days in a service week for six (6) continuous months demonstrates a need for a full-time position and the senior PTF must be converted due to maximization.”

**Adopted 2002**

## **CASUAL EMPLOYEES**

**—6—**

Whereas, Casual employees are clearly being used instead of career employees, and

Whereas, This has been going on for years, and

Whereas, The only way to remedy this situation is to eliminate the use of casuals totally, therefore be it

Resolved, That Article 7 Section 1.B be eliminated from the National Agreement.

**Previously Adopted: #21 1992 Convention**

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## **CASUAL COMPLEMENTS**

**—5—**

Whereas, Certain offices can have hundreds of casual employees under the current system of counting, and

Whereas, This is not a fair or accurate method of keeping track, and

Whereas, Local offices would be able to track this information on a daily basis, therefore be it

Resolved, That the casual complement will be counted on an office by office basis, not district.

**Adopted 2004**

## **TRANSITIONAL EMPLOYEES (TES)**

—207—

Whereas, All non-REC TEs will be phased out by December 31, 2005 as mandated by the current Collective Bargaining Agreement, and

Whereas, The American Postal Workers Union has been representing the best interests of the TEs the same way as career postal employees, and

Whereas, These TEs have remained loyal union members up to the present despite the inequities of benefits compared to their career sisters and brothers, and

Whereas, Phasing out of the TEs would further deplete the strength of the American Postal Workers Union as a result of automation, and

Whereas, TEs were given the same training, performed the same duties as career employees, but received less pay than casuals in some postal districts, and

Whereas, TEs have proven their efficiency and worthiness as postal workers evidenced by their yearly hiring renewal, and

Whereas, The United States Postal Service which claims billions of dollars in deficit, could save hundreds of millions of training money in retaining TEs as career employees instead of hiring from the eligibility roster, therefore be it

Resolved, That the American Postal Workers Union will negotiate that whenever there is a need for new career appointment in any American Postal Workers Union craft, the United States Postal Service must hire from the list of American Postal Workers Union represented TEs before hiring from the street consistent with applicable laws and regulations.

**Adopted 2002**

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## **CONVERSION OF PART-TIME FLEXIBLES**

—7—

Whereas, Management has made numerous contractual commitments to maximize the number of full-time employees in all postal installations, and

Whereas, Management has failed to act in good faith regarding those commitments, by making a concerted and long-term effort to deny maximization to part-time flexible employees through various stratagems intended to circumvent the forty (40) hours within five (5) days standard for maximization, a

Whereas, Management's strong desire to prevent the maximization of part-time flexible employees has necessitated the expenditure of excessive amounts of time on the part of the Union to document the conditions that exist in local areas which would require maximization of part-time flexible employees, therefore be it

Resolved, That in facilities that have 200 or more man-years of employment, all part-time flexible employees within those facilities shall be converted to full-time regulars after three (3) years of service or sooner, and be it further

Resolved, That in facilities that have less than 200 man-years of employment, all part-time flexible employees within those facilities shall be converted to full-time regulars after four (4) years of service or sooner.

**Adopted 2004**

## **CONVERSION OF PTF TO FULL-TIME**

**—8—**

Whereas, Article 7.3.C. where a part-time flexible working eight (8) within ten (10) hours a day, same five (5) days, in a six (6) month period indicates the need for converting to a full-time position, and therefore be it

Resolved, Number of hours worked be changed to a 35-40 hours, in a five (5) day work week, for a six (6) month period, regardless of number of part-time flexible employees scheduled to perform the assignment during said period, indicates the need to convert the assignment to a full-time position.

**Adopted 2004**

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## **CONVERSION OF SENIOR PART-TIME FLEXIBLE**

**—9—**

Whereas, Memorandum, page 183 – where a part-time flexible has performed within his craft and [occupational group] at least forty (40) hours a week, in five (5) days a week, over a period of six (6) months, that the senior part-time flexible will be converted to a full-time position, and therefore be it

Resolved, Number of hours worked be changed to 35-40 hours, in a five (5) day work week, for a six (6) month period.

**Adopted 2004**

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## **EMPLOYEE COMPLIMENTS**

**—11—**

Whereas, The United States Postal Service has been excessing employees throughout the country,

Whereas, When craft employees retire many of these jobs are abolished, and

Whereas, Part-time flexible employees chances of being converted to full-time employees are getting less and less, therefore be it

Resolved, That the American Postal Workers Union make it a priority in the next contract negotiations to change Article 7.3A.1 from 80% full-time employees to 90% full-time employees.

**Adopted 2004**

## **NATIONAL AGREEMENT**

**—12—**

Whereas, The National Agreement pursuant to Article 7.3.B provisions that the employer maximize the full time work force in all installations, and

Whereas, The Agreement provisions that conversion of part time flexible employees to full time flexible status is applied to installations with 125 or more man years (Letter of Intent criteria commencing on January 1, 1982), therefore be it

Resolved, To change the existing contract language in Article 7.3.B to permit conversions in offices of less than 125 man years subject to the conversion criteria and operational requirements to read as follows, "When a part time flexible has performed the duties within his craft and occupational group within an Installation at least 40 hours per week (8 within 9 or 8 within 10), 5 days per week, over a period of 6 months, the senior part time flexible shall be converted to full time status.

**Adopted 2004**

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## **PROPER CASUAL TRACKING**

**—15—**

Whereas, The United States Postal Service is constantly attacking postal workers via various "outsourcing" concepts, and

Whereas, The United States Postal Service continually abuses the utilization of the supplemental work force, and

Whereas, It is a standing resolution to eliminate casuals, therefore be it

Resolved, That the American Postal Workers Union aggressively pursue the tracking of all supplemental employees including, but not limited to, the following contract drivers, star route drivers, contract cleaners, contract lawn care, contract snow removal, Kelly girls, Postmark America employee, Hallmark Store "clerks," contract stations, Fed-Ex subcontracts, Evergreen subcontracts and pre-sort house workers so that these supplemental work force employees can be properly counted in the casual percentage, and be it further

Resolved, That the American Postal Workers Union pursue this issue by whatever means possible including NLRB charges, lawsuits, and grievances at any and all levels.

**Adopted 2004**

## **PART-TIME FLEXIBLE WORKHOURS VS. CASUAL WORK HOURS**

—6—

Whereas, The United States Postal Service works casuals during preferred work hours and schedules, and

Whereas, Preferred work hours should be by career employees, therefore be it

Resolved, The American Postal Workers Union National Negotiation Team attempt to negotiate contract language in which Part-time Flexibles are offered all preferred work hours and scheduled prior to the work being assigned to a non career casual employee.

**Adopted 2006**

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## **PTF CONVERSIONS**

—7—

Whereas, Part-time Flexibles continually work 40+ hours per week in many offices per week, and

Whereas, The United States Postal Service does not automatically convert Part-time Flexibles to full-time when the criteria of Article 7.3.C or the maximization memo are met, and

Whereas, The Union must file grievances on these issues which are not quickly resolved, and

Whereas, Timely conversion is beneficial to the Part-time Flexible, therefore be it

Resolved, That the American Postal Workers Union will negotiate new language into Article 7.3.C. that requires management to automatically convert the senior Part-time Flexible effective the pay period immediately following the 6 month period where the conversion criteria has been met. The conversion will be triggered by the TACS system and notification will be sent to the National and Local American Postal Workers Union. *Note: If this resolution passes changes will also be made to paragraphs a. and b. of this section concerning the remedy for such violations*

**Adopted 2006**

## **TRACKING OF DUAL APPOINTMENTS**

**—10—**

Whereas, The current system in place for tracking dual appointments is not efficient, and  
Whereas, The United States Postal Service currently reports this information only to The  
American Postal Workers Union at the National Level making it difficult for Local and State  
organizations to receive current information, therefore be it

Resolved, That the American Postal Workers Union negotiate a better system for tracking  
dual appointments and reporting those appointments to the Local and State Organizations.

**Adopted 2006**

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## **NOTIFICATION OF STAFFING CHANGES**

**—11—**

Whereas, Currently there is no process in place for notification to the American Postal  
Workers Union of any reversions, abolishment, or loss of Part-time Flexible assignments in  
offices not represented by Locals, and

Whereas, Even in offices represented by locals, often the employer does not notify the Union  
of all reductions in staffing levels, therefore be it

Resolved, That the American Postal Workers Union seek to negotiate a notification  
procedure to the Union of any changes to staffing, to include but not be limited to reversion,  
abolishment, repostings, subcontracting, and changes from career staffing to non-career staffing

**Adopted 2006**

**REMOTE ENCODING CENTER TRANSITIONAL  
EMPLOYEES CONVERTED TO CAREER**

**—13—**

Whereas, As of December 31, 2005, there are no longer any transitional employees in the Postal Service except at our Remote Encoding Centers, and

Whereas, There are Transitional Employees who will pay full premiums for the American Postal Workers Union Health Plan, and

Whereas, The Postal Service should be ashamed of themselves for not providing affordable health insurance to our transitional employees, and

Whereas, Transitional employees currently have the right to take two entrance examinations for career position(s) in American Postal Workers Union represented crafts, and

Whereas, Transitional employees are dues paying members of the American Postal Workers Union, and

Whereas, Since the inception of the Remote Encoding Center, transitional employees have belonged to the American Postal Workers Union, and

Whereas, Remote Encoding Center transitional employees not only have to pass the 710 test, but have passed a 35 wpm typing test and various other tests to qualify as a Data Conversion Operator, and

Whereas, Some transitional employees have worked at the Remote Encoding Center since October of 1995 with out receiving a cost of living increase and make the same salary as newly hired employees, therefore be it

Resolved, That the National American Postal Workers Union will negotiate in August of 2006 that ALL transitional employees at the Remote Encoding Centers be converted to part-time flexible employees with the full benefits of career employees, and be it further

Resolved, that the transitional employees be converted to full-time regular status by their seniority according to Article 7, Section 3 of our Collective Bargaining Agreement, and be it further

Resolved, that they receive salary grade five and be placed at the appropriate step based on their seniority date.

**Adopted 2006**

## **PART-TIME FLEXIBLE CONVERSIONS**

**—14—**

Whereas, The first sentence of this paragraph currently reads; The employer shall maximize the number of full-time employees and minimize the number of part-time employees who have no fixed work schedules in all postal installations. and

Whereas, Management currently enjoys great flexibility with the 80/20 ratio of full-time vs. part-time employees, and

Whereas, Management routinely reverts vacated full-time duty assignments and replaces them with too many part-time regular duty assignments, and

Whereas, The goal of this Union must be to have a sufficient number of 40 hour per week duty assignments for our employees to bid on, therefore be it

Resolved, That after the words “no fixed schedules” add; and Part-time Regulars, and be it further

Resolved, in section 7.3.C that after the words “a Part-time Flexible employee,” Add; or a combination of Part-time Flexible employees.

**Adopted 2006**

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## **REMEDY FOR DEVIATION FROM PTR SCHEDULE**

**—19—**

Whereas, The employer continually deviates from and expands the schedules of Part-time Regulars with financial impunity, therefore be it

Resolved, That American Postal Workers Union seek to negotiate Out of Schedule Premium for Part-time Regulars, and be it further

Resolved, That American Postal Workers Union seek to negotiate a remedy payable to Full-time Regular employees, and/or Part-time Flexibles in the event the employer deviates from the Part-time Regular schedule.

**Adopted 2006**

## **FULL TIME DUTY ASSIGNMENTS**

**-3-**

WHEREAS, the 2006-2010 Collective Bargaining Agreement (CBA) gave many benefits to an office of 200 man- years, and

WHEREAS, one of the most notable of those benefits is an all full-time workforce, and

WHEREAS, the trade off for that agreement was basically to allow the casual workforce to take the role of the part time flexible, and

WHEREAS, casuals are still part of the supplemental workforce, and

WHEREAS, Article 7.3.C has language demonstrating the definition of the need to make an assignment full time, and

WHEREAS, the union has interest in obtaining preferred duties for its members, and

WHEREAS, in 200 man-year offices, the casual workforce is still considered supplemental, and

WHEREAS, a casual who works eight (8) hours within ten (10) (or 9) on the same five (5) days each week, for six (6) months, goes beyond being supplemental, and

WHEREAS, there is no existing language in the National Agreement that a casual working the eight (8) hours within ten (10) (or 9) on the same five (5) days each week and the same assignment for a period of six (6) months will demonstrate the need to convert the assignment to full time, therefore be it

Resolved, that at this MPWU State Convention, being held at the Crowne Plaza Hotel and Convention Center, May 15-17, 2008 in Grand Rapids, Michigan, we go on record as requesting that language be incorporated into Article 7 of the 2010 agreement, that a casual working the same assignment for eight (8) hours a day within ten (10) (or 9), will demonstrate the need to convert the assignment to a full-time duty assignment in an office of any size.

**Adopted 2008**

## **CASUALS TO THE DETERIMENT**

**-4-**

WHEREAS, we have to battle with management with regard to keeping casuals away from positions that require training, and

WHEREAS, casuals do not have stringent background checks, which can put our employees at greater risk, and WHEREAS, casuals are normally management's relatives and nepotism runs wild, and

WHEREAS, casuals usually work two (2) or more jobs and when they come to work are a safety hazard to themselves and others, and

WHEREAS, management continues to attempt to utilize only one (1) casual to run DBCS, not only creating a safety and health issue but adversely affecting employee jobs, and

WHEREAS, management continues to expand on the hiring of casuals going over the 11% complement without concern, and

WHEREAS, casuals have no incentive to provide quality service which then downgrades our service to the public, therefore be it

Resolved, that the American Postal Workers Union re-negotiate to lower the percentage on casuals from 11% to 5% of the total number of clerk craft employees within an installation.

**Adopted 2008**

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## **ASSIGNING PTF EMPLOYEES AT STRAIGHT TIME RATE PRIOR TO USE OF CASUALS**

**-5-**

WHEREAS, the current language in Article 8, Section 3, paragraph 2, is management's crutch to utilize casual employees prior to using part-time flexible employees for eight (8) hours a day or forty (40) hours in a service week, and

WHEREAS, Article 7, Section 1 .B.2, of the Collective Bargaining Agreement has language against such action when the utilization of casual employees is involved, therefore be it

Resolved, that at this MPWU State Convention, being held at the Crowne Plaza Hotel and Convention Center, May 15-17, 2008 in Grand Rapids, Michigan that: we go on record as mandating our national union to add new language to Article 8, Section 3, paragraph 2, of the Collective Bargaining Agreement, to read: Part time employees will be scheduled in accordance with the above rules, except they may be scheduled for less than eight (8) hours per service day and less than forty (40) hours per normal work week provided that this does not violate Article 7, Section 1 .B.2, and be it further

Resolved, that our national union negotiate to strike in part the current language in Article 7, Section 1.B.2 that reads: "Make every effort to".

**Adopted 2008**



## **PTF CONVERSION**

**-7-**

WHEREAS, part time flexible conversion to full time per Article 7.3, in smaller officers of less than 125 man years, was not addressed in the current National Agreement or the Hub Office Reassignment of part time flexibles to Smaller Officers MOU, (which provides for the practice of part time flexibles being “loaned” or “directed” to other offices), therefore be it

Resolved, that at this MPWU State Convention, being held at the Crowne Plaza Hotel and Convention Center, May 15-17, 2008 in Grand Rapids, Michigan that: The part time flexible loaner hours be calculated in the work hours of the gaining offices for the purpose of part time flexible conversion to full time.

**Adopted 2008**

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## **200 MAN-YEAR OFFICES**

**- 9 -**

WHEREAS, the 2006-2010 Collective Bargaining Agreement (CBA), gave many benefits to an office of 200 man-years, and

WHEREAS, one of the most notable of those benefits is an all full-time workforce, and

WHEREAS, the trade off for that agreement was basically to allow the casual workforce to take the role of the part time flexible, and

WHEREAS, part time flexibles would count towards the work hours needed to achieve the status of a 200 man- year office, and

WHEREAS, offices that barely made the status in 2006 Agreement, may not make it in 2010 without counting the casual hours, and

WHEREAS, suddenly returning to the provisions of being under 200 man-years will cause many grievances, as the casuals who are on board at the time, will suddenly be in lieu of, and

WHEREAS, it would take a substantial amount of time to resolve those grievances, and would involve retraining management, again, therefore be it

Resolved, that at this MPWU State Convention, being held at the Crowne Plaza Hotel and Convention Center, May 15-17, 2008 in Grand Rapids, Michigan we go on record as requesting that language be incorporated into the 2010 Agreement that once an office achieves the status of being a 200 man-year office, that status cannot be lost in subsequent agreements.

**Adopted 2008**

## **CASUAL CAPS**

**-10-**

WHEREAS, casual employees may be utilized as a limited term supplemental work force, and

WHEREAS, in offices without duty assignments in all crafts, clerks routinely perform various duties normally performed by other crafts (e.g., mailhandler, maintenance, etc.), therefore be it

Resolved, that all such incidental limited term supplemental work performed by non-career employees (whether casuals, contractors, temporary employees, etc.) be counted toward the applicable American Postal Workers Union and clerk casual caps.

**Adopted 2008**

**ARTICLE 8**  
**CLOCKING PRACTICES**  
**—30—**

Whereas, Clocking in at a section's individual time clock causes employees a loss of personal time, poses a health risk by adding extra traffic on the workroom floor, and

Whereas, Substantial time is wasted walking to and from your section when a more convenient and practical route is available, therefore be it

Resolved, that one (1) clock near the employee entrance be designed as the storage area for time cards and location for clocking in or out.

**Adopted 1998**

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**ELIMINATION OF NON-VOLUNTARY OVERTIME**

**—31—**

Whereas, Mandatory overtime is a burden on working men and women and their families, therefore be it

Resolved, That the American Postal Workers Union negotiate the elimination of non-voluntary overtime.

**Adopted 1998**

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**FIVE-MINUTE WASH UP TIME PRIOR TO LUNCH AND END OF TOUR**

**—33—**

Whereas, Article 8.9 language is vague, and

Whereas, There has been much debate over the terms "reasonable" and "dirty work," and

Whereas, All craft employees perform duties which render their hands unsanitary such as handling money, mail, trays, sacks, and

Whereas, Article 8.9 allows each Local to negotiate additional or longer wash up periods, therefore be it

Resolved, That all employees shall receive not less than five (5) minute wash up period prior to lunch and end of tour.

**Adopted 1998**

## **PROPOSED MODIFICATION FOR ARTICLE 8 SECTION 5.C.**

### **—R-98-010 MVS—**

Whereas, currently Article 8 Section 5. c. reads as follows:

C 1. a. When during the quarter the need for overtime arises, employees with the necessary skills having listed their names will be selected in order of their seniority on a rotating basis.

b. Those absent or on leave shall be passed over.

Problem encountered by members of the MVS Craft:

Due to the fact that MVS has both rotating and fixed days off within the same section, each day consists of different names being on the list. The result of this abnormal condition is that the senior employees are in effect having their seniority rights being eliminated. Proposal to correct this problems;

C 1. a. When during the quarter the need for overtime arises, employees with having the necessary skills having listed their names will be selected in order of seniority on a rotating basis.

C 1. b. In the MVS Craft that has both fixed and rotating days of f the following would apply: During the quarter every effort will be made to distribute equitably the opportunities for overtime among those on the list.

C 1. c. Recourse to the "Overtime Desired" list is not necessary in the case of a MVS Craft OTDL employee working on the employee 's own bid job on one of the employee 's regularly scheduled days.

C 1. d. Those absent or on leave shall be passed over.

**Adopted 1998**

## **FOUR DAY WORK WEEK OPTION FOR ALL LOCALS**

**—34—**

Whereas, Having the option of working four (4) ten (10) hour days in lieu of five (5) eight (8) hour days would be good for moral and members' families, due to the odd hours that Processing and Distribution employees have to work, therefore be it

Resolved, That language be negotiated in the National Agreement that the four (4) day work week be an option to each local, and be it further Resolved, That as many employees as possible have all three (3) days off consecutively.

**Adopted 1998**

**Previously Adopted #47 1992**

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## **LIMIT USE OF CASUALS TO AVOID OVERTIME FOR CAREER EMPLOYEES AND TO PROVIDE FULL EMPLOYMENT FOR PART-TIME FLEXIBLES**

**—35—**

Whereas, The National Collective Bargaining Agreement currently restricts Transitional Employee's from being 14 utilized in excess of eight (8) work hours in a service day without first using all available and qualified full-time employees on the appropriate Overtime Desired List (ODL), and

Whereas, Management has insisted that casuals work in excess of eight (8) hours per day prior to utilizing any Overtime Desired List, depriving these career employees of the opportunity for overtime,

Whereas, Management has continually manipulated Part-Time Flexible hours in order to avoid maximization, therefore be it

Resolved, That during the quarter the need for overtime arises, no casuals will work in excess of eight (8) hours per day without first maximizing career employees on the appropriate Overtime Desired List, and be it further

Resolved, That no casuals will work any hours until Part-Time Flexible's have been scheduled for eight (8) hours work or pay in lieu of work.

**Adopted 1998**

## **LUNCH TIME TO BE PAID**

**—36—**

Whereas, Changes due to automation have greatly benefited the Postal Service in terms of production efficiency, and

Whereas, The Postal Service has been reaping the financial gains of this increased efficiency without passing on to the workers any portion of the financial gains created by employee efficiency, and

Whereas, Postal workers are now subject to decreasing employment and stressful repetitive motion injuries due to automation changes, and

Whereas, The labor movement as a whole benefits from shorter hours, without loss of pay, by the creation of jobs and a better quality of life, therefore be it

Resolved, That the American Postal Workers Union negotiate an eight (8) hour work day including a paid lunch off the clock.

**Adopted 1998**

**Previously Adopted #133 1986**

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## **MAXIMIZE OVERTIME DESIRED LIST PRIOR TO SCHEDULING CASUAL OR TRANSITIONAL EMPLOYEES IN EXCESS OF EIGHT HOURS**

**—38—**

Whereas, Management continues to save money by employing the use of casuals before the overtime desired list for overtime work, and

Whereas, Casuals are to be used solely as a supplemental work force and not as a discount work force, and

Whereas, Management continues to use casual restrictions in the National Agreement to the detriment of the regular work force, therefore be it

Resolved, That this 16th Biennial Convention is in support of the following changes to Article 8 of the National Agreement:

Article 8, Section G

G. Overtime Work Casual/Transitional Employees

“When an opportunity exists for overtime....prior to utilizing casuals or transitional employees in excess of eight (8) hours in a service day, such qualified and available full-time employees on the appropriate Overtime Desired List, will be selected to perform such work in order of their seniority on a rotating basis.”

**Adopted 1998**

## **MAXIMIZE OVERTIME DESIRED LIST WHEN NO DISPATCH OF VALUE IS INVOLVED**

**—39—**

Whereas, Management is utilizing non-list employees when overtime is needed in a section, and

Whereas, Management does not maximize overtime opportunities for OTDL in a section where there is no dispatch of value involved, and

Whereas, Management avoids the payment of penalty overtime by utilizing non-list employees before offering the overtime to the OTDL first, therefore be it

Resolved, That the American Postal Workers Union Negotiations Committee collectively bargain that overtime opportunities be afforded to the appropriate Overtime Desired List before offering overtime to those employees not on the list when no dispatch of value is involved.

**Adopted 1998**

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## **NO REPLACEMENT OF OVERTIME WITH COMPENSATORY TIME**

**—40—**

Whereas, There is much discussion in Congress and across the land regarding substitution of compensatory time for overtime, and

Whereas, The payout of overtime for all hours over eight (8) in a service day and forty (40) in a service week, has been a significant achievement by the labor movement, and

Whereas, Substituted compensatory time would permit substantial and unnecessary abuses by employees, therefore be it

Resolved, That American Postal Workers Union champion the fight against consideration of comp time or any other give back of overtime provisions.

**Adopted 1998**

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## **OUT OF SCHEDULE PREMIUM WHEN POSTED SCHEDULE OF PART-TIME FLEXIBLE EMPLOYEES IS CHANGED**

**—41—**

Whereas, Management changes the posted schedule of Part-Time Flexible Employees at will,

Whereas, Such changes result in disruptions in the lives of those employees, therefore be it

Resolved, When Part-Time Flexibles' schedules are changed from the posted schedule, those Part-Time Flexibles will receive out of schedule premium as appropriate.

**Adopted 1998**

## **OVERTIME CAP FOR PART-TIME FLEXIBLES**

**—42—**

Whereas, There is currently no maximum weekly cap on the number of hours Part-Time Flexible (PTF) employees can be required to work, and

Whereas, PTF's are often required to work overtime before Full-Time Regular (FTR) overtime volunteers, therefore be it

Resolved, That the American Postal Workers Union seek to negotiate effective maximum weekly caps on the number of hours PTF's can be required to work, and be it further

Resolved, That American Postal Workers Union seek to negotiate the use of FTR overtime volunteers before PTF's are required to work overtime.

**Adopted 1998**

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## **OVERTIME LANGUAGE SHOULD BE CONCISE**

**—43—**

Whereas, Article 8 language concerning overtime is inadequate and very confusing, and

Whereas, The language has caused much frustration for all parties, has wasted time and money, has caused lost production, discomfort, confusion and has intruded into the private lives of employees, therefore be it

Resolved, That the Union attempt to negotiate language that is clear, logical and easily understood by all parties.

**Adopted 1998**

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## **PAYMENT OF PREMIUMS WHILE ON LEAVE**

**—46—**

Whereas, Employees are not paid night and Sunday premiums while on leave, therefore be it

Resolved, That employees be paid night and Sunday premiums while on sick and annual leave equivalent to eligible hours in the employees normal schedule.

**Adopted 1998**

**Previously Adopted #69 1994**

## **PENALTY OVERTIME GUARANTEED FOR TIME WORKED ON SECOND NON-SCHEDULED DAY**

**—47—**

Whereas, The Postal Service has implemented a change into the timekeeping system relative to computation of Penalty Overtime for work on a second non-scheduled day, and

Whereas, If an employee has full day leave in any of the following leave categories, that amount of leave will be subtracted from the amount of Penalty Overtime paid on the second non-scheduled day. The leave categories and codes are: 04 (FMLA IOD/OWCP), 06 (FMLA LWOP FULL DAY), 24, (AWOL), 44 (MILITARY LWOP), 49 (LWOP ON OWCP), 60 (FULL DAY LWOP), and 84 (UNION OFFICIAL LEAVE), therefore be it

Resolved, That the American Postal Workers Union attempt to negotiate language in Article 8.5.F to insure employee's in the above leave codes & categories a guarantee of the payment of Penalty Overtime as worked on their second non-scheduled day.

**Adopted 1998**

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## **PENALTY OVERTIME IN DECEMBER**

**—48—**

Whereas, Management continues to abuse postal workers at a time when stress in their personal lives is at its highest, therefore be it

Resolved, That the penalty overtime be the same in the month of December as in the rest of the year.

**Adopted 1998**

**Previously Adopted #68 1994**

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## **PREMIUM PAY FOR PART-TIME REGULARS FOR HOURS WORKED OUTSIDE DUTY ASSIGNMENT**

**—50—**

Whereas, Part-time regular employees work a duty assignment with fixed hours and days off,

Whereas, Part-time regular employees are not part-time flexible employees, and

Whereas, The current contract provides no penalty for any hours part-time regular employees work outside of their duty assignment, therefore be it

Resolved, That the Union negotiate language which compensates part-time regular employees an additional premium for any and all hours worked outside of the current duty assignment.

**Adopted 1998**

## **PROHIBITION OF OVERTIME FOR NOT ON THE OVERTIME DESIRED LIST EMPLOYEES**

**—51—**

Whereas, Overtime provisions contained in Article 8 were primarily designed to protect the interest of those full-time employees who do not wish to work overtime,

Whereas, Each successive contract leading up to and including the 1984 National Agreement (which introduced penalty overtime), has further restricted the use of overtime for non-overtime Desired List employees,

Whereas, Prior to Arbitrator Block's decision of 1983 the United States Postal Service would not even allow Overtime Desired List (ODL} employees, much less non-ODL, to work beyond ten (10) hours,

Whereas, In many offices, the United States Postal Service is now claiming the increasingly restrictive language to be "permissive" and is claiming that once the ODL has been maximized, it can work non-ODL employees beyond Article 8 restrictions, therefore be it

Resolved, That language be negotiated into the National Agreement (Article 8) that clarifies the prohibition of work beyond Article 8 restrictions for non-ODL employees.

Resolved, That non-Overtime Desired List employees be compensated an additional premium rate of pay for all mandatory overtime hours worked when the Overtime Desired List was not maximized.

**Adopted 1998**

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## **REMEDY OVERTIME VIOLATIONS WITH PAY**

**—53—**

Whereas, Management uses the current method of resolving overtime grievances filed for members being skipped over on the overtime desired list as a tool of harassment and retaliation against members who are willing to file grievances on overtime violations, and

Whereas, The grievant cannot be made whole as long as makeup overtime is scheduled at managements option, many times at the most inconvenient time for the grievant, and

Whereas, There is no deterrent value to makeup overtime, it is just a method allowing management to violate the National Agreement on a grand scale, without penalty, therefore be it

Resolved, That language be negotiated in the National Agreement that all overtime settlements be made in overtime pay.

**Adopted 1998**

## **MONETARY COMPENSATION**

**—R-98-007 MVS—**

Whereas, the service consistently neglects the proper rotation of overtime opportunities with no real penalties.

Whereas, the service fails to use the proper rotation there is no recourse other than make ups in most cases when all parties are on the OTDL.

Be it resolved, all remedies for missed or improper overtime assignments involve monetary compensation of 8 hours pay at the time and half rate for that missed overtime opportunity.

**Adopted 1998**

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## **SCHEDULED HOURS FOR FULL-TIME REGULARS AND PART-TIME FLEXIBLES IN SMALL OFFICES**

**—54—**

Whereas, The need to improve the working conditions of part-time flexible employees (PTF) and full-time regulars (FTR) working in small offices must remain an American Postal Workers Union collective bargaining priority, and

Whereas, Current Article 8 Collective Bargaining Agreement language allows small office FTRs to be scheduled for eight (8) hours work within ten (10) with two (2) hour lunches, and

Whereas, Current language does not guarantee PTFs a weekly schedule or put a limit on the number of days in a week they may work, which is unsatisfactory, therefore be it

Resolved, That Article 8 of the Collective Bargaining Agreement be amended to insure that all FTR employees are provided with work schedules of eight (8) hours work within nine (9) consecutive hours, and be it further

Resolved, That Article 8 of the Collective Bargaining Agreement also should be amended to insure that part-time flexibles are provided with weekly work schedules by Tuesday of the prior week. Other than in the month of December, such schedules must be limited to no more than six (6) days in a service week.

**Adopted 1998**

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## **DAY'S OF REST**

**—L-R 4—**

Whereas, split days of rest create serious safety hazards and impose undo hardships, therefore be it

Resolved, the union will seek to negotiate that all career employees will be granted consecutive days of rest.

**Adopted 1998**

**Previously Adopted #49 1994 & #17 1996**

## **SHORTER WORK WEEK**

**—55—**

Whereas, The labor movement worked tirelessly for decades to get the standard work week lowered to forty-eight (48) hours and then to forty (40) hours where it has stayed for too many years, and

Whereas, Other industrialized nations have a shorter work week, in some cases only four (4) eight (8) hour days, and

Whereas, Many companies in the United States allow employees to work four (4) ten (10) hour days,

Whereas, The next logical step forward is to lower the standard work week to four (4) eight (8) hour days, therefore be it

Resolved, That the American Postal Workers Union make the thirty-two (32) hour week (four (4) eight (8) hour days at forty (40) hours of pay and benefit level) a negotiating priority.

**Adopted 1998**

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## **SUNDAY PREMIUM FOR TRANSITIONAL EMPLOYEES**

**—56—**

Whereas, Transitional Employees do not receive Sunday Premium, therefore be it

Resolved, All Transitional Employees shall receive Sunday Premium.

**Adopted 1998**

## **TRANSITIONAL EMPLOYEES OVERTIME RATE**

**—57—**

Whereas, Transitional Employees are in a separate and distinct category (transitional) from Part-Time Flexible (career) employees, and

Whereas, Transitional Employees receive a base hourly rate with no premium pay for any holiday work except Christmas Day, and

Whereas, Part-Time Flexible Employees receive wages based on a formula that includes the ten (10) negotiated holidays, and

Whereas, Current language in the National Agreement requires that Transitional Employees overtime wages are paid using the same formula that is used for Part-Time Flexible employees, and

Whereas, Transitional Employees do not enjoy the same benefits as Career Employees, and Whereas, This practice results in Transitional Employees receiving less than one and one half (1 1/2) times their base hourly rate for overtime worked, therefore be it

Resolved, That the American Postal Workers Union will attempt to negotiate an overtime rate for Transitional Employees of one and one half (1 1/2) times the hourly rate for all overtime hours worked.

**Adopted 1998**

**Previously Adopted #65 1994**

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## **TRANSITIONAL EMPLOYEES WORK HOURS GUARANTEE (FOUR HOURS)**

**—58—**

Whereas, Any Transitional Employee who is scheduled to work and who reports shall be guaranteed two (2) hours of work or pay, and

Whereas, Transitional Employees often lose work hours due to over staffing in Remote Encoding Centers (REC), therefore be it

Resolved, That Transitional Employees working in a facility with two hundred (200) or more man years receive a four (4) hour work or pay guarantee on any day they are requested to work.

**Adopted 1998**

**Previously Adopted #58 1994**

## **PART-TIME REGULAR CAREER EMPLOYEES ALLOWED TO WORK OVERTIME PRIOR TO USE OF CASUALS**

—22—

Whereas, Full-time regular, part-time regular and part-time flexible employees are represented by the Union, and

Whereas, Article 8, Sections 4 and 5, are negotiable items, and

Whereas, Part-time regular career employees may desire to work extended hours, but are prevented from doing so due to their employment status, and

Whereas, The skills, knowledge, and experience of career employees far exceeds that of the casual workforce, therefore be it

Resolved, The American Postal Workers Union shall attempt to negotiate language or a Memorandum of Understanding with the Postal Service that will allow available, qualified part-time regular employees to sign a quarterly "Extended Hours List" which allows assignment of extended hours and overtime prior to the assignment of such work to casuals, and be it further

Resolved, That work performed under these conditions will be compensated at a premium rate of pay equal to fifty percent (50%) of the employees' straight-time rate.

**Adopted 2000**

**Previously Adopted: 1992 National Convention, Resolution 58; 1990 National Convention, Resolution 59**

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## **PAYMENT OF OVERTIME TO PART-TIME REGULARS WHO WORK THEIR SCHEDULED DAY OFF**

—23—

Whereas, Full-time regular, part-time regular, and part-time flexible employees are represented by the Union, and

Whereas, Part-time regular employees have regular, fixed scheduled off day(s), and

Whereas, Part-time regular employees are regularly called upon to work their scheduled off day(s) when the employer schedules employees for service weeks which involve a holiday, and

Whereas, Under the present provisions of Article 8, Section 4.B., the employer has denied the payment of overtime to part-time regulars who work their scheduled off day(s), by claiming that these employees are not due payment for overtime until they have reached the forty (4) hours per service week threshold, and

Whereas, Denial of payment of overtime for work performed on scheduled off day(s) under these conditions causes harm to part-time regular employees, therefore be it

Resolved, That the American Postal Workers Union shall attempt to negotiate contract language or a Memorandum of Understanding which will clarify and strengthen existing language.

**Adopted 2000**

## **PENALTY OVERTIME IN DECEMBER**

**—24—**

Whereas, The regular work force is supplemented by casuals during the month of December, and

Whereas, Earning capability for the career work force is reduced by use of casuals at a time of year when extra income is most needed, and

Whereas, During the month of December family gatherings and activities of significant importance occur, and

Whereas, EAS employees are given bonuses for work performed by bargaining unit employees without being forced to work extended hours; therefore be it

Resolved, That the following sections of Article 8 of the Collective Bargaining Agreement (CBA) and all other sections of the CBA and related handbooks and manuals be revised to read:

8.4.C - Penalty overtime is to be paid at the rate of two (2) times the basic hourly straight-time rate during all twelve (12) months of the year.

8.4.E - Part-time flexible employees will receive penalty overtime pay for all work in excess of either ten (10) hours in a service day or fifty-six (56) hours in a service week.

8.5.F. - No full-time regular or full-time flexible employee will be required to work overtime on more than four (4) of the employee's five (5) scheduled days in a service week or work over ten (10) hours in a regularly scheduled day, over eight (8) hours on a non-scheduled day, or over six (6) days in a service week, and

8.5.G.2 - Shall be limited to no more than twelve (12) hours of work in a day and no more than sixty (60) hours of work in a service week.

### **Adopted 2000**

**Previously Adopted: 1998 National Convention, Resolution 48; 1996 National Convention, Resolution 16; 1994 National Convention, Resolution 68; 1992 National Convention, Resolution 49**

## **PENALTY OVERTIME WINDOW**

**—25—**

Whereas, The major amount of overtime for the year occurs in December, and  
Whereas, The Postal Service realizes an enormous increase in revenues in December, therefore be it

Resolved, That the "Penalty Overtime Window" be open for only two (2) weeks before Christmas instead of the entire month of December; and be it further

Resolved, That employees on the overtime desired list be used before any other group of employees, bargaining unit or not.

**Adopted 2000**

**Previously Adopted – 1st Resolved refer to Resolution 24**

**2nd Resolved**

**1998 National Convention, Resolution 109; 1992 National Convention, Resolution 58; 1994 National Convention, Resolution 48; 1996 National Convention, Resolution 15; 1998 National Convention, Resolution 38**

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## **TRAINING AND TRAVEL PAY**

**—26—**

Whereas, Currently there is insufficient incentive to volunteer for training courses, therefore be it

Resolved, That for all training classes taken and completed, the student will receive a bonus of five hundred dollars (\$500.00), and be it further

Resolved, That if required to travel outside the employees' regular schedule, the employee will receive the overtime rate of pay for the amount of time traveled.

**Adopted 2000**

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## **FLEXIBLE WORK HOURS FOR EDUCATION PURPOSES**

**—234—**

Whereas, The Postal Service is becoming more and more automated, and

Whereas, An educated work force is a more productive work force, and

Whereas, Making the work force more family friendly, thus reducing stress often requires professional training programs and classes, therefore be it

Resolved, That the Union will seek to negotiate flexible work hours for postal workers to use for educational purposes related and/or unrelated to the job.

**Adopted 2000**

**GUARANTEED MINIMUM HOURS FOR PART-TIME FLEXIBLE EMPLOYEES IN  
ALL OFFICE**

**—236—**

Whereas, Part-time flexible employees in small associate offices are having their hours cut, and

Whereas, These employees deserve to be able to support their families and have a decent life style, therefore be it

Resolved, That all part-time flexible employees will be guaranteed four (4) hours of work or pay in lieu of work, for each day they are scheduled to work, and be it further

Resolved, Part-time flexible employees will be guaranteed a minimum of twenty (20) hours per week in offices of all sizes.

**Adopted 2000**

**Previously Adopted: 1992 National Convention, Resolution 57; 1990 National Convention, Resolution 66; 1988 National Convention, Resolution 15**

## **INCREASE COMPENSATION FOR OVERTIME**

**—237—**

Whereas, Changes made to Article 8 in the 1984 National Agreement resulted in additional pay for overtime work, but have not actually resulted in reduction in the amount of overtime employees are forced to work, and

Whereas, The underlying principle of overtime desired lists, as expressed in the Article 8 Memorandum of Understanding, is to protect full-time employees from having to work unwanted overtime and to reserve limited overtime for employees on the overtime desired list, and

Whereas, The continued imposition of excessive overtime hours is a standard operational practice, instead of the occasional use of overtime for unforeseen situations or heavy vacation periods that it should be, and

Whereas, These ongoing conditions are contrary to the principles fought for by labor unions in general, and the American Postal Workers Union in particular, over the course of the last century, and

Whereas, Employees are robbed of their personal time which reduces their quality of life and negatively impacts the lives of their families, and

Whereas, These ongoing conditions contradict the principles of the National Agreement by masking the need for hiring of additional employees and masks or eliminates the need for posting of additional full-time jobs, therefore be it

Resolved, That the rate of compensation for overtime work shall be increased according to the following formula:

Part-time employees shall be compensated at three (3) times the straight time rate for hours worked in excess of twelve (12) in a service day or sixty (60) in a service week.

Full-time employees shall be compensated at three (3) times the straight time rate for hours worked in excess of twelve (12) hours in a service day for all hours worked on the seventh (7th) day in a service week, and for all hours worked on the employee's second (2nd) non-scheduled day of the service week. Full-time employees shall also be compensated at two (2) times the straight-time rate for any hours worked on the employee's first (1st) non-scheduled day of the service week.

**Adopted 2000**

**LIMITS ON OVERTIME ASSIGNMENTS UNLESS PART-TIME FLEXIBLE  
EMPLOYEES WORK EIGHT HOURS IN A DAY OR FORTY HOURS IN A WEEK**

**—238—**

Whereas, The Postal Service is able to schedule overtime assignments to the detriment of part-time flexible employees, and

Whereas, The Postal Service will schedule overtime solely to circumvent converting part-time flexible employees to full-time in accordance with Article 7, Section 3 and the Memorandums of Understanding in our Collective Bargaining Agreement, and

Whereas, The Postal Service will reduce the hours of part-time flexible employees in retaliation for filing grievances, taking earned rest breaks and standing up for their rights, and

Whereas, Part-time flexible employees do not have a set schedule and are moved according to the needs of the Service, therefore be it

Resolved, The Union will attempt to negotiate new language into Article 8, Section 5, of our Collective Bargaining Agreement, prohibiting the Postal Service from making overtime assignments within an installation unless all part-time flexible employees are given the opportunity to work eight (8) hours in a service day and forty (40) hours in a service week.

**Adopted 2000**

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**MAXIMIZE WEEKENDS OFF**

**—239—**

Whereas, The collective bargaining agreement only provides for making full-time regular duty assignments with consecutive days off, and

Whereas, The Postal Service frequently schedules Part-time flexible employees and/or casual employees with a weekend day off, and

Whereas, The Union would have to document those instances where part-time flexible employees and casual employees have weekends off and then present that evidence to management in order to try to convince management to make or change duty assignments to weekends off, and

Whereas, Scheduling part-time flexible employees and/or casual employees off on weekends while full-time regulars are required to work goes against the principle of seniority, and serves to divide the work force, therefore be it

Resolved, The American Postal Workers Union will seek to negotiate language into our next Collective Bargaining Agreement which would require the Postal Service to maximize full-time regular duty assignments with weekends off.

**Adopted 2000**

## **NO MORE THAN SIX DAYS WORK IN THE SERVICE WEEK**

**—240—**

Whereas, Article 8 of the National Agreement does not provide for a guaranteed rest day during the service week, and

Whereas, Employees are being worked in excess of six (6) days in a service week, and

Whereas, Such scheduling results in inadequate staffing and probable circumvention of the Maximization procedures of Article 7 & the Memorandum of Understanding and prevents conversion of part-time flexible (PTF) employees to full-time regular (FTR) status, and

Whereas, The health and safety of employees subjected to such scheduling could be jeopardized and productivity could be adversely affected, and

Whereas, The former United Federation of Postal Clerks, AFL-CIO successfully negotiated with the former Post Office Department, in the 1964, 1966 and 1968 agreements a limitation of six (6) days of work in a service work, therefore be it

Resolved, That the American Postal Workers Union will attempt to negotiate the following language/provision for the year 2000 agreement:

“APWU employees shall not be required to work more than six (6) days in the service week”

**Adopted 2000**

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## **PART-TIME FLEXIBLE LOANER WORK**

**—241—**

Whereas, Part-time flexibles should not be forced to work at other offices, therefore be it

Resolved, Part-time flexibles will be given an opportunity to work up to forty (40) hours in another office on a volunteer basis, and be it further

Resolved, That these “Loaner Hours” can not be used to the detriment of the employees in the facility where the “Loaner Hours” are being worked.

**Adopted 2000**

**Previously Adopted: 1996 National Convention, Resolution 19**

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## **PART-TIME REGULARS TO WORK FIVE DAYS IN A SERVICE WEEK**

**—242—**

Whereas, Part-time regular employees have no protection against being scheduled six (6) days per week, and are often scheduled short hours per day, six (6) days per week, and

Whereas, This scheduling is a hardship on the majority of part-time regulars employees, therefore be it

Resolved, That the American Postal Workers Union attempt to negotiate language which limits the work week for part-time regular employees to five (5) days per service week.

**Adopted 2000**

**REMOVE ARTICLE 8, SECTION 3 PARAGRAPH ONE FROM THE COLLECTIVE  
BARGAINING AGREEMENT**

—243—

Whereas, The current language in Article 8, Section 3, paragraph one (1), of our Collective Bargaining Agreement, contains language that is in conflict with the language that immediately follows in Article 8, Section 3, paragraph two (2), and

Whereas, This language in Article 8, Section 3, paragraph one (1), limits rights that part-time flexible employees are entitled to as outlined in Article 8, Section 2, therefore be it

Resolved, That the American Postal Workers Union will seek to remove Article 8, Section 3, paragraph one (1), from our Collective Bargaining Agreement.

**Adopted 2000**

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**SELECTION OF PART-TIME FLEXIBLE CAREER EMPLOYEES FOR OVERTIME  
PRIOR TO USE OF CASUAL EMPLOYEES**

—244—

Whereas, Full-time regular, part-time regular and part-time flexible employees are represented by the Union, and

Whereas, Article 8, Sections 4 and 5 are negotiable items, and

Whereas, Under the terms of the present Collective Bargaining Agreement the employer has discretion to utilize casual employees and/or part-time flexible employees prior to scheduling overtime among career employees, and

Whereas, The present language of Article 8 establishes a “pecking order” of sorts when overtime work for full-time regular employees is assigned; full-time regular employees on the Overtime Desired List (Article 8, Section 51.a.); then transitional employees (Article 8, Section 4.G), and then full-time regular employees not on the list (Article 8, Section 5.D), and

Whereas, The impact of the skills, knowledge, and experience of career employees on the work load far exceeds the impact on any work load assignment given to casual employees, therefore be it

Resolved, That the Union shall attempt to negotiate provisions that will establish that available, qualified part-time flexible employees will be assigned overtime after full-time employees on the appropriate overtime desired list are assigned and prior to the assignment of such work to casual employees.

**Adopted 2000**

**Previously Adopted: 1992 National Convention, Resolution 58**

## **THIRTY HOUR WORK WEEK AND/OR INCREASE IN ANNUAL LEAVE**

**—245—**

Whereas, According to the book “The Overworked American” rising labor force participation combined with falling “real” wages has effectively added a month to the work year of the average working person since 1970, and

Whereas, This increase cuts family time and time for personal enjoyment for postal workers and other working people, and

Whereas, Postal workers have earned a “real” hourly wage increase by our rising productivity, and

Whereas, A shorter work week at the same pay rate would increase good postal jobs, would resolve problems related to reduced work hours due to automation advances, and would make it easier to establish full-time regular duty assignment, therefore be it

Resolved, That the American Postal Workers Union will attempt to negotiate a reduced work week for full-time regulars at the same weekly pay rate (thirty (30) hours work for forty (40) hours pay), and be it further

Resolved, That overtime and penalty rates be adjusted to reflect the new regularly daily or weekly hours, and be it further

Resolved, That part-time regulars and part-time flexibles receive an hourly pay increase equal to that received by full-time regulars, and be it further

Resolved, That in addition, or in the alternative, the Union will seek to negotiate an equal addition of weeks of annual leave in each seniority category, with appropriate revision to language in the Employee and Labor Relations Manual.

**Adopted 2000**

**Previously Adopted: 1992 National Convention, Resolution 56**

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## **TRANSITIONAL EMPLOYEES**

**—246—**

Whereas, Transitional employees are dues paying members who do not receive benefits similar to those of career employees, therefore be it

Resolved, Article 8, Section 8.A shall apply to transitional employees.

**Adopted 2000**

**Previously Adopted: 1994 National Convention, Resolution 58**

## **WORK SCHEDULES FOR PART-TIME FLEXIBLE EMPLOYEES**

**—25—**

Whereas, Part-time flexible employees are now randomly scheduled on a day-to-day basis, and

Whereas, This can cause personal hardship and outside scheduling conflict, and

Whereas, Part-time flexible employees can remain part-time for many years, therefore be it

Resolved, That the American Postal Workers Union negotiate new language into Article 8, of our Collective Bargaining Agreement that reads: “Section 2.D. Part-time flexible employees’ schedules will be posted by the Wednesday prior to the beginning of the service week.”

**Adopted 2002**

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## **SPLIT WORK SCHEDULES FOR PART-TIME FLEXIBLE EMPLOYEES**

**—26—**

Whereas, All Part-time flexible employees are required to work split shifts, and

Whereas, The split between these work schedules have no contractual language limiting the amount of time between the split, and

Whereas, Management abuses all part-time flexible employees by scheduling splits that encompass up to three quarters of their day, and

Whereas, This abuse can cause health problems and interrupts family life, therefore be it

Resolved, That the American Postal Workers Union negotiate new language into Article 8 of our Collective Bargaining Agreement to include “all Part-time flexible employees work hours will not exceed a twelve hour time frame, split included, within a twenty-four hour time period, with a limit of only one split per day.

**Adopted 2002**

## **PART-TIME FLEXIBLE OVERTIME**

**—27—**

Whereas, Management has succeeded in increasing the number of part-time flexible employees, and

Whereas, The Collective Bargaining Agreement has no language in Article 8 permitting part-time flexible employees to sign the Overtime Desired List, and

Whereas, The lack of such language permits management to select part-time flexibles ahead of senior Overtime Desired List employees for overtime, and

Whereas, Such lack of language also permits non-overtime desired list full-time regulars to be required to work overtime ahead of part-time flexibles who are almost always junior to the non-overtime desired list employees, and

Whereas, This lack of language subverts the all-important principles of seniority in the workplace by failing to establish absolute rights to work or not work overtime based on seniority, therefore be it

Resolved, That language be negotiated into the next Collective Bargaining Agreement which includes the right of Part-time flexibles to sign or not sign the Overtime Desired List, and be it further

Resolved, That existing language be changed to include part-time flexibles in the overtime work selection process based upon their relative standing on the appropriate seniority list, and be it further

Resolved, That all part-time flexible hours occur within a twelve (12) hour time period, including lunch.

**Adopted 2002**

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## **HOURS OF WORK – EXCEPTIONS**

**—28—**

Whereas, Installations with 200+ person years have sufficient mail volume to keep employees fully occupied, and

Whereas, Employees who can work straight shifts do so in a more productive manner and thereby have raised morale, therefore be it

Resolved, That the American Postal Workers Union negotiate language to annotate Article 8.3 of the Collective Bargaining Agreement in the following manner: that Article 8.3. has three sentences - A, B, and C. To the annotated 8.3.B., add the following sentence: "Part-time flexible and/or part-time regular employees in installations using 200 or more person years annually will not be required to work split shifts."

**Adopted 2002**

## **EXCUSED FROM OVERTIME**

**—18—**

Whereas, Management tends to read the “e.g.” in the CBA as absolutes, and

Whereas, Even those employees on the overtime desired list need to be excused for various reasons, therefore be it

Resolved, That language be added to Article 8 where employees can pass or be excused from overtime for any reason, as long as the pass or excuses does not force a non-volunteer to work in their place.

**Adopted 2004**

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## **MINIMUM HOURS BETWEEN SHIFTS**

**—19—**

Whereas, Currently management is allowed to schedule employees with a minimum of eight (8 hours) between shifts, and therefore be it

Resolved, Minimum hours between shifts to be twelve (12) (ideal) or ten (10) hours.

**Adopted 2004**

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## **OVERTIME ASSIGNMENTS**

**—22—**

Whereas, Current language in Article 12.5.C.5.a.(3) of the Collective Bargaining Agreement requires management to reduce a part-time flexible hours to the extent possible at the losing installation experiencing excessing, and

Whereas, Full-time regulars that elect to remain off of the overtime desired list do not desire to work overtime, and

Whereas, The preamble to the Constitution and Bylaws of the American Postal Workers Union expresses all members' right to unity and economic justice and the inherent right to earn a living, and

Whereas, The Member's Bill of Rights allows every member has the right to be respected as a brother or sister of the Union, therefore be it

*Resolved*, That the American Postal Workers Union seek to insert new language (underlined bold italics) in paragraph 8.5.G which would then read, “Full-time employees not on the “Overtime Desired” list may be required to work overtime only if all available employees on the “Overtime Desired” **list and, all qualified and available part-time flexible employees** have worked up to twelve (12) hours in a day or sixty (60) hours in a service week. Employees on the “Overtime desired” list:

**Adopted 2004**

## **OVERTIME PECKING ORDER**

**—24—**

Whereas, Casuals are not career employees, and

Whereas, Some career employees are willing and available to work some overtime, but the over use of casuals prohibits this, therefore be it

Resolved, That when there is a need to get the mail out, that the OTDL be offered, up to the maximum extent, prior to part-time flexibles and casuals working. If there is still a need for more people, then part-time flexibles will be utilized for overtime prior to casuals and any career being forced.

**Adopted 2004**

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## **PART-TIME FLEXIBLE NORMAL WORK WEEK**

**—25—**

Whereas, Article 8.2.C. – employees' normal work is five (5) service days, consisting of eight (8) hours (within 10), and

Whereas, Article 8.3 – part-time employees will be scheduled in accordance with above rules except they may be scheduled for less than eight (8) hours (within 10) and less than forty (40) hours per normal work week, therefore be it

Resolved, Part-time flexible employee's normal work week should also be five (5) service days. part-time flexible employees should be able to sign an overtime desired list for part-time flexible, indicating a desire and ability to work six (6) days a week in the need be and, be it further

Resolved, Scheduled for part-time flexible employees should be posted for full week, along with full-time employee schedules, and should include all start times for the week, not to imply a full eight (8) hour day, but can also include lunch breaks and end times, with the understanding that part-time flexible schedules are subject to change daily as need be.

**Adopted 2004**

## **REGULARS OFFERED OVERTIME PRIOR TO CASUALS**

**—26—**

Whereas, Management has succeeded in using casuals, where part-time flexibles (PTFs) could be used, and

Whereas, There is no language that deal with casuals and overtime, and

Whereas, This lack of language subverts the all-important principles of seniority in the workplace by failing to establish absolute rights to work or not to work overtime based on seniority, therefore be it

Resolved, That existing language be changed to state that full-time employees on the overtime desired list will be given the opportunity to work overtime prior to any casual.

**Adopted 2004**

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## **END TOUR OTDL NOTIFICATION**

**—117—**

Whereas, Employees on the OTDL and not on the OTDL are subject to required end tour overtime. Many employees have a need to be notified of end tour overtime in a timely manner to make adjustments in their personal lives, and

Whereas, Many managers do not give adequate notification for end tour overtime on a regular basis, therefore be it

Resolved, That contract language be negotiated to give employees one hour notification prior to their last hour of work who are unable to work the end tour overtime, unless negotiated locally.

**Adopted 2004**

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## **MODIFIED WORK WEEK**

**—20—**

Whereas, The four day work week is an improvement in hours and working conditions, and

Whereas, Every local should have the opportunity to participate in the four day work week, therefore be it

Resolved, That the American Postal Workers Union negotiating team negotiate for an expansion of the opportunity for any Local that wishes to participate in the four day work week to do so.

**Adopted 2006**

## **BREAKS IN SMALL OFFICES**

**—21—**

Whereas, All crafts represented by the American Postal Workers Union in small [MAL] offices are not allowed breaks of any sort, therefore be it

Resolved, That the National Union negotiate into the Collective Bargaining Agreement that all crafts represented by the American Postal Workers Union [MAL] have a regular 15 minute break after two hours of work no matter what the size of the office.

**Adopted as Amended in 2006**

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## **PECKING ORDER FOR OVERTIME**

**—23—**

Whereas, Currently management utilizes casuals and Part-time Flexibles prior to calling the Overtime Desired List clerks when Overtime is needed, and

Whereas, Casuals are supplementary, to be used in addition to not instead of, and

Whereas, the Overtime Desired List clerks volunteer to work the overtime, but are displaced by casuals, therefore be it

Resolved, That when an opportunity exists for overtime [such] for qualified and available full-time employees,[on the appropriate overtime .. will be selected to perform in order of their seniority in rotating basis] prior to utilizing Part-time Flexibles in excess of eight work hours in a service day and prior to utilizing casuals regardless of the hours worked, such qualified and available full-time employees on the appropriate overtime desired list will be selected to perform such work in order of their seniority on a rotating basis. Casuals will be utilized last, only as supplementary, after the Full-time Regular and Part-time Flexibles have been maximized.

**Adopted as Amended in 2006**

## **EXCESSIVE HOURS PREMIUM**

**—25—**

Whereas, The Joint Contract Interpretive Manual and past arbitration awards have rendered an agreed upon remedy of an additional 50% premium for full-time employees of all hours worked excess of twelve hours in a single day, and 60 hours in a service week, and

Whereas, Management takes the position that there is no additional penalty for working part time employee over any work limitations, and

Whereas, The language in Article 8.4.E only addresses the appropriate rate of pay for part time employees working in excess of 10 hours in a service day, and 56 hours in a service week, and

Whereas, Article 8.5.G and the Joint Contract Interpretive Manual state that normally employees who are not on the “Overtime Desired List” are not required to work over 10 hours in a day, and 56 hours in a service week, and

Whereas, The Article 8 Memorandum of Understanding between the parties upholds the principles that no employee not on the Overtime Desired List should be required to work more than 10 hours in a service day, or 56 hours in a service week, and

Whereas, Part-time employees are not allowed to sign the Overtime Desired List, and

Whereas, Management habitually works Part-time employees in excess of 11 ½ hours in a service day in violation of the provisions 432.32 of the Employee Labor Relations Manual, with the only penalty being that of the appropriate rate of penalty pay, and

Whereas, Such work assignments are done on a weekly and reoccurring basis, when no emergency situation has been invoked, therefore be it

Resolved, That language be added into the provisions of Article 8 that notes that working part-time flexible employees in excess of 10 hours in a service day, and 56 hours in a service week represents a violation of work hour restrictions, and be it further

Resolved, That union negotiate an agreement to the JCIM that allows the automatic remedy of an additional 50% premium for all timely grievances filed for part time employees working in excess of 11½ hours a day and 56 hours in a service week.

**Adopted as Amended in 2006**

## **MANDATORY OVERTIME**

**—28—**

Whereas, Employees not on the overtime desired list usually do not want to work overtime, and

Whereas, Unless it is an emergency, there is no reason to call mandatory overtime, therefore be it

Resolved, That when mandatory overtime is called on an employee, that employee will receive penalty overtime rate for all time mandated to work.

**Adopted 2006**

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## **SPLIT DAY PREMIUM**

**—29—**

Whereas, Current changes in the Postal Service means of operations are causing duty assignments to be reposted with split days off, and

Whereas, Many senior members who have had consecutive days off for years are being affected, and

Whereas, The current American Postal Workers Union Collective Bargaining Agreement states management will post duty assignments with consecutive days off when “practicable,” and

Whereas, There is currently “night differential,” and “Sunday premium pay” for duty assignments, therefore be it

Resolved, Our National negotiation team be directed to negotiate for a “Split Day” premium for duty assignments with split days off.

**Adopted 2006**

## **“OVERTIME DESIRED” LIST SIGN UP**

**—30—**

Whereas, A part-time flexible employee has little or no control over the timing of their promotion to full-time regular, and

Whereas, All full-time regular employees should enjoy the same opportunity to have their names placed on, or withheld from the “Overtime Desired” list, and

Whereas, An initiation penalty of as much as three months of missed overtime opportunity is not appropriate for a newly promoted Full-time Regular employee, and

Whereas, A Local should not have to expose their Local Memorandum of Understanding to negotiation in order to secure this basic right, therefore be it

Resolved, That the American Postal Workers Union seek new language in Article 8 section 5, paragraph A, that would allow a newly promoted Full-time Regular employee a reasonable opportunity to chose to sign-up on, or remain off of the current “Overtime Desired” list.

**Adopted 2006**

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## **ASSIGNMENT OF OVERTIME—MANAGEMENT**

**—32—**

Whereas, Management is doing everything they can to prevent part-time flexible employees from being converted to regular, and

Whereas, Management is mandating non-overtime desired list employees to work overtime after sending part-time flexible employees home before they work eight hours, therefore be it

Resolved, That the following be added to Article 8 Section 5.G “And all part-time flexible employees work a minimum of eight (8) hours a day.” Article 8.5.G will read: “Full-time employees not on the “overtime Desired” list may be required to work overtime only if all available employees on the “Overtime Desired” list have worked up to twelve (12) hours in a day or sixty (60) in a service week, and all part-time flexible employees have worked eight hours a day.”

**Adopted 2006**

## **OUT OF SCHEDULE SELECTION PROCESS**

**—34—**

Whereas, Holiday scheduling has a selection process or pecking order and there are options that consider seniority and classifications, and

Whereas, Out of schedule pay does not have a selection process or pecking order, therefore be it

Resolved, that the National Negotiation Team attempt to obtain a selection process or pecking order for out of schedule work based on seniority.

**Adopted 2006**

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## **SATURDAY PREMIUM PAY**

**—35—**

Whereas, There are multiple resolutions previously adopted that seek to increase both Sunday premium and night shift differential due to the burdens that working weekends and evening hours puts upon the employee, therefore be it

Resolved, That the American Postal Workers union shall attempt to negotiate language in Article 8 that shall provide those employees who work Saturday additional compensation at 25% premium pay for all hours worked. The same as it currently applies to Sunday Premium.

**Adopted 2006**

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## **MULTIPLE DESIRED LISTS**

**—37—**

Whereas, The availability to work overtime varies by individual and times of the year and

Whereas, If there was more flexibility on being able to work overtime, employees may stay on, or get on the Overtime Desired List for longer periods of time, therefore be it

Resolved, That language be added to Article 30 section 14 making multiple overtime desired lists, “tour (delete period) (add comma) by begin tour/end tour, by scheduled days off, and by 2 hour and 4 hour lists, and be it further

Resolved, That language be added to article 8, where it address quarterly overtime desired lists—add language that states, “unless negotiated otherwise at the local level.”

**Adopted 2006**

## **REMEDY FOR DEVIATION FROM PART-TIME REGULAR SCHEDULE**

**—40—**

Whereas, The employer continually deviates from and expands the schedules of part-time regulars with financial impunity, therefore be it

*Resolved*, that the National Union negotiate into the National Agreement a remedy for Out-of-Schedule Premium for Part-time Regulars, and be it further

*Resolved*, That the American Postal Workers Union seek to negotiate a remedy payable to full-time employees, and/or part-time flexibles that have lost work hour opportunities due to the employer deviation from the Part-time Regular schedule.

**Adopted 2006 as referred to Res #19**

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## **OVERTIME MAKEUP**

**—268—**

WHEREAS, When for any reason, an employees on the OTDL, who has the necessary skills, is available but improperly passed over and another employee on the list is selected for overtime out of rotation, such employees shall within 90 days of the date the error was discovered be given a similar make-up opportunity, and

WHEREAS, Most make-up opportunities are made in the 5-10 days of the 90 day make-up, and

WHEREAS, Most make-up opportunities would have been an overtime opportunity any way.

WHEREAS, In most instances management pays the overtime without make-up.

*Resolved*, OTDL, improperly passed over employees shall within 30 days “or less if negotiated at the local level” of the date the error was discovered be given a similar makeup opportunity.

**Adopted 2006**

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## **MANDATORY OVERTIME**

**-12-**

WHEREAS, employees not on the overtime desired list usually do not want to work overtime, and

WHEREAS, unless it is an emergency, there is no reason to call mandatory overtime, therefore be it

*Resolved*, that when mandatory overtime is called on an employee, that employee will receive quadruple pay for all time mandated to work.

**Adopted 2008**

## THE EIGHT HOUR DAY

- 15 -

WHEREAS, the history of the American labor movement has been built upon the fight for the eight (8)-hour workday, and

WHEREAS, the goal of the American labor movement has always been to establish a thirty-five (35)-hour workweek that includes a paid hour lunch break each workday, and

WHEREAS, historically, overtime and penalty overtime rates were established as a means to discourage management from extending the eight (8)-hour workday, and

WHEREAS, the United States Postal Service management has made continued attempts to erode the eight (8)- hour workday, whether it is excessive use of overtime due to understaffing, or the use of overtime to avoid hiring new employees and having to pay them benefits, or the repeated attempt to eliminate or shorten break time and wash-up time, and

WHEREAS, at the present time the United States Postal Service has experienced an alleged drop in mail volume and revenue, causing management to attempt to eliminate overtime without hiring new employees and therefore seek other ways to extend the eight hour day, such as the use of Article 8, Section 1, "eight (8) hours per day within ten (10) consecutive hours..." and is now attempting to unilaterally change regular clerk bidden schedules to include a two-hour lunch in offices with less than "100 full-time employees in the bargaining unit" based on Article 8, Section 1, and

WHEREAS, many employees do not live near the post office where they work and therefore can make little use of a two (2)-hour lunch, and

WHEREAS, very few if any employees would choose a two (2)-hour lunch on a daily basis, and therefore the benefit of a two (2)-hour lunch is only to the United States Postal Service management seeking flexibility and coverage without payment of overtime, therefore be it

Resolved, Article 8, Section 1, "Work Week" be amended to read: "The work week for full-time regulars in all offices shall be forty (40) hours per week, eight (8) hours per day within nine (9) consecutive hours. Part-time flexible employees in all offices will not be assigned an unpaid lunch break longer than two hours.

**Adopted 2008**

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## OVERTIME NOTIFICATION

-16-

WHEREAS, the present situation of management requiring employees to work mandatory overtime with little or no advance notification poses extreme hardships on many employees, and

WHEREAS, management should know well in advance of their needs for overtime and could notify employees in time for them to make other arrangements, therefore be it

Resolved, that the American Postal Workers Union Negotiating Committee make every effort to negotiate a thirty (30) minute advance notification to employees being required to work mandatory overtime, unless otherwise negotiated in an LMOU.

**Adopted 2008**

## **OVERTIME CALLS**

**-23-**

WHEREAS, Management has shown that they are not capable of administering overtime correctly, and WHEREAS, many employees not on the overtime desired list (ODL) are improperly required to work overtime, therefore be it

*Resolved*, that at this MPWU State Convention, being held at the Crowne Plaza Hotel and Convention Center, May 15-17, 2008 in Grand Rapids, Michigan that: language shall be added to Article 8.5.D requiring that any non-ODL employee who is improperly required to work overtime shall, in addition to being compensated at the appropriate overtime rate, shall in addition be given leave of choice/day of choice equal to the number of hours of improperly required overtime work shall be given administrative leave.

**Adopted 2008**

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## **UNION LWOP**

**-24-**

WHEREAS, union officials often need to use Code 84 (Union) leave without pay (LWOP) to perform union business, and

WHEREAS, union officials who would otherwise have reached the penalty overtime rate during the service week are penalized for having used Code 84, since Code 84, leave without pay (LWOP) hours are not counted as “paid hours” and fail to trigger the penalty rate per Article 8.4, therefore be it

*Resolved*, that at this MPWU State Convention, being held at the Crowne Plaza Hotel and Convention Center, May 15-17, 2008 in Grand Rapids, Michigan that: Code 84 hours be considered as “paid hours” for the purposes of Article 8.4 and the penalty overtime rate provisions.

**Adopted 2008**

## **SALES AND SERVICE ASSOCIATES UPGRADE**

**-27-**

WHEREAS, the language that obtained a level increase for all employees in the 2006-2010 contract was obtained in exchange for contractual raises in 2007 and 2008, and

WHEREAS, the upgrade did not resolve the disparity in the clerk craft between the skills needed, and the responsibilities of Sales and Service Associates, as they compare to other position descriptions in the clerk craft, for the same wage level, and

WHEREAS, it has been a long time goal of members of this union to address this disparity, and

WHEREAS, the disparity should not be placed on the back burner simply because our National leaders are of the opinion that we got everyone a level increase (again in lieu of two pay raises), therefore be it

*Resolved*, that at this MPWU State Convention, being held at the Crowne Plaza Hotel and Convention Center, May 15-17, 2008 in Grand Rapids, Michigan that: we go on record as requesting that language be negotiated upgrading employees with Sales and Service Associate duties to Level 7, and employees with Lead Sales and Service Associate duties to level 8.

**Adopted 2008**

## **ARTICLE 9**

### **COLA AND ROLL-IN TO COVER PERIOD BETWEEN END OF OLD CONTRACT AND SETTLEMENT OF NEW CONTRACT**

**—60—**

Whereas, The American Postal Workers Union (APWU) and the United States Postal Service (USPS) negotiate continuation of the frequency and percentage of Cost of Living Allowance (COLA) that will accrue to members during a contract, as well as roll-in procedures, and

Whereas, The current contract provides for automatic COLA roll-in, and

Whereas, There has been no provisions for continuation of COLA during an impasse caused by the parties failing to reach a negotiated agreement prior to the end of the contract period, and

Whereas, Lump sum payments or bonuses are usually made for salary and wage related items that are settled beyond the end of negotiations, which does not give retroactive credit for COLA increases that are lost during the impasse period, no provision is made to roll-in lost the COLA when the contract is settled, and

Whereas, Cost of Living Allowances only cover a portion of the true cost of living increases that occur during a contract, and

Whereas, Barring unusual economic conditions, the cost of living goes perpetually upwards, therefore be it

Resolved, That the American Postal Workers Union negotiate COLA increases that occur during that period between the end of a contract and a settlement shall be part of any new contract, and be it further

Resolved, That the American Postal Workers Union negotiate that those increases be rolled into the salary as of the normally effective dates of the COLA increases, based on past target dates.

**Adopted 1998**

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### **TIME TO TOP STEP**

**—R-98-011 MVS—**

Whereas, the present contract requires a minimum of 12 years to reach the top step and

Whereas, this time frame exceeds 12 years when an employee increases his/her level (e.g. promotion).

Therefore, be it resolved the top step shall be reached in no more than 5 years, and there shall be no penalty for promotions.

**Adopted 1998**

## **NIGHT DIFFERENTIAL INCREASE**

**—62—**

Whereas, The USPS is attempting to take away tour 2 jobs and

Whereas, Working night hours causes additional stress and health problems for employees, therefore be it

Resolved, That night differential be set at fifteen percent (15%) of the hourly rate of pay for work hours between six p.m. and six a.m. and that current Sunday premiums be retained or improved.

**Adopted 1998**

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## **REDUCTION IN TIME TO REACH TOP STEP**

**—L-R 5—**

Whereas, it takes approximately 12 years (12 plus, in most cases if an employee changes grades),

Whereas, the present system deters upward mobility and casts adverse restrictions on the bidding procedure, therefore be it

Resolved, a five year maximum limitation Adopted to reach top pay scale for any/all step increases in combination, including but not limited to promotions or reductions in grade level.

**Adopted 1998**

**Previously Adopted: 1994 Res #93**

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## **REAL WAGE INCREASES NEEDED**

**—63—**

Whereas, Real wages for Postal Workers have not kept up with inflation or productivity increases since 1978, and

Whereas, The current cost-of-living formula in our contract does not cover all increases in the cost of living, and

Whereas, There is provision for wage increases as productivity rises, and

Whereas, Bargaining unit employees' share of Postal revenues has been declining, and the Postal Service now pays substantial funds to subsidize mass mailers and private pre-sorters with below cost prices, pays large management bonuses, and still earns big profits, and so can easily afford a real pay increase, therefore be it

Resolved, That in the upcoming National Agreement, the American Postal Workers Union will negotiate for wage increases to compensate for past inflation and productivity gains, to cover all future inflation, and to compensate for expected future productivity gains.

**Adopted 1998**

## **STEP INCREASE PROTECTION DURING UPGRADE**

**—68—**

Whereas, Employees anticipate that all automation positions will be upgraded to Level 5, and  
Whereas, Employees in automation have been performing Level 5 work for quite some time, and

Whereas, The upgrade of automation positions should not be considered a promotion and the promotion rules should not be considered, therefore be it

Resolved, That the American Postal Workers Union seek to negotiate language in the base National Agreement that will protect workers whose positions are upgraded from having their step increases deferred.

**Adopted 1998**

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## **AREA COLA ADJUSTMENT**

**—28—**

Whereas, Pay increases related to "COLAs" (cost of living adjustments) are adjusted figures that are based on a national average, and

Whereas, Some regions are not affected by changes in the cost of living, and

Whereas, Current calculation formulas for cost of living increases do not adequately address compensation in some high cost of living areas, therefore be it

Resolved, That COLAs be adjusted to reflect the true cost of living calculated on the actual cost of living experienced in that specific high cost of living area.

**Adopted 2000**

**Previously Adopted: 1992 National Convention, Resolution 60 as referred to Resolution 29**

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## **BAY AREA COST-OF-LIVING ADJUSTMENT**

**—29—**

Whereas, The Bay Area is one of the highest cost-of-living areas in the country, and

Whereas, Because of the Silicon Valley Boom the cost-of-living in northern California has more than doubled. The average price for rent of a one-bedroom apartment is between twelve hundred (\$1200) and eighteen hundred (\$1800) dollars a month. To purchase a home, a yearly income of at least sixty thousand (\$60,000) dollars is needed in order to even secure a loan, and

Whereas, In Hawaii and Alaska, the Postal Service pays a higher cost-of-living adjustment to accommodate employee expenses, therefore be it

Resolved, That the American Postal Workers Union negotiate adequate cost-of-living adjustment for employees living in the San Francisco, San Jose and Oakland areas of California.

**Adopted 2000**

**Previously Adopted: 1992 National Convention, Resolution 60 as referred to Resolution 29**

**BIDS POSTED WITH DUAL OR MULTI-POSITION RESPONSIBILITIES WILL BE  
LEVEL SEVEN**

**—30—**

Whereas, The Postal Service is posting jobs that combine responsibilities from several position descriptions, and

Whereas, Article 9 does not address appropriate pay for expanded duties of this type, therefore be it

Resolved, The appropriate compensation for positions posted with duties from more than one position description will be level 7.

**Adopted 2000**

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**BIG MONEY INCREASES**

**—31—**

Whereas, Real wages for postal workers have not kept up with inflation or productivity increases,

Whereas, The current cost-of-living formula in our contract does not cover all increases in the cost-of-living,

Whereas, There is no provision for automatic wage increases based on increased productivity, and

Whereas, Bargaining unit employees' share of postal revenues has been declining, and the Postal Service now pays substantial funds to subsidize mass mailers, privatizers and private presorters with below cost prices, pays large management bonuses,

Whereas, the Postal Service still earns big profits, and so can easily afford a real pay increase, therefore be it

Resolved, The American Postal Workers Union will negotiate for a wage increase of at least twelve (12%) percent in addition to the Cost-of-Living Allowance (COLA) and a contract covering three (3) years. Anything else will not be accepted.

**Adopted 2000**

**Referred to LABOR-MANAGEMENT COMMITTEE PRIORITY RESOLUTION**

## **LABOR-MANAGEMENT COMMITTEE PRIORITY RESOLUTION**

### **—Substitute—**

Whereas, The 2000 National Contract negotiations are critical and will lead the APWU into the future, and

Whereas The 2000 Labor-Management Committee agrees that it is imperative to establish high priority issues for negotiations, and

Whereas, The American Postal Workers Union members have proven time and time again that we are the most efficient and cost effective Postal Service in the world, demonstrated by the \$5.5 billion profit since 1995, and

Whereas, The issue of wages always seems to be one of the last issues discussed in negotiations, and discussing wages at the outset will send a message to the Postal Service that a substantial increase in pay is a top priority, and

Whereas, The struggle to develop and maintain a grievance procedure that serves the membership remains a constant battle with little or no accountability for repeated contractual violations, and

Whereas, Article 30 comes under continued attack by being declared “inconsistent or in conflict”,

Whereas, The Postal Service has demonstrated that it is their intent to move in a direction that is detrimental to APWU Bargaining Unit employees (e.g., privatizing, increased automation, contracting out), and

Whereas, PMG Henderson has testified before Congress that he has saved billions of dollars “by substituting technology for labor and streamlining our operations”, and

Whereas, In announcing his newest “Breakthrough Productivity Initiative” Henderson had declared you haven’t seen anything yet, therefore be it

Resolved, That the National Negotiating Team make wages, job security and accountability top priorities and negotiated from day one of negotiations, and be it further

Resolved, That the wage package shall include a significant wage increase over the life of the contract, and that the current COLA formula must remain, and be it further

Resolved, That our National Negotiators maintain the No-Layoff clause, eliminate the subcontracting our work and strive to protect current work and new jobs created by automation and the Internet, and be it further

Resolved, That the National Negotiating Team develop contractual language that holds the Postal Service accountable, including penalties and sanctions, for contractual violations, and therefore be it further

Resolved, That the APWU restore language which prohibits the Postal Service from declaring LMOU provisions “inconsistent or in conflict” with the National Agreement, and be it further

Resolved, That the APWU negotiate clear language establishing “Installation” definitions and stability for the greatest protection of our members.

**Adopted 2000**

## **COMMUTER ALLOWANCES**

**—32—**

Whereas, More employers must take an active role in protecting the environment by encouraging the use of public transportation to and from the workplace in order to ease traffic congestion and help reduce pollution, and

Whereas, Some government agencies, such as the Department of Energy and the Federal Deposit Insurance Corporation (FDIC), have already started giving public transportation allowances to employees who commute, and

Whereas, The Federal Deposit Insurance Corporation (FDIC) union just negotiated a sixty-five dollar (\$65.00) per month allowance for those commuting from outside of San Jose, East Bay, Contra Costa County, etc. and in the year 2002 the allotment will be raised to one hundred dollars (\$100.00) a month, therefore be it

Resolved, That the American Postal Workers Union follow suit and negotiate adequate monthly allowances for postal employees who use public transportation to and from work.

**Adopted 2000**

**Referred to LABOR-MANAGEMENT COMMITTEE PRIORITY RESOLUTION**

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## **COST-OF-LIVING ADJUSTMENTS**

**—33—**

Whereas, The current cost-of-living index (CPI) does not reflect a one hundred percent (100%) actual raise for postal employees, but only a percentage of the CPI, therefore be it

Resolved, That the American Postal Workers Union negotiate cost-of-living raises based on one hundred percent (100%) of the actual cost-of-living.

**Adopted 2000**

**Previously Adopted: 1988 National Convention, Resolution 124**

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## **ELIMINATION OF STEP AAA FOR CUSTODIANS**

**—34—**

Whereas, The new pay anomaly scales provide for a Step AAA for custodians which reduces the starting salary, therefore be it

Resolved, That the American Postal Workers Union negotiate to eliminate the new step AAA for custodians.

**Adopted 2000**

## **NEGOTIATE SALARY INCREASES OF AT LEAST TWO PERCENT**

**—35—**

Whereas, Recent contracts have not provided basic salary increases of at least two percent (2%), therefore be it

Resolved, That basic salary increases of at least two percent (2%) each contract year be negotiated in our next contract.

**Adopted 2000**

**Referred to LABOR-MANAGEMENT COMMITTEE PRIORITY RESOLUTION**

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## **NIGHT DIFFERENTIAL AT TEN PERCENT**

**—36—**

Whereas, Working nights has a negative impact on the physical well-being of employees as well as on other individual and family concerns, therefore be it

Resolved, That the American Postal Workers Union negotiate to increase night differential pay to ten percent (10%).

**Adopted 2000**

**Previously Adopted: 1996 National Convention, Resolution 34**

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## **NIGHT DIFFERENTIAL AT TWENTY-FIVE PERCENT**

**—37—**

Whereas, The added physical stress and mental duress of working night hours is detrimental to the health and well being of postal workers, therefore be it

Resolved, That night differential be paid at twenty-five percent (25%) of base pay, and be it further

Resolved, If agreement on the above changes is not reached during negotiations, the American Postal Workers Union is mandated to pursue the issue through binding arbitration.

**Adopted 2000**

**Referred to LABOR-MANAGEMENT COMMITTEE PRIORITY RESOLUTION**

**NIGHT DIFFERENTIAL INCREASED TO TWO HUNDRED FIFTEEN PERCENT**

—38—

Whereas, Night work negatively impacts health and family life, and

Whereas, Night differential pay has been reduced, therefore be it

Resolved, That night shift differential pay be brought up to two hundred fifteen percent (215%) of base salary.

**Adopted 2000**

**Referred to LABOR-MANAGEMENT COMMITTEE PRIORITY RESOLUTION**

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**PAY SLOTTING INEQUITIES**

—39—

Whereas, There are significant inequities in the pay anomaly adjustment process negotiated in the 1998 contract talks for bargaining unit members, and

Whereas, The United States Postal Service and the American Postal Workers Union have had ample opportunity to understand the inherent inequities in this process, therefore be it

Resolved, That the American Postal Workers Union develop and negotiate a workable, fair pay scale under the current system that will prevent anomalies and/or inequities, as well as fix current problems.

**Adopted 2000**

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**SUNDAY PREMIUM TO BE PAID AT FIFTY PERCENT**

—41—

Whereas, Sunday work is a hardship on employees and their families, therefore be it

Resolved, That the Union negotiate a fifty percent (50%) premium for Sunday work.

**Referred to LABOR-MANAGEMENT COMMITTEE PRIORITY RESOLUTION**

## **UPGRADES AND ADDITIONAL PAY GRADES**

**—42—**

Whereas, The Postal Service has established an inequitable wage situation vis a vis the National Association of Letter Carriers (NALC), therefore be it

Resolved, That all members of the American Postal Workers Union bargaining units shall be immediately upgraded by one (1) pay grade, and be it further

Resolved, That five (5) higher step levels be established beyond step 0 at all levels for the recognition of more years of service and seniority. This shall be accomplished without reducing current steps or values.

**Adopted 2000**

**Previously Adopted: 1994 National Convention, Resolution 91; 1992 National Convention, Resolution 59**

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## **ELIMINATION OF DELAYED STEP INCREASE SUBSEQUENT TO PROMOTION**

**—248—**

Whereas, Any normal understanding of the word "promotion" would conclude that a promotion involves increased wages, and

Whereas, The manner in which management applies the current promotion pay rules tends to discourage bidding to higher level craft positions, and penalizes those employees who are converted from part-time flexible to full-time, therefore be it

Resolved, That the National Agreement, Article 9, be changed, and Article 19, Chapter 4 of the Employee and Labor Relations Manual (ELM), be changed to provide that the waiting period between pay steps shall not be started over again when an employee is converted from part-time flexible to full-time.

**Adopted 2000**

**Previously Adopted: 1996 National Convention, Resolution 35**

## **NEW WAGE SCALE FOR MAINTENANCE**

**—249—**

Whereas, The Postal Service is having difficulty maintaining and hiring skilled maintenance employees, and

Whereas, This is primarily due to the great disparity between wages for skilled maintenance employees in the private sector and those in the Postal Service, therefore be it

Resolved, That the American Postal Workers Union attempt to negotiate a change to Article 9 of the National Agreement to provide for a more realistic wage scale for skilled maintenance craft employees to include additional higher top steps, and be it further

Resolved, That the American Postal Workers Union will attempt to negotiate a change to Article 9.2 to reduce step progression time in the Maintenance craft to two (2) years.

**Adopted 2000**

**Referred to LABOR-MANAGEMENT COMMITTEE PRIORITY RESOLUTION**

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## **PAY EQUITY FOR ALL MEMBERS**

**—250—**

Whereas, The American Postal Workers Union represents all members of the union, and

Whereas, Reducing the salary, benefits or Cost-of-Living Allowance (COLA) of one member in order to increase the salary, benefits or COLA of another member is against the true meaning of unionism and causes divisiveness in our union, therefore be it

Resolved, That the union will never take part in any negotiations that would reduce the salary, benefits or COLA of any member or group of members for the benefit of others.

**Adopted 2000**

**Referred to LABOR-MANAGEMENT COMMITTEE PRIORITY RESOLUTION**

## **UPGRADE ALL APWU BARGAINING UNIT POSITIONS**

**—251—**

Whereas, The National Association of Letter Carriers was successful in arbitration of their last contract in obtaining an upgrade to Level 6 for all carrier craft employees on the basis that they work harder,

Whereas, All American Postal Workers Union represented bargaining unit positions require skills based on all Standard Position Descriptions and Qualification Standards set forth by the Postal Service,

Whereas, All American Postal Workers Union represented bargaining unit employees work just as hard or harder than our sisters and brothers represented by the National Association of Letter Carriers,

Whereas, The majority of bargaining unit employees represented by the American Postal Workers Union work shifts other than Tour 2, therefore be it

Resolved, That American Postal Workers Union negotiators actively pursue an upgrade of two (2) levels for all craft employees represented by the American Postal Workers Union.

**Adopted 2000**

**Referred to LABOR-MANAGEMENT COMMITTEE PRIORITY RESOLUTION**

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## **GRANTING STEP INCREASES SECTION 6**

**—29—**

Whereas, Members of the bargaining unit loose step increases waiting time on promotions, and

Whereas, No one should be penalized for promotion, therefore be it

Resolved, That the American Postal Workers Union seek to negotiate language to keep whole the step increases of bargaining unit employees based solely on total employment time, not to be affected by promotion or upgrade.

**Adopted 2004**

## **MORE MONEY**

**—29—**

Whereas, The current cost-of-living formula in our Collective Bargaining Agreement increases in the cost of living, and

Whereas, There is no provision for wage increases as productivity rises, and

Whereas, The Postal Reorganization Act ties the wages of all postal workers to comparable private sector wages, and

Whereas, Inequities continue to exist as a result of the various wage scales, therefore be it

Resolved, That the American Postal Workers Union negotiate wage increases that eliminate the inequities and unfairness in the current wage scales and structure, and be it further

Resolved, That the American Postal Workers Union seek wage increases that at least keep up with inflation.

**Adopted 2002**

**Previously Adopted 1998, Resolution #63**

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## **LUMP SUM PAYMENTS FOR UNION OFFICIALS**

**—30—**

Whereas, Most union officials are still postal employees, therefore be it

Resolved, That when there is a lump-sum payment, union officials will be paid by the United States Postal Service, unless they have retired from the United States Postal Service.

**Adopted 2002**

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## **UPGRADE**

**—30—**

Whereas, The American Postal Workers Union was successful in arbitration and an upgrade was obtained for Level 4 Clerk Craft Mail Processors and for most maintenance positions in the 2000 Collective Bargaining Contract, and

Whereas, All American Postal Workers Union bargaining unit positions require skills based on all the Standard Positions Descriptions and Qualification Standards as set forth by the United States Postal Service, and

Whereas, All American Postal Workers Union bargaining unit employees work hard and the majority work shifts other than Tour 2, therefore be it

Resolved, That our National American Postal Workers Union negotiators actively pursue an upgrade of one level for all American Postal Workers Union craft employees.

**Adopted 2004**

## **COST OF LIVING ADJUSTMENT (COLA) ROLL-IN**

**—31—**

Whereas, Cost of living adjustments (COLA) increase our base salary, and

Whereas, Our retirement annuity is calculated using our base salary, and

Whereas, The last time the cost of living adjustment (COLA) was rolled in the base salary was 1995, therefore be it

Resolved, That the National Union (American Postal Workers Union) negotiate to have the cost of living adjustment (COLA) rolled into our base pay, and be it further

Resolved, That the cost of living adjustment (COLA) continue to be rolled in with each successive contract.

**Adopted 2004**

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## **PAY UPGRADES**

**—32—**

Whereas, Inequities continue to exist as a result of various wage rates and upgrades, therefore be it

Resolved, The American Postal Workers Union seek equitable pay raises, keeping in mind those represented employees who have not previously received pay upgrades.

**Adopted 2004**

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## **SEVERANCE PAY**

**—33—**

Whereas, It is too easy for management to fire an employee for any reason at all, and

Whereas, Employees have given to the company for many years, and they deserve more for their efforts, and

Whereas, If firing and forced relocation was more difficult to do, management may look at other options prior to taking those actions, therefore be it

Resolved, That some kind of severance pay be established for employees based on the employees years of service and rate of pay.

**Adopted 2004**

## **CUSTODIAL LABORERS STEP INCREASES**

**—42—**

Whereas, A Step increase is connected to performance and performance is related to skills acquired. The higher the skills acquired the higher the level of pay, and the shorter time frame for a step increase provides for less skills gained. The Maintenance Craft formula for step increases are reversed, therefore the less skills required the greater the time acquired before the next step increase, and

Whereas, Custodial Laborer PS-3 and PS-4 requires 44 weeks, Maintenance Mechanic PS-8 requires 36 weeks, Electronics Technician PS-11 requires 30 weeks, from one step increase to the next, and therefore be it

Resolved, The American Postal Workers Union shall negotiate for a 30 week time frame for all Custodial Laborers between step increases.

**2006 Adopted as referred to Res #46**

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## **STEP PROGRESSIONS WAITING PERIODS**

**—46—**

Whereas, Step progressions waiting periods are considered longevity pay increases, therefore be it

Resolved, United States Postal Service and American Postal Workers Union negotiate all Article 9, Section 2 progressions waiting periods for all levels to be the same, 30 or less weeks.

**Adopted 2006**

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## **MAINTENANCE UPGRADES—AREA MAINTENANCE AND MAINTENANCE SUPPORT**

**—48—**

Whereas, Thousands have been upgraded and levels of work and skill have increased, therefore be it

Resolved, The National Negotiation Team attempt to obtain a level increase for all field maintenance and maintenance support positions.

**Adopted 2006**

## **RE-PROMOTION RULE**

**—50—**

Whereas, Prior to the November 20, 1999 “New Pay Scale Agreement” those employees who voluntarily reduced their grade and then at a later date obtained their former grade were credited in their step placement for service years in their former grade, and

Whereas, The 1999 agreement eliminated the re-promotion rule and an inequity began in which maintenance employees suffer the brunt of the burden, and

Whereas, Maintenance employees have multiple levels from 1-11 and an employee who takes a reduction in grade for their own personal circumstances is penalized on any future promotion, therefore be it

Resolved, That the re-promotion rule is implemented back into the pay scale national agreement for the PS and MFSC schedules.

**Adopted 2006 as referred to Res # 118**

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## **REMEDY FOR DEVIATION FROM PTR SCHEDULE**

**—51—**

Whereas, The employer continually deviates from and expands the schedules of part time regulars with financial impunity; therefore be it

Resolved, That the American Postal Workers Union seek to negotiate Out-Of-Schedule Premium for Part-time Regulars, and be it further

Resolved, that the American Postal Workers Union seek to negotiate a remedy payable to full-time employees, and/or part-time flexibles in the event the employer deviates from the Part-time Regular schedule.

**Adopted 2006 as referred – Resolution #19**

## **ARTICLE 10**

### **ACT OF GOD LEAVE PROTECTIONS NEEDED**

**—65—**

Whereas, The discretionary authority over Act of God Leave granted to installation heads under the Employee and Labor Relations Manual, Chapter 519 (ELM) results in employees being unjustly denied Act of God Leave, therefore be it

Resolved, That the American Postal Workers Union seek to negotiate limitations on this discretionary authority and greater protection for our members.

**Adopted 1998**

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### **ADMINISTRATIVE LEAVE FOR VOLUNTEERS**

**—66—**

Whereas, Volunteering in America is quickly becoming a rare thing,

Whereas, Volunteer participation in emergency rescue or protective operations is probably one of the rarest forms of volunteering because of job commitments and fear that the employer will not understand and be supportive,

Whereas, Volunteers participating in emergency rescue or protective operations is one of the most important community service functions, and

Whereas, The Postal Service employs a large percentage of the population, many of whom are volunteers and many more would be willing to volunteer if they knew that their job was secure and that the United States Postal Service was supportive of their volunteer efforts, therefore be it

Resolved, That the American Postal Workers Union seek to negotiate provisions that would allow volunteers to be granted administrative leave in order to participate in emergency rescue or protective operations during emergencies.

**Adopted 1998**

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### **ALLOW USE OF ANNUAL AND/OR SICK LEAVE WITHOUT FEAR OF DISCIPLINE**

**—67—**

Whereas, Current Postal Service attendance policy disciplines employees who are legitimately sick or attending to personal emergencies,

Whereas, The Postal Service attitude is “here is a benefit, but do not dare to use it, or you will be disciplined,” therefore be it

Resolved, That the American Postal Workers Union negotiate a more reasonable attendance policy allowing employees to use annual or sick leave without fear of discipline.

**Adopted 1998**

## **DONATED LEAVE ALLOWANCE INCREASED TO FORTY (40) HOURS**

**—69—**

Whereas, Serious health condition(s) due to illness or injury, may force employees to exhaust their annual leave and sick leave, and

Whereas, Employees may then be forced to request leave donations in order to maintain an income, therefore be it .

Resolved, That employees may donate up to forty (40) hours of sick leave to assist fellow employees who are in need.

**Adopted 1998**

**Previously Adopted #68 1992**

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## **EARNED LEAVE CREDIT FOR OVERTIME WORK**

**—70—**

Whereas, The payment of overtime still is not a deterrent to excessive overtime, and

Whereas, Overtime leads to increased fatigue, use of sick leave, and a diminished amount of quality family time, therefore be it

Resolved, That additional annual leave and sick leave shall be credited at the rate of one (1) leave increment for each eighty (80) hours of overtime worked.

**Adopted 1998**

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## **ELIMINATION OF CAPS FOR VACATION BIDDING**

**—71—**

Whereas, Management often uses the restriction of Article 10.3.D. to limit employees to not more than three (3) weeks of annual leave during the choice vacation period, and

Whereas, Many employees earn up to twenty-six (26) days of leave each year, and

Whereas, Employees are allowed to accumulate and carry over up to four hundred and forty (440) hours of annual leave, therefore be it

Resolved, That the American Postal Workers Union seek to negotiate changes allowing for the use of accumulated annual leave after choice vacation bidding is completed.

**Adopted 1998**

## **EXPAND LEAVE SHARING TO INCLUDE CARING FOR FAMILY MEMBERS**

**—72—**

Whereas, The leave sharing memorandum does not address employee family members, and  
Whereas, The Family Medical Leave Act (FMLA) of 1993 recognizes the need to address  
leave for employees and family members, therefore be it

Resolved, That the United States Postal Service expand the leave sharing program to include  
family members as defined in the FMLA when leave is necessary to care for employee's family  
member(s).

**Adopted 1998**

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## **FAMILY MEDICAL LEAVE AS AN ADDITIONAL PAID LEAVE CATEGORY**

**—73—**

Whereas, Employees are required to use their sick and annual leave for Family Medical  
Leave,

Whereas, This sick and annual leave is best used for illness or vacation,

Whereas, Most major industrial nations provide for paid protected Family and Medical Leave  
for workers, therefore be it

Resolved, That the American Postal Workers Union seek to establish a new and additional  
paid leave category for Family Medical Leave.

**Adopted 1998**

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## **FAMILY MEDICAL LEAVE FOR PART-TIME OFFICERS**

**—74—**

Whereas, Under current language of the Family Medical Leave Act Agreement, Part-time  
Union Officers who would otherwise qualify for Family Medical Leave may not be eligible to  
participate in these benefits due solely to their status of being Part-Time Officers and not  
working for the United States Postal Service the required number of hours, therefore be it

Resolved, That the American Postal Workers Union seek to negotiate language wherein Part-  
time/Full-time Union Officers, stewards, and members who would normally qualify for Family  
Medical Leave Act benefits, except for their taking union leave, be covered under the Family  
Medical Leave Act.

**Adopted 1998**

## **FULL COMPENSATION FOR UNUSED SICK LEAVE**

**—75—**

Whereas, All employees are encouraged to conserve sick leave, and

Whereas, Employees covered by the Civil Service Retirement System receive inadequate credit for unused sick leave upon retirement, and

Whereas, Employees covered by the Federal Employees Retirement System receive no credit for unused sick leave, therefore be it

Resolved, That at their option, all postal employees should either be compensated in full for unused sick leave or have it added to increase retirement entitlements.

**Adopted 1998**

**Previously Adopted #47 1996**

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## **FUNERAL LEAVE TO BE GUARANTEED**

**—76—**

Whereas, The loss of a family member is traumatic and often requires employees to travel and/or administer to family needs, therefore be it

Resolved, That the American Postal Workers Union negotiate a guaranteed amount of funeral leave consistent with the best of private sector or federal sector practices

**Adopted 1998**

**Previously Adopted #38 1996**

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## **INCLUDE SICK LEAVE IN LEAVE SHARING PROGRAM**

**—78—**

Whereas, Employees accrue both sick leave and annual leave,

Whereas, Employees may only contribute annual leave to the Leave sharing Program, therefore be it

Resolved, That the American Postal Workers Union seek to modify the current Leave Sharing Memorandum to include donations of sick leave.

**Adopted 1998**

**Previously Adopted #68 1992**

## **INCREASE ANNUAL LEAVE CREDIT AND CARRYOVER**

**—79—**

Whereas, Annual leave is used for employee rest, recreation and for emergency purposes,

Whereas, Most employees cannot afford to use leave without pay and must use annual leave for emergencies, thereby leaving minimal amounts for needed rest and recreation,

Whereas, After three (3) years of employment, employees must wait another twelve (12) years to have any increase in annual leave, therefore be it

Resolved, that the American Postal Workers Union negotiate the establishment of a new leave category whereby an employee with ten (10) years, but no more than fifteen (15) years, will have seven (7) hours of accrued annual leave per pay period, and be it further

Resolved, That the American Postal Workers Union seek to negotiate an additional category of thirty (30) days annual leave per year for employees with over twenty (20) years service, and be it further Resolved, To increase the annual leave carryover to six hundred (600) or more hours.

**Adopted 1998**

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## **INCREASE MILITARY LEAVE ALLOWANCE WITHOUT COUNTING NON-SCHEDULED DAYS**

**—80—**

Whereas, Current postal regulations in ELM 517 count nonscheduled days against allowable military leave,

Whereas, Many employees cannot serve all military assignments within the fifteen (15) day maximum allotted them by the United States Postal Service thus causing them to use either annual leave or leave without pay to serve their country,

Whereas, Service in the military is an honorable, commendable and worthwhile endeavor, therefore be it

Resolved, That the American Postal Workers Union shall seek to negotiate Employee and Labor Relations Handbook (ELM) provisions which increase the amount of allowable military leave, and be it further

Resolved, That employees' non-scheduled days must not be counted toward their allowable military leave.

**Adopted 1998**

**Previously Adopted #91 1990**

## **INCREASE MILITARY LEAVE FOR PART-TIME EMPLOYEES**

**—81—**

Whereas, Many Part-Time employees are members of the National Guard or are in the United States Armed Forces Reserves,

Whereas, There is a disparity of allowed hours between part-time flexible (PTF) and full-time regular (FTR) employees for Military Leave,

Whereas, Full-Time employees may receive one hundred twenty (120) hours of Military Leave each fiscal year,

Whereas, Payment for Military Leave for Part-Time employees is limited to eight (80) hours each fiscal year, no matter how many hours they work over one thousand forty (1,040) hours, therefore be it

Resolved, That the American Postal Workers Union attempt to negotiate language which will apply an actual prorated amount of Military Leave hours for Part-Time employees which is dependent upon their actual hours worked utilization in the Postal Service.

**Adopted 1998**

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## **INCREASED PARENTAL LEAVE GUARANTEES**

**—82—**

Whereas, Many postmasters and managers are limiting employees to twelve (12) weeks leave for maternity and paternity purposes, and

Whereas, The employee must have the right to determine how much time is necessary to care for a newborn before returning to work, therefore be it

Resolved, That language be negotiated guaranteeing up to six (6) months leave for both maternity and paternity purposes upon request.

**Adopted 1998**

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## **INCREASE SICK LEAVE FOR DEPENDENT CARE**

**—83—**

Whereas, Employees may use up to eighty (80) hours of sick leave for dependent care, and

Whereas, Family members with serious health conditions caused by accident or illness may require long periods of assistance, and

Whereas, After using eighty (80) hours of sick leave, employees must use annual leave, and

Whereas, It may become necessary to use leave without pay which causes additional problems for families, therefore be it

Resolved, That employees may use up to one hundred and sixty (160) hours of sick leave for dependent care.

**Adopted 1998**

## **LEAVE BANK PROGRAM**

**—84—**

Whereas, Public Law 103-103, signed February 5, 1994, made permanent the voluntary leave transfer and voluntary leave bank program for federal employees, and

Whereas, The law authorizing these programs allows federal employees who are experiencing a medical or family emergency to apply for leave sharing or leave bank privileges, and

Whereas, The Memo of Understanding between the American Postal Workers Union and the United States Postal Service regarding leave sharing does not allow postal employees to apply for donated leave to cover a family emergency, and

Whereas, The Memo of Understanding does not provide for a leave bank program and requires postal employees to donate leave in increments of eight (8) or more whole hours, therefore be it

Resolved, That the American Postal Workers Unions negotiate a leave bank program during the 1998 contract negotiations allowing postal employees who are experiencing a medical or family emergency to be permitted to submit for leave donations under the leave sharing and leave bank programs, and be it further

Resolved, That postal employees be allowed to make donations in increments of less than eight (8) hours to the leave sharing and leave bank programs.

**Adopted 1998**

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## **LEAVE BUY BACK**

**—85—**

Whereas, EAS salary level postal employees are allowed to “buy back” up to two (2) weeks of annual leave, and

Whereas, PS level postal employees are not afforded this right, therefore be it

Resolved, That 1998 National contract negotiations provide the right to “buy back” up to two (2) weeks to PS salary level employees.

**Adopted 1998**

**Previously Adopted #104 & 107 1994**

**LEAVE COMPUTATION TO INCLUDE TIME SERVED AS A TRANSITIONAL  
EMPLOYEE**

**—86—**

Whereas, Transitional Employees are a part of the bargaining unit, and

Whereas, Transitional Employees have a leave program established in the Collective Bargaining Agreement, and

Whereas, Transitional Employees can be converted to career status or otherwise subsequently hired into the bargaining unit, therefore be it

Resolved, That the leave computation date for career employees will include time served as a Transitional Employee.

**Adopted 1998**

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**LEAVE SELL BACK**

**—87—**

Whereas, Supervisory personnel are allowed to sell back annual leave in excess of maximum carry over hours, and

Whereas, Some employees are forced to use annual leave or lose it, and

Whereas, Inequities exist between management and craft employees regarding maximum leave carry over, therefore be it

Resolved, That all American Postal Workers Union represented employees be allowed to sell back leave in excess of the maximum carry over amount and that craft employees must be allowed the same number of carry over hours as management.

**Adopted 1998**

**Previously Adopted #104 & #107 1994**

**NEGOTIATE CHOICE VACATION SELECTION PERIOD FOR MEMBERS-AT-LARGE**

**—88—**

Whereas, Article 10, Section 3 of the Collective Bargaining Agreement states: Choice of Vacation Period

A. It is agreed to establish a nation wide program for vacation planning for employees in the regular work force with emphasis upon the choice vacation period(s) or variations thereof.

B. Care shall be exercised to assure that no employee is required to forfeit any part of such employee's annual leave.

C. The parties agree that the duration of choice vacation periods in all postal installations shall be determined pursuant to local implementation procedures.

D. Annual leave shall be granted as follows:

1. Employees who earn 13 days of annual leave per year shall be granted up to ten (10) days of continuous annual leave during the choice period. The number of days of annual leave, not to exceed ten (10), shall be at the option of the employee.

2. Employees who earn 20 or 26 days annual leave per year shall be granted up to fifteen (15) days of continuous annual leave during the choice period. The number of days of annual leave, not to exceed fifteen (15) days above, may be determined pursuant to local implementation procedures.

3. The subject of whether an employee may at the employee's option request two (2) selections during the choice period(s), in units of either 5 or 10 working days, the total not to exceed the ten (10) or fifteen (15) days above, may be determined pursuant to local implementation procedures.

4. The remainder of the employee's annual leave may be granted at other times during the year, as requested by the employee, and

Whereas, There are many hundreds of MALs (Members-at-Large) without local representation, and

Whereas, These Members-at-Large are completely at the mercy of supervisors and postmaster when it comes to requesting annual leave and making vacation plans because they are not covered by any Local Memo of Understanding and therefore have no defined choice vacation period, and

Whereas, Because of distances involved, it would be unfeasible to have many of these Members-at-Large join a chartered local, therefore be it

Resolved, That the American Postal Workers Union negotiate language into the next Collective Bargaining Agreement that allows Members-at-Large to have a guaranteed choice vacation period and guaranteed leave.

**Adopted 1998**

## **NO DISCIPLINE FOR DEPENDENT CARE LEAVE USE**

**—89—**

Whereas, There are more single parent households or both parents are working,

Whereas, Our members are frequently required to use leave in excess of ten (10) days in a year to care for incapacitated family members,

Whereas, Employees using dependent care leave are still subjected to unjust discipline, therefore be it

Resolved, That the American Postal Workers Union seek to increase the amount of leave available for dependent care in each leave year, and be it further

Resolved, that the American Postal Workers Union seek protection from discipline for leave used for dependent care.

**Adopted 1998**

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## **PAID LEAVE WHEN CHANGING SHIFTS**

**—90—**

Whereas, Employees changing jobs from Tour 3 to Tour 1 without Friday or Saturday off have to work a double shift unless they take annual leave, leave without pay, or request a change of schedule,

Whereas, A change in Tour 3 to Tour 2 or from Tour 2 to Tour 1 in the same circumstance can also lead to less than ten (10) hours between the old and new shift, and

Whereas, Medical research has shown changing shifts, especially to the night shift causes great physical stress, and

Whereas, People need a time to rest between shift changes, essentially for health reasons, therefore be it

Resolved, That the American Postal Workers Union negotiate in the upcoming National Agreement that employees shall have the automatic right to be compensated when changing assignments to a new shift.

**Adopted 1998**

## **PERSONAL LEAVE DAYS**

**—93—**

Whereas, In many installations there is no guarantee for incidental annual leave, and  
Whereas, The approval of annual leave is sometimes almost impossible to obtain, and  
Whereas, Management unfairly causes undue hardship by denying time off and requiring unneeded documentation for personal business, therefore be it

Resolved, That three (3) additional paid off days for personal business be given to all employees each calendar year requiring only a phone call or scheduled leave. This leave will be over and above current allotment of sick and annual leave and no documentation will be required.

**Adopted 1998**

**Previously Adopted #105 1994**

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## **PREVENT AUTOMATIC DEDUCTION OF ANNUAL LEAVE**

**—94—**

Whereas, Contract language clearly states that absences may be charged to annual leave or leave without pay at the option of the employee, and

Whereas, Postal Service timekeeping systems are programmed so that once sick leave is exhausted, the system will automatically take annual leave unless the employee has specifically requested that it not be done, and

Whereas, Management has no authorization to take annual leave from employees without their permission, and

Whereas, This causes unnecessary hardship on employees as well as administrative costs to correct this, and

Whereas, Computer systems can easily be programmed to accommodate any type of leave deduction, therefore be it

Resolved, That the American Postal Workers Union pursue contractual protections preventing the automatic deduction of annual leave from employees who have exhausted their sick leave unless requested and approved by the employee.

**Adopted 1998**

## **PROTECTION AGAINST LEAVE LOSS AND RETIREMENT LOSS FOR OFFICERS AND STEWARDS**

**—95—**

Whereas, Part-time union officers and stewards lose one (1) hour increment of sick and annual leave for every eighty (80) hours of union Leave Without Pay, as well as retirement benefits for Leave Without Pay usage, and

Whereas, That is an additional cost to the union for reimbursement to the part-time officers and stewards, and

Whereas, This lost leave and retirement benefits cannot be reaccredited, therefore be it

Resolved, That the American Postal Workers Union seek to have union Leave Without Pay count as leave learning hours, and allow officers and stewards to have a procedure to voluntarily deposit any lost contributions to their respective Thrift Saving Plan funds.

**Adopted 1998**

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## **RECOVERY LEAVE FOR NIGHT WORKERS**

**—96—**

Whereas, Night work is proven to negatively impact the health of employees, and

Whereas, The Postal Service insists on staffing many of its facilities with large numbers of bid positions on Tour I.

Whereas, Canadian Postal Workers Union have successfully negotiated paid recovery leave for night workers, therefore be it

Resolved that the American Postal Workers Union attempt to negotiate paid recovery leave, for night workers, at least one (1) paid day of leave per quarter in addition to the existing provisions of annual and sick leave.

**Adopted 1998**

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## **USE OF LEAVE WITHOUT PAY FOR FAMILY MEDICAL LEAVE**

**—97—**

Whereas, Some postal managers are requiring the use of paid leave for Family Medical Leave, therefore be it

Resolved, that the American Postal Workers Union seek either to clarify the Employees and Labor Relations Manual or vigorously pursue all pending arbitrations on this subject.

**Adopted 1998**

## **ANNUAL LEAVE EXCHANGE**

—43—

Whereas, EAS employees are eligible to exchange annual leave from eight (8) hours to one hundred four (104) hours with a minimum of one hundred sixty (160) hours, and

Whereas, Bargaining unit employees are held to a higher standard, and

Whereas, Current benefits for bargaining unit employees fall short of those for EAS employees, and

Whereas, All employees must be treated equally, therefore be it

*Resolved*, The American Postal Workers Union will seek to negotiate the same leave exchange benefits for bargaining unit employees. If unable to obtain such benefits, the American Postal Workers Union will, without hesitation, arbitrate the issue.

**Adopted 2000**

**Previously Adopted: 1994 National Convention, Resolutions 104 and 107; 1996 National Convention, Resolution 42**

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## **BEREAVEMENT LEAVE**

—44—

Whereas, Article 10 of the Collective Bargaining Agreement establishes the leave program for bargaining unit employees, and

Whereas, No one has the ability to predict death since it is an "Act of God", therefore be it

*Resolved*, That the American Postal Workers Union and the United States Postal Service create a Bereavement Leave Program that allows employees to be paid two (2) days of leave for the death of an immediate family member, and be it further

*Resolved*, That the United States Postal Service allow use of leave without pay (LWOP) when an employee wishes to attend the funeral of a co-worker or non-immediate family member, without fear of repercussion.

**Adopted 2000**

**Previously Adopted: 1988 National Convention, Resolution 138; 1992 National Convention, Resolution 66; 1996 National Convention, Resolution 38; 1998 National Convention, Resolution 76**

## **COMPENSATION FOR UNUSED SICK LEAVE**

—45—

Whereas, All employees are encouraged to conserve sick leave, and

Whereas, Employees covered by the Civil Service Retirement System receive inadequate credit for unused sick leave upon retirement, and

Whereas, Employees covered by the Federal Employees Retirement System receive no credit for unused sick leave, therefore be it

Resolved, That at their option, all postal employees should either be compensated in full for unused sick leave or have it added to increase retirement entitlements.

**Adopted 2000**

**Previously Adopted: 1998 National Convention, Resolution 148; 1992 National Convention, Resolution 76; 1994 National Convention, Resolution 107; 1996 National Convention, Resolution 47; 1998 National Convention, Resolution 75**

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## **FAMILY AND MEDICAL LEAVE ACT**

—46—

Whereas, There has been constant confusion and conflict concerning the Family and Medical Leave Act, and

Whereas, Procedures are not consistently enforced at local levels and it is unclear on the forms regarding who does what, therefore be it

Resolved, That the American Postal Workers Union seek to clarify the Family and Medical Leave Act as it pertains to certification, re-certification and application.

**Adopted 2000**

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## **INCREASE ANNUAL LEAVE CARRYOVER**

—49—

Whereas, EAS personnel are allowed to carryover more annual leave than bargaining unit employees, and

Whereas, Employees in American Postal Workers Union bargaining units deserve the same consideration as EAS employees, therefore be it

Resolved, That the allowed annual leave carryover for employees in crafts represented by the American Postal Workers Union be immediately increased to four hundred sixty (460) hours per year and be increased at the same rate as EAS employees in future years.

**Adopted 2000**

**Previously Adopted: 1988 National Convention, Resolution 130; 1996 National Convention, Resolution 40; 1998 National Convention, Resolution 79**

## **NEW ANNUAL LEAVE CATEGORY**

**—50—**

Whereas, The United States Postal Service is more and more profitable due to productivity of workers and new technology, and

Whereas, The Postal Service seems more and more tight fisted with pay raises, therefore be it

Resolved, That the United States Postal Service add a new annual leave category for employees who have twenty (20) years of service, giving them two hundred fifty-six (256) hours of earned annual leave per calendar year.

**Adopted 2000**

**Previously Adopted: 1998 National Convention, Resolution 79**

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## **ANNUAL LEAVE REQUIREMENTS FOR PART-TIME FLEXIBLE EMPLOYEES**

**—253—**

Whereas, Part-time flexible employees who request annual leave are forced to use more leave for each day off requested than they are normally scheduled to work, therefore be it

Resolved, Part-time flexibles who request annual leave will be required to take no more than the same number of leave hours that they would have been scheduled to work.

**Adopted 2000**

**Previously Adopted: 1990 National Convention, Resolution 96**

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## **ANNUAL LEAVE REQUIREMENTS FOR PART-TIME REGULARS**

**—254—**

Whereas, Part-time regulars generally work less than an eight (8) hour day, and

Whereas Part-time regulars earn leave based on hours worked, therefore be it

Resolved, That Part-time regulars will not be forced to take more leave on a daily/weekly basis than they would be scheduled to work on that day or week.

**Adopted 2000**

## **INCREASE ANNUAL LEAVE CARRY OVER**

**—255—**

Whereas, Employees have the ability to carry over four hundred and forty (440) hours of annual leave, therefore be it

Resolved, That the American Postal Workers Union negotiate language in the contract that would allow employees to carry over five hundred (500) hours of annual.

**Adopted 2000**

**Previously Adopted: 1992 National Convention, Resolution 80; 1996 National Convention, Resolution 40; 1998 National Convention, Resolution 79**

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## **INCREASE IN ANNUAL LEAVE EARNED PER PAY PERIOD**

**—256—**

Whereas, Companies similar to the Postal Service have increased annual leave for their employees, a

Whereas, The availability of additional annual leave would help reduce job related stress, and

Whereas, Productivity of employees would increase because of the reduction in stress, and a reduction in stress could reduce use of sick leave, therefore be it

Resolved, That the annual leave benefit be increased to five (5) hours per pay period for employees with under three (3) years service, eight (8) hours per pay period for employees with more than three (3) years, but less than fifteen (15) years service, and twelve (12) hours per pay period for employees with fifteen (15) years service or more.

**Adopted 2000**

**Previously Adopted: 1996 National Convention, Resolution 40; 1998 National Convention, Resolution 79**

## **INCREASE IN SICK LEAVE EARNED PER PAY PERIOD**

**—257—**

Whereas, Working in the conditions and the stress involved in our crafts is rising, and

Whereas, Due to the times postal employees are required to work they forfeit many advantages that similar Federal agencies may be given, and

Whereas, Employees at our major competitors are afforded increased benefits while working the very same shifts that postal employees are working, and

Whereas, Working shifts that interrupt the natural circadian rhythm in life has been shown to increase sickness and reduce quality of life, therefore be it

Resolved, That sick leave earned per pay period be increased from four (4) hours to (6) hours.

**Adopted 2000**

**Previously Adopted: 1988 National Convention, Resolution 140**

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## **LOST LEAVE DUE TO FAMILY MEDICAL LEAVE ACT**

**—258—**

Whereas, The United States Congress enacted a law to protect American workers from retaliation for extended absence for serious health conditions. This law prevents loss of position and benefits of the employee as a result of absence for a qualified condition, and

Whereas, The duration of a serious health condition can decimate an employee's leave balances, resulting in the rapid accumulation of leave without pay, and

Whereas, The Postal Service policy of Leave Credit Adjustment (ELM 514.24) causes a loss of benefits to the employee, therefore be it

Resolved, That an employee will not lose leave based on leave without pay used for an absence covered by the Family Medical Leave Act.

**Adopted 2000**

## **SABBATICAL LEAVE FOR POSTAL EMPLOYEES**

**—259—**

Whereas, Fierce competition from the private sector makes it imperative for the Postal Service to expand automation in order to stay in business, and

Whereas, The ever-increasing deployment of automated sorting machines makes it possible for the Postal Service to sharply reduce man-hours, reduce operational costs, and increase profit margins, and

Whereas, The inevitable need for fewer employees is causing a feeling of anxiety for bargaining unit employees and management alike. The future for postal employees seems bleak, and

Whereas, The greater cross-section of the work force is not ready and/or eligible to retire, and

Whereas, Employees have dedicated their productive prime years to the Postal Service and starting a new career at mid-life would be extremely difficult and traumatic, and

Whereas, The Postal Service has benefited from the efforts of its employees and should ensure the well being and morale of the work-force, and

Whereas, Offering a one-year sabbatical leave program which would permit postal employees who have continuous time (seven (7) or more years) in the postal service to apply for leave of one (1) year to go to school full-time without loss of seniority, and

Whereas, After completion of the program those employees who choose to remain in the Postal Service could return to work with enhanced academic and/or vocational skills that are beneficial to the Postal Service and the employee, therefore be it

Resolved, That the American Postal Workers Union seek to establish a Sabbatical Leave Program at the option of all employees who have rendered seven (7) or more continuous years of postal service.

**Adopted 2000**

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## **USE OF SICK LEAVE FOR BEREAVEMENT**

**—260—**

Whereas, Sick leave is an accrued benefit, and

Whereas, Employees are in a state of mental distress (bereavement) when the loss of a parent, spouse or child occurs, therefore be it

Resolved, The American Postal Workers Union will attempt to negotiate language allowing employees to use up to five (5) days of sick leave when the loss of a parent, spouse or child occurs.

**Adopted 2000**

**Previously Adopted: 1974 National Convention, Resolution 360; 1988 National Convention, Resolution 38; 1992 National Convention, Resolution 66; 1994 National Convention, Resolution 96; 1996 National Convention, Resolutions 38 and 49**

## **SICK LEAVE**

**—31—**

Whereas, Supervisors may accept an employee's certification as reason for an absence of three days or less, and

Whereas, Supervisors are only supposed to require documentation for absences of three days or less if there is some reasonable cause to believe documentation is desirable to protect the interests of the postal service, and

Whereas, Under the new Resource Management Data Base system attendance supervisors have routinely been requiring documentation for absences of three days or less without reasonable cause, citing arbitrary or frivolous jurisdiction, therefore be it

Resolved, That Article 10, Section 5.D shall be amended to read: For periods of absences of three (3) days or less, a supervisor must accept an employee's certification as reason for an absence.

**Adopted 2002**

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## **CHOICE OF VACATION PERIOD**

**—32—**

Whereas, The leave policy contained in Article 10.3.D is unfair and restrictive against most senior employees, and

Whereas, This article allows for employees who earn 13 days of leave per year to use 10 of those days during the choice vacation period, and

Whereas, This article lumps together those employees who earn either 20 or 26 days of leave per year and allows each to use only 15 of those days during the choice vacation period, therefore be it

Resolved, That the American Postal Workers Union will attempt to negotiate changes to Article 10.3.D.2 which would state that any employee who earns 26 days of leave during the year would be granted leave of up to 20 continuous days during the choice period, and be it further

Resolved, That the American Postal Workers Union will change 10.3.D.3 to reflect that these employees choices would not exceed the 20 days above.

**Adopted 2002**

**TO PERMIT PRIME TIME SELECTION BY EMPLOYEES ATTENDING OFF-SITE  
TRAINING**

**—33—**

Whereas, Maintenance employees are often scheduled for off-site training prior to local annual leave sign-up completion, and

Whereas, The situation deprives employees of their annual leave choices, therefore be it

Resolved, That language be negotiated requiring management to allow employees to sign up by seniority for annual leave prior to any off-site training being scheduled. Such annual leave sign-up by the employee shall preclude management from requiring the employee to attend such off-site training during the time of their annual leave.

**Adopted 2002**

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**PART-TIME FLEXIBLE LEAVE**

**—34—**

Whereas, No language exists governing how many hours of leave a part-time flexible employee is allowed to take per day, and

Whereas, Management's practice has consistently proven to be arbitrary and capricious when it comes to the approval of part-time flexible leave, and

Whereas, This practice has a detrimental effect on the lives of our valued members, therefore be it

Resolved, That the amount of leave for a part-time flexible employee be equal to a minimum of the average number of hours worked per day for the previous twelve (12) weeks up to eight (8) hours, at the option of the employee.

**Adopted 2002**

## **BEREAVEMENT LEAVE**

**—35—**

Whereas, The National Agreement does not properly address Leave Without Pay guarantees for American Postal Workers Union members that occasionally experience unexpected deaths of their spouse, parents, or close relatives, and

Whereas, United States Postal Service management denies Leave Without Pay frequently under these circumstances, especially when the employee has an annual leave balance, and

Whereas, This annual leave normally has been used for planning family vacations or other time to rest and relax from all the stress of work and unexpected emergency situations, etc., and

Whereas, This often causes the American Postal Workers Union members to have a zero leave balance early in the calendar year further creating hardship in using this time to spend with their families on vacation, therefore be it

Resolved, That the American Postal Workers Union negotiate and obtain a favorable Leave Without Pay clause into the National Agreement allowing a minimum of three (3) days of leave without pay per death of a family member. And be it further

Resolved, That the American Postal Workers Union negotiate a separate bereavement leave category.

**Adopted 2002**

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## **LEAVE SHARING PROGRAM**

**—36—**

Whereas, The Leave Sharing Program provides benefits to all postal employees, and

Whereas, The current threshold of a minimum of eight (8) hours is prohibitive to a great number of employees, and

Whereas, A similar great number of postal employees have expressed willingness to participate in the donation segment of the Leave Sharing Program, therefore be it

Resolved, That donations of leave to the Leave Sharing Program may be made in increments of two (2) hours, and be it further

Resolved, That all appropriate segments of designated Handbooks and Manuals affecting the Leave Sharing Program be modified to lower the minimum number of hours that can be donated to two (2) hours.

**Adopted 2002**

## **ANNUAL LEAVE AT RETIREMENT**

**—211—**

Whereas, An employee is allowed to carry over 440 hours of annual leave per year and at the time of retirement is paid for those 440 hours, and

Whereas, Employees are advanced annual leave the first full pay period each year and this leave is recorded on employee's check stubs as hours earned and hours used each pay period, therefore be it

Resolved, That employees be paid for 440 hours carried over plus any unused earned annual the year of retirement.

**Adopted 2002**

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## **LOST LEAVE DUE TO ACCUMULATED LEAVE WITHOUT PAY FOR UNION BUSINESS**

**—212—**

Whereas, Union officials are often called upon to request Leave Without Pay due to the performance of their union duties, and

Whereas, The accumulation of Leave Without Pay results in the loss of benefits such as annual leave and sick leave, therefore be it

Resolved, That the American Postal Workers Union immediately negotiate to allow for representatives of the union, at their own option, to be able to buy back all lost leave due to an accumulation of Leave Without Pay.

**Adopted 2002**

## **ARTICLE 10.2 – ANNUAL LEAVE**

**—35—**

Whereas, Annual leave is used for employee rest, recreation, and for emergency purposes, and

Whereas, After three years of employment, employees must wait another twelve (12) years to have any increase in annual leave, and

Whereas, After fifteen (15) years, employees receive no increase in annual leave, therefore be it

Resolved, That our National Negotiators to negotiate language into our next collective bargaining agreement that the leave earning structure be changed to the following:

0 to 3 years	=	13 days
3 to 10 years	=	20 days
10 to 15 years	=	26 days
above 15 years	=	30 days

**Adopted 2004**

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## **SELLING BACK LEAVE**

**—36—**

Whereas, The maximum amount of leave you can sell back at the end of the year is forty (40) hours for bargaining unit employees, and

Whereas, Management personnel is allowed to buy eighty (80) hours at the end of the year, therefore be it

Resolved, That bargaining unit employees be allowed to sell back eighty (80) hours at the end of the year.

**Adopted 2004**

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## **INCREASED ACCRUED ANNUAL LEAVE**

**—39—**

Whereas, Employees born after 1962, can no longer retire at 55 years of age, and that employees born thereafter have to wait longer and longer to retire, resulting in longer postal careers, and

Whereas, Employees cap out on leave after 15 years, therefore be it

Resolved, That after 25 years of service, employees will earn ten (10) hours of annual leave every pay period.

**Adopted 2004**

## **LEAVE DONATIONS**

**—40—**

Whereas, Employee's meeting conditions to necessitate the request for leave donations are in serious need, and

Whereas, leave is to be at the discretion of each employee's desire, therefore be it

Resolved, That employee's will be allowed to make donations of sick leave in compliance with leave donation language.

**Adopted 2004**

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## **MEMORANDUM OF UNDERSTANDING: SICK LEAVE FOR DEPENDENT CARE**

**—42—**

Whereas, The current language in the Memorandum on, "Sick leave for Dependent Care" limits sick leave for this purpose to eighty (80) hours in any leave year. It is clear that many dependent care situations can not be resolved within this very limited time frame, and

Whereas, Most employees are unable to carry over significant amounts of annual leave. Even the most conservative annual leave user is limited to maximum carry over of four hundred forty (440) hours. Thus, annual leave is not the answer to the dependent care issue, as this too can be exhausted in a matter of a few weeks, in only a single dependent care situation, and

Whereas, Most employees can not endure extended periods of Leave Without Pay (LWOP), as this can only add a financial burden to the existing problem of caring for an ill or injured family member. Thus, Leave Without Pay is not a viable option for an employee facing a dependent care situation. Thus, employees are faced with the dilemma of choosing between caring for a family member and financial ruin, therefore be it

Resolved, The American Postal Workers Union shall negotiate to expand the Memorandum on "Sick Leave for Dependent Care," to allow unrestricted use of sick leave when an employee experiences a dependent care situation.

**Adopted 2004**

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## **SICK LEAVE INSTEAD OF ANNUAL LEAVE**

**—44—**

Whereas, Postal employees are forced to use annual leave whenever someone in their family dies, therefore be it

Resolved, That annual leave or sick leave be allowed to be used instead of annual leave whenever a death in their family occurs.

**Adopted 2004**

## **RETURNING FORMS 3971**

**—96—**

Whereas, Presently, the ELM states that supervisors are responsible for approval and disapproval of leave by signing Forms 3971 and returning a copy to the employee. Forms 3971 are not being returned to employees in a timely manner, and

Whereas, No current contract or handbook language exists requiring a time period for management to return Forms 3971, therefore be it

Resolved, That contract language be negotiated to require management to return Forms 3971 submitted by employees within 48 hours of submission, unless otherwise negotiated locally.

**Adopted 2004**

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## **LEAVE PAY**

**—110—**

Whereas, Leave pay for employees detailed to a higher level position will be administered in accordance with the following, and

Whereas, Employees working short term on a higher level assignment or detail will be entitled to approve sick and annual paid leave at the higher level, therefore be it

Resolved, That the employee on “EAS” higher level vacation selection on the vacation calendar be open for bid for employees in the craft “Bargaining Unit” according to the rules.

**Adopted 2004**

## CHOICE VACATION PERIOD

—53—

Whereas, Article 10.3.D currently reads:

“D. Annual leave shall be granted as follows:

1.) Employees who earn 13 days annual leave per year shall be granted up to ten (10) days of continuous annual leave during the choice period. The number of days of annual leave, not to exceed ten (10), shall be at the option of the employee.

2.) Employees who earn 20 or 26 days of annual leave per year shall be granted up to fifteen (15) days of continuous annual leave during the choice period. The number of days of annual leave, not to exceed fifteen (15), shall be at the option of the employee.

3.) The subject of whether an employee may at the employee’s option request two (2) selections during the choice period(s), in either 5 or 10 working days, the total not to exceed the ten (10) or fifteen (15) days above, may be determined pursuant to local implementation procedures.

4.) The remainder of the employee’s annual leave may be granted at other times during the year, as requested by the employee.” and

Whereas, Postal Workers have been placed on the front lines in the war against terrorism, and

Whereas, Many of our employees are veterans of the United States Military who enjoyed thirty (30) days of annual leave during the time they served their country, and

Whereas, Article 19, Section 3 of our National Constitution reads: “Sec. 3.(a) Leave. All officers and full-time appointed representatives shall be allowed thirty (30) days annual leave with such sick leave as may be necessary.” and

Whereas, Our National officers should make every effort to secure the same benefits for our members that our National officers currently enjoy, therefore be it

Resolved, That the language in NCBA Article 10.3.D be changed to read:

“D. Annual leave shall be granted as follows:

1.) All career employees regardless of years of service will earn thirty (30) days annual leave per year and shall be granted up to twenty (20) days continuous annual leave during the choice period. The number of days of annual leave, not to exceed twenty (20), shall be at the option of the employee.

2.) The subject of whether an employee may at the employee’s option request two (2) selections during the choice period(s), in units up to ten (10) working days, the total not to exceed the twenty (20) days above, may be determined pursuant to local implementation procedures.

3.) The remainder of the employee’s annual leave shall be granted at other times during the year, as requested by the employee.

**Adopted 2006**

## **CHANGE IN ANNUAL LEAVE ACCRUAL**

**—54—**

Whereas, Full time employees lose a pay period worth of annual leave when they use 80 hours of Leave Without Pay, and

Whereas, when PTF employees work fewer than 40 hours they accrue a smaller portion of annual leave, and

Whereas, The Postal Service continues to under staff installations, and

Whereas, People desiring only straight time are forced to work overtime, and

Whereas, There is no end in sight for the foreseeable future, therefore be it

Resolved, That the American Postal Workers Union negotiate annual leave accrual regardless of hours worked. For example, an employee working two 60-hour weeks in a pay period will accumulate 120 hours worth of annual leave. The hours are 1.5 times 40-hour weeks so the annual leave rate is 1.5 times the 40-hour week rate. This would amount to 12 hours of accumulated leave for a two-week pay period by a person with at least 15 years of experience instead of the current 8 hours accumulated per pay period.

**Adopted 2006**

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## **DONATED LEAVE**

**—56—**

Whereas, A day in the Post Office is a day in the Post Office, and

Whereas, Career postal employees who wish to share their leave with other deserving and needy career postal employees without restrictions or limitations are not allowed to do so, and

Whereas, Career postal employees were prohibited from sharing leave across geographic locations or postal districts with other career postal employees unless family member(s) during such disasters as Hurricane Katrina, and

Whereas, Sick leave and annual leave hours subject to forfeiture (leave in excess of the maximum carryover which the employee would not be permitted to use before the end of the leave year) cannot currently be donated, therefore be it

Resolved, That the Memorandum of Understanding on Leave Sharing be changed to reflect nationwide donation of leave from one career postal employee's account to any other career postal employee without restriction of geographic location or postal district and without restriction of such leave going to a career postal employee family member, and be it further

Resolved that sick leave or annual leave hours subject to forfeiture (leave in excess of the maximum carryover which the employee would not be permitted to use before the end of the leave year) may also be donated.

**Adopted 2006**

## **MODIFY RULES FOR DONATED LEAVE**

**—57—**

Whereas, The current language does not allow enough flexibility for employees to donate leave to other employees they may wish to donate leave to, therefore be it

Resolved, That American Postal Workers Union seek to negotiate modifications to the current donated leave program to allow for timely leave notice, and be it further

Resolved, To negotiate an expansion of the leave program to allow donations of increments of less than 8 hours, and be it further

Resolved, to negotiate an expansion of the program to allow for Nationwide donation of leave, and be it further

Resolved, That American Postal Workers Union negotiate modifications that would put any donated annual leave into the employee's regular annual leave account, rather than into a separate account.

**Adopted 2006 as referred – Res #112**

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## **204B ANNUAL LEAVE SELECTION**

**—58—**

Whereas, Employees detailed to EAS positions can currently be granted leave in the bargaining unit tying up available leave slots otherwise available to the bargaining unit, therefore be it

Resolved, That any employee detailed to an EAS position (204b, OIC, etc.) be barred from selecting and or/being granted annual leave under the vacation leave selection bidding process.

**Adopted 2006**

## CONTRACT NEGOTIATIONS

—59—

Whereas, A constant area of controversy for the employees is the use of sick-leave and the loss of earned sick leave upon retiring, if that earned sick-leave benefit is not used. Postal Management has gone to great lengths to promote the “Banking” of sick-leave and has in place specific criteria for the discipline of employees for violating this criteria. It is in the best interest of both parties to negotiate a payment process for sick leave that has been earned and not used. A payment process will have the effect of less sick leave used, receipt of a benefit earned, enhanced productivity, increased moral, and reduce absenteeism, therefore be it

Resolved, That the American Postal Workers Union and the United States Postal Service (USPS) afford United States Postal Service employees eligible for sick leave benefits to have, in addition to all other benefit rights and privileges, the right to elect either to retain or to sell accrued sick leave in excess of 250 hours back to the USPS during the months of November and May of each year with payment to be made by the following month on the closest pay period to the 15th of said month. All unused sick-leave to be paid upon retirement [/death payable to family member].

**Adopted 2006 as Amended**

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## CHOICE VACATION ACCUMULATION

—62—

Whereas, These paragraphs currently read: “Employees who earn 20 or 26 days of annual leave per year shall be granted up to fifteen (15) days of continuous annual leave during the choice period. The number of days of annual leave, not to exceed fifteen (15), shall be at the option of the employee.” “The subject of whether an employee may at the employee’s option request two (2) selections during the choice period(s), in units of either 5 or 10 working days, the total not to exceed the ten (10) or fifteen (15) days above, may be determined pursuant to local implementation procedures.” and

Whereas, Under this formula the most senior of our employees are not allowed to use a significant portion of their earned leave during the choice period, and

Whereas, The postal service has lessened hiring and therefore our most senior career employee’s chances of gaining approval for spot annual has diminished, and

Whereas, Our most senior employees need to have periods of rest and relaxation and have earned the right through seniority to have those requests guaranteed, therefore be it

Resolved, That paragraph two will be changed to read: “Employees who earn 26 days of annual leave per year shall be granted up to twenty (20) days of continuous annual leave during the choice period. And that the number of days of annual leave, not to exceed twenty (20), shall be at the option of the employee,” and be it further

Resolved, that paragraph three will also be changed to add the limit of twenty (20) days for the employees earning 26 days of annual leave per year pursuant to local implementation procedures.

**Adopted 2006 as referred – Resolution #53**

## **ANNUAL LEAVE CARRYOVER**

**—63—**

Whereas, Regular workforce employees covered by this agreement, and

Whereas, The regular workforce of the American Postal Workers Union is getting older and working toward retirement, therefore be it

Resolved, That the National Negotiation Team attempt to negotiate contract language that reflect that anyone may increase their leave carryover in the amount of 560 hours.

**Adopted 2006**

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## **ANNUAL LEAVE/VACATION SELECTIONS**

**—64—**

Whereas, Vacation selections and opportunity are very important and

Whereas, When a craft employee has left the craft either by promotion, transfer, reassignment, retirement etc., management is failing to post these vacant annual selections in all installations, therefore be it

Resolved, Management opens vacant vacation slots/weeks.

**Adopted 2006**

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## **SICK LEAVE FOR DEPENDENT CARE**

**—65—**

Whereas, Most federal employees may use a total of up to one hundred and four (104) hours of sick leave each year to.... Provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy or childbirth, provide care for a family member as a result of medical, dental or optical examination or treatment; or make arrangements necessitated by the death of a family member or attend the funeral of a family, therefore, be it

Resolved, Family members shall include: son, daughter, parents and spouse and parents, and be it further

Resolved, That family members shall include: grandchildren, brothers and sisters. Up to one hundred and four (104) hours of sick leave may be used for dependent care in any leave year.

**Adopted 2006 as referred – Resolution #113**

## **ANNUAL LEAVE SELECTION FOR OFFICES WITHOUT A LOCAL MEMORANDUM OF UNDERSTANDING**

**—68—**

Whereas, There is no provision in Article 10 to allow for anything other than choice leave selections, therefore be it

Resolved, That the American Postal Workers Union seek to negotiate additional and/or stronger language addressing leave for other than choice leave selections.

**Adopted 2006**

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## **ANNUAL LEAVE CARRYOVER DURING RETIREMENT YEAR**

**—69—**

Whereas, There is an inequity as to bargaining-unit employees versus managers with regard to leave carryover in the retirement year affecting their terminal leave pay, and

Whereas, Managers are paid for all leave hours over their maximum carryover amount of 560 hours while bargaining-unit employees lose the hours over their maximum carryover amount of 440 hours, therefore be it

Resolved, That the American Postal Workers Union seek to negotiate the appropriate handbook revisions to make treatment of bargaining-unit and management employees equitable in that bargaining-unit employees are also compensated for all hours over their maximum carryover amount at retirement.

**Adopted 2006**

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## **ANNUAL LEAVE BUYBACK**

**—250—**

WHEREAS, the negotiated PTF's in 200 plus man year offices are not utilized in a flexible manor and work regular schedules of 40 hours or more per week, and

WHEREAS, Management does not need nor utilize the flexibility of PTF's in 200 plus man year offices, therefore be it

Resolved, All PTF's in 200 plus man year offices be converted to full time status, and be it further

Resolved, That all residual bids in 200 plus man year offices be posted on a National bidding cycle for all clerks to bid upon utilizing their postal seniority, and be it further

Resolved, Upon becoming the successful bidder to the new installation, the employee shall be placed at the bottom of the full time seniority roster.

**Adopted 2006**



## **BEREAVEMENT LEAVE**

**-266-**

WHEREAS, That most employees provide paid leave for employees when expressing a death of an immediate family member, and

WHEREAS, That an employees should not be forced to use sick leave and/or annual leave to cover time they need to deal with personal grief travel, funeral arrangements, and etc. ...., therefore be it

Resolved, That the APWU negotiate with the U.S. Postal Service to allow up to 3 days of Administrative "Bereavement Leave" to use upon the death of an immediate family member and/or one who may have raised that individual.

**Adopted 2006**

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## **TRANSITIONAL EMPLOYEES**

**-27-**

WHEREAS, transitional employees work side-by-side with other career employees and cannot carry over annual leave from one appointment period to another, and

WHEREAS, transitional employees do not receive sick leave, therefore be it

Resolved, that the American Postal Workers Union will strive to achieve sick leave pay for transitional employees at a rate no more than equal to the rate at which transitional employees accrue annual leave.

**Adopted 2008**

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## **ONLINE INTERNET ACCESS FOR LEAVE REQUESTS**

**-30-**

WHEREAS, employees are required to utilize the national 1-877 phone number, and

WHEREAS, there are employees that are having difficulties with operating the system, therefore be it

Resolved, that these employees will have the option of utilizing online or internet access to submit unscheduled leave requests (3971s).

**Adopted 2008**

## **UNION LWOP**

**- 31 -**

WHEREAS, under the Employee and Labor Relations Manual (ELM) and the leave provision of Article 10, employees can lose earned sick and annual leave if they are in a leave without pay (LWOP) status for increments of eighty (80) hours during the leave year, and

WHEREAS, union officials often must use Code 84 Union leave without pay (LWOP) to perform union business, therefore be it

Resolved, that at this MPWU State Convention, being held at the Crowne Plaza Hotel and convention Center, May 15-17, 2008 in Grand Rapids, Michigan that: Code 84 will be considered “paid hours” rather than “leave without pay (LWOP) hours” for purposes of earning sick and annual leave under the Employee and Labor Relations Manual (ELM) and Article 10.

**Adopted 2008**

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## **REMOTE ENCODING CENTER TRANSITIONAL EMPLOYEES ANNUAL LEAVE PROVISIONS**

**-32-**

WHEREAS, as of December 31, 2005, there were no longer any transitional employees in the postal service except at our Remote Encoding Centers (RECs), and

WHEREAS, transitional employees are dues paying members of the American Postal Workers Union, and WHEREAS, since the inception of the Remote Encoding Centers (REC), transitional employees have belonged to the American Postal Workers Union, and

WHEREAS, transitional employees only earn one (1) hour of annual leave for each unit of twenty (20) hours in a pay status in each pay period, and

WHEREAS, transitional employees do not earn any sick leave, and

WHEREAS, some transitional employees have worked at the Remote Encoding Center (REC) since October of 1995 and still only earn thirteen (13) days of annual leave, therefore be it

Resolved, the national American Postal Workers Union, will immediately negotiate a Memorandum of Understanding (MOU), for all transitional employees at the Remote Encoding Centers, to accrue annual leave the same as career employees.

**Adopted 2008**

## **ARTICLE 11**

### **ADDITIONAL HOLIDAY PAY FOR OVERLAP HOURS**

**—98—**

Whereas, Management shows very little consideration to our members on the eve of major holidays, like Thanksgiving and Christmas, and

Whereas, Mail volume is low and there is no delivery on the holidays, and

Whereas, Management needs an incentive in order to be considerate of our members, therefore be it

Resolved, That language be negotiated in the National Agreement that any overlap hours worked, into the beginning of the actual holiday and at the ending of the actual holiday entitles the employee to additional holiday pay for all overlap hours.

**Adopted 1998**

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### **DOUBLE HOLIDAY PAY**

**—99—**

Whereas, The United States Postal Service over schedules employees to work their holidays because it is cheaper than overtime, therefore be it

Resolved, That holiday work pay be paid at twice the straight-time rate.

**Adopted 1998**

**Previously Adopted #120 1994**

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### **FORCED HOLIDAYS/APPLYING A PERCENT THAT MUST BE EXCUSED**

**—101—**

Whereas, The United States Postal Service routinely over schedules on most holidays, therefore be it

Resolved, That the American Postal Workers Union seek to negotiate a fixed minimum percentage which must be excused on each holiday if the complete elimination of forced holiday work cannot be accomplished, and be it further

Resolved, That all holiday and overtime worked as part of the holiday schedule be voluntary.

**Adopted 1998**

**Previously Adopted #52 1996**

**NEW YEAR'S EVE, CHRISTMAS EVE AND DAY AFTER THANKSGIVING TO BE  
HOLIDAY**

**—103—**

Whereas, Mail volume is light on New Year's Eve, Christmas Eve, and the day after Thanksgiving,

Whereas, Most businesses recognize these days as part of the holidays, and

Whereas, There is no mail delivery on New Year's Day and Christmas Day, therefore be it

Resolved, That this 14th Biennial Convention go on record as recommending that New Year's Eve, December 31; Christmas Eve, December 24; and the day after Thanksgiving, will be paid holidays.

**Adopted 1998**

**Previously Adopted #116 1994**

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**PAID FLOATING HOLIDAY**

**—104—**

Whereas, The 1994 Collective Bargaining Agreement, Article 11 does not contain a provision for a three (3) day weekend on Monday holidays for our members, and

Whereas, The majority of our members are drafted to work on minor holidays reducing a three (3) day weekend to one (1) day, therefore be it

Resolved, That the American Postal Workers Union negotiate a Personal Paid Floating Holiday.

**Adopted 1998**

**Previously Adopted #82 1992**

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**SPECIAL FEDERAL HOLIDAYS CALLED BY THE PRESIDENT**

**—105—**

Whereas, From time to time the President of the United States calls for a Federal Holiday, and

Whereas, Our contract is negotiated, and we are denied these holidays, therefore be it

Resolved, That the American Postal Workers Union will negotiate a "me to" clause when holidays are called by the President.

**Adopted 1998**

## **TIME AND ONE-HALF PAY FOR TIME WORKED ON HOLIDAYS**

**—106—**

Whereas, Christmas Day, December 25th, is the only contractual holiday which guarantees time and one-half (1 1/2) premium pay for all hours worked on that day, and

Whereas, The remaining nine (9) holidays listed in Article 11 of the National Agreement are paid at the straight time rate for all hours worked up to eight (8) if the holiday falls on the employee's scheduled work day, and

Whereas, The pattern for most Labor Agreements in the private sector recognizes that working on a holiday rates the payment of premium pay as an incentive to hold holiday work to a bare and essential minimum, and

Whereas, The Postal Service regularly over-schedules and when the work is completed, encourages the employees to "go home early" in order to save work hours, therefore be it

Resolved, That the American Postal Workers Union will attempt to negotiate language in Article 11 of the National Agreement Section 3, providing time and one-half (1 1/2) premium pay for all hours up to eight (8) hours worked on an employee's holiday or designated holiday, and double time premium penalty pay for all hours worked exceeding eight (8) on a holiday.

**Adopted 1998**

**Previously Adopted #81 1992**

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## **204B SHOULD NOT BE USED FOR HOLIDAY SCHEDULING TO DETRIMENT OF CRAFT EMPLOYEES**

**—107—**

Whereas, Full-time and part-time employees are required to work many of their holidays, and

Whereas, Management utilizes many 204b supervisors on days designated as holidays for craft employees, and

Whereas, Management personnel are off on their designated holiday and/or day off as a result of 204b usage, therefore be it

Resolved, The National Postal Workers Union supports the principle that 204b supervisor usage will not adversely affect the section from which 204b supervisor holds a bid in regards to mandatory assignment of holiday and/or day off work on that section's holiday schedule.

**Adopted 1998**

## **INCREASE AMOUNT PAID FOR HOLIDAY WORK**

—52—

Whereas, Part-time flexible employees who are required to work a holiday (other than Christmas) are only paid for the hours they work and receive no holiday pay, and

Whereas, Full-time employees who are required to work the holiday or their designated holiday (other than Christmas) are only paid straight time for hours worked up to eight (8), and

Whereas, Part-time flexible employees who are required to work Christmas Day are only paid one and one half (1½) times their hourly rate, and

Whereas, Full-time employees who are required to work on Christmas Day or their designated Christmas Day are only paid one and one half (1½) times their hourly rate, therefore be it

Resolved, That Article 11 be changed to read that all employees who are required to work a holiday or designated holiday receive one and one half (1½) times their regular hourly rate and that all employees who are required to work Christmas Day or their designated Christmas Day be paid two (2) times their regular hourly rate.

**Adopted 2000**

**Previously Adopted 1988 National Convention, Resolution 156; 1990 National Convention, Resolutions 100 and 101; 1992 National Convention, Resolutions 81 and 83; 1996 National Convention, Resolution 55; 1998 National Convention, Resolutions 99 and 106**

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## **MANAGEMENT PENALTY FOR LATE CANCELLATIONS FROM HOLIDAY SCHEDULE**

—53—

Whereas, Management is required to post holiday schedules by the Tuesday preceding the service week in which the holiday falls, and

Whereas, Holiday scheduling premium is paid to full time regular employees who are added to the schedule after the Tuesday posting deadline, and

Whereas, No such penalty is incurred for removing names from the holiday schedule after the Tuesday deadline for posting the schedule, and

Whereas, Absent such a penalty, management can schedule more employees than necessary and later delete names at will, and

Whereas, This practice allows management to circumvent the Tuesday deadline for posting a holiday schedule and to adjust the number of employees scheduled at the last minute, and

Whereas, This practice is disruptive to the lives of employees who may have canceled plans or otherwise made arrangements based on the posted schedule, therefore be it

Resolved, That regular scheduled to work their holiday or a non scheduled day involved in holiday schedule posting and who lose the opportunity to work because of late cancellation shall be compensated with eight (8) hours of pay at the appropriate rate for all hours lost because of the late cancellation.

**Adopted 2000**

## **PERSONAL LEAVE DAY FOR FORCED HOLIDAY WORK**

**—54—**

Whereas, Employees are constantly required to work (forced in) on their holidays, and  
Whereas, On many of these holidays the mail volume does not justify the need for the employees to be required to work, and

Whereas, This over scheduling creates stress for employees and their families, therefore be it

Resolved, That when any employee is involuntarily required to work on a holiday, the employee must be granted a "personal leave day," pre-approved, and be it further

Resolved, The "personal leave day" would be in addition to holiday pay as referenced in Article 11 of the Collective Bargaining Agreement.

**Adopted 2000**

**Previously Adopted: 1990 National Convention, Resolution 103**

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## **GOOD FRIDAY AND EASTER TO BE PAID HOLIDAY**

**—261—**

Whereas, Easter Sunday is widely observed as a holiday, and

Whereas, Many companies allow employees to take Good Friday and Easter Sunday as paid holidays, therefore be it

Resolved, That the American Postal Workers Union will attempt to negotiate Good Friday and Easter Sunday as paid holidays.

**Adopted 2000**

**Previously Adopted: 1986 National Convention, Resolution 168; 1992 National Convention, Resolution 82; 1998 National Convention, Resolution 104**

## **INCREASED COMPENSATION FOR HOLIDAY WORK**

**—262—**

Whereas, Article 11.6 requires management to excuse as many employees as can be spared on holidays or days designated as holidays, and

Whereas, Management continually violates this article by scheduling more employees than are needed, and

Whereas, The grievance procedure has been handcuffed by management's manipulation and lack of action from the American Postal Workers Union at the national level, and

Whereas, The grievance procedure has been rendered ineffective as a means to resolve the issue of employees being forced to work their holiday or a day designated as a holiday, and

Whereas, The only way we can get management to listen is to get into their pocketbook, and

Whereas, Postal management has embarked on an unholy practice of forcing employees to work on Christmas Day, forcing them to be away from their families on the most cherished family holiday so that Express and Priority packages can be delivered for idiots who cannot mail early, and to get favorable public relations for the Postal Service with no credit given to postal workers, therefore be it

Resolved, To amend Article 11.4, to read:

A. An employee scheduled to work on a holiday other than Christmas shall be paid two (2) times the base hourly straight time rate for each hour worked up to eight (8) hours and two (2) times the overtime rate for each hour worked over eight (8) hours, in addition to the holiday pay to which the employee is entitled as described above.

B. An employee scheduled to work on Christmas shall be paid three (3) times the base hourly straight time rate for each hour worked and three (3) three times the overtime rate for each hour worked over eight (8) hours, in addition to the holiday pay to which the employee is entitled as described above.

**Adopted 2000**

**Referred to Resolution 52**

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## **DOUBLE TIME FOR HOLIDAY WORK**

**—45—**

Whereas, Contract language in Article 11 does not prevent management from scheduling high percentages of regular employees to involuntarily work holidays throughout the year, and

Whereas, Employees are paid at the straight time rate for holiday pay, and

Whereas, Postal workers should be able to have a day of rest and plan for the holidays with their families, therefore be it

Resolved, That employees working the holiday be compensated at double time for all holiday work.

**Adopted 2000**

**Previously Adopted: #120 – 1994 Convention**

## **204B'S PROHIBITED FROM PARTICIPATING IN HOLIDAY LEAVE PAY/ANNUAL LEAVE EXCHANGE**

**—37—**

Whereas, 204B's currently receive the benefit of annual leave being credited in lieu of holiday leave pay, therefore be it

Resolved, That the American Postal Workers Union negotiate to bar 204B's from receiving this benefit.

**Adopted 2002**

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## **HOLIDAY PAY**

**—39—**

Whereas, Occasionally, employees who are scheduled to work on a holiday cannot come to work due to illness and therefore do not receive holiday pay, and

Whereas, Employees are required to bring in documentation from their physician when they are ill, and

Whereas, They are not paid holiday pay if, after bringing in the required documentation, management determines that the illness is not an "extreme emergency" as cited in Article 11, therefore be it

Resolved, Employees calling in sick on a holiday or designated holiday, shall be paid holiday pay.

**Adopted 2002**

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## **ELIGIBILITY FOR HOLIDAY PAY**

**—40—**

Whereas, To be eligible for holiday pay, an employee must be in a pay status the last hour of the employee's scheduled workday prior to or the first hour of the employee's scheduled workday after the holiday, and

Whereas, Some employees are on leave without pay for Union business or other reasons, and

Whereas, When an employee works on a holiday they do not receive holiday pay if they are in a leave without pay status the day before and after a holiday, therefore be it

Resolved, The American Postal Workers Union negotiate language that employees working on a holiday will be entitled to holiday pay.

**Adopted 2002**

## **HOLIDAY LEAVE BANKING**

**—46—**

Whereas, The banking of holiday leave has been very successful, and

Whereas, This is the banking of leave, therefore be it

Resolved, That employees be allowed to bank all or part of their holiday leave.

**Adopted 2004**

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## **HOLIDAY PAY STATUS**

**—47—**

Whereas, Article 11, Section 2 of the CBA lists the pay status the employee must be in to be eligible for holiday pay, therefore be it

Resolved, That the American Postal Workers Union National negotiating team seek language to include an employee will also be eligible to receive holiday pay if the employee works their holiday.

**Adopted 2004**

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## **NOT FOR HOLIDAY SCHEDULING**

**—51—**

Resolved, That the American Postal Workers Union supports the principle that 204b supervisor usage will not adversely affect the section from which that 204b supervisor holds a bid in regards to mandatory assignment of holiday and/or day off work on that section's holiday schedule.

**Adopted 2004**

**Resolution #107 – 1998 Convention**

## **HOLIDAYS**

**—72—**

Whereas, Currently in Article 11 there is no provision that guarantees an employee will be off on a holiday, and

Whereas, Some employees are forced to work major holidays like Thanksgiving and Christmas, therefore be it

Resolved, That the holidays of Thanksgiving and Christmas be identified in the National Agreement that NO ONE will be forced to work these two holidays. Failure to comply would result in payment of three times the employees basic rate.

**Adopted 2006**

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## **HOLIDAY SCHEDULING**

**—73—**

Whereas, The supplemental workforce comprised of casual employees and transitional employees are each limited in their terms and conditions of employment, and

Whereas, Full-time and part time regular employees who desire to work on the Holiday should be afforded the opportunity to do so prior to a casual employee, and

Whereas, It is not the intention of this resolution to adversely affect any Local Memorandum of Understanding, therefore, be it

Resolved, That the American Postal Workers Union seek to remove the reference to casual employees in Article 11, section 6, paragraph B, and be it further

Resolved, That Article 11, section 6, paragraph D, be re-named “Transitional and Casual Employees.” The first sentence of this paragraph would then read, “Transitional and casual employees will be scheduled for work on a Holiday or designated Holiday after all full-time volunteers are scheduled to work on their Holiday or designated Holiday.”

**Adopted 2006**

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## **HOLIDAY**

**—74—**

Whereas, Article 11 states that an employee required to work on a holiday other Christmas shall be paid the base hourly straight time for each hour worked up to eight (8) hours, therefore be it

Resolved, That all holiday work will be paid at time and a half rate of pay with the exception of the double time rate of pay for Christmas Holiday.

**Adopted 2006**

**HOLIDAY SCHEDULE PREMIUM  
FOR ENTIRE HOLIDAY SCHEDULING PERIOD**  
**--33 --**

WHEREAS, Article 11 .6.B provides the scheduling procedure for holiday assignments, the holiday schedule “pecking order” which includes full time regular & part time regular employees on their holiday or designated holiday and their non-scheduled day, and

WHEREAS, ELM 434.53.c.1 states, “if the schedule is not posted as of Tuesday preceding the service week in which the holiday falls”, and

WHEREAS, Joint Contract Interpretation Manual (JCIM), page 75, has remedies that when management improperly schedules employees to work on a holiday, therefore be it

Resolved, that the American Postal Workers Union seek to negotiate a change to the language in ELM 434.53.c, so when a holiday schedule is posted after Tuesday (or is otherwise improperly posted), that all full time regular & part time regular employees who are required to work or who volunteer to work their holiday, designated holiday, or non-scheduled day receive holiday scheduling premium for each hour of work, not to exceed eight hours with the premium to be in addition to their pay, and be it further

Resolved, to change the Joint Contract Interpretation Manual (JCIM), page 75 remedies, to reflect when management improperly schedules employees to work during the holiday schedule, and be it further

Resolved, that full time regular & part time regular employees, who file a timely grievance because they were improperly assigned, (including untimely posting of the schedule) to work their holiday, designated holiday, or non-scheduled day, will be compensated at an additional premium of 50% of the base hourly straight time rate for all hours worked (up to 8 hours).

**Adopted 2008**

## **REMEDY FOR HOLIDAY VIOLATIONS**

**-34-**

WHEREAS, the parties have agreed that the remedy for an employee improperly denied work on his/her holiday or designated holiday, will be paid for the hours they would have worked, (reference: Joint Contract Interpretation Manual (JCIM), Article 11, page 3, Remedies), and

WHEREAS, that remedy is 30 years old, and

WHEREAS, new language has been negotiated into Article 11 .3.A allowing employees to, at their option, have annual leave credited to their balance in lieu of holiday leave pay, when they work their holiday or designated holiday, and

WHEREAS, the concept of a “make whole” remedy is to place an employee in the position they would have been in, had there not been a contractual violation, therefore be it

*Resolved*, that the employee who should have worked the holiday or designated holiday but was not permitted to do so because of the violation, shall be, at their option, either compensated at the rate of pay they would have earned had they worked the holiday or designated holiday or have their annual leave balance credited with annual leave equal to the number of guaranteed straight time hours they would have been entitled to work had they properly worked their holiday or designated holiday

**Adopted 2008**

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## **HOLIDAY SCHEDULE**

**-36-**

WHEREAS, many employees are required to work on a holiday when they are not actually needed to work, and WHEREAS, management has shown that they are not capable of administering a correct holiday schedule, therefore be it

Resolved, that at this MPWU State Convention, being held at the Crowne Plaza Hotel and Convention Center, May 15-17, 2008 in Grand Rapids, Michigan that: Article 1 1.3.B, shall be modified to include a new Section C ,which will read as follows: “Any non-volunteers improperly required to work their holiday or day designated as their holiday, will be compensated at the appropriate rate of pay and shall, in addition, be given an eight (8)-hour day of choice/administrative leave of choice settlement”.

**Adopted 2008**

## **ARTICLE 12**

### **CREATION OF NEW INSTALLATION IN METROPOLITAN AREA**

**—108—**

Whereas, When the Postal Service creates new installations in metropolitan areas, bidding rights of affected employees are negatively impacted, and Whereas, This impact is especially injurious when the new installation is limited to a single building, operating for limited hours, mostly on tour 1, therefore be it

Resolved, In the future, new installations in a single metropolitan area may only be created by mutual agreement between the Union and the Postal Service, and be it further

Resolved, Where multiple installations currently exist in a metropolitan area the affected Local(s) may, at their option, unite the installations into a single installation.

**Adopted 1998**

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### **ELIMINATE OR DECREASE 18-MONTH RULE FOR TRANSFERS**

**—109—**

Whereas, The eighteen (18) month rule for transfer within this geographic area and twelve (12) month rule for transfer outside the geographic area, still creates significant barriers to transfer and often causes personal, family and financial hardships, therefore be it

Resolved, that the American Postal Workers Union seek to eliminate the eighteen (18) and twelve (12) month restriction in the Transfer Memorandum.

**Adopted 1998**

## **EMERGENCY TRANSFER QUALIFICATION PROVISIONS**

**—110—**

Whereas, Many current postal employees may have cause to relocate to another area of the United States under emergency conditions. Often such emergency conditions do not permit employees to immediately acquire transfers into another postal facility which forces them to resign their postal jobs and seek reinstatement after they relocate, and

Whereas, Individuals who seek reinstatement into the United States Postal Service must be qualified on the test requirement for the position for which they are being considered, which is currently the 470 Battery Exam, and

Whereas, Most current employees of the United States Postal Service were hired from old registers prior to the implementation and use of the 470 Battery Exam, and are not considered qualified for the position for which they are being considered for reinstatement and they cannot be reinstated unless and until they take and pass the 470 Battery Examination, and

Whereas, The resulting delay in achieving reinstatement has caused great financial and emotional hardship for these individuals, therefore be it

Resolved, that the union shall negotiate provisions that will consider current and former employees who have passed exams that have since been replaced by the 470 battery exam to be qualified for the purposes of reinstatement or transfer.

**Adopted 1998**

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## **EXCESSING FROM SECTION WITHIN INSTALLATION**

**—111—**

Whereas, After employees receive written notification that they are being excessed, they know they no longer have a bid duty assignment, and

Whereas, Good jobs may come up for bid between the time an employee receives an excessing letter and the effective date of the excessing, and

Whereas, Such bidding availability can create a serious conflict between bidding and hanging on in order to gain rights, therefore be it

Resolved, That language be negotiated giving retreat rights effective at the time an employee receives a letter stating she/he is being excessed from their section within the installation.

**Adopted 1998**

**Previously Adopted #122 1994**

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## **FACILITATE MUTUAL EXCHANGES**

**—112—**

Whereas, Many postal employees work in an installation that is a long commute from their home, and

Whereas, Lengthy commutes erode the quality of life for individuals and their families, because their homes or work is in areas of increasing traffic congestion and air pollution, and

Whereas, Many employees are discouraged from getting a mutual exchange to an installation closer to home, because of procedural and managerial obstacles, and because a transfer entails loss of seniority and (in some crafts) loss of regular status, and

Whereas, This body seeks to facilitate employee efforts to obtain assignment to installations closer to their homes, while at the same time respecting the principles of seniority, therefore be it

Resolved, That this body encourage our National Negotiators to obtain contract language that would facilitate mutual exchanges within a local commuting area, to enable employees to work closer to home, and be it further

Resolved, That an example of such language would be an agreement by which the Postal Service agrees to waive the discretionary ability of local installation heads to approve or disapprove a mutual exchange.

**Adopted 1998**

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## **INSTALLATION-WIDE SENIORITY**

**—113—**

Whereas, Seniority is one of the basic tenets of unionism, and

Whereas, Management has used the refinement of technology and automation to change the demands, conditions and requirements of bargaining unit positions, and

Whereas, Management has the flexibility to modify working conditions and abolish positions, and

Whereas, Barriers that restrict movement with seniority from one American Postal Workers Union craft to another limits postal workers in their job opportunities and in their ability to change from other positions when jobs are abolished, therefore be it

Resolved, That the successful bidder carries their installation-wide seniority from one American Postal Workers Union craft to another.

**Adopted 1998**

**Previously Adopted #66 1996**

## **MANAGERS BEING DEMOTED SHOULD NOT BE PLACED IN CRAFT POSITIONS**

**—114—**

Whereas, Managers/Supervisors are allowed to return to the craft after receiving discipline—usually a removal, and

Whereas, The Postal Service should not be allowed to use the craft positions as a means of disciplining their Management/Supervisors, therefore be it

Resolved, That if they are removed as Manager/Supervisor, then they not be dumped into craft positions.

**Adopted 1998**

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## **PROBATIONARY EMPLOYEES ACCESS TO GRIEVANCE PROCEDURE**

**—115—**

Whereas, Probationary employees are currently being unfairly terminated without just cause, therefore be it

Resolved, That the American Postal Workers Union seek to negotiate a procedure allowing probationary employees to challenge terminations in the grievance procedure.

**Adopted 1998**

**Previously Adopted #166 1988**

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## **SENIORITY AMONG PART-TIME FLEXIBLES AND TRANSITIONAL EMPLOYEES**

**—118—**

Whereas, Part-Time Flexibles and Transitional Employees have no seniority, and

Whereas, Management picks and chooses which part-time flexible and/or transitional employee will do the most desirable jobs, therefore be it

Resolved, That seniority be established among part-time flexibles and transitional employees.

**Adopted 1998**

**SEPARATE ALL CASUALS IN ALL CRAFTS PRIOR TO REDUCTION IN FORCE  
OR EXCESSING**

**—120—**

Whereas, Before implementation of reassignment under Article 12 or, if necessary layoff and reduction in force of excess employees within the installation, the Employer will, to the fullest extent possible, separate all casuals within the craft and minimize the amount of overtime work and part-time flexible hours in the affected work area as defined in this Agreement or as agreed to by the parties, therefore be it

Resolved, The Employer must separate all casuals in all crafts prior to any reduction in force or excessing of employees.

**Adopted 1998**

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**TRANSFER RIGHTS**

**—121—**

Whereas, The transfer rights of American Postal Workers Union members do not meet the needs of members, and

Whereas, Employees who request information on transfers, or transfers are subject to the whim of management, and

Whereas, Members who have a need to transfer due to family, financial or other obligations are sometimes forced to split their families or resign from the Postal Service, therefore be it

Resolved, That the American Postal Workers Union negotiate transfer rights for its members which include the following:

1. Installation heads must consider all requests for transfers prior to hiring from the outside.
2. Written acknowledgment must be given in a timely manner for all voluntary transfer requests.
3. An employee may use up to five (5) days of annual leave or leave without pay for the purpose of transferring.

**Adopted 1998**

## **TRANSFERS TO BE ACCEPTED PRIOR TO HIRING FROM THE STREET**

**—122—**

Whereas, American Postal Workers Union members need more flexibility in their work lives as to geographical location, therefore be it

Resolved, That the American Postal Workers Union negotiate language to mandate the Postal Service to accept transfers within an expanding area of consideration within a state regardless of craft before hiring from the street.

**Adopted 1998**

**Previously Adopted #68 1996**

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## **NON-BARGAINING UNIT DETAILS TO LOSE SENIORITY IF DETAILED FOR MORE THAN ONE YEAR**

**—123—**

Whereas, The Postal Service details employees to non-bargaining-unit positions (204b) for periods of more than a year, and

Whereas, These employees continue to accrue seniority in the bargaining unit, therefore be it

Resolved, That the American Postal Workers Union will attempt to negotiate language into Article 12.2.B.2 to include employees temporarily detailed to non-bargaining-unit positions, especially 204bs.

**Adopted 1998**

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## **DEFINITION OF AN INSTALLATION**

**—55—**

Whereas, Management may misapply the current definition of an installation during its restructuring of facilities, and

Whereas, During restructuring the Postal Service, may limit movement by seniority and may restrict the opportunity to bid which puts our jobs in jeopardy, therefore be it

Resolved, The American Postal Workers Union will preserve current practices and negotiate clarifying language to ensure that employees are not restricted in bidding and do suffer lost opportunities because of violation of rights under the Collective Bargaining Agreement.

**Adopted 2000**

**Previous Adopted: 1998 National Convention, “Looking Forward–Fighting Back” resolution**

## **EASE RESTRICTIONS ON TRANSFERS**

**—56—**

Whereas, The American Postal Workers Union recognizes the positive value of expanded transfer rights for members who wish to transfer for reasons of health, to be near relatives who need their care, to reduce time wasted by long commutes or for other reasons important to their quality of life, and

Whereas, The current procedure for employee transfer requires approval by the postmaster of the gaining installation, and

Whereas, Transfer requests are evaluated based on attendance, safety records and sick leave balances, etc., and

Whereas, Use of these criteria unfairly punishes employees for having used sick leave or having been in an accident and complicates the already cumbersome process of arranging a mutual swap, and

Whereas, There is a double standard because managers are not prevented by their attendance and safety records from transferring to other installations, and

Whereas, The current Memorandum of Understanding on transfers states that employees must have twelve (12) to eighteen (18) months service in an installation before requesting a transfer, therefore be it

*Resolved*, That the contract be changed so that attendance and safety records shall not be used to prevent employees from transferring to another installation or to another craft, and be it further

**Adopted 2000**

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## **MUTUAL EXCHANGE TRANSFER REQUESTS**

**—57—**

Whereas, There is current language governing reassignments, and

Whereas, There is no language covering mutual exchanges, therefore be it

*Resolved*, That mutual exchange requests be added to the Memorandum of Understanding on Reassignments/Transfers (p. 316).

**Adopted 2000**

**Previously Adopted: 1992 National Convention, Resolution 92**

## **PROTECTION OF SENIORITY AND PREFERRED DUTY ASSIGNMENT RIGHTS**

**—58—**

Whereas, Level 6 letter carriers have the ability to excess into American Postal Workers Union bargaining units, and

Whereas, Changing technologies are causing abolishment and excessing on a more frequent basis, and

Whereas, Abolishments and excessing can result in senior employees becoming encumbered in a less than preferred duty assignment while allowing junior employees to occupy more preferred duty assignments, and

Whereas, Seniority is a cornerstone of the union movement, therefore be it

Resolved, To eliminate the language allowing letter carriers to be excessed into American Postal Workers Union represented bargaining units, and be it further

Resolved, That changes be sought in Article 12 to protect the seniority of impacted American Postal Workers Union represented employees through a preferred duty assignment bidding process, and be it further

Resolved, That the changes achieved in Article 12 be reflected in the craft articles so as no conflict exists in the articles.

**Adopted 2000**

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## **REMOVE ARTICLE 12.1.B. FROM THE CONTRACT**

**—59—**

Whereas, Article 12, Section 1.B gives management the right, without time restrictions, to go back into employees past records and to remove employees at will for mistakes or errors found in those records, therefore be it

Resolved, That Article 12, Section 1.B., be removed from the contract.

**Adopted 2000**

## **SENIORITY RIGHTS WHEN AN INDEPENDENT INSTALLATION IS DISCONTINUED**

**—61—**

Whereas, The intent of reassignment and dislocation provisions in the contract is to keep the impact to full-time employees to a minimum, and

Whereas, Clerks can transfer to higher level positions but may not be excessed into higher level positions, and

Whereas, The Postal Service can hire new clerk craft employees off the street at the same time a lower level employee can be excessed out of the community, therefore be it

Resolved, That the first sentence in Article 12.51.B be changed to read:

Involuntary reassignment of full-time employees with their seniority for duty assignments to vacancies in the same craft or occupational group in installations within one hundred (100) miles of the discontinued installation, or in more distant installations, if after consultation with the Union, it is determined that it is necessary.

**Adopted 2000**

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## **IMPROVE PART-TIME FLEXIBLE EMPLOYEE TRANSFER OPPORTUNITIES**

**—264—**

Whereas, During the 1998 negotiations an agreement was reached which provides part-time flexible employees in installations with less than one hundred (100) career clerk craft employees an opportunity to transfer to offices of one hundred (100) or more career clerk craft employees to improve their chances for conversion to full-time regular, and

Whereas, This is a major achievement for part-time flexible employees in offices of less than one hundred (100) career clerk craft employees, however there are areas in the country in which a transfer to a one hundred (100) or more career clerk craft employee installation could be as much as one hundred (100) miles or more away, and

Whereas, Some part-time flexible employees retire after thirty (30) years without being promoted to full-time status, and

Whereas, There may be offices that do not meet the one hundred (100) career clerk craft employee requirement, but are within commuting distance, where better full-time conversion opportunities may be available, therefore be it

Resolved, That during the current contract negotiations the Union will attempt to negotiate a reduction in the one hundred (100) or more career clerk craft employee requirement for part-time flexible conversion opportunities.

**Adopted 2000**

## **LOSS OF SENIORITY AFTER ONE YEAR AS A 204B**

**—265—**

Whereas, The 204b program is supposed to be a temporary detail, and

Whereas, In some offices the same people have served as 204bs, continuously for three (3) years or more, and

Whereas, These same offices are understaffed and management will not return the 204b to the work force, and in some instances employees not on the overtime desired list are forced to work overtime because the 204b is not available to perform craft duties, therefore be it

Resolved, The American Postal Workers Union will seek to negotiate an addition to Article 12, Section 2.B. by adding a new item 3 which states: "will begin a new period of seniority if the employee returns to the craft from a 204b position, unless the employee returns within one (1) year of being assigned to the 204b position," and be it further

Resolved, Any employee serving as a 204b for more than one (1) year collectively shall lose his/her seniority.

**Adopted 2000**

**Previously Adopted: 1998 National Convention, Resolution 123**

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## **NO CHANGE IN FULL-TIME STATUS DUE TO EXCESSING**

**—266—**

Whereas, One of the principles and requirements of Article 12 is that dislocation and inconvenience to employees in the regular work force shall be kept to a minimum whenever reassignments take place, and

Whereas, Full-time employees are provided more protections under our National Agreement than part-time flexible employees, and

Whereas, Article 12, Section 51.f violates the tenants and spirits of these protections, and

Whereas, Dislocating employees and stripping them of their full time forty (40) hour guarantee violates these principles, therefore be it

Resolved, That no full-time employee can be involuntarily stripped of their full-time status when excessed. The Postal Service must guarantee placement in full time positions at the new work locations or provide pay in lieu of, to full time employees who have been excessed.

**Adopted 2000**

## **REASSIGNMENT OR TRANSFER PRIOR TO DISCONTINUANCE OF INSTALLATION**

**—267—**

Whereas, Full-time employees excessed from an installation are faced with major career choices,

Whereas, Full-time employees could be placed far from their home and family when an installation is discontinued, therefore be it

Resolved, A new section be added to Article 12, Section 51, between a and b as follows: "All full-time and part-time regulars and part-time flexible employees shall be allowed to be reassigned or to transfer to an installation where there are vacancies. All requests for reassignment or transfer made prior to the discontinuation announcement will be honored before excessing begins.

**Adopted 2000**

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## **MULTIPLE MUTUAL SWAPS, LEVEL AND JOB DESCRIPTION RESTRICTIONS**

**—LR-2—**

Whereas, Example: Someone in Cleveland, Ohio wants to transfer to Orlando, Florida and another Orlando employee wants to transfer to Boston, Massachusetts, and the Boston employee wants to transfer to Cleveland.

Whereas, No Contractual language or Memorandum of Understanding allows for multiple swaps,

Whereas, Continued deployment and technical advancement of automation equipment is reducing employment opportunities, therefore be it

Resolved, That contractual language be negotiated and included in the National Agreement which would lift level and job descriptions restrictions regarding mutual swaps in that management will allow employee swaps with employees possessing skills within the last 5 years regardless of what pay level and job description currently held, and be it further

Resolved, That upcoming contractual language include the allowance and encouragement of multiple swaps between employees.

**Adopted 2000**

## **CLERK CRAFT INVOLUNTARY REASSIGNMENTS BY INVERSE SENIORITY**

**—LR-3—**

Whereas, Many Clerk Craft positions are being eliminated due to automation, (e.g., MPLSMs, MPFSMs, and manual secondary positions), therefore the need for extensive training periods has dramatically decreased and,

Whereas, Employees must receive a minimum of sixty days notice to be involuntarily reassigned from one installation to another and,

Whereas, All training for clerk positions can be completed within sixty day, therefore be it

Resolved, when involuntarily reassigning clerks from one installation to another it will be done by inverse seniority regardless of level.

**Adopted 2000**

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## **EXCESSING FROM SECTIONS**

**—42—**

Whereas, There is rampant excessing from sections within Postal Installations, and

Whereas, Management often gives employees minimal notice of excessing within the installation,

Whereas, Employees have to change lifestyles when changing tours and off days, and this causes babysitting problems, sleeping problems and other various concerns for employees, therefore be it

Resolved, Employees being excessed from a section shall be given no less than a 60-day notice that they will be excessed from the section and will be also informed of their tours and off days when the notice is given to them, and will be paid out-of-schedule pay if the hours or scheduled days off are changed within the 28-day period following the excessing.

**Adopted 2002**

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## **INVOLUNTARY RETURN TO AN INSTALLATION**

**—44—**

Whereas, Under the current seniority rules, if a clerk transfers to a newly created facility they are given a new seniority date, and if that installation is later merged with their previous installation, they are returned to their previous installation with that new seniority date, therefore be it

Resolved, That if a clerk is involuntarily returned to an installation from which transferred, the clerk regains the seniority date previously held at that installation.

**Adopted 2002**

## **EXCESSING OUT OF INSTALLATION**

**—45—**

Whereas, Seniority is of the utmost importance, therefore be it

Resolved, When there is a need to excess an employee out of an installation, the excessing will be done by craft by inverse seniority, regardless of level and tour.

**Adopted 2002**

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## **LOSS OF SENIORITY FOR 204BS**

**—46—**

Whereas, Acting Supervisors (204B's) enjoy privileges and benefits not afforded to bargaining unit employees, and

Whereas, Such 204B's actively schedule, assign, and supervise craft employees and may also recommend and/or issue discipline, and

Whereas, These fellow bargaining unit employees (204B's) voluntarily accept such supervisory assignment, therefore be it

Resolved, That a bargaining unit employee who voluntarily accepts a 204B assignment and has chosen to leave their craft assignment, will, henceforth, cease to accrue craft seniority from the day the 204B detail begins until the day following the termination of the detail, this to include breaks in said detail to supervisory duties in order to perform work in their respective craft.

**Adopted 2002**

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## **EXCESSING OUTSIDE OF THE INSTALLATION**

**—48—**

Whereas, Management sends excessing notices to employee's 60 days in advance of excessing outside of the installation, but these notices do not include vacancies that they may pick, and

Whereas, Management shows the employees the vacancies approximately 2 weeks before the employee is to be excessed, and the employees have a minimal time to choose the vacancies, in some cases 7 days, and

Whereas, Employees have to make decisions that affect their lives in a minimal amount of time, therefore be it

Resolved, No employee will be excessed from an installation without 60 days advance notice, they shall be given the choices of vacancies at the time the 60-day letter is sent, and shall have a minimum of two weeks to put in their choices.

**Adopted 2002**

#### **12.5.B.4 ADVANCED NOTIFICATION**

**—53—**

Whereas, One of the principles and requirements of Article 12 is that dislocation and inconvenience to employees in the regular work force shall be kept to a minimum whenever reassessments take place,

Whereas, Management abuses the six month notification process in Article 12.5.B.4, therefore be it

Resolved, That the American Postal Workers Union seek to change the language to read as follows: "The Union shall be notified six months in advance, such notification to be at the regional level, except under A.4 above, which shall be at the local level.

**Adopted 2004**

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#### **CAP ON LENGTH OF TIME A RESIDUAL VACANCY**

**—56—**

Whereas, Article 12 calls for withholding residual vacancies due to projected excessing, and

Whereas, These residual vacancies remain withheld until Article 12 needs are satisfied which can last for many months without filing a vacancy, and

Whereas, The withholding of these bids prevents part-time flexibles from being converted to full-time status into the residual vacancies for excessive periods of time, therefore be it

Resolved, That a residual vacancy being withheld under Article 12 provisions will only be withheld for a period not to exceed six months, and be it further

Resolved, That if no excessed employee chooses that withheld residual vacancy prior to the expiration of the 6-month period, the vacancy will be released from Article 12 withholding and will be properly filled in accordance with Article 37, 38, & 39 provisions.

**Adopted 2004**

## **CONTRACT RESOLUTION**

**—58—**

Whereas, Management has undertaken to eliminate senior clerk positions which have Saturday and Sunday as off days. Management then creates some new positions in that section with bad off days, and

Whereas, In Accordance with Article 12.5.C.4(d), Management posts an in section bid for the senior employees who lost their preferred off-days, and

Whereas, The senior employees are left to bid on jobs within that section with undesirable off days (No weekend off days) while junior employees are not affected and keep their more desirable off days (i.e., Sunday/Monday, Friday/Saturday, etc.), and

Whereas, It has always been the position of the American Postal Workers Union that seniority is of paramount importance and that seniority shall prevail, therefore be it

Resolved, Article 12.5.C.4(d) be changed at the next contract negotiations to read that when an in section bid is to be invoked by reduction of positions because of hours and/or off days not being needed. All of the remaining positions including newly created positions shall be posted for in section bid and the jobs will be awarded based on the seniority of the employee.

**Adopted 2004**

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## **INFORMATION ON WITHHOLDING**

**—59—**

Whereas, There is limited communication from district on withholdings, therefore be it

Resolved, That the Union seek to negotiate an update of withholding at the district level provided to the appropriate Regional Coordinator no less frequently than once a month.

**Adopted 2004**

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## **POSTING OF BIDS AFTER THE EXCESSING OF EMPLOYEES OUTSIDE THE INSTALLATION**

**—61—**

Whereas, Our regional representatives have no enforcement powers during excessing process as it relates to the posting of bids after the excessing of employees outside the installation, therefore be it

Resolved, That the National Union is to negotiate specific enforcement procedures to resolve the issues of posting bids for all remaining full-time regulars in the affected installation.

**Adopted 2004**

## **VOLUNTEER TRANSFERS AFFORDED PRIORITY CONSIDERATION**

**—63—**

Whereas, The Collective Bargaining Agreement currently does not recognize that American Postal Workers Union represented employees do not have priority consideration for transfers to other American Postal Workers Union represented crafts within their own installation, and

Whereas, The National Association of Letter Carriers and Mailhandler crafts are not part of our Collective Bargaining Agreement, and

Whereas, We do represent all the employees as stated in Article 1 of the Collective Bargaining Agreement, and management does not select our represented crafts prior to those represented employees of other unions not in the Collective Bargaining Agreement, therefore be it

Resolved, That the American Postal Workers Union seek security of American Postal Workers Union represented jobs through negotiations that vacant positions to be filled in the following manner for volunteer transfers within a facility by American Postal Workers Union craft volunteers prior to other crafts, and be it further

Resolved, It be negotiated that priority consideration for voluntary transfers be given to American Postal Workers Union represented crafts prior to a non-American Postal Workers Union represented craft employee.

**Adopted 2004**

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## **TRANSFERS IN LIEU OF NEW HIRES**

**—99—**

Resolved, That the American Postal Workers Union negotiate language to mandate the Postal Service to accept transfers within an expanding area consistent with the craft articles or provisions before hiring from the street.

**Adopted 2004**

## **PROVIDE ACCESS TO THE NEW TRANSFER SYSTEM**

**—1027—**

Whereas: The USPS has implemented a new system for all employees requesting transfers called e-transfer, and

Whereas: In accordance with the EL-304, the procedure for Maintenance employees to be selected for vacancies within the Maintenance Craft include special opportunity provisions for transfer within the Maintenance Division. The Maintenance Craft employee should be selected prior to a non-maintenance craft employee, and

Whereas: The employees have no methods or means to insure that, as Maintenance Division Employees, their rights are not being violated when management fails to select the maintenance employee prior to other division/craft employee selection, and

Whereas: If a contractual violation occurs, it is in the employee's originating office whom has the burden of filing the grievance. Therefore be it

Resolved: The APWU will negotiate for the local APWU's to be provided access to the e-transfer system. This will allow an employees' local APWU to view the selection status of a Maintenance Division member requesting transfer in conjunction with other postal employees any where in the nation.

**Adopted 2004**

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## **TRANSFERS**

**—76—**

Whereas, Installation heads will consider requests for transfers submitted by employees from other installations, therefore be it

Resolved, That the American Postal Workers Union will negotiate to add, that in the requests for transfers to a position in the American Postal Workers Union Crafts, Installation heads will consider first an American Postal Workers Union Craft employee since our craft is the one qualified prior to considering a Non-American Postal Workers Union craft employee.

**Adopted 2006**

## **PRINCIPALS OF SENIORITY, POSTING AND REASSIGNMENTS**

**—79—**

Whereas, we have benefited by the language of Article 12 concerning withheld positions being held for excessed employees; and

Whereas, Management has literally kept withholdings in areas far longer than is necessary, due to the fact they want to keep Part-time Flexible's as Part-time Flexible's in those withheld offices as long as possible and do not want to convert them to regular into those withheld positions; and

Whereas, Management has openly defied the union in exerting withholding such great distances so that no affected employee would take the withheld position and due to cost management will not place the affected employee in such a distant position, and due to all those mentioned reasons, the Part-time Flexible's in the withheld office are not converted for years; therefore be it

Resolved, That the national union negotiate the language into Article 12, of the next contract, to convert the Part-time Flexible's in a withheld office, which has withheld regular positions in the office, into those withheld positions on the 151st day of the withholding if those withheld positions are not taken by a full time regular excessed employee within 150 days of the withholding taking effect.

**Adopted 2006**

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## **RE-TESTING OF FAILED WINDOW TEST**

**—80—**

Whereas, Many new Part-time Flexible's are being hired with a requirement for qualifying for the window; and

Whereas, These same Part-time Flexible's are failing to qualify and are being terminated, therefore be it

Resolved, That Article 12, Section 1.A be amended to include new language similar to that afforded to scheme failure to allow the employee to window qualify over a 7 day period.

**Adopted 2006**

## **WITHHOLDING LIMITATIONS**

**—81—**

Whereas, The Postal Service has used Article 12 to delay Part-time Flexible conversions and delay hiring, therefore be it

Resolved, The American Postal Workers Union Negotiation Team attempt to obtain a means to limit the time an office can be under withholding and a limit on the length of time a position can be withheld.

**Adopted 2006 as referred – Resolution #79**

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## **EXCESSING REASSIGNMENTS**

**—82—**

Whereas, Often employees are excessed into an installation without the knowledge of the local president, and

Whereas, Article 12 contains no provision mandating notification to the local president, therefore be it

Resolved, That new language be inserted in Art. 12.5.C.1.b between “employees” and “When,” to read as: The receiving local president shall receive notification prior to the effective date of excessing containing the name, employee Identification #, craft, seniority, status, and level.

**Adopted 2006**

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## **UTILIZATION OF CASUALS DURING WITHHOLDING**

**—274—**

WHEREAS, The USPS has been able to tie up the filling of full-time duty assignments over much of the country simultaneously, and

WHEREAS, Excessing and reassignment is a major upheaval upon APWU members and their families, and

WHEREAS, There has historically been a very significant problem accurately tracking or verifying these assignments, and

WHEREAS, USPS adds insult to injury by continuing to employ and utilize casuals in the very same areas under withholding, and therefore be it further

Resolved, That the APWU shall seek to negotiate that within any circle of withholding, USPS shall be prohibited from utilizing casual employees for any work hours until the withholding is eliminated.

**Adopted 2006**

**POSTAL WIDE TRANSFERS**

**- 37 -**

WHEREAS, Article 12, Section 6A, of the National Agreement reads, that installation heads will consider requests for transfers submitted by employees from other installations, and

WHEREAS, Article 12, Section 6B reads, that providing a written request for a voluntary transfer has been submitted, a written acknowledgement shall be given in a timely manner, therefore be it

Resolved, that Article 12, Section 6A and B should read, that transfers should be allowed postal service wide (nationwide) without any loss in seniority, on a first come, first served basis.

**Adopted 2008**

## **ARTICLE 13**

### **UNREASONABLE DENIAL OF LIGHT DUTY REQUESTS**

**—62—**

Whereas, The Postal Service routinely denies light duty requests by employees, claiming no work is available, and

Whereas, Employees who are on light duty are forced to use all accumulated leave and are forced into leave without pay status if not fully recovered before leave is exhausted, and

Whereas, Employees on limited duty (on-the-job injuries) with same or similar physical/medical restrictions are forced to return to work, in lieu of drawing compensation or continuation of pay (COP), therefore be it

Resolved, If the Postal Service requires limited duty employees to return to work, requests for light duty from employees with same or similar physical/medical restrictions are to be granted, and be it further

Resolved, When the American Postal Workers Union can demonstrate that work was available within the physical/medical restrictions of an employee who was denied light duty, all annual and sick leave used as a result of the denial will be restored.

**Adopted 2000**

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### **ELIMINATION OF REFERENCE TO NON-APWU CRAFTS**

**—268—**

Whereas, The National Agreement has been in existence since 1971, at which time it covered all bargaining unit employees in the Postal Service, and

Whereas, Unfortunately, some of these bargaining units have discontinued joint negotiations with the American Postal Workers Union and have negotiated separate agreements with the Postal Service,

Whereas, Postal management continues to use contract language that formerly applied to all crafts, in a manner out of context and inconsistent with its original intended application, to justify stealing work from American Postal Workers Union represented crafts, therefore be it

Resolved, That the language of Article 13, Section 1, shall be amended to add a new Section 1, which will read:

C. All of the provisions of this Article shall apply only to employees in those crafts covered by this Agreement.

**Adopted 2000**

## **FILLING VACANCIES DUE TO REASSIGNMENT OF AN EMPLOYEE TO ANOTHER CRAFT**

**—50—**

Whereas, Ill or injured employees from other crafts are being routinely reassigned to the APWU crafts, to the detriment of APWU crafts employees, therefore be it

Resolved, (1) Management must notify the local American Postal Workers Union President in writing 10 days prior to reassigning any ill or injured employee from another craft to the APWU crafts. Such notice shall state whether the reassignment is temporary or permanent.

(2) If the reassignment is permanent, the posting of the complement vacancy in the losing craft must be completed prior to the reassignment of the employee to the APWU crafts.

(3) Any ill or injured employee temporarily reassigned from another craft to a section, as defined by Item 18 of a Local Memorandum of Understanding, must be reassigned outside that section prior to excessing any APWU craft employee from that section. No ill or injured employee from another craft may subsequently be reassigned into that section until all retreat rights have expired.

(4) Any ill or injured employee permanently reassigned to another craft to a section as defined by Item 18 of the Local Memorandum of Understanding, must be reassigned outside that section prior to excessing any APWU craft employee from that section with more APWU craft seniority. No ill or injured employee from another craft may subsequently be reassigned to that section until all retreat rights have expired.

(5) Ill or injured employees from another craft reassigned to the APWU crafts shall not be given preferential hours and/or non-scheduled days. Any APWU crafts employee holding a bid job in a section to which an employee from another craft is reassigned may opt, by seniority, for the non-scheduled days offered the reassigned employee.

**Adopted 2002**

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## **ASSIGNMENT OF ILL OR INJURED EMPLOYEES**

**—64—**

Whereas, Any full time or part time flexible employee recuperating from a serious illness, or temporarily unable to perform the assignment duties may submit a written request to the installation head for a temporary assignment to a light duty or other assignment. This request shall be supported by a medical statement, documentation, and

Whereas, Management has failed to offer or provide full work opportunity's to all employees and abide by Article 13, therefore be it

Resolved, That any full time regular employee or part time employee that requests or submits a Light Duty request to an installation head, supported by proper documentation shall be placed in an administrative leave status, until management can provide to the local union documentation that management has abided by Article 13.

**Adopted 2004**

## **NOTIFICATION OF LIGHT/LIMITED DUTY ASSIGNMENTS**

**—84—**

Whereas, There is no notification procedure to the Union when there is a light/limited duty reassignment, therefore be it

Resolved, That APWU seek to negotiate language that management must provide written notification and consult with American Postal Workers Union prior to offering a light/limited duty or rehab assignment to any employee.

**Adopted 2006**

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## **NATIONAL HARDSHIP DETAIL**

**-38-**

WHEREAS, a need exists to accommodate a fellow postal employee with a serious family medical emergency, and

WHEREAS, said need may require an extended period of treatment, therapy or rehabilitation at an unmanageable distance from the employee's facility, and

WHEREAS, it is the intention of this union to promote the health and welfare of its members, therefore be it

Resolved, that the American Postal Workers Union will negotiate with management to create a "National Hardship Detail" for American Postal Workers Union allowing such an accommodation at the nearest facility for a period of up to one (1) year, renewable upon review. Furthermore, be it that said detail have any or all of the following stipulations:

1. That the detail will be for a specified tour, lay-off days (LODs) and date from beginning to end. Any discussion or extension of this detail will require an additional agreement.
2. That the awarding of this detail will not change or impede the posting, awarding or filing of any vacant bids, or have any impact on pending grievances with regard to posting/bidding in the grievance/arbitration process.
3. That the additional manpower will not be used to avoid overtime during this detail or effect employee's seniority.
4. Concerning any issues in which seniority arises, this employee will be considered junior for the duration of this detail.

**Adopted 2008**

## **CAREER PRIOR TO CASUALS**

**-39-**

WHEREAS, the United States Postal Service has made it clear of its intent to attack all of the ill and injured employees working for the United States Postal Service, and

WHEREAS, it is the responsibility of the union to represent and protect the members of the union, and

WHEREAS, casuals are a supplemental workforce, and the ill and injured employees the service is after; are career employees, therefore be it

Resolved, that all ill and injured career employees will be afforded work, within their restrictions or pay in lieu of, prior to the use/work of casuals or other supplemental employees.

**Adopted 2008**

## **ARTICLE 14**

### **FLOOR MATS FOR AUTOMATION UNIT**

**—63—**

Whereas, Automation operators are required to be on their feet eight (8) hours per day, and  
Whereas, The Postal Service is obligated to provide a safe and healthful work place,  
therefore be it

Resolved, That the United States Postal Service will provide anti-fatigue floor mats in the  
feeding and sweeping areas of all mail processing

**Adopted 2000**

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### **MONTHLY SAFETY & HEALTH COMMITTEE MEETINGS**

**—64—**

Whereas, Quarterly meetings of the Safety and Health Committee are not sufficient to  
provide full accountability, therefore be it

Resolved, That the American Postal Workers Union seek to negotiate the option of monthly  
Safety and Health Committee meetings upon request of the local union.

**Adopted 2000**

**Previously Adopted: 1996 National Convention, Resolution 75; 1998 National Convention,  
Resolution 144**

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### **OPTIONAL APPEAL OF SAFETY AND HEALTH GRIEVANCES TO ARBITRATION**

**—65—**

Whereas, Article 14, Section 2 is too restrictive, and

Whereas, The Union is mandated to appeal any adverse Step 2 decision related to safety and  
health issues to the local Safety and Health Committee, therefore be it

Resolved, That the language in Article 14, Section 2.d. be changed to read:

Any grievance filed in accordance with Section 2.(c) above which is not resolved at Step 2  
may be appealed to the local Safety and Health Committee for discussion and decision, OR it  
may be appealed directly to arbitration.

Any such appeal to the Safety and Health Committee must be made within fifteen (15) days  
after receipt of the Employers' Step 2 decision unless the parties agree to extend the time for  
appeal. The committee shall meet to discuss the grievance at the next regularly scheduled local  
Safety and Health Committee meeting. Any grievance not resolved by the committee may be  
appealed directly to arbitration within twenty-one (21) days of the committee's review.

**Adopted 2000**

## **ZERO TOLERANCE FOR MANAGEMENT**

**—66—**

Whereas, Bargaining unit employees are held to a "Zero Tolerance" standard for violence and harassment in the workplace, therefore be it

Resolved, Postal Service management personnel must be required to adhere to the same standards set forth, with the same repercussions that exist, for all bargaining unit employees.

**Adopted 2000**

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## **PROTECTION FOR EMPLOYEES WHO HANDLE "BIO-HAZARD" MAIL**

**—269—**

Whereas, There is no requirement for mailers to separate "Bio-Hazard" mail from other mail, and

Whereas, This allows mailers to put "Bio-Hazard" mail in collection boxes, which could be hazardous to employees if a leak occurred, and

Whereas, A Leak from "Bio-Hazard" mail is more likely to occur than placement of a bomb in the mail system, and

Whereas, The Postal Service does not consider "Bio-Hazard" mail to be commingled with other mail until after it passes the 010 unit, and even then a poor job of separating it from other mail is done,

Whereas, Contact with "Bio-Hazards" could be fatal, and

Whereas, Often "Bio-Hazard" mail is sent via business reply mail, and often does not have a return address, making it impossible to contact the sender to find out the contents in the event of a spill, and

Whereas, The Postal Service does not take this issue seriously due to the revenue raised by allowing this material to be mailed, and

Whereas, These "Bio-Hazards" are often put in the mail when the public sends in their own medical specimens, and

Whereas, Asking for total elimination of this mail would be a task impossible to achieve, therefore be it

Resolved, Our National Executive Board use whatever means necessary, during contract negotiation or through Congress, to get regulations passed which would at the very least require "Bio-Hazard" mail to be passed from hand to hand, without being commingled with other mail, and requiring that it be labeled as hazardous material.

**Adopted 2000**

**SAFETY AND HEALTH COMMITTEE RESOLUTION IMPROVE  
COMMUNICATION AND INFORMATION SHARING**

**—CR-1—**

Whereas, Prior conventions have passed resolutions requiring that Regional/Area Safety and Health Committee minutes will be published in the APWU CBR, and

Whereas, Safety issues need consistent and similar resolutions, and

Whereas, OSHA citations in one installation are applicable to all USPS installations, therefore be it,

Resolved, That minutes of all Regional/Area Safety and Health Committee minutes will be published on the APWU Safety and Health web page.

**Adopted 2000**

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**HAZARDOUS RESPONSE TEAM MEMBERS TRAINING**

**—51—**

Whereas, All employees are responsible for health and safety issues, and

Whereas, Training for volunteer first responders to potential hazardous spills have steadily reduced over the past years, and

Whereas, Training, risk, and exposure all contribute to the job requirements of first responders to potentially hazardous spills, therefore be it

Resolved, That first responders to potentially hazardous spills receive an OSHA certified forty (40) hour class annually and quarterly four-hour potentially hazardous spill drills and be elevated to a level 10 pay scale to be upgraded to Level 11 pay effective with the November 2002 upgrade, for the time actually spent on such job.

**Adopted 2002**

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**MONTHLY HOUSEKEEPING INSPECTIONS**

**—52—**

Whereas, The current MS-47 only requires quarterly housekeeping inspections, and

Whereas, Management frequently does not hold to the quarterly inspections, as there is no penalty for them not doing so, therefore be it

Resolved, That all handbooks and manuals be changed to reflect monthly housekeeping inspections, and be it further

Resolved, That financial penalties be imposed for not maintaining the monthly housekeeping inspections reports.

**Adopted 2002**

## **ANNUAL ENVIRONMENT ASSESSMENTS**

**—53—**

Whereas, The United States Postal Service maintains they do not fall within the jurisdiction of any outside agency for safety and health, and

Whereas, The United States Postal Service frequently ignores citations from outside agencies, therefore be it

Resolved, That the APWU seek language requiring an annual environmental assessment of all buildings by an outside agency mutually agreed upon between parties.

**Adopted 2002**

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## **UNITED STATES POSTAL SERVICE SECURITY**

**—55—**

Whereas, Since the September 11, 2001 terrorist attacks, security has become a nationwide issue,

Whereas, Postal employees have been exposed to terrorist attacks while performing their postal duties, therefore be it

Resolved, That American Postal Workers Union reaffirm to the United States Postal Service management the heightened need for security for the employees.

**Adopted 2002**

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## **BIOHAZARD TESTING OF POST OFFICES AND MAIL**

**—154—**

Whereas , This nation is subject to bio-terrorism, as witnessed by the anthrax tragedy, and

Whereas , The public and postal employees should have a safe workplace and the public mail should not contain biohazards, therefore be it

Resolved, That postal buildings and mail nationwide be tested quarterly for biological and other health hazards with results provided to the union immediately upon receipt.

**Adopted 2002**

## **LOCAL SAFETY COMMITTEE MEETINGS**

**—66—**

Whereas, The current language contained in Article 14 requires quarterly meetings, and  
Whereas, Frequently, safety and health issues need to be addressed in a timelier manner,  
therefore be it

Resolved, That the American Postal Workers Union seek language required local safety and  
health committee meeting no less than once per month.

**Adopted 2004**

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## **HAND WASHING**

**—119—**

Whereas, Following the attacks of September 11, 2001, American Postal Workers Union  
have been placed at increased risk from biohazards, and

Whereas, The Center For Disease Control (CDC) has advised increased frequency in the  
washing of hands for those who may be exposed to biohazards, and

Whereas, The United States Postal Service early on, recommended the increased washing of  
hands, therefore be it

Resolved, That the American Postal Workers Union negotiate language into the next  
National Agreement which requires management to permit such frequent washing of hands as is  
consistent with the guidelines established by the Center For Disease Control (CDC).

**Adopted 2004**

## **SAFETY AND HEALTH**

**—85—**

Whereas, The third (3rd) paragraph in 14.2 currently reads: “Any grievance not resolved by the committee may be appealed directly to arbitration within 21 days of the committee’s review,” and

Whereas, There is no clearly defined time limit for the committee to render a decision after hearing an appeal of an adverse Step 2 decision from a grievance with the subject of safety and/or health, and

Whereas, Article 14 clearly defines the time limits for the Union to appeal matters to the committee as: “Any such appeal to the Safety and Health Committee must be made within fifteen (15) days after receipt of Employer’s Step 2 decision unless the parties agree to extend the time for appeal,” and

Whereas, Article 14 and 15 give clear time limits for all meetings, appeals, and decisions for the grievance procedure except from the committee, and

Whereas, Article 14.4. of the Agreement states: “The Chairman will be designated by the Employer,” and

Whereas, The Chairman of the committee is responsible for issuing the recommendations of the committee related to safety and health grievance appeals, and

Whereas, without any clearly defined time limit for these responses management is allowed to leave these items in limbo indefinitely, therefore be it

Resolved, That the following line be added as a new sentence to follow the sentence in 14.2 ending in “within 21 days of the committee’s review,” “Any settlement or denial of grievances resulting from the recommendation of the Safety and Health Committee will be furnished to the respective parties in writing within ten (10) days of the committee’s review.”

**Adopted 2006**

## **EMPLOYEE SAFETY AND SECURITY**

**-263-**

WHEREAS, The Postal management recently has scheduled certain installations to remain open until later hours (e.g. 7PM or later closings), and

WHEREAS, Clerk Craft employees are required to remain under great risk of hazards known and unknown and unsafe working conditions, and

WHEREAS, Many managers in charge of said installations have unjustly scheduled only one clerk to remain to perform clerical duties, and

WHEREAS, Said Clerks are required to remain alone to perform duties including security and closing the building, therefore be it

Resolved, That all applicable USPS regulations and policies be amended to require the presence of at least two (2) USPS employees while any Postal Facility is open.

**Adopted 2006**

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## **DATA/EMERGENCY PAGERS**

**—87—**

Whereas, American Postal Workers Union adopted the Resolutions at our last National Convention (2004) to seek DATA pagers for the Deaf and Hard of Hearing in the Post Offices; and

Whereas, Wireless DATA Pagers now can be incorporated to alert extreme National and Regional Emergencies automatically, such as weather and natural disasters; terror attacks; etc; and

Whereas, Current fire alarms systems and pagers are outdated and need to be updated with new provisions; and

Whereas, Wireless DATA Pagers can be arranged to alert the wearer of fire Emergency, as well as text, messages; therefore be it

Resolved, That American Postal Workers Union negotiate to have United States Postal Service incorporate Wireless Pagers for Deaf & Hard of hearing employees for emergency alerts and other safety issues.

**Adopted 2006**

## **REST BREAKS FOR ALL EMPLOYEES**

**-40-**

WHEREAS, The United States Postal Service does not currently have a set standard for all employees to receive rest breaks at regular intervals, and

WHEREAS, The employees who normally get abused by management of the United States Postal Service, by not receiving air and equitable breaks, are generally our lower seniority employees who aren't courageous enough to take on the furor of supervision, and

WHEREAS, not receiving adequate rest breaks is not only detrimental to the production of an operation, but can also be detrimental to the safety of employees operating mail sorting machines, therefore be it

Resolved, that at this MPWU State Convention, being held at the Crowne Plaza Hotel and Convention Center, May 15-17, 2008 in Grand Rapids, Michigan, that: we go on record as mandating our national union to negotiate new language in our Collective Bargaining Agreement ensuring that all employees receive a rest break at least fifteen (15) minutes after every two (2) hours of work, but no earlier or later than fifteen (15) minutes within this time, unless otherwise negotiated in the LMOU.

**Adopted 2008**

**ARTICLE 15**

**ALTERNATIVE GRIEVANCE SYSTEM**

**—145—**

Whereas, The grievance procedure continues to be the primary process in which disputes with the United States Postal Service are to be settled, and

Whereas, The grievance procedure is woefully backlogged at the National level to the point where many disputes will never be resolved in spite of the fact a violation has occurred or is still occurring, and

Whereas, A basic duty of the American Postal Workers Union is to represent our membership in the grievance procedure, and

Whereas, Under the current system, most of the backlog problem occurs after the grievance has left the local level and is being “handled” at the Regional or National level even though the effects of the violations may be felt only at the local level, and

Whereas, Local officers and stewards are held responsible for the outcome of grievances by members at the local level, and

Whereas, The great majority of disputes over the intent and application of contract language occurs at the Local level, rather than the Regional or National level, and

Whereas, The strength of our membership is found at the Local level, not the Region or National level, therefore be it

Resolved, That the American Postal Workers Union Negotiating Team and/or National Officers acting on behalf of the American Postal Workers Union be instructed to seek agreement on an alternative grievance procedure that can be fully administered at the Local level, at the option of the Local, and be it further

Resolved, That this process be inclusive of the arbitration process, except those deemed to be interpretive in nature and general in scope and impact.

**Adopted 1998**

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**ARBITRATORS TO BE ALLOWED TO AWARD TRIPLE DAMAGES**

**—146—**

Whereas, Management continually violates the National Agreement, and

Whereas, There is currently no dis-incentive to prevent management from repeating similar violations, therefore be it

Resolved, That Article 15.5.A.6 of the National Agreement be amended to provide that arbitrators may assess up to triple the amount of the award in contract disputes (except those involving fixed credit shortages).

**Adopted 1998**

## **CHANGES IN ARBITRATION PANELS**

**—147—**

Whereas, Management is not held responsible for violating the collective bargaining agreement because of long delays in scheduling arbitration hearings, and

Whereas, There is no financial penalty for delaying grievances and avoiding issues, and

Whereas, The areas with few grievances are penalized by being required to have their grievances waiting behind long backlogs from locals with thousands of grievances, therefore be it

Resolved, That the American Postal Workers Union negotiate District Arbitration Panels that require enough arbitrators be hired to ensure that all grievances in that district will be heard within twelve (12) months of the certification for arbitration.

**Adopted 1998**

**Previously Adopted #150 1990**

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## **DISRUPTIONS DUE TO POSTAL REORGANIZATION**

**—148—**

Whereas, The administrative down side of postal reorganization is known throughout the land, therefore be it

Resolved, To eliminate in contract talks separate installations (e.g. Customer Service vis-a-vis Processing and distribution), and further be it

Resolved, That American Postal Workers Union seek restoration of “effective” Human Resource capabilities and services in medium-size offices, and further be it

Resolved, That the American Postal Workers Union negotiate that grievances at Step 2 be handled by Human Resources personnel, and be it further

Resolved, The American Postal Workers Union negotiate provisions to resolve accountability, responsibility and authority for dispute resolutions within a “labor relations” structure.

**Adopted 1998**

## **EMPLOYEE TO REMAIN ON THE CLOCK WHILE GRIEVANCE IS ADJUDICATED**

**—149—**

Whereas, Employees frequently have to suffer the hardship of more than fourteen days suspension or termination without pay before their grievance is adjudicated, and

Whereas, Postal management often issues disciplinary action for shock or intimidation value, even when it knows that the employee will probably be vindicated in the grievance procedure, therefore be it

Resolved, That American Postal Workers Union attempt to negotiate a “No time served while in the grievance procedure,” clause into our National Agreement for suspensions of more than fourteen (14) days for removal.

**Adopted 1998**

**Previously Adopted #199 1988**

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## **FAIR AND EQUITABLE METHOD OF SCHEDULING ARBITRATION**

**—151—**

Whereas, Article 15 of the National Agreement refers to grievance-arbitration, and

Whereas, There is no requirement for scheduling of arbitrators and arbitration dates to be done on a mutual basis, and

Whereas, In the Southern Region the employer has complete control and responsibility for selecting arbitrators for specific date and cases, and

Whereas, Such complete control does give the appearance of the employer playing games with scheduling, and

Whereas, The employer is playing games with arbitration scheduling against the grievant, and

Whereas, complete control of scheduling arbitrations by either party could lead to mischief, therefore be it

Resolved, That the union must make every effort to negotiate a truly neutral, impartial and fair method of scheduling arbitrations, and be it further.

**Adopted 1998**

## **GRIEVANCE AWARDS TO BE PAID WITHIN THIRTY DAYS**

**—152—**

Whereas, When a grievance is won there is no time frame in which a grievant has to be compensated and many times management drags their feet in filling out simple paperwork that takes only a few minutes to complete, and

Whereas, The morale of members and faith in the Union are diminished by waiting to be made whole after their grievances are won, therefore be it

Resolved, That language be negotiated in the national agreement that all grievance awards be paid within thirty (30) days of the date of the award or the grievant(s) will be paid a twenty-five percent (25%) per month premium.

**Adopted 1998**

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## **LIMIT ARBITRATOR TO ISSUES SUBMITTED TO THEM**

**—154—**

Whereas, Current rules governing contract negotiations between the United State Postal Service and the American Postal Workers Union require impasse items to be submitted to arbitrators for final and binding decision, and

Whereas, In the past arbitrators have ruled on issues not submitted to them for a ruling and not even in dispute between the parties, and Whereas, At least one (1) of these unsolicited rulings (restriction of no-layoff protection to postal workers with six (6) years of service) has harmed postal workers, and

Whereas, This unrestricted freedom to rule on matters not in dispute could hurt postal workers in the future by superseding negotiations between the parties, therefore be it

Resolved, That the American Postal Workers Union work to have rules governing contract arbitration amended to restrict arbitration rulings to impasse items submitted to them by the parties.

**Adopted 1998**

## **MANAGEMENT ACCOUNTABILITY FOR GRIEVANCE TIME LIMITS**

**—155—**

Whereas, Under the current provisions of Article 15, Management is not held to the same standards of timeliness as the Union, and

Whereas, This difference in standards was established years ago when Management claimed a lack of Labor Relations personnel to process grievances, and

Whereas, Management now has more than enough staff to handle grievances in a timely manner and uses their unfair advantage to frustrate the Union within the grievance process, therefore be it

Resolved, That Article 15 be modified to reflect fair time limits to be shared by both the Union and Management in the Grievance process, and that failure of management to be timely shall sustain the Union's requests for remedy.

**Adopted 1998**

**Previously Adopted #119 1992**

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## **PAY ADVANCE FOR BACK PAY**

**—158—**

Whereas, The employer fails to reimburse employees for back pay in a timely manner, and

Whereas, The employer earns interest on the money owed to employees on back pay awards, and

Whereas, The employer's delay in payment is a hardship on employees, and

Whereas, The employer has no incentive to promptly process back pay awards, therefore be it

Resolved, That employees who are owed more than five hundred dollars (\$500) from any arbitrator's award shall be eligible to take pay advance for up to seventy-five percent (75%) of the total gross amount of a back pay award.

**Adopted 1998**

## **PENALTIES AGAINST MANAGEMENT FOR UNTIMELINESS**

**—159—**

Whereas, The Union has a penalty imposed upon it in the event that a grievance is filed or appealed untimely, and

Whereas, The employer does not have a penalty imposed upon it under Article 15, in the event that they do not meet the prescribed time limits in meeting with the Union and/or rendering a decision to deny a grievance, and

Whereas, The only option available to the Union in such cases is the timely appeal of a grievance to the next step, therefore be it

Resolved, That the Union attempt to negotiate a penalty against the employer in the event they do not meet with the Union to discuss a grievance, and/or they do not supply the Union with a decision in the prescribed time limit.

**Adopted 1998**

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## **PENALTIES TO MANAGEMENT**

**—160—**

Whereas, Management continually refuses to adhere to grievance and arbitration decisions, therefore be it

Resolved, That the following financial penalties be established and applied when management fails to adhere to grievance and arbitration decisions for discipline and contract violations

LETTER OF WARNING—Two hundred fifty dollar (\$250) fine to the issuing supervisor.

SUSPENSIONS—Fine in an amount equal to the sum of employee loss.

REMOVALS/EMERGENCY PLACEMENT—Total back pay and a five thousand dollar (\$5,000) fine for the issuing supervisor and concurring official.

CONTRACT VIOLATIONS—Overtime sum not to exceed ten percent (10%) of the by-pass.

EXCESSING AND/OR SENIORITY VIOLATIONS—Fine in the amount of one hundred dollars (\$100).

UNTIMELY RESPONSE BY MANAGEMENT AT ANY STEP OF THE GRIEVANCE PROCEDURE - One hundred dollar (\$100) fine to the management designee at that step.

**Adopted 1998**

## **RUBBER STAMPING STEP 2 DECISIONS**

**—163—**

Whereas, Management is increasingly neglects its obligation to bargain in good faith at lower levels of the grievance procedure, and

Whereas, Many step 2 designees and labor relations representatives simply employ a blanket policy denying all grievances at Step 2, regardless of merit, therefore be it

Resolved, That the union seek to explore ways and means to enforce management accountability and a remedy for “Rubber Stamp” grievance processing.

**Adopted 1998**

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## **SCHEDULING OF ARBITRATORS TO CEASE UNTIL DECISIONS ARE CURRENT**

**—164—**

Whereas, Arbitrators have thirty (30) days to render decisions and often do not comply with this time limit, and

Whereas, In this situation they obviously need to devote all the time and attention possible to cases that are back logged, therefore be it

Resolved, That any arbitrator that is not current in rendering decisions shall not be assigned any further cases until he/she becomes current.

**Adopted 1998**

## **WITHDRAW FROM NATIONAL LABOR RELATIONS BOARD DISPUTE RESOLUTIONS PROCESS**

**—169—**

Whereas, The American Postal Workers Union is the exclusive bargaining representative of all employees identified in Article 1 of the National Agreement, and

Whereas, The union has a legal obligation to represent those employees by properly documenting their grievances, and

Whereas, The parties entered into an agreement to reduce the number of unfair labor charges concerning denied information, and

Whereas, This process has time limits for each step of the appeal that has been submitted for resolution when information has not been provided to a local, and

Whereas, The time limits have not been met by either party, and

Whereas, Locals are having to make appeals without information to support the grievance, and

Whereas, The Step 3 Business Agents and Regional Coordinator do not have time for another procedure that does not work, therefore be it

Resolved, That the American Postal Workers Union withdraw from the National Labor Relations Board Dispute

Resolution Process and give the right to pursue denied information back to the local.

**Adopted 1998**

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## **ARBITRATION SCHEDULING**

**—67—**

Whereas, Scheduling of arbitration hearings is primarily done by the Postal Service, and

Whereas, The union has a vested interest in establishing the priority for issues that are to be resolved in arbitration, therefore be it

Resolved, That the American Postal Workers Union national negotiating team be mandated to negotiate that the scheduling of arbitration dates and issues, at all levels, be the sole responsibility of the American Postal Workers Union.

**Adopted 2000**

## **HOLD MANAGEMENT ACCOUNTABLE FOR CONTRACT VIOLATIONS**

**—68—**

Whereas, Management continues to violate the Agreement and delay processing and adjudication of disputes, and

Whereas, Throughout the grievance process there is no accountability mandate on management, and

Whereas, The grievance process is, in effect, without any enforceable penalties that can be assessed against management, and

Whereas, Financial penalties would be the most effective, therefore be it

Resolved, That a contract provision be negotiated that will assess financial penalties against managers who are not accountable in the grievance process, and be it further

Resolved, That when management fails to meet with the Union within contractual time limits on any grievance, the grievance will be sustained.

**Adopted 2000**

**Previously Adopted: 1st resolved: 1998 National Convention, Resolution 160; 2nd Resolved: 1988 National Convention, Resolution 195; 1992 National Convention, Resolution 119; 1996 National Convention, Resolution 82; 1998 National Convention, Resolution 155**

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## **PENALTIES AGAINST MANAGEMENT FOR CONTINUING VIOLATIONS**

**—271—**

Whereas, The Collective Bargaining Agreement is agreed upon and signed by both the United States Postal Service and the American Postal Workers Union, and

Whereas, The members of the American Postal Workers Union are held accountable if they violate the provisions of the Collective Bargaining Agreement or any supporting manuals, and

Whereas, The United States Postal Service settles grievances with no intention of honoring the settlement and continues to violate the same contract language, and

Whereas, The grievance/arbitration procedure is jammed with identical grievances because the United States Postal Service is not being held accountable for contract violations, therefore be it

Resolved, That our National Union negotiates a monetary penalty to be imposed upon the United States Postal Service, for continuing violations of the same contract language and/or grievance settlements.

**Adopted 2000**

## **PROPOSED CHANGES TO ARTICLE 15**

**—70—**

Whereas, Article 15 of the Collective Bargaining Agreement was negotiated to allow the American Postal Workers Union and members of the bargaining unit to settle disputes, differences, disagreements or complaints between the parties related to wages, hours, and conditions of employment, and

Whereas, Management at every level has historically denied the rights of the Union and bargaining unit employees through deliberate delays in the Article 15 process, therefore be it

Resolved, That American Postal Workers Union national negotiators be mandated to negotiate the following Article 15 changes into the November 21, 2000 Collective Bargaining Agreement:

1. Failure of the employer to schedule a meeting or render a decision in any of the steps of this procedure within the time herein provided (including mutually agreed to extension periods) shall cause the grievance to be sustained;
2. A grievance which is appealed to step 4 as interpretive and is remanded back from step 4 as not interpretive may not be appealed to step 4 again;
3. Any settlement or resolve of a grievance or issue at step 4 shall be final and binding and shall set precedent;
4. When an issue is settled or resolved at step 4, that issue may not be appealed to step 4 again;
5. The American Postal Workers Union will be solely responsible for determining the order in which contract grievances are arbitrated, at all levels;
6. Once an issue is resolved at step 4 (by arbitration or agreement), all outstanding/held cases shall be totally resolved within one (1) year;
7. Upon the final decision, settlement or agreement of any grievance, monetary awards will be paid within ninety (90) calendar days of said decision/settlement/agreement. If payment is not made to the grievant as stated above, then the grievant shall also be paid interest at the then prime interest rate from the original step 1 filing date through the date of final and complete payment by the Postal Service.

**Adopted 2000**

**SANCTIONS AGAINST ARBITRATORS WHO DO NOT COMPLY WITH TIME  
LIMITS**

**—272—**

Whereas, Regular panel arbitrators have thirty (30) days to render a decision, and

Whereas, Many arbitrators are failing or refusing to comply with this thirty (30) day limit, and

Whereas, Many employees are harmed by this delay, and

Whereas, The union loses members over the delays, and

Whereas, Arbitrators have a binding contract, therefore be it

Resolved, That arbitrators who delay grievance decisions shall be penalized financially, and be it further

Resolved, That unless good cause is shown, the arbitrator will not be scheduled for further assignments until decisions are current, and be it further

Resolved, That excessive delays shall justify cause for the arbitrator to be removed from the panel.

**Adopted 2000**

**Previously Adopted: 1994 National Convention, Resolution 161; 1996 National Convention, Resolution 83**

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**TIMELY PAYMENT OF GRIEVANCE SETTLEMENTS**

**—273—**

Whereas, Grievance settlements should be complied with immediately, and

Whereas, When employees are due compensation from a grievance settlement, it should not be delayed, therefore be it

Resolved, That Grievance Settlements that involve pay will have the pay adjustments processed into the Postal Service pay system within two (2) weeks from date of settlement.

**Adopted 2000**

**Previously Adopted: 1998 National Convention, Resolution 187; 1994 National Convention, Resolution 164; 1998 National Convention, Resolution 152**

## **UNNECESSARY DELAYS AND COSTS OF HEARINGS**

**—59—**

Whereas, The United States Postal Service constantly delays arbitration proceedings by challenging arbitrability of grievances, and

Whereas, These challenges are usually last minute motions which require more time for the Union to respond, and

Whereas, These challenges are usually last minute motions which require more time for the Union to respond, and

Whereas, This unnecessary delay postpones justice for our members, and

Whereas, One half the cost of such delays is paid by the Union, therefore be it

Resolved, That a new section be added to Article 15, Section 5.A.10 of the Collective Bargaining Agreement to read: In any arbitration proceeding in which the employer requests the arbitrator to rule exclusively on the arbitrability of a case, the full cost of the hearing shall be paid by the employer.

**Adopted 2002**

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## **CANCELLATION OF ARBITRATIONS**

**—60—**

Whereas, The grievance backlog is enormous and it is to the United States Postal Service's advantage to keep it that way,

Whereas, One of the tactics used by the United States Postal Service is to cancel arbitration dates, using various excuses, some of which we know to be lies, and

Whereas, This type of onerous activity delays and denies justice and frustrates and demoralizes the union and its' members, therefore be it

Resolved, That management be required to substantiate (via negotiated terms) their claim as to why a case cannot be heard as scheduled prior to that case being deferred or rescheduled, and be it further

Resolved, That such proof of evidence be provided not later than two weeks prior to the scheduled date, and be it further

Resolved, That if the United States Postal Service defers a scheduled case, the union, without right of objection from the United States Postal Service, shall be entitled to advance a local grievance currently pending arbitration to be heard by the arbitrator on that date in lieu of a case deferred.

**Adopted 2002**

## **ARBITRATION BACKLOG**

**—195—**

Whereas, There are approximately 100 national level arbitration cases pending, and

Whereas, Many of these have been awaiting decisions for more than a year, and

Whereas, Justice deferred is justice denied because of continual changes in the work place that make long-delayed decisions meaningless and irrelevant, and

Whereas, Local officers and stewards are hampered in grievances processing and membership recruitment by the lack of evidence that the union is effectively representing people, therefore be it

Resolved, That a high priority be given to cleaning up the backlog of national level arbitration cases, and be it further

**Adopted 2002**

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## **ARBITRATION COSTS**

**—215—**

Whereas, Win or lose, both parties must split the cost to arbitrate a grievance. By splitting such cost, the United States Postal Service is not financially motivated to settle grievances at the lowest possible step, and

Whereas, Since the American Postal Workers Union has a higher success rate in arbitrations than the United States Postal Service, therefore be it

Resolved, The American Postal Workers Union whose case is sustained in arbitration shall not be charged any expense therein. For any case not sustained in favor of the APWU, the APWU will absorb 50% of the arbitration cost.

**Adopted 2002**

## **ACCOUNTABILITY FOR POSTAL MANAGERS**

**—216—**

Whereas, The United States Postal Service has proclaimed that escalating operating costs are causing it great monetary losses,

Whereas, many United States Postal Service managers who are responsible for repeatedly violating the parties collective bargaining agreement are not held accountable for their violations,

Whereas, in some areas the United States Postal Service has begun holding managers accountable for unnecessary costs to the organization, such as demanding payment from the managers responsible for possible losses, therefore be it

Resolved, That a means be negotiated to hold managers accountable for the unnecessary costs to the United States Postal Service due to repeated violations of the parties collective bargaining agreement that would include but not be limited to disciplinary action and financial restitution.

**Adopted 2002**

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## **ACCOUNTABILITY FOR POSTAL MANAGERS**

**—67—**

Whereas, The United States Postal Service has proclaimed escalating costs are causing substantial monetary losses, and

Whereas, United States Postal Service management are not held accountable for repeat contract violations, and

Whereas, Many of management's actions directly impact payments to American Postal Workers Union represented employees, therefore be it

Resolved, That the American Postal Workers Union seek to achieve the withholding of supervisors' pay checks until payments for pay adjustments or grievance settlements are processed and paid in full.

**Adopted 2004**

## **GRIEVANCE RESOLUTION**

**—70—**

Whereas, Article 15 of the Collective Bargaining Agreement sets no timetable for the United States Postal Service and American Postal Workers Union to come to final resolution of grievances, and

Whereas, This has caused an unnecessary backlog of grievances and is also unfair to the parties concerned, and

Whereas, Some grievances become a “mute point” due to retirement of grievant or transfer or some other action, therefore be it

Resolved, That Article 15 of the Collective Bargaining Agreement establish a reasonable time limit (preferably six (6) months or one (1) year for final resolution of all grievances, and be it further

Resolved, If no final resolution is achieved by set deadline, the union would win said grievance or be compensated \$100.00 per day until said grievance is resolved unless time limits are mutually extended.

**Adopted 2004**

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## **MANAGEMENT FAILING TO ABIDE BY THE COLLECTIVE BARGAINING AGREEMENT**

**—71—**

Whereas, United States Postal Service management has demonstrated misconduct and has failed to abide by the Collective Bargaining Agreement, and

Whereas, Repeated contractual violations have run rampant and there is no deterrent in place to keep repeated violations from creating an unnecessary burden on the grievance process, therefore be it

Resolved, By instituting a substantial monetary penalty for violations of similar infractions, and be it further

Resolved, By multiplying the remedy amount by the number of previous infractions sustained through the grievance process for each individual supervisor whose violation caused the grievance to be initiated.

**Adopted 2004**

## **REGIONAL ARBITRATION PANEL SELECTION**

**—72—**

Whereas, There have been previous delays on selection of arbitrators, and

Whereas, There have been impasses on the selections which resulted in no panel of arbitrators in some districts, and

Whereas, "Justice delayed is justice denied," therefore be it

Resolved, That the American Postal Workers Union seek to negotiate language to select panels for all American Postal Workers Union contracts within time limits, and be it further

Resolved, That when "impasse" is reached, a "strike out" selection process be used to determine the arbitrators.

**Adopted 2004**

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## **STEP 2 MEETING LOCATIONS**

**—74—**

Whereas, Article 15, Section 2/Step 2, of the National Agreement provides for and sets for the procedure(s) for appeals to Step 2 of the grievance procedure, and

Whereas, The intent of the aforementioned Step 2 provisions intend that such meetings occur in person so as to engage in meaningful, fully cooperative discussions, and

Whereas, Article 15, Section 2/Step 2 does not specifically annotate or require that Step 2 meetings between the designees occur in person, and

Whereas, It has become problematic within the Portland District that the postal Managers of Post Office Operations routinely designate Step 2 Designees geographically far removed from the grievance originating office with the intent and by directive that Step 2 meetings be held by telephone and/or other electronic technologies, and

Whereas, This obstacle serves to impede, delay, hinder and otherwise place obstacles in the way of the Step 2 appeal process thereby impugning the process, and

Whereas, Previous attempts by the Union to resolve this problem have been without success, therefore be it

Resolved, That such negotiations occur to modify the language inherent in Article 15, Section 2/Step 2: (c) and (d) of the National Agreement for the purpose of clarification that such Step 2 meetings shall be in person at the office wherein the grievance originated, unless it is mutually agreed to by the Step 2 Designees to employ other technologies so as to affect such meetings.

**Adopted 2004**

**UNITED STATES POSTAL SERVICE FAILURE TO PAY MONETARY  
AGREEMENTS IN A TIMELY FASHION**

**—75—**

Whereas, The Postal Service has failed to pay monetary agreements in a timely fashion, therefore be it

Resolved, That in cases that have a clear directive that the PS 2240 Form be sent through finance and finalized at the time the settlement is reached.

**Adopted 2004**

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**CHANGE OF SCHEDULES FOR WITNESSES AT ARBITRATION**

**—88—**

Whereas, Arbitrations are normally scheduled during Tour II hours, and

Whereas, The burden of proof is upon the Union on contractual violations appealed to arbitration, and

Whereas, Witnesses may be necessary to present affirmative defense cases, and

Whereas, Sometimes back up cases are scheduled as late as Friday afternoon, and

Whereas, There is a distinct disadvantage in presenting cases in arbitration where all the witnesses are from Tour 1 and/or Tour 3, and

Whereas, Management always is able to make arrangements for their witnesses to attend, and

Whereas, The unavailability of union witnesses for back up cases causes postponement of many cases, therefore be it

Resolved, That Article 15.5.A.5 be changed to read that “the Employer will permit two changes of work schedules,”

Resolved, That Article 15.5.A.5 be changed to read that “provided notice is given to the Labor Relations Advocate at least one (1) day prior to the scheduled hearing.”

**Adopted 2006 as Amended**

## **NULLIFY RI 399 AGREEMENT**

**—89—**

Whereas, The RI 399 Dispute Resolution system is obviously broken and incapable of repair, and,

Whereas, The Mail Handlers Union is actively engaged in stealing our work and has no incentive to arbitrate or settle RI 399 cases, and

Whereas, The Postal Service uses the RI 399 Dispute Resolution system as a “dumping ground” for grievances they don’t wish to resolve, by unilaterally and improperly declaring Article 7 grievances and other American Postal Workers Union grievances to be under the purview of RI 399, and thereby sending them out of the regular grievance procedure and into the RI 399 Dispute Resolution system, and,

Whereas, Once American Postal Workers Union grievances are sent into the RI 399 Dispute Resolution system they sit there for years without being heard, thereby depriving the membership of fair redress for said grievances, and,

Whereas, The Mail Handlers Union and the Postal Service have demonstrated repeatedly that they have no incentive or intention to arbitrate or otherwise resolve any jurisdictional dispute in favor of the American Postal Workers Union, and instead are contriving to keep those disputes away from an arbitrator, thereby depriving our American Postal Workers Union members of industrial justice, and,

Whereas, Many American Postal Workers Union locals have grievances that have been sitting in RI 399 Limbo for over a decade with no prospect of being heard in sight, and,

Whereas, Withdrawal of the American Postal Workers Union the RI 399 Dispute Resolution system, while it would not expedite the resolution of those cases which are currently pending, would at least allow the American Postal Workers Unions to process future grievances in a timely manner, not only in jurisdictional cases but also in Article 7 and other cases, and therefore be it

Resolved, That the American Postal Workers Union withdraw from the RI 399 Dispute Resolution Agreement and revert to the Article 15 grievance procedure in the event of future jurisdictional disputes.

[Resolved, That the National APWU pursue all options available to include but not limited to the filing of a lawsuit to compel arbitration.

Be it further resolved and made known the delegates at this convention place the responsibility on every nationally-elected officer/business agent to bring this resolution to fruition in a timely manner under the leadership [directive] of the [General] President. Today is not too soon and tomorrow may be too late. Save APWU jobs NOW! Save APWU jobs now.]

**Adopted 2006 as Amended**

## **ESCALATING REMEDY FOR ALL CONTRACT VIOLATIONS**

**—90—**

Whereas, United States Postal Service management has demonstrated misconduct and has failed to abide by the Collective Bargaining Agreement, and

Whereas, Repeated contractual violations have run rampant and there is no deterrent in place to keep repeated violations from creating an unnecessary burden of the grievance process, therefore be it

Resolved, That by instituting a substantial monetary penalty for violations of similar infractions, and be it further

Resolved, By multiplying the remedy amount by the number of previous infractions sustained through the grievance process for each individual supervisor whose violation of similar infractions, and be it further resolved by multiplying the remedy amount by the number of previous infractions sustained through the grievance process for each individual supervisor whose violation caused the grievance to be initiated, and be it further

Resolved, That any newly negotiated language be included in the JCIM.

**Adopted 2006**

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## **WRITTEN PS 2608**

**—91—**

Whereas, This paragraph currently reads: “If no resolution is reached as a result of such discussion, the supervisor shall render a decision orally stating the reason for the decision,” and

Whereas, Many supervisors change their reasoning after an oral decision, and

Whereas, This leads to a significant number of grievances being appealed to the next step, and

Whereas, A written record is always more persuasive than a verbal record, therefore be it

Resolved, That this sentence be deleted and replaced with the following sentence: “Within five days of the discussion the supervisor shall render a written decision on PS Form 2608 settling or denying the grievance and the PS Form 2608 will provide a full explanation of the reasoning behind their decision.”

**Adopted 2006**

## **ARBITRATION APPEAL**

**—92—**

Whereas, When a grievance is filed by an American Postal Workers Union Member, they expect it to be processed timely, and

Whereas, Our current backlog of grievances at the Arbitration level is causing members to wait years for their day in court, and

Whereas, there is language in Article 15.5.B.1a that states Arbitration hearings are to be scheduled and heard within 120 days following receipt of the arbitration appeal, unless the parties agree upon a later date, and

Whereas, The American Postal Workers Union negotiated this language the APWU should be able to live up to it, therefore be it

Resolved, that the National Union live up to the language in Article 15B and do not agree to a later date beyond the 120 days following receipt of the arbitration appeal.

**Adopted 2006**

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## **ARBITRATION SCHEDULING**

**—93—**

Whereas, The current backlog of arbitration cases has caused some cases to be arbitrated years later, and

Whereas, Cases scheduled as back-up cases that are not arbitrated go to the bottom of the pile, and

Whereas, Justice delayed is justice denied, therefore be it

Resolved, to schedule all cases except removals or suspensions for arbitration as they come in. The oldest case's to be arbitrated first.

**Adopted 2006**

## **PAYMENT OF SETTLEMENTS/AWARDS**

**—94—**

Whereas, Article 15.4 provides that “every effort shall be made to ensure timely compliance and payment of monetary grievances settlements and arbitration awards” upon receipt of necessary paperwork, and

Whereas, In the event “the employee is not paid within sixty days whereupon authorization is granted for pay advance equal to the next amount due or seventy percent of the gross,” therefore be it

Resolved, that the American Postal Workers Union at the National level seek and negotiate in the next National Agreement that the Employer shall ensure payment to the employee within two pay periods after the sixty day period of receipt of paperwork the amount due plus accrued interest on the full amount tied to the statutory judgment rate of interest.

**Adopted 2006**

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## **GRIEVANCE PAYMENT PROCESSING**

**-41-**

WHEREAS, there is confusion with grievance pay, and

WHEREAS, taxes take the bulk of some grievance settlements, and

WHEREAS, the cost of the second check is minimal, therefore be it

*Resolved*, that the United States Postal Service pay grievance settlements on a second check along with the employee’s regular check, stating the second check is a grievance settlement.

**Adopted 2008**

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## **UNCLAIMED GRIEVANCE SETTLEMENTS**

**-46-**

WHEREAS, monies due active/retired/deceased/terminated employees for any and all unpaid grievance settlements are returned to the postal service when employees whereabouts are unknown, therefore be it

*Resolved*, that the United States Postal Service return the unclaimed grievance settlement monies to the American Postal Workers Union (national/state/local) at the level where the grievance originated.

**Adopted 2008**

## **GRIEVANCE TRACKING**

**-47-**

WHEREAS, the American Postal Workers Union is responsible for enforcing the national and local agreements through the grievance arbitration procedure, and

WHEREAS, settlements are part of the procedure, and

WHEREAS, monetary settlements are issued on a payroll check and noted as an "adjustment", and WHEREAS, payroll checks are void of the local grievance number, and

WHEREAS, tracking of settlements is the inherent responsibility of the union, therefore be it

Resolved, that all payroll checks containing a grievance settlement will include the corresponding local grievance number.

**Adopted 2008**

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## **STEP 2 DECISIONS**

**- 169 -**

WHEREAS, the postal service is not required to meet with the union at step 2, or issue timely step 2 decisions, and

WHEREAS, the postal service refuses to meet at step 2 and/or issue timely step 2 decisions, and

WHEREAS, the postal service, without meeting at step 2, will still issue step 2 denials, after the Union has sent the grievance to step 3 unchallenged by the postal service at step 2, and

WHEREAS, arbitrators routinely allow management to present their untimely step 2 denials in arbitration, even when there is no step 2 meeting, and

WHEREAS, Article 15, Section 2, step 2 (d) and (f), specifically states the parties are to give their full and detailed position at step 2, along with an exchange of all documentation relied upon, be it

Resolved, the American Postal Workers Union, negotiate language that bars management from issuing a step 2 denial after the ten (10) day time limit, if there was a step 2 meeting, or at all, when there was no step 2 meeting.

**Adopted 2008**

**ARTICLE 16**

**END ZERO TOLERANCE POLICY**

**—70—**

Whereas, A basic tenet of good labor relations is that no employee need suffer penalties without a fair investigation of fact circumstances surrounding each individual case, and

Whereas, The unilateral establishment of “blanket policies” is tantamount to the elimination of “just cause” provisions of the National Agreement, and

Whereas, The employer has shown a propensity to use the unilateral “zero tolerance” policy arbitrarily and capriciously, therefore be it

Resolved, That the American Postal Workers Union will negotiate an end to the “zero tolerance” policy.

**Adopted 1998**

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**JUST CAUSE RIGHTS FOR TRANSITIONAL EMPLOYEES**

**—171—**

Whereas, Transitional Employees have limited Just Cause Rights, therefore be it

Resolved, That Transitional Employees be granted the same Just Cause and Progressive Discipline Rights that Career Employees receive.

**Adopted 1998**  
**Previously Adopted: #168 1994**

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**LIMITING PROGRESSIVE DISCIPLINE TO SIMILAR NATURE OFFENSES**

**—172—**

Whereas, The United States Postal Service routinely cites discipline for distinctly different alleged infractions as factors of consideration in order to increase this punitive effect of subsequent discipline, therefore be it

Resolved, That American Postal Workers Union seek to negotiate changes in Article 16 to require that progressive discipline be restricted to offenses of a similar nature.

**Adopted 1998**

**NO DISCIPLINE ALLOWED FOR FALSIFIED EMPLOYMENT APPLICATION  
AFTER ONE YEAR OF EMPLOYMENT**

**—173—**

Whereas, When looking for grounds to remove an employee in cases where such removal is not normally warranted or otherwise permitted, management often reverts to removal action based on investigation of the employee's PS 2591, which often cannot be rationally argued or explained after many years have passed. Former employers may be out of business and witnesses and documents needed to exonerate, explain or defend errors or discrepancies may no longer be locatable which leaves the employee defenseless against charges, and

Whereas, The events, questionable statements, and findings which may have been easily argued or explained years earlier are unfairly used to coerce and compel employees into unwarranted discharge or extended suspension, therefore be it

Resolved, That a 90 day limitation be put on the amount of time in which the Postal Service can cite falsification of an official document as a reason for discharge.

**Adopted 1998**

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**SUSPENSIONS AND REMOVALS NOT SERVED UNTIL RESOLUTION OF  
GRIEVANCE**

**—174—**

Whereas, Suspensions and removals are frequently served before employees have their day in court, and

Whereas, A large percentage of disciplinary actions are resolved at later steps or in arbitration,

Whereas, Employees should not be unjustly disadvantaged with financial loss and emotional hardship, therefore be it

Resolved, That suspensions and removals (except those under Article 16, Sections 6 and 7) will not be served until such matters are resolved through the grievance/arbitration procedure.

**Adopted 1998**

**Previously Adopted #199 1988 & #123 1992**

## **SET TIME LIMIT PARAMETERS FOR CHARGES AGAINST EMPLOYEES**

**—175—**

Whereas, Presently there is no language in Article 16 of the Collective Bargaining Agreement to set time limits on the amount of time that management has to bring charges against an employee, and

Whereas, Many employees are placed on indefinite suspension without pay for an extended period of time, and

Whereas, This could result in financial ruin, destitution, and loss of home and family, therefore be it

Resolved, That the American Postal Workers Union negotiate language to set time limits within which management may bring charges against an employee in order to protect the rights and livelihood of all employees represented by the American Postal Workers Union.

**Adopted 1998**

**Previously Adopted #198 1988**

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## **UNDUE HARDSHIPS SUFFERED BY EMPLOYEES PLACED ON EMERGENCY SUSPENSION**

**—176—**

Whereas, Employees are Being placed on emergency suspension for indefinite periods, and

Whereas, Management may punish employees by not acting in an expeditious manner, and

Whereas, Union members are being hurt financially and emotionally, therefore be it

Resolved, That Article 16 in the National Agreement be revised so that no employee may be forced out on emergency placement in a non-pay status beyond three (3) days, and be it further

Resolved, That the employee shall be placed in a pay status after three (3) days on emergency placement

**Adopted 1998**

**Previously Adopted #121 1992**

## **NO DISCIPLINE FOR UNSCHEDULED LEAVE USAGE**

**—73—**

Whereas, Management penalizes employees for the use of sick leave and emergency annual leave by designating it as unscheduled leave and subsequently using those dates in disciplinary actions, and

Whereas, Even the Family Medical Leave Act does not stop management, from citing legitimate leave used when issuing disciplinary actions to employees, therefore be it

Resolved, That the American Postal Workers Union will negotiate that use of substantiated leave shall not be cited against employees in disciplinary actions.

**Adopted 2000**

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## **NO-PAY STATUS (EMERGENCY SUSPENSION)**

**—74—**

Whereas, Lost pay is an unnecessary hardship on employees, and

Whereas, The primary reason for issuance of emergency suspensions is to keep employees off the work site, therefore be it

Resolved, That employees placed on emergency suspension will be on administrative leave.

**Adopted 2000**

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## **UNION NOTIFICATION OF EMPLOYEE DISCIPLINE**

**—75—**

Whereas, Employees often receive Letters of Warning, Letters of Suspension or Letters of Removal without knowing they can challenge such discipline through the grievance procedure, and

Whereas, Employees are often intimidated by postal management into not challenging discipline,

Whereas, Employees who receive discipline often request union representation when little time is left to process a grievance or after the time limit to file a grievance has expired, therefore be it

Resolved, American Postal Workers Union negotiators seek language in the National Agreement requiring postal management to provide the appropriate union representative with copies of all disciplinary actions at the time of issuance, and be it further

Resolved, That failure to provide the union representative with copies of disciplinary actions shall cause the discipline to be automatically rescinded.

**Adopted 2000**

## **ELIMINATE LANGUAGE DELAYING EFFECTIVE DATE OF SUSPENSIONS**

**—274—**

Whereas, The 1998-2000 Collective Bargaining Agreement changed Article 16, and

Whereas, Since this change discipline against employees has proliferated, and

Whereas, The United States Postal Service has no fear of immediate repercussions, such as loss of productivity or the threat of expense for a back pay settlement, and

Whereas, Serving a suspension six (6) to eighteen (18) months or longer after an infraction contradicts the principle of "Corrective Discipline", therefore be it

Resolved, The National Union will seek to strike the last two (2) sentences of Article 16, Section 4, of the 1998-2000, Collective Bargaining Agreement.

**Adopted 2000**

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## **EQUALITY IN DISCIPLINARY ACTIONS**

**—275—**

Whereas, The National Agreement promotes a working relationship between management and labor, Whereas, Article 16 of the National Agreement determines procedural methods for disciplining employees for the purpose of correcting poor conduct,

Whereas, The National Agreement does not address itself to the question of sanctions for managerial personnel found guilty of infractions, therefore be it

Resolved, That American Postal Workers Union actively seek to negotiate comparable disciplinary tracking for those managerial persons found to be in violation of postal handbooks, manuals, rules, or regulations.

**Adopted 2000**

## **IMMEDIATE IDENTIFICATION OF OFFICIAL DISCUSSIONS**

**—276—**

Whereas, Management considers every discussion with employees to be an "official" discussion, and employees are not aware that they should make notations of these casual conversations for their own personal record, and

Whereas, Management is practicing deception by not informing the employee of the purpose of this discussion, and

Whereas, Official discussions are relied upon to establish that employees have been made aware of their obligations and responsibilities, and

Whereas, Discipline must be corrective in nature, rather than punitive, therefore be it

Resolved, That American Postal Workers Union negotiate clarification in Article 16.2 that employees must be notified verbally, and immediately, to the fact that "this is an official discussion."

**Adopted 2000**

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## **PROHIBIT ACCESS OF 204BS TO EMPLOYEE RECORDS**

**—277—**

Whereas, 204bs can go back to the craft at any point in time, and

Whereas, Craft employees do not have access to personnel files of other employees due to the privacy act, therefore be it

Resolved, That our National Union negotiate contract language preventing 204bs from having access to employee records that are covered by the privacy act.

**Adopted 2000**

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## **NON-PAY STATUS (EMERGENCY SUSPENSION)**

**—61—**

Whereas, Lost pay is an unnecessary hardship on employees, and

Whereas, Management's concern in issuing emergency suspensions is keeping an employee off the work site, therefore be it

Resolved, That employees placed on emergency suspension will be on administrative leave.

**Adopted 2002**

## **DISCIPLINARY ACTION IN EMPLOYEE'S PERSONNEL FILE**

**—63—**

Whereas, The stated intent of discipline is to be corrective, not punitive, and

Whereas, There should be a timely nexus between any behavior and corrective action, therefore be it

Resolved, That Article 16, Section 10 shall be amended to decrease the amount of time a disciplinary action may remain live in an employee's file and be cited in subsequent discipline from a period of two years to one year.

Resolved, That Article 16, Section 10 shall be amended to decrease the amount of time a disciplinary action may remain live in an employee's file and can be cited in subsequent discipline.

**Adopted 2002**

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## **204-BS NOT ISSUING DISCIPLINE**

**—66—**

Whereas, 204-Bs can go back to the craft at any point in time, and

Whereas, Craft employees do not have access to other employees personnel file due to the privacy act, therefore be it

Resolved, That the American Postal Workers Union negotiate contractual language disallowing 204-Bs to have access to employee records covered by the privacy act, and be it further

Resolved, That the American Postal Workers Union negotiate contractual language to disallow 204-Bs from issuing discipline and that a fine or penalty be imposed to all offices that violate this language.

**Adopted 2002**

## **MAINTAIN PAY STATUS DURING GRIEVED REMOVALS**

**—217—**

Whereas, The National Agreement is silent on removal procedures in disciplinary actions, and

Whereas, Management can remove an employee for reasons not effecting the safety of the United States Postal Service or its Employees, and

Whereas, Management has a distinct advantage in disciplinary proceedings because the employee is put in a non-pay status during those proceedings, therefore be it

Resolved, That in future contract negotiations removal disciplinary procedures be included separating those instances where the safety of the Service and its employees are not at risk from those that are, and be it further

Resolved, That when the safety of the Service and its employees are not at risk, proposals of removal cannot put the employee in a non-pay status while the grievance procedure is unresolved.

**Adopted 2002**

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## **ADMINISTRATIVE ACTION THAT THE UNION CONSIDERS “CONSTRUCTIVE” DISCIPLINE**

**—76—**

Whereas, Management in certain situations, such as enforced leave and refusal to accept withdrawal of resignations, use administrative action to deprive employees the property interest of continued employment, and

Whereas, Employees are placed in a non-duty non-pay status without the benefit of giving their side of the story before the alleged “administrative action is taken, and

Whereas, Said action violates the postal employees constitutional rights, and

Whereas, When the affected employee files a grievance on the constructed discharge, it is considered a contract grievance and placed in a sea of other contract grievances that may take decades to get to arbitration causing the employee extreme undue hardship, including financial demise, therefore be it

Resolved, That the National Agreement be changed to allow constructive discharge issues to be placed on the discipline docket and treated like removal. And/or that the national negotiating team develop any other new language to offset some of management’s due process violations and back door discipline approaches for the above-mentioned circumstances.

**Adopted 2004**

## **DISCIPLINARY ACTION BY SUPERVISOR TO BE IN WRITTEN FORM**

**—77—**

Whereas, Article 16.8 is about a “Review of Discipline”, and

Whereas, No employee can be disciplined or discharged unless the disciplinary action has first been reviewed and concurred in by the installation head or designee, and

Whereas, The contract does not require that the review and or concurrence be in writing, therefore be it

Resolved, That Article 16.8 be changed to read, “In no case may a supervisor impose suspension or discharge upon an employee unless the proposed disciplinary action by the supervisor has first been reviewed and concurred in, in writing, by the installation head or designee.”

**Adopted 2004**

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## **LIMIT 204-B PARTICIPATION IN DISCIPLINE PROCEDURE**

**—78—**

Whereas, Management is utilizing 204-B supervisors as long-term relief supervisors, rather than training them for promotion to management positions, and

Whereas, These 204-B employees are not adequately trained in disciplinary procedures, and

Whereas, Management now has policies in place which preclude promoting 204-B supervisors to permanent supervisory positions, and

Whereas, The information needed to properly assess potential discipline will invariably include personal and private information, which should not be made freely available to an employee’s co-workers, and

Whereas, As a result of the above-mentioned conditions, these 204-B supervisors are placed in the position of investigating their co-workers, and/or imposing discipline on their co-workers, which contributes to hostility in the workplace, therefore be it

Resolved, That employees who choose to act as 204-B supervisors shall not be permitted to participate in any facet of the disciplinary procedure, to include investigative interviews, official discussions, requesting disciplinary action, or issuing disciplinary action against other employees within the bargaining unit.

**Adopted 2004**

## **MANAGEMENT HELD ACCOUNTABLE FOR UNJUST DISCIPLINE**

**—79—**

Whereas, Article 16, Section 4 of the national agreement states: “. . . The effective date of the suspension will be delayed until after the disposition of the grievance, . . .” and

Whereas, This has resulted in a large issuance of “paper only” suspensions with no craft employee serving unpaid suspensions, and

Whereas, This has eliminated making whole the aggrieved including back pay with interest, and

Whereas, Management has used this to their advantage to issue discipline without just cause knowing there is no accountability or burden of financial restitution placed on them when the grievance is sustained, therefore be it

Resolved, That after the disposition of the grievances, and the discipline is found to be without just cause and the grievance is sustained, that the issuing party be held accountable for the issuance of the discipline and be it further

Resolved, That the issuing party be made to serve the suspension originally issued to the grievant without pay or compensation.

**Adopted 2004**

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## **TRANSITIONAL EMPLOYEES**

**—80—**

Whereas, The separation of Transitional Employees upon completion of their term and the decision to not reappoint Transitional Employees to a new term is not grievable and that Transitional Employees can arbitrarily be separated from the Postal Service at their five (5) day break in-service without “Just Cause,” therefore be it

Resolved, That Transitional Employees be entitled to all provisions of Article 16 and that Transitional Employees at their five (5) day break in-service be subject to the grievance-arbitration procedure provided for in the Collective Bargaining Agreement and cannot be discharged except for “Just Cause.”

**Adopted 2004**

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## **PYRAMIDING DISCIPLINE**

**—96—**

Whereas, The intent of discipline is to be corrective and not punitive, and

Whereas, The ability to pyramid discipline, for different offenses, could have an employee fired in less than a week, and therefore be it

Resolved, To add language in article 16.1 that states, “All discipline is to be progressive for the same offenses, and shall not be pyramided with different offenses.”

**Adopted 2006**

## **EMPLOYEE'S RIGHTS BEFORE POSTAL INSPECTOR'S OR THE OFFICE OF INSPECTOR GENERAL**

**—97—**

Whereas, The Office of Inspector General/Postal Inspector's are tasked with responsibility for internal investigations, therefore be it

Resolved, That American Postal Workers Union attempt to negotiate a mandate that the inspectors or Office of Inspector General must notify employees of their Weingarten Rights prior to an interview.

**Adopted 2006**

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## **REVIEW OF DISCIPLINE**

**—99—**

Whereas, Article 16.8 deals with the review of discipline and states: "In no case may a supervisor impose suspension or discharge upon an employee unless the proposed disciplinary action by the supervisor has first been reviewed and concurred in by the installation head or designee," and

Whereas, The reasoning behind the review and concurrence is to place a check and balance system designed to not allow supervisors to harass employees through unwarned disciplinary action, and

Whereas, This check and balance system is also needed for lesser disciplinary action, such as letters of warning, therefore be it

Resolved, That his paragraph will be changed to read: "In no case may a supervisor propose disciplinary action against an employee represented by the APWU unless that proposal has first been reviewed and concurred on in writing by the installation head or their designee." "In the event of the discipline being grieved the immediate supervisor must provide the steward with a copy of the written notice no later than the Step 1 answer due date."

**Adopted 2006**

## **HIRING DISABLED VETERANS**

**-275-**

*WHEREAS*, No language exists in the National Agreement regarding the enforcement of a Congressionally mandated hiring of 10% Disabled American Veterans into protected positions in the United States Postal Service, and

*WHEREAS*, Management is not actively seeking to hire our Disabled American Veterans into the Congressionally Mandated protected positions, therefore be it

*Resolved*, That the American Postal Workers Union negotiate the incorporation of language into the Collective Bargaining Agreement addressing enforcement of the congressionally mandated hiring of Disabled Americans Veterans into USPS protected positions, including but not limited to management actively canvassing Disabled American Veterans for the purpose of filling the congressionally mandated protected positions with 10% Disabled American Veterans.

**Adopted 2006**

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## **WEINGARTEN RIGHTS**

**-50-**

*WHEREAS*, many members are not aware of their rights when they are confronted by management, postal inspectors or the Office of Inspector General (OIG), and

*WHEREAS*, it is the union's responsibility to represent these employees and protect their rights, and

*WHEREAS*, the United States Postal Service is not required to make the employee aware of their Weingarten rights, therefore be it

*Resolved*; to add a second paragraph to Article 16 Section 1 to read, "When an employee is being questioned by management (including Postal Inspectors and Office of Inspector General (OIG) and the questioning and/or investigation could lead to the employee being issued discipline or have legal action taken against them, the employee must be made aware of their Weingarten rights prior to any questioning".

**Adopted 2008**

## **ARTICLE 17**

### **OFFICE SPACE FOR STEWARDS TO BE PROVIDED**

**—177—**

Whereas, Some locals are not provided with office space for stewards or are evicted from office space provided with little or no notice, therefore be it

Resolved, That the American Postal Workers Union seek to have office space provided for stewards in every installation where stewards are certified.

**Adopted 1998**

**Previously Adopted #212 1988**

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### **REPRESENTATION FOR MEMBERS AT LARGE**

**—179—**

Whereas, Members at large (MAL's) must now be represented by a regionally certified representative—not on the employers payroll, and

Whereas, There are occasions where Members at Large are capable of handling grievances for their own offices, and where they wish to do so, and

Whereas, It is not really necessary for State or National Officers to represent them—But if a grievance must be processed past Step 1 it is necessary, and

Whereas, In that case it just becomes an added expense, therefore be it

Resolved, To include language whereby Members at Large can be represented on the employer's payroll or by an outside steward not on the employer's payroll, but must be certified to the postmaster by the Regional

Coordinator or National Business Agent, and be it further

Resolved, That this maybe done orally but a written notification will be given regardless of whether or not the oral notification has been given.

**Adopted 1998**

**STEWARD RELEASE TIME GRIEVANCES TO BE APPEALED DIRECTLY TO STEP  
TWO**  
**—180—**

Whereas, Postal management has ignored the provisions of Article 17 of the Collective Bargaining Agreement as it relates to steward release during the past twenty-eight (28) years, and

Whereas, Postal management has forced grievances into arbitration and then subsequently ignores the awards of arbitrators, therefore be it

Resolved, That Article 17 shall include a sub-section which shall read; "Grievances relating to the denial/delay of steward release under this Article may be filed at Step 2 of the grievance procedure within 14 days of the date that the timely release was delayed/denied."

**Adopted 1998**

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**STEWARDS TRAVEL PAY SHOULD BE NEGOTIATED**  
**—181—**

Whereas, In many offices an adversarial atmosphere exists between management and the union,

Whereas, Management continually denies union representatives necessary time to process grievances as guaranteed by the National Agreement, therefore be it

Resolved, That when a union representative is required to travel between facilities within the jurisdiction of the Local Union for the purpose of processing grievances, that time in transit will be at the expense of the Postal Service.

**Adopted 1998**

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**TRANSITIONAL EMPLOYEES SHOULD HAVE JUST CAUSE RIGHTS REGARDING  
REAPPOINTMENT**

**—183—**

Whereas, The decision not to reappoint a Transitional Employee is not grievable, therefore be it

Resolved, That Transitional Employees be given Just Cause rights regarding reappointment.

**Adopted 1998**

## **USE OF FAX MACHINES AND E-MAIL TO BE ALLOWED**

**—184—**

Whereas, Communication is an essential part of the Labor/Management process, therefore be it

Resolved, That in Article 17, add language to include the use of Fax Machines and/or E-mail with out cost.

**Adopted 1998**

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## **ACCESS TO COMPUTERIZED DATA FOR STEWARDS**

**—76—**

Whereas, Management uses evolving technologies to establish more and more computerized records, therefore be it

Resolved, That Article 17 be modified to include "computerized records" as information items relevant and necessary to administering and enforcing the Agreement.

**Adopted 2000**

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## **AREA LOCAL REPRESENTATION**

**—77—**

Whereas, Area locals have jurisdiction over large geographical areas, and

Whereas, Existing language in Article 17, Section 2D actually restricts ability of the local to represent members in an expeditious manner, therefore be it

Resolved, That language in Article 17 be modified to allow area local Presidents to designate representatives for outlying offices in writing to the Postmaster in each installation represented by that area local and the representative shall be on the Postal Service payroll.

**Adopted 2000**

**PAYMENT OF STEWARDS DURING STEP ONE AND STEP TWO MEETINGS WILL  
BE AT SAME RATE AS MANAGEMENT REPRESENTATIVES**

**—78—**

Whereas, The American Postal Workers Union trains its stewards and officers that they are on equal status with their management counterparts when processing and discussing grievances, therefore be it

Resolved, That the American Postal Workers Union negotiate language into Article 17, Section 4 which will allow appropriate union representative at Steps 1 and 2 of the grievance process, to be paid for all hours spent discussing grievances at the same rate of pay as their respective management counterparts as long as the rate of pay is not less than what the union representative would be paid at his/her applicable rate, and be it further

Resolved, That the last paragraph under Article 17, Section 4 be deleted in its entirety.

**Adopted 2000**

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**REQUEST FOR STEWARD DUTY TIME GRANTED WITHOUT DELAY**

**—79—**

Whereas, This section should contain language stronger than “such request for stewards duty time shall not be unreasonably denied,” therefore be it

Resolved, That language be negotiated which reads “such requests for stewards duty time will be granted without delay.

**Adopted 2000**

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**UNION REPRESENTATIVE AT NCED**

**—80—**

Whereas, The American Postal Workers Union has members who attend the National Center for Education Development (NCED) on a year round basis, therefore be it

Resolved, That the American Postal Workers Union place a union representative on site at the NCED [to NEB]

**Adopted 2000**

## **ARBITRATION TECHNICAL ASSISTANTS TO BE ON THE CLOCK**

**—278—**

Whereas, Management allows their Technical Assistants to be on the clock during arbitration hearings, and

Whereas, It is important that bargaining unit employees have their day in court and have the best representation available, therefore be it

Resolved, All Technical Assistants for the Union who assist in arbitration will be allowed to be on the clock.

**Adopted 2000**

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## **PAYROLL DEDUCTION FOR UNION COMMUNITY FUND**

**—177—**

Whereas, Combined Federal Campaign includes anti-union charities, and

Whereas, Combined Federal Campaign has high administrative costs, and

Whereas, The AFL-CIO has developed a Union Community Fund that excludes anti-union charities, therefore be it

Resolved, That the American Postal Workers Union seek to achieve the AFL- CIO's Union Community Fund be included as a payroll deduction.

**Adopted 2002**

## **COMPENSATION FOR STEWARD/UNION TIME**

**—67—**

Whereas, The employer (United States Postal Service) recognized the American Postal Workers Union as the exclusive bargaining unit employees, and

Whereas, Stewards are designated for the purpose of investigating, adjusting and presenting grievances, and

Whereas, Under Federal Law all employees have the right to Union representation at any disciplinary or investigative interview, and

Whereas, Management must allow for steward representation, and

Whereas, Discipline is initiated by management, and

Whereas, Representation of offices that have no certified steward is provided at Union expense, and

Whereas, The expenses incurred by the Union are exhaustive and are incurred by the Union because of management's failure to work under the premise of the Collective Bargaining Agreement, and

Whereas, Management must be held accountable to failure to abide by the contract, therefore be it

Resolved, That all representation expenses (mileage, pay, per diems) be incurred by the United States Postal Service employer, and be it further

Resolved, That all travel time to and from these represented offices be on the employer's clock.

**Adopted 2002**

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## **ARTICLE 17.3 OFFICER PROTECTION**

**—81—**

Whereas, Officers as well as stewards can be impacted by reassignment, therefore be it

Resolved, That the American Postal Workers Union seek to expand the protections afforded under Article 17.3 to all union officials.

**Adopted 2004**

## **RETIRING EMPLOYEES**

**—83—**

Whereas, The Postal workforce is continually shrinking due to automation and outsourcing, and

Whereas, As a result of this the membership of the American Postal Workers Union is declining, and

Whereas, The number of retiring employees is growing, therefore be it

Resolved, Language be added to Article 17 of the Collective Bargaining Agreement to allow the Union to brief potential retiring employees to discuss their option to remain full-dues paying members of the American Postal Workers Union and to possibly form a local retiree's chapter.

**Adopted 2004**

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## **STEWARD TIME ON THE CLOCK**

**—84—**

Whereas, Management has agreed to a collective bargaining agreement with the American Postal Workers Union, and

Whereas, This agreement recognizes union steward representation of applicable crafts, therefore be it

Resolved, That mileage and time spent in travel to and from and in representation at an associate office or member-at-large postal facility for the purpose of union representation will be on the clock of the installation where the grievant is domiciled.

**Adopted 2004**

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## **REPRESENTATION**

**—101—**

Whereas, A local or area local president can currently designate a union officer, including himself to act as a steward within the installation where employed, and

Whereas, Steward certification for offices represented by an area local is the responsibility of the president of the area local, under regional agreements, therefore be it

Resolved, That the American Postal Worker Union negotiating team negotiate language that allows a local or area local president to act as a steward in any pay location that is a part of their local without having to certify himself.

**Adopted 2006**

## **STEWARD TIME ON THE CLOCK**

**—102—**

Whereas, The United States Postal Service has agreed to a collective bargaining agreement with the American Postal Workers Union, and

Whereas, This agreement recognizes union steward representation of applicable crafts, and

Whereas, The union has a right to investigate, present and adjust grievances on the clock, therefore be it

Resolved, The union stewards officially assigned to represent Associate Offices (AO) will be allowed to be on the clock—official union time—at such Associate Office while in the official capacity of a union steward at the Associate Offices, and be it further

Resolved, That the union official, at step 1 or 2 and grievant(s) time spent processing and investigating a grievance will be charged to the office where the grievance occurs or grievant works.

**Adopted 2006**

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## **ESCALATING REMEDY FOR ALL CONTRACT VIOLATIONS**

**—104—**

Whereas, The United States Postal Service management has demonstrated misconduct and has failed to abide by the Collective Bargaining Agreement, and

Whereas, Repeated contractual violations have run rampant and there is no deterrent in place to keep repeated violations from creating an unnecessary burden on the grievance process, therefore be it

Resolved, By instituting a substantial monetary penalty for violations of similar infractions, and be it further

Resolved, By multiplying the remedy amount by the number of previous infractions sustained through the grievance process for each individual supervisor whose violation caused the grievance to be initiated, and be it further

Resolved, that any newly negotiated language be included in the Joint Contract Interpretive Manual.

**Adopted 2006 as referred – Res #90**

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## **TIMELY/AUTOMATIC APPROVAL OF UNION LEAVE**

**—106—**

Whereas, Managers often play games with steward/officer release on leave, therefore be it

Resolved, That American Postal Workers Union seek to negotiate a firm release time for Steward Duty.

**Adopted 2006**

## **APPOINTMENT OF STEWARDS**

**-52-**

WHEREAS, Article 17.4 authorizes the postal service to pay the salary of a steward while that steward is handling, investigating or meeting with the employer concerning grievances, and

WHEREAS, it is an unfair burden on the finances of the union to pay for representation in small offices, and

WHEREAS, the current language in Article 17.2.C is too burdensome on the union, therefore be it

Resolved, that Article 17.2.C which 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” will be replaced with C, “To provide steward service to installations with twenty (20) or less craft employees where the union has no certified steward, the American Postal Workers Union’s will certify a steward in such offices and that steward will be compensated by the service in the same manner as a steward in a large facility as in Section 17.4”.

**Adopted 2008**

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## **DISTRICT REPS PERFORMING STEWARD DUTIES ON THE CLOCK**

**-54-**

WHEREAS, District Representatives cannot perform their steward duties while on the clock (per Article 17.2.C of the National Agreement), and

WHEREAS, we have a responsibility to provide the best support possible to all members, and WHEREAS, stewards in locals may perform steward duties on the clock, therefore be it

Resolved, that the National, Regional and State organizations be urged to pursue Memorandum of Understandings (MOUs) or Local Memorandum of Understanding (LMOUs) granting reasonable time to District Representatives to perform union steward duties while on the clock, as a local steward may.

**Adopted 2008**

## **ARTICLE 19**

### **ALLOWING BARGAINING UNIT EMPLOYEES TO CONVERT TO MAINTENANCE**

**—185—**

Whereas, The clerk craft is losing jobs and the maintenance craft is gaining jobs, therefore be it

Resolved, That the national bargaining committee work toward language to establish an on the clock training program to allow APWU bargaining unit employees to become qualified for maintenance positions.

**Adopted 1998**

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### **AUTOMATION DUTY GUIDELINES**

**—186—**

Whereas, Unlike Letter Sorting Machine (LSM) duty assignments, most automated assignments lack necessary guidelines concerning rotation, breaks and other specifics, therefore be it

Resolved, That the American Postal Workers Union negotiate terms to sufficiently cover automated duty assignments and/or establish a joint committee to develop necessary guidelines.

**Adopted 1998**

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### **DEPENDENT CARE**

**—187—**

Whereas, Additional dependant care costs incurred during mandatory training may result in a financial hardship 61 for the employee, and

Whereas, Qualified employees may be excluded from applying for promotions due to the financial hardship of additional dependant care, and

Whereas, The pool of qualified applicants available for vacancies may be reduced due to the reluctance of employees because of the cost, therefore be it

Resolved, Reimburse employees for “additional” dependant care cost incurred while attending training.

**Adopted 1998**

## **HANDBOOKS FOR COMPUTER FORWARDING SYSTEM**

**—189—**

Whereas, Unlike Letter Sorting Machine (LSM) duty assignments, most Central Forwarding System (CFS) assignments lack the necessary guidelines concerning breaks, rotation, and other specifics, therefore be it

Resolved, That the American Postal Workers Union negotiate guidelines to sufficiently cover all CFS assignments.

**Adopted 1998**

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## **HIGHER RETIREMENT BENEFIT FOR CLERKS IN HIGHER LEVEL RELIEF BID ASSIGNMENTS**

**—190—**

Whereas, Many full-time regular clerks are encumbered in a Relief Bid Assignment with required higher level duties, and

Whereas, The retirement benefit calculation for clerks occupying relief positions does not compensate them for years or hours of work in the higher level assignment, therefore be it

Resolved, That all clerks who are incumbents in Relief Bid Assignments which require higher level work as a regular part of the bid assignment be entitled to a higher calculation of their retirement benefits.

**Adopted 1998**

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## **IMPROVE POSTAL SERVICE FORM 3971**

**—191—**

Whereas, Postal Service Form 3971 (PSF 3971) is an important document used by members, and

Whereas, Employees are often not given a copy of the PSF 3971 when it is turned in or when the leave is denied or approved, therefore be it

Resolved, That the American Postal Workers Union negotiate that PSF 3971 be made in carbonless triplicate form, and be it further

Resolved, That one (1) copy will go to the employee, when the PSF 3971 is turned, in which includes the Supervisors signature and date, with one (1) copy going to the employee when approved or disapproved and the final copy going to timekeeping. Manuals that refer to PSF 3971's will be changed accordingly.

**Adopted 1998**

## **INTEGRITY OF RANDOM DRUG AND ALCOHOL TESTING**

**—192—**

Whereas, There is no way to successfully assure that tests are really random, therefore be it

Resolved, That the American Postal Workers Union negotiate better safeguards to ensure accountability of testing processes.

**Adopted 1998**

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## **REIMBURSEMENT FOR EDUCATION TUITION**

**—195—**

Whereas, In previous contracts, benefit compensation for education at public universities or colleges was included in the contract, and

Whereas, Today, postal workers require education for advancement in technical and supervisory jobs, therefore be it

Resolved, Full reimbursement of tuition and books for college or university level courses taken and passed by all career employees will be sought in negotiations.

**Adopted 1998**

## **SEVERANCE PAY FOR EMPLOYEES SEPARATED DUE TO AUTOMATION**

**—196—**

Whereas: The Postal Service goal is to be (100%) automated, and

Whereas, This automation is designed to move more mail with less people, thus creating the very distinct possibility of separation from the Postal Service for some employees, and

Whereas, Comparable employment has gotten much harder to come by since Employee and Labor Relations Manual (ELM) 435.23 was last updated, and

Whereas, It may be more beneficial for the Postal Service to eliminate higher paid( higher seniority) employees, therefore be it

Resolved, That the American Postal Workers Union seek changes in the ELM 435.23 to read: “The employee Is created with three (3) weeks basic compensation (the weekly basic rate of pay, excluding COLA, in effect at the time of separation) for each year of creditable service up to ten (10) years. The employee is credited with five (5) weeks basic compensation for each year of creditable service In excess of ten (10) years.

Each three (3) month period of service that exceeds one (1) or more full year of service is computed as twenty-five percent (25%) of a full year,” and be it further Resolved, That ELM 435.12 be added to the ELM Section 435 to state: “Before any employees are separated, volunteers willing to take voluntary separation will be allowed to exercise that option by seniority.

Employee(s) shall be eligible for severance pay as outlined in ELM 435.23 as amended above.

**Adopted 1998**

**Previously Adopted #174 1990**

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## **SEVERANCE PAY SHOULD INCLUDE EARNED LEAVE**

**—197—**

Whereas, Mechanical and technological changes in the Postal Service are reducing the number of employees required to maintain the efficiency of operations, and

Whereas, Severance pay benefits outlined in the Employee and Labor Relations Manual do not allow for reimbursement payment for earned benefits (e.g., payment for unused sick leave), therefore be it

Resolved, That the American Postal Workers Union attempt to negotiate changes in Section 435 of the Employee and Labor Relations Manual which will provide reimbursement for accrued annual and sick leave for employees who are involuntarily laid off.

**Adopted 1998**

## **EMERGENCY ANNUAL LEAVE**

### **L -R 7**

Whereas, the issue of emergency annual leave is looked upon by management as a red infraction on the employee's 3972 (attendance profile), and charged against the employee when being disciplined even though it was out of anyone's control being as it was an emergency, and required documentation by said employee to management's satisfaction, before approval is granted, and

Whereas, the ELM section 512.412 states that emergencies are no exception to advance leave; be it therefore

Resolved, that from the stand point of the Detroit Area APWU, AFL-CIO, any emergency annual leave that is required to be documented by management and is accepted as satisfactory by management, will not be used as a part of discipline by management toward the employee; and be it further

Resolved, that this Resolution by referred to the APWU National Convention in July 98, and adopted as the official position of our union.

**Adopted 1998**

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## **ADDITION TO LEVEL 9 JOB DESCRIPTION**

### **—81—**

Resolved, That the words "Office Equipment" be added to the functional purpose in level 9 job descriptions.

**Adopted 2000**

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## **MAINTAINING PAY STATUS WHILE RECEIVING MEDICAL ATTENTION**

### **—82—**

Whereas, The contract, as referenced in the ELM 519.62, does not clearly provide that employees will be on the clock when ordered to receive medical attention, therefore be it

Resolved, That when an employee is directed by the Postal Service to receive medical attention, all time spent in compliance with the order will be on the clock even if overtime is required, even if overtime was not assigned prior to the injury and subsequent medical referral.

**Adopted 2000**

## **MAINTENANCE CRAFT STAFFING CRITERIA**

**—83—**

Resolved, That the American Postal Workers Union will seek to negotiate requirements that all Maintenance Craft union time be included in maintenance staffing criteria.

**Adopted 2000**

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## **MANAGEMENT MUST BE ACCOUNTABLE FOR DIGNITY AND RESPECT IN THE WORKPLACE**

**—84—**

Whereas, The Postal Service has not embraced the principle of dignity and respect for postal workers, and

Whereas, Respectful treatment of employees is essential if employees are to be expected to respect managers and consider the post office a work place in which they can take pride, therefore be it

Resolved, That the American Postal Workers Union urge management to make good faith efforts to foster dignity and respect in the work place by:

1. Making employee evaluation of supervisors' respectful attitudes toward employees a factor in promotions;
2. Disciplining supervisors for disrespectful behavior toward bargaining unit employees in the same manner as bargaining unit employees are disciplined for insubordination and disrespect for supervisors.

**Adopted 2000**

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## **MISPLACED IDENTIFICATION BADGE**

**—85—**

Whereas, The requirement to use an identification badge to enter postal facilities places the burden of identity on the employee, therefore be it

Resolved, That the burden of identity will be placed on the Postal Service when an employee arrives at work without his/her identification badge, and be it further,

Resolved, The Postal Service will identify the employee and the employee will be allowed to report for work without delay, which could eliminate the possibility of disciplinary action for employees who misplace identification badges.

**Adopted 2000**

## **VOLUNTARY DEMOTION**

**—86—**

Whereas, When postal employees accept a voluntary demotion to enter the Maintenance Craft their new step is calculated using the first method in section 422.252b of the Employee and Labor Relations Manual which calculates the step as if the employee had always been at the lower level, therefore be it

Resolved, When postal employees accept voluntary demotions in order to enter the Maintenance Craft, the second method for computing their new step at the lower level will be used instead of the first method in the Employee and Labor Relations Manual, paragraph 422.252b.

**Adopted 2000**

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## **CHANGE AGE LIMIT FOR DEPENDENT CHILD CARE UNDER THE FAMILY MEDICAL LEAVE ACT**

**—279—**

Whereas, The Family Medical Leave Act (FMLA) and contractual provisions for Sick Leave for Dependent Care stipulate that a dependent child qualifies for coverage through the age of seventeen (17) years, and

Whereas, Postal Service employees with a dependent child eighteen (18) years or older fail to qualify for FMLA and/or Sick Leave for Dependent Care, and

Whereas, The way it stands today a postal employee will be denied FMLA and/or Sick Leave for Dependent Care because their child is eighteen (18) years old. At the same time another Federal Agency, the Internal Revenue Service (IRS), considers a child to be a dependent of the parents until he/she finishes school, and

Whereas, The majority of medical insurance companies allows parents to claim children who are attending school as dependents until the age of twenty-three (23). However a child living at home since birth, a senior in High School who is eighteen (18) years old will fail to meet the criteria for FMLA and/or Sick Leave for Dependent Care, therefore be it

Resolved, The Union will seek to negotiate with the Postal Service to increase the age for coverage of dependent children to twenty-three (23) regarding criteria needed to qualify dependent children for FMLA and/or Sick Leave for Dependent Care, that will be consistent with the criteria for coverage of dependent children under medical insurance policies, and be it further

Resolved, That Postal Employees will be able to qualify for FMLA and/or Sick Leave for Dependent Care in order to take care of their dependent children who live at home, are going to school and are dependent on their parents, and be it further

Resolved, That the American Postal Workers Union makes this a paramount issue when negotiating the upcoming Collective Bargaining Agreement.

**Adopted 2000**

**INCLUDE POSTAL EMPLOYEES WHEN PRESIDENTIAL EXECUTIVE ORDER  
GRANTS HOLIDAYS**

—280—

Whereas, All American Postal Workers Union represented employees are covered as Federal Employees under provisions of respective applicable federal retirement systems in effect under current federal law (Civil Service Retirement System and Federal Employee Retirement System, respectively), and

Whereas, All American Postal Workers Union represented postal employees are considered to be federal employees under provisions set forth by the Federal Employee Compensation Act, as amended, and by the Federal Employee Group Life Insurance (FEGLI) and Federal Employees Health Benefits Plan (FEHBP), and

Whereas, All American Postal Workers represented employees are treated as federal employees and are restricted from full independent political activity by the Hatch Act, therefore be it

Resolved, That the American Postal Workers Union National Executive Board negotiate payment of full salaries and benefits to all American Postal Workers Union represented employees when the President of the United States signs a Presidential Executive Order declaring an additional paid holiday for federal employees.

**Adopted 2000**

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**INCORPORATE ALL PROVISIONS IN THE FEDERAL MOTOR CARRIER SAFETY  
REGULATIONS BOOK**

—281—

Whereas, Certain postal employees are required by Department of Transportation (DOT) Regulations to maintain and possess a Commercial Drivers License (CDL), and

Whereas, These employees are required to submit to DOT physicals that can medically disqualify employees from their duties, and

Whereas, Federal Motor Carrier Safety Regulations is the standard the Postal Service uses as a guide for Implementation of DOT Regulations and

Whereas, The Postal Service does not utilize the Regional Director of Motor Carriers to grant waivers for certain physical defects, although according to Federal Motor Carrier Safety regulations it is permissible, and

Whereas, This is the appropriate appeal process for DOT and CDL physical issues which would give employees an impartial review and eliminate improper and inaccurate, medical evaluations and opinions from postal medical personnel, therefore be it

Resolved, The Union will seek to negotiate incorporation of provisions of Federal Motor Carrier Safety Regulations that allow for a review and waiver of certain physical defects that would not affect ability of the employees to safely operate the equipment in the contract.

**Adopted 2000**

## **NOTIFICATION TO THE UNION WHEN MAINTENANCE STAFFING SURVEYS ARE SCHEDULED**

**—282—**

Whereas, The Maintenance Staffing Package and the MS-47 Handbook establish the criteria for determination of adequate staffing needed to maintain the efficiency of an installation, and

Whereas, Management continually under staffs facilities and the union continually files grievances against management's Under staffing of the Maintenance Craft, and

Whereas, Management is required to initiate a new staffing survey when major processing changes and/or changes in the Maintenance Craft occurs, and

Whereas, There are no requirement for management to notify the union when a new staffing survey has been initiated and/or completed, and

Whereas, These staffing survey results are essential for maintenance staffing grievances, therefore be it

Resolved, That the American Postal Workers Union negotiate language requiring management to notify the local union when staffing surveys are conducted, be it further

Resolved, That management supply the local union with copies (the computerized version and hard copy version) of all staffing reports.

**Adopted 2000**

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## **ON-SITE CHILD CARE**

**—283—**

Whereas, It is becoming increasingly more common for employers to provide child care for the children of employees, and

Whereas, Even large federal employers, such as the military services, provide some type of on-site child care for dependent children of those assigned to military installations, and

Whereas, A large percentage of the postal work force actually works during the afternoon or night shifts, when many child care providers are unavailable, and

Whereas, Reliable child care is a serious concern for families and for our society as a whole, and

Whereas, The lack of dependable child care is one of the primary causes of irregular attendance among employees with dependent children, and

Whereas, Separate memorandums of understanding in the last National Agreement as well as earlier National Agreements have failed to produce any useful results and this problem continues to hamper the lives of all postal employees who happen to be parents, therefore be it

Resolved, That the Rank and File Bargaining Committee under the direction of the President shall negotiate with the Employer to provide on-site, licensed and qualified child care for all installations of two hundred (200) man years or more, at no charge to the employee.

Additionally, some form of employer funded child care will be negotiated for employees in smaller installations.

**Adopted 2000**

## **PAYCHECK PRIVACY**

**—284—**

Whereas, Both authorized and unauthorized personnel are allowed to look at and distribute employee pay checks or stubs, and

Whereas, It is a well known fact that postal managers tend to have "big mouths" and use no discretion regarding divulging private business of employees, and

Whereas, Pay checks are generally sitting in an open office somewhere, and

Whereas, Checks and stubs are generally given out on the workroom floor, and

Whereas, Every employee has the right to privacy regarding information disclosed on their pay checks, therefore be it

Resolved, The Postal Service will hand paychecks and stubs out in sealed envelopes.

**Adopted 2000**

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## **TEN HOUR REST PERIOD BETWEEN TOURS**

**—70—**

Whereas, There is currently no limit of rest hours between work hours, and

Whereas, Postal employees health and safety may be at risk, therefore be it

Resolved, The American Postal Workers Union seek a minimum of an ten (10) hour rest period between work hours, and be it further

Resolved, That this limit not change any current Local Memorandum of Understanding provisions which achieve greater hours between work hours.

**Adopted 2002**

**Previously Adopted**

## **RETURN TO DUTY**

**—73—**

Whereas, The work force is getting older, and  
Whereas, More employees are getting injured on and off the job, and  
Whereas, Employees want to work and not be delayed in their returning to work, therefore be it

Resolved, That the following language be negotiated into the Collective Bargaining Agreement, and be it further

Resolved, To avoid undue delay in returning an employee to duty, the on-duty medical officer, contract physician, or nurse should review and make a decision based upon the presented medical information the same day it is submitted, and be it further

Resolved, The employee will be returned to work on his/her next scheduled tour of duty or the date stated in the medical documentation

**Adopted 2002**

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## **INCORPORATE DEPARTMENT OF TRANSPORTATION LANGUAGE INTO CONTRACT**

**—74—**

Whereas, The Department of Transportation is a department of the Federal Government, and  
Whereas, The Department of Transportation sets and enforces regulations nationwide, and  
Whereas, The United States Postal Service is not mandated or required to follow the Department of Transportation regulations, and

Whereas, The United States Postal Service only uses the regulations that are favorable to themselves, therefore be it

Resolved, That the Department of Transportation regulations be incorporated under Article 19 into Handbooks and Manuals.

Resolved, That APWU negotiate more favorable Department of Transportation regulations into Handbooks and Manuals.

**Adopted 2002**

## **PROTECT CUSTODIAL STAFFING LEVELS**

**—75—**

Whereas, Protection for custodial work has been eroded when there was a departure from the 24 hour memo to the 32 hour memo to the 39 hour memo to the square footage formula, and

Whereas, The 1983 MS-47 Handbook is unilaterally being replaced by management reducing cleaning frequency, staff and overall cleanliness of the workplace, and

Whereas, Custodial-Laborer position descriptions encompass much more work that subcontractors can perform including recycling, and

Whereas, Management continues to ignore military veterans, qualified disabled persons, and in general, all those who would seek career opportunities toward higher level positions in maintenance will be negatively affected by management's unilateral actions, therefore be it

Resolved, That the American Postal Workers Union national officers use every tool and resource available including lawsuits, military service organizations, and legislative contacts to bring the United States Postal Service into compliance with standards outlined in the 1983 MS-47. And be it further

Resolved that the National Union shall attempt to include that the term 'voluntary attrition' does not include a bid by an employee.

**Adopted 2002**

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## **POTENTIAL LOSS OF STEPS**

**—77—**

Whereas, Currently when promoted or changing levels or occupational groups in the Maintenance Craft, the steps are often lowered, and

Whereas, It is an advantage to employees within the Maintenance Craft to advance through movement within the craft, therefore be it

Resolved, That steps not be lowered when any craft employees change occupational groups or levels.

**Adopted 2002**

## **FAMILY MEDICAL LEAVE COORDINATOR**

**—78—**

Whereas, The Family and Medical Leave Act is not a negotiated right, it is a Federal Law with rules and regulations, and

Whereas, The United States Postal Service cannot implement its own rules and regulations in regards to Family and Medical Leave to dissuade employees in using the Family and Medical Leave Act, therefore be it

Resolved, That the American Postal Workers Union seek to negotiate the abolishment of the Family and Medical Leave Act Coordinator and follow the Department of Labor rules and guidelines pertaining to the Family and Medical Leave Act.

**Adopted 2002**

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## **ATTENDANCE CONTROL OFFICE**

**—79—**

Whereas, Sick leave and annual leave are a contractually earned right, and

Whereas, The attendance control office takes supervisors duties and responsibilities from them, in that they have no final decision in approving or not approving employees leave request, and

Whereas, Attendance control tactics and questioning of employees is harassment of employees to dissuade them from using their contractual right of taking leave, therefore be it

Resolved, That the American Postal Workers Union actively pursue that the attendance control program elimination and the employee's immediate supervisor be responsible for employees leave request decisions.

**Adopted 2002**

## **COURT LEAVE**

**—82—**

Whereas, Section 516 of the Employee and Labor Relations Management allows employees on jury duty to change their work schedule to conform to the hours of court service and take court leave for the time they are in court, and

Whereas, The regulations seem to imply, but do not specifically state, that an employee whose off days are not on the weekend may revise their off days as well, and

Whereas, Postal management in many installations refuses to accommodate such requests, and

Whereas, Employees are summoned for jury duty sometimes on their non-scheduled days no matter what shift they work, and

Whereas, The refusal of management to accommodate such requests can result in a person having to work, in effect a double shift (e.g., coming to work at 2000 Friday night for Saturday tour after being in court until 1650, and

Whereas, Any tour one employee who has to work on Sunday will be extremely drowsy in court Monday morning, and

Whereas Jury duty is a serious responsibility in which both the accused and the crime victim's family deserve nothing less than the full attention of all 12 jurors, and

Whereas, The Postal Service should be in the forefront in terms of encouraging its employees to fulfill their civic duty responsibly, therefore be it

Resolved, That contractual language be obtained giving employees the option of revising their off days, as well as their hours, when they are on jury duty.

**Adopted 2002**

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## **OUT OF SCHEDULE PAY FOR PART-TIME REGULARS**

**—21—**

Whereas, Full-time regular clerks are given out of schedule pay when their schedules have been changed per 434.611 of the Employee Labor Manual, and

Whereas, Part-time regulars now have fixed schedules: fixed days off and fixed hours just as our brother and sister full-time regulars, and

Whereas, There are times that a part-time regular is needed to fill in for sick leave or annual leave purposes which could create different days off and different hours, therefore be it

Resolved, American Postal Workers Union negotiate to change the language in the appropriate handbooks and manuals making part-time regulars eligible for penalty pay.

**Adopted 2004**

**Previously Adopted Resolution #50 – 1992 Convention**

## **ANNUAL LEAVE SELLBACK**

**—86—**

Whereas, The current allowable amount of annual leave carryover for bargaining unit employees is 55 days (440 hours) as described in ELM 512.321 and MOU page 298 of the Collective Bargaining Agreement, and

Whereas, The current allowable amount of annual leave carryover for Non-bargaining unit employees is 70 days (560 hours), and

Whereas, The current annual leave exchange for bargaining unit employees is a maximum of forty (40) hours of annual leave provided that the employee must be at the maximum leave carryover ceiling at the start of the leave year and the employee must have used fewer than 75 sick leave hours in the leave year immediately preceding the year for which the leave is exchanged as described in the Memorandum of Understanding on page 296 of the Collective Bargaining Agreement, and

Whereas, The current annual leave exchange for Non-bargaining unit employees is from eight (8) to one hundred and four (104) hours of annual leave they will earn during the next year as described in ELM 512.633, therefore be it

Resolved, That Bargaining unit employees be given the same advantages as Non-bargaining unit employees with respect to their annual leave carryover, that being five hundred and sixty (560) hours, and be it further

Resolved, That Bargaining unit employees be given the same advantages as Non-bargaining unit employees with respect to the amount of hours allowed in the annual leave exchange program, that being one hundred and four (104) hours.

**Adopted 2004**

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## **ANNUAL LEAVE SELLBACK OPTION**

**—87—**

Whereas, The Annual Leave Exchange program allows employees to sell back Annual Leave they will earn in the upcoming leave year, and

Whereas, It is difficult to project possible emergencies in the upcoming year, and

Whereas, Annual Leave is frequently denied due to operational needs, therefore be it

Resolved, That employees have the option to sell back annual leave in excess of the allotted annual leave carryover limit at the end of the leave year.

**Adopted 2004**

## **DATA PAGERS FOR DEAF AND HARD OF HEARING**

**—88—**

Whereas, Management has the latest technology available for communicating to hearing employees, but not for the deaf and hard of hearing employees, and

Whereas, The communication barrier still exists between supervisors and the deaf and hard of hearing employees, and

Whereas, Most recent technology for the deaf and hard of hearing community is data pagers, and

Whereas, These pages can be used for fire alarms, emergency situations, emergency calls, 2-way communication, work related situations, and

Whereas, These pagers have been researched by the American Postal Workers Union Deaf and Hard of Hearing Task Force and proven successful, therefore be it

Resolved, That American Postal Workers Union negotiate to have the postal service provide data pagers to all deaf and hard of hearing employees to improve communications.

**Adopted 2004**

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## **DETAILED STATEMENTS REFLECTING ADJUSTMENTS AND MONETARY SETTLEMENTS**

**—89—**

Whereas, Multiple adjustments and monetary settlements are included in the employee's regular paycheck without distinction, therefore be it

Resolved, By having a detailed statement reflecting each action that was taken.

**Adopted 2004**

## **DISTRICT 204-B ACCESS TO OFFICIAL PERSONNEL FILES**

**—90—**

Whereas, Management is utilizing 204-B supervisors as relief supervisors, rather than training them for promotion to management positions, and

Whereas, Management now has policies in place which preclude promoting 204-B supervisors to permanent supervisory positions, and

Whereas, These 204-B employees are not adequately trained regarding issues of privacy, and

Whereas, The transitory nature of the supervisory duties of 204-B employees negates any reasonable assumption that they have a proper “need to know” regarding private and personal information related to their co-workers, and

Whereas, It is there inappropriate for 204-B employees to have access to personal information regarding their co-workers, therefore be it

Resolved, That employees who choose to act as 204-B supervisors shall not be permitted access to any private or personal information without the express written permission of the affected employee. Such restriction to specifically include all documents or records that contain medical information of any kind, all information pertaining to requests for Family Medical Leave Act certification or leave, and all information contained within employee’s Official Personnel Files.

**Adopted 2004**

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## **E TRAVEL REIMBURSEMENT**

**—91—**

Whereas, Management frequently commits errors in the processing of E travel, therefore be it

Resolved, That the Postal Service should assume all liabilities and penalties incurred as a result of violations (including IRS penalties).

**Adopted 2004**

## ON THE SPOT ADJUSTMENTS

—94—

Whereas, It is now clear that many postal managers are incapable of accurately encoding proper time records into the TACS. Grievances have been initiated and denied at most post offices where skilled bargaining unit employees were previously responsible for inputting time and attendance data. Thus, it is Management's senseless action to take this responsibility away from competent bargaining unit employees and give to inept supervisors, and

Whereas, The incompetence of supervisors performing TACS functions has frequently resulted in shortages in employees' paychecks on payday, and

Whereas, Currently, the only corrective action is to initiate pay adjustments that result in untimely payments of money due to the employee on payday. Thus, a supervisor can even use this as an unofficial means to discipline an employee; or, at the very least, cause temporary financial hardship to an out of favor employee, therefore be it

Resolved, The American Postal Workers Union shall negotiate language in the National Agreement that will mandate, 100% on the spot cash payment, to any employee that experiences a paycheck shortage caused by the incompetence or negligence of Management.

**Adopted 2004**

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## RETURN TO DUTY AFTER EXTENDED ILLNESS OR INJURY

—95—

Whereas, The provisions contained ELM 865 (Return to Duty After Extended Illness or Injury) have allowed agents of the USPS (supervisors, managers, and medical personnel) to abuse, harass, and discriminate against our members, and

Whereas, Management has forced employees with life long medical conditions such as diabetes to be cleared through the medical unit prior to returning to work after absences for regularly scheduled appointments or for absences not related to diabetes, and

Whereas, Some members of management have considered illnesses such as colds or the flu to be included among communicable or contagious diseases and forced those employees to be cleared through the medical unit prior to returning to duty, and

Whereas, There are numerous other examples of abuses by management in delaying employees returning to duty, and

Whereas, These abuses have a negative impact on our members lives and cause unnecessary delays in their returning to work which can lead to lost workdays without pay for our members, therefore be it

Resolved, That section 865 of the ELM be changed to read that only employees returning to work with documented medical restrictions and/or limitations will be required to clear through the medical unit prior to their return to duty.

**Adopted 2004**

## **SAFETY CONCERNS REGARDING “GAYLORDS”**

**—97—**

Whereas, The cardboard containers known as, “Gaylords” are being used more and more, both in plants and in associate offices, despite the absence of any mention of them in the Container Methods Handbook PO 502, and

Whereas, The improper usage of such containers is rampant, particularly in smaller offices, resulting in unsafe work practices and increased injuries, and

Whereas, Many offices do not have the mechanized equipment intended for use with such containers, such as the container tilters, therefore be it

Resolved, That the American Postal Workers Union at the National level initiate an Article 14 grievance concerning the widespread unsafe usage of “Gaylords,” and be it further

Resolved, That the American Postal Workers Union at the National level seek the inclusion of “Gaylords” in the Container Methods Handbook PO 502.

**Adopted 2004**

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## **SERVING AS AN ELECTION JUDGE**

**—98—**

Whereas, Minnesota Statute states:

“An individual who is selected to serve as an election judge may, after giving an employer at least 20 days written notice, be absent from their place of work for the purpose of serving without penalty (MS 204b.195).” This means an employer must pay the employee their normal wage when serving as an election judge. The employer may reduce the salary or wages of an employee serving as an election judge by the city during the time the employee was absent from work, and

Whereas, The United States Postal Service is not required to approve time off to serve as an election judge or to compensate an employee serving as an election judge, therefore be it

Resolved, That the American Postal Workers Union negotiate that the United States Postal Service must provide the appropriate leave and appropriate compensation to allow employees to serve as election judges without penalty.

**Adopted 2004**

## **TRANSITIONAL EMPLOYEE MOU**

**—100—**

Whereas, Many postal employees begin their postal careers as Transitional Employees (TE's), and

Whereas, Transitional Employees do not presently receive service credit for Retirement and Annual Leave, therefore be it

Resolved, That the existing language contained in the Memorandum of Understanding, currently on page 274/275 of the National Agreement, a new section 5 which shall read, "That ALL service performed by a Transitional Employee – excluding any interruptions or breaks in service between appointments – be creditable for Retirement and Annual Leave purposes, upon said Transitional Employee's conversion to a career bargaining unit position. This resolution shall be retroactive to any current and former, Transitional Employee's original date of hire."

**Adopted 2004**

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## **UNION ACCESS TO UNITED STATES POSTAL SERVICE INTRANET**

**—103—**

Whereas, Many postal manuals and handbooks and instructions are only available on the United States Postal Service intranet (Postal Blue), therefore be it

Resolved, That the American Postal Workers Union negotiate American Postal Workers Union's access to the United States Postal Service intranet.

**Adopted 2004**

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## **USE OF EMPLOYEE IDENTIFICATION NUMBERS**

**—107—**

Whereas, Identity theft is a serious crime that causes undue hardship for the victim, and

Whereas, The most prevalent way to steal someone's identity is through the use of a social security number, and

Whereas, The United States Postal Service continues to require the use of social security numbers for employee identification on all postal forms, and

Whereas, These forms are not secured at all times, and

Whereas, The United States Postal Service has issued employee identification numbers (EIN) to all employees, therefore be it

Resolved, That the American Postal Workers Union will immediately negotiate with the United States Postal Service that employee identification numbers be used on all postal forms (electronic and hard copy) in place of social security numbers.

**Adopted 2006**

## **ELIMINATION OF EAS POSITIONS**

**—108—**

Whereas, Craft positions are being eliminated, and

Whereas, More craft positions are being targeted for elimination, and

Whereas, According to the United States Postal Service NewsLINK on April 12, 2006 in the “Did You Know?” feature that “more than 74,000 employees are in the USPS pay-for-performance program,” and

Whereas, 74,000 employees represent more than 10% of the total work force in the United States Postal Service and

Whereas, Paying for undeserved bonuses is historically a poor business practice, and

Whereas, Paying an excess number of executive salaries is poor business practice, and

Whereas, The United States Postal Service has been adamant concerning the desire to be run like a business’ therefore be it

Resolved, That EAS positions be eliminated by a percentage at least equivalent to the rate of loss of craft positions.

**Adopted 2006**

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## **TIME LIMITS ON BLOOD LEAVE**

**—109—**

Whereas, The United States Postal Service encourages donations of Bone Marrow, Stem Cells, Blood Platelets and Organs for the “Health and Security of the Postal Employee’s Community” and

Whereas, The time limits in Section 519 of the United States Postal Service Employee Labor Manual (ELM) have been lessened since the last national Contract and

Whereas, The United States Postal Service, as one of the largest employers in the world, may set an example for all employers by encouraging more of these type donations for the betterment of world health, therefore be it

Resolved, That the American Postal Workers Union insist that the limits in Section 159 be returned to those prior to changes made in year 2000 and that every effort be made by the United States Postal Service to increase the hours granted in order to increase the amount of donations made by employees to these worthwhile programs.

**Adopted 2006**

## **NATIONAL FUEL PROGRAM**

**—110—**

Whereas, The United States Postal Service currently uses/has a contract with Fuelman (or another provider) to purchase fuel for the transportation and delivery vehicle fleet, and

Whereas, Due to the size of the United States Postal Service, they currently purchase/buy gas in bulk at such an enormous quantity that their price per gallon is well below the cost which Employees pay at the retail pump, and

Whereas, Currently, prices for regular unleaded gas is \$2.95 in some locations, and in many parts of the country have reached over \$3.25 a gallon, with projections of reaching \$4.00 by the end of summer in some isolated locations, and

Whereas, Due to employees being excessed, and because of some employees' choice, some live in excess of 50 miles from their workplace, which has caused a definite increase in their fuel costs, and

Whereas, Due to the recent surge in price, many employees are finding their budget dollars being stretched to the point, that many are utilizing more credit and thus putting themselves in more financial difficulty, and

Whereas, By allowing employees to join the national program, the Postal Service could set up allotments directly into their accounts, and with modern technology and accounting practices, keeping track of an individual's account would be quite easy, therefore be it

Resolved, That the American Postal Workers Union negotiate with the United States Postal Service to allow United States Postal Service employees the option of buying into the Fuelman (or other local) program to help them save money and reduce costs, and be it further

Resolved, If this cannot be negotiated with the United States Postal Service, that the American Postal Workers Union shall contact national providers (e.g. Fuelman), arrange a program, and offer this service to its members using the buying power of the Union and its members.

**Adopted 2006**

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## **ANNUAL LEAVE CARRYOVER DURING RETIREMENT YEAR**

**—111—**

Whereas, There is an inequity as to bargaining unit employees versus managers with regard to leave carryover in the retirement year affecting their terminal leave pay, and

Whereas, Management is paid for all leave hours over their maximum carryover amount (currently at 560 hours) while bargaining unit employees lose the hours over their maximum carryover amount (currently at 440 hours), therefore be it

Resolved, to seek and negotiate the appropriate handbook revisions to make treatment of bargaining unit and management employees equitable in that bargaining-unit employees are also compensated for all hours over their maximum carryover amount at retirement.

**Adopted 2006 as referred - Resolution #69**

## **MODIFY RULES FOR DONATED LEAVE**

**—112—**

Whereas, The current language does not allow enough flexibility for employees to donate leave to other employees, therefore be it

Resolved, to seek and negotiate modifications to the current donated leave program to allow for timely leave notice, and be it further

Resolved, To negotiate an expansion of the leave program to allow donations of increments of less than eight (8) hours, and be it further

Resolved, To negotiate an expansion of the program to allow for nationwide donation of leave, and be it further

Resolved, To negotiate an expansion of the program to allow for the donation of sick leave, and be it further

Resolved, That the American Postal Workers Union negotiate modifications that would put any donated annual leave or sick leave into the employee's regular annual leave or sick leave account rather than into a separate account.

**Adopted 2006**

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## **RECOGNITION OF “BROTHERS AND SISTERS” FOR DEPENDENT CARE**

**—113—**

Whereas, The National Agreement has a provision for “Sick Leave for Dependent Care,” and

Whereas, The definition of “family member” is limited by the Employee Labor Relations Manual Section 515.2, and

Whereas, Many families have close relationships with their brothers and sisters and others related by blood or affinity equal to a family relationship, therefore be it

Resolved, seek and negotiate that the Memorandum for Sick Leave for Dependent Care and Section 515.2 of the Employee Labor Relations Manual be changed to reflect a new definition of “family member” to read as follows:

Spouse, and parents thereof

Children, including adopted children and spouses thereof,

Parents

Brothers, sisters and spouses thereof, and

Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

\*Change in definition has already been adopted by Rural Letter Carriers Union

**Adopted 2006**

## **EMPLOYER CONTRIBUTIONS TO THE FEHB DENTAL AND VISION PROGRAM**

**—114—**

Whereas, The employer benefits from an employee who is healthy, and

Whereas, The employer also benefits from an employee whose family is healthy, and

Whereas, Dental and vision are part of overall general health, and

Whereas, The FEHB program sees these benefits and is supposed to begin a dental and vision benefit program next year, and

Whereas, This program is to be fully employee funded, and

Whereas, The cost of overall health care continue to increase, and

Whereas, These benefits are most widely used if the employer contributes a portion, and

Whereas, These benefits usually have a defined cap, so the cost of them is not as likely to spiral out of control, therefore be it

Resolved, The American Postal Workers Union seek and negotiate language into the 2006 Agreement, an employer contribution to the Dental and Vision plan a percentage equal to all other employer contributions to health plans.

**Adopted 2006**

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## **ELIMINATION OF VOE SURVEY**

**—115—**

Whereas, Article 1 of the National Agreement gives American Postal Workers Union the exclusive authority to collectively bargain for Clerk, Maintenance, Motor Vehicle Service, and Support Services employees over wages, hours, and working conditions, and

Whereas, The Postal Service Voice of the Employee surveys are constructed to gain feedback from employees regarding wages and working conditions, therefore be it

Resolved, Voice of the Employee surveys or any similar survey are in conflict with the National Agreement and must be eliminated.

**Adopted 2006 as referred – Resolution #1**

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## **THE RIGHT TO TELL THE TRUTH**

**—116—**

Whereas, Often employees are ordered to lie to other employees or to the public, therefore be it

Resolved, That employees not be directed verbally or by written policy to lie or withhold valid information while performing their duties without fear of reprisal.

**Adopted 2006**

## **POSTAL EASE TRAINING**

**—117—**

Whereas, Prior to Postal Ease, administrative errors could be reversed by adjustment, and

Whereas, Currently if an employee makes an error inputting data on a kiosk or on Lite Blue, there is no opportunity to be certain the information is correct before executing a change, and

Whereas, EAS employees have the ability to have their own errors reversed, therefore be it

Resolved, That American Postal Workers Union negotiate training for all employees on kiosks and Lite Blue, and be it further

Resolved, That a validation page be available to the employee so that they can verify all information for accuracy before executing any change.

**Adopted 2006**

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## **RE-PROMOTION RULE**

**—118—**

Whereas, When the settlement between the American Postal Workers Union and the United States Postal Service concerning the pay anomaly was agreed upon, the result being the Schedule 1 and Schedule 2 pay scales, there was also in that agreement a stipulation that the re-promotion rule be removed from the Employee Labor Relations Manual for American Postal Workers Union Bargaining Unit employees. The re-promotion rule is still in the Employee Labor Relations Manual for other crafts, mail handlers and carriers, therefore be it

Resolved, that the American Postal Workers Union negotiate to return the re-promotion rule to the Employee Labor Relations Manual as it was prior to the agreement to remove it from the Employee Labor Relations Manual as it pertained to American Postal Workers Union Craft employees, and be it further

Resolved, that the American Postal Workers Union negotiate to make all American Postal Workers Union craft employees whole, retroactive to the time it was agreed to remove the re-promotion rule for American Postal Workers Union craft employees, for all lost wages, benefits and entitlements due to the elimination of the re-promotion rule for American Postal Workers Union craft employees.

**Adopted 2006**

## USE OF EMPLOYEES IDENTIFICATION NUMBERS

—119—

Whereas, Identity theft is a serious crime that causes undue hardship for the victim, and

Whereas, The most prevalent way to steal someone's identity is through the use of a social security number, and

Whereas, The United States Postal Service continues to require the use of social security numbers for identification on all postal forms, and

Whereas, the United States Postal Service has issued employee identification (EIN) to all employees, therefore be it

Resolved, That the American Postal Workers Union will negotiate with the USPS that the employee identification numbers immediately be used on all postal forms, both electronic and hard copy in place of social security numbers.

**Adopted 2006 as referred – Resolution #107**

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## HOLIDAY SCHEDULE PREMIUM FOR ENTIRE HOLIDAY SCHEDULING PERIOD

-56-

WHEREAS, Section 434.53.c.3 of the Employee and Labor Relations Manual (ELM) prohibits employees from receiving holiday scheduling premium, when added to the holiday schedule after it is posted, when they are replacing others who are unable to work as scheduled, therefore be it

*Resolved*, that Section 434.53.c.3 be stricken from the Employee and Labor Relations Manual (ELM), so that everyone who is added to the holiday schedule after it is posted will be paid the holiday scheduling premium.

**Adopted 2008**

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## LOCATING EMPLOYEES DUE COMPENSATION

-59-

WHEREAS, monies due active/retired/deceased/terminated employees for any and all unpaid wage/benefit compensation is returned to the postal service when employees whereabouts are unknown, therefore be it

Resolved, that the United States Postal Service notifies the Internal Revenue Service (IRS), and all other taxing authority of any of all unclaimed funds due to these employees.

**Adopted 2008**

**SUNDAY PREMIUM**  
**-60-**

WHEREAS, Sunday Premium is paid to employees who work on Sunday as a regularly scheduled day pursuant to their bid job or on a temporary change of schedule for their own convenience (PS Form 3189), and

WHEREAS, out-of schedule premium is paid when an employee works outside of their regular schedule at the employer's request, and

WHEREAS, out-of schedule premium and Sunday premium currently are not paid for the same work hours, and

WHEREAS, employees required to work outside of their regular schedule on a Sunday are still working outside of their schedule and on Sunday, but are currently only paid out-of-schedule premium, therefore be it

Resolved, the appropriate handbooks and manuals be changed to require that out-of-schedule premium and Sunday premium be paid for the same work period when both would otherwise be applicable.

**Adopted 2008**

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**SHARED SERVICES**

**- 62 -**

WHEREAS, there are numerous problems with the Shared Services handling Human Resources issues (e.g., bidding, uniforms, Forms 50, retirement, health benefits, life insurance, electronic OPFs, etc.), and

WHEREAS, Local Memorandums of Understanding (LMOUs) and long settled local past practices are being compromised and disregarded by Shared Services, therefore be it

Resolved, that the National American Postal Workers Union require Shared Services to comply with the National Agreement, Local Memorandums of Understanding (LMOUs) and local past practice, including but not limited to, further discussions, national level grievances where appropriate, and training and counsel for locals on successful strategies for combating these problems locally.

**Adopted 2008**

## **HUMAN RESOURCES FUNCTIONS**

**-61-**

WHEREAS, the postal service has migrated to shared services for Human Resource functions, and

WHEREAS, retirement counseling has also migrated to an automated function, therefore be it

Resolved, that at this MPWU State Convention, being held at the Crowne Plaza Hotel and Convention Center, May 15-17, 2008 in Grand Rapids, Michigan, that: the postal service shall provide on-site/local retirement counseling for all eligible employees who request such individual counseling with properly trained personnel.

**Adopted 2008**

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## **APWU TO ACQUIRE ACCESS TO ERMS-47 AND OTHER POSTAL ONLINE MAINTENANCE STAFFING PROGRAMS**

**-63-**

WHEREAS, the American Postal Workers Union has prevailed in the MS-47 case, and WHEREAS, the postal service has reverted back to the prior MS-47 staffing guidelines, and WHEREAS, the postal Service has now developed an online MS-47 staffing program that the American Postal Workers Union locals and advocates do not have access to, and

WHEREAS, inputting data into the old program, is an extremely long process, and

WHEREAS, locals that challenge these packages need to provide a professional like document for arbitration purposes, therefore be it

Resolved, that at this MPWU State Convention, being held at the Crowne Plaza Hotel and Convention Center, May 15-17, 2008 in Grand Rapids, Michigan that: the American Postal Workers Union procure a stand alone program, or portal for locals and advocates to use in development of MS-47 and other programs such as eWHEP, that data can be downloaded from the postal service in an electronic or other format, for maintenance staffing enforcement of the contract.

**Adopted 2008**

## **NORMAN OKLAHOMA TECHNICAL TRAINING CENTER ACCOMMODATIONS**

**-65-**

WHEREAS, under the Collective Bargaining Agreement (CBA) maintenance personnel are required to receive training, and

WHEREAS, under the F-1 5 management is required to pay personnel for all training, their accommodations and their sustenance, and

WHEREAS, the United States Postal Service (United States Postal Service) purchased and built a Technical Training Center (TTC) in Norman Oklahoma explicitly for the training of maintenance personnel, and

WHEREAS, the United States Postal Service has currently entered into a business agreement with the contractor that runs the housing facility (Marriott) that allows them to rent out unutilized portions of the TTC Housing Center in order to more "efficiently" utilize this space, and

WHEREAS, where the Marriott managers have now taken to over scheduling NON-United States Postal Service personnel and conventions that United States Postal Service personnel being sent to the TTC for training are being required to stay in other local hotels that are at times several (up to ten (10) miles away, and

WHEREAS, these personnel are being mandated to stay in another facility other than the TTC Housing Center before NON-United States Postal Service personnel, and

WHEREAS, this is causing problems for the United States Postal Service personnel in that they are in areas that breakfast is not served, or a sub-standard breakfast is provided and these same individuals are required to sit around the TTC Housing center waiting for a ride to the hotel be provided, and

WHEREAS, our employees and Union members are being treated as second class citizens in their own facility in order for a civilian contractor to chase a buck by creating a lack of rooms for the only legitimate tenants, therefore be it

Resolved, that the only time a member of the United States Postal Service can be scheduled for a class in Norman Oklahoma is when there is a corresponding room for the Training Billet available, and should a room not be available for the corresponding billet, the individual will be given the option of attending the class and staying off the facility premises but with full per diem and a rental car to allow for timely transportation to and from the TTC facility.

**Adopted 2008**

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## **LWOP FOR UNION OFFICIALS**

**-67-**

WHEREAS, the postal service has a specific designation for union officials on LWOP within the TACS system, and WHEREAS, when a union official conducts business under the LWOP designation it affects such items as annual leave and retirement, therefore be it

Resolved, that the postal service change their system so that when LWOP for union leave is entered into the TACS system it does not count against annual leave and retirement computation dates.

**Adopted 2008**

## **ARTICLE 21**

### **RETIREMENT ELIGIBILITY AT TWENTY YEARS OF SERVICE**

**—199—**

Whereas, All service career employees will be eligible for retirement after twenty years of service regardless of age, and

Whereas, The current penalty deduction for retirement under age 62 still applies, therefore be it

Resolved, That all employees be eligible to retire with full benefits after twenty years of service.

**Adopted 1998**

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### **COMMUNICATION UPDATE**

**—88—**

Whereas, Communication is the primary business of the Postal Service, and

Whereas, The Postal Service has placed significant emphasis on the use of e-commerce and computers in its business future, and

Whereas, A large segment of bargaining unit members do not have computers or computer knowledge, and

Whereas, A leader in a non-communication company, "Ford Motors", has announced a plan to provide its employees with computers and reduced cost Internet access, therefore be it

Resolved, The Postal Service will provide all bargaining unit employees with modem-equipped computers, keyboards, monitors, and printers and provide bargaining unit employees with access to the Internet at a cost not to exceed five dollars (\$5.00) a month, and as part of strategic focus training, provide on-the-clock computer training to all bargaining unit employees.

**Adopted 2000**

## **INCENTIVE RETIREMENTS SHOULD BE OFFERED**

**—89—**

Whereas, The United States Postal Service continues to downsize and outsource work performed by American Postal Workers Union members, and the goal for the future is to reduce thousands of bargaining unit jobs through automation and contracting out of bargaining unit work, and

Whereas, Bid jobs and manual jobs and job duties are being eliminated and employees are being reduced in grade in order for the Postal Service to reach its goals by the year 2005, and

Whereas, The continued downsizing and out-sourcing of jobs within bargaining units of the American Postal Workers Union causes extreme hardship for our members due to excessing, reduction of work hours and layoffs, therefore be it

Resolved, That the American Postal Workers Union investigate and pursue the possibility of offering incentive retirements to senior employees in order to reduce and eliminate excessing, reduction in work hours and the hardship of movement of American Postal Workers Union bargaining unit employees.

**Adopted 2000**

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## **ALLOW RETIREMENT CONTRIBUTIONS TO BE MADE ON EARNINGS FROM HIGHER LEVEL DETAILS**

**—285—**

Whereas, Many American Postal Workers Union represented employees have higher level relief assignments as a regular part of their job bids, but are only eligible to contribute to the retirement system and receive benefits based on the lower level rate of pay, and

Whereas, Many of these employees work at least forty percent (40%) of their regular weekly work schedule in a higher level assignment, and

Whereas, Many of these employees work up to five (5) additional forty (40) hour weeks while in a relief capacity for the employee who holds the primary bid assignment, and are also used for all other instances where the primary bid holder is on leave, etc., therefore be it

Resolved, That the American Postal Workers Union National Executive Board negotiate provisions that allows bargaining unit employees who have higher level duties as a part of their regular job bid to contribute into their respective retirement systems at the higher level of pay contribution rate and that retirement benefits be based on those contributions.

**Adopted 2000**

## **EDUCATION BENEFITS**

**—286—**

Whereas, The Postal Service has made it well known that technology will have a negative impact on mail volume and future postal positions, and

Whereas, Education is paramount to the advancement of career employees and education is vital to the improvement of the Postal Service, and

Whereas, Education is beneficial to the Postal Service and employees, therefore be it

Resolved, That the American Postal Workers Union will seek to negotiate terms and conditions for continuing education for the purpose of career enhancement.

**Adopted 2000**

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## **HIGH THREE AVERAGE FOR RETIREMENT SHOULD BE CALCULATED WITH OVERTIME EARNINGS INCLUDED**

**—287—**

Whereas, Rural Letter Carriers enjoy benefits from the inclusion of earned overtime when calculating the high three average for retirement annuity purposes, and

Whereas, Employees represented by the American Postal Workers Union who work for the same employer work overtime throughout their careers, on a voluntary and a mandatory basis, and

Whereas, The retirement of employees represented by the American Postal Workers Union is calculated without the inclusion of earned overtime which causes loss of thousands of dollars in benefits, therefore be it

Resolved, The union will seek inclusion of overtime hours when calculating "high three" average earnings for retirement purposes for all employees represented by the American Postal Workers Union, and be it further

Resolved, That Thrift Savings Plan and matching contributions be paid on overtime earnings.

**Adopted 2000**

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## **INCREASE OF RETIREMENT BENEFITS**

**—288—**

Whereas, Retirees are forced to live on a reduced income, and

Whereas, Retirement pensions are inadequate without additional income, therefore be it

Resolved, That the American Postal Workers Union will seek to negotiate a formula to increase payment of retirement annuities.

**Adopted 2000**

## **REIMBURSEMENT FOR TRAINING OR EDUCATION IN COLLEGE OR TRADE SCHOOL**

**—289—**

Whereas, The Postal Service is continually seeking more skilled and educated employees, especially in the Maintenance Craft, and

Whereas, The Postal Service is using more and more technology, and

Whereas Technology is eliminating the need for jobs/skills at a faster rate than new jobs are created thus making current employees less marketable in the future employment world, and

Whereas, All employees should have the opportunity to better themselves and make advancement within the Postal Service, and

Whereas, The Postal Employee Data Center Memorandum addressed all of the above considerations, but has never resulted in programs for employees commensurate with its original intent, therefore be it

Resolved, That the employer reimburse postal employees for college or trade school expenses, provided such studies are satisfactorily completed by the employee.

**Adopted 2000**

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## **THRIFT SAVINGS PLAN CONTRIBUTIONS**

**—290—**

Whereas, Any annual leave used in a service year is counted when calculating the "high three" average for employees, and

Whereas, Civil Service Retirement System contributions, Federal Employee Retirement System contributions and Thrift Saving Plan contributions are deducted from annual leave during the course of the year, and

Whereas, Employees benefit from the inclusion of this money in retirement calculations and in the Thrift Savings Plan along with matching contributions made by the Postal Service, therefore be it

Resolved, That the annual leave bought back from the Postal Service will be counted toward the employee's "high three" (3) average for retirement annuity calculations, and be it further

Resolved, That Thrift Saving Plan contributions will be deducted from these funds at the applicable rate for all employees and matching funds be provided by the Postal Service should the employee fall under the Federal Employee Retirement System.

**Adopted 2000**

## **INCORPORATE FECA PENALTIES IN CONTRACT**

**—347—**

Whereas, The Federal Employees Compensation Act (FECA) establishes the benefit and compensation rights of employees who are injured in the performance of duty, and

Whereas, The Postal Service has deliberately, for many years, delayed claims and destroyed or lost CA-7 Forms (forms sent to the Department of Labor-Office of Workers' Compensation Programs (OWCP)) which results in loss of compensation/income for injured employees and subsequently creates serious financial difficulty for employees, therefore be it

Resolved, That the union's negotiators seek contract language consistent with the penalties outlined in Federal Law (CFR) 20Title 5 US CODE) that will allow enforcement of penalties against the Postal Service each time injury compensation specialists fail to properly process CA-7 Forms and which will force the Postal Service to compensate claimants when management is negligent in processing claim forms that subsequently delays the claimants' compensation.

**Adopted 2000**

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## **COMPREHENSIVE AND AFFORDABLE HEALTH BENEFITS**

**—348—**

Whereas, When both husband and wife are postal employees, only one spouse is eligible for health benefits through the Postal Service, and

Whereas, The Postal Service itemizes health care as a benefit to each and every employee on the "Form 50" whether the employee is insured or not, and

Whereas, There are many postal employees who do not choose to utilize Health Benefits through their work, therefore be it

Resolved, The Postal Service will disperse the unused monies allocated for Health Benefits to those employees who utilize a health care plan through the Postal Service to make the benefit more comprehensive and affordable.

**Adopted 2000**

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## **HEALTH CARE PREMIUMS TO BE FULLY FUNDED BY THE POSTAL SERVICE**

**—349—**

Whereas, Every year the cost of health care continues to rise above the rate of inflation, and

Whereas, The portion of the health care premium paid by the employee takes a big portion of take home pay, therefore be it

Resolved, That the American Postal Workers Union will seek to negotiate language in the upcoming contract that calls for the Postal Service to pay one hundred percent (100%) of the health care premiums for postal employees.

**Adopted 2000**

## **POSTAL SERVICE TO PAY LARGER PERCENTAGE FOR RETIREES HEALTH BENEFITS**

**—350—**

Whereas, The high cost of health insurance creates a hardship for retired postal employees, and

Whereas, The contributions to health benefits of retirees made by the Postal Service is less than the contribution made on behalf of current employees, therefore be it

Resolved, The American Postal Workers Union will seek to negotiate that the Postal Service will contribute the same percentage for retirees health benefits as they do for current employees, and be it further

Resolved, The ultimate goal is to make fully funded health benefits available to retirees.

**Adopted 2000**

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## **REDUCED HEALTH INSURANCE PREMIUMS**

**—351—**

Whereas, Retired employees take upwards of a sixty percent (60%) cut in benefits, and  
Whereas, Health insurance is vital to all retired employees, and

Whereas, The cost of health insurance and medical treatment forever increases, therefore be it

Resolved, That the Union will attempt to negotiate lower health insurance premiums for all working and retired employees.

**Adopted 2000**

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## **PARKING ALLOWANCE FOR EMPLOYEES WORKING IN FACILITIES WITHOUT PARKING PROVISIONS**

**—87—**

Whereas, Article 20 addresses existing parking programs, and

Whereas, Some American Postal Workers Union members are required to pay for parking, and

Whereas, Many other employees are provided with parking at no cost, and

Whereas, Free parking is considered an employee benefit, therefore be it

Resolved, That all employees who do not have free parking will be given a parking allowance of not less than fifty (50%) percent of the annual parking fee paid by the employee.

**Adopted 2000**

## **IMPROVED HEALTH CARE BENEFITS**

**—83—**

Whereas, The Health Benefits given to postal workers are in sad shape. We should be entitled to better health care coverage. We are paying more out of pocket and getting less medical coverage. In the greatest country in the world, sub standard Health coverage is not acceptable, and

Whereas, Every year the cost of health care continues to rise above the rate of inflation and the health care paid by the employee takes a big portion of an employees take home pay, therefore be it

Resolved, That the American Postal Workers Union seek to negotiate language in the next contract that provides 100 percent paid health coverage paid by the United States Postal Service, and be it further

Resolved, That the American Postal Workers Union seek to negotiate 100 percent benefit coverage in areas such as chiropractor, dental, vision and prescription.

**Adopted 2002**

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## **UNITED STATES POSTAL SERVICE MATCHING OF THRIFT SAVINGS PLAN CONTRIBUTIONS BY CIVIL SERVICE RETIREMENT SYSTEM EMPLOYEES**

**—84—**

Whereas, The Postal Service does not currently match contributions made by Civil Service Retirement System employees to the Thrift Savings Plan, therefore be it

Resolved, That the United States Postal Service match the Thrift Savings Plan contributions by Civil Service Retirement System employees.

**Adopted 2002**

## **HEALTH BENEFITS FOR SAME SEX COUPLES AND/OR DOMESTIC PARTNERS**

**—155—**

Whereas, Many unmarried same-sex couples are in long-term relationships and undertake responsibilities towards one another just as married heterosexual relationships do yet they are denied benefits by the United States Postal Service, and

Whereas, The struggle for same sex families is not a fight for special or different rights but simply the desire for equality, and

Whereas, Families are an important aspect of society and recognition of unmarried same-sex couples and their families by the United States Postal Service would add to the recognition of and commitment toward diversity in our communities, and

Whereas, Companies often offer domestic heterosexual partner benefits already, as it is in their best interest to attract the best employees and retain them, therefore be it

Resolved, That the American Postal Workers Union negotiate language for health benefits for unmarried same-sex/domestic partnerships and their families.

**Adopted 2002**

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## **PAY INEQUITY FOR PART-TIME AMERICAN POSTAL WORKERS UNION OFFICIALS UNDER FEDERAL EMPLOYEES RETIREMENT SYSTEM (FERS) AND CIVIL SERVICE RETIREMENT SERVICE (CSRS)**

**—161—**

Whereas, Each year the percentage of our members under Federal Employee Retirement System (FERS) grows, and

Whereas, Union members on Leave Without Pay (LWOP) for official union time lose retirement credits and Thrift Savings Plan (TSP) contributions, under both Federal Employee Retirement System (FERS) and Civil Service Retirement System (CSRS), and

Whereas, Such loss of benefits constitutes a big disincentive for our members to become active with the American Postal Workers Union, therefore be it

Resolved, That the American Postal Workers Union negotiate and/or take necessary legislative action to ensure part-time American Postal Workers Union officials do not lose any benefits because of their Union activity.

**Adopted 2002**

## **OPTION OF CONVERTING SICK LEAVE INTO LUMP SUM**

**—170—**

Whereas, The earning of sick leave for hours worked is one of the most important employee benefits in the Postal Service, and

Whereas, The only incentive for saving sick leave at present is the additional time counted toward retirement for unused sick leave, and that compensation is only given to those covered by the Civil Service Retirement System, therefore be it

Resolved, That American Postal Workers Union propose to the Postal Service that all employees be given the option upon retirement of converting half their accrued sick leave into a lump sum payment with the other half counted as work time toward their retirement.

**Adopted 2002**

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## **HEALTH BENEFITS UPON RETIREMENT**

**—172—**

Whereas , The United States Postal Service does not pay health insurance premiums, therefore be it

Resolved, That upon retirement, the United States Postal Service shall be responsible for the continuation of health benefits for said retirees.

**Adopted 2002**

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## **DENTAL INSURANCE**

**—104—**

Whereas, Dental Insurance is expensive and many health plans do not offer good Dental Insurance programs, therefore be it

Resolved, That a method be established where the employer will pay a percentage of an employee's Dental program outside the FEHBP program. This is in addition to the current contributions established in Article 21.

**Adopted 2004**

## **NATIONAL AGREEMENT**

**—105—**

Whereas, Current employees and new employees ponder over the choices of health benefits and other employee benefits every year during open season, and

Whereas, Many difficulties face our employees every year, and

Whereas, The Postal Service does not offer any type of short term or long term disability programs through our health benefit program, therefore be it

Resolved, That the union negotiate a short term and long term disability insurance benefit program to be added to our health benefit coverage in Article 21, Section 1 of the National Agreement, at no cost to the employee.

**Adopted 2004**

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## **BETTER HEALTH PLANS**

**—230—**

Whereas, The cost of Health Insurance is out of control, and

Whereas, Each increase in health premiums and co-pays is a pay reduction to the employee, therefore be it

Resolved, That better health plans be offered to all employees.

**Adopted 2004**

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## **INCREASED MEDICAL BENEFITS FOR REMOTE ENCODING SITE TRANSITIONAL EMPLOYEES**

**—232—**

Whereas, After November 2005, the Postal Service is scheduled not to have transitional employees in the regular postal facilities, and

Whereas, There will continue to be transitional employees in the remote encoding facilities, and

Whereas, The fewer than four-thousand five hundred (4,500) transitional employees are potential union members and that after employment for three-hundred sixty (360) days, may choose from the FEHBP, for which none of their medical benefits are compensated from the Postal Service, and

Whereas, Everyone should have affordable medical benefits, therefore be it

Resolved, That the American Postal Workers Union negotiate medical benefits for Remote Encoding Center Transitional Employees.

**Adopted 2004**

## **LIFECARE**

**—233—**

Whereas, The Lifecare program is a recent program of a great benefit to our membership, and

Whereas, Lack of use of the Lifecare program could result in its loss, therefore be it

Resolved, The American Postal Workers Union negotiate manners to increase awareness of the program to the membership, including additional service talks, flyers, bulletins, video, etc.

**Adopted 2004**

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## **IMPROVED MEDICAL, DENTAL AND VISION CARE**

**—1028—**

Whereas, Postal employees and their families face ever-increasing costs related to expenses for medical, dental and vision care and

Whereas, Postal families experience year to year declines in medical benefits coverage, and

Whereas, most progressive and employee friendly employers routinely provide dental and vision care coverage in their benefits package, therefore be it

Resolved, That the National APWU leadership be directed to negotiate substantial improvements in these health related categories with increased emphasis on dental and vision care in conjunction with the APWU Health Plan and/or APWU Voluntary Benefits Plan.

**Adopted 2004**

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## **INCREASED EMPHASIS ON VISION AND DENTAL CARE**

**—120—**

Whereas, Postal employees and their families face ever-increasing costs relating to expenses for medical, dental and vision care, and

Whereas, Postal families experience year to year declines in medical benefits coverage, and

Whereas, Most progressive and employee friendly employers routinely provide dental and vision care coverage in their benefits package, therefore be it

Resolved, That the American Postal Workers Union leadership be directed to negotiate substantial improvements in these health related categories with increased emphasis on dental and vision care.

**Adopted 2006 as referred to Res # 114**

## **DIRECT LINE VIDEO PHONE TO VIDEO PHONE FOR ERMS**

**—121—**

Whereas, The Postal Service has established the eRMS for calling in for unscheduled absences, and

Whereas, Technology is constantly changing and improving for accommodating Deaf and Hard of Hearing, and

Whereas, Video Phones (VP) are popular as the current communication device in place of the telephone for many Deaf and Hard of Hearing, and

Whereas, Postal Service is currently incorporating Video Remote Interpreters (VRI) and Video Relay Service (VRS) which is similar technology, and

Whereas, The Deaf and Hard of Hearing will be able to communicate naturally by signing to the screen, as compared to a hearing person talking to the phone, and

Whereas, Postal Service management avoids experiencing or learning about the Deaf culture or sensitivity by not taking calls themselves, therefore be it

Resolved, The Postal Service implement a direct National Video Phone (VP) line to management personnel who are fluent and trained with the use of Sign Language and Deaf Sensitivity to take eRMS calls, and be it further

Resolved, The Postal Service upgrade accommodations for the Deaf and Hard of Hearing on an annual basis as new technology is developed.

**Adopted 2006**

**DEFEND AMERICAN POSTAL WORKERS  
UNION MEMBERS HEALTH BENEFITS**

**—122—**

Whereas, Medical costs have been increasing at a rate that far exceeds general inflation, due in part to the greed of drug companies and the for-profit insurance and hospital industries, and

Whereas, Employers have responded by attempting to reduce their health coverage costs, by 1) shifting the burden to employees, 2) restricting participants to “consumer-driven,” defined contribution plans that limit employer cost but are inadvisable for those with high medical bills, and 3) cutting retiree health benefits, and

Whereas, The United States Postal Service’s offer in 2005 to extend the American Postal Workers Union contract until 2006 was designed to align our contract extension date with the other unions, raising the specter of a simultaneous attack on the benefit structure of all unions in upcoming negotiations, therefore be it

Resolved, That the American Postal Workers Union will oppose any proposed reductions in health care costs for retirees or increases in their premiums, and be it further

Resolved, That the American Postal Workers Union will oppose any cost-shifting of health insurance expenses to employees and retirees, and be it further

Resolved, That the American Postal Workers Union will oppose any wholesale changes to our current health insurance coverage that unduly restricts our chances [choices], or that force us into consumer-driven, defined contribution plans that shift the risk and burden of catastrophically high medical bills from the employer to employees.

**Adopted 2006 as Amended**

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**LWOP FOR UNION OFFICIALS**

**-69-**

WHEREAS, the postal service has a specific designation for union officials on LWOP within the TACS system, and WHEREAS, when a union official conducts business under the LWOP designation it affects such items as annual leave and retirement, therefore be it

Resolved, that the postal service change their system so that when LWOP for union leave is entered into the TACS system it does not count against annual leave and retirement computation dates.

**Adopted 2008**

## **OPEN SEASON**

**-70-**

WHEREAS, current and new employees ponder over the choices of health benefits and other employee benefits every year during the “Open Season”, and

WHEREAS, many difficulties face our employees every year, and

WHEREAS, the postal service does not offer any type of short or long term disability programs through our health benefit program, therefore be it

*Resolved*, that at this MPWU State Convention, being held at the Crowne Plaza Hotel and Convention Center, May 15-17, 2008 in Grand Rapids, Michigan that: the union negotiate a short term and long term disability insurance benefit program to be added to our health benefit coverage in Article 21, Section 1, of the National Agreement.

**Adopted 2008**

## **ARTICLE 24**

### **LOCAL UNION PART-TIME UNION OFFICERS TO BE ALLOWED LEAVE FOR OFFICIAL UNION BUSINESS**

**—200—**

Whereas, Full-time elected and appointed officers of the American Postal Workers Union at all levels of the Union are not subject to management's approval per ELM provisions, and

Whereas, Local and State part-time elected Union officers are required to submit a leave request (PS Form 3971) to their immediate supervisor when requesting leave for official Union business and, subject to management's whim, the leave request will be approved or disapproved, and

Whereas, Local and State Union officers are unable to enjoy the luxury of full-time officers, and are reduced to second-class Union status and are subjected to non-agreement's interference with necessary day-to-day official Union business and representation activities because management controls when and how much leave will be approved, therefore be it

Resolved, That the American Postal Workers Union will attempt to negotiate changes in Article 24, Section 2, of the National Agreement which provides for certified, elected part-time Union officers at Local and State Union levels be authorized leave for official Union business up to eight (8) hours per day and forty (40) hours per week, without restriction, upon notification by the President and submission of a PS Form 3971, for record-keeping purposes only.

**Adopted 1998**

**Previously Adopted #143 1992**

## **LOCAL UNION PART-TIME UNION OFFICERS TO BE ALLOWED LEAVE FOR OFFICIAL UNION BUSINESS**

**—200—**

Whereas, Full-time elected and appointed officers of the American Postal Workers Union at all levels of the Union are not subject to management's approval per ELM provisions, and

Whereas, Local and State part-time elected Union officers are required to submit a leave request (PS Form 3971) to their immediate supervisor when requesting leave for official Union business and, subject to management's whim, the leave request will be approved or disapproved, and

Whereas, Local and State Union officers are unable to enjoy the luxury of full-time officers, and are reduced to second-class Union status and are subjected to non-agreement's interference with necessary day-to-day official Union business and representation activities because management controls when and how much leave will be approved, therefore be it

Resolved, That the American Postal Workers Union will attempt to negotiate changes in Article 24, Section 2, of the National Agreement which provides for certified, elected part-time Union officers at Local and State Union levels be authorized leave for official Union business up to eight (8) hours per day and forty (40) hours per week, without restriction, upon notification by the President and submission of a PS Form 3971, for record-keeping purposes only.

**Adopted 1998**

**Previously Adopted #143 1992**

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## **LEAVE FOR UNION BUSINESS**

**—90—**

Whereas, Postal management continues to interfere with the functioning of the Union by denying requests for union leave, and

Whereas, Attendance at union functions is necessary to insure the viability of Local Unions and the effectiveness of union activists, therefore be it

Resolved, That the American Postal Workers Union national negotiating team be mandated to bargain for mandatory approval of requests for leave for union business.

**Adopted 2000**

## **GUARANTEED LEAVE FOR EMPLOYEES WHO ARE CONVENTION DELEGATES**

**—291—**

Whereas, Union members may be elected to serve as alternate delegates to National, State and Regional Conventions the Union, and

Whereas, In the absence of a delegate an alternate delegate may be required to apply for leave to attend the National, State and/or Regional Convention of the Union, and

Whereas, A member may be chosen as a State Delegate to a National Convention which would require the member to apply for leave to attend the National Convention, and

Whereas, These circumstances could cause the requested leave to fall within the provisions of Article 24.2.C, and

Whereas, Postal management is usually reluctant to grant such leave when it falls within the above provisions, and will generally deny leave for Union business whenever possible, therefore be it

Resolved, That Article 24.2.C be amended to read:

C. If the requested leave falls within the choice vacation period and the request is submitted after the determination of the choice vacation period schedule, the Employer shall grant such request. The granting of such request shall not be the reason for the Employer to declare an emergency and deny any other clerk his/her previously approved leave for this period.

**Adopted 2000**

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## **PROTECTION AGAINST LEAVE LOSS FOR PART-TIME UNION OFFICERS**

**—85—**

Whereas, Part-time union officers lose one (1) increment of sick and annual leave for every eighty (80) hours of union leave without pay, and

Whereas, This is an additional cost to the union for reimbursement to the part-time officer, and

Whereas, This lost leave cannot be re-credited, therefore be it

Resolved, That the American Postal Workers Union seek to have union leave without pay count as leave earning hours.

**Adopted 2002**

## **USE OF LEAVE WITHOUT PAY UNION OFFICIAL (CODE 84)**

**—86—**

Whereas, Union officials lose one (1) pay period of annual leave and sick leave for every eighty (80) hours of Code 84 use, and

Whereas, This creates a disincentive for employees to participate in Union activities and engage in Union business, therefore be it

Resolved, That the American Postal Workers Union seek to negotiate for management to track Code 84 use separately from Leave Without Pay, shall count Code 84 as “unpaid hours worked” rather than Leave Without Pay, and shall not use Code 84 time as the basis for any reduction in leave or retirement benefits.

**Adopted 2002**

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## **EMPLOYEES ON LEAVE WITH REGARD TO UNION BUSINESS**

**—106—**

Whereas, The current language in Article 24, Section 2(a) is vague in that it only mentions National, State, and Regional union conventions, and does not mention workshops, seminars, etc, and

Whereas, Article 24, Section 2(a) reads, “. . . provided a request for leave has been submitted by the employee to the installation head as soon as practicable and provided that approval of such leave does not seriously or adversely affect the service needs of the installation,” therefore be it

Resolved, That the language of Article 24, Section 2(a) be changed to read, “Full or part time employees will be granted annual leave or leave without pay at the election of the employee to attend union related functions,” and be it further

Resolved, That the language be changed to read, “. . . that provided that a request for leave has been submitted by the employee to the installation head as soon as practicable, the installation head shall grant employee leave for related union functions.”

**Adopted 2004**

## **FMLA ELIGIBILITY**

**—107—**

Whereas, In the performance of their duties, union stewards and officials use a large number of hours of LWOP, and

Whereas, Union representation is recognized duty and right under the Collective Bargaining Agreement, and

Whereas, Union stewards and officials should not be denied their legal rights because they are performing union activities, therefore be it

Resolved, That all LWOP used for official union business be counted towards the 1250 hour eligibility under FMLA.

**Adopted 2004**

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## **LOSS OF ANNUAL, SICK LEAVE, AND RETIREMENT BENEFITS FROM LEAVE WITHOUT PAY (LWOP) FOR UNION OFFICERS**

**—108—**

Whereas, Currently, the United States Postal Service penalizes American Postal Workers Union representative for union business, outside of members installations, by lumping together union Leave Without Pay (84) with other Leave Without Pay, and

Whereas, By allowing this practice union representatives are losing annual, sick leave, and retirement benefits, therefore be it

Resolved, That part time union officers using union Leave Without Pay (84) will be separated from other Leave Without Pay and not used in the calculation of loss of annual, sick leave, and retirement benefits. No foul-No gain.

**Adopted 2004**

**Resolution #86 – 2002 Convention**

## **LEAVE WITHOUT PAY FOR UNION REPRESENTATIVES**

**—123—**

Whereas, This paragraph deals with the continuation of benefits and reads: “Any employee on leave without pay to devote full or part time service to the Union signatory to this Agreement shall be credited with step increase as if in a pay status....Annual and sick leave will be earned in accordance with existing procedures based on hours worked,” and

Whereas, The Employee Labor Relations Manual, Chapter 512.311 paragraph e. reads: “non-Pay status. Leave credit for periods in which an employee is in a non-pay status is reduced during the leave year as follow: 1) When an employee’s absence in a non-pay status totals the equivalent of 1 pay period of regular service during the leave year (10 days or 80 hours), credit for the leave is reduced by the amount of leave earned by the employee in a pay period, and

Whereas, This procedure cheats local stewards and officers who must use Leave Without Pay when attending Union functions such as seminars, assemblies, conferences, or conventions, and

Whereas, These representatives must also use Leave Without Pay when they are working as advocates, technicians or witnesses during hearings, and

Whereas, These representatives are working for the Union while on Leave Without Pay and as such the employer should not be allowed to penalize our representatives who were performing official Union duties, therefore, be it

Resolved, To strike the final sentence in article 24.1 beginning with the word “Annual” and ending with the word “Worked.” Replace the deleted sentence with, “Leave Without Pay used by Union representatives while in performance of official duties for the American Postal Workers Union will not be counted towards reducing earned leave as outlined in Employee Labor Relations Manual 512.311 Non-Pay status.”

Resolved, That leave without pay for union representatives will not be counted against credit towards retirement.

**Adopted 2006 as Amended**

## **UNION OFFICIAL CHANGE OF SCHEDULE REQUESTS**

**-276-**

WHEREAS, Current contract language does not address changes of schedule required for the purpose of attending constitutionally mandated Union Official meetings for Union Officials that work other than Monday – Friday, daytime schedules, and

WHEREAS, Management often uses this loophole to selectively deny some Union Officials change of schedule requests on the pretense that change of schedule requests are not for the purpose of conducting union business, and

WHEREAS, This loophole, thereby forces some Union Officials to utilize their scheduled days off to perform constitutionally mandated union business (i.e., Board of Director Meetings, etc.), and

WHEREAS, Union Officials are often expected by Local Officials to attend constitutionally mandated meetings “off the clock” on their scheduled days off, and

WHEREAS, Local Constitutions and Officials impose sanctions and discipline for Union Officials who do not regularly attend union meetings mandated by their respective Local Constitutions, regardless of whether these meetings are scheduled and held on the Union Officials scheduled days off, and

WHEREAS, No Union Officials should be obligated or coerced to conduct constitutionally mandated official union business on his/her scheduled days off, therefore be it

Resolved, That language be incorporated into the National Agreement requiring the approval of change of schedule requests for Union Officials when it is for the purpose of attending constitutionally mandated [union business] Union Official meetings which are necessary for the proper performance of a Union Official duties of representation.

**Adopted 2006 as amended**

## **ARTICLE 25**

### **HIGHER LEVEL DETAILS FOR TRANSITIONAL EMPLOYEES**

**—201—**

Whereas, Transitional Employees are being detailed to EAS higher level positions to the detriment of qualified career employees, and

Whereas, Management incessantly refuses to pay Transitional Employees the designated wages for hours worked in those positions, and

Whereas, This practice is in direct violation of Article 25 of the Collective Bargaining Agreement, as it applies to higher level pay for Transitional Employees, and

Whereas, This results in Transitional Employees not receiving a fair day's pay for a fair day's work, and also allows management to avoid utilizing career employees in these positions, therefore be it

Resolved, The American Postal Workers Union is against the Postal Service detailing TEs to any job position other than the job position that they were hired for.

**Adopted 1998**

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### **PECKING ORDER FOR HIGHER LEVEL ASSIGNMENTS**

**—202—**

Whereas, Language in the National Agreement on higher level assignments mandates assignment by seniority, but those to be assigned may not want the assignment, therefore be it

Resolved, That Article 25 be modified so that higher level assignments are offered first by seniority with mandatory assignments made by juniority.

**Adopted 1998**

**Previously Adopted #182 1990**

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### **HIGHER LEVEL PAY ON THE JOB INSTRUCTOR**

**—91—**

Resolved, To pay all on the job instructors higher level pay when performing on the job instructor duties.

**Adopted 2000**

## **HIGHER LEVEL PAY WHILE LEARNING HIGHER LEVEL DUTIES**

**—92—**

Whereas, Lower-level employees are being sent to schools where higher-level duties are taught, therefore be it

*Resolved*, That any craft employee sent to a school which covers higher-level duties shall, at the completion of the course, be paid at the higher-level rate of pay that was included into the course while he/she remains in his/her existing position.

**Adopted 2000**

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## **HIGHER LEVEL DETAILS / MAINTENANCE CRAFT**

**—11—**

WHEREAS, Management arbitrarily and capriciously selects employees higher level details under Article 25, Section 4, frequently ignoring the concepts of senior qualified and best qualified, and

WHEREAS, An employee who is selected for the detail can obtain an unfair advantage over other employees on the appropriate Promotion Eligibility Register by gaining additional training, knowledge or experience for the purpose of updating under the Maintenance Selection System, therefore be it

Resolved, That the American Postal Workers Union seek to negotiate language to be added to Article 25, Section 4, to read as follows:

For higher level details in the Maintenance Craft, the qualified, eligible, available employee in the immediate facility in which the temporarily vacant higher level position exists shall be selected according to their position on the Promotion Eligibility Register for that temporarily vacant higher level position, if the conditions of Article 7.2 are met.

**Adopted 2002**

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## **HIGHER-LEVEL DETAILS OF LESS THAN A WEEK**

**—109—**

Whereas, Seniority is the most fundamental right of employees in the workplace, and

Whereas, Article 25.4 of the Collective Bargaining Agreement requires that higher-level details be anticipated to last a duration of five (5) or more working days before the assignment must be given to the senior qualified employee, and

Whereas, Management continuously undermines the principles of seniority in the day-to-day filling of higher-level details, therefore be it

Resolved, That higher-level details be granted to the senior qualified employee regardless of the length of the vacancy.

**Adopted 2004**

## **CUSTODIANS PROVIDING SECURITY FOR POST OFFICES**

**—124—**

Whereas, Most Post Offices have Custodial Maintenance staffing that works in the facility later than most other crafts, and

Whereas, Supervisory personnel are gone before the Custodial Maintenance Personnel have finished their assigned work for the day, and

Whereas, The securing of the facility in almost all cases falls to the Custodial staff, and

Whereas, The Pay Grade for the Postal Police Officers was equal to a PS-6 and the job of security is that of the Postal Police/Inspection Service and is not that of the Custodial, therefore be it

Resolved, That when supervisory personnel abdicate the responsibility of the security of the facility to any bargaining unit employee represented by APWU, the person responsible for securing that facility be paid at the PS-6 level for the minimum of at least a half of an assigned work day, and be it further

Resolved, That the custodial staff tasked with security of the facility on a daily basis be paid at the PS-6 level.

**Adopted 2006 as Amended**

## **ARTICLE 26**

### **FULL UNIFORM ALLOWANCE FOR PERSONNEL REQUIRED TO WEAR UNIFORMS**

**—204—**

Whereas, Current clothing allowance for Maintenance, Motor Vehicle and Clerk Craft employees who work thirty (30) hours or less a week or four (4) hours or less a day in the public view is fifty-three dollars (\$53.00) and fifty-four dollars (\$54.00) respectively, and

Whereas, The costs of incidental clothing expenses such as shoes, trousers, shirts/blouses and outside gear will normally exceed the designated amounts, and

Whereas, Employees are required to present a professional appearance to the public at all times, therefore be it

Resolved, The American Postal Workers Union will pursue an increase, to the full amount, in the clothing and uniform allowances for all personnel required to wear a uniform in the performance of their duties.

**Adopted 1998**

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### **MVO/TTO UNIFORMS**

**—4—**

Whereas, the TTO/MVO's perform their duties in an exceptionally dirty work environment. The color design, and material is not consistent with present industry standards. Whereas, navy blue work shirts and pants are more practical. Whereas, the clothing allowance would be better spent on acceptable work grade material such as khaki blue.

Be it resolved, she union will seek to negotiate design that is consistent with and meets specific industry standards. American/Union made would prove more suitable and cost effective.

**Adopted 1998**

## **INCREASED UNIFORM ALLOWANCES FOR WINDOW CLERKS**

**—205—**

Whereas, Window clerks are required to wear uniforms from head to toe, and

Whereas, Available uniform costs greatly exceed the allowance, and

Whereas, Available uniforms do not suit the tropical climate in many parts of the country, and

Whereas, Shorts and Bermuda length pants are acceptable clothing for many businesses in Florida and other southern locations, and

Whereas, Cotton is worn in southern climates because it “breathes” and polyester does not, and

Whereas, Postal management is enforcing the requirement that window clerks be dressed from head to toe in uniform clothing, therefore be it

Resolved, That the uniform allowance be doubled to allow purchase of union made shoes, cotton pants, shorts and shirts.

**Adopted 1998**

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## **OPPOSE POSTAL SERVICE DELAY IN PROVIDING NEGOTIATED INCREASES IN UNIFORM ALLOWANCES**

**—206—**

Whereas, The United States Postal Service agreed to the amount of uniform allowance granted to those craft members who are required to wear a uniform, and

Whereas, The United States Postal Service pays back pay for salary and wage related items that are settled beyond the end of negotiations but does not give retroactive credit for a uniform allowance increase, nor does it add the increase lost during the period between negotiations and settlement to the current uniform allowance, and

Whereas, An anniversary date occurring just after the scheduled end of negotiations generally means the loss of any negotiated increase for at least a year (arbitration time), therefore be it

Resolved, that the American Postal Workers Union negotiate that all uniform allowance increases shall be made effective as of the date of the National Agreement, and be it further

Resolved, That the American Postal Workers Union negotiate that those uniform employees who have a uniform anniversary date following the effective date of the agreement and have another anniversary date prior to settlement shall not lose the first year's increase but shall have it added on to their current allowance.

**Adopted 1998**

## **UNIFORM ALLOWANCE FOR PART-TIME FLEXIBLE DISTRIBUTION/WINDOW CLERKS**

**—207—**

Whereas, Part-Time Flexible (PTF) distribution and window clerks do not receive any uniform allowance, and

Whereas, PTF Distribution and Window Clerks routinely cover the window for breaks, lunches, days off, vacations, and in some instances the majority of their workdays, and

Whereas, These Clerks should be afforded the opportunity to represent the Postal Service in a professional manner, therefore be it

Resolved, The American Postal Workers Union negotiate for all Distribution and Window Clerks, full and part-time, to receive an annual uniform allowance of two hundred thirty eight dollars (\$238.00), with newly eligible window clerks receiving an additional onetime credit of twenty-five dollars (\$25.00).

**Adopted 1998**

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## **WORK CLOTHING ALLOWANCE**

**—208—**

Whereas, Work clothing allowances are inadequate due to the nature of Postal Service work, and

Whereas, Current allowances put undue financial burden on employees who try to maintain a five (5) day work clothing supply, therefore be it

Resolved, That the American Postal Workers Union negotiate an increase in the work clothes allowance with the following minimums:

Clerical, Motor Vehicle, Maintenance (eligible) one hundred fifty dollars (\$150.00)  
Custodial Maintenance (eligible) one hundred twenty-five dollars (\$125.00) Vehicle  
Maintenance (eligible) two hundred dollars (\$200.00).

**Adopted 1998**

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## **CLOTHING AND UNIFORM ALLOWANCES**

**—93—**

Whereas, Current clothing allowances and selections are inadequate for cold weather climates and there is no provision to carry over unused allowances, therefore be it

Resolved, That the American Postal Workers Union negotiate a broader selection of vendors and clothing available for purchase which includes cold weather gear, and be it further

Resolved, That a bargaining unit member can carry over any unused amount of his/her allowance for a period of two (2) years.

**Adopted 2000**

## **CLOTHING ALLOWANCES FOR MAINTENANCE OPERATIONS SUPPORT CLERKS**

**—150—**

Whereas, Maintenance Operations Support Clerks are required to receive, store and issue parts, therefore be it

Resolved, That Maintenance Operations Support Clerks will receive work clothing allowance.

**Adopted 2000**

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## **CLOTHING ALLOWANCE FOR ALL EMPLOYEES**

**—292—**

Whereas, With more and more mechanization, clerks no longer have sedentary jobs (sitting at a letter case), they are required to be very physical, and

Whereas, Clerks are required to be on their feet on concrete floors for the entire shifts, and

Whereas, Clerks are constantly ripping and tearing their clothes on machinery, and getting grease and ink stains all over their shirts and pants, therefore be it

Resolved, The clothing allowance for all eligible employees should be increased consistent with the cost of living every year, and be it further

Resolved, That employees use these clothing allowances for whatever clothing they deem necessary.

**Adopted 2000**

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## **CLOTHING ALLOWANCE FOR CUSTOMER SERVICE REPRESENTATIVES**

**—293—**

Whereas, Some customer service representatives of the Postal Service who have direct contact with the public do not receive any clothing allowance (Complaint & Inquiry Clerks; Claims & Inquiry Clerks; Passport Clerks, etc.), and

Whereas, The image that these employees portray to the public leaves a lasting impression and has a direct influence on the public perception of the Postal Service, and

Whereas, The Postal Service pressures these customer service representatives to wear "proper attire", and

Whereas, Management has also harassed some employees for not wearing what management considers "proper attire" even though such clothing is allowed in the work place, therefore be it

Resolved, That the American Postal Workers Union negotiate a clothing allowance for customer service representatives who have direct contact with the public but who do not receive a clothing allowance.

**Adopted 2000**

## **INCREASE IN UNIFORM ALLOWANCE FOR MAINTENANCE CRAFT EMPLOYEES**

**—294—**

Whereas, The clothing of Maintenance Craft Employees is subject to extreme "wear and tear" because of the nature of work performed by maintenance employees craft, and

Whereas, The current clothing allowance for Maintenance Craft employees is less than that of Carriers and Motor Vehicle Craft employees even though Maintenance Craft employees are also required to wear uniforms, therefore be it

Resolved, The National Union will seek to negotiate a raise in uniform allowances for all Maintenance Craft employees who perform physical labor on a daily basis to three hundred dollars (\$300.00) a year.

**Adopted 2000**

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## **UNIFORM ALLOWANCE FOR WINDOW CLERKS TO INCLUDE SHORTS & POLO SHIRTS**

**—295—**

Whereas, Window clerks are not allowed to wear shorts or polo shirts, and

Whereas, Letter carriers are allowed to wear shorts and clerks working in the Bulk Mail Entry Unit (Bulk Mail Clerks) are allowed to wear polo shirts, and

Whereas, Both letter carriers and Bulk Mail Clerks work in view of the public and are not required to wear ties, and

Whereas, Only window clerks are required to wear dress shirts and ties, (bosses don't even have to wear ties), therefore be it

Resolved, National Union will seek provisions allowing window clerks to wear shorts and polo shirts, and be it further

Resolved, That National Union negotiate uniform allowances for window clerks that include the purchase of shorts and polo shirts.

**Adopted 2000**

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## **WORK CLOTHES ALLOWANCE INCREASE FOR CLERK, MOTOR VEHICLE AND MAINTENANCE EMPLOYEES**

**—296—**

Whereas, Work clothes allowances for eligible employees who perform dirty work are insufficient, therefore be it

Resolved, That the American Postal Workers Union negotiate a fifty (50%) increase in work clothes allowances for members of the Clerk, Motor Vehicle and Maintenance Craft.

**Adopted 2000**

## **UNIFORM FOR WINDOW CLERKS**

**—80—**

Whereas, The United States Postal Service believes in, and promotes fairness and equality for male and female employees, and

Whereas, the United States Postal Service allows female employees the option to wear an upper body garment that is not tucked in as part of the official uniform while performing window duties; and

Whereas, The option to wear an upper body garment that is not tucked in offers a level of comfort and freedom of movement to females not currently available to males, and

Whereas, In the letter carrier craft, both male and female carriers are allowed the option to wear an upper body garment that is not tucked in as part of the official uniform, therefore be it

Resolved, That the American Postal Workers Union negotiate with the United States Postal Service to make such changes in the Employee and Labor Relations Management Manual to allow male employees the option to wear an upper body garment that is not tucked in as part of the official uniform while performing duties as a Window Clerk.

**Adopted 2000**

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## **UNIFORM/WORK CLOTHES ALLOWANCE**

**—87—**

Whereas, The United States Postal Service requires some employees to wear a uniform/work clothes, and

Whereas, The United States Postal Service gives an unrealistic low allowance for purchase of said uniform/work clothes, and

Whereas, If the United States Postal Service requires employees to wear a uniform/work clothes, then the United States Postal Service should supply the uniform/work clothes, therefore be it

Resolved, That the American Postal Workers Union will require the United States Postal Service to increase all uniform/work clothes allowances to an amount sufficient to provide for the purchase of five (5) complete sets of uniforms/work clothes, per year, for all employees required to wear a uniform/work clothes. The uniforms/work clothes are to be Union made and made.

**Adopted 2002**

## **UNIFORM/WORK CLOTHES ALLOWANCE**

**—89—**

Whereas, Large portions of Maintenance Craft employees do not utilize the uniform/work clothes allowance, and

Whereas, Over five million dollars a year in uniform/work clothes allowance is not used by Maintenance Craft workers, therefore be it

Resolved, That the American Postal Workers Union seeks to negotiate a change in the uniform/work clothes allowance policy that allows better utilization by employees.

**Adopted 2002**

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## **MATERNITY AND PLUS SIZE UNIFORMS**

**—222—**

Whereas, the Sales Service Associates (window clerks) are required to wear a uniform, and

Whereas, Each Sales Service Associate gets a limited amount of uniform allowance per year, therefore be it

Resolved, That every company that sells uniforms should be required to offer big, tall and plus size uniforms and that all uniform companies offering uniforms should also offer maternity clothes.

**Adopted 2002**

## **EXPANDED CLOTHING AND UNIFORM PROGRAMS**

**—92—**

Whereas, The current uniforms lack in quality at a high price, and

Whereas, Faulty or poorly made uniforms are returned at the employee's expense, and

Whereas, There are limited local outlets for purchase of clothing and uniforms, and

Whereas, The current uniforms do not consider the varied female anatomy in clothing design, therefore be it

Resolved, That the uniforms selected give consideration for the female anatomy, and be it further

Resolved, That the American Postal Workers Union seek increased availability at a local level for the clothing and uniform program, and be it further

Resolved, That return expenses are the responsibility of the United States Postal Service, and be it further

Resolved, That the American Postal Workers Union seek better quality uniforms at a fair price, and be it further

Resolved, That the American Postal Workers Union seek only made in the United States of America and Union-made products for the uniform program.

**Adopted 2004**

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## **UNIFORMS**

**—102—**

Whereas, Letter carriers work in view of the public and female Sales and Service Associates are provided with the opportunity to wear shorts/skorts.

Whereas, Letter carriers do not have to wear neckties, therefore let it be

Resolved, All Sales and Service Associates will be provided the opportunity to purchase and wear shorts and work without neckties.

**Adopted 2004**

**INCREASE CLERK CRAFT EMPLOYEE(S) ELIGIBLE FOR WORK CLOTHES  
ALLOTMENT**

**—112—**

Whereas, The United States Postal Service has identified specific employees for entitlements to work clothes in the performance of their duties, and

Whereas, The current listing does not include Clerk Craft employees who perform “dirty work” in breakdown, automation, or dispatch operations, or other mechanized work areas, and

Whereas, Employees continue to ruin clothes, and purchase orthopedic devices for footwear, backs, etc., at their own expense, and

Whereas, In many work areas, it is not feasible to have stationary floor mats due to the movement of equipment into and out of the work area, and

Whereas, The United States Postal Service has pledged to provide a “safe work environment” for all employees, and

Whereas, Providing an allotment for the purchase of proper footwear and/or other protective clothing/devices would help to reduce claims for damage and loss of clothing, or OWCP claims for stress and strain injuries due to prolonged standing, therefore be it

Resolved, That the National American Postal Workers Union shall seek an increase in the classification of employees eligible for a “work clothes allowance” to include all APWU craft employees in manual breakdown, dispatch, and automation operations, and

Resolved, That the National American Postal Workers Union shall seek to increase the amount of work clothes allotment.

**Adopted 2004**

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**MVO/TTO UNIFORMS**

**—113—**

Resolved, That the Union will seek to negotiate design that is consistent with and meets specific industry standards. American/Union-made would prove more suitable and cost effective.

**Adopted 2004**

## **SR / USA OIL & GREASE RESISTANT WORK SHOES**

**—114—**

Whereas, Article 26.3, only allows sixty-two dollars (\$62.00) for work shoes as part of the Motor Vehicle Service allotment for uniforms, and it is becoming increasingly harder for vehicle maintenance technicians (ETAL) to find good SR / USA oil & Grease resistant work shoes, and

Whereas, The cost of quality footwear that will meet the standards to protect technician (ETAL) feet are double in price, therefore be it

Resolved, That consideration be given to raise allotment prices for shoes only, and be it further resolved that the American Postal Workers Union Motor Vehicle Craft Division, along with the United States Postal Service, resolve to seek more companies (e.g. Knapp shoes, Sears, etc.) to accept our current Postal allotment and present credit card assigned to allotment for more choices of work shoes.

**Adopted 2004**

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## **UNIFORM/CLOTHING ALLOWANCE ROLL-OVER**

**—126—**

Whereas, Not every employee entitled to a clothing/uniform/work clothing allowance uses all the allowance allotted to them each year, and

Whereas, Usually the allowance that is left over is not enough to buy a needed item, and

Whereas, What is not used is given back to the Postal Service, therefore be it

Resolved, To make better use of this allowance, and to allow all entitled employees the opportunity to use all of their allowance, that all unused allowances can be carried over year to year. That the entitled employees will have their allowance placed in a bank, and what is not used one year can be applied to a purchase the next year or later.

**Adopted 2006**

## **ADDITIONAL WORK CLOTHES**

**—127—**

Whereas, The established Annual Work Clothing Program for Maintenance employees is insufficient to supply or replace work clothes commonly used or required, and

Whereas, Language in the Employee Labor Relations Manual 931.25 allows installation heads to set policy for maintenance workers required to perform work with a higher standard for clothing/footgear than other employees, and

Whereas, The nature of the work regularly performed by maintenance workers (dirty work, toxic materials, heavy tool use and the climbing of engineering ladders, etc.), is such that work clothing is more akin to tools and safety gear than other employee's, therefore be it

Resolved, That the Work Clothing Program be updated to include an amount that would allow full time maintenance employees to purchase five sets of work clothes and one pair of work shoes annually and allow them to replace work clothes and one pair of work shoes as needed.

**Adopted 2006**

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## **OPEN SEASON**

**-71-**

WHEREAS, current and new employees ponder over the choices of health benefits and other employee benefits every year during the "Open Season", and

WHEREAS, many difficulties face our employees every year, and

WHEREAS, the postal service does not offer any type of short or long term disability programs through our health benefit program, therefore be it

*Resolved*, that at this MPWU State Convention, being held at the Crowne Plaza Hotel and Convention Center, May 15-17, 2008 in Grand Rapids, Michigan that: the union negotiate a short term and long term disability insurance benefit program to be added to our health benefit coverage in Article 21, Section 1, of the National Agreement.

**Adopted 2008**

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## **WINDOW CLERKS TO WEAR SHORTS**

**-72-**

WHEREAS, a double standard exists, as other United States Postal Service employees are allowed to wear shorts, even if they interact with the public, therefore be it

*Resolved*, to abolish this double standard and allow window clerks to wear shorts.

**Adopted 2008**

## **CLOTHING**

**-74-**

WHEREAS, currently, mail processors are not authorized a clothing allotment, and  
WHEREAS, for safety purposes, mail processors are tasked with carrying trays and  
equipment close to their bodies, and

WHEREAS, mail processor's clothes become worn and damaged quite frequently, and  
WHEREAS, some clothing providers will only sell special clothing and/or equipment to  
employees with an allotment, and

WHEREAS, by having a clothing allotment, mail processors could purchase clothing  
specifically designed for this type of work, therefore be it

Resolved, that at this MPWU State Convention, being held at the Crowne Plaza Hotel and  
Convention Center, May 15-17, 2008 in Grand Rapids, Michigan that: the National American  
Postal Workers Union bargain with the United States Postal Service to include mail processing  
clerks as one of the positions who receive a clothing allowance.

**Adopted 2008**

## **ARTICLE 27**

### **COMPENSATION FOR LOSSES OCCURRING IN POST OFFICE PARKING LOTS**

**—94—**

Whereas, Article 27 of the contract currently excludes postal authorities from paying for loss or damage to motor vehicles and the contents thereof while parked in employee parking lots, and

Whereas, Examination of the tort claims information provided by the American Postal Workers Union has revealed that the tort claims procedure fails to provide adequate compensation for losses, and

Whereas, An employee can only file tort claims under certain restricted circumstances, and

Whereas, An employee who has had his/her car vandalized under circumstances that do not fall within the parameters of current restrictions has no further avenue of appeal, therefore be it

Resolved, That the phrase "the above procedure does not apply to privately owned motor vehicles and the contents thereof" be taken out of Article 27 of the Collective Bargaining Agreement.

**Adopted 2000**

## **ARTICLE 28**

### **BONDING FOR WINDOW CLERKS**

**—209—**

Whereas, Window clerks perform duties similar to bank tellers, but are without protection against shortages, therefore be it

Resolved, That the American Postal Workers Union shall attempt to negotiate “bonding” for window clerks, to be provided by the Postal Service.

**Adopted 1998**

**Previously Adopted #191 1990**

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### **MANAGEMENT ERROR IN EMPLOYEES PAY TO BE MANAGEMENT RESPONSIBILITY**

**—211—**

Whereas, There is currently no language protecting employees when issued a “Letter of Demand/Indebtedness” when the indebtedness is due to a “keypunch error,” and

Whereas, This error can create a hardship on an employee to pay back such an indebtedness, and

Whereas, This error can be used as a manipulative tool by management, and

Whereas, It is management’s responsibility to ensure that employee pay is correct, therefore be it

Resolved, That the American Postal Workers Union attempt to negotiate language in the 1998 National Agreement that will place the burden of such a debt on management and the employee is absolved of indebtedness.

**Adopted 1998**

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### **POSTAL STORE ACCOUNTABILITY TOLERANCE**

**—213—**

Whereas, Tolerance of the Postal Store Clerk’s accountability is two dollars (\$2.00) (one hundred dollars (\$100.00) cash, plus or minus two dollars (\$2.00)), and

Whereas, To stay within the two dollars (\$2.00) tolerance, window clerks must count all their change every night at checkout time to the penny. Change in the drawers could vary from Five (5) or Six (6) dollars to eighteen–twenty dollars (\$18.00–\$20.00), therefore be it Resolved, The tolerance level be negotiated by the National to be raised to ten dollars (\$10.00) for Postal Store Window Clerks.

**Adopted 1998**

## **REMOVE WINDOW CLERK ACCOUNTABILITY**

**—214—**

Whereas, Window clerks at a United States Postal Service Postal Store have an accountability of one hundred dollars (\$100.00) and are not responsible for stamp stock, and

Whereas, Cameras have been Installed to cover the clerks and the lobby and most of the area behind the window screen, therefore be it

Resolved, That the Postal Service, nationwide, remove the stamp stock accountability from every window position without rebid, transferring all the stock to Station or unit accountability and unaccountable treasure chests.

**Adopted 1998**

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## **SECURITY OF KEYS, CONTAINERS AND LOCKS FOR WINDOW PERSONNEL**

**—215—**

Whereas, Window clerk employees are assigned containers, keys & locks to properly secure accountable cash and stock items issued to them, and

Whereas, There is currently no language for the chain of custody to protect the integrity and security of such keys & locks prior to them being issued, and

Whereas, Window clerk employees have discovered duplicate keys which will open the locks of their containers, and

Whereas, Window clerks are held strictly accountable for any shortages and

Whereas, The Postal Service continually fails to address and take responsibility for all security violation issues experienced by Window Clerk personnel, therefore be it

Resolved, That the American Postal Workers Union negotiate language to provide a chain of custody, integrity and security of all keys, containers and locks prior to issue, to secure accountable items for which they are financially liable.

**Adopted 1998**

## **DISCOVERED ACCOUNTED DISCREPANCIES AFTER RETIREMENT**

**—115—**

Whereas, Employees have been and continue to be held financially responsible for financial discrepancies and accounting errors made by the United States Postal Service regardless of when these discrepancies are discovered, and

Whereas, These discrepancies can go back as far as an employee's entrance date into the United States Postal Service, and

Whereas, In some instances these discrepancies are not being found by management until after an employee has applied for retirement or actually retired, and

Whereas, The financial resolution of these discrepancies is not being demanded until after an employee has retired, therefore be it

Resolved, That the United States Postal Service be held to a strict time limit of two years from the date of any financial indebtedness or pay discrepancy to act upon any allegations of overpayment to the employee, and be it further

Resolved, That any discrepancies found at the time of retirement be considered untimely for collection, and be it further

Resolved, That all employees current rights of appeal and the freezing of the requirement to pay until after the final adjudication of their appeals, remain intact.

**Adopted 2004**

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## **LETTER OF DEMAND TO BE ISSUED WITHIN 14 DAYS OF AUDIT**

**—297—**

Whereas, There are no regulations requiring issuance of letter(s) of demand within a specific time after an audit, and

Whereas, The Postal Service demands money allegedly due to them for an indefinite time period, Whereas, It is difficult for the union to gather needed evidence to properly defend an employee after a long period of time has lapsed, and

Whereas, The Postal Service is only required to retain the documentation related to audits for two (2) years, and

Whereas, The Postal Service uses this lapse in time to weaken the Union's case, and

Whereas, The membership has fourteen (14) days to file a timely grievance, therefore be it

Resolved, The Union will attempt to negotiate language that prevents issuance of letter(s) of demand after fourteen (14) days from the date of the audit.

**Adopted 2000**

## **TIME LIMITS ON ISSUING A LETTER OF DEMAND**

**- 75 -**

WHEREAS, our Collective Bargaining Agreement or any of the supporting manuals currently does not have any language outlining time limits from the time of an audit to the issuance of a letter of demand, and

WHEREAS, the United States Postal Service will demand money allegedly due to them for an indefinite time period, and

WHEREAS, it is difficult for the union to gather needed evidence to properly defend an employee after time has lapsed, and

WHEREAS, the United States Postal Service is only required to retain the required documentation for two (2) years, and

WHEREAS, the United States Postal Service uses this lapse in time to weaken the union's case, and

WHEREAS, the membership has fourteen (14) days to file a timely grievance, therefore be it

Resolved, that at this MPWU State Convention, being held at the Crowne Plaza Hotel and Convention Center, May 15-17, 2008 in Grand Rapids, Michigan that: we go on record as mandating our national union to negotiate a time limit of fourteen (14) days from the date of the shortage for the United States Postal Service to issue a letter of demand for money allegedly due to them.

**Adopted 2008**

## **ARTICLE 30**

### **INCORPORATE LANGUAGE COVERING TRANSITIONAL EMPLOYEES INTO ARTICLE 30**

**—216—**

Whereas, Article 30 does not apply to Transitional Employees when local agreements are negotiated,

Whereas, The American Postal Workers Union represents many Transitional Employees at Remote Encoding Centers throughout the country, therefore be it

Resolved, Transitional Employees will be covered by Article 30.

**Adopted 1998**

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### **APPLICATION AND MODIFICATION OF OVERTIME (PENALTY) OVERTIME TO BE SUBJECT TO NEGOTIATION AT THE LOCAL LEVEL.**

**—R-98-013 MVS—**

Whereas, overtime penalty overtime was created to restrict overtime

Whereas, these penalty restrictions imposed have an adverse effect and does not represent the best interests of every local.

Resolved, that the best interests of every local would clearly represented if locals where given the opportunity to amend or modify these restrictions in local negotiations or memorandum of understandings

Be it further resolved, that if no reference or modifications where made. The present language would apply.

**Adopted 1998**

## **IMPASSE ITEMS MUST NOT BE COMBINED WITHOUT MUTUAL AGREEMENT**

**—217—**

Whereas, During 1994–1998 Local Negotiations, the Postal Service has consolidated provisions of Article 30, Section C, which states: “inconsistent with or in conflict with Article 30, Section F” and “an unreasonable burden,” and

Whereas, This practice has created a roadblock in dealing with unresolved issues in a fair and practical manner, therefore be it

Resolved, That impasses under Article 30, Section C and Section F in the National Agreement be a subject for separate grievances unless mutually agreed otherwise by both parties, and be it further

Resolved, That the language of Article 30, Section C, “unless inconsistent with or in conflict with the 1994 National Agreement” be deleted.

**Adopted 1998**

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## **LOCAL MEMORANDUM OF UNDERSTANDING FOR MEMBERS-AT-LARGE**

**—218—**

Whereas, There are many large states with sparse population densities where Members-At-Large (MALs) are not in proximity to any local and the Union influence is less than desired, and

Whereas, Many area locals are unable or uninterested in representing MAL offices, and

Whereas, MALs are unable to negotiate Local Memorandums of Understanding under Article 30 and are therefore unprotected by negotiated rights as simple as negotiated leave programs, wash up periods, overtime desired list, holiday volunteer lists, etc., therefore be it

Resolved, That the American Postal Workers Union seek to negotiate language wherein MALs could be covered by a statewide Memorandum of Understanding.

**Adopted 1998**

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## **MAKE PART-TIME REGULAR ASSIGNMENTS LOCALLY NEGOTIABLE**

**—219—**

Whereas, Bidding into an existing part-time regular job can be an invaluable option for clerks who need time to care for family members, attend school, or to reduce their work load for health reasons, and

Whereas, The number and schedule of part-time regular clerk jobs that would give maximum benefit to the local work force is unique to each office, therefore be it

Resolved, That the American Postal Workers Union attempt to negotiate that the number and schedules of part-time regular bid jobs will be an item to be determined by local negotiations, in offices where such jobs already exist.

**Adopted 1998**

## **NEGOTIATING SECTIONS DUE TO TECHNOLOGICAL CHANGES**

**—220—**

Whereas, Article 30 states “the identification of assignments comprising a section, when it is proposed to reassign within an installation, employees excess to the needs of a section,” and,

Whereas, Article 30 states “when installations are consolidated or when a new installation is established, the parties should conduct a thirty (30) day period of local implementation,” and,

Whereas, This current language only allows renegotiation of sections changed due to technological changes during the thirty (30) days of local negotiations, therefore be it

Resolved, That Article 30 of the Collective Bargaining Agreement be amended to include that the Union may reopen local negotiations to redefine sections changed due to technological changes.

**Adopted 1998**

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## **ANNUAL LEAVE SELECTIONS**

**—R-98-009 MVS—**

Whereas, the selection process is usually at the start of the year, or the period just prior .

Whereas, after the selections are made, the balance is converted to incidental leave.

Incidental leave is granted, solely at the discretion of management.

Whereas, the membership would be best served if the residual (bid annual), was left open all year. Future selections should be made available, consistent and subject to leave balance and prior selection requirements and stipulations

Be it resolved, that selections from unused portion of bid leave selection be made available after process is complete. The pick should be automatic if consistent with seniority and existing leave policies leave is exchanged at one week increments (week for week)! All other selections to be from leave balance of residual weeks or as negotiated at the local level.

**Adopted 1998**

## **TIMELY SCHEDULING OF IMPASSE ARBITRATION**

**—221—**

Whereas, Postal Workers are not guaranteed wash up time under the provisions of Article 30, and

Whereas, The Union has demonstrated with substantial evidence that wash up time is not in conflict or inconsistent with the National Agreement, nor is it an unreasonable burden, and

Whereas, When the Union presents its case concerning wash up time in a timely manner, the Postal Service uses dilatory tactics to impede resolution of the case, and

Whereas, Justice delayed is justice denied, therefore be it

Resolved, That the following language be added to Article 30, Section C, "Arbitration dates are to be scheduled within ninety (90) days."

**Adopted 1998**

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## **INCLUSION OF BREAKS IN ARTICLE 30 NEGOTIABLE ITEMS**

**—95—**

Whereas, Article 30, Section B of the National Agreement provides for Local Negotiation of twenty-two (22) specific items, and

Whereas, None of these specific items provides for negotiating breaks, and

Whereas, Many smaller offices have difficulty establishing specified breaks, therefore be it

Resolved, That Article 30, Section B of the National Agreement be expanded to include twenty-three (23) items. The additional item will be "Duration of breaks during an employees work day."

**Adopted 2000**

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## **ITEMS THAT CAN BE NEGOTIATED FOR TRANSITIONAL EMPLOYEES**

**—96—**

Whereas, Some issues related to transitional employees are part of our National Agreement, and

Whereas, The life expectancy of transitional employees in the American Postal Workers Union bargaining unit will extend through the life of this contract, therefore be it

Resolved, That issues related to transitional employees be included in the Article 30 listing of items that can be negotiated under local negotiations.

**Adopted 2000**

## **LMOU EXPANDED TO INCLUDE PTF SENIORITY FOR WORK HOURS AND TRAINING**

**—98—**

Whereas, In smaller offices, because of lack seniority protections, part-time flexibles are often not given their fair share of hours because of management favoritism, and

Whereas, Senior part-time flexibles often do not receive desired training which could result in more work hours, therefore be it

Resolved, That the American Postal Workers Union negotiate in Article 30 an item to expand the LMOU to include seniority principles for part-time flexibles in regard to work hours and training.

**Adopted 2000**

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## **NO OPENING OF NEGOTIATIONS**

**—99—**

Whereas, Sections C and F of Article 30 gives the Postal Service the right to impasse any item that it claims is inconsistent or in conflict with the National Agreement or represents an unreasonable burden, and allows either party to open local negotiations, therefore be it

Resolved, If the local does not want to open negotiations, the agency should be precluded from doing so.

**Adopted 2000**

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## **RIGHTS FOR MEMBERS-AT-LARGE**

**—100—**

Whereas, Article 30 only allows Locals to negotiate items once each contract, and

Whereas, Members-At-Large are often subject to the whims of management regarding issues of leave and other Article 30 items, and Whereas, Many Members-At-Large do not belong to an Area Local or do not have enough members to form a Local, thus they are excluded from the negotiated rights and privileges allowed under Article 30, therefore be it

Resolved, That the American Postal Workers Union seek to negotiate across-the-board, minimum rights for Members-At-Large similar to those negotiated by locals through Article 30 provisions.

**Adopted 2000**

## **LMOU CHALLENGED**

**—97—**

Whereas, Article 30 provides for the American Postal Workers Union locals and United States Postal Service, on the local level, to negotiate Local Memorandums of Understanding (LMOUs) on various issues of importance to the membership, and

Whereas, These LMOUs are entered into by mutual agreement of the Postal Service and the Union at the local level, and

Whereas, The language in these LMOUs, having been freely entered into by both parties, should remain in effect until and if an arbitrator finds it to be in conflict or inconsistent with the National Agreement, and

Whereas, The American Postal Workers Union negotiators signed a Local Implementation Memorandum of Understanding with the Postal Service allowing for the elimination of language in a LMOU that was challenged by management, after a period of seventy-five (75) days and that requires locals to go to arbitration to get it back, and

Whereas, Management has used this sign off to challenge entire LMOUs and eliminate them in their entirety, and

Whereas, Language in the National Local Implementation Memorandum of Understanding that provides for expeditious arbitration of such disputes is useless and ineffective, and

Whereas, This issue is a top priority of the membership, therefore be it

Resolved, Language in the National Local Implementation Memorandum of Understanding which calls for the automatic elimination of language in LMOUs prior to an arbitrator declaring it to be inconsistent or in conflict with the National Agreement be eliminated, and be it further

Resolved, Language be negotiated in its place which states that all LMOU language will remain in effect until it is ruled by an arbitrator to be in conflict or inconsistent with the National Collective Bargaining Agreement, and be it further

Resolved, If the American Postal Workers Union is not successful in gaining management agreement to these changes our national negotiators will be mandated to take this issue to binding arbitration, and be it further

Resolved, Article 30 shall be expanded to include provisions for items of local interest which must be negotiated, and be it further

Resolved, Locals and local management may open local negotiations at any time by mutual agreement, and be it further

Resolved, The American Postal Workers Union negotiate across the board minimum rights for members at large in absence of an existing state or local agreement under Article 30.

**Adopted 2000**

## **RIGHT TO LOCAL IMPASSE**

**—90—**

Whereas, The 2000 arbitrated Collective Bargaining Agreement provides the right for local negotiation of a modified work week, and

Whereas, The American Postal Workers Union and United States Postal Service, in their infinite collective wisdom (or lack thereof), signed a Memorandum of Understanding effectively rendering this right meaningless by giving management the right to veto any such negotiations, therefore be it resolved

Resolved, That the right for impasse of the modified work week be negotiated as part of Article 30 of the Collective Bargaining Agreement.

**Adopted 2002**

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## **ALLOW LOCAL AUTONOMY TO NEGOTIATE CRAFT BIDDING RIGHTS ACROSS INSTALLATION BOUNDARIES**

**—116—**

Whereas, Many American Postal Workers Union members live far from the postal installation where they work, but live much closer to offices that are part of a different installation, and

Whereas, These members face the all-too-frequent barriers to transferring to another office: difficulty in getting accepted due to an accident or sick leave use, loss of seniority, the odds against finding an employee of the same craft and level willing to swap to reduce the seniority loss, and

Whereas, Time spent commuting to work is a burden afflicting many of our members and their communities, and

Whereas, The current structure of postal installations is an outdated relic from a time when the postmaster was an absolute monarch in a tiny kingdom, with employees lacking the mobility to easily escape from a tyrant, and

Whereas, Management employees are able to cross installation boundaries without penalty, and

Whereas, The ability to bid across installation boundaries would impact American Postal Workers Union members in different ways depending on circumstances in their local geographic area, therefore be it

Resolved, That the American Postal Workers Union seek changes in the contract to allow state or local American Postal Workers Union organization (as appropriate) to negotiate to expand bidding rights, where desired, to encompass the offices of two or more installations, and further be it

Resolved, That such attempts at negotiating geographic expansion of bidding rights may be done on a craft by craft basis at the option of the American Postal Workers Union local and state organizations involved.

**Adopted 2004**

## **10/4 MODIFIED WORK WEEK**

**—120—**

Whereas, District and/or Area Management has interfered in the negotiation process of 10/4 modified work week programs, and

Whereas, Local parties are best equipped to deal and know the local operations, therefore be it

Resolved, The American Postal Workers Union seek to make the necessary changes to Article 30 so the negotiations of a 10/4 modified work week is an item for local negotiations, and be it further

Resolved, Headquarters management will notify district, area, and local management that negotiation of the modified 10/4 work week has the “blessing” of headquarters, and must be left to the parties at the local level, based upon operational needs.

**Adopted 2004**

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## **INCIDENTAL LEAVE**

**—128—**

Whereas, Local management is not consistent and fair in granting incidental leave, therefore be it

Resolved, Article 30 be amended to include guaranteed minimum incidental leave selection procedures.

**Adopted 2006**

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## **PART-TIME FLEXIBLE OVERTIME**

**—129—**

Whereas, The United States Postal Service plays games with overtime by manipulating the schedules of Part Time Flexibles, therefore be it

Resolved, That American Postal Workers Union seek and negotiate the inclusion of Part Time Flexibles in overtime pecking orders under Article 30.

**Adopted 2006 as referred – Res #23**

## **ARTICLE 31**

### **TEAM CONCEPT**

**—222—**

Whereas, Management continuously pushes for their Team Concept, therefore be it  
Resolved, That the American Postal Workers Union continue to fight this Postal Service  
Propaganda and attack on our Union.

**Adopted 1998**

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### **FILE MAKER PRO COMPUTER PROGRAM**

**—101—**

Whereas, Security at some locals is minimal because of frequent turnover of stewards and officers, filing cabinets are frequently left unlocked, management requires a key to the union office and some locals have to share their office with other unions, and

Whereas, Computer crime is on the rise (identity theft, harassment, stalking, credit ruin, etc.). Social security numbers can be used to access financial and/or medical records. Personal information on databases is saleable information, and

Whereas, Many members feel their right to privacy is being invaded and would consider quitting the Union if their right to privacy is taken from them. Many people (specially single women) are concerned about easy accessibility to their private information. Harassment and problems already existing among co-workers, and with officers running unopposed and thus are not elected by the majority of the membership, add to concerns about privacy, and

Whereas, The time this program would save a steward is small compared to the problems it could cause. Stewards can personally request necessary personal information from the grievant for the purpose of filing a grievance. Grievances sent from Locals to the National at Step 3 and beyond already include all the necessary information and the Postal Service is under the Privacy Act, therefore be it

Resolved, That the National request that Locals inform members about the File Maker Pro Computer Program and ask for their input, and be it further

Resolved, That before this information is downloaded from National to Locals, written permission should be obtained from the people involved, or else ask members to vote on this issue, and be it further

Resolved, The American Postal Workers Union will find an alternate system, other than social security numbers for member identification.

**Adopted 2000**

## **WITHDRAW FROM NLRB DISPUTE RESOLUTION PROCESS**

**—102—**

Whereas, The NLRB Dispute Resolution Process has not served the best interests of members of the American Postal Workers Union, and

Whereas, Management does not follow the procedure in the Dispute Resolution Process Memorandum of Understanding, therefore be it

Resolved, The American Postal Workers Union will immediately withdraw from the Dispute Resolution Process, and be it further

Resolved, That if the Union is not successful in negotiating the above change, the Union is mandated to pursue the issue at binding arbitration.

**Adopted 2000**

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## **ACCESS TO AND OBTAINING INFORMATION IN ELECTRONIC FORMAT**

**—121—**

Whereas, The United States Postal Service has ceased to produce information in a number of hard copy formats, such as, records available in the TACS program, and

Whereas, The United States Postal Service has refused to provide information requested by the American Postal Workers Union at many of the local levels in a computerized, or other electronic format/media, and

Whereas, The United States Postal Service has committed to the “Paperwork Reduction Act,” which allows for information to be shared in other media besides a, “hard copy,” and

Whereas, Many United States Postal Service Managers claim that they do not have enough time to extract data requested by the American Postal Workers Union on the local level for policing and enforcement of the Collective Bargaining Agreement, and wish to attach a fee for their time spent, therefore be it

Resolved, That the National American Postal Workers Union shall seek negotiated language, which will allow for a transmittal of information requested by the American Postal Workers Union on a local basis in an alternate electronic format/media, and be it further

Resolved, That the National American Postal Workers Union shall seek negotiated language, which will afford American Postal Workers Union Representatives at the local level access for the review of such information in a computerized format.

**Adopted 2004**

**ACCESS TO THE UNITED STATES POSTAL SERVICE “BLUE PAGE AND INTRANET”**

**—122—**

Whereas, The United States Postal Service has ceased printing and reproducing a number of handbooks, manuals, and other instructions and information in a hard copy format, and

Whereas, There is a great deal of information relevant to employees interests and job performance available to them on, and through the “Blue Page” of the United States Postal Service Intranet, and

Whereas, Current access through work floor kiosks to United States Postal Service information are extremely limited, and deprive many of our members and representatives access for proper review of all information available, and

Whereas, A majority of Craft employees (Clerk, Maintenance, Motor Vehicle) are excluded from access to United States Postal Service computers by nature of their job assignments on the workroom floor, and as a result restricted from access to the “United States Postal Service Intranet Blue Page,” therefore be it

Resolved, That the National American Postal Workers Union shall seek to obtain access to the United States Postal Service Intranet for all American Postal Workers Union local's for the fair and proper representation of their membership, and be it further

Resolved, That the National American Postal Workers Union shall seek to negotiate access to the United States Postal Service, “Blue Page and Intranet” for use by all employees on the workroom floor.

**Adopted 2004**

## **ARTICLE 32**

### **ANTI-PRIVATIZATION**

**—223—**

Whereas, Postal workers have worked long and hard for the American Public and they have come to expect certain standards of work and the sanctity of mail that Postal workers provide, and

Whereas, A private corporation can not provide these same standards, and

Whereas, Postal workers contribute to the quality of life in their communities through taxes and activism, therefore be it

Resolved, That all postal service jobs remain within the postal service, and be it further

Resolved, That mail generated in or to be delivered in the United States be processed by United States Postal workers.

**Adopted 1998**

**Previously Adopted #228 1994**

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### **COMPANY NEUTRALITY IN ORGANIZING CAMPAIGNS**

**—224—**

Whereas, The American Postal Workers Union is firmly committed to organizing workers doing postal work in the private sector, and

Whereas, A major tactic of the companies resisting unionization is to run aggressive and often illegal anti-union campaigns, and

Whereas, These campaigns include captive audience meetings, anti-union films, threatening of plant closings firings, etc., and

Whereas, These sophisticated anti-union campaigns are run by professional union busting firms and have the affect of intimidating workers to the point where fair and free union elections are impossible,

Whereas, The vast majority of workers will join unions in an atmosphere free of company harassment and intimidation, therefore be it

Resolved, That the American Postal Workers Union attempt to negotiate language in the 1998 National Agreement that if any work is contracted out by the United States Postal Service, the contract must include a “neutrality” clause whereby the private companies must remain neutral in any organizing efforts initiated by the American Postal Workers Union.

**Adopted 1998**

## **CONTRACTING OUT OF PRIORITY MAIL CENTERS**

**—225—**

Whereas, Privatization of the Postal Service and other public services is occurring, and this represents union-busting and loss of union jobs, and

Whereas, Postal privatization represents the undermining of the people's right to universal and uniform postal services, and

Whereas, Piece by piece privatization of the United States Postal Service is taking place with increasing contracting out of postal work to the non-union private sector, and

Whereas, The recent contracting out of the ten (10) new Priority Mail Centers to Emery Worldwide Airlines to the tune of \$1.7 billion represents the most direct assault to date on traditional postal work and jobs, and

Whereas, The fact that the United States Postal Service has acknowledged that the contract for priority mail will cost more money than if the work is performed by unionized postal workers, underscoring that privatization is union-busting, therefore be it

Resolved, That the membership of American Postal Workers Union is urged to convene a summit of Postal Unions to formulate a plan of action to jointly respond to the contracting out of Priority Mail, and be it further

Resolved, That since we will unionize workers in the private sector doing postal work that this summit also address how to best jointly proceed with such efforts, and be it further

Resolved, That our National Unions pool resources to launch a public education campaign on the danger of postal privatization to their service, future jobs for our youth, and the health of our communities, and be it further

Resolved, That our National Union jointly with or without all other postal unions and with or without assistance from the AFL-CIO immediately implement protest actions against the contracting out of priority mail centers and this new assault on our jobs, our unions and our service.

**Adopted 1998**

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## **ELIMINATE SUBCONTRACTING**

**—228—**

Whereas, Subcontracting continues to pose a major threat to our postal careers, and

Whereas, There has not been a comprehensive strategy developed by the American Postal Workers Union, involving all crafts and departments, to forcefully and effectively deal with all facets of postal subcontracting, therefore be it

Resolved, That the American Postal Workers Union immediately develop a strategy to effectively deal with all areas of subcontracting with the goal to eliminate subcontracting.

**Adopted 1998**

**Previously Adopted #228 1994**

## **COOPERATION BY CONTRACT VENDORS WITH UNION REPRESENTATIVES**

**—226—**

Whereas, Management constantly uses contract employees to provide statements or evidence against our bargaining unit employees which supports an effort to discipline and discharge our members, and

Whereas, Management, after relying upon statements or evidence from contract employees, claims to have no control over these contract employees to require their cooperation in the union's investigation, even though these contractors willingly cooperate with management's investigation, and

Whereas, Arbitrators continue to uphold management's position stating that the Postal Service cannot compel these contract individuals to cooperate with the Union yet their testimony and evidence can be relied upon in arbitration, and

Whereas, This creates a wholly unfair system, denying our members due process through a fair, fully, and thorough defense in the grievance procedure, therefore be it

Resolved, That all contracts let by the United States Postal Service be required to contain a clause compelling cooperation and access by Union Representatives in the course of a grievance investigation.

**Adopted 1998**

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## **EXPANDED RETAIL SERVICE**

**—229—**

Whereas, The United States Postal Service is actively moving into shopping malls as a step in giving our jobs to the private sector, and,

Whereas, Buying stamps and other retail products in shopping malls is convenient for the public, therefore be it

Resolved, that the American Postal Workers Union launch an all out effort to negotiate that the establishment of postal retail stations in shopping malls and other retail centers be staffed by career postal employees and will be open the same hours as the malls.

**Adopted 1998**

**RESTRICTIONS ON CONTRACT STATIONS DISPLAY OF THE UNITED STATES  
POSTAL SERVICE LOGO**

**—231—**

Whereas, Contract stations purport to be legitimate postal installations that are staffed by members of the American Postal Workers Union by displaying the United States Postal Service logo, thus defrauding the American public, therefore be it

Resolved, That contract stations be precluded from displaying the United States Postal Service logo.

**Adopted 1998**

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**RESTRICT SUB-CONTRACTING OF VEHICLE MAINTENANCE WORK**

**—232—**

Whereas, Article 32, addresses the subcontracting of Highway Movement of Mail, and has provisions for the Union to submit a cost comparison for a Highway Movement of Mail award, and

Whereas, Article 32, is silent on the subcontracting of vehicle maintenance and repair work, and the Postal Service would rather subcontract vehicle maintenance work than pay overtime or hire new mechanics, therefore be it

Resolved, That the Union attempt to negotiate with the Postal Service to establish an hourly cost comparison limit, and no vehicle maintenance work be contracted out to local repair shops until the overtime desired list has maximized out at twelve (12) hours a day, sixty (60) hours a week.

**Adopted 1998**

## **RETURN WORK FROM CONTRACT STATIONS**

**—233—**

Whereas, The United States Postal Service has always prided itself on the services made available to its customers, and it is a fact that window and retail service has historically been performed by clerks,

Whereas, Window clerks are trained professionals who take pride in the jobs they perform for the United States Postal Service and work hard to sell services and satisfy the customer, therefore be it

Resolved, That the United States Postal Service should use postal employees to perform window and retail sales duties and, be it further

Resolved, the United States Postal Service immediately cease any and all plans to contract out this work, and be it further

Resolved, That the United States Postal Service return all work previously awarded to contract stations immediately, and restore this work to postal workers.

**Adopted 1998**

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## **SUBCONTRACTING—HIGHWAY MAIL MOVEMENT**

**—234—**

Whereas, Present language contained in Article 32, Section 2 is counterproductive toward the American Postal Workers Union's mission to successfully compete for, and be awarded Highway mail contracts due to the one hundred thousand dollar (\$100,000) limit, and

Whereas, Many Highway contracts are under the one hundred thousand dollar (\$100,000) threshold, therefore be it

Resolved, That the language in Article 32 be changed to allow the American Postal Workers Union to compete for those Highway mail contract routes which are below the one hundred thousand dollar (\$100,000) threshold.

**Adopted 1998**

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## **NO CONTRACTING OUT**

**—103—**

Whereas, The Postal Service has contracted out numerous jobs formerly held by the bargaining unit,

Whereas, Automation has continued to cut job opportunities for career employees, therefore be it

Resolved, That the American Postal Workers Union negotiate protection of bargaining unit jobs from further contracting out.

**Adopted 2000**

## **SUBCONTRACTING COST**

**—104—**

Whereas, Article 32 does not sufficiently restrict management's right to contract out craft work, therefore be it

Resolved, To delete the present language in Article 32 (Subcontracting), and be it further

Resolved, There will be no mileage restrictions on Postal Vehicle Service, and be it further

Resolved, The craft will maintain all work it presently maintains, and be it further

Resolved, The service must provide the equipment and staffing to perform all work. Planned managerial failure will result in monetary compensation to bargaining unit employees in the craft. If there is no appreciable difference or minimal cost difference, the work will be deemed to belong to the craft. In all cost comparative studies the craft will be able to question the figures and method utilized. Should the cost at anytime exceed contractor estimates, the work in question will be returned to the craft. In all instances, including, but not limited to, emergency contracting. The agency will be required to send work to all other area postal facilities prior to contracting out, and be it further

Resolved, That the director of the Motor Vehicle Craft at the National level negotiate any/all additions, modifications or deletions that will provide protection for bargaining unit work.

**Adopted 2000**

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## **SUBCONTRACTING FORMULA FOR CUSTODIAL SERVICES**

**—105—**

Whereas, The American Postal Workers Union has vowed to reduce subcontracting of Postal jobs,

Whereas, Subcontracting of custodial service does not provide adequate levels of cleanliness, and

Whereas, Management continues to reduce standards and frequencies needed to provide safe and healthful working environments, therefore be it

Resolved, To reduce the figures of eighteen thousand (18,000) and five hundred thousand (500,000) in the Memorandum on Subcontracting of Cleaning Services, and be it further

Resolved, The American Postal Workers Union seek to negotiate a return to the thirty-two (32) hour standard previously outlined in ASM 535.261.

**Adopted 2000**

## **SUBCONTRACTING IMPACT**

**—106—**

Be It Resolved, That Article 32.1.B be changed to read “the employer will give advance notice to the Union at the National and the Local Level when subcontracting which will have a significant impact.

**Adopted 2000**

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## **SUBCONTRACTING MUST BE 10% LESS**

**—107—**

Whereas, The United States Postal Service is contracting out bargaining unit work at all levels and in all crafts, therefore be it

Resolved, That the United States Postal Service may not contract out any bargaining unit work until and unless a joint labor-management study proves that the complete cost of the work to be contracted is at least ten percent (10%) less than the cost of keeping the workers in the bargaining unit, while requiring the contractor to pay its employees the equivalent of postal bargaining unit wages and benefits and to provide the same level of service, and be it further

Resolved, That all work previously contracted out shall be returned to the appropriate craft at the end of the current contract(s) until and unless the principles outlined in the previous resolve are accomplished.

**Adopted 2000**

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## **TIMELY NOTICE AND NEGOTIATIONS ON SUBCONTRACTING**

**—108—**

Whereas, The Postal Service continually evades its obligations to timely notify the American Postal Workers Union of subcontracting initiatives at the National and Regional levels, and

Whereas, The Postal Service routinely notifies the Union of subcontracting only after a decision has been made to do so, therefore be it

Resolved, That the Union negotiate contract provisions that mandate the Postal Service to notify and involve the Union early in the process of subcontracting.

**Adopted 2000**

## **CUSTODIAL SUBCONTRACTING FORMULA**

**—151—**

Whereas, Management is subcontracting custodial work and we are losing jobs, therefore be it

Resolved, That the American Postal Workers Union negotiate a return to the thirty-two (32) hour standard previously outlined in the ASM 535.261.

**Adopted 2000**

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## **EXTEND NATIONAL SUBCONTRACTING INITIATIVE**

**—298—**

Whereas, Experience shows, as documented by the recent report on subcontracting by the office of the Postal Service Inspector General, in-house, unionized postal workers do the best job in customer service and the most economical job of processing and delivering the mail, and

Whereas, Privatization in general, and in the Postal Service in particular, leads to cuts in wages, rights and benefits for workers, therefore be it

Resolved, That the National Subcontracting Initiative in the 1998-2000 Contract be extended for the life of the next contract, retroactive to its current expiration, May 20, 2000.

**Adopted 2000**

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## **CONTRACT IN**

**—124—**

Whereas, Mailing houses, pre-sort bureaus, and mailing consolidators have stolen the work previously performed by the Postal Service with union labor, and

Whereas, Those companies make huge profits with underpaid non-union labor, and

Whereas, The Postal Service has idle machines and a labor surplus, and

Whereas, The goal of the Postal Service to automate the mail has been completed, therefore be it

Resolved, That the American Postal Workers Union at the national level negotiate with the Postal Service to CONTRACT IN the work currently performed by mail houses, pre-sort bureaus, and mail consolidators, and

Resolved, That the American Postal Workers Union at the national level force the Postal Service to contract the work performed by those companies and to contract the clients of those companies back to the Postal Service, and

Resolved, That the American Postal Workers Union at the national level establish a transportation network for the collection and transportation of that mail to postal facilities.

**Adopted 2004**

## **SUBCONTRACTING GUIDELINES**

**—125—**

Whereas, United States Postal Service management has been refusing to negotiate in good faith provisions of Article 32, and

Whereas, Management failed to bargain in good faith in awarding any new contracts or stations (facilities) to Motor Vehicle, and

Whereas, Article 32 Section 2 A, B, C, D, E, F, G, H, is very weak and needs to be renegotiated, therefore be it

Resolved, That the American Postal Workers Union negotiated for a fixed mile radius of 150 miles or 31/2 hours around each GMF, AMC, BMC, MPA hub or any facility that processes all classification of mail, empty equipment, empty trailers, private mailers and drop shipments, etc. This is to include combination stations if one station is inside the radius and the other outside to be serviced by PVS service, and be it further

Resolved, That as contracts for contractors expire, the routes are to be turned over to PVS services for operation, and be it further

Resolved, That the American Postal Workers Union renegotiate new language into Article 32 of our Collective Bargaining Agreement to include, “a radius of 150 mile or 31/2 hours from a mail processing hub (GMF, MPA, AMC, PMPC, BMC) to be serviced by PVS in also include all private mailers, empty equipment, drop shipments, empty trailers, etc. and to include combination stations if one station is inside the radius and the other outside to be serviced by PVS services. The National negotiating team will not negotiate any language involving this resolution to the detriment of the maintenance craft.

**Adopted 2004**

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## **MOTOR VEHICLE CONTRACTING**

**—130—**

Resolved, That Article 32 provide for national notification with significant impact on Highway Contract Routes with operating guidelines, notification for Highway Contract Routes with appropriate guidelines be at both the local and national level, therefore be it

Resolved, That before Motor Vehicle Services management contracts out any mechanical, repair, warranty, body and fender work, management meet with the union at the local level to discuss Article 32 criteria, and be it further

Resolved, Since management hides all staffing matrixes, the disclosure of matrixes with appropriate staffing per facility be established similar to the formulas of the maintenance craft.

**Adopted 2006**

## **SUBCONTRACTING OF MOTOR VEHICLE SERVICES**

**—131—**

Whereas, Article 32 is a management friendly and permissive article, and

Whereas, Article 32.2.A only asks that management give “due consideration” to Motor Vehicle Service, therefore be it

Resolved, That American Postal Workers Union seek and negotiate the wording addition of “new work” at the end of the paragraph in Article 32.2.A, and be it further

Resolved, That Article 32.2.C has another paragraph that reads:

“The subcontracting of Motor Vehicle Services work shall only be done when all other avenues of utilizing career Motor Vehicle Services personnel have been exhausted.”

**Adopted 2006**

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## **MEASUREMENTS FOR SUBCONTRACTING**

**—132—**

Whereas, The current measurement system listed in the “Subcontracting Cleaning Services” Memorandum of Understanding provides too many opportunities for subcontracting, therefore be it

Resolved, That Section a.(1) of the Memorandum of Understanding be changed so that you divide the measurements by 9,000 instead of 18,000 and then round off the resulting number to four (4) decimal places.

**Adopted 2006**

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## **FIXED ANNUAL RATE**

**—133—**

Whereas, Article 32, Section 2.g.1 a fixed annual rate contract over \$100,000 per annum, but not more than 350 miles round-trip length, and

Whereas, The word “and” after length, in Article 32, Section 2.g.1 conflicts with Article 32, Section 2.g.3 it should be changed to “or,” therefore be it

Resolved, Article 32 Section 2.g.1 read “A fixed annual rate contract over \$100,000 per annum, but not more than 250 [350] miles round-trip length.

**Adopted 2006 as Amended**

## **SUBCONTRACTING**

**—134—**

Whereas, Article 32 is a management friendly, permissive Article, and

Whereas, Article 32.2.A only asks that management give “due consideration” to Motor Vehicle Services, therefore be it

Resolved, That Article 32.2.C has another paragraph added that reads, “The subcontracting of any work which could be performed by American Postal Workers Union bargaining unit employees may only be done when all other avenues of utilizing American Postal Workers Union employees have been exhausted and subcontracting may only occur when it is not possible for the work to be done by American Postal Workers Union employees,” and be it further resolved, Management shall consult with the union at the appropriate local, state, area, regional, or national level prior to making any subcontracting decisions.

**Adopted 2006**

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## **REAL NOTIFICATION & INPUT BEFORE SUBCONTRACTING**

**- 77 -**

WHEREAS, Article 32 currently provides insufficient protection for workers, and

WHEREAS, the agreement requiring advance notification and input is too ambiguous, therefore be it

Resolved, Article 32 be amended to require that no subcontracting can occur until the Union is given appropriate advance notification in writing at all levels (National, Regional, District, State and Local) to include a complete copy of the proposed contract and the opportunity for meaningful input.

**Adopted 2008**

## **ARTICLE 33**

### **CHANGE OF SCHEDULE OR PAY FOR EXAMINATIONS**

**—235—**

Whereas, Employees are presently required to take promotional opportunity and/or bid required examinations on a no gain no loss basis and

Whereas, Examinations are largely conducted at times that the majority of employees would not be compensated, and

Whereas, Examinations are largely conducted at times that are detrimental to concentration during examination and/or subsequent work commitments due to sleep deprivation, therefore be it

Resolved, That the American Postal Workers Union attempt to negotiate a provision to Article 33 which grants employees the right to a change of schedule the appropriate rate of pay for the time period(s) of promotional opportunity and/or bid required examination(s).

**Adopted 1998**

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### **BEST QUALIFIED SELECTION PROCESS**

**—109—**

Whereas, The elimination of Best Qualified Positions has been a goal of the American Postal Workers Unions for several years, and

Whereas, There are constant problems regarding identification of applicants who are actually best qualified instead of awarding positions to those "in favor" with management, therefore be it

Resolved, That Article 33, Section 2 be changed to read, "When an opportunity for promotion to a craft position exists in an installation, an announcement shall be posted on official bulletin boards soliciting applications from employees of the appropriate craft. Such announcements shall be accompanied by the qualifications necessary for the position. Craft employees meeting the qualifications for the position shall be given first consideration. Qualifications shall include, but not be limited to, ability to perform the job, merit, experience, knowledge, and physical ability. Where there are qualified applicants, the best qualified applicant shall be selected; however, if there is no appreciable difference in the qualifications of the best of the qualified applicants, seniority shall be the determining factor. Written examinations shall not be controlling in determining qualifications. If no craft employee is selected for the promotion, applications will be solicited from all other qualified employees within the installation.

"Promotion to positions enumerated in the craft Articles of the Agreement shall be made in accordance with such Articles by selection of the senior qualified employee bidding for the position," and be it further

Resolved, That the following language be inserted at the end of the first paragraph of Article 33, Section 2: That all information used by the employer to make a selection for best qualified position, including qualifications and point totals will be made available to the American Postal Workers Union no less than five (5) days prior to the announcement of the selected applicant.

**Adopted 2000**

## **DETAILS**

### **—126—**

Whereas, The opportunity to obtain craft promotions is tied to one's ability and experience, and

Whereas, There is no established procedure on how details will be offered and awarded, and

Whereas, The opportunity to work a detail (not to a higher level) may assist an employee in gaining a promotion, therefore be it

Resolved, To add a new section to Article 33. Section 4.

Details. Opportunities for detail (same or lower level) will be posted in Installations for 10 (ten) – calendar days. Employees interested in the detail must submit paper work officially requesting the detail.

When an opportunity arises for a craft employee to go on a temporary detail to an area other than their own, the first opportunity for this detail will be from those in each craft in the immediate work area in which the temporary detail exist then to all other American Postal Workers Union crafts. These details should last no longer than 90 days, so as to allow others an opportunity to work in other areas, to better prepare themselves for promotions. Employees will be selected for these details by seniority.

**Adopted 2004**

## **ARTICLE 35**

### **PROTECTION FOR EMPLOYEES WHO SUCCESSFULLY COMPLETE REHABILITATION PROGRAM FOR ALCOHOL AND/OR DRUG ABUSE**

**—110—**

Whereas, The immediate supervisor makes the decision regarding the return to work of an employee who tests positive for drugs and/or alcohol, therefore be it

Resolved, Employees who provide proof of successful completion of a drug and/or alcohol rehabilitation program of their choice will be automatically returned to work.

**Adopted 2000**

## **ARTICLE 36**

### **COMPENSATE EMPLOYEES FOR TRAVEL TO AND FROM THE NATIONAL TECHNICAL TRAINING CENTER AND OTHER TRAINING LOCATIONS**

**—237—**

Whereas, Members of the American Postal Workers Union Maintenance Division, Motor Vehicle Division, and Clerk Division travel to and from the National Technical Training Center as well as other locations, and

Whereas, Members travel in a non-pay status if not traveling during their regular schedule, and Whereas, Members are traveling to and from the National Technical Training Center and other locations for training related to their postal service jobs, therefore be it

Resolved, That the American Postal Workers Union attempt to negotiate that all travel to and from the National Technical Training Center and other locations be paid at the employees level and step at the straight time rate for all hours traveled for training.

**Adopted 1998**

**Previously Adopted #169 1992**

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### **TRAVEL PAY WHEN TRAVELING FOR TRAINING TO NORMAN, OKLAHOMA**

**—238—**

Whereas, Per diem pay has been severely restricted with the opening of the new training housing facility at Norman, Oklahoma, and

Whereas, The price of airline tickets has dropped below the cost of driving an automobile to Norman, Oklahoma, therefore be it

Resolved, That an agreement be reached for employees assigned to Norman, Oklahoma for training who elect to travel by private automobile be paid at the normal, non-training travel pay rate or the cost of the airline ticket, whichever is more.

**Adopted 1998**

## **USE OF PRIVATE VEHICLE AND INSURANCE**

**—239—**

Whereas, The Postal Service does not provide insurance coverage for employees using their private vehicles in the course of their duties, and

Whereas, It is often beneficial to both the employee and the Postal Service to have an employee use their private vehicle, and

Whereas, The Postal Service pays other allowances such as for clothing, therefore be it

Resolved, That the Postal Service either provide or pay for an insurance rider for employees who do use their private vehicle in the course of their job duties.

**Adopted 1998**

**Previously Adopted #134 1992**

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## **ADVANCED PER DIEM WHILE ATTENDING THE NCED**

**—111—**

Resolved, That full per diem will be paid to all students, four dollars (\$4.00) breakfast, six dollars (\$6.00) lunch, and thirteen dollars (\$13.00) dinner, in advance of travel for the total number of days required to be at the training center, including the travel days, and be it further

Resolved, That National Center for Education Development (NCED) will continue to serve on site food at the usual reduced rate for students and will not charge more than the maximum per diem allowed for that meal and for all you can eat meals, i.e., all you can eat breakfast, four dollars (\$4.00).

**Adopted 2000**

## **CHOICE OF TRAVEL REIMBURSEMENT**

**—112—**

Resolved, That employees who travel by air shall be paid according to the actual number of hours traveled from their home residence until they arrive at the National Center for Education Development, and be it further

Resolved, That if travel is by privately owned vehicle, for classes of more than one (1) week in duration, then all mileage to and from the training center will be paid at the standard rate of mileage and employees will be compensated according to the average total number of hours that would have applied if the employee had chosen to fly from the home facility.

**Adopted 2000**

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## **FULL COMPENSATION FOR TRAVEL AND TRAINING**

**—113—**

Whereas, Section 460 of the ELM has been in constant dispute, and

Whereas, Travel time disputes have generated hundreds of grievances, therefore be it

Resolved, That all training and travel time be compensated as actual time worked including overtime, premium and other guarantees as contained in Article 8 of the Collective Bargaining Agreement.

**Adopted 2000**

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## **HARDSHIP PAY WHILE ATTENDING THE NCED**

**—114—**

Whereas, Members of the United States Navy receive "sea pay/family separation" pay for being away from their families while serving aboard ships at sea, therefore be it

Resolved, That maintenance craft employees attending off-site training at National Center for Education Development in Oklahoma will receive a family separation allowance in the amount of twenty-five percent (25%) per hour.

**Adopted 2000**

## **MILEAGE RATES**

—94—

Whereas, The United States Postal Service follows the Internal Revenue Service established mileage rates, and

Whereas, The United States Postal Service does not come up to the Internal Revenue Service rates for months after the IRS has established the rates, therefore be it

Resolved, That the current mileage rate for official United States Postal Service travel will be the current Internal Revenue Service rates, which will not result in a payment of less than \$5.00 per travel occurrence.

**Adopted 2002**

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## **PTF TRAVEL COMPENSATION**

—127—

Whereas, United States Postal Service is trying to circumvent the compensation for mileage reimbursement, when applicable, and travel time compensation to part-time flexible clerks when traveling to an installation other than their home installation, and

Whereas, Pursuant to applicable provisions of Section 438 of the Employee and Labor Relations Manual, Chapter 7 of the Handbook F-15 and in accordance with Section 260 of Handbook F-21, compensation is required, and

Whereas, It should be understood that by volunteering for the duty assignment, the part-time flexible does not have the authority to waive his/her rights to compensation, therefore be it

Resolved, That contractual language should be sought in the next contract negotiations guaranteeing these rights, and be it further

Resolved, Section D should be added to Article 36, Section 2 to reflect these guarantees.

**Adopted 2004**

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## **TRAVEL AWAY FROM STATION/INSTALLATION/BID OFFICE**

-78-

WHEREAS, employees bid or work close to home to save money and time, and

WHEREAS, the cost to travel continues to get more expensive each year, and

WHEREAS, the United States Postal Service is not consistent in their payment of travel pay and mileage, therefore be it

Resolved, that when an employee is scheduled to report to a location, other than their duty station, that they will be paid mileage to and from that location, and paid all hours for time traveled

**Adopted 2008**

## **BEREAVEMENT LEAVE MOU**

**- 80 -**

WHEREAS, under the current Local Memorandum of Understanding (LMOU), Bereavement Leave, which has proven to be very beneficial to American Postal Workers Union members, and

WHEREAS, American Postal Workers Union represented employees are unable to use a total of up to three (3) workdays of annual leave, sick leave or leave without pay to make arrangements necessitated by the death of Mother-in-Law or Father-in-Law, therefore be it

Resolved, that the Bereavement Leave Memorandum be expanded to include Spouse and parents thereof; Children, including adopted children, and spouses thereof; Parents; Brothers, sisters and spouses thereof; Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship Mother-in-Law and Father-in-Law in the "Definition of Family Member".

**Adopted 2008**

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## **BEREAVEMENT LEAVE MOU**

**-81-**

WHEREAS, employees currently must use LWOP or Annual or Sick Leave in the event of the death of a qualifying member of a family or extended family, therefore be it

*Resolved*, that at this MPWU State Convention, being held at the Crowne Plaza Hotel and Convention Center, May 15-17, 2008 in Grand Rapids, Michigan that: each employee shall be permitted up to seven (7) days of paid leave per bereavement occurrence. Such paid "bereavement leave" shall be in lieu of either LWOP or other paid leave, and shall not be charged to Annual or Sick Leave.

**Adopted 2008**

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## **SICK LEAVE FOR DEPENDENT CARE**

**-82-**

WHEREAS, The National Agreement has a provision for "Sick Leave for Dependent Care", and WHEREAS, the definition of "family member" is limited by ELM Section 515.2, and

WHEREAS, many employees have close relationships with their brothers and sisters and others related by blood or affinity equal in importance to those relationships with "family members" as defined by ELM 515.2, therefore be it

Resolved, that at this MPWU State Convention, being held at the Crowne Plaza Hotel and Convention Center, May 15-17, 2008 in Grand Rapids, Michigan that: the memorandum for Sick leave for Dependent Care and Section 515.2 of the ELM be changed to reflect a new definition of "family member" to read as follows:

Spouse and parents thereof;

Children, including adopted children, and spouses thereof;

Parents;

Brothers, sisters and spouses thereof; and

Any individual related by blood or affinity whose close

association with the employee is the equivalent of a family relationship

**Adopted 2008**

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## **SICK LEAVE FOR DEPENDENT CARE**

**-83-**

WHEREAS, Sick Leave for Dependent Care – Family members shall include son or daughter, parent and spouse defined in ELM 515.2, and

WHEREAS, Sick Leave for Dependent Care is not consistent with definition of a "family member" as listed in Bereavement Leave in same article of Joint Contract Interpretation Manual (JCIM), and

WHEREAS, Dependent Care could consist of a continuation of needed Bereavement Leave for same individual Dependent Care was utilized for, but not available due to the inconsistency of what a "family" is for these two purposes, therefore be it

Resolved, that at this MPWU State Convention, being held at the Crowne Plaza Hotel and Convention Center, May 15-17, 2008 in Grand Rapids, Michigan that: The definition of "family member" in Sick Leave and Dependent Care be changed to mirror bereavement leave "family member as listed in Joint Contract Interpretation Manual (JCIM).

**Adopted 2008**

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## **CHANGE FORMULA FOR DAY OF MOURNING LEAVE FOR PTFS**

**-84-**

WHEREAS, the current memorandum for agreement, dated 5-4-2000, between the United States Postal Service and the American Postal Workers Union concerning National Days of Mourning discriminates against part time flexible employees who are required to work on those Days of Mourning by giving them compensatory hours equal to those they worked, and

WHEREAS, currently, part time flexible employees who are not directed to work on the National Day of Observance will be granted administrative leave at a future date equal to the average number of daily paid hours during the service week previous to the service week in which the National Day of Observance occurs, not to exceed eight, therefore be it

*Resolved*, that the national union be urged to attempt to amend the MOU so that part time flexibles scheduled to work on a National Day of Observance shall also be granted administrative leave at a future date equal to the average number of daily paid hours during the service week previous to the service week in which the National Day of Observance occurs.

**Adopted 2008**

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## **ARTICLE 37**

### **BIDDING AFTER TYPING TEST FAILURE**

**—240—**

Whereas, Article 37.3.F.5 restricts employees from bidding for one hundred twenty (120) days on jobs with the same typing test after a test failure, and

Whereas, Typing tests are taken on a no loss, no gain basis, and

Whereas, Typing tests are immediately computer graded, therefore be it

Resolved, That the National Negotiating Team negotiate language to remove any restrictions on future bidding after a typing test failure

**Adopted 1998**

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### **CARRIER SEQUENCE BAR CODE SORTER STAFFING**

**—242—**

Whereas, The postal service continues to violate the Collective Bargaining Agreement concerning the deployment and staffing of the Carrier Sequence Bar Code Sorter (CSBCS) machine, therefore be it

Resolved, That the American Postal Workers Union will seek accurate information from the United States Postal Service concerning the deployment of CSBCS machines along with the expected minimum staffing, and be it further

Resolved, That the CSBCS be staffed with a minimum of two (2) full-time regular duty assignments per machine.

**Adopted 1998**

## **CHANGE IN PAY GRADE FOR RETAIL WINDOW CLERKS**

**—LR-6—**

Whereas, presently within the Clerk Craft body, the salary schedule defines the pay grade for all Basic Window Clerks as level 5 craft employees and has been set at this same pay level since the conception of the window clerk job, and

Whereas, the most recent additional responsibilities assessed on window clerks are as follows:

- a. Standard Reporting and Implementation of the Bank Secrecy Act
- b. Suspicious Transaction Report
- c. Compliance of the Aviation Security Reviews and Audits Act
- d. ATM, Credit Card, and Phone Card Sales
- e. Collection, Validation and Payment on Site of Unnumbered Insured Claims of \$50.00 or Less
- f. Marketing and Inventory Control as well as Maintaining the Records of all New Merchandise such as the Promotional Items (Loony Tune Products, Holiday Card and Gift Items), and

Whereas, these new duties are in fact very detailed and very necessary due to the changes needed to ensure that the Postal Service can stay competitive in the market of the retail sales of postal stamps as well as other postal products, and

Whereas, compliance of the Aviation Security Review and Audit Act and Bank Secrecy Act makes each window clerk responsible for detecting fraud from money laundering and the identification of possible threatening and suspicious letters or packages that could be harmful to Postal customers and employees, therefore be it

Resolved, that the pay grade for all level 5 window clerks be upgraded to level 6 and the level 6 window technician job be upgraded to level 7.

**Adopted 1998**

**Previously Adopted 1988, 1992, 1994, 1996**

## **CHANGE IN PAY GRADE FOR RETAIL WINDOW CLERKS**

**—243—**

Whereas, Presently within the Clerk Craft the pay grade for window clerks is Level 5, and has been set at this same pay level since the conception of the window clerk job. In addition to responsibility and liability imposed on window clerks new duties have been added as follows:

- A. Standard Reporting and Implementation of the Bank Secrecy Act
- B. Suspicious Transaction Report
- C. Compliance of the Aviation Security Reviews and Audits Act
- D. ATM, Credit Card, and Phone Card Sales
- E. Collection, Validation and Payment on Site of Unnumbered insured claims of \$50,000 or Less
- F. Marketing and Inventory Control as well as maintaining the records of all new merchandise such as the promotional items like (Loony Tune Products, Holiday Card, and Gift Items)

These new duties are very detailed and very necessary to ensure that the Postal Service will stay competitive in the retail sales market for postal stamps as well as for other postal products. Compliance of the Aviation Security Review and Audit Act and Bank Secrecy Act makes each Window Clerk Responsible for detecting fraud from money laundering and the identification of possible threatening and suspicious letters or packages that could be harmful to Postal Customers and Employees, therefore be it

Resolved, That the pay grade for all Window Clerks, Finance Station Clerks and Window Service Technicians be upgraded by one (1) level.

**Adopted 1998**

**Previously Adopted 1988, 1992, 1994, 1996**

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## **DUTY ASSIGNMENT POSTING**

**—246—**

Whereas, Article 37 does not outline how many days or hours an unencumbered clerk may work an assignment without posting that assignment for bid, and

Whereas, There is no language explaining when a duty assignment worked by a non-career employee, Part-Time Flexible, or unencumbered regular must be posted for bid, therefore be it

Resolved, That the Union will negotiate language defining when duties and responsibilities worked by non-career and unencumbered employees constitute a duty assignment.

**Adopted 1998**

## **ELIMINATE BEST QUALIFIED POSITIONS**

**—247—**

Whereas, Seniority is the most fair and equitable method of adjudicating work floor conflict over job assignments, and

Whereas, Seniority provides the workers control over their duty assignments, and

Whereas, Management should have no say in who works what job as long as the employee is qualified, therefore be it

Resolved, That all duty assignments be awarded on the basis of seniority. Previously Adopted 1986, 1988, 1992

**Adopted 1998**

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## **ELIMINATE 204B PROGRAM**

**—248—**

Whereas, The use of 204bs creates considerable conflict on the work floor and is unnecessary to the efficient operation of the work place, therefore be it.

Resolved, That the American Postal Workers Union negotiate to eliminate the 204b program altogether.

**Adopted 1998**

**Previously Adopted 1996**

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## **EXPAND AREA OF CONSIDERATION WHEN FILLING RESIDUAL VACANCIES**

**—249—**

Whereas, The American Postal Workers Union upholds the principles of industrial unionism, therefore be it

Resolved, That there be negotiated a progressive expansion of the area of consideration for seniority based filling of residual vacancies.

Whereas, the very nature of the data conversion operator is prone to fatigue and repetitive motion injuries.

Resolved that the APWU seek language which would preclude the employee from performing any such KPER (edit) when an employee is working in an overtime status.

**Adopted 1998**

**Previously Adopted 1994**

## **EXTEND DEFERMENT PERIOD**

**—250—**

Whereas, Management does not take the training process serious and does not provide our members with adequate training facilities, and

Whereas, Current contractual language on training deferrals is antiquated and relies on a lethargic grievance procedure to resolve time sensitive training issues, therefore be it

Resolved, That language be negotiated in the national agreement that every day a member is unable to train, due to management not providing the resources to do so, the deferment period shall be extended one day.

**Adopted 1998**

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## **INCREASE STAMP STOCK TOLERANCE**

**—251—**

Whereas, The current stamp stock tolerance is insufficient, therefore be it

Resolved, That the American Postal Workers Union negotiate an increase in stamp stock tolerance.

**Adopted 1998**

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## **JUSTIFICATION FOR ABOLISHMENTS AND REVERSIONS**

**—252—**

Whereas, Management too often bases its decision to abolish or revert jobs on subjective justification, therefore be it

Resolved, That the Postal Service must provide the Union with tangible evidence documenting the need and intent to revert or abolish positions prior to the decision to revert or abolish positions.

**Adopted 1998**

## **MAINTAIN SAVED GRADE WITHOUT BIDDING**

**—254—**

Whereas, The increasing numbers of employees with saved grade, increases the instances of higher level bidding which is done solely for retention of saved grade, and

Whereas, This increase in bidding activity potentially deprives bidders who genuinely desire the duty assignment, therefore be it

Resolved, That language be negotiated into Article 37 which eliminates the bidding requirement in order to retain a saved grade.

**Adopted 1998**

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## **MYSTERY SHOPPER PROGRAM**

**—255—**

Whereas, The asking of five (5) “shopping” questions by a Mystery Shopper is insulting to postal clerks, and

Whereas, Management has reneged on their word and is disciplining clerks based on Mystery Shoppers surveys, therefore be it

Resolved, That the Clerk Craft shall oppose the “Mystery Shopper” Program, whether internal or external or whatever name it is known by.

**Adopted 1998**

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## **WINDOW CLERK LEVEL AND JOB DESCRIPTION**

**—CCC # H—**

Whereas, the APWU has negotiated criteria for clerical positions and for the upgrading of positions from one level to the next under article 37, and

Whereas the USPS has unilaterally changed the job description and duties of window clerks by adding the selling of non-postal related items to their duties and,

Whereas, the USPS is presently in the process of phasing in The Point of Service (POS) Retail system that will further expand a window clerks duties.

Be it resolved that the APWU aggressively seek level 6 pay for window clerks and be it further resolved that all additions or changes to window clerks duties and their job descriptions be a topic of negotiation.

**Adopted 1998**

## **PART-TIME FLEXIBLE EMPLOYEES TO BE ALLOWED TO BID USING MERGED SENIORITY**

**—258—**

Whereas, Part-Time Flexibles on one role are passed over for conversion by Junior Part-Time Flexible's on another role, and

Whereas, There are times when the senior Part-Time Flexible does not wish to convert to Full-Time Regular for personal reasons, and

Whereas, The United States Postal Service does not consider Part-Time Flexible's to have seniority except as specified in Local Memos, therefore be it

Resolved, Part-Time Flexible clerks be allowed to bid all vacancies and that all Part-Time Flexible roles be merged and Part-Time Flexibles be allowed to use their seniority for job opportunities, be it further

Resolved, however for involuntary placement the United States Postal Service will use the appropriate register.

**Adopted 1998**

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## **PART-TIME REGULAR BIDS TO BE REPOSTED WHEN CHANGES ARE MADE IN HOURS OF WORK, OFF DAYS OR DUTIES**

**—260—**

Whereas, Full-Time Regular and Part-Time Regular Clerk Craft employees are represented by the Union, and

Whereas, Part-Time Regular employees should receive their duty assignments through the bidding process, just as other employees, and

Whereas, Some Full-Time Regular employees desire to bid on Part-Time Regular positions, and

Whereas, Present language in Article 37.3.A.4.f., specifically states that Part-Time Regular duty assignments shall not be reposted due to changes in hours, off days, or duties, and

Whereas, Such language has allowed the employer to play with the bidding procedure by posting Part-Time Regular duty assignments with undesirable hours, off days, and/or duties, and then changing these hours, off days, and/or duties to those that are more favorable, once their cronies are in place, and

Whereas, Such egregious practices deny senior Full-Time Regular and Part-Time Regular employees the opportunity to achieve more desirable hours, off days, or duties through the bidding procedure, therefore be it

Resolved, That the union shall attempt to negotiate a change in Article 37.3.A.4.f., which will cause Part-Time Regular duty assignments to be reposted due to changes in hours, off days, or duties, just as locally negotiated for Full-Time Regular duty assignments.

**Adopted 1998**

**POSTAL SERVICE FORM 50 FOR PART-TIME REGULAR EMPLOYEES TO BE PROVIDED**

**—262—**

Whereas, The Local Union has the responsibility to police the contract, and

Whereas, Information on regular employees such as Bid Postings, Bid Awards, Seniority Lists, etc. is provided to the Local Union for that reason, and

Whereas, This information should not change so often as to create hardship for management, and

Whereas, The P.S. Form 50 is currently the controlling document for Part-Time Regular hours, therefore be it

Resolved, That Part-Time Flexible P.S. Form 50 be provided to the Local Union upon hiring of any Part-Time Regular, and be it further

Resolved, That the P.S. Form 50 be provided in advance of the effective date of hiring, as is the case of the P.S. Form 1723 (for higher level assignments).

**Adopted 1998**

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**POST OFFICE RETAIL SERVICE PLAN FOR FULL- TIME REGULAR & PART-TIME REGULAR BID**

**—263—**

Whereas, The Union is universally opposed to management's retail services proposals for independent installations, and

Whereas, Management's plans include staffing these installations with newly hired, lower level Part-Time Regular's and casuals, therefore be it

Resolved, That the Union resist all attempts to eliminate or change duty assignments for current career Full-Time

Regular's and Part-Time Regular's at these new facilities.

**Adopted 1998**

## **PREVENT FORCED CHANGE OF PART-TIME FLEXIBLE ROLLS**

**—264—**

Whereas, Part-Time Flexible employees are hired off specific rolls, (i.e. Distribution Clerk, Mail Processor and Computerized Forwarding System positions) and

Whereas, Employees decline and accept employment opportunities based on what jobs they are offered, and

Whereas, In some offices management has forcibly changed Part-Time Flexibles to another roll after hiring, thereby forcing level four (4) Mail Processor Part-Time Flexibles to learn schemes and adversely affecting seniority on the applicable Part-Time Flexible roll, therefore be it

Resolved, That the National Agreement be clarified in the 1998 negotiations so that Part-Time Flexible cannot forcibly be moved from one Part-Time Flexible Roll to another except in excessing situations.

**Adopted 1998**

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## **SECTION 3.A.1.A AND SECTION 3.A.1.B PART-TIME REGULAR**

**—CCC #J—**

Whereas, the APWU believes in seniority, and the ability of the individual to choose its own destiny with respect to bid assignment, therefore be it

Resolved, that in Article 37, Section 3.A.1.a and Article 37, Section 3A1b all references to the language "currently qualified" be deleted, and be it further

Resolved, that Article 37, Section 3.A.1.c.1 & 2 contain no "lock in" on any PTR/FTR position, and be it further Resolved, that the language in Article 37, Section 3.A.4.f (Reposting of Part-time Regular Duty Assignment) be changed to be consistent with appropriate section of Article 37 of the National Agreement and Local Memorandum of Understanding, and be it further

Resolved- that the addition of language to Article 37 of the National Agreement state that PTF's be eligible to state a preference on residual PTR position.

**Adopted 1998**

## **POSTING, BIDDING AND APPLICATION**

### **—CCC #C—**

Whereas, the present language of Article 37.2.D.6.d. states: Full and Part-time flexible clerks may request reassignment to a residual part-time regular vacancy, and such request shall be considered. If granted, the reassigned employee will begin a new period of seniority.

Whereas, There is no weight given to seniority.

Resolved, that the APWU seeks to change the language of Article 37.2.D.6.d. to the following: Full and Part time flexible clerks may request reassignment to a residual part-time regular vacancy, and such request shall be considered by seniority. Preference shall be granted to those employees of the clerk craft.

**Adopted 1998**

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## **POSTING, BIDDING AND APPLICATION**

### **—CCC #E—**

Whereas, the present language of Article 37.3.A.4.d. makes No mention as to the status of those who have had duty assignment(s) reposted in accordance with 37.3.A.4.d.

Whereas, there is no clear contract language that outlines the type of schedule employee(s) will be working during the time frame in which the employee(s) duty-assignment has been reposted in accordance with Article 37.3.4.d.

Resolved, that the APWU add the following language to the end of section 37.3.A.4.d stating when it is necessary that a duty assignment be reposted, the employee encumbered in the "assignment at the time of its reposting shall continue to observe the same number of hours, the same time and the same workdays of the duty assignment before its reposting until such time as the duty assignment is awarded to the successful bidder.

**Adopted 1998**

## **POSTING, BIDDING AND APPLICATION**

**—CCC #B—**

Whereas, the present language of Article 37.1.E. states: Application: A written request by a clerk craft employee for consideration for a duty assignment for which the employee is not entitled to submit a bid or express a preference under Article 37, section 5.

Whereas, there is no weight given to seniority and no duty to give preference to the Clerk Craft in considering such application(s).

Resolved that the APWU seeks to change the definition of Article 37.1.E. to the following: Application – A written request by a clerk craft employee for consideration for a duty assignment for which the employee is not entitled to submit a bid or express a preference under Article 37, Section 5. Consideration will be according to seniority and preference shall be granted to employees of the clerk craft.

**Adopted 1998**

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## **PROTECTION AGAINST BID BLOCKING**

**—266—**

Whereas, The current bidding system allows employees to either block or help junior employees get bids to the detriment of more senior employees, therefore be it

Resolved, That the national negotiating team negotiate new language to correct that problem, including provisions for a bid to drop to the next senior employee with full training opportunity and time.

**Adopted 1998**

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## **PROTECTION FOR UNENCUMBERED EMPLOYEES WHO FAIL TO QUALIFY ON SCHEMES**

**—268—**

Whereas, The Employer continues to attempt to remove unencumbered employees for failure to qualify on assigned schemes or machine qualification, therefore be it

Resolved, That the American Postal Workers Union negotiate additional protection for unencumbered employees who fail schemes or training.

**Adopted 1998**

**REMOVING REFERENCE TO “CURRENTLY QUALIFIED” IN FULL-TIME  
REGULAR AND PART-TIME REGULAR BIDDING**

—270—

Whereas, Provisions for Part-Time Regulars to move to Full-Time Regular status are in place, and

Whereas, Arbitrary “currently qualified” standards unduly restrict Part-Time Regular movement to Full-Time Regular status and vice versa and restricts bidding among Part-Time Regular positions, therefore be it

Resolved, That the American Postal Workers Union negotiate the elimination of “currently qualified” provisions and “Best Qualified Positions” from Article 37, and be it further

Resolved, To provide employees the opportunity to bid based solely on their seniority.

**Adopted 1998**

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**SENIORITY FOR TRANSITIONAL EMPLOYEES AT REMOTE ENCODING SITES**

—272—

Whereas, Transitional Employees (TEs) are expected to remain in the Remote Encoding (REC) Sites for years to come, and

Whereas, Management assigns schedules and duties to these Transitional Employees (TEs) in arbitrary and capricious manners, and

Whereas, The assignment of schedules and duties greatly impacts the wages, hours, and working conditions of these employees, and the lack of a seniority system hinders the Local Union’s ability to negotiate an orderly system for the assignment and movement of personnel, therefore be it

Resolved, That the American Postal Workers Union negotiate a seniority system for Transitional Employees (TE’s) in the Remote Encoding (REC) Sites.

**Adopted 1998**

## **SYSTEM FOR SUBMISSION OF NOTICE TO REMAIN A LIVE BIDDER**

**—275—**

Whereas, The employer has implemented mandatory alternate bidding procedures in some offices, causing bid boxes to be removed and requiring employees to submit bids by telephone or electronically, and

Whereas, Article 37.3.F.8., states that “when an employee is designated as successful bidder and remains a live bidder on other bids, the employee shall notify management in writing within ten days of his/her election to remain a bidder on one or more of those assignments”, and

Whereas, With the removal of bid boxes, there is no controlling language regarding the manner in which such written notification is to be provided to management, and

Whereas, There is no controlling language regarding management’s responsibility to confirm that they have received such written notification, or how long (and in what manner) written notification is to be retained by management, and

Whereas, There have been instances where employees have submitted written notification to management either by hand delivery, inter-office mail or via first class mail and such notice was either not received by the employer and/or was not retained, and

Whereas, The burden of proof rests on the employee, in the event a problem arises, and

Whereas, These problems have caused employees to be passed over when they have applied to remain a live bidder, therefore be it

Resolved, That the Union shall attempt to negotiate contract language that will change Article 37.3.F.8., which establishes a system for submission of written notice to remain a live bidder which will provide the employee with validation of receipt, for future reference.

**Adopted 1998**

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## **THIRD SENIOR BIDDER ALLOWED TO QUALIFY**

**—276—**

Whereas, Article 37 currently provides the senior and second senior bidder the opportunity to qualify on a scheme and/or machine duty assignment, and

Whereas, Seniority is compromised either through deliberate or unintentional failure to qualify during the deferment period, as the senior currently qualified bidder is assigned if the second senior bidder also fails to qualify, therefore be it

Resolved, That the American Postal Workers Union negotiate language into Article 37 of the 1998 Collective Bargaining Agreement providing each subsequent bidder senior bidder the opportunity to qualify.

**Adopted 1998**

## **TIME FRAME FOR UNENCUMBERED REGULAR ASSIGNMENTS**

**—277—**

Whereas, Article 37, Section 1, defines a Duty Assignment as: "A set of duties and responsibilities within recognized positions regularly scheduled during specific hours of duty.", and Article 37, Section 3.A.8., establishes that the duty assignment of a full-time clerk detailed as a 204b in excess of 4 months shall be declared vacant and reposted, and

Whereas, Article 37, Section 3.A.8., establishes that upon return to the craft, a former 204b will become an unassigned full-time clerk with a fixed schedule, and on many occasions, such former 204b employees are assigned into desirable hours and days off that have not been posted for all other clerks to acquire by bidding, and

Whereas, There is presently no contractual obligation to post an Unassigned Regular's duty assignment, or to identify how long an Unencumbered Regular may hold such assigned hours and days off until it requires posting, therefore be it

Resolved, That the Union shall attempt to negotiate contract language that will establish the time frame that an Unencumbered Regular may hold an assignment until such assigned hours and days off shall be offered for bid to all employees in an installation.

**Adopted 1998**

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## **CLERKS WITH FINANCIAL LIABILITY AND ACCOUNTABILITY**

**—CCC #A—**

Whereas, clerks are requested to handle revenue and valuables, and

Whereas, new technology and procedures are being introduced on a daily basis.

Therefore be it resolved that APWU negotiate provisions to upgrade Level 5 and level 6 clerks under the same bidding guidelines stipulated in Article 37 of the National Agreement.

**Adopted 1998**

## **UNIVERSAL CLERK POSITION TO PROTECT DUTY ASSIGNMENTS**

**—278—**

Whereas, Many clerk craft positions are increasingly threatened (e.g. elimination of Multi Position Letter Sorting Machine Operators, Automation of the Flat Sorter Machine), etc., and

Whereas, Strict enforcement of restriction on combination of positions descriptions may be detrimental to the protection of full-time positions and preservation of Clerk Craft duty assignments, and

Whereas, The combination of Senior Mail Processor duties with Distribution Clerk and Window Clerk positions have been for the most part, a successful and worthwhile endeavor, therefore be it

Resolved, That the Clerk Craft explore all available options, including consideration of the concept of a Universal Clerk Position, in order to preserve Full-Time Regular positions and Clerk Craft duty assignments.

**Adopted 1998**

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## **INSTALLATION-WIDE APPLICATION OF CLERK SENIORITY**

**—CCC#1—**

Whereas, Article 37, as it is currently constructed, provides a method by which duty assignments are posted and filled that do not honor a clerk's seniority and

Whereas, bidding restrictions such as those due to typing test failure are failure to qualify on window training exams do not honor a clerk's seniority within an installation and is punitive and

Whereas, PTRs can bid only on newly created residual duty assignments and PTFs can only pref for residual assignments, and these restrictions do not honor a clerk's seniority and

Whereas, the process of awarding duty assignments per a residual posting do not solely consider seniority as the awarding factor, therefore be it

Resolved, the Union will make every effort to negotiate bidding in the Clerk Craft, regardless of level or employment status, to include full-time (regular and full-time flexible) and part-time (regular and part-time flexible), and be it further

Resolved, the Union will make every effort to negotiate the elimination of bidding restrictions relative to this principle.

**Adopted 1998**

## **UPGRADE COMPUTERIZED FORWARDING SYSTEM CLERKS**

**—280—**

Whereas, The Union has not been successful in attempts to upgrade Computerized Forwarding System clerks, and

Whereas, The qualifications standard for the Computerized Forward System clerks remains among the highest in the Clerk Craft, therefore be it

Resolved, That the Union continue its effort via contract negotiations to upgrade this position.

**Adopted 1998**

**Previously Adopted 1996**

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## **204B BIDDING RESTRICTIONS**

**—283—**

Whereas, Employees who are in the 204b program have been allowed to return to the bargaining unit for bidding purposes, and

Whereas, Employees in the 204b program often return to 204b status after bidding on a bargaining unit position, and

Whereas, Employees often hold choice duty assignments in the bargaining unit while in a 204b status, therefore be it

Resolved, That this Convention go on record as supporting the following contractual language to be placed in the National Agreement which would replace existing language: "Any Full-Time Regular or Part-Time Regular Clerk holding any duty assignment in the bargaining unit shall relinquish said position upon entering the 204b or Associate Supervisor training program," and be it further

Resolved, That clerks temporary detailed to a nonbargaining-unit position may not bid or apply for a vacant Clerk Craft duty assignment while so detailed, and be it further

Resolved, That upon returning to the bargaining unit, the employee will be restricted from bidding a duty assignment until they have occupied the bargaining unit for a period of not less than ninety (90) days, and be it further

Resolved, That upon having successfully bid a duty assignment, the employee will be restricted from reentering the 204b or Associate Supervisor Program for one (1) year from the effective date of successfully bidding a duty assignment, and be it further

Resolved, That any PTF's who voluntarily serves in a 204-B capacity be placed on the bottom of the PTF roll for conversion purposes.

**Adopted 1998**

**PART-TIME REGULARS AND PART-TIME FLEXIBLES DETAILED TO A NON-BARGAINING UNIT POSITION/TRAINING PROGRAM**

**—L-R 8—**

Whereas, a Part-Time Regular and Part-Time Flexible detailed to non-bargaining unit position, including nonbargaining unit training programs in excess of four (4) months, and

Whereas, which in turn causes undue hardship on the following:

(1) The Part-Time Regular's and Part-Time Flexible's co-workers.

(2) The Part-Time Regular's and Part-Time Flexible's office of origin is now shorthanded and understaffed. The USPS is banking Part-Time Regular's and Park-Time Flexible's hours that were already budgeted for that office for the time, and Whereas, the resulting situation and the undue hardship is the forced/mandatory overtime for the remaining coworkers. Plus the chaos, stress and tension that are created by working on a shorthanded basis and more than often the Part-Time Regular or Part-Time Flexible has the lowest seniority and have been placed in charge, and

Whereas, once management begins placing bargaining unit employees into non-bargaining unit positions only

Regulars and Part-time Regulars are the losers. After being utilized for over four (4) months they become unassigned Regulars or Part-Time Regulars with no bid assignment. No penalties for Part-Time Flexibles, benefit is a jump in their hourly rate pay, and

Whereas, those employees who wish to go into management should do so by applying for the U.S.P.S. appropriate programs (A.S.P., etc) and become full-time managers. No 204B should be allowed to maintain this position indefinitely, therefore be it

Resolved, that the Part-Time Regulars and/or Part-Time Flexibles be returned to their craft position by the 121st day. If not returned to their craft position in excess of the 121st day, then that Part-Time Regular's and/or Part

Time Flexible's office of origin hire on to the rolls additional Part-Time Regulars and/or Part-Time Flexibles.

Also, that said Part-Time Regulars and/or Part-Time Flexibles shall not serve as a 204B or any other nonbargaining position/training program for a minimum of eight (8) months from the ending date of their last position/training assignment.

**Adopted 1998**

## **204B RESTRICTED FROM BIDDING WHILE IN A DEFERMENT PERIOD**

**—284—**

Whereas, The Postal Service details employees to nonbargaining-unit positions (204b), and  
Whereas, These employees may not bid or apply for vacant duty assignments while they are detailed, therefore be it

Resolved, That the American Postal Workers Union will attempt to negotiate language into Article 37, which would exclude employees from being detailed as 204bs while in a deferment period.

**Adopted 1998**

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## **ACCUMULATIVE HOURS WITHIN A CALENDAR YEAR FOR 204BS**

**—115—**

Whereas, The second paragraph of Article 37.3.A.8 attempts to limit the amount of time a clerk can be detailed to an acting supervisor (204b) position, and

Whereas, The existing language of Article 37.3.A.8 can easily be circumvented by clerks stepping-down from a 204b position just prior to exceeding the four (4) month period, therefore be it

Resolved, That the term "4 months" be deleted from the first sentence of the second paragraph of Article 37.3.A.8 and the following language inserted in its place "... in excess of six hundred and forty (640) accumulative hours within a calendar year shall be declared vacant. . . .

**Adopted 2000**

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## **ADDITIONAL LEVEL OF PAY FOR DUTY ASSIGNMENTS REQUIRING SCHEME AND WINDOW**

**—116—**

Whereas, Clerk duty assignments with both window duties and scheme-qualified duties are currently ranked at PS Level 5, and

Whereas, Assignments that require both window and scheme qualification, typically are relief assignments which are generally undesirable due to the additional qualification requirements, therefore be it

Resolved, That the American Postal Workers Union seek to obtain an increase in pay level for duty assignments that require both scheme and window qualification, in addition to any other increases in pay level that may be obtained for scheme or window positions. (e.g., Level six (6) for window clerk duty assignments and Level seven (7) for window clerk duty assignments that include scheme requirements).

**Adopted 2000**

## **ALLOW INTERLEVEL MUTUAL TRANSFERS IN CLERK CRAFT**

**—117—**

Whereas, Clerk Craft employees are being denied transfers based on their level of pay, be it

Resolved, That new language be negotiated as Article 37.3.A.8 that allows for interlevel transfers.

**Adopted 2000**

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## **ANNUAL LEAVE DURING SCHEME TRAINING**

**—118—**

Whereas, A clerk who has scheduled annual leave may delay the start of training at the beginning of the deferment period, and

Whereas, Some duty assignments have more than one scheme, and

Whereas, Each scheme is equally difficult, therefore be it

Resolved, That Article 37, Section 3.F.3.a. be changed to read, "Normally the employee will begin the required training within ten (10) days excluding December after the posting of the senior bidder. An employee who has scheduled leave of a week or longer (four (4) days during a holiday week) within the first twenty-eight (28) days of "each scheme assignment," may at his/her option, begin training upon return from the scheduled leave.

**Adopted 2000**

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## **AUTOMATION STAFFING MUST BE NEGOTIATED**

**—119—**

Whereas, There are no staffing requirements for automation equipment, and

Whereas, Management routinely under staffs automated equipment, and

Whereas, Under staffing causes harm and injury to thousands of bargaining unit employees, therefore be it

Resolved, The American Postal Workers Union will seek to negotiate staffing requirements for all present and future automated equipment.

**Adopted 2000**

## **BIDDING RESTRICTIONS FOR 204BS RETURNING TO THE CLERK CRAFT**

**—120—**

Whereas, Management utilizes 204bs on a daily basis rather than on their bid assignments, and

Whereas, Many 204bs remain in these details for many years returning to the craft solely to protect their bid assignments or to bid a new position, therefore be, it

Resolved, That any employee detailed to a non-bargaining unit position (204b) shall be prohibited from bidding Clerk Craft duty assignments for a period of one hundred eighty (180) days from the date of their returning to the Clerk Craft.

**Adopted 2000**

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## **CONVERSION / PART-TIME FLEXIBLE PREFERENCE**

**—121—**

Whereas, All part-time flexibles are now on one seniority list for conversion, therefore be it

Resolved, That an automated Mark-Up Clerk be required to state a preference for any duty assignments for which they are currently qualified at the same or higher level, the same as other part-time flexibles are required to do.

**Adopted 2000**

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## **DAILY EXCESSING PECKING ORDER**

**—122—**

Whereas, The United States Postal Service consistently moves workers out of their regular sections to work overtime, perform relief duties for automation and to compensate for changes in mail flow, and

Whereas, The United States Postal Service has the right to work employees on the overtime desired list where there is a need if the employees possess the necessary skills, and

Whereas, Excessing of employees on a daily basis becomes confusing when consideration must be made for employees working their regularly scheduled day, employees working their non scheduled day in their bid section, employees working their non scheduled day outside their bid section, etc., therefore be it

Resolved, The American Postal Workers Union will attempt to negotiate specific language regarding excessing of employees from their section on a daily basis, requiring that excessing will be based on seniority, taking into consideration employees working their day off within their bid section, employees working off days outside their bid section, casuals, transitional employees and part-time flexibles.

**Adopted 2000**

## **DECEMBER RESTRICTIONS ON POSTING VACANCIES**

**—123—**

Whereas, Article 37, Section 3 currently contains numerous bidding exclusions for the month of December that are related to posting bid results, beginning training and placement into a successful bid, and

Whereas, This unnecessarily allows management to delay filling duty assignments for large offices where employee movement/replacement causes minimal disruption to operations, therefore be it

Resolved, That the American Postal Workers Union attempt to negotiate language in Article 37 that nullifies the December exclusions related to posting and bidding for all offices with one hundred (100) or more bargaining unit employees.

**Adopted 2000**

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## **DUTY ASSIGNMENT AWARDS**

**—124—**

Whereas, Existing language which attempts to stop bid blocking has not been successful, and

Whereas, There are duty assignments where none of the subsequent bidders are qualified, which results in a residual duty assignment, and

Whereas, These residual duty assignments go to junior unencumbered employees and/or part-time flexible employees, therefore be it

Resolved, To create a new Article 37.3.F.4.b(4) to read, "In the event there is no senior currently qualified bidder, the duty assignment shall be awarded to the next senior bidder until such assignment is filled.

**Adopted 2000**

## **ELIMINATION OF BIDDING RESTRICTIONS ON REPOSTED DUTY ASSIGNMENTS**

**—125—**

Whereas, Article 37.3.A.4.d limits bidding on reposted level 5, 6, and 7 duty assignments to those employees in the same and higher salary level and status as that of the reposted duty assignments, and

Whereas, Article 37.3.A.4.d limits bidding on reposted level 4 duty assignments to those employees in that salary level and status, and

Whereas, Article 37.3.A.4.d further limits subsequent postings which result from a reposted duty assignment to those employees within the above salary levels, and

Whereas, The limits on employee bidding rights as expressed in Article 37.3.A.4.d DENY SENIOR EMPLOYEES THE RIGHT TO BID DUE TO SALARY LEVEL OR STATUS, allowing junior employees to become senior bidders, and

Whereas, The American Postal Workers Union has gone on record that SENIORITY IS THE ONLY BASIS for filling duty assignments, and

Whereas, There is adequate language in Article 37.4 for placement of unencumbered employees into residual vacancies, therefore be it

Resolved, That the American Postal Workers Union pursue through negotiations the deletion of Article 37.3.A.4.d.

**Adopted 2000**

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## **ELIMINATION OF PART-TIME REGULAR BID RESTRICTION**

**—126—**

Whereas, Current language in Article 37 severely restricts the rights of part-time regular employees from bidding to full-time regular duty assignments, and

Whereas, Our membership would benefit from the freedom to bid to and from part-time regular duty assignments without restrictions to newly created or residual duty assignments, therefore be it

Resolved, That the American Postal Workers Union attempt to negotiate the removal of contractual barriers which prevent bidding between part-time regular and full-time regular duty assignments.

**Adopted 2000**

## FUNCTION FOUR TEAM ASSESSMENTS

—127—

Whereas, Function Four Teams make assessments of job hours within the bargaining unit of the American Postal Workers Union based on the daily assignments completed by employees of the bargaining unit, and

Whereas, These assessments are made by Managers assigned to Function Four Teams who visit the Postal Facility for two (2) or three (3) days, and

Whereas, These Managers make *visual* assessments, and

Whereas, There is a higher priority set by that Function Four Team to recommend a reduction in work hours than to complete all tasks within the bargaining unit, and

Whereas, Many of the jobs in the bargaining unit are completed on an intermittent basis throughout the month and would not be visual in such an abbreviated visit by the Function Four Team (i.e., box rental notices); and

Whereas, These recommendations are then in place for years, therefore be it

Resolved, A representative of the American Postal Workers Union will be notified and will accompany any and all Function Four Teams on details to Postal Installations where bargaining unit employees are or will be employed, for the expressed purpose of informing the Function Four Team of the bargaining unit work that is not visible in a given facility during their visit The American Postal Workers Union representative enter a separate report before a recommendation of reduction of work hours can be submitted by the Function Four Team submitted, and be it further

Resolved, That the Unions' representative will be kept on the postal clock as is the Function Four Team, and be it further

Resolved, That the American Postal Workers Union representative will have access and be privy to any and all areas and meetings that include the Function Four Team as it deals with the establishment of work hours in a postal facility.

**Adopted 2000**

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## IMPROPER REVERSION OF VACANT DUTY ASSIGNMENTS

—128—

Whereas, Some vacant assignments are not reverted within the twenty-eight (28) day time frame as per Article 37 Section 3.A.2, therefore be it

Resolved, When vacant duty assignments are not reverted within the time period allowed by the contract, the vacant duty assignment cannot be reverted and MUST be posted immediately. The successful bidder, unencumbered employee, part-time regular or converted part-time flexible who assumes the duty assignment will be paid out of schedule premium from the date the job was vacated.

**Adopted 2000**

## **IMPROVED BIDDING RIGHTS**

**—129—**

Whereas, The American Postal Workers Union has taken some steps over the past two (2) contracts to improve the bidding rights of all clerks, therefore be it

Resolved, That bidding rights for all senior qualified positions in the Clerk Craft will be based strictly on seniority in the Clerk Craft.

**Adopted 2000**

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## **LEVEL 5 FOR MAIL PROCESSOR CLERKS**

**—130—**

Whereas, The future of the United States Postal Service depends on automated equipment and Mail Processor Clerks, and

Whereas, The Mail Processor Clerk stands and sweeps for eight (8) hours, and

Whereas, The Mail Processor Clerk is responsible for dispatching, verifying, riffling, and for programming the machines, therefore be it

Resolved, That the American Postal Workers Union negotiate at least Level 5 for Mail Processor Clerks.

**Adopted 2000**

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## **LIMITS ON MANAGEMENTS' RIGHT TO REPOST JOBS**

**—131—**

Whereas, The Postal Service has gone crazy with their right to repost jobs due to changes of hours, days off, etc., and

Whereas, These changes are extremely harmful to employees due to the insecurity of not knowing what their schedule will be for any given amount of time, therefore be it

Resolved, Language be negotiated that the Postal Service can only repost jobs once per contract.

**Adopted 2000**

## **LOSS SENIORITY FOR 204BS**

**—132—**

Whereas, Management utilizes 204bs on a daily basis, and

Whereas, Many 204bs remain in this detail for many years returning to the craft solely to protect their bid assignment or to bid for a new position, and

Whereas, The 204b program should not be used to create career 204b positions, and

Whereas, One hundred twenty (120) days should be sufficient for an employee to determine whether they wish to become a part of management or remain in the craft, therefore be it

Resolved, That any employee detailed to any non-bargaining unit position (204b) in excess of 120 days shall lose one (1) day of seniority for each day served in the detail. The one hundred twenty (120) day limitation shall be cumulative and shall accrue throughout the employee's career.

**Adopted 2000**

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## **MAIL PROCESSOR LEVEL 4 VS LEVEL 5**

**—133—**

Whereas, The American Postal Workers Union won the National Level Mail Processor case, therefore be it

Resolved, That enforcement and application of the award be pursued through every process available, and be it further

Resolved, That the Union will reject Postal Service settlement proposals that are detrimental to affected bargaining unit employees

**Adopted 2000**

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## **MAINTAINING MANUAL POSITIONS**

**—134—**

Whereas, The Postal Service has intentionally overstaffed automated operations in order to circumvent manual section staffing, and

Whereas, The Postal Service and the American Postal Workers Union have made a "commitment" to automation, therefore be it

Resolved, That the American Postal Workers Union and Management make a "commitment" to manual processing in order to maintain a fair percentage of manual positions and to eliminate the circumvention of manual section man-hours and staffing in manual operations by automation clerks.

**Adopted 2000**

## **NATIONWIDE SENIORITY IN THE CLERK CRAFT**

**—135—**

Whereas, The principles of seniority are limited to the individual installation, and

Whereas, The American Postal Workers Union governs postal workers as one body, therefore be it

Resolved, That seniority in the Clerk Craft be based on one seniority list nationwide to be utilized when transferring to another postal facility.

**Adopted 2000**

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## **NEW PAY LEVELS FOR DISTRIBUTION-WINDOW CLERKS AND WINDOW SERVICE TECHNICIANS**

**—136—**

Whereas, Distribution Clerks are paid level PS-5 for learning/passing schemes, and

Whereas, Window Clerks are paid level PS-5 learning/passing window training, and

Whereas, Existing contract language prohibits management from utilizing the skills of an employee from a previous bid, and

Whereas, Management is utilizing both skills of Distribution-Window Clerks who are only getting paid for one of the qualifications, yet who are required to use both skills simultaneously on a daily basis,

Whereas, Window technicians are responsible for the accountability of multiple window clerks and for other duties, therefore be it

Resolved, Employees holding a Distribution/Window Clerk position be paid at level PS-6 and Window Service Technicians be paid at level PS-7.

**Adopted 2000**

## **PART-TIME REGULAR EMPLOYEES TO BE ALLOWED TO APPLY FOR BEST QUALIFIED BIDS**

**—137—**

Whereas, Full-time regular, part-time regular, and part-time flexible employees are represented by the American Postal Workers Union, and

Whereas, Some full-time employees have utilized their seniority to bid on part-time regular duty assignments, and

Whereas, Article 37, Section 3.A.7.c, presently has restrictions regarding applications by part-time regulars for best qualified duty assignments which states that such applications will not be considered if sufficient full-time and part-time flexible employees apply, and

Whereas, Such limitations in the present language of Article 37, Section 3.A.7.c, have had an adverse impact upon qualified part-time regulars who possess skills and seniority and who desire to attain a best qualified duty assignment, therefore be it

Resolved, That the American Postal Workers Union shall attempt to negotiate contract language in Article 37, Section 3.A.7.c, which will allow part-time regular employees to apply for best qualified duty assignments and that the applications of those part-time regulars who were previously full-time employees in the same installation will be considered.

**Adopted 2000**

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## **PART-TIME REGULARS TO OPT FOR VACANT DUTY ASSIGNMENTS**

**—138—**

Whereas, Full-time regular, part-time regular, part-time flexible and transitional employees are represented by the Union, and

Whereas, Language in Item 5a of the Transitional Employee Memorandum of Understanding, Career Employee Option for Vacant Duty Assignment, allows full-time career employees to opt for vacant assignments prior to assigning a transitional employee, and

Whereas, Language in Item 6a of the Transitional Employee Memorandum of Understanding, Assignment of Part-Time Flexible, allows part-time flexible employees to be assigned to vacant assignments prior to assigning a transitional employee, and

Whereas, There are no provisions in the Transitional Employee Memorandum of Understanding to allow part-time regular employees to either opt for or to be assigned to vacant positions prior to assigning a transitional employee, and

Whereas, Many part-time regular employees desire to increase their work hours, therefore be it

Resolved, The American Postal Workers Union shall attempt to negotiate additional language in the Transitional Employee Memorandum of Understanding which will not restrict opportunities of qualified part-time regular employees to opt for or be assigned to vacant full-time positions prior to assignment of transitional employees.

**Adopted 2000**

## **POSTING OF REVERSION NOTICES**

**—139—**

Whereas, The language of Article 37.3.A.2 is not clear as to when a reversion notice must be posted,

Whereas, Management should be required to post the notice as soon as the decision to revert a duty assignment is made, therefore be it

Resolved, That the American Postal Workers Union negotiate clear language in Article 37.3.A.2 that states, "once the decision is made to revert a vacant duty assignment, a notice shall be posted advising of the action taken and the reasons thereof within twenty-eight (28) days after the duty assignment becomes vacant.

**Adopted 2000**

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## **RESTRICTIONS ON MOVING BETWEEN CRAFT ASSIGNMENTS AND 204B POSITIONS**

**—140—**

Whereas, Language in Article 37.3.A.8 is weak regarding how long a former 204b must remain working in the Clerk Craft after successfully bidding on a craft position before returning again to 204b work, and

Whereas, Management is prone to exploit these loopholes in an effort to cause problems, and

Whereas, Stewards spend considerable time and effort keeping track of how long an employee has been working as a 204b before requesting that the job in question be reposted, and

Whereas, Employees in the personnel office spend considerable time reposting those jobs, therefore be it

Resolved, That Article 38.3.A.8 be changed to read "where they shall remain for four (4) months before accepting another non-bargaining unit position, i.e. 204b.

**Adopted 2000**

## **STRICT LIMITS ON BIDDING BY 204BS**

**—141—**

Whereas, Clerks detailed to nonbargaining-unit positions (204bs) are allowed to bid and apply for clerk craft assignments vacated in accordance with Article 37 Section 3.A.8 of the Collective Bargaining Agreement, therefore be it,

Resolved, Clerks temporary detailed to nonbargaining-unit positions (204b) may not bid or apply for vacant Clerk Craft duty assignments while so detailed as indicated on PS Form 1723, Notice of Assignment. However, nothing contained herein shall be construed to preclude such temporarily detailed employees from voluntarily terminating 204b detail and returning to their craft positions as long as their duty assignment has not been posted for bid in accordance with Article 37 Section 3.A.8. Furthermore, they must remain in their craft position and cannot be detailed to non-bargaining-unit (204b) position with six (6) months. Failure to remain in their craft position will cause the position to be posted for bid and the employee will become an unassigned regular with a fixed schedule, and be it further

Resolved, The duty assignment of a clerk detailed to a nonbargaining unit position (204b), including a nonbargaining-unit training program (e.g.-Associate Supervisor Program), in excess of four (4) months shall be declared vacant and shall be posted for bid in accordance with the article. Upon return to the craft the employee will become an unassigned clerk with a fixed schedule and may not exercise their right to bid or apply for the vacant Clerk Craft duty assignments that was vacated in accordance with Article 37 Section 3.A.8 of the "Collective Bargaining Agreement. A clerk temporarily detailed to a nonbargaining-Unit position will not be returned to the craft solely to circumvent the provisions of Section 3.A.8. Form 1723, Notice of Assignment, shall be used in detailing clerks temporary nonbargaining-unit positions (204b), and be it further

Resolved, The employer will provide the Union at the local level with a copy of Form(s) 1723 showing the beginning and ending of all such details. 204bs working any days in the bargaining unit are ineligible to bid or apply for any vacant clerk craft duty assignment even if they are working in their craft position on the day they complete PS Form 1717-A.

**Adopted 2000**

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## **204B BIDDING RIGHTS**

**—142—**

Whereas, Article 37.3.A.8 gives 204bs the right to bid or apply for vacant duty assignments on a day that was partially spent in a nonbargaining unit position, and

Whereas, It is nearly impossible to determine whether or not the bid/application was submitted during a day partially worked within the bargaining unit, therefore be it

Resolved, That the American Postal Workers Union attempt to negotiate language in Article 37.3.A.8 that states, "Clerks temporarily detailed to nonbargaining unit position may not bid or apply for vacant Clerk Craft duty assignments on days that were/are partially spent in a non-bargaining unit capacity.

**Adopted 2000**

## **UPGRADING ALL CLERK CRAFT POSITIONS**

**—144—**

Whereas, The ever-changing Postal Service is imposing demands and stress on all Clerk Craft employees, and

Whereas, Management in the upcoming years will be bringing in newer and faster automation in the Clerk Craft, therefore be it

Resolved, That all Clerk Craft positions be upgraded by one level.

**Adopted 2000**

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## **WINDOW TRAINING PROGRAM FOR EMPLOYEES WITH INDIVIDUAL ACCOUNTABILITY**

**—145—**

Whereas, The United States Postal Service has initiated a new window training program which incorporates approximately one third (1/3) less course material than the previous window training program.

Whereas, Many windows clerks still operate without the protection of unit accountability, therefore be it

Resolved, Any window clerk having individual accountability shall have the one hundred twenty (120) hours window clerk training program.

**Adopted 2000**

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## **ACCEPTANCE OF 204B ASSIGNMENT WILL IMPACT BID AND STATUS AS EMPLOYEE**

**—299—**

Whereas, 204bs leave their preferred bargaining unit assignment vacant while on the 204b detail, and

Whereas, Management manipulates these details to prevent posting of these preferred duty assignments left vacant by 204bs, therefore be it

Resolved, That any employee who accepts a 204b assignment shall be placed in unassigned regular status, and be it further

Resolved, The duty assignment of the employee shall be posted for bid when he/she enters 204b status.

**Adopted 2000**

## **AGAINST UNIVERSAL CLERK CONCEPT**

**—300—**

Whereas, The concept of the universal clerk is contrary to all prior language concerning clerk craft job classifications and duties, and

Whereas, American Postal Workers Union members are constantly grieving over being assigned to duties outside their job descriptions, therefore be it

Resolved, That the American Postal Workers Union stand strongly against adoption of any concept of the universal clerk.

**Adopted 2000**

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## **ASSIGNMENT OF JUNIOR UNENCUMBERED TO RESIDUAL VACANCY**

**—301—**

Whereas, Seniority is the foundation on which unions are built, and

Whereas, Article 37, Section 41.a(3) violates this principle because it forces the senior unencumbered employee into a duty assignment which they did not want when it was posted, therefore be it

Resolved, That the wording be changed to place the junior unencumbered employee, rather than the senior unencumbered employee, in any residual vacancy for which there is a currently qualified or partially qualified unencumbered employee.

**Adopted 2000**

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## **BID WITHDRAWAL IN SUBSEQUENT POSTING**

**—302—**

Whereas, There is no existing language allowing employees to withdraw from a subsequent bid posting, and

Whereas, An employee may be placed in a bid from a subsequent posting and taken out of a more desirable bid due to the current structure of Article 37.3.F.8.c, therefore be it

Resolved, That the American Postal Workers Union seek to negotiate language in the contract that would allow employees to withdraw from bids in subsequent bid postings when awarded a more desirable bid from a prior posting.

**Adopted 2000**

## **COMPUTER DATA ENTRY SHOULD BE BARGAINING UNIT WORK**

**—303—**

Whereas, Currently management personnel at Executive Administrative Salaried (EAS) levels 15, 16 and 18 are entering data into Postal Service computers, and

Whereas, All data entry functions should be defined as clerk craft bargaining unit work, and

Whereas, The private sector in business and industry employs hourly rate employees at non supervisory levels to perform data entry functions, and

Whereas, EAS employees who perform data entry duties should be required to confine their activities to "analysis" functions, not computer data entry, and

Whereas, If the Postal Service is truly concerned about being cost effective it will recognize an immediate wage savings by properly designating data entry duties as bargaining unit work, therefore be it

Resolved, National Officers in the Clerk Craft Division will pursue national contract language that secures all computer data entry functions as being exclusively bargaining unit work and that this issue be a paramount issue during negotiations.

**Adopted 2000**

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## **DETAIL OF 120 DAYS REQUIRES POSTING OF BID**

**—304—**

Whereas, Management continues its practice of detailing favored employees into assignments/jobs that should be posted for bid or application by eligible employees, and

Whereas, This practice contributes to a working environment where management driven favoritism prevails over contractual rights, and prevents senior employees from exercising control over their career, and

Whereas, This practice like many other contract violations, tends to mask the need for hiring additional career employees and for creation of additional full-time positions, therefore be it

Resolved, When a full-time employee is detailed continuously for a period of one hundred twenty (120) days, into a schedule with set hours and non-scheduled days (even where those hours and nonscheduled days are established on a rotating basis) and into duties that fall within the duties of recognized craft positions as established by the Standard Position Description Handbook P-1/EL-201, that detailed position shall be formalized and posted for bid or application by eligible employees in accordance with the appropriate craft article of the Agreement.

**Adopted 2000**

## **ELIMINATION OF ALL RESTRICTION AGAINST SECOND SENIOR BIDDERS**

**—305—**

Whereas, Article 37.3.f.5 and 37.3.f.7 provide that in the event the senior bidder fails to qualify, the next senior bidder will be given the opportunity to qualify, and

Whereas, Article 37.3.f.3 and 37.3.f.4 provide that if the senior bidder trains more than five (5) hours and fails to qualify, the duty assignment will be awarded to the currently qualified senior employee, and

Whereas, This provision allows employees to “bid block,” and

Whereas, The language change in 1994 has not been successful in stopping bid blocking, and

Whereas, Bid blocking undermines seniority, and

Whereas, The language was negotiated to timely fill duty assignments, which is also a benefit to the union, therefore be it

Resolved, That Article 37.3.f.3 and Article 37.3.f.4 be changed to reflect that in the event of failure, withdrawal etc. of the senior bidder, the next senior bidder will have the opportunity to qualify. If the second senior bidder fails, withdraws, etc., the assignment will be awarded to the currently qualified senior bidder.

**Adopted 2000**

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## **ELIMINATION OF “LIFE OF THE CONTRACT” FROM REPOSTING RULES**

**—306—**

Whereas, The present language of Article 37.3.A.4.c allows management to change the starting time of a duty assignment to outside the one (1) hour radius, which has the original starting time as its center, after the end of the life of the agreement, and

Whereas, This practice allows management to change a less desirable duty assignment into a more desirable duty assignment without posting it for bid, and

Whereas, This practice serves as a detriment to the rights and privileges of seniority, and

Whereas, Seniority rights are one of the basic principles of the American Postal Workers Union, therefore be it

Resolved, That the words “within the life of this agreement” be negotiated out of Article 37.3.A.42 by the National Bargaining Committee.

**Adopted 2000**

## **LOSS OF SENIORITY FOR PART-TIME FLEXIBLE EMPLOYEES IN 204B STATUS**

**—307—**

Whereas, Many part-time flexible employees serve in a non-bargaining unit status for long periods of time, and

Whereas, They often get preferred treatment over their coworkers, such as more or better work hours and days off, and

Whereas, Some part-time flexibles, especially in smaller offices, do this work in the way it was intended, (covering absences of the Postmaster or to just earn a little extra money) without trying to abuse or take advantage of the system, and Whereas, Part-time flexibles who are in a non-bargaining unit position (204b) maintain their place on the part-time flexible seniority roster and are converted to full time regular when they are reached on the roster, therefore be it

Resolved, That our National Negotiating Committee will attempt to negotiate provisions requiring that any part-time flexible employee who serves eighty (80) or more days within the previous three hundred sixty-five (365) days, in a non-bargaining unit (204b) status will have all time served in the non-bargaining unit position subtracted from their seniority and their standing on the part-time flexible roster will be adjusted accordingly.

**Adopted 2000**

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## **LOSS OF SENIORITY WHILE HOLDING 204B POSITION**

**—308—**

Whereas, Bargaining unit seniority is calculated by time served in the bargaining unit, and

Whereas, Employees holding a 204b position are not in the bargaining unit, therefore be it

Resolved, That language be negotiated to read that time served in a non bargaining unit position (determined by the PS Form 1723) will not count toward bargaining unit seniority.

**Adopted 2000**

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## **PART-TIME FLEXIBLE BULK MAIL TRAINING**

**—309—**

Whereas, Smaller offices do receive and process bulk mail in their offices, and

Whereas, In many offices clerks do not receive training for the receipt, verification and processing of bulk mail, and

Whereas, Priority for training bulk mail clerks is given to clerks who hold regular bulk mail duty assignments, which makes it difficult to schedule training for clerks, particularly part-time flexible clerks in small offices, who are not full-time bulk mail clerks, therefore be it

Resolved, Training for clerks in small offices who perform bulk mail duties should be scheduled with the same priority as with larger offices.

**Adopted 2000**

## **PART-TIME FLEXIBLE CONVERSION WITHIN 21 DAYS OF VACANCY**

**—310—**

Whereas, Article 37 does not provide for a time frame in which management MUST place a part-time flexible employee into a bid upon conversion, and

Whereas, Management often delays placing part-time flexible employees who have the opportunity to convert to full time into a vacant duty assignment well beyond the twenty-one (21) day time frame for employees who have bidding rights, therefore be it

Resolved, That language be negotiated into Article 37 that requires management to place part-time flexible employees into vacant duty assignments within twenty-one (21) days when the opportunity to convert to full time arises.

**Adopted 2000**

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## **PART-TIME FLEXIBLE EMPLOYEES TO BE TRAINED PRIOR TO TRAINING OF CASUAL EMPLOYEES**

**—311—**

Whereas, Casuals are intended to be used as a supplemental work force, and

Whereas, The Postal Service is training and using casuals in automation sections, and

Whereas, The contract does not prohibit this, and

Whereas, Casual employees may not be used to replace a qualified part-time flexible employee who is available at the straight time rate, and

Whereas, Some part-time flexible employees are not trained in automation sections which allows the Postal Service to claim that casuals must be used because part-time flexible employees are not qualified thus causing a loss of work hours for part-time flexible employees, therefore be it

Resolved, The Union will attempt to negotiate language requiring that all part-time flexible employees be trained for duties in automation sections and elsewhere prior to training of casual employees.

**Adopted 2000**

## **UPGRADE OF APWU CLERK CRAFT POSITIONS**

**—96—**

Whereas, The American Postal Workers Union was successful in arbitration and an upgrade was obtained for level 4 Clerk Craft Mail Processor and for most maintenance positions in the 2000 Collective Bargaining Agreement, and

Whereas, All American Postal Workers Union bargaining unit positions require skill based on all the Standard Position Description and qualifications Standards as set forth by the United States Postal Service, and

Whereas, All American Postal Workers Union bargaining unit employees work hard and the majority work shifts other than Tour 2, therefore be it

Resolved, That we go on record to actively pursue an increase, the equivalent of at least one level, for all American Postal Worker Union Clerk Craft employees.

**Adopted 2002**

## **GREET, INQUIRE, SERVICE AND THANK YOU (GIST) PROGRAM**

**—95—**

Whereas, The United States Postal Service is a service provider with a goal to provide universal service while operating at a minimum with no financial loss, and

Whereas, The window unit is an integral part of generating revenue by selling postal goods and services to its customers, and

Whereas, the American Postal Workers Union and the Texas Postal Workers Union recognize the opportunities of selling our good and services to customer by the window clerk, and

Whereas, the United States Postal Service has originated the GIST Program as a tool to guide the window clerk in the above goal, and

Whereas, Under the GIST Program, the window clerk is to ask the customer a number of appropriate questions in an attempt to sell additional goods and services to generate additional revenue, and

Whereas, The American Postal Workers Union and Texas Postal Workers Union recognize the sound decision of this program, and

Whereas The United States Postal Service is to provide its employees a healthful work atmosphere, and

Whereas The GIST Program is being used as not only a tool to generate revenue but as grounds for disciplining window clerks for not asking all of the appropriate questions, and

Whereas, This should not be the purpose of this program but, should be a program to guide the window clerk in their efforts to sell our goods and services, and

Whereas, This program has generated an atmosphere of intimidation by management and fear of discipline and has created a stressful work atmosphere, therefore be it

Resolved: That the American Postal Workers Union recognizes that the GIST Program is a necessary tool that promotes sales, generates revenue, and establishes a rapport with the American public, therefore be it further

Resolved, That the National APWU aggressively negotiate with the USPS to eliminate rogue programs that are counterproductive to the spirit and intent of the GIST program.

**Adopted 2002**

## **POSTING, BIDDING AND APPLICATION**

**—97—**

Whereas, 204-Bs will frequently come back to craft for relatively short periods of time to circumvent losing their bid duty assignments, and

Whereas, Proving the “intent” of these returns to craft is a formidable burden, and

Whereas, It is harmful to postal operations to have a craft bid duty assignment occupied by an employee who will not be working that duty assignment the vast majority of the time, therefore be it

Resolved, That the American Postal Workers Union negotiate that when any craft employee holding a bid position is in 204-B status for at least 50% of the days in any four month period, that duty assignment shall be declared vacant and reposted for bid and the former incumbent will become an unassigned regular and will be ineligible to apply on the newly declared vacant duty assignment.

**Adopted 2000**

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## **204-B BIDDING**

**—98—**

Whereas, “Clerks temporarily detailed to non-bargaining unit positions (204-B) may not bid or apply for vacant Clerk Craft duty assignments while so detailed,” and

Whereas, No specific time span is given as to how long an employee must return to the craft before becoming eligible to bid, therefore be it

Resolved, No employee returning from a 204-B assignment with less than 14 days of continually working in the bargaining unit shall be allowed to bid on any Clerk Craft duty assignment.

**Adopted 2000**

## **UNENCUMBERED EMPLOYEES BIDDING RIGHTS**

**—99—**

Whereas, The United States Postal Service nation wide is abolishing duty assignments and excessing employees from both sections and installations; and

Whereas, One of our objectives is that all men and women are created equal with the right to determine their own destiny and to participate in the forces and events that affect them, and

Whereas, Under the current Collective Bargaining Agreement when an employee becomes unencumbered because management abolished their preferred duty assignment, management then has the right to assign that employee to certain duty assignments that the employee would not have the right to bid for. therefore be it

Resolved, That the American Postal Workers Union will negotiate to remove any restrictive language from the contract with regards to employee bidding rights to bid for duty assignments. There can be no language in the Collective Bargaining Agreement that restricts an employee from bidding on a preferred duty assignment. If we fail in this endeavor, then we must negotiate language that would restrict management from assigning an employee to a preferred duty assignment that the employee would not be able to bid for.

**Adopted 2000**

**Previously Adopted**

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## **SENIOR BIDDER SCHEME STUDY**

**—104—**

Whereas, The senior bidder has the option of scheme study by using their annual leave or training before or after their shift,

Whereas, Neither option may be possible, therefore be it

Resolved, That the senior bidder be given the additional option of using Leave Without Pay (LWOP) for study time.

**Adopted 2002**

## **204-B SENIORITY**

**—105—**

Whereas, Article 37.3.A.8 provides for the posting of the duty assignment of an employee who serves in a 204B detail for a period in excess of four (4) months, and

Whereas, The employee is often times the successful bidder of his/her former duty assignment due to no loss of seniority, therefore be it

Resolved, That the American Postal Workers Union shall negotiate language in Article 37.3.A.8 that will freeze the seniority of any employee while serving in a 204B detail in excess of four (4) months.

**Adopted 2002**

**Previously Adopted, 1992 Resolution 197**

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## **SCHEME ASSIGNMENT AND BIDS THAT EXCEED 1000 ITEMS BE UPGRADED**

**—106—**

Whereas, Management has had clerks training multiple schedules, and

Whereas, Scheme items are growing as the population of cities and towns grow, and

Whereas, Management is adding new scheme items with impunity, therefore be it

Resolved, That any Clerk Craft employee whose total scheme exceeds 1000 items, shall be upgraded to Level 6.

**Adopted 2002**

**Previously Adopted, 1972 Resolution 346**

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## **TIME FRAME FOR RESIDUAL PROCESS**

**—109—**

Whereas, Craft articles currently have time limits for posting of vacant duty assignments, and

Whereas, There are no time limits set forth for the filling of residual vacancies, therefore be it

Resolved, Time limits be set on filling of residual vacancies in each appropriate craft article.

**Adopted 2002**

## **INCREASE FOR ANY / ALL JOB CLASSIFICATIONS**

**—110—**

Whereas, In the recent contract settlement between the American Postal Workers Union and the United States Postal Service, some, but not all craft employees, received one or two level pay increases, and

Whereas, The American Postal Workers Union is charged with securing fair and equitable benefits for all employees including, but not limited to wages, and

Whereas, All employees face ever-increasing cost-of-living expenses on a equal basis, therefore be it

Resolved, That the American Postal Workers Union take steps to secure pay level increases for any/all job classifications not increased in the last arbitrated contract settlement.

**Adopted 2002**

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## **ASSIGNMENT OF UNENCUMBERED EMPLOYEES**

**—113—**

Whereas, Assignments for unencumbered employees are normally involuntarily assigned by inverse seniority, and

Whereas, The present language of Article 37.4.C.1.a.(3) calls for unencumbered employees who are not currently or partially qualified on a vacant position and who have not occupied a bid duty assignment during the last 90 days to be voluntarily assigned “by seniority,” therefore be it

Resolved, That Article 37.4.C.1.a.(3) will be amended so that such employees are involuntarily assigned “by inverse seniority” after all residual assignments have been offered by seniority to all unencumbered employees.

**Adopted 2002**

## **CLERK MESSENGER**

**—114—**

Whereas, The Clerk Messenger job is a Level 5 position, and

Whereas, The United States Postal Service has expressed a desire to eliminate as many Level 6 clerk positions as possible for budgetary reasons, and

Whereas, The Clerk Messenger position has the same delivery job description as a letter carrier except the position includes clerk duties, such as Window and Accountable Clerk duties, therefore be it

Resolved, That the American Postal Workers Union seize all opportunities to fight the downgrading of Clerk Craft positions and create Level 6 positions in the Clerk Craft, and be it further

Resolved, That since letter carriers receive Level 6 pay, and Clerk Messengers are identical in job function description, the American Postal Workers Union aggressively pursue Level 6 pay for all Clerk Messengers.

**Adopted 2002**

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## **EMPLOYEE PROTECTION THROUGH VERIFICATION OF NON-CASH TRANSACTIONS**

**—115—**

Whereas, The United States Postal Service has failed to protect employees regarding bad checks and debit/credit cards; and

Whereas, Banks, grocery stores, department stores, and credit unions provide security for cashiers such as “Vericheck” therefore be it

Resolved, That the American Postal Workers Union immediately negotiate with the United States Postal Service to purchase similar protection equipment for all American Postal Worker Union bargaining unit employees that accept checks and debit/credit cards as a matter of performing their duties.

**Adopted 2002**

## **SPECIAL CLERKS**

**—F—**

Whereas, The United States Postal Service has undergone extreme hardships in the past year, and

Whereas, The United States Postal Service has implemented many (cost saving) programs that have impacted our members( livelihoods and benefits, and

Whereas, Our members working in smaller offices (Level 11 through 18) have experienced their hours being cut and their work being done by postmasters and supervisors, and

Whereas, Postmasters in these smaller offices have had their duties reduced due to implementation of computer reporting and new systems, therefore be it

Resolved, The American Postal Workers Union bargain to get Level 6 Special Clerks placed in these smaller offices, and allow the postmasters to become (Area) postmaster over more than one (1) office, and be it further

Resolved, The American Postal Workers Union bargain to absolutely prohibit any bargaining unit work to be done by someone outside American Postal Workers Union represented crafts.

**Adopted 2002**

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## **SENIORITY/SPECIAL DELIVERY**

**—G—**

WHEREAS, Some employees lost their seniority in the Clerk Craft when they transferred to the Special Delivery Craft, and

WHEREAS, Since the merger of the Special Delivery Craft and the Clerk Craft, employees kept their seniority coming into the Clerk Craft, therefore be it

Resolved, That employees formerly in the Clerk Craft who went directly to the Special Delivery Craft, can maintain all of their Clerk Craft seniority within the same installation.

**Adopted 2002**

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## **CLERK CRAFT**

**—57—**

Whereas, Reversion: A management decision to reduce the number of duty assignments in an installation when such duty assignment(s) is/are vacant, and

Whereas, During excessing, there are more employees being excessed than jobs available, therefore be it

Resolved, During withholding, all vacant duty assignments shall not be reverted, but posted for bid, and the remaining jobs be held as residual vacancy(s), after application of 37.4.

**Adopted 2004**

## **ABOLISHING, REVERTING, AND REPOSTING BID ASSIGNMENTS**

**—131—**

Whereas, In Article 37 there is language regarding Abolishing, Reverting, and Reposting Bid Assignments, and

Whereas, On Reverting a bid assignment gives the Union input into why management is Reverting the assignment, therefore be it

Resolved, That the American Postal Workers Union negotiate language in each craft article that management must provide documentation to the Union when considering Abolishing, Reverting, Reposting a bid assignment, and be it further

Resolved, That the Union at the local level is provided with input to management when Abolishing, and Reposting a bid assignment as well as Reverting a bid assignment.

**Adopted 2004**

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## **REPOSTING AND ABOLISHMENT**

**—132—**

Whereas, Article 37 Section 3 A.2 of the National Agreement places certain obligations upon management with regard to the reversion of vacant positions, and

Whereas, No similar language exists with regard to either reposting or abolishment of occupied positions, often resulting in arbitrary and capricious actions on the part of management, and

Whereas, The reposting or abolishment of an employee's duty assignment is frequently very disruptive to the employee incumbent in that position, therefore be it

Resolved, That language such as is found in Article 37.3.A.2 be added elsewhere in Article 37, i.e., that "when an occupied duty assignment is under consideration for reposting, the local Union President will be given an opportunity for input to a decision" and "if the occupied position is reposted, a notice shall be posted advising of the action taken and the reasons therefore" be added to Article 37.3.A.4 and a new section 3.A.12 "Abolishment" be added to Article 37, to read, "when an occupied duty assignment is under consideration for abolishment, the local Union President or their designee will be given an opportunity for input; if the occupied position is abolished, a notice shall be posted advising of the action taken and the reasons therefore."

**Adopted 2004**

## **BRING TIMEKEEPING BACK TO THE BARGAINING UNIT**

**—134—**

Whereas, Management is committing fraud under the TACS program, and

Whereas, It has been shown the bargaining unit employees were conscientious and diligent timekeepers, and

Whereas, The membership deserves a fair days pay for a fair days work, therefore be it

Resolved, That the American Postal Workers Union seek through negotiations to return all timekeeping functions to American Postal Workers Union represented bargaining unit.

**Adopted 2004**

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## **CONTRACTUAL RESOLUTION ELIMINATE BIDDING RESTRICTIONS**

**—136—**

Whereas, Our belief is that unity creates strength, and that each member has a right to economic justice, and that all members have the right to earn a living, and that all members are created equally with the right to determine their own destiny, and

Whereas, Within the National Collective Bargaining Agreement in Article 37.3, restrictions have been placed on our members rights to bid certain duty assignments, and

Whereas, Each members should have the right to freely bid and obtain through the use of their craft seniority both full time and part time duty assignments without the fear of being restricted from bidding back and forth as their personal needs require, and

Whereas, The United States Postal Service has hired employees for part-time regular duty assignments and as the contract is currently written under Article 37.3.A.1.a these employees would never have the opportunity to become full time career employees, and

Whereas, The United States Postal Service does not convey this situation to the newly hired employee and this will make organizing these new employees more difficult for the American Postal Workers Union, therefore be it

Resolved, That the American Postal Workers Union will make every effort during the next national negotiation period to lift all bidding restrictions between part-time regular and full-time regular status, as long as the part-time regular is senior to the senior part-time flexible.

**Adopted 2004**

## **FINANCIAL PENALTY FOR WORKROOM FLOOR SENIORITY VIOLATIONS**

**—139—**

Whereas, Management has engaged in repeated violations of workroom floor seniority involving the Mail Processing Clerk Agreements and Questions and Answers, therefore be it

Resolved, That the American Postal Workers Union seek a 50% premium for all time spent improperly reassigned as a result of the workroom floor seniority violation.

**Adopted 2004**

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## **IMPROVING BIDDING RIGHTS FOR PART-TIME REGULARS WHO WERE NOT PREVIOUSLY FULL-TIME REGULARS**

**—143—**

Whereas, Existing language in Article 37, Section 3.A.1.a severely restricts the ability of part-time regular employees who were not formerly full-time regulars to enter the full-time regular workforce, and

Whereas, Such restrictions can result in part-time regulars spending their entire careers as part-time employees, and

Whereas, Part-time regulars, who were not formerly full-time regulars have life changing events which would be helped if they could become full-time clerks, therefore be it

Resolved, That the following sentence be added to Article 37, Section 3.A.1.a (1): “Any clerk who was not previously a full-time employee but has been a part-time regular clerk for five (5) consecutive years and is senior to the senior part-time flexible clerk in the installation shall be eligible to bid on newly established full-time duty assignments for which they are currently qualified.”

**Adopted 2004**

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## **JUSTIFICATION FOR ABOLISHMENTS, REPOSTINGS AND REVERSIONS**

**—144—**

Whereas, Resolution 252 from the 1998 National convention addressed abolishment and reversions, but not re-postings, and

Whereas, The problem continues as management too often makes the decision to abolish, repost, or revert on subjective justification, therefore be it

Resolved, The American Postal Workers Union seek to achieve language to provide the Union with tangible evidence documenting the need to abolish, repost, or revert duty assignments.

**Adopted 2004**

## **LEVEL 4 DATA CONVERSION OPERATOR**

**—145—**

Whereas, The job duties of Data Conversion Operators in Remote Encoding Centers have changed since Remote Encoding Center sites began keying mail ten (10) years ago and due to addition of flats mails, Postal Automated Redirect System and numerous changes to keying rules, therefore be it

Resolved, (1) That the Level 4 Data Conversion Operator positions in the Remote Encoding Center be upgraded to Level 5; and (2) That the Level 5 Date Conversion Operator/Group Leader positions in the Remote Encoding Center be upgraded to Level 6.

**Adopted 2004**

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## **RECLASSIFY REGISTRY CLERKS**

**—153—**

Whereas, Current registry clerks fall under the job title of “general clerk” with special job assignments to the registry section and are compensated at the level 5 rate, and

Whereas, Postal management does not contest the great responsibility of registry clerks, and

Whereas, Many arbitrations have upheld the reassignment or re-categorizing of registry clerks as “Special Postal Clerk, PS-06,” therefore be it

Resolved, That the American Postal Workers Union membership advise our National officers to bargain for all registry clerks, who work in the registry section, be upgraded and reclassified as “Special Postal Clerk, PS-06.”

**Adopted 2004**

## **RE-POSTING HIGHER LEVEL CLERK CRAFT ASSIGNMENTS**

**—154—**

Whereas, Article 37 Section 3 Part A Section 4 Part D states, “When duty assignments are reposted in accordance with a., b., or c. above re-postings of level 5, 6, and 7 duty assignments will be limited to employees within the same and higher salary levels and status,” and

Whereas, Management can use this language to post a bid assignment at levels 5, 6, or 7 and make the assignment undesirable enough that higher seniority clerks do not bid on the assignment. Management then awards the assignment to a relatively junior clerk based on seniority. Then management decides that the bid as currently posted is not working for operational reasons, abolishes the assignment reposts the assignment with more desirable work hours and/or non-scheduled days, and per the language, “limited to employees within the same and higher salary level and status,” in many associate offices with a few level 6 assignments and mostly level 5 assignments, the majority of bidders are “locked out” from bidding on the reposted assignment, and

Whereas, By management manipulation of bid assignments based on the level does not respect the seniority rights of the majority of clerks in a lower level assignment, therefore be it

Resolved, That the American Postal Workers Union negotiate language in Article 37 Section 3 Part A Section 4 Part D as follows: “when duty assignments are reposted in accordance with a., b., or c. above, such re-postings of level 5, 6, and 7 duty assignments will be open for bid to employees within the same and lower or higher salary levels and status.”

**Adopted 2004**

**REQUEST THAT SALES AND SERVICE ASSOCIATES BE UPGRADED FROM  
LEVEL 5 TO LEVEL 6 AND THAT LEAD SALES AND SERVICE ASSOCIATES BE  
UPGRADED FROM LEVEL 6 TO LEVEL 7**

**—155—**

Whereas, Sales and service associates perform a wide variety of services associated with retail selling of both postal and non postal products, and

Whereas, Most of the duties performed are done so independently with little or no supervision, and

Whereas, These employees must maintain daily financial reports and appropriate levels of stock, and

Whereas, They are responsible for assisting customers with vending problems, inquiries, or complaints, and

Whereas, They have also been given the task of increasing revenue by maintaining a pleasant and effective relationship with the consuming public, and

Whereas, They must also be familiar with all postal laws, regulations, and procedures, and

Whereas, They are responsible for delivering and safeguarding accountable items, and

Whereas, They must also rent post office boxes, set meters, and handle NBU transfers, and

Whereas, They have also been given the added duties of selling Dinero Seguro and processing passport applications, and

Whereas, Many of these duties have been added since the inception of the level 5 window clerk, therefore be it

Resolved, That the American Postal Workers Union will immediately begin to negotiate with the United States Postal Service to upgrade the sales and service associate positions to level 6 and the lead sales and service associates positions to level 7.

**Adopted 2004**

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**RESULTS OF POSTING**

**—156—**

Whereas, Twenty-eight (28) days is an unreasonably long period to wait before placing a successful bidder in a duty assignment, and

Whereas, A shorter period has been established in many Local Memorandum of Understanding, therefore be it

Resolved, That the American Postal Workers Union negotiate that except in the month of December, the successful bidder be placed in new assignment within "14 days" unless Local Memorandum of Understanding states otherwise.

**Adopted 2004**

## **SIMPLIFY AWARDING OF DUTY ASSIGNMENTS AND ELIMINATION OF BID BLOCKING**

**—158—**

Whereas, All Clerks should have equal access to the awarding of bid duty assignments in their installation through the utilization of their relative seniority, and

Whereas, Existing language in Article 37 which has attempted to stop bid blocking has not been successful, and

Whereas, Residual duty assignments are created when none of the subsequent bidders are qualified, and

Whereas, Existing language in Article 37 causes such residual duty assignments to be awarded to relatively junior qualified employees, and

Whereas, Such assignments cause the relatively senior next bidder to be bypassed in such assignment, therefore be it

Resolved, That the American Postal Workers Union shall attempt to negotiate new language in Article 37.3F for passdowns of duty assignments requiring scheme knowledge which states:

“In the event the senior bidder is not currently qualified and withdraws from training at any time prior to completing training and being designated the successful bidder, the duty assignment shall be passed down to the next senior bidder, until such assignment is filled.”

**Adopted 2004**

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## **TIMEFRAME FOR RESIDUAL PROCESS**

**—159—**

Resolved, That time limits be set on the filling of residual vacancies in each appropriate craft article.

**Adopted 2004**

## **204-B BID POSITIONS**

**—160—**

Whereas, The intent of the contractual provisions regarding 204-B supervisors is to provide a method for training and promotion from craft to management, and

Whereas, Management is utilizing 204-B supervisors as long-term relief supervisors, rather than training them for promotion to management positions, and

Whereas, This long-term relief status has the effect of improperly withholding legitimate bid positions while the (204-B) employee spends the majority of their time outside of the bargaining unit, therefore be it

Resolved, That employees who choose to act as 204-B supervisors shall, as a condition to becoming a 204-B supervisor, immediately relinquish any bid position which they currently hold and become an unassigned employee, and be it further

Resolved, That any such bid position relinquished by an employee desiring to act as a 204-B supervisor shall not be abolished or reverted, but shall be posted for bidding among other employees within the bargaining unit.

**Adopted 2004**

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## **UPGRADE DOCK CLERKS AND EXPEDITERS**

**—163—**

Whereas, they have always been paid commensurate to the Tractor Trailer Operators, who have been in an upgraded status of level 7 since November 2002, and

Whereas, With the introduction of Computer science and scanning procedures as well as the upgrade of the Tractor Trailer Operator's, therefore be it

Resolved, That Dock Clerks and Expediters be upgraded to Level 7.

**Adopted 2004**

## **UPGRADE OF CLERK-STENOGRAPHER POSITION**

**—164—**

Whereas, The Clerk-Stenographer Level 5 position was not upgraded in the last National negotiations,

Whereas, The duties and responsibilities of a Clerk-Stenographer Level 5 outweighs those of most other bargaining unit employees, the knowledge, shorthand, skills and abilities to become a Clerk-Stenographer (Level 5) exceed many other equally ranked assignments within the United States Postal Service, and

Whereas, Clerk-Stenographer Level 5, requirements include extensive qualifications, testing, training and as a result are an essential part of the United States Postal Service, therefore be it

Resolved, That the American Postal Workers Union negotiate for an upgrade from Level 5 to Level 6 Clerk-Stenographers.

**Adopted 2004**

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## **UPGRADES BARGAINING UNIT POSITION**

**—165—**

Resolved, That the American Postal Workers Union negotiators actively pursue an upgrade of one (1) level for all American Postal Workers Union Clerk Craft employees, Motor Vehicle Service employees, and all remaining Maintenance employees.

**Adopted 2004**

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## **WORKROOM FLOOR SENIORITY CLERK DIVISION**

**—166—**

Whereas, The American Postal Workers Union successfully negotiated workroom floor seniority for Mail Processing Clerks, therefore be it

Resolved, That the American Postal Workers Union seek to achieve workroom floor seniority for the entire Clerk Division.

**Adopted 2004**

## **IMPROVING CUSTOMER SERVICE AT RETAIL WINDOWS**

**—168—**

Whereas, The vast majority of uncomfortable transactions at our retail windows are caused by the customers not wanting to sign their credit card, and

Whereas, There are countless NCR setups and other types of credit card equipment at retail windows that would allow the customer to swipe their own credit card if the equipment was activated, and

Whereas, Credit cards are accepted at Automated Postal Centers with no signature verification, therefore be it

Resolved, That this body mandate to activate the current equipment that is in use and available so customers can swipe their own credit cards, and be it further

Resolved, To provide credit card equipment those customers can use to swipe their cards at post offices eligible for them.

**Adopted 2006**

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## **UPGRADING SENIOR MARK-UP CLERK**

**—142—**

Whereas, The contract extension from 2005 to 2006 upgraded Mark-Up Clerks from level four (4) to level (5), and

Whereas, Level 5 Senior Mark-Up Clerks remained at level 5, therefore be it

Resolved, That the American Postal Workers Union continue to negotiate to upgrade Senior Mark-Up Clerks to that of level 6.

**Adopted 2006**

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## **UPGRADE PAY FOR REMOTE ENCODING CENTER DATA CONVERSION OPERATORS (DCO) FROM LEVEL 4 TO LEVEL 5**

**—143—**

WHEREAS, The computer forwarding service clerks were upgraded from level 4 to level 5, and

WHEREAS, The remote encoding center data conversion operators are often performing the same computer forwarding service work in a virtual field, and

WHEREAS, The remote encoding center conversion operators have shown to be a productive part of the Postal Service, therefore be it

*Resolved*, That the remote encoding center data conversion operators receive a pay upgrade from level 4 to level 5, and further be it

*Resolved*, That the team leaders receive an upgrade from level 5 to level 6.

**Adopted 2006**

## **204-B PTF PREFERENCE**

**—149—**

Whereas, There is currently no contractual bar against a 204-B taking a Part-time Flexible preference position, therefore be it

Resolved, That the American Postal Workers Union seek to negotiate a contractual bar against any 204-B expressing a preference for a residual duty assignment under the provisions of Article 37.5.

**Adopted 2006**

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## **NOTIFICATION TO THE AMERICAN POSTAL WORKERS**

**—153—**

WHEREAS, Currently, there is no process in place for notification to the American Postal Workers Union of any reversion, abolishment, or loss of Part-Time Flexible assignment in offices not represented by locals, and

WHEREAS, Even in offices represented by Locals, the employer often does not notify the Union of all reductions in staffing levels, therefore be it

*Resolved*, That the American Postal Workers Union seek and negotiate a notification procedure to the union of any changes in staffing to include, but not be limited to: reversions, abolishments, reposting, subcontracting, and changes from career staffing to non-career staffing.

**Adopted 2006**

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## **WINDOW CLERK UPGRADES**

**—154—**

WHEREAS, Revenue units should not be the determining factor of a window position level of pay, and

WHEREAS, The American Postal Workers Union supports the same pay, therefore be it

*Resolved*, That all level 3 window clerk positions be upgraded to level 5 and classified as Sales and Service Associate Level 5.

**Adopted 2006**

## **PHONE BIDDING**

**—160—**

Whereas, The computers at the work site do not always allow for bidding and employees must call in to bid and there is not a means to ensure the bid was accepted, therefore be it

Resolved, the National Negotiation Team attempt to obtain a means to have confirmation or code numbers provided once the bid is accepted.

**Adopted 2006**

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## **LIMITING THE NUMBER OF UNENCUMBERED EMPLOYEES**

**—163—**

Whereas, Management has created a “Compliment Committee” that monitors the number of duty assignments in a facility or installation, and

Whereas, This committee does not allow local management the discretion to post bids as needed, and

Whereas, In the absence of a residual duty assignment, nothing in Article 37.4.B limits the amount of time an employee may be unencumbered, therefore be it

Resolved, That language be added in Article 37.3.A.2 to state, “An unencumbered employee who remains in the same “job assignment” under the terms of 37.4.B after a period of 181 days shall demonstrate a newly created duty assignment. As such, this duty assignment shall be posted for bid within 28 days.

**Adopted 2006**

## **REPOSTING**

**—165—**

WHEREAS, The average age of Clerk Craft employees is over 47 years of age, and

WHEREAS, Many Clerk Craft employees utilize the bidding procedure to acquire desired duty assignments by their posted Principal Assignment Areas, which afford employees to have an expectation of the work being performed, and

WHEREAS, The Mail Processing Clerk Agreement reached in 2002 combined the previous descriptions of Distribution Clerk, Mail Processor and Optical Character Reader Operator position descriptions, and

WHEREAS, The foundation of the “day-to-day” seniority provisions of Article 37 is represented by the application of an employee’s Principal Assignment Area(s), and

WHEREAS, In some offices management has changed employee’s Principal Assignment Area(s) and states that they may do so without reposting, and

WHEREAS, The current language of Article 37.3.A.4 establishes that the determination of what constitutes a sufficient change of an employee’s Principal Assignment Area to cause the duty assignment to be reposted is subject to local negotiations, and

WHEREAS, Attempts by many locals to negotiate the threshold for reposting caused by a change in Principal Assignment Are has been thwarted by no or limited LMU opportunities due to contract extensions since 2000, therefore be it

*Resolved*, That the language of Article 37.3.A.4 be amended as:

a.

When it is necessary that fixed schedule day(s) of work in the basic work week for a duty assignment or the principal assignment area be permanently changed, the affected assignment(s) shall be reposted, unless negotiated otherwise at the local level. (unless negotiated otherwise at the local level).

b.

The determination of what constitutes a sufficient change of duties or scheme knowledge requirements to cause the duty assignment to be reposted shall be a subject of negotiations at the local level. (All remaining provisions of Article 37.3.A.4 to remain unchanged).

**Adopted 2006**

## **204-B LIMITS**

**—169—**

WHEREAS, Article 37 of the National Agreement is the clerk craft article and designed to protect clerk craft employees from the whims of someone riding the fence, and

WHEREAS, Much abuse of the system and contravention of the contract have taken place over the years by 204-Bs and 204-B wannabe's, therefore be it

*Resolved*, That the National Union to seek and negotiate in the next National Agreement that the language in Article 37.3.A.8 be changed to read:

“The duty assignment of a clerk detailed to a non-bargaining unit position, including a non-bargaining unit training program, in excess of a cumulative total of 4 months, during any calendar year, shall be declared vacant and shall be posted for bid in accordance with this article.

\*Intent of this resolution would be to limit a craft employee to a total of four months in a calendar year—would help eliminate full-time 204-Bs.

**Adopted 2006**

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## **TIME FRAME FOR TRAINING**

**—173—**

Whereas, Training is often delayed for employees in deferment for their preferred duty assignment, and

Whereas, This can also result in part-time employees being converted to full-time, therefore be it

*Resolved*, That the National Union seek and negotiate a defined time-frame for beginning and completion of all training.

**Adopted 2006**

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## **REMEDY FOR DEVIATION FROM PART TIME REGULAR SCHEDULE**

**—175—**

Whereas, The employer continually deviates from and expands the schedules of part time regulars with financial impunity, therefore be it

*Resolved*, That American Postal Workers Union seek to negotiate Out of Schedule Premium for Part Time Regulars, and be it further

*Resolved*, That American Postal Workers Union seek to negotiate a remedy payable to full time employees, and/or part time flexibles in the event the employer deviates from the Part Time Regular schedule.

**Adopted 2006**

## **PART TIME WORK HOUR GUARANTEE**

**—176—**

WHEREAS, The current work hour guarantee for a part time employee is only two hours per pay period in small offices, therefore be it

*Resolved*, That American Postal Workers Union seek to negotiate a work hour guarantee of four hours per week for part time employees regardless of office size.

**Adopted 2006**

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## **VOMA RELIEF RESTRICTIONS BY CRAFT**

**—177—**

WHEREAS, Currently Vehicle Operations Maintenance Assistant is a multi-craft position; therefore be it

*Resolved*, That American Postal Workers Union seeks to negotiate to limit selection of Vehicle Operations Maintenance Assistant to only American Postal Workers Union Crafts.

**Adopted 2006**

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## **CHANGES TO DUTY ASSIGNMENTS**

**—179—**

WHEREAS, Management changes the hours and/or non-scheduled days of duty assignments whether they are vacant or occupied without Union input, and

WHEREAS, The changing of these hours and/or non-scheduled days is many times operationally unnecessary, and

WHEREAS, These changes are disruptive to employees lives and generally diminish the desirability of the duty assignment, and

WHEREAS, Article 37 currently contains no language to allow input from the Union prior to deciding to make such changes, therefore be it

*Resolved*, That the language of Article 37.3.A.4. (a & c) be amended to provide for input from the Local Union President prior to any such decision being made.

**Adopted 2006**

## **ARTICLE 38**

### **ADD THREE STEPS TO PAY SCALE FOR ALL MAINTENANCE CRAFT EMPLOYEES IN LEVELS SIX THROUGH TEN**

**—286—**

Whereas, Most Maintenance Craft Employees have had prior trade schooling,

Whereas, Off-site United States Postal Service training can require months and or years spent away from spouse and family,

Whereas, Automation has become the future of the United States Postal Service and more training is required,

Whereas, this motion passed at the 1992 National Convention, therefore be it

Resolved, That at least three (3) extra steps be added to the pay scales for all Maintenance Craft employees in Levels 6 through 10 in order to compensate them for additional skilled training required.

**Adopted 1998**

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### **PROMOTION ELIGIBILITY REGISTER APPLICATION TIME**

**—9 Maintenance—**

Whereas, The Collective Bargaining Agreement allows management 150 days to complete and return the final result for a maintenance employee's application for the Promotion Eligibility Register,

Whereas, The most difficult and time-consuming portion of the application is filling out the candidate's supplemental application handbook and it is the employee's responsibility, and

Whereas, The employee has only 21 days to complete the candidate supplemental application handbook and if the employee fails to do so is declared to have abandoned the process and loses the right for the opportunity to be included on the Promotion Eligibility Register, therefore be it

Resolved, That anywhere in Article 38 when it is stated that management has 150 days to provide the employee with their final results be changed to 45 days.

**Adopted 1998**

## **ELIMINATE 204BS**

**—289—**

Whereas, The use of 204bs creates considerable conflict on the work floor and is unnecessary to the efficient operation of the work place, therefore be it

Resolved, That the American Postal Workers Union negotiate to eliminate the 204b program altogether.

**Adopted 1998**

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## **IMPROVED UPWARD MOBILITY OPPORTUNITIES IN MAINTENANCE**

**—291—**

Whereas, The Maintenance Craft currently contains most of the higher level and higher paying bargaining unit positions, and

Whereas, Bargaining unit employees desire to achieve such positions and the higher standard of living they maintain, therefore be it

Resolved, That the American Postal Workers Union seek to negotiate additional training opportunities so as to enhance the ability of current craft employees to seek promotion eligibility instead of resorting to outside hiring.

**Adopted 1998**

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## **INCREASE IN SIZE OF BANDS ON PROMOTION ELIGIBILITY REGISTERS**

**—292—**

Whereas, The current banding rules cause the promotion of junior applicants more frequently than is desirable, and

Whereas, Wider score bands would increase the opportunities for promotion of senior applicants, therefore be it

Resolved, That the American Postal Workers union attempt to negotiate wider score bands in the event promotions by seniority cannot be obtained.

**Adopted 1998**

**JUSTIFICATION FOR ABOLISHMENTS AND REVERSIONS TO BE PROVIDED IN  
ADVANCE**

—293—

Whereas, Management too often bases its decision to abolish or revert jobs on subjective justification, therefore be it

Resolved, That the United States Postal Service must provide, in advance of any such decision, objective, tangible evidence to factually document any decision to revert or abolish positions.

**Adopted 1998**

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**LESS DAMAGED MAIL — MORE MAINTENANCE**

—294—

Whereas, The increase in automated operations has resulted in an increase in damaged or destroyed mail, and

Whereas, The Postal Service has Adopted a production at all cost philosophy which has resulted in damaged mail, and

Whereas, As postal employees, we are offended by the lack of concern for the sanctity of the mail, therefore be it

Resolved, That the Postal Service and the American Postal Workers Union commit themselves to lessen the amount of mail damaged by automated operations by additional culling of mail or additional maintenance of equipment.

**Adopted 1998**

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**MAINTENANCE EMPLOYEES IN NON-MAINTENANCE CAPABLE OFFICES TO  
LEVEL 5**

—295—

Whereas, Maintenance craft employees in Non-Maintenance capable offices are daily called upon to do level 5 and/or higher level work, and

Whereas, Maintenance craft employees in Non-Maintenance capable offices are responsible for health and safety issues in their offices, therefore be it

Resolved, That all Maintenance Craft employees in Non-maintenance capable offices be elevated to at least level 5.

**Adopted 1998**

## **METHOD OF SELECTING MAINTENANCE CRAFT EMPLOYEES IN LEVELS 8, 9, 10 FOR TRAINING**

**—296—**

Whereas, Article 38 6.A.1. requires that any training opportunity for maintenance employees in levels 1-7 be offered first to the senior qualified volunteer within the occupational group, level and tour where the need for the skills exists, and

Whereas, Seniority is not recognized for maintenance employees in levels 8, 9, or 10 when selecting those to attend training, and

Whereas, Seniority should be the sole method for selection of those to attend maintenance training, therefore be it

Resolved, That Article 38 6.A.1. of the Collective Bargaining Agreement be amended to allow the same selection of the senior qualified volunteer for training opportunities for levels 8, 9 and 10 as now exists for levels 1-7, and be it further

Resolved, That when sufficient volunteers for any maintenance training are not received, any and all involuntary scheduling under Article 38 6.A.1. be done solely by inverse seniority.

**Adopted 1998**

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## **NINETY-DAY NOTICE FOR OFF-SITE TRAINING**

**—299—**

Whereas, Training billet are placed at the beginning of the fiscal year, and

Whereas, The contract already reads “Employees selected for off-site training will be given as much advance notice as is reasonably possible,” and

Whereas, Most maintenance employees must attend off-site training and this places an undue hardship on the employees and their family, therefore be it

Resolved, That the American Postal Workers Union negotiate into the next contract that no employee be required to attend off-site training unless they are given at least ninety (90) days notification.

**Adopted 1998**

## **RESIDUAL VACANCY DEFINITION NEEDED**

**—302—**

Whereas, There is no definition of what constitutes a residual vacancy in Article 38, and

Whereas, Residual vacancy is referred to in Article 38.5.A.10 and 38.5.A.5, refers to positions not filled by PAR, and

Whereas, Management has used Article 38.5.A to allow supervisors to take choice craft positions before promoting deserving craft employees, therefore be it

Resolved, That national officers be directed to negotiate a definition of residual vacancy.

**Adopted 1998**

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## **TRANSFERS IN LIEU OF NEW HIRES**

**—304—**

Whereas, American Postal Workers union members need more flexibility in their work lives as to geographical work location, therefore be it

Resolved, That the American Postal Workers Union negotiate language to mandate the United States Postal Service to accept transfers within an expanded area, regardless of craft, before hiring from the street.

**Adopted 1998**

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## **UNRESTRICTED BIDDING IN AND OUT OF PART-TIME REGULAR POSITIONS**

**—306—**

Whereas, The intent of creating Part-Time Regular (PTR) Positions was to afford flexibility to regular employees in their work schedules, and

Whereas, Existing restrictions on PTR positions limits opportunities for PTR's to bid back to full-time positions, and

Whereas, There is no advantage to anyone in management or the bargaining unit to restrict such bidding, therefore be it

Resolved, The American Postal Workers Union oppose any restrictions against bidding in and out of PTR positions and that PTR's be placed on Promotion Eligibility Registers consistent with their banded scores.

**Adopted 1998**

## **WEARING SHORTS TO BE ALLOWED IN MAINTENANCE**

**—307—**

Whereas, The EL 821 handbook prohibits Maintenance Craft employees from wearing shorts,

Whereas, Letter Carriers and Motor Vehicle Service employees may wear shorts as a part of the official postal uniform, therefore be it

Resolved, That all employees be allowed to wear shorts.

**Adopted 1998**

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## **REQUEST FOR DOWNGRADE, MAINTENANCE**

**—7 — Maintenance—**

Whereas, The current language in Article 3 8.5.A. 10 states "...Consideration for filling the residual vacancy will be given to a higher level qualified employee who has previously submitted a written request for assignment to a lower level and

Whereas, That this language affords management the authority to ignore any seniority or pecking order for such assignments, rather that management may pick and choose which, if any, employees are granted requests for downgrade,

Resolved, That the APWU bargain for language which establishes a management requirement to establish a list for voluntary downgrade. And language which requires that the employees be given the opportunity to bid from the established list.

**Adopted 1998**

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## **SUBCONTRACTING CLEANING SERVICES**

**—2 — Maintenance—**

Whereas, A definite square footage is very helpful in fighting subcontracting, but

Whereas, Some borderline offices have been contracted using the current square foot memo, be it

Resolved, That National officers attempt to improve the memo by inserting 15,000 in place of 18,000 and 300,000 in place of 500,000 and change the word facility to installation.

**Adopted 1998**

## **ADMINISTRATIVE LEAVE FOR NCED TRAINING**

**—146—**

Whereas, Maintenance employees go to Norman, Oklahoma to receive training on repairing postal equipment, and

Whereas, Maintenance employees are away from their families for weeks at a time, and

Whereas, Family and household matters have to be put on hold for weeks at a time, therefore be it

Resolved, That Maintenance employees receive one (1) day of Administrative Leave, for each week of training in the Norman, Oklahoma Training Center (NCED).

**Adopted 2000**

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## **APWU REPRESENTATIVE TO OBSERVE MAINTENANCE SELECTION REVIEW PANELS**

**—147—**

Resolve, The American Postal Workers Union will seek to negotiate change to the Maintenance Selection System review panels requiring a representative of the American Postal Workers Union to observe the review panels.

**Adopted 2000**

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## **BEM LEVEL 7 UPGRADE**

**—148—**

Whereas, All BEM Level 7 positions are required to be certified to handle refrigerants. This adds more responsibility to their positions, therefore be it

Resolved, That BEM Level 7 positions be upgraded to BEM Level 8.

**Adopted 2000**

## **CHANGING JOB TITLE IN MAINTENANCE CRAFT**

**—149—**

Whereas, The present job title of "Maintenance Mechanic, Mail Processing Equipment, PS-07" does not adequately reflect the duties and responsibilities required of this position, therefore be it

Resolved, That the present job title of "Maintenance Mechanic, Mail Processing Equipment, PS-07" be changed to "Maintenance Technician, Mail Processing Equipment, PS-07."

**Adopted 2000**

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## **DEFINING CONSIDERATION**

**—152—**

Whereas, The word "consider" is used repeatedly in the MSS Handbook EL-304 and under Article 38 of the National Agreement, for voluntary downgrade, transfer and craft reassignment purposes and

Whereas, Management simply states certain employees were "considered," but are not given a real opportunity for the downgrade, transfer or craft reassignment, therefore be it

Resolved, That there be language negotiated defining what factors are used for "considering" downgrades, transfers and craft reassessments.

**Adopted 2000**

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## **FILLING RESIDUAL VACANCIES IN MAINTENANCE**

**—153—**

Resolved, In Article 38, Section 5.A.10 the words, "consideration for filling" shall be deleted and shall be replaced by "management shall fill" and the words, "will be given to," shall be deleted and shall be replaced by, "with.

**Adopted 2000**

## **INVOLUNTARY SELECTIONS FOR MAINTENANCE TRAINING**

**—154—**

Whereas, Article 38.6.A.3 does not specify a procedure for involuntary selection for training, and

Whereas, the principles of seniority are the foundation of unionized workplaces, therefore be it

Resolved, That Article 38.6.A.3 have the following sentence added, "Selections for involuntary training shall be in order of inverse seniority.

**Adopted 2000**

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## **LEVEL 10 ET – 204B**

**—155—**

Whereas, In the Maintenance Craft, the position of Electronics Technician, Level 10 was created to provide assistance via telephone to remote sites throughout the country, and

Whereas, When a Level 10 Electronics Technician goes into 204b status, there is no way to monitor if he/she is performing bargaining unit work, therefore be it

Resolved, When a Level 10 Electronics Technician is detailed to 204b status, his/her duty hours must be assigned to the next employee on the promotion eligibility register.

**Adopted 2000**

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## **LIMITATIONS ON REPOSTING OF JOBS**

**—156—**

Whereas, The Postal Service has gone crazy with their right to repost jobs due to changes of hours, days off, etc. and

Whereas, These changes are extremely harmful to employees due to the insecurity of not knowing what your schedule will be for any given amount of time, therefore be it

Resolved, Language be negotiated that the Postal Service can only repost jobs once per contract.

**Adopted 2000**

## **MAINTENANCE PROMOTIONAL CONTINGENCY TRAINING**

**—157—**

Whereas, Article 38.53 gives management up to one (1) year to declare an employee to be the successful applicant and promote him/her into the new/vacant position, therefore be it

Resolved, That the National American Postal Workers Union will seek to negotiate to reduce the one (1) year time allowance management has for contingency training under Article 38, Section 53.

**Adopted 2000**

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## **POSITIONS CURRENTLY IDENTIFIED AS NON-BARGAINING UNIT POSITIONS TO BE PLACED IN THE MAINTENANCE CRAFT**

**—158—**

Whereas, Employees servicing Management Information Systems are not currently part of the bargaining unit, and

Whereas, These employees are performing duties that are essentially the same as duties performed by ET-9s, who are bargaining unit employees, and

Whereas, The position descriptions of employees in both categories are similar, and

Whereas, Several other positions currently identified as non-bargaining unit positions encompass duties that are the same or similar to duties performed by bargaining unit employees, therefore be it

Resolved, The American Postal Workers Union will make negotiation of bargaining unit status for all positions not currently in the bargaining unit, but that are the same or similar to bargaining unit positions, a high priority.

**Adopted 2000**

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## **PROMOTION ELIGIBILITY REGISTER OPEN SEASON**

**—159—**

Whereas, Current language provides for open season every three (3) years for application to be listed on Promotion Eligibility Registers, therefore be it

Resolved, To change Article 38, section 5.B.7 to give employees the opportunity for inclusion on a Promotion Eligibility Register, at a minimum, on a yearly basis.

**Adopted 2000**

**PROMOTIONS IN MAINTENANCE CRAFT BY MAINTENANCE CRAFT  
SENIORITY**

**—160—**

Whereas, Seniority for Promotion Eligibility Registers and Preferred Assignment Registers create division between Maintenance Craft bargaining unit employees, therefore be it

Resolved, Total Maintenance Craft seniority within the Installation shall be the determining factor for placement on Promotion Eligibility Registers.

**Adopted 2000**

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**PROMOTIONS IN MAINTENANCE CRAFT BY INSTALLATION SENIORITY**

**—161—**

Resolved, That Article 38.5.B be changed to read, "all promotions in the Maintenance Craft be filled on the basis of installation seniority."

**Adopted 2000**

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**RETENTION OF STEP WHEN TRANSFERRED INTO MAINTENANCE CRAFT**

**—162—**

Whereas, Personnel being transferred into the Maintenance Craft are placed into their current step or lower step at the discretion of management, therefore be it

Resolved, That all personnel being transferred into Maintenance Craft come in at their current step.

**Adopted 2000**

## **RULES FOR MAINTENANCE CRAFT CONFERENCE**

**—163—**

Whereas, Terry Irvin served the Maintenance Craft and American Postal Workers Union for over twenty-five (25) years as local president and state and local craft director, and

Whereas, His dedication to the Maintenance Craft and his unique approach to life will be sorely missed by delegates at this conference, and

Whereas, Terry Irvin was the author of and the force behind adoption of Maintenance Conference rules, therefore be it

Resolved, In his memory, the rules of the Conference will be known as the Maintenance Conference Terry Irvin Rules of Order.

**Adopted 2000**

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## **SALARY INCREASE FOR COMPLETED NCED TRAINING**

**—164—**

Resolved, A salary increase of \$500.00 for each completed "NCED" class will be paid to Maintenance employees, Levels 7 through 9. Increase will be retroactive.

**Adopted 2000**

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## **SPECIAL OVERTIME DESIRED LIST AND PREFERRED ASSIGNMENT REGISTERS FOR ET10S DOMICILED IN INDEPENDENT INSTALLATIONS**

**—165—**

Resolve, That the National Maintenance officers negotiate an Overtime Desired List with no set rotation for Electronic Technician (ET) 10s domiciled at independent installations, and be it further

Resolved, That the National Maintenance officers negotiate a nationwide Preferred Assignment Register for ET10s.

**Adopted 2000**

## **TESTING FOR MAINTENANCE CRAFT POSITIONS**

**—166—**

Resolve, That the National American Postal Workers Union negotiate to have Promotional Eligibility Register testing prior to opening up Maintenance Craft positions outside the Craft or to the Street.

**Adopted 2000**

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## **TRADE GROUP RETENTION**

**—167—**

Resolve, That the National American Postal Workers Union will negotiate to ensure that all trade group positions including, carpenter, machinist, maintenance electrician, mason, painter, plumber, welder, and area maintenance positions will be retained.

**Adopted 2000**

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## **TWO DAY SESSIONS AT MAINTENANCE CRAFT CONFERENCE BETWEEN CONVENTIONS**

**—168—**

Whereas, The Maintenance Craft is changing rapidly, and

Whereas, The importance of discussion of issues related to the Maintenance Craft is great, therefore be it

Resolved, A two day general session will be conducted at the Maintenance Craft Conference held between Conventions.

**Adopted 2000**

## **UNION NOTIFICATION PRIOR TO REVERSION**

**—169—**

Whereas, Article 38.4.A.3 currently states, "If the vacant assignment is reverted, a notice shall be posted within 10 days advising of the action taken and the reasons therefore," therefore be it

Resolved, That Article 38.4.A.3 be changed to read, "When a vacant duty assignment is under consideration for reversion, the local president will be given an opportunity for input prior to a decision. After local management has provided all documentation justifying the duty assignment that is to be reverted, the decision to revert or not revert the vacant duty assignment shall be made no later than twenty eight (28) days after it becomes vacant. If the vacant assignment is reverted, a notice shall be posted advising of the action taken and the reason therefore.

**Adopted 2000**

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## **UNIVERSAL STEP INCREASE FOR LEVEL 4 CUSTODIAL GROUP LEADER**

**—171—**

Whereas, The job responsibilities of the Level 4 Custodial Group Leaders have been greatly expanded over the last several years to include duties associated with increased supervisory, leadership and training responsibilities, and

Whereas, The Level 4 Custodial Group Leader is often called upon to perform these duties without the benefit of higher level pay, therefore be it

Resolved, The Level 4 Custodial Group Leader position description be changed to Custodial Group Leader Level 5. And that the EL-201 and EL-303 handbooks be modified to reflect these changes.

**Adopted 2000**

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## **UNIVERSAL STEP INCREASE FOR LEVEL 3 CUSTODIAL LABORER**

**—172—**

Whereas, The job responsibilities of the Level 3 Custodial Laborer have been greatly expanded over the last several years to include duties associated with increased recycling, hazardous spill clean up and increased training responsibilities, and

Whereas, The Level 3 Custodial Laborer are often called upon to perform higher level duties such as operation of powered industrial equipment and operation of postal vehicles, therefore be it

Resolved, The Custodial Laborer Level 3 position be upgraded to Custodial Laborer Level 4. And that the EL-201 and EL-303 handbooks be modified to reflect these changes.

**Adopted 2000**

## **UNIVERSAL STEP INCREASE FOR LEVEL 2 CUSTODIAN**

**—173—**

Whereas, The job responsibilities of the Level 2 Custodians have been greatly expanded over the last several years to include duties associated with operation of electrically powered equipment (such as scrubbers, burnishers, vacuums, etc.) in addition to the use of hand tools. They are required to assist with duties such as recycling and hazardous spill clean-up, and

Whereas, Level 2 Custodians are consistently called upon to perform these duties which are higher level duties, therefore be it

Resolved, That the Level 2 Custodian position be upgraded to Custodian Level 3. And that the EL-201 and EL-303 handbooks be modified to reflect these changes.

**Adopted 2000**

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## **UPGRADE ALL SKILLED POSITIONS**

**—174—**

Resolved, That the National officers of the American Postal Workers Union Maintenance Craft will seek to negotiate an upgrade of the following Trade Skill positions to Level 7: Carpenter, Machinist, Maintenance Electrician, Mason, Painter, Plumber, Welder and include Letter Box Mechanic, and be it further

Resolved, This upgrade shall not be combined with any agreement to merge these occupational groups with any other occupational group.

**Adopted 2000**

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## **UPGRADING ALL MAINTENANCE CRAFT POSITIONS**

**—175—**

Whereas, The Postal Service is deploying new automated equipment on a continuous basis in all postal facilities, and

Whereas, Requirements and demands on all our Maintenance Craft employees are forever growing in the area of training, technology, and custodial services of facilities, therefore be it

Resolved, That all Maintenance Craft job positions be upgraded by one level.

**Adopted 2000**

## **UPGRADE MAINTENANCE OPERATIONS SUPPORT CLERKS TO LEVEL SIX**

**—176—**

Whereas, Presently there are PS Level 5 and PS Level 6 Maintenance Operations Support Clerks, therefore be it

Resolved, The American Postal Workers Union will seek to upgrade all Maintenance Operations Support Clerk positions to PS Level 6.

**Adopted 2000**

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## **YEARLY PROMOTION ELIGIBILITY REGISTERS**

**—177—**

Be It Resolved, To change Article 38, Section 5.B.7 to allow employees the opportunity for inclusion on an Annual Promotion Eligibility Register.

**Adopted 2000**

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## **ACCEPTANCE OF 204B ASSIGNMENT WILL IMPACT BID AND STATUS AS EMPLOYEE**

**—312—**

Whereas, 204bs leave their preferred bargaining unit assignment vacant while on the 204b detail, and

Whereas, Management manipulates these details to prevent posting of these preferred duty assignments left vacant by 204bs, therefore be it

Resolved, That any employee who accepts a 204b assignment shall be placed in unassigned regular status, and be it further

Resolved, The duty assignment of the employee shall be posted for bid when he/she enters 204b status.

**Adopted 2000**

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## **ASSIGNMENT TO LOWER LEVEL RESIDUAL VACANCIES**

**—313—**

Resolved, The Union will seek the following changes in Article 38, Section 5.A.10: replace the words "consideration for filling" with the words "management shall fill" and the words "will be given to" with the word "with".

**Adopted 2000**

## **BONUS FOR EACH WEEK IN ATTENDANCE AT OFFSITE TRAINING**

**—314—**

Whereas, A highly trained work force increases productivity and reduces downtime which is a benefit to the Postal Service, and

Whereas, Training often causes maintenance craft employees to spend time away from their families, and

Whereas, Employees are currently receiving no benefit from this training other than the additional postal knowledge gained, therefore be it

Resolved, That the Union attempt to negotiate a change in Article 38.6 to provide for a lump sum payment of five hundred dollars (\$500) for each week of training attended, contingent upon successful completion of the training, and be it further

Resolved, That in the event of a shortened training week the five hundred dollars (\$500) amount will be adjusted proportionally.

**Adopted 2000**

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## **CHANGE ARTICLE 38 SECTION 4.A.2 & 3**

**—315—**

Resolved, That the American Postal Workers Union will negotiate to change Article 38, Section 4.A.2 & 3 to allow only twenty eight (28) days to either post, fill, or revert a position.

**Adopted 2000**

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## **LOSS OF SENIORITY WHILE HOLDING 204B POSITION**

**—316—**

Whereas, Bargaining unit seniority is calculated by time served in the bargaining unit, and

Whereas, Employees holding a 204b position are not in the bargaining unit, therefore be it

Resolved, That language be negotiated to read that time served in a non bargaining unit position (determined by the PS Form 1723) will not count toward bargaining unit seniority.

**Adopted 2000**

## **MAINTENANCE WORK FORCE REALIGNMENT CHANGES**

**—317—**

Whereas, In the 1970s and 1980s mail processing equipment and building equipment was maintained by specific occupational groups based on the type or piece of equipment being maintained, and

Whereas, The Postal Service changed to “Maintenance Workforce Realignment” in the 1990s, thereby assigning maintenance work by task specific duties instead of equipment specific needs, and

Whereas, The decision of the Postal Service to change the way maintenance is performed on mail processing equipment and building equipment has caused nothing but confusion and discord, therefore be it

Resolved, The Maintenance Craft officers will attempt to negotiate as a primary issue, the change back from “Maintenance Workforce Realignment” to “Equipment Specific Maintenance.”

**Adopted 2000**

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## **MAINTENANCE CRAFT OPPOSED TO UNIVERSAL SENIORITY**

**—318—**

Whereas, The Maintenance Craft has historically and repeatedly voted to defeat the concept of universal seniority, and

Whereas, The Maintenance Craft holds that the American Postal Workers Union should recognize the skills and talents required for entrance into each craft represented by the American Postal Workers Union, therefore be it

Resolved, That the Maintenance Craft be recognized as being categorically opposed to the concept of universal seniority and its application to the principle of craft seniority.

**Adopted 2000**

## **MAINTENANCE MECHANIC LEVEL FIVE UPGRADE AND TRAINING**

**—319—**

Whereas, Level 5 Maintenance Mechanics are expected to perform work in varying areas using higher level skills, and

Whereas, Level 5 Mechanics have not received the proper training, nor are they required to receive particular training pertaining to work performed at present levels, therefore be it

Resolved, That the National Union seek to negotiate conversion of level 5 Maintenance Mechanics to level 6, and be it further

Resolved, That the newly converted level 6 Maintenance Mechanics be eligible for specific training for various tasks such as, but not limited to, duties that require electrical and plumbing skills.

**Adopted 2000**

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## **PREREQUISITE FOR REVERSIONS**

**—320—**

Whereas, In reference to Article 38.4.A., management has been reverting choice assignments/bids (weekends) without justification, therefore be it

Resolved, That before reverting any assignment or bids, management must show the Union at the local level that continuance of the assignment would prove an undue burden to operations.

**Adopted 2000**

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## **ROTATE WORK ASSIGNMENTS EQUITABLY**

**—321—**

Whereas, Preferential treatment is given without seniority considerations which creates union animus, and

Whereas, Preferential treatment limits training opportunities and the opportunity to gain on the job experience which interferes with occupational groups, and

Whereas, Preferential treatment creates scheduling problems and results in inequitable overtime and holiday scheduling and

Whereas, Employees are bypassed for essential training, which results in loss of proficiency because skills of employees are not utilized within occupational groups, therefore be it

Resolved, That language in Article 38 be negotiated that causes rotation of work assignments by all employees within occupational groups and levels.

**Adopted 2000**

**THE SEPARATION OF MAINTENANCE MECHANICS INTO TWO DISTINCT  
OCCUPATION GROUPS**

—322—

Whereas, There is currently no separation between building and machine bids, and  
Whereas, There is a definite separation of duty assignments, and  
Whereas, There is separation between building and machine bids at level 7, and  
Whereas, There used to be separation between building and machine bids at level 5, therefore  
be it

Resolved, The Union will seek an agreement with the Postal Service which reinstates the  
separation of BEM and MPE level, be it further

Resolved, That these two positions be posted as specific bid positions.

**Adopted 2000**

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**VOLUNTARY SELECTION FOR MAINTENANCE TRAINING**

—323—

Whereas, Changes in Article 38, Section 6.A are needed, therefore be it  
Resolved, Article 38, Section 6.A. should be changed to provide that all Maintenance Craft  
job training opportunities must be offered first to the senior qualified volunteer within the  
occupational group, level and tour where the need for the skills exists. (Delete second paragraph)

**Adopted 2000**

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**UPGRADE MAINTENANCE LEVELS 6 AND BELOW**

—119—

Whereas, There were 13 positions in the Maintenance Craft Level 6 and below that were not  
upgraded, therefore be it

Resolved, That all maintenance positions be upgraded.

**Adopted 2002**

## **NON BARGAINING UNIT DETAIL LIMITATION**

**—120—**

Whereas, Article 38.7.E. of the Agreement states that a maintenance employee(s) temporarily detailed to a non-bargaining unit position(s) in excess of 120 days lose their duty assignment, and

Whereas, the United States Postal Service and the employee circumvent this provision by returning the maintenance employee to the bargaining unit on the 119th day for a one-day to one-week period in an attempt to show that the detail has ended for the employee, and

Whereas, The employee resumes the detail after the break, therefore be it

Resolved, That the American Postal Workers Union negotiate language in Article 38.7 that states: that in a calendar year, a maintenance employee that is detailed to a non-bargaining unit position for 180 days, the duty assignment of the employee will be declared vacant and shall be posted and filled in accordance with the provision of this Article. The employee will be ineligible for any consideration for a promotion, preferred duty assignment or residual duty assignment.

**Adopted 2002**

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## **TRAVEL TO AND FROM SCHOOLS**

**—131—**

Whereas, Maintenance employees are required to travel for training, and

Whereas, That travel is compensable as work, and

Whereas, Changes of schedule, to prevent payment of overtime, are against the contract, and

Whereas, The United States Postal Service is using verbal changes of assignment to avoid the payment of overtime for travel, therefore be it

Resolved, That a PS form 1723 (Assignment Order) has to be signed by the employee for a change of assignment, and be it further

Resolved, That verbal notification is unacceptable, and be it further

Resolved, That notification needs to be given to the employee before the Wednesday of the week prior to the change of assignment, and be it further

Resolved, Any changes made in schedule or assignment needs to be on forms provided as above and paid as out of schedule as per the contract.

**Adopted 2002**

## **DEFINITION OF RELIEF POSITION**

—132—

Whereas, Article 38.7.C.2. states relief positions shall be kept to a minimum, and

Whereas, When a vacant or newly established duty assignment is posted with the addition of relief duties, is posted, the information on the Notice of Intent is required to show the days and hours of the specific duty assignment(s) being relieved, and

Whereas, When there is only one position with relief duties added to the position on the Notice of Intent, there is no problem. When there are two or more positions, in the same occupational group, with relief duties added, and one or more of the duty assignment(s) being relieved are duplicated on more than one relief position, management can play favorites and cause tension between craft employees, therefore be it

Resolved, The American Post Workers negotiate to add to Article 38.7.C: "Where two or more positions are in the same occupational group with relief duties added, each notice of intent must identify which duty assignment(s) are being relieved. The duty assignment(s) being relieved cannot be listed on more than one notice of intent."

**Adopted 2002**

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## **EMPLOYEE TRAINING**

—6—

Whereas, The principles of seniority are paramount to the members of the Maintenance Craft, and

Whereas, Management will take advantage of any vague or less than specific language in the Collective Bargaining Agreement with regard to such matters, therefore be it

Resolved, That only the American Postal Workers Union will seek to negotiate and add to language in Article 38, Section 6.A., paragraph 3, to read as follows:

Only when there are no qualified volunteers as provided for in 1 above, will involuntary selections be made for training by inverse seniority within the occupational group, level and tour where the need for the training exists.

**Adopted 2002**

## **POTENTIAL LOSS OF STEPS**

**—8—**

Whereas, Currently when promoted or changing levels or occupational groups in Maintenance Craft, the steps are often lowered or lost, and

Whereas, It is an advantage to employees within the Maintenance Craft to advance through movement within the craft, therefore be it

Resolved, That steps not be lost or lowered when maintenance employees change occupational groups or levels.

**Adopted 2002**

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## **LAP TOP COMPUTERS FOR STAFFING ADVOCATES**

**—10—**

Whereas, The staffing advocates need laptop computers to efficiently and effectively perform their staffing duties, therefore be it

Resolved, That the APWU National Office provide new laptop computers to all staffing advocates in order to perform their duties as staffing advocates.

**Adopted 2002**

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## **SECTION 6 A.3 – MANDATING OFF-SITE TRAINING**

**—168—**

Whereas, The training allocation selection process is heavily augmented by a web based cancellation/pickup process, and

Whereas, The above referenced process is outside of the scheduled annual billet allocation process, and

Whereas, The above referenced process is a short notice process, and

Whereas, Discipline has been imposed on Maintenance Craft employees who failed to attend mandated training, therefore be it

Resolved, That any and all billets obtained by local management through the above reference process or any other process not established by the normal annual billet call procedures be exempt from the language of Article 38 Sec 6 A.3.

**Adopted 2004**

## **SECTION 6 A.5 – REQUIREMENT TO REMAIN IN ASSIGNMENT**

**—169—**

Whereas, The language in Article 38 Sec 6.A.5 has the effect of denying a Maintenance employee's contractual rights established by seniority, and

Whereas, Local management seldom if ever invokes the referenced language, and

Whereas, The training allocation selection process is heavily augmented by a web based cancellation/pickup process, therefore be it

Resolved, That Article 38 Sec 6.A.5 be stricken from the collective bargaining agreement.

**Adopted 2004**

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## **INCREASED ROUTE TIMES FOR USE OF VACUUM CLEANERS**

**—171—**

Whereas, Since the discovery of Anthrax having been sent through the mail and the National Postal Management mandated the discontinuance of the cleaning of any Mail Processing Equipment by means of compressed air, and

Whereas, Management further mandated the use of vacuum cleaners to perform the cleaning function on the assigned preventive maintenance routes, and

Whereas, The process of using vacuum cleaners as compared to compressed air is extremely more time consuming, and

Whereas, Management has failed to properly readjust upwards the preventive maintenance route times, therefore be it

Resolved, That the National American Postal Workers Union should negotiate increased route times to properly accommodate the longer time period involved in performing the cleaning tasks with vacuum cleaners.

**Adopted 2004**

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## **JUSTIFICATION FOR ABOLISHMENTS, REPOSTINGS AND REVERSIONS**

**—172—**

Whereas, Resolution 252 from the 1998 National convention addressed abolition and reversions, but not re-postings, and

Whereas, The problem continues as management too often makes the decision to abolish, repost, or revert on subjective justification, therefore be it

Resolved, The American Postal Workers Union seek to achieve language to provide the Union with tangible evidence documenting the need to abolish, repost, or revert duty assignments.

**Adopted 2004**

## **KSA PROMOTIONAL UPGRADES**

**—173—**

Whereas, Article 38.5.B.7 provides for open season and the chance for the bargaining unit employees' inclusion on the Promotional Eligibility Register, and

Whereas, Article 38.6.D.5 provides for the upgrade of failed KSAs, therefore be it

Resolved, That the National American Postal Workers Union should negotiate with the Postal Service that when a person successfully completes a postal training school, including PEDC courses, which fulfills the member's deficit KSA(s) for promotion that those KSA(s) be automatically submitted for upgrading.

**Adopted 2004**

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## **LIMIT DETAILS OUT OF BID JOBS**

**—174—**

Whereas, The United States Postal Service consistently undermines Maintenance Craft by using the practice of scheduling as needed; the Craft has no protection on this, and

Whereas, The Craft would be protected to limit a deal and/or establish a need to create a new position because of such need, therefore be it

Resolved, That a time period of 90 days with the exclusion on consecutive details to indicate an additional position needs to be created for the days and tour of the detailed position.

**Adopted 2004**

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## **MANDATORY RETURN TO BARGAINING UNIT**

**—176—**

Resolved, That a 204b be required to return to the bargaining unit for a minimum one accounting period in order to bid or to prevent the reposting of their position.

**Adopted 2004**

## **MODIFIED WORK WEEK**

**—177—**

Whereas, The American Postal Workers Union entered into a Memorandum of Understanding, with the United States Postal Service regarding the implementation of “A Modified Work Week,” and,

Whereas, There has been constant inquiries initiated by local offices from all parts of the country regarding how to implement “The Modified Work Week,” and

Whereas, “The Modified Work Week Program” memorandum has been in effect for the entire length of the November 21, 2000 contract, and

Whereas, The Maintenance Craft has expressed specific interest in “The Modified Work Week Program,” therefore be it

Resolved, The Maintenance Craft endorses all efforts to assist Locals in the implementation of “The Modified Work Week.” This assistance is understood to include involvement of National Officers to insure all aspects of the National Memorandum are met. This assistance shall also include development of a database of locals with a “Modified Work Week,” as well as the publication of a guide for implementation, to include a National Officer assigned to this matter.

**Adopted 2004**

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## **TIMEFRAME FOR RESIDUAL PROCESS**

**—182—**

Resolved, That time limits be set on the filling of residual vacancies in each appropriate craft article.

**Adopted 2004**

**PROMOTION TO ELECTRONICS TECHNICIAN (PS-10) FROM BUILDING EQUIPMENT MECHANIC (PS-8)**

**—179—**

Whereas, Several maintenance personnel, upon entering the craft, take exams for several positions,

Whereas, Many who become Maintenance Mechanic, MPE PS-8 are qualified and eligible for promotion on registers for both Building Equipment Mechanic PS-8 and Electronics Technician PS-10 (PS-11, 29 November 2003) and may accept a promotion to Building Equipment Mechanic if the opportunity becomes available, and

Whereas, Article 38.5.B.2.m states that promotions to Electronics Technician PS-10 shall be filled by Maintenance Mechanic MPE PS-8 on basis of seniority (senior-qualified), and

Whereas, This means senior-qualified and eligible Building Equipment Mechanics are placed at the bottom of the Promotion Eligibility Register for Electronics Technician with no regard to their seniority, therefore be it

Resolved, That the Promotion Eligibility Register for Electronics Technician PS-10 be made up of senior qualified and eligible Maintenance Mechanic, MPE PS-8 and Building Equipment Mechanic, PS-8, by seniority (with no preference to occupational group) and wording in the Collective Bargaining Agreement be changed to reflect same.

**Adopted 2004**

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**204B SUSPEND CRAFT BENEFITS**

**—183—**

Whereas, 204B's (Acting Supervisors, OIC, etc.) enjoy privileges and benefits not afforded to bargaining unit employees, and

Whereas, These 204B's schedule, assign, and supervise bargaining unit employees, and

Whereas, These 204B's voluntarily accept such supervisory assignment, therefore be it

Resolved, That any bargaining unit employee who voluntarily accepts a 204B assignment and has chosen to leave their craft assignment will be suspended from all craft benefits.

**Adopted 2004**

## **USE OF PER DIEM ALLOWANCE AT NCED TRAINING IN NORMAN, OKLAHOMA**

**—185—**

Whereas, Each Maintenance Craft Member in training status should have a choice of where he or she can eat, and

Whereas, Each Maintenance Craft Member in training status should have a choice of what he or she can eat, and

Whereas, Each Maintenance Craft Member in training status should have a choice of when he or she can eat, and

Whereas, Maintenance Craft Members in training status should have opportunities to socialize outside of the environment of the Marriott complex, and

Whereas, The municipalities of Norman, Moore, and Oklahoma city and the surrounding areas would benefit from the United States Postal Service Maintenance Craft members spending their Per Diem money in the local communities not only on weekends but also on weekdays, therefore be it

Resolved, That the American Postal Workers Union make every effort reasonably possible to ensure that all United States Postal Service Maintenance Craft Members in training status at the NCED be unreduced Per Diem allowance on weekdays as well as on weekends.

**Adopted 2004**

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## **WORKROOM FLOOR SENIORITY MAINTENANCE DIVISION**

**—186—**

Whereas, The American Postal Workers Union successfully negotiated workroom floor seniority for Mail Processing Clerks, therefore be it

Resolved, That the American Postal Workers Union seek to achieve workroom floor seniority for the entire Maintenance Division.

**Adopted 2004**

**SUPERVISOR/REVIEW PANEL**  
**MAINTENANCE CRAFT RESOLUTION #1**

Whereas: The Supervisor Evaluation portion of the in craft update process of the Maintenance Selection System allows local management the subjectivity to hinder an employees chances to achieve a qualifying score on the Promotion Eligibility Registers.

Whereas: The Review Panel also allows local management this same opportunity for abuse and subjectivity to hold back potentially otherwise qualified maintenance employees.

Whereas: The general public are only required to test and are not subjected to the Supervisor Evaluation/Review Panel Evaluation. It is conceivable that an applicant from outside the postal service could be hired and bypass a qualified incraft employee who is being denied promotion because of a negative rating by Supervisor Evaluation and/or Review Panel Evaluation.

Resolved: That the APWU make every effort to have the Maintenance Selection System changed, so that the Supervisor Evaluation rating and the Review Panel Evaluation rating should only be used to elevate an applicant's test score.

Standing Resolution

**Adopted 2004**

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**EXAM 916**  
**MAINTENANCE CRAFT RESOLUTION #2**

Whereas, The Postal Service requires that bargaining unit employees be qualified on the 916 exam to fill custodial vacancies, and

Whereas, During open season there is no language that allows the Postal Service to open exam 916 to maintenance employees for inclusion on incraft registers for filling custodial vacancies, Therefore be it

Resolved, That the American Postal Workers Union seek language that would allow maintenance employees the opportunity for inclusion on incraft registers during open season.

**Adopted 2004**

**SQUARE FOOTAGE MEMO**  
**MAINTENANCE CRAFT RESOLUTION #3**

Whereas: The language of the National Contracts from 1990 on have progressively degraded our ability to maintain custodial staffing and avoid subcontracting of the cleaning services in the smaller Associate offices and Stations when we have attrition in those offices.

Whereas: The Postmasters and Managers at the smaller facilities many times do not want to lose their custodial staffing to the substandard work provided by the outside subcontracting but are being dictated by the Area Management to cut regular custodial staffing.

Whereas: The current language of the square footage Memo more times than not falls short of the magic number of One.

Resolved: That the APWU make every effort to reduce the 18,000/500,000 of the square footage Memo with clear language requiring the combining of work hours between offices prior to subcontracting.

**Adopted 2004**

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**MAINTENANCE CRAFT RESOLUTION #4**

Whereas: When Maintenance employee is sent for training, and their regularly scheduled work day is Sunday, they currently lose their Sunday Premium. Therefore, be it

Resolved: that no employee will lose Sunday Premium pay while attending training.

**Adopted 2004**

## **CHANGE CUSTODIAL LABORER (PS-3) TO LEVEL 4 MAINTENANCE CRAFT RESOLUTION #6**

Whereas: Custodial Laborers are required to know the procedure for isolating and containing possible hazardous materials, including toxic chemicals and biological agents, which entail a greater sense of urgency in the wake of attacks which threatened the viability of postal communities, and

Whereas: In the wake of procedures to establish higher levels of security at postal facilities, Custodial Laborers have been given the additional duty of acting as de-facto security guards in monitoring access to their facilities, and

Whereas: Custodial Laborers are required to train and obtain licenses for operating moving equipment on the workroom floor, which gives management the flexibility to assign them to the higher level work, and

Whereas: The duties of the Custodial Laborers (PS-3) position have increased in responsibility as detailed herein, therefore be it

Resolved: That the APWU shall endeavor during future contract negotiations to upgrade the position of Custodial Laborer (PS-3) to Level 4, and therefore be it

Resolved: That the APWU shall endeavor during the future contract negotiations to upgrade the position of Group Leader, Custodial (PS-4) to a corresponding higher Level 5.

**Adopted 2004**

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## **MAINTENANCE WORK CLOTHING ALLOWANCE**

**-272-**

*WHEREAS*, USPS/APWU National Labor Management and/or Committee meets, and

*WHEREAS*, Uniforms for the Maintenance Craft be discussed, and

*WHEREAS*, It is often required by management, that Maintenance personnel assist the public, procure and deliver parts: Equipment to facilities and supply houses, therefore be it

*Resolved*, That said committee negotiate a full uniform allowance equal to a full uniform allowance equal to Area Maintenance Technicians.

**Adopted 2006 as referred – Resolution #127**

## **EAS RESTRICTIONS**

**—181—**

Whereas, Management gets 204-B's to discipline employees and

Whereas, The Union finally gets the 204-B's regular bid only to have it posted and the same 204-B bids back to the same bid, and

Whereas, The Union spends time, effort and money to take away that bid only to have the same employee bid back into the original bid, therefore be it

Resolved, that any employee who is detailed to an EAS position for 120 cumulative days out of 365 days or more consecutively be restricted from bidding or preferencing for a period of 365 days.

**Adopted 2006 as amended**

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## **NOTIFICATION TO APWU OF STAFFING CHANGES**

**—186—**

Whereas, currently there is no process in place for notification of the American Postal Workers Union of any reversions, abolishment's, or loss of Part Time assignments in offices not represented by Locals, and

Whereas, even in offices represented by Locals, often the employer does not notify the Union of all reductions in staffing levels, therefore be it

Resolved, that the American Postal Workers Union seek to negotiate a notification procedure to the Union of any changes in staffing, to include but not limited to reversion, abolishment, reposting, subcontracting, and changes from career staffing to non-career staffing.

**Adopted 2006 as amended**

## **UPGRADE OF MATERIAL HANDLER EQUIPMENT OPERATOR**

**—191—**

Whereas, Material Handler Equipment Operators in the past and present have had to drive 5-ton, 7-ton and 9-ton trucks which requires them to have a Commercial License, and

Whereas, Material Handler Equipment Operators have been issued various power equipment, power drills, cordless drills, circular saws, and sawsalls, along with various other powered tools, and use these tools to repair, assemble, disassemble, then re-assemble; lag, un-lag, and then re-lag, for it's a safety requirement, and

Whereas, when service is requested through a work order, Material Handler Equipment Operators also have to read blueprints and diagrams given to them by the postal engineers or managers of the branch, which they are servicing, and

Whereas, the Material Handler Equipment Operator's job has changed, and

Whereas, when the Material Handler Equipment Operators are not servicing a postal branch, they work for the inside shops doing general mechanic work, which is level 5, 6 or 7, therefore be it

Resolved, That the Material Handler Equipment Operator be upgraded to level 6.

**Adopted 2006**

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## **ADVANCE NOTICE FOR RELIEF ASSIGNMENTS IN MAINTENANCE CRAFT**

**—192—**

Whereas, There is currently no advance notification requirement for Maintenance Craft relief details, therefore be it

Resolved, That the American Postal Workers Union seek to negotiate for prior notification to holders of relief assignments, and be it further

Resolved, That the American Postal Workers Union seek a monetary remedy for failure to provide advance notification at least the Wednesday of the week prior.

**Adopted 2006 as amended**

## TIME FRAME FOR TRAINING

—193—

Whereas, Training is often delayed for employees in deferment for their preferred duty assignment, and

Whereas, this can also result in part-time employees being converted to full-time, therefore be it

Resolved, That the American Postal Workers Union seek to negotiate a defined time frame for beginning and completion of all training in accordance with previously adopted resolution #157 adopted in 2000.

**Adopted 2006 as amended**

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## LIMITATIONS ON FORCED TRAINING FOR MAINTENANCE CRAFT

—195—

Whereas, Currently there is no limit on how much the employer can assign a Maintenance Craft employee to off-site training, therefore be it

Resolved, That the American Postal Workers Union seek to negotiate an annual cap on mandated off-site training.

**Adopted 2006 as amended**

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## MAINTENANCE SUPPORT CLERK STAFFING

—196—

Whereas, Maintenance Operation Support employees perform work that is very important to the overall goal of the maintenance department, and

Whereas, Maintenance Operation Support employees provide valuable information such as Management reports concerning bypass and completion rates, and information supporting staffing criteria, and

Whereas, Maintenance Operation Support employees are constantly performing work for numerous different supervision levels within the Maintenance Craft, and

Whereas, By virtue of the title of the position of Maintenance Operations Support, Maintenance Operation Support Clerks provide support for all levels of Maintenance Management, therefore be it

Resolved, That the WHEP (Work Hours Estimated Program) formula for establishing Maintenance Operation Support Clerk positions within a facility be clarified to include the number of Maintenance Supervisors and Managers that Maintenance Operation Support supports and the installation in the area they support; in addition to the any and all positions which are supported.

**Adopted 2006 as amended**

## **POSITION UPGRADE FOR AREA MAINTENANCE EMPLOYEES**

**—197—**

WHEREAS, The Building Equipment Mechanics and Mail Processing Equipment Mechanics have been upgraded from level 7 to level 8, and

WHEREAS, Area Maintenance Specialists level 7 and Area Maintenance Technicians level 8 have not been upgraded although they perform duties and technical support in area offices and other postal facilities, and

WHEREAS, The Area Maintenance Specialists level 7 and Area Maintenance Technicians level 8's were one (1) level and two (2) levels higher than the Building Equipment Mechanics and Mail Processing Equipment Mechanics in the past, therefore be it

*Resolved*, That the National seeks and negotiates pay level increase(s) for Area Maintenance Specialists and Area Maintenance Technicians and restore previous pay differential.

**Adopted 2006**

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### **NON-BARGAINING POSITION DETAIL**

**---M-1---**

WHEREAS, The established procedures allow an employee to enter in to the ASP program or other Supervisory Training program and keep their preferred duty assignment, and

WHEREAS, Management is continuing to select candidates for Supervisory and Management opportunities at the detriment of loyal craft members, therefore be it

*Resolva*, The Duty Assignment of Maintenance Craft employees attending any Non-Bargaining training program shall be declared vacant, and shall be posted in accordance with the provisions of this Article. Upon return to the Maintenance Craft the employee will become an unassigned regular.

**Adopted 2006 as amended**

## MAINTENANCE TRAINING

---M-2---

WHEREAS, The established procedures for selecting an employee to attend a job related training opportunity in levels 8 and above are contrary to the rules of seniority.

WHEREAS, Management is continuing to select Junior Volunteers (scabs) over Senior Volunteer who are in the occupational group, level, and tour where the need for the skill exists, therefore be it,

*Resolved*, That all Maintenance Craft job training opportunities will be offered first to the senior Volunteer within the occupational group, level, and tour where the need for the skill exists. The Employer may choose not to select the senior volunteer who has attended off-site training for 6 or more weeks during the calendar year.

**Adopted 2006 as referred – Res #195.**

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## ARTICLE 38.5.A #10

---258---

WHEREAS, After all employees within an occupational group and level have been assigned pursuant to a notice of intent, consideration for filling a residual vacancy will be given to a higher level qualified employee who has previously submitted a written request for assignment to a lower level.

WHEREAS, Management has historically disputed that words such as consideration as interpretative and in many cases have had a negative affect on the bargaining unit. And where such words that have ambiguous connotations were to be stricken or clarified would only simplify the process of filling vacancies, therefore be it

*Resolved*, That the words, considerations for be stricken from this paragraph. The new language would be: After all employees within an occupational group and level have been assigned pursuant to a notice of intent, filling a residual vacancy will be given to a higher level qualified employee who has previously submitted a written request for assignment to a lower level.

**Adopted 2006**

## **INDUSTRIAL EQUIPMENT MECHANIC UPGRADE**

**---278---**

WHEREAS, the Industrial Equipment Mechanics (IEMs) were phased out by attrition and all new jobs posted as Building Equipment Mechanics (BEMs).

WHEREAS, Management BEM/IEM duties have become more complex due to computerized and highly technical systems in industrial vehicle maintenance.

WHEREAS, the BEMs have now been upgraded to PS-8, whereas IEMs remain PS-6.

WHEREAS, there is no appreciable difference in IEM and BEM duties and responsibilities regarding vehicle maintenance, therefore be it

Resolved, that the IEM job, PS-6, should be upgraded to PS-8.

**Adopted 2006**

## **ARTICLE 39**

### **JUSTIFICATION FOR ABOLISHMENTS AND REVERSIONS**

**—314—**

Whereas, Management too often bases its decision to abolish or revert jobs on subjective justification, therefore be it

Resolved, That the Postal Service must provide, in advance of any such decision, objective, tangible evidence to factually document any decision to revert or abolish positions.

**Adopted 1998**

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### **SENIORITY OVER CASUALS**

**—317—**

Whereas, The present language in Article 39.1.B.4.c gives seniority rights to a casual employee who is converted to a career appointment over a career employee who transfers, is reinstated, reassigned, promoted or appointed to a career position in the same salary level and position designation as that of the converted casual, and

Whereas, The transferred, reinstated, reassigned, or promoted employee may have accumulated several (or many) years of seniority by virtue of their career employment, and

Whereas, The career appointee may be higher on the hiring register than the converted casual employee, and

Whereas, Casual employees have no seniority rights elsewhere under the Collective Bargaining Agreement, and

Whereas, Seniority rights is one of the main benefits given to career employees in bargaining units under the jurisdiction of the American Postal Workers Union, therefore be it

Resolved, That the pecking order of Article 39.1.B.4.c be changed to read as follows: A casual employee converted to a career position shall be junior to any transferred, reinstated, reassigned, or promoted employee or any career appointment from the hiring register who had a higher standing on that register than the converted casual employee.

**Adopted 1998**

## **TRANSFERS IN LIEU OF NEW HIRES**

**—319—**

Whereas, American Postal Workers Union members need more flexibility in their work lives as to geographical location, therefore be it

Resolved, That the American Postal Workers Union negotiate language to mandate the Postal Service to accept transfers within an expanding area of consideration regardless of craft before hiring from the street.

**Adopted 1998**

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## **UPGRADE ALL MOTOR VEHICLE SERVICES POSITIONS**

**—321—**

Whereas, Most Motor Vehicle Craft employees are required to possess a commercial drivers license (C.D.L.), and

Whereas, The commercial license requires Motor Vehicle Service employees to have higher qualifications and maintain a clean driving record, and

Whereas, The commercial license now has further restrictions added due to the new drug and alcohol random testing policy, therefore be it

Resolved, That the American Postal Workers Union, as their number one priority, negotiate an across the board upgrade of all motor vehicle service positions by one pay level.

**Adopted 1998**

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## **WHEN FIXED OFF DAYS MAY BE CHANGED**

**—322—**

Whereas, When it necessary that fixed scheduled day(s) of work in a basic work week for a craft assignment be permanently changed, the affected assignment(s) shall be posted, therefore be it

Resolved, That the above listed current language be changed to only allow a change of days off during established bidding cycles.

**Adopted 1998**

**204B—MANDATORY RETURN TO BARGAINING UNIT TO RETAIN BID**

—324—

Whereas, A 204b routinely returns to the craft in order to circumvent the bidding restrictions and reposting requirements of the craft articles, therefore be it

Resolved, That a 204b be required to return to the bargaining unit for a minimum of one accounting period in order to bid or to prevent the reposting of their position.

**Adopted 1998**

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**TO THE DETRIMENT OF CRAFT EMPLOYEES**

—325—

Whereas, Full-time and part-time employees are required to work many of their holidays, and

Whereas, Management utilizes many 204b supervisors on days designated as holidays for craft employees, and

Whereas, Management personnel are off on their designated holiday and/or day off as a result of 204b usage, therefore be it

Resolved, The American Postal Workers Union supports the principle that 204b supervisor usage will not adversely affect the section from which that 204b supervisor holds a bid in regards to mandatory assignment of holiday and/or day off work on that section's holiday schedule.

**Adopted 1998**

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**AIR CONDITIONING FOR VEHICLES (MVO)**

—1— MVS—

Whereas the current industry standard is to equip all commercial fleets with refrigerated air

Whereas, most of the current fleets has cabs that are placed over engines that consistently operate at temperatures in excess 180-200 degrees

Whereas, the present lack of refrigerated air present immediate health and safety hazards.

Whereas, cab fans have an adverse affect on operators in temperatures above 90 degrees.

Be it resolved, That all commercial fleets be equipped with refrigerated air.

**Adopted 1998**

## **STANDARD RADIO EQUIPMENT IN ALL VEHICLES**

**—2 — MVS—**

Whereas, MVO/TTO's spent many of their career in Postal Vehicles and a radio would provide immediate updated reports on traffic and weather

Whereas, radios are standard equipment on all vehicles, and it is common knowledge radios help to ease the stress involved in drive.

Resolved, that AM/FM radios will be standard equipment in all Postal Vehicles.

**Adopted 1998**

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## **MVO/TTO UNIFORMS**

**—4 — MVS—**

Whereas, the TTO/MVO's perform their duties in an exceptionally dirty work environment. The color design, and material is not consistent with present industry standards.

Whereas, navy blue work shirts and pants are more practical.

Whereas, the clothing allowance would be better spent on acceptable work grade material such as khaki blue.

Be it resolved, she union will seek to negotiate design that is consistent with and meets specific industry standards. American/Union made would prove more suitable and cost effective.

**Adopted 1998**

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## **MVO TRANSPORTATION OF MAILED**

**—5 —MVS—**

Whereas, the TTO/MVO duties are in part to transport the mails in bulk quantities.

Whereas, the TTO/MVO duties would be best served if the transportation of any/all mails not necessarily restricted in bulk quantities are the exclusive duties of the APWU Motor Vehicle.

Be it resolved the union seek to preserve the integrity of the MVO craft and maintain the exclusive right to transport any/all mails not necessarily to restrict to bulk quantities.

**Adopted 1998**

## **MOTOR VEHICLE CRAFT TOOLS**

**—9 — MVS—**

Whereas, the current Motor Vehicle Service Craft Article 39.3A is inadequate, and lacks specificity, and

Whereas, currently inferior tools are being purchased by the Service, therefore, be it Resolved that Article 39.3A be changed to read:

The employer will provide adequate factory warranted tool made in the USA by union workers. Under no circumstances will employees be required to use personal tools, and equipment. The employer will provide training on the use of required tools and equipment.

**Adopted 1998**

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## **MOTOR VEHICLE CRAFT TRAINING**

**—10 — MVS—**

Whereas, the current Motor Vehicle Service Craft Article 39.3H is insufficient, and lacks specificity, therefore, be it

Be it resolved that Motor Vehicle Service Craft Article 39.3H be changed to read:

A. As soon as approved training allocations are received at the installation, advance written notices will be posted soliciting volunteers. Those volunteers selected for training will be selected by seniority. A list of volunteers shall be posted and a copy be furnished to the Local Union.

B. Employees selected for off-site training will be given advance notice of no less than 30 days.

C. The Union, at the National level will be furnished annually a copy of the yearly allocation of training billets.

**Adopted 1998**

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## **STANDARD RADIOS IN ALL VEHICLES**

**—R-98-002—**

Whereas, MVO/TTO's spend their workdays in Postal vehicles and a radio would provide immediate traffic and weather updates.

Whereas, radio are standard equipment on all vehicles throughout the trucking industry.

Whereas radio ease stress and fatigue.

Resolved that AM/FM radios will be standard equipment in all Postal Vehicles that require a CDL.

**Adopted 1998**

## **AIR CONDITIONING FOR VEHICLES**

**—R-98-003—**

Whereas, the Postal Service neglects to equip MVS trucks, tractors, & spotter vehicles with air conditioning; and

Whereas, this refusal causes great stress, depression, sleeplessness, and irritability, rashes, slowed reaction time, taxation of the heart, and heat exhaustion; and

Whereas, it is an immediate health and safety hazard not to have trucks equipped with air conditioning; and

Whereas, it is a trucking industry standard to equip trucks with air conditioning.

Therefore be it resolved, that all USPS maintenance vehicles and those requiring a CDL to operate, shall be equipped with air conditioning; be it further

Resolved, that the MVS Director's conference recommend the initiation of a national level safety & health grievance on this issue.

**Adopted 1998**

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## **MACK TRACTORS MODIFICATION**

**—R-98-004—**

Whereas, the present suspension in the cab over Mack Tractors poses an immediate health risk.

Be it resolved, that the union at the national level will have meaningful input to all future safety and suspension modifications in cab over Mack.

**Adopted 1998**

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## **MVO TRANSPORTATION OF MAILED**

**—R-98-006—**

Whereas, the TTO/MVO duties are in part to transport the mails in bulk quantities.

Whereas, the TTO/MVO duties would be best served if the transportation of any/all mails including but not limited to the transportation all mails not necessarily restricted to bulk quantities are the exclusive duties of

APWU Motor Vehicle.

Be it resolved the union seek to preserve the integrity of the MVO craft and maintain the exclusive right to transport any/all mails not necessarily restricted to bulk quantities.

**Adopted 1998**

## **AWARD BID POSITIONS BY SENIOR QUALIFIED**

**—178—**

Whereas, Many positions are filled according to Best Qualified criteria, and  
Whereas, There is no mandate to utilize seniority for filling these positions, and  
Whereas, Management utilizes unethical tactics to fill positions, therefore be it  
Resolved, That all positions be filled on a senior qualified basis.

**Adopted 2000**

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## **BIDDING RIGHTS FOR UNASSIGNED AND FULL-TIME FLEXIBLE REGULARS**

**—179—**

Whereas, Language in Article 39 forces senior unassigned full-time employees into residual vacancies before junior full-time flexible employees are assigned, and

Whereas, Seniority rights are the most important benefit under the Collective Bargaining Agreement, therefore be it

Resolved, That the American Postal Workers Union negotiate Article 39 to be amended so that an unassigned full-time employee and/or full-time flexible regular employee may bid on duty assignments posted for bid for craft employees. If there are more unassigned full-time employees an/or full-time flexible regular employees than vacancies, seniority will be honored for preference and involuntary assignments will be made by juniority.

**Adopted 2000**

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## **CORRECT CONTRACT LANGUAGE WHEN HANDBOOK TITLE CHANGES OCCUR**

**—180—**

Whereas, The P-1 Handbook (Position Descriptions) has been replaced by the EL-201, and  
Whereas, Handbooks are periodically upgraded, revised or replaced, and

Whereas, The ability to correctly identify position descriptions is an integral component of contract enforcement, therefore be it

Resolved, Reference to the P-1 Handbook in Article 39.3.D shall be deleted and replaced by "EL-201 Handbook", and be it further

Resolved, That future corrections be made automatically as changes occur.

**Adopted 2000**

**ELIGIBILITY TO BID ON EXAMINATION SPECIALIST AND VEHICLE  
OPERATIONS-MAINTENANCE ASSISTANT**

**—181—**

Whereas, Article 39.1H reads “all level 5 and 6 full-time regular Motor Vehicle Craft employees are eligible to bid for the positions of Examination Specialist and Vehicle Operations-Maintenance Assistant,” therefore be it

Resolved, That Article 39.1H shall read: That all Motor Vehicle Craft employees that hold a Commercial Drivers License are eligible to bid for the positions of Examination Specialist and Vehicle Operations-Maintenance Assistant.

**Adopted 2000**

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**FILLING RESIDUAL VACANCIES WITHIN MOTOR VEHICLE CRAFT**

**—182—**

Whereas, Article 37.3.A.1b and Article 37.5.A.6 establish a twenty-eight (28) day time frame for filling residual vacancies in the Clerk Craft, and

Whereas, Article 39 fails to establish any such time frame for filling residual vacancies in the Motor Vehicle Craft, and

Whereas, The current language of Article 39 permits an indefinite delay in filling Motor Vehicle Craft residual vacancies, to the detriment of part-time flexible and unassigned employees in that craft, therefore be it

Resolved, That the language of Article 39.2.A.5 and 39.2A.12 be amended to incorporate a twenty eight (28) day time frame for filling residual vacancies in the Motor Vehicle Craft

**Adopted 2000**

## **FIXED SCHEDULES FOR MOTOR VEHICLE CRAFT EMPLOYEES**

**—183—**

Whereas, Article 39 does not contain sufficient guarantees regarding bids with fixed schedules, and

Whereas, When part-time flexible employees are maximized, they are frequently treated as full-time flexible employees instead of full-time regulars, and

Whereas, Clarification of maximization criteria is needed, therefore be it

Resolved, All Motor Vehicle Craft full-time regular employees will be assigned bids with fixed schedules, and be it further

Resolved, Each Motor Vehicle Craft Employee working up to thirty-eight (38) hours for six (6) continuous months will cause conversion of the senior part-time flexible employee to a position with a fixed schedule, and be it further

Resolved, If no bid is available, one must be created.

**Adopted 2000**

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## **JOBS TO BE POSTED ONCE EACH CONTRACT**

**—184—**

Whereas, The Postal Service has gone crazy with their right to repost jobs due to changes in hours, days off, etc., and

Whereas, The insecurity of not knowing what the schedule will be for any given amount of time is extremely harmful to employees, therefore be it

Resolved, That language be negotiated that the Postal Service can only repost jobs once per contract

**Adopted 2000**

## **LEVEL OF PAY FOR MOTOR VEHICLE OPERATORS AND TRACTOR TRAILER OPERATORS**

**—185—**

Whereas, Motor vehicle operators are paid level PS-5 when driving trucks in excess of twenty six thousand (26,000) pounds that requires a State Commercial Drivers License (CDL), and

Whereas, Tractor trailer operators are paid level PS-6 to drive a combination vehicle in excess of twenty six thousand (26,000) pounds that requires a State Commercial Drivers License (CDL), therefore be it

Resolved, Employees holding the position and/or performing the duties of motor vehicle operator shall be paid level PS-7, and be it further

Resolved, Employees holding the position and/or performing the duties of motor vehicle operator shall be paid level PS-8

**Adopted 2000**

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## **LIMIT ON CHARGES TO BIDS DURING RE-BIDDING PROCESS**

**—186—**

Whereas, Article 39 does not show the proper procedure, requirements and notification for the re-bidding process. The annual re-bidding process is an opportunity for Motor Vehicle Craft employees to exercise their bid preference by seniority, and

Whereas, The Postal Service seeks to gut and change the annual re-bidding process and use the re-bid as a weapon and a mechanism to reduce work hours, therefore be it

Resolved, The Union must have the right to review and accept or refuse the annual re-bidding package, and be it further

Resolved, During the re-bidding process the Postal Service is prohibited from making unilateral changes to bid jobs, thirty (30) days before the beginning or the re-bidding process and ninety (90) days after the bid is assumed by the successful bidder.

**Adopted 2000**

**MOTOR VEHICLE OPERATORS TO BE ALLOWED TO BID IN COMPETITION  
WITH TRACTOR TRAILER OPERATORS**

**—187—**

Whereas, The Postal Service is attempting to hire new employees who have a Commercial Drivers License and who are qualified to operate tractor trailers, and

Whereas, Senior Motor Vehicle Operators who are not qualified to operate tractor-trailers or who have not had the opportunity to train and qualify for Tractor Trailer Operator positions, and

Whereas, Junior Tractor Trailer Operators can bid and be awarded Tractor Trailer Operator assignments that are viewed as preferential by senior Motor Vehicle Operators, therefore be it

Resolved, That changes be made in Article 39 that allow Motor Vehicle Operators to bid for Tractor Trailer Operator assignments and all Motor Vehicle Operator and Tractor Trailer Operator assignment jobs will be awarded by seniority if the bidder is qualified. This amendment will not apply during the re-bid process as referenced in 39.A 6-7, and be it further

Resolved, The words "When Tractor Trailer Operator assignments are established" will be deleted from Article 39.1.B.8.

**Adopted 2000**

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**NO CHANGE IN WORK SCHEDULE AFTER BID IS AWARDED AFTER BID IS  
AWARDED**

**—188—**

Whereas, The annual re-bidding process is supposed to allow employees to re-bid assignments utilizing seniority for bidding preference, and

Whereas, Bids are manipulated during the year, sometimes immediately after the bids are awarded,

Whereas, Bidding restrictions do not properly reflect over-all seniority, therefore be it

Resolved, When bids are awarded, the hours of work and off days must remain unchanged until the next re-bid and all bids must be awarded by overall seniority

**Adopted 2000**

## **PART-TIME FLEXIBLE TRACTOR TRAILER OPERATORS DESIGNATED TO HIGHER LEVEL**

—189—

Whereas, The United States Postal Service prefers to keep wages low by designating tractor-trailer qualified part-time flexible drivers as Level 5 Motor Vehicle Operators, and

Whereas, The United States Postal Service uses tractor-trailer qualified Motor Vehicle Operators to drive tractor-trailers on an intermittent basis, and

Whereas, The American Postal Workers Union strives to secure the economic welfare of its members, and

Whereas, Members should be compensated in wages and benefits commensurate with the skills that they possess that are utilized by the Postal Service, therefore be it

Resolved, Once a Level 5 part-time flexible Motor Vehicle Operator is utilized to operate a tractor-trailer for the Postal Service, he/she shall be designated as a Level 6 Part-Time flexible, Tractor-Trailer Operator no later than the next pay period.

**Adopted 2000**

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## **PROTECTION FOR MOTOR VEHICLE EMPLOYEES WHO FAIL DRUG AND ALCOHOL TEST**

—190—

Whereas, Department of Transportation regulations require random alcohol and drug testing for employees in safety sensitive positions, and

Whereas, Employees who test positive are usually removed from the postal service, and

Whereas, No consideration is given to corrective or progressive discipline, therefore be it

Resolved, The Motor Vehicle Craft Director or his designee at the national level seek provisions that allow Motor Vehicle Craft employees to remain on the clock until appeal procedures are completed.

**Adopted 2000**

**RETURN 204BS TO THEIR REGULAR ASSIGNMENT BEFORE MANDATORY  
OVERTIME IS ASSIGNED TO DRIVERS**

**—191—**

Whereas, Management is regularly using Motor Vehicle Craft employees as 204bs, and  
Whereas, Management is also mandating Motor Vehicle Craft drivers to work overtime on a regular basis in some locations, therefore be it

Resolved, That the American Postal Workers Union shall negotiate that all available qualified drivers including those serving as 204b's be used prior to use of mandatory overtime.

**Adopted 2000**

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**STAFF MOTOR VEHICLE CRAFT WITH CAREER EMPLOYEES**

**—192—**

Resolved, The Motor Vehicle Service Director and/or his designee at the national level negotiate that the Motor Vehicle Craft be staffed by an all career work force (no casuals or transitional employees).

**Adopted 2000**

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**STRONGER SAFETY AND HEALTH PROTECTION NEEDED FOR MOTOR  
VEHICLE CRAFT MEMBERS**

**—193—**

Whereas, Article 39 does not adequately protect the Safety and Health of Motor Vehicle employees, therefore be it

Resolved, The Director of the Motor Vehicle Services Craft or his designee will seek to negotiate stronger safety and health protection for bargaining unit employees in the Motor Vehicle Craft, and be it further

Resolved, That bargaining unit employees in the Motor Vehicle Craft can refuse to work under unsafe conditions, without fear of penalty.

**Adopted 2000**

**SUCCESSFUL BIDDER FOR HOLD DOWN BID MUST ASSUME WORK SCHEDULE  
OF THE HOLD DOWN BID**

—194—

Whereas, The language on hold downs is vague and offers no protection for craft employees who meet the criteria for assuming hold down assignments, therefore be it

Resolved, Contract language must clearly state that an employee awarded a hold down bid must assume the hours and days off, including any holidays (work schedule) and overtime hours (according to seniority), for the term of the hold down, and be it further

Resolved, That clear language be added to Article 39.I.J. that protect employees who assume hold down bids.

**Adopted 2000**

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**UPGRADING OF MOTOR VEHICLE DRIVERS PAY**

—196—

Whereas, According to the old postal pay scale, as of March 11, 2000, a Grade 5, Step 0 is about \$19.16 per hour or about \$40,881.00 annually, and

Whereas, A Grade 6, Step 0 tractor and trailer driver is paid about \$4.00 per day more than a straight truck driver, and

Whereas, Non-Postal truck drivers are paid \$22.00 to \$24.00 dollars per hour and non-postal tractor and trailer drivers are paid \$24.00 to \$27.00 dollars per hour, therefore be it

Resolved, That Level 5 nine (9) ton drivers be upgraded to Level 6, and Level 6 tractor and trailer drivers be upgraded to Level 8, and drivers under the old scale to be grandfathered under these provisions.

**Adopted 2000**

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**ACCEPTANCE OF 204B ASSIGNMENT WILL IMPACT BID AND STATUS AS  
EMPLOYEE**

—324—

Whereas, 204bs leave their preferred bargaining unit assignment vacant while on the 204b detail,

Whereas, Management manipulates these details to prevent posting of these preferred duty assignments left vacant by 204bs, therefore be it

Resolved, That any employee who accepts a 204b assignment shall be placed in unassigned regular status, and be it further

Resolved, The duty assignment of the employee shall be posted for bid when he/she enters 204b status.

**Adopted 2000**

## **ALL MOTOR VEHICLE SERVICE DRIVERS TO BE SAME LEVEL**

**—325—**

Whereas, Motor Vehicle Operators and Tractor-Trailer Operators are represented by the union, and

Whereas, Under the terms of the present Collective Bargaining Agreement, Motor Vehicle Operators are PS Level 5, and Tractor-Trailer Operators are PS Level 6, and

Whereas, All Motor Vehicle Service Craft employees are required to have a Commercial Drivers License, and

Whereas, All Motor Vehicle Service craft employees are called upon to perform different types of driving jobs during their tour, therefore be it

Resolved, That the Union shall negotiate that all Motor Vehicle Service drivers be paid the same level, regardless of the type of vehicle they are operating.

**Adopted 2000**

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## **ANNUAL BIDDING BY SENIORITY REGARDLESS OF LEVEL**

**—326—**

Whereas, During the annual re-bid jobs are in two groups, Level 6 and Level 5, and

Whereas, Level 5 employees must bid on Level 5 jobs, and Level 6 employees must bid on Level 6 jobs, therefore be it

Resolved, That language be negotiated that would allow annual bidding by seniority regardless of level.

**Adopted 2000**

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## **AUTOMOTIVE CAREER DEVELOPMENT PLAN TO BE FINALIZED AND IMPLEMENTED NATIONWIDE**

**—327—**

Whereas, In some locations it has been extremely difficult to hire automotive mechanics, and

Whereas, A program is being developed by the Postal Service to train and certify automotive mechanics, therefore be it

Resolved, The Automotive Technician Career Development plan will be finalized and implemented nationwide.

**Adopted 2000**

## **FAIR LABOR BIDS FOR NEW HIGHWAY CONTRACTS**

**—328—**

Whereas, Under the current contract the Postal Service must give due consideration to the public interest on cost, efficiency, availability of equipment, and qualification of employees when selecting the method of transport for new mails, and

Whereas, Even if the Motor Vehicle Service submits a bid that meets all those considerations at a lower cost, the Postal Service does not have to utilize the motor vehicle service for new highway routes or provide equipment needed for the additional work, therefore be it

Resolved, When the Motor Vehicle Service is the most cost effective method of transport of mail, the Postal Service must issue the new highway routes to the Motor Vehicle Service and must provide the equipment necessary to do the additional work.

**Adopted 2000**

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## **FREQUENCY OF RE-BIDDING IN MOTOR VEHICLE CRAFT**

**—329—**

Whereas, The primary purpose of the American Postal Workers Union is to represent the interests of members regarding wages, hours, and working conditions, and

Whereas, The current language in Article 39, Section 2A.6 is somewhat ambiguous, and  
Whereas, Motor Vehicle Craft employees have different bidding needs, and

Whereas, Motor Vehicle Craft employees may wish to have a more or less frequent time frame between bid posting, therefore be it

Resolved, That the American Postal Workers Union will seek to change the language in Article 39, Section 2.A.6 in order to allow the frequency of posting for assignment bidding within the Motor Vehicle Craft to be negotiated at the local level.

**Adopted 2000**

**GENERAL CLERK, OFFICE CLERK, SCHEDULE EXAMINER TO BE SENIOR  
QUALIFIED POSITIONS IN THE MOTOR VEHICLE CRAFT**

—330—

Whereas, The Motor Vehicle Craft presently has "Best Qualified" for certain job bids within the craft, and

Whereas, The basic skills for these positions require the passing of the low level typing exam, and

Whereas, These positions are listed in the Bargaining Unit Qualification Standards 0300d, along with Senior Qualified Positions, e.g., Vehicle Dispatch Clerk, and

Whereas, The term "Best Qualified" allows subjective selections and ignores the principle of seniority when filling these craft positions, therefore be it

Resolved, That the American Postal Workers Union will seek to negotiate the positions of General Clerk, Office Clerk, and Schedule Examiner into Article 39, Section 2.A.11 as senior qualified positions for Motor Vehicle Craft Employees.

**Adopted 2000**

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**INTERLEVEL BIDDING FOR VEHICLE MAINTENANCE FACILITY EMPLOYEES**

—331—

Whereas, Interlevel bidding for Vehicle Maintenance Facility bargaining unit employees is subject to limits as to the jobs employees are allowed to bid on in the Motor Vehicle Craft, therefore be it

Resolved, That vacant positions in Motor Vehicle Facilities will be filled by seniority, with no restrictions.

**Adopted 2000**

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**LEVEL SIX UPGRADE FOR VEHICLE MAINTENANCE FACILITY CLERKS**

—332—

Whereas, Vehicle Maintenance Facility clerks are currently Level 5, and

Whereas, These clerks are required to attend training in Oklahoma for stockroom procedures and vehicle maintenance accounting systems, therefore be it

Resolved, That the Union seek to negotiate Level 6 for Vehicle Maintenance Facility clerks.

**Adopted 2000**

## **LOSS OF SENIORITY WHILE HOLDING 204B POSITION**

**—333—**

Whereas, Bargaining unit seniority is calculated by time served in the bargaining unit, and

Whereas, Employees holding a 204b position are not in the bargaining unit, therefore be it

Resolved, That language be negotiated to read that time served in a non bargaining unit position (determined by the PS Form 1723) will not count toward bargaining unit seniority.

**Adopted 2000**

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## **PART-TIME FLEXIBLE CONVERSION/PLACEMENT**

**—334—**

Whereas, Article 39 does not provide for a time frame in which management MUST place a part-time flexible employee into a bid upon conversion opportunity, and

Whereas, Management often delays placing part-time flexible employees who have the opportunity to convert to full-time into vacant duty assignments well beyond the twenty-one (21) day time frame for employees who have bidding rights, therefore be it

Resolved, That language be negotiated into Article 39 that requires management to place part-time flexibles into vacant duty assignments within twenty-one (21) days when the opportunity to convert to full-time arises.

**Adopted 2000**

**PAY RAISE OF AT LEAST ONE LEVEL WHEN COMMERCIAL DRIVERS LICENSE IS REQUIRED**

**—335—**

Whereas, The Department of Transportation has identified a Commercial Motor Vehicle, as it relates to the Motor Vehicle Craft, as "Motor Vehicle, or combination of Motor Vehicles used in commerce to transport Passengers or Property if the Motor Vehicle (a) has a gross combination vehicle weight rating of twenty-six thousand and one (26,001) or more pounds, inclusive of a towed unit with gross vehicle rating of more than ten thousand (10,000) pounds; or (b) has a gross vehicle weight rating of twenty-six thousand and one (26,001) or more pounds," and

Whereas, According to Title 49 Code of Federal Regulations, part 40 of the Federal Motor Carrier Safety Regulations, postal employees are required to possess and maintain a Commercial Drivers License, (CDL), when operating motor vehicles in these classifications, and

Whereas, Motor Vehicle Craft employees are held to rigorous standards as it relates to operating motor vehicles (e.g., physical requirements, drug and alcohol testing, required knowledge and skills) that has resulted in these positions becoming highly skilled due to overall CDL requirements, therefore be it

Resolved, The Union will seek to negotiate with the Postal Service to upgrade all Motor Vehicle Craft positions that are Safety Sensitive and require a CDL in the performance of their duties, by at least one level.

**Adopted 2000**

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**REQUIRE PURCHASE OF NEEDED EQUIPMENT FOR TRANSPORT OF MAIL**

**—336—**

Whereas, The Postal Service develops new transportation routes because of the growth in mail volume, and

Whereas, The Service seeks highway contract route carriers to transport new highway routes because the Motor Vehicle Service does not have the equipment to accommodate the transport of new mail duties for local and highway routes, therefore be it

Resolved, That the Union negotiate an agreement requiring the Postal Service to purchase the needed equipment (tractors, nine tons, vans, etc.) to transport mail for these new highway routes as the cost effective carrier for transportation of mail.

**Adopted 2000**

## **STATIONS/BRANCHES MAIL TRANSPORTATION**

**—337—**

Whereas, Motor Vehicle Operators and Tractor Trailer Operators have no jurisdictional mandates as to who services area stations and branches regarding mail transportation, and

Whereas, The Postal Service has preference toward privatizing services that could and should be performed in-house, therefore be it

Resolved, That language be negotiated into Article 39 that would provide for all Stations and Branches within a fifty (50) mile radius of a General Mail Facility be required to be serviced exclusively by bargaining unit employees from the Motor Vehicle Craft.

**Adopted 2000**

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## **TRANSPORT OF MAIL IS THE RESPONSIBILITY OF THE MOTOR VEHICLE SERVICE**

**—338—**

Whereas, The Motor Vehicle Service has lost transportation duties to the Letter Carrier Craft because Letter Carriers collect mail from their own station, from sub-stations, large amounts of bulk mail from mailing houses and then transport the mail to collection centers, (e.g., General Mail Facilities and Processing and Distribution Centers), therefore be it

Resolved, Transportation of mail must be done by the Motor Vehicle Service whether it is from station to station, facility to facility, from bulk mailers or from terminus to terminus.

**Adopted 2000**

**ZERO BASE POLICY RESTRICTION ON EQUIPMENT FOR MOTOR VEHICLE  
CRAFT**

**—339—**

Whereas, Because of the increase in mail volume the Motor Vehicle Service is constantly growing and no longer can meet its own transportation needs, and

Whereas, A shortage of equipment needed to transport mail is self imposed due to Postal Service decision to implement the "Zero Base Policy", and

Whereas, As a solution to the shortage of equipment the Postal Service solicits highway contract route carriers & drivers who have no restrictions on the amount of equipment needed to meet the transportation needs of the Postal Service, and

Whereas, The Motor Vehicle Craft is restricted by the Postal Service from maintaining an adequate equipment reserve to accommodate any additional work, therefore be it

Resolved, That the Union will seek to negotiate a change in Postal Service "Zero Base Policy" and to maintain a minimum of ten percent (10%) maintenance reserve in its Motor Vehicle Service Fleet (e.g., tractors, seven (7) and nine (9) ton trucks and vans) for each Motor Vehicle Unit, thereby allowing the Motor Vehicle Service to meet the necessary equipment needs to transport mail for these new highway routes, thus allowing Motor Vehicle Craft employees to transport the mail.

**Adopted 2000**

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**TIME FRAME FOR RESIDUAL PROCESS**

**—133—**

Whereas, Craft articles currently have time limits for posting of vacant duty assignments, and

Whereas, There are not time limits set forth for the filling of residual vacancies, therefore be it

Resolved, Time limits be set on filling of residual vacancies in each appropriate craft article.

**Adopted 2002**

## **TRAINING FOR REFRIGERANT RECLAMATION EQUIPMENT**

**—134—**

Whereas, Article 32 of the collective bargaining agreement provides for work to be performed in-house when necessary equipment and qualified employees are available, and

Whereas, A great deal of automotive air conditioning work is being subcontracted as result of the United States Postal Service's intentional unavailability of equipment, and

Whereas, The subcontracting of work that could, and should be performed in-house, negatively affects the rank and file Vehicle Maintenance Facility employee's job security, therefore be it

Resolved, That the American Postal Workers Union negotiate language under Article 39, that requires the United States Postal Service to provide structured training and approved refrigerant reclamation equipment for all Vehicle Maintenance Facilities.

**Adopted 2002**

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## **STAFFING PACKAGE FOR VEHICLE MAINTENANCE FACILITY**

**—135—**

Whereas, There is no staffing package for the Motor Vehicle Service Maintenance employees at Vehicle Maintenance facilities, and

Whereas, Management can and does limit the amount of employees that are employed at the Vehicle Maintenance Facilities, and

Whereas, Management uses the lack of employees as an excuse to contract out work, therefore be it

Resolved, That a staffing package is established and management be mandated to follow said package.

**Adopted 2002**

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## **TEMPORARY HOLD DOWN MAXIMIZATION**

**—137—**

Whereas, The process of maximizing through time spent on a temporary hold down does not create a "Dual Duty Assignment", and

Whereas, The Memorandum of Understanding signed by the parties regarding cumulative time spent on a hold down, preventing Part-time flexible drivers from maximizing is counter productive to increasing the full time workforce, therefore be it

Resolved, That the American Postal Workers Union negotiate language in Article 39 which provides for all hours worked by Part-time flexible drivers be counted toward maximization.

**Adopted 2002**

## **VEHICLE MAINTENANCE FACILITY UPGRADES**

**—138—**

Whereas, The private sector equivalent position in the Vehicle Maintenance Facility is paid a higher rate, and

Whereas, Only some of the Vehicle Maintenance Facility received an upgrade, therefore be it

Resolved, That Vehicle Maintenance Facility General Clerk, Administrative Clerk, Dispatch Clerk and Storekeeper be upgraded at least one level.

**Adopted 2002**

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## **AUTOMOTIVE MECHANIC UPGRADE**

**—139—**

Whereas, Arbitrator Goldberg upgraded all Level 4 Mail Processors, all Level 5 Senior Mail Processors, all Motor Vehicle Operators, all Tractor Trailer Operators, all Building Equipment Mechanics, all Mail Processing Equipment Mechanics, all Level 9 Electronic Technicians, and all Level 10 Electronic Technicians, and

Whereas, Approximately seventy percent of the Automotive Mechanics were upgraded by mutual agreement, and

Whereas, The Level 6 Automotive Mechanic performs essentially the same duties as that of the Level 7 Automotive Technician, and

Whereas, Leaving thirty percent of the Automotive Mechanics behind creates much dissension and animosity among the rank and file Vehicle Maintenance Facility employees, therefore be it

Resolved, That the American Postal Workers Union make it of utmost importance to upgrade those mechanics left behind, during the next round of negotiations with the United States Postal Service to include retroactive back pay.

**Adopted 2002**

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## **COMMERCIAL DRIVERS LICENSES**

**—140—**

Whereas, Management is requiring employees other than Motor Vehicle Operators and Tractor Trailer Operators to hold a commercial drivers license, therefore be it

Resolved, Article 39 will be specific as to who is required to hold commercial drivers license.

**Adopted 2002**

## **UPGRADE OF AMERICAN POSTAL WORKERS UNION BARGAINING UNIT POSITIONS**

**—142—**

Whereas, The American Postal Workers Union was successful in arbitration and an upgrade was obtained for Level 4 Clerk Craft Mail Processor and for most maintenance positions in the 2000 Collective Bargaining contract, and

Whereas, All American Postal Workers Union bargaining unit positions require skill based on all the Standard Position Description and Qualifications Standards as set forth by the United States Postal Service, and

Whereas, All American Postal Workers Union bargaining unit employees work hard and the majority work shifts other than Tour 2, therefore be it

Resolved, That American Postal Workers Union negotiators actively pursue an upgrade of one (1) level for all American Postal Workers Union Clerk Craft employees, motor vehicle service employees, and all remaining maintenance employees.

**Adopted 2002**

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## **MOTOR VEHICLE SERVICE SAFETY**

**—143—**

Whereas, Management is requiring employees in safety sensitive duties to take drug tests, therefore be it

Resolved, The American Postal Workers Union negotiate the definition of safety sensitive duties in Article 39.

**Adopted 2002**

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## **BODY AND FENDER REPAIRMAN UPGRADE**

**—144—**

Whereas, Due to the extreme knowledge that is needed to perform body work functions and painting, while coping with the increased burden of hazardous chemical usage, and proper disposal methods, and

Whereas, Some of the chemicals are phosphoric acid, butyl acetate, acetone, naphtha, propylene glycol, monomethyl ether acetate, pentandione, aliphatic polyisocyanate, hexamethylene diisocyanate monomer toluene, xylene, and many more, therefore be it

Resolved, That Body and Fender Repairman Level 7 occupational code 3809-02xx be upgraded to Level 8 due to the complexity of the job.

**Adopted 2002**

## **COLLECTION BOXES (MOTOR VEHICLE SERVICES)**

**—146—**

Whereas, The collection of mail is the responsibility of the Motor Vehicle Service craft, therefore be it

Resolved, That the American Postal Workers Union negotiate Motor Vehicle Service craft jurisdiction for the collection of mails from city collection boxes.

**Adopted 2002**

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## **ELIGIBLE LEVEL 6 UPGRADE**

**—148—**

Whereas, Due to the extreme knowledge that is needed to perform automotive repair work functions and diagnosis of the postal fleet, and

Whereas, Diagnosis and repair has become almost exclusively computerized, engine, transmission, suspension, airbags, climate control, 20-second relays to name a few, therefore be it

Resolved, Upgrade all mechanics who have passed the test, and are bench qualified to Level 7.

**Adopted 2002**

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## **UPGRADES OF DRIVER INSTRUCTOR AND EXAMINER**

**—149—**

Whereas, The Driver Instructor and Examiner is required to train and test all postal employees, and

Whereas, The Untied States Postal Service has Level 7 Tractor-Trailer Operators that must be trained by the Driver Instructor Examiner, therefore be it

Resolved, To upgrade the Driver Instructor and Examiner to a Level 8 position.

**Adopted 2002**

## **MOTOR VEHICLE SERVICE UPGRADES**

**—150—**

Whereas, In the last contract, level 5 Motor Vehicle Operators and level 6 Tractor Trailer Operators all receive one level upgrades, therefore be it

Resolved, That the American Postal Workers Union will negotiate an upgrade of one level for all Motor Vehicle Service clerks, all tools and parts clerks, all storekeepers, all dispatch clerks and all general clerks.

**Adopted 2002**

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## **UPGRADE OF VEHICLE OPERATIONS ASSISTANT POSITIONS**

**—151—**

Whereas, The Vehicle Operations Assistant is required to be computer literate, and

Whereas, The Vehicle Operations Assistant dispatches and guides Level 7 Tractor-Trailer Operators in their duties, therefore be it

Resolved, To upgrade the Vehicle Operations Assistant to a Level 7 position.

**Adopted 2002**

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## **MOTOR VEHICLE SERVICE UPGRADE**

**—152—**

Whereas, The private sector equivalent positions in Motor Vehicle Service are paid a higher rate,

Whereas, Only some Motor Vehicle Service received an upgrade, therefore be it

Resolved, That Motor Vehicle Operators, Tractor-Trailer Operators, Garagemen, Tire Repairman, Mechanics and Lead Mechanics be upgraded at least one level.

**Adopted 2002**

## **UPGRADE ALL MVS POSITIONS**

**—212—**

Resolved, That the American Postal Workers Union, as their number one priority, negotiate an across-the-board upgrade for all Motor Vehicle Service positions by one pay level.

**Previously Adopted**

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## **TIMEFRAME FOR RESIDUAL PROCESS**

**—208—**

Resolved, That time limits be set on the filling of residual vacancies in each appropriate craft article.

**Previously Adopted**

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## **AUTOMOTIVE MECHANIC UPGRADE**

**—187—**

Resolved, That the American Postal Workers Union makes it of utmost importance during the next round of negotiations with the United States Postal Service to upgrade those Mechanics left behind, to include retroactive back pay.

**Adopted 2004**

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## **BODY REPAIRMAN UPGRADE**

**—188—**

Resolved, That Body and Fender Repairman Level 7 occupational code 3809-02xx be upgraded to Level 8 due to the complexity of the job.

**Adopted 2004**

## **COLLECTION BOXES (MVS)**

**—189—**

Resolved, That the American Postal Workers Union negotiate Motor Vehicle Service craft jurisdiction for the collection of mails from city collection boxes.

**Adopted 2004**

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## **COMMERCIAL DRIVER'S LICENSES**

**—190—**

Resolved, That Article 39 will be specific as to who is required to hold a commercial driver's license.

**Adopted 2004**

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## **DRIVER INSTRUCTOR UPGRADES**

**—192—**

Resolved, To upgrade the Driver Instructor and Examiner to a Level 8 position.

**Adopted 2004**

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## **ELIGIBLE LEVEL 6 UPGRADE**

**—193—**

Resolved, To upgrade all Mechanics who have passed the test, and are bench qualified to Level 7.

**Adopted 2004**

## **JUSTIFICATION FOR ABOLISHMENTS, REPOSTINGS AND REVERSIONS**

**—194—**

Whereas, Resolution 252 from the 1998 National convention addressed abolition and reversions, but not re-postings, and

Whereas, The problem continues as management too often makes the decision to abolish, repost, or revert on subjective justification, therefore be it

Resolved, The American Postal Workers Union seek to achieve language to provide the Union with tangible evidence documenting the need to abolish, repost, or revert duty assignments.

**Adopted 2004**

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## **MOTOR VEHICLE CRAFT TOOLS**

**—196—**

Resolved, That Article 39.3.A be changed to read:

“The employer will provide adequate factory-warranted tools made in the United States by union workers. Under no circumstances will employees be required to use personal tools, and equipment. The employer will provide training on the use of required tools and equipment.”

**Adopted 2004**

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## **MOTOR VEHICLE CRAFT TRAINING**

**—197—**

Resolved, That Motor Vehicle Service Craft Article 39.3.H. be changed to read

“(A) As soon as approved training allocations are received at the installation, advance written notices will be posted soliciting volunteers. Those volunteers selected for training will be selected by seniority. A list of volunteers shall be posted and a copy be furnished to the Local Union. (B) Employees selected for off-site training will be given advance notice of no less than 30 days. (C) The Union at the National level will be furnished annually a copy of the yearly allocation of training billets.”

**Adopted 2004**

## **MOTOR VEHICLE SERVICE UPGRADE**

**—199—**

Resolved, That Motor Vehicle Operators, Tractor-Trailer Operators, Garagemen, Tire Repairman, Mechanics and Lead Mechanics be upgraded at least one level.

**Adopted 2004**

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## **MOTOR VEHICLE SERVICE UPGRADES**

**—200—**

Resolved, That the American Postal Workers Union will negotiate an upgrade of one level for all Storekeepers, Motor Vehicle Service Clerks, Tool and Parts Clerks, Dispatch Clerks, and General Clerks.

**Adopted 2004**

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## **MOTOR VEHICLE SERVICE TRANSPORTATION OF MAILED**

**—202—**

Resolved, That the Union seek to reserve the integrity of the Motor Vehicle Service craft and maintain the exclusive right to transport any/all mails not necessarily restricted to bulk quantities.

**Adopted 2004**

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## **NON-BARGAINING POSITION DETAIL**

**—203—**

Whereas, The Postal Service details employees to non-bargaining unit positions (204B), and

Whereas, These employees enjoy privileges and benefits not afforded to bargaining unit employees,

Whereas, These 204B's schedule, assign, and supervise bargaining unit employees, therefore be it

Resolved, That our National negotiate language into our next collective bargaining agreement that any bargaining unit employee who voluntarily accepts a 204B assignment and has chosen to leave their craft assignment, for over four (4) months, will be suspended from all craft benefits, up to and including: accruing seniority, enjoying the privilege of penalty overtime, and primetime vacation picks.

**Adopted 2004**

## **PTF'S DETAILED TO A NON-BARGAINING UNIT POSITION**

**—204—**

Whereas, The practice of PTF's being utilized as 204B's causes undue overtime on non-volunteer employees, and

Whereas, Maximization of PTF's has become difficult due to the awareness of management, and

Whereas, Management has been utilizing PTF's in non-bargaining unit positions working forty (40) hours within five (5) days and having two (2) days off, therefore be it

Resolved, That for every PTF that is utilized in the 204B program for one-hundred twenty (120) consecutive days, the senior eligible PTF will be converted to Full-Time.

**Adopted 2004**

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## **SENIORITY OVER CASUALS**

**—205—**

Resolved, That the pecking order of Article 39.1.B.4.c be changed to read as follows:

“A casual employee converted to a career position shall be junior to any transferred, reinstated, reassigned, or promoted employee or any career appointment from the hiring register who had a higher standing on that register than the converted casual employee.”

**Adopted 2004**

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## **TEMPORARY MAXIMIZATION**

**—207—**

Resolved, That the American Postal Workers Union negotiate language in Article 39 which provides for all hours worked by part-time flexible drivers to be counted toward maximization.

**Adopted 2004**

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## **TRAINING FOR REFRIGERANT EQUIPMENT**

**—209—**

Resolved, That the American Postal Workers Union negotiate language under Article 39 that requires the Postal Service to provide structured training and approved refrigerant reclamation equipment for all Vehicle Maintenance Facilities.

**Adopted 2004**

## **TRANSPORTING OF MAIL**

**—210—**

Whereas, One of the primary duties of the Motor Vehicle Craft is to transport mail between facilities, and

Whereas, Management and other crafts are transporting mail between facilities, therefore be it

Resolved, That the transporting of mail be the sole responsibility of the Motor Vehicle Craft, where Motor Vehicle Craft employees exist, otherwise it will be done by an American Postal Workers Union member.

**Adopted 2004**

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## **UPGRADE OF VOA POSITIONS**

**—213—**

Resolved, To upgrade the Vehicle Operations Assistant to a Level 7.

**Adopted 2004**

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## **UPGRADES BARGAINING UNIT POSITION**

**—214—**

Resolved, That the American Postal Workers Union negotiators actively pursue an upgrade of one (1) level for all American Postal Workers Union Clerk Craft employees, Motor Vehicle Service employees, and all remaining Maintenance employees.

**Adopted 2004**

**Previously Adopted**

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## **VMP UPGRADES**

**—215—**

Resolved, That Vehicle Maintenance Facility General Clerk, Administrative Clerk, Dispatch Clerk and Storekeeper be upgraded at least one level.

**Adopted 2004**

## **WHEN FIXED OFF-DAYS MAY BE CHANGED**

**—228—**

Resolved, That the above listed current language be changed to only allow a change in days off during established bidding cycles.

**Adopted 2004**

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## **ESTABLISH A LISTING OF TOOLS FOR MVS AND MAINTENANCE**

**—1029—**

Whereas, it has long been a workplace requirement that the Postal Service is responsible for providing necessary tools for mechanics and other jobs in Vehicle Maintenance responsible for providing necessary tools for mechanics and other jobs in Vehicle Maintenance and

Whereas, disputes are arising over what tools are necessary and available to the above named positions because of vague and subjective language in Article 39, Section 3, A of the Collective Bargaining Agreement, therefore be it

Resolved, that the National APWU shall negotiate more meaningful and specific language concerning the tools to be provided by the Postal Service for mechanics and other relevant positions in Vehicle Maintenance.

**Adopted 2004**

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## **UPGRADE MVS POSITION THAT WERE NOT PREVIOUSLY ADDRESSED**

**—1030—**

Whereas, the union has successfully sought after and obtained upgrades for MVS drivers and some other Motor Vehicle Craft positions, therefore be it

Resolved, that those positions within the Motor Vehicle Service which were not upgraded in the last contract shall be identified, and addressed in the upcoming contract negotiations, and upgrades shall be sought for all such remaining Motor Vehicle Craft positions.

**Adopted 2004**

## **COMMERCIAL DRIVERS LICENSES MOTOR VEHICLE CRAFT RESOLUTIONS**

**—#8C—**

Whereas, In the Motor Vehicle Craft, Management is requiring motor vehicle craft employees other than MVO, TTO and Mechanics to hold a CDL.

Whereas, These employees are or will be under Federal Motor Carrier Safety Regulations 24/7 and are subject to annual physical examination and random alcohol/drug testing at any time.

Whereas, Management elected to put these employees in a safety-sensitive status.

Whereas, Paying higher level pay only when ordered to perform safety-sensitive functions is under cutting the skills and the professionalism it takes to hold a CDL.

Whereas, Not passing the random drug/alcohol testing or the physical examination could cause traumatic effect and even up to a removal under these regulations

Resolved, That the APWU negotiate in the next contract, that employees that are not required to hold a CDL, will not be made to perform safety-sensitive duties.

Further Resolved, That if management requires lower level positions ( other than drivers and mechanics) to hold a CDL, management shall then compensate employees at the higher level position pay rate as long as the requirement exists.

**Adopted 2004**

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## **VOLUNTEER TRAINING**

**—198—**

Whereas, Article 39.3.H reads in part, “First consideration will be given to those employees who volunteer for such training”, and

Whereas, Some employees have to attend training while others seek such opportunities, and

Whereas, The issue is not included in Article 30 for negotiations at the local level, and as such, local management is reluctant to discuss this issue, and

Whereas, Job training is considered when applying for Best Qualified Craft positions, therefore be it

Resolved, That language shall be negotiated to establish a process to identify volunteers on a fair and equitable basis.

**Adopted 2006**

## **NON-BARGANING UNIT DETAILS OF THE COLLECTIVE BARGAINING AGREEMENT**

**—199—**

Whereas, Some employees engage in long term details to managerial positions, and

Whereas, Those employees often have their craft bids taken and posted for bidding purposes, and

Whereas, Those employees leave their managerial detail to return to the craft to rebid on their old bid, and

Whereas, Once they receive that bid, they return to the managerial detail, therefore be it

Resolved, That employees who are on long term managerial details and have their bids taken and reposted be prohibited from returning to the craft for bidding for at least 45 days.

**Adopted 2006 as amended**

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## **TIME FRAME FOR FILLING RESIDUALS**

**—202—**

Whereas, The standing resolution appears in the Article 37 section, needs to appear in 38 and 39, and

Whereas, Craft articles currently have time limits for posting of vacant duty assignments, and

Whereas, There are no time limits set forth for the filling of residual vacancies, therefore be it

Resolved, that Time limits be set on filling of residual vacancies in each appropriate craft article.

**Adopted 2006**

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## **INPUT PRIOR TO A DECISION FOR REVERSION**

**—203—**

Whereas, Management presently informs the Local Union of their decision to revert positions by providing a copy of the notice to revert, and

Whereas, Any reversion is complete without any input or discussions with the Local Union, therefore be it

Resolved, That the following language should be added to Article 39.2.A.1, “When a vacant duty assignment is under consideration for reversion, the Local Union President will be given an opportunity for input prior to a decision”.

**Adopted 2006**

## **UNIFORM ALLOWANCE BENEFITS**

**—207—**

Whereas, Mechanics receive uniform allowances, and also Motor Vehicle Service drivers and parts room employees, and

Whereas, Some others occupational groups such as Key Clerk positions do not, therefore be it

Resolved, That the National shall negotiate and attempt to obtain the same uniform allowance benefits for Motor Vehicle Service employees who occupy Key Clerk positions in Vehicle Maintenance Facility facilities.

**Adopted 2006**

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## **PHONE BIDDING**

**—209—**

Whereas, The computers at the work site do not always allow for bidding and employees must call in to bid, and there is not a means to ensure the bid was accepted, therefore be it

Resolved, that the National Negotiation Team attempt to obtain a means to have confirmation or code numbers provided once the bid is accepted.

**Adopted 2006**

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## **NEW POSITION**

**—210—**

Whereas, There has been a lot of confusion in the Vehicle Maintenance Facility on who performs work on commercial vehicles and what employees are required to possess a commercial driver's license, therefore be it

Resolved, That a new standard job position description in the Vehicle Maintenance Facility is created. The new position will be called a Heavy Duty Automotive Technician. This position will be utilized for those Vehicle Maintenance Facilities that service commercial vehicles. The mechanics will be level 8 and be required to have a commercial driver's license. The Level 8 Heavy Duty Automotive Technician may also perform the Preventative Maintenance Inspection on the commercial vehicle that he/she is servicing.

**Adopted 2006**

## **SENIORITY FOR PREFERRED ASSIGNMENTS**

**—211—**

WHEREAS, The above section does not address the Seniority of Motor Vehicle Service Craft Employees while in a higher level Supervisory Position, therefore be it

*Resolved*, That a new number be added, to be 39.1.B.5, to read: Any employee in a higher level Supervisory Position and or Supervisor higher level detail for 30 or more days; shall have their seniority in the Motor Vehicle Service craft cease to accrue while in that detail.

**Adopted 2006 as amended**

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## **ARTICLE ADDITION**

**—212—**

Whereas, The above section does not address the familiarization of vehicles for drivers, therefore be it

*Resolved*, That a new number be added, to be 39.3.L, to read “All Motor Vehicle Service Craft employees will be properly trained and familiarized on all vehicles they may be required to drive. The Training and Familiarization shall be performed utilizing the TD-087 or the appropriate Postal Training and or Familiarization Manual and the guidelines within.”

**Adopted 2006 as amended**

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## **PAY EQUITY FOR APWU VOMA**

**—215—**

Whereas, Currently, the Vehicle Operation Maintenance Assistant (VOMA) Position can be filled from an American Postal Workers Union or National Association or Letter Carriers craft employee, and

Whereas, The American Postal Workers Union Vehicle Operations Maintenance Assistant employee is getting paid less than the National Association of Letter Carriers Vehicle Operations Maintenance Assistant for doing the exact same work, therefore be it

*Resolved*, that the National Union seeks and negotiates; file labor charges, or whatever it takes to bring American Postal Workers Union Vehicle Maintenance Operations employees pay to the same as National Association of Letter Carriers Vehicle Operations Maintenance Assistant employees.

**Adopted 2006**

**VOMA SELECTION/CRAFT**

**—216—**

Whereas, Currently Vehicle Operations Maintenance Assistant is a multi-craft position, therefore be it

Resolved, That American Postal Workers Union seeks to negotiate to limit selection of Vehicle Maintenance Operations Assistant to only American Postal Workers Union Crafts.

Giving first consideration to the Motor Vehicle Craft.

**Adopted 2006 as amended**

## **ARTICLE 41**

### **LIMITS ON MANAGEMENT'S RIGHT TO REPOST JOBS**

**—197—**

Whereas, The Postal Service has gone crazy with their right to repost jobs due to changes in hours, days off, etc., and

Whereas, These changes are extremely harmful to employees due to the insecurity of not knowing what their schedule will be for any given amount of time, therefore, be it

Resolved, That language be negotiated whereby the Postal Service can only repost jobs once per contract.

**Adopted 2000**

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### **ACCEPTANCE OF 204B ASSIGNMENT WILL IMPACT BID AND STATUS AS EMPLOYEE**

**—340—**

Whereas, 204bs leave their preferred bargaining unit assignment vacant while on the 204b detail,

Whereas, Management manipulates these details to prevent posting of these preferred duty assignments left vacant by 204bs therefore be it

Resolved, That any employee who accepts a 204b assignment shall be placed in unassigned regular status, and be it further

Resolved, The duty assignment of the employee shall be posted for bid when he/she enters 204b status.

**Adopted 2000**

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### **LOSS OF SENIORITY WHILE HOLDING 204B POSITION**

**—341—**

Whereas, Bargaining unit seniority is calculated by time served in the bargaining unit, and

Whereas, Employees holding a 204b position are not in the bargaining unit, therefore be it

Resolved, That language be negotiated to read that time served in a non bargaining unit position (determined by the PS Form 1723) will not count toward bargaining unit seniority.

**Adopted 2000**

**ARTICLE 43**

**CHANGE IN CONTRACT EXPIRATION DATE**

**—199—**

Whereas, The American Postal Workers Union National Contracts have ended on November 20th in recent years, and

Whereas, Due to increased mail volume and work hours associated with the holiday season, members spend most of their waking hours at work, and

Whereas, These circumstances significantly encumbers members ability to adequately examine the new contract, and

Whereas, Members should have appropriate opportunity to examine and discuss a new contract prior to the ratification vote, therefore be it

Resolved, The national contract negotiated in the year 2000 shall be set to expire on February 20th in the final year of its duration.

**Adopted 2000**

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**FERS INCREASE**

**—342—**

Whereas, Employees covered by the Federal Employees Retirement System must depend on the Thrift Savings plan for a substantial portion of their retirement income, and

Whereas, Many postal employees have not saved enough money in the Thrift Savings Plan toward retirement, and

Whereas, There is a limit of five percent (5%) matching contribution allowed for employees in the Federal Employees Retirement System, and

Whereas, Companies in the private sector can match contributions with stock options, which postal employees cannot get, therefore be it

Resolved, That the American Postal Workers Union introduce and support legislation to raise the employer's matching Thrift Savings Plan contribution for employees in the Federal Employee Retirement System to ten percent (10%).

**Adopted 2000**

**UNUSED SICK LEAVE OF EMPLOYEES IN FEDERAL EMPLOYEE RETIREMENT  
SYSTEM TO COUNT TOWARD RETIREMENT**

**—345—**

Whereas, Employees covered by the Civil Service Retirement System (CSRS) receive unused sick leave accumulation toward retirement as provided in Employees and Labor Relations Manual, Section 513.821, and

Whereas, Employees covered by the Federal Employee Retirement System (FERS) who were not formerly covered by CSRS do not receive sick leave accumulation toward retirement, and

Whereas, Employees covered by FERS have no incentive to accumulate sick leave since sick leave is not credited to service time at retirement, and

Whereas, The American Postal Workers Union works toward equal treatment of all members, therefore be it

Resolved, The American Postal Workers Union will introduce and support legislation to allow the same provision for unused sick leave retirement credit for employees covered by FERS that employees covered by CSRS now enjoy.

**Adopted 2000**

**LIMITED RIGHT TO STRIKE ADDED TO FUTURE POSTAL REFORM  
LEGISLATION**

—343—

Whereas, Congressman John McHugh introduced bill H.R. 22 in Congress to attempt to modernize the Postal Service, and

Whereas, The Postal Service, the other postal unions and management's organization supported H.R. 22 but the American Postal Workers Union opposed it, and

Whereas, H.R. 22 appears to be "DEAD" and won't be enacted into law, and

Whereas, H.R. 22 type bills will be introduced in the future to "streamline" the Postal Service and enable it to operate like a business, and

Whereas, businesses that have union represented employees deal with labor relations breakdown by striking or having work stoppages and/or slowdowns, and

Whereas, The Postal Reorganization Act provided for collective bargaining and binding arbitration in lieu of the right to strike, and

Whereas, Thirty (30) years later we have managers who do not respect the Collective Bargaining Agreement and thousands of grievances pending arbitration nationwide, and

Whereas, A common refrain of management is "go ahead and grieve it, if you win in arbitration five (5) or six (6) years from now we will pay the grievant", and

Whereas, The limited right to strike or have a work slowdown for a limited time (two (2) or three (3) days) in a single postal facility would be a way to draw attention to management's disregard of the grievance-arbitration procedure, and would force management to settle grievances at the local level, therefore be it

Resolved, That the National Officers of the American Postal Workers Union will attempt to have included in any "H.R. 22 type" postal reform legislation, the limited right of postal workers in a single postal facility to engage in a strike or work slowdown, with additional provisions that the Postal Service would be prohibited from hiring replacement workers.

**Adopted 2000**

## **SUPPORT FOR UNIONIZATION OF CHILD CARE WORKERS**

**—346—**

Whereas, Our children are our future, and

Whereas, Child care providers are often untrained and underpaid, and

Whereas, The turnover in child care providers at child care centers is very high, and

Whereas, We want quality child care, therefore be it

Resolved, That the American Postal Workers Union support child care providers receiving a decent wage, and be it further

Resolved, That the American Postal Workers Union support legislation that would require all child care providers in all government agencies to be licensed professionals, and be it further

Resolved, That the American Postal Workers Union support activities to unionize all child care workers in government agencies.

**Adopted 2000**

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## **EAS / SECURITY STEALING JOBS**

**—128—**

Whereas, Field Human Resources is consolidating to two or three sites, and

Whereas, Most of the these positions are currently EAS positions, and

Whereas, These duties are not unlike duties being performed at the IT/ASC, therefore be it

Resolved, That the American Postal Workers Union take whatever means necessary to absorb these positions into the bargaining unit.

**Adopted 2004**

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## **WORKROOM FLOOR SENIORITY SUPPORT SERVICES DIVISION**

**—130—**

Whereas, The American Postal Workers Union successfully negotiated workroom floor seniority for Mail Processing Clerks, therefore be it

Resolved, That the American Postal Workers Union seek to achieve workroom floor seniority for the entire Support Services Division.

**Adopted 2004**

**MEMORANDUM OF UNDERSTANDING—TRANSFERS**  
**REDUCE EMPLOYEE COMMUTES**

**—137—**

Whereas, Commuting to work is a burden to workers and decreases time for life away from the job, and commute times are increasing in many areas as population and traffic increase, and

Whereas, We face steadily increasing gasoline prices as consumption increases and the world's oil supply shrinks, which makes longer commutes ever more expensive for our members, and

Whereas, The United States Postal Service as a public service agency, a major employer, and an enormous user of energy, has the responsibility to the public and its employees to help minimize energy consumption and the resultant harmful effects to the environment, therefore be it

Resolved, That the American Postal Workers Union in future negotiations shall attempt to attain agreements aimed at reducing auto commuting miles logged by postal employees; for example, with expanded incentive programs to reward or subsidize biking, carpooling, and use of mass transit, and be it further

Resolved, That the American Postal Workers Union in future negotiations shall attempt to achieve provisions that would facilitate local transfers to decrease commute times for employees who work at facilities that are not close to home; in particular, by modifying the transfer memo so that employees may request reassignment to another installation within a district or adjacent districts after a reduced lock-in period (instead of the current 18 months) if it would reduce their commute time.

**Adopted 2006**

## **INDUSTRIAL RELATIONS REPORT**

### **PRIORITY ISSUES FOR CONTRACT NEGOTIATIONS**

1. Limitation on the rights of the Postal Service to contract our bargaining unit work and to return work already contracted out.
2. Maintain no layoff protection.
3. Real wage and benefit increases, and protection against inflation.
4. All career workforce - if we are unsuccessful we will seek to increase career opportunities and reduction in number of temporary employees.
5. Clarification of the definition of new and/or existing facilities and installations.
6. Improve labor management relationships by negotiating strict language holding management accountable for their actions (dignity and respect clause).
7. Parity on rights afforded all APWU Bargaining Unit employees.
8. Obligation of management to comply with Collective Bargaining Agreement.
9. Limitation of management's right to assign Bargaining Unit work to non-bargaining unit employees.
10. Strong transfer and training opportunities provisions for all employees.

**Adopted 1998**

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### **EROSION OF APWU JOBS**

**- 171-C -**

WHEREAS, the biggest threat to the members of APWU is the erosion of APWU jobs, and

WHEREAS, all our hard fought benefits become useless if our members no longer have their jobs, and

WHEREAS, APWU jobs have steadily declined throughout this decade and most believe that decline will continue, and

WHEREAS, the APWU cannot sit by as inept Postal Managers commit blunder after blunder and attempt to balance its budget on the backs and through the wallets of our members, therefore be it

Resolved, that the APWU will develop and negotiate clear and concise contractual language to eliminate and reverse the erosion of our work including protection of our Clerk, Maintenance and Motor Vehicle Services and Support Services in all offices.

**Adopted 2008**

## **PRIORITIES FOR NEGOTIATIONS**

**- 172-C -**

WHEREAS, the Labor-Management Committee considers the following as priorities for negotiations, therefore be it

Resolved, that the American Postal Workers Union negotiate the following:

- Stop the erosion, subcontracting and elimination of all APWU work
- The elimination of casuals and conversion of PTFs to full-time after six years of service
- Short-term and long term disability insurance added to health benefits, a national hardship detail, expanded bereavement leave, compensation of all annual leave earned at time of death and shared services complying with labor agreements
- No LWOP penalty for union officials and steward duty time of district representatives on the clock
- Accountability on grievance settlements and payment of second check
- Notification of Weingarten Rights and 204Bs not issuing discipline
- Rest breaks for all employees.

**Adopted 2008**

**RESOLUTION FROM LABOR MANAGEMENT COMMITTEE**  
**—LOOKING FORWARD - FIGHTING BACK—**

Whereas, the 1998 contract negotiations are critical and will lead the APWU into the future, and

Whereas, the 1998 Labor Management Committee agrees that the APWU National Negotiating Team should be presented with issues of a high priority for negotiations, and

Whereas, the Postal Service, in their 5 year strategic plan, has made it abundantly clear of their intent to privatize through contracting out, and

Whereas, the Postal Service has already contracted out Priority Mail and other bargaining unit work,

Whereas, the Postal Service has initiated various programs with the intent to change stations, branches and facilities so they will become installation, and

Whereas, postal employees can process mail and perform postal duties more efficiently and at a lower cost, and

Whereas, the Postal Service has made \$5.8 billion in profits over the last 4 fiscal years to date and paid out millions of dollars to management in bonuses, and

Whereas, there is a double standard between craft employees and management, therefore be it

Resolved, the 1998 Labor Management Committee recommends this Convention mandate the National Negotiating Team to make the following critical issues our top priorities in this year's negotiations.

- Language be negotiated to prevent the continued contracting out of bargaining unit work and return work already contracted out to the bargaining unit.
- Maintain no layoff protection.
- Real wage and benefit increases
- All career workforce
- Solid definition of new and/or existing facilities and installations.
- Improve labor management relationships by negotiating strict language holding management accountable for their actions (Dignity and Respect Clause).

**Adopted 1998**

## **PRIORITY ISSUES FOR CONTRACT NEGOTIATIONS**

**-241-**

WHEREAS, the 2006 negotiations will be key to the APWU and its members, and  
WHEREAS, this Biennial National Convention in Philadelphia, Pennsylvania should set a  
clear course of action for our national negotiating team by establishing priority issues for  
negotiations, therefore be it

Resolved, the following are priority issues for this round of collective bargaining:

Job security including continued no layoff protection, protection against the negative effects  
of consolidation, withdrawal from the failed RI-399 process and continue efforts to eliminate  
contracting out

Real wage and benefit protections including fair wage increases, maintaining COLA, salary  
upgrades and protection of our existing health benefits and retirement programs

Career workforce – the union should continue efforts for an all career workforce including  
elimination of casuals and the conversion of TEs to career employees.

**Adopted 2006**