

DISPATCH

Celebrating Over 100 Years
of Representing Postal Workers

SERVING THE GREATER SAN ANTONIO AREA
American Postal Workers Union, AFL-CIO



VOLUME 68 NO. 1

SAN ANTONIO ALAMO AREA LOCAL



JANUARY / FEBRUARY 2022

PRESIDENT

ALEX ALEMAN

Members To Vote on New Tentative Agreement



The National APWU Negotiations Team was able to negotiate a contract for he APWU members in December 2021.

It is a tentative three-year Collective Bargaining Agreement (CBA). The tentative agreement was presented to the Rank & File Bargaining Advisory Committee and

Holiday Pay

Juneteenth added to the holidays for career employees for a total of 11 paid holidays per year. Refer to <https://apwu.org/contract-information-and-frequently-used-resources> for a synopsis of the tentative agreement.

204-B

The 2010 collective bargaining agreement made the APWU the official watchdog for 204-b usage in the Clerk Craft. Beginning June 1, 2012, 204-b may only be utilized during the absence or vacancy of a supervisor for 14 days or more this use is limited to no more than 90 days. The whole idea behind the

approved the committee on December 10, 2021.

The tentative agreement will be sent to the members for ratification. The members have the ultimate say so on the tentative agreement. According to our National President Mark Dimondstein "The Tentative Agreement contains annual wage increases, protection of full COLA's and no-lay off protections, new opportunities for career work, gains for part time flexible and host of other improvements". The majority of the San Antonio Alamo Area Local Executive Board voted to approve the three-year tentative agreement.

"According to our National President Mark Dimondstein "The Tentative Agreement contains annual wage increases, protection of full COLA's and no-lay off protections, new opportunities for career work, gains for part time flexible and host of other improvements"."

language was to eliminate and limit 204-b usage, the intent of the restrictions are to utilize the Lead Clerk a bargaining unit position to fill in the absence/vacancy of a supervisor, from day 1 of the vacancy/absence to day 14, management must utilize a Lead Clerk to fill in, any supervisor absence/vacancy from day 15 to 90 days, management may utilize a 204-b to fill in, from the 91st day and beyond management must utilize a Lead Clerk to fill in. Any time management utilizes a 204-b from the 91st day and beyond of the supervisor vacancy/absence, it is considered they are performing bargaining unit work.

Contract Time Period

Three-year contract:
September 21, 2021 through September 20, 2024

General Annual Wage Increases and Cost of Living Allowances (COLA)

- 1.3% November 20, 2021 (Will be Retroactive)
- 1.3 % November 19, 2022
- 1.3 % November 18, 2023
- PSE's receive the general wage increases and an additional 1% increase each year in lieu of COLA (i.e. 2.3% each November)
- \$0.50/hour additional increase for PSEs effective the first pay period of the second full month after the Agreement is ratified

Since the inception of the new language in the 2010 Collective Bargaining Agreement the local union has been successful in monetary payments for the clerk craft members and/or the creation of Lead Clerk positions. At some of the stations there are two (2) Lead Clerks, Lead Sales Service Associate and Lead Mail Processing Clerk.

Any time management utilizes a 204-b, you can bet there is a violation of the collective bargaining agreement. In the event you see a 204-b in your work location/section, request to see a steward and provide the union the name of the 204-b. The union steward should investigate the usage of the 204-b with a request for information, the 1723 form is the controlling document for 204-b assignments.

continued on page 13

ALAMO AREA LOCAL DISPATCH

Carlos BarriosEditor
 Alex Aleman Associate Editor

This is the Official Publication of the
 San Antonio Alamo Area Local,
 American Postal Workers Union, AFL-CIO

AFFILIATIONS

American Postal Workers Union, AFL-CIO
 Texas Postal Workers Union, AFL-CIO
 San Antonio AFL-CIO Council
 Public Employees Council, AFL-CIO
 APWU Postal Press Association
 Texas Postal Press Association
 Post Office Women for Equal Rights

GENERAL OFFICERS

President..... Alex Aleman
 Vice-President..... David Hernandez
 Secretary Treasurer..... Jeff Greenlee
 Recording Secretary..... Celeste Ornelas

CRAFT OFFICERS

Clerk Craft Director "A"..... Carlos Barrios
 Asst. Clerk Craft Dir. "A"..... Jennifer Wright
 Clerk Craft Director "B"..... Ruben Hernandez
 Asst. Clerk Craft Dir. "B"..... Robert Butke
 MVS Craft Director..... Faron Hierholzer
 Asst. MVS Craft Director..... Dennis Barbosa
 Maintenance Craft Director..... Robert Proo
 Asst. Maintenance Craft Dir.... Jarrett Williams

UNION OFFICIALS

Editor..... Carlos Barrios
 Network/IT Administrator Vacant
 Trustee Chairperson... Albert (Red) Cardenas
 Trustee (Clerk)..... Sandra Lira
 Trustee (Clerk)..... Daphne Belton
 Trustee (Clerk)..... Carl Jemerson II
 Trustee Maintenance..... Albert (Red) Cardenas
 Trustee (MVS)..... Vacant
 Delegate (Clerk)..... Sandra M. Proo
 Delegate (Clerk)..... Ruben (Cool) Martinez
 Delegate (Clerk)..... Carl Jemerson II
 Delegate (Clerk)..... Daphne Belton
 Delegate (Maintenance)... Albert (Red) Cardenas
 Delegate (MVS)..... Ron Odom
 Sergeant-At-Arms..... Faron Hierholzer
 APWU Health Plan Rep..... David Estrada
 Legislative Director..... Vacant

Opinions expressed in this publication are those of the individual writer and not necessarily those of the Editor or the Executive Board. Articles submitted for publication must not contain negative or derogatory comments about members or the union in articles or letters to the editor. Deadline for articles to appear in the upcoming issue of the Dispatch will be advertised in the Dispatch. All articles should be presented in MS Word format and email : plantcraftdirector0195@yahoo.com

PHONE NUMBERS

UNION OFFICE (210) 271-0853
 FAX (210) 224- 6221
 STEWARDS OFFICE GMF (210) 967-4729
 FAX (210) 653-1124

Web Site: www.aaal0195-apwu.org



CELEBRATE THE LEGACY OF

Martin Luther King Jr.

On Monday, January 17, 2022

San Antonio Alamo Area Local 195 invites you to join in the 2022 MLK commemorative events.

This year it will be held on virtual platforms and in-person.

The March is 2.75 miles and starts at the Martin Luther King, Jr. Academy, travels up Martin Luther King Drive, and ends at Pittman-Sullivan Park.

2022 CLERK CRAFT JOB POSTINGS

Please note that the effective date may be subject to change

VACANCY POSTING	VACANCY WITHDRAWN	AWARD POSTING	EFFECTIVE DATE
1/14/2022	1/23/2022	2/1/2022	2/12/2022
3/4/2022	3/13/2022	3/22/2022	3/26/2022
4/29/2022	5/8/2022	5/17/2022	5/21/2022
6/24/2022	7/3/2022	7/12/2022	7/16/2022
8/12/2022	8/21/2022	8/30/2022	9/10/2022
10/14/2022	10/23/2022	11/1/2022	11/5/2022

VICE PRESIDENT

DAVID Z. HERNANDEZ

New Year Brings New Challenges



Greetings Brothers and Sisters,
I would like to welcome you all to the New Year, and hopefully it finds you all in the best of health. It's been a long road for all of us, and I'm sure you can see for yourself the harm and loss the pandemic has impacted humanity and our way of living. As always take care of yourself, and your family and my prayers to all.

Holiday Season

Hopefully you had a joyful holidays with your families as I did with my family. Now that the gifts and celebrations have concluded its time to get back to the business of the local.

New Contract?

As many of you already have heard our APWU Leadership has been successful in resolving a tentative agreement for three (3) years. For more information regarding this contract, you can go to www.apwu.org. Our local will be communicating to the rank-and-file information on contract updates via our officers, stewards and on union bulletin boards and to include electronic notices via the Newsflashes. A big shout out to all that helped in keeping our union strong and moving in the right direction to fight for our rights, and protection against those that aim to harm us. Remember you are the front line, and you are the eyes and ears that protects our contract. So if you perceive a violation may be occurring then request from your supervisor and NOT the lead clerk to see your steward. Remember the union is the only one that can tell you if you have a grievance.

Vacation poll

By now everyone should have been polled for your choice vacation to include Postal Support Employees (PSE's). If you have not been polled for your choice vacation, then ask to see your steward. The choice vacation period shall be from January 1 through November 30 and December 26 through December 31 of the leave year providing the employee has sufficient annual leave. For more information regarding this subject matter, you can refer to the San Antonio Alamo Area Local Memorandum of Understanding. You can reference it at our local's website www.saaal0195-apwu.org.

Holidays

Members here is information for holidays from our National Business Agent (NBA) Office.

Our Senior NBA, Jack Crawford sent the following information concerning holidays. Per the Collective Bargaining Agreement (CBA) and the Joint Contract Interpretation Manual (JCIM) – Article 11.6 is the controlling language as to when the holiday schedule is to be posted.

Section 6 – Holiday Schedule

A. The employer will determine the number and categories of employees needed for holiday work and a schedule shall be posted as of the Tuesday preceding the service week in which the holiday falls. Per the JCIM:

HOLIDAY POSTING – The provisions of Article 11.4. A concerning straight-time pay for holiday work apply to full-time employees whose holiday schedule is properly posted in accordance with Article 11.6.

UNTIMELY POSTING — If the holiday schedule, is not posted by the Tuesday preceding the service week in the holiday falls, a full-time employee that works his/her holiday or designated holiday will receive holiday scheduling

premium for each hour of work, up to eight (8) hours, regardless of whether the employee volunteered to work. If, after the Tuesday posting period, an emergency attributable to Acts of God arises which

requires the use of manpower on that holiday in excess of that schedule in the Tuesday posting?

Peak Season

Many have been asking what happened to all the mail volume (parcels) this year. The heavy volume was present however due to new automation equipment and a new parcel annex it assisted on processing our volume. This peak season was like no other that we had in the past in reference to working many hours of overtime.

Postal Support Annex (PSA)

With the recent peak season now over the union will be meeting with plant operations and In-Plant Support to see what adjustments are needed to maintain the use of the PSA. If management decides to keep jobs at the PSA the union will work on obtaining additional full time positions at the PSA.

Union Meeting

Hope to see new and familiar faces on January 15, 2022 for our next meeting. Come and get involved and help keep the flame of solidarity for your rights and benefits going strong.

Matthew 6:34

“Therefore, do not worry about tomorrow, for tomorrow will worry about itself. Each day has enough trouble of its own”

“A big shout out to all that helped in keeping our union strong and moving in the right direction to fight for our rights, and protection against those that aim to harm us. Remember you are the front line, and you are the eyes and ears that protects our contract”.

SECRETARY TREASURER

JEFF GREENLEE

Exoneration/Vindication



First of all I hope you have had a great Holiday Season...

Secondly, the Union is in good shape financially....

As I reported in the Nov/Dec Dispatch we are in good financial shape but we must not get too comfortable and think that we can spend and buy at will...

ALL members have a responsibility to ensure that your hard earned dues

monies are used wisely, in accordance with law, the Local Constitution, and the best use for ALL the members!

For a more in-depth report please see the November Treasurers Report on page 12.

VINDICATION

On December 20 I received a letter from Elizabeth Powell, APWU Secretary-Treasurer dated December 4, 2021, concerning my appeal of the charges that were presented and voted on at the July General Membership Meeting. Those charges originated because I paid the newly elected (twice) President, Alex Aleman, his full President's salary as was my interpretation of the

SAAAL Constitution. The Trustees/Hearing Committee found me guilty of embezzlement (?). I explained to the members present at the meeting my logic and understanding about the provision in the Constitution, how it unfairly discriminated against Retiree General Officers, who pay full dues, by only paying the President \$1,000 per month, but how they are still considered a full-time officer, that equates to \$5.76/hr.

I also explained if you went by the exact language in the constitution, then the provision applies to those who retire AF-TER becoming President and would not apply to Alex since he was already retired. Unfortunately, my appeal to the membership was in vain, even though I further explained that I was not afforded my rights as an APWU member and was denied due process, I didn't even know that charges were filed against me! The vote was guilty by a vote of 18 to 15. What was really disappointing was that of the 18 votes for guilty, 4 were from Trustee members, 6 were Stewards and 3 were Executive Board Members, please be aware that these officers and stewards deal with process and rights of the members on a daily basis but yet denied me my rights.

But back to Sister Powell's letter. So I appealed the guilty verdict based on a few issues, one was that my rights were violated because I was not afforded due process, secondly that the language in the Constitution allowed me to pay the President his full salary, and lastly that the Constitution in

Article IV, Section 1b unfairly discriminated against full dues paying Retired members.

Secretary-Treasurer Powell then went on in her letter to state in just two sentences. ***"On December 4, 2021 the APWU National Executive Board voted the charges and guilty verdict be dismissed in their entirety with prejudice. The provisions of article 1a and 1b be restored to what they [were] before the changes declared in conflict were made to the local constitution."***

So first of all it must be understood that the National Executive Board voted on this issue, the National Executive Board consists of the National President, Secretary-Treasurer, Vice President, Director of Industrial Relations, the Craft Directors and the Regional Coordinators. They found that the charges, and verdict, against me were dismissed with prejudice. "With prejudice" means that no other action can be filed on that same issue once the case is closed. By dismissing a case with prejudice, the Executive Board has deemed that the case is settled and cannot move forward.

What this decision further states is that the Constitutional language adopted in the SAAAL Constitution Article IV, Duties of Officers, Sections 1a and 1b that were amended in April, 2019 are "declared in conflict" with the National Constitution and our Constitution now reverts back to what it was before said constitutional amendments were made.

Much of this could have been avoided if proper process was followed, rights were protected, and if the Constitutional amendments adopted were not aimed at individuals but instead used for the betterment of the organization as a whole. It is my hope that these types of issues are put to rest but I am skeptical.

GUARANTEED! 100% Return On Your Money!!

Thrift Savings Plan (TSP).....

As the Unions Vice President and now as the Secretary/Treasurer I have on many occasions spoken to members who are looking at retiring under the Federal Employee Retirement System (FERS) program, and after discussion with them about their retirement they realized that by not contributing to the Thrift Savings Plan (TSP) their retirement funds are greatly reduced, which affects their quality of life in retirement.

Vice versa I have spoken to those who did contribute as much as they could and how much better off financially they are when it is time to retire.

It is important to remember that the FERS retirement

"On December 4, 2021 the APWU National Executive Board voted the charges and guilty verdict be dismissed in their entirety with prejudice. The provisions of article 1a and 1b be restored to what they [were] before the changes declared in conflict were made to the local constitution." – Elizabeth Powell/APWU Secretary-Treasurer

continued on next page

system is like a 3 legged stool, one leg is your Postal Service annuity, one leg is Social Security and the other is the TSP. If you remove one of those legs than obviously it is going to affect your retirement.

Especially now when we have so many new PSE's being converted to full-time, the importance of contributing to the TSP is of renewed importance. But, even if you are well into your career as a Postal Employee you should be taking advantage of the TSP Program and understand how it will affect you, and your families, retirement future.

Please remember the TSP is especially important for FERS employees. As a FERS employee, you can receive 2 types of agency contributions to your TSP account, which together can equal as much as 5 percent of your basic pay.

1. Agency Automatic (1%) Contributions. When you become eligible, your agency automatically deposits into your TSP account an amount equal to 1% of your basic pay each pay period, even if you do not contribute your own money.
2. Agency Matching Contributions. When you become eligible, your agency will match the first 3% of basic pay you contribute each pay period dollar for dollar. Each dollar of the next 2% of basic pay will be matched 50 cents on the dollar. You are immediately vested in the matching contributions.

Please also remember that if you contribute just 5% of your salary to the TSP, the Postal Service will match that 5%... where else can you get a 100% return on your investment... that is as close to free money as you will ever get...

Please read the article below and if you have any questions please do not hesitate to call the Union Office.

TSP Investing - Why You Should Start Early

It doesn't matter how old you are, whether you just got a brand new job or if you are only just starting to get a paycheck that is actually decent. You might even just be getting used to paying bills and finally getting to afford certain items that you have always wanted to buy.

TSP investing for retirement might be the very last thing that is in your thoughts at the beginning of a brand new federal or military career; in fact, TSP investing might not even be on your mind at all yet. However, it is definitely recommended by experts to look into TSP investing, no matter how early you are in your personal career. If you begin to look into TSP investing from the very first day, there will be fewer chances of you ever missing the money

that you set aside for it. This would mean that, if you're lucky enough to work for the federal government or military, to get on that bandwagon as soon as you can.

*There are many reasons to support TSP investing as early in your career as possible. **First of all, if you are fortunate enough to get matching contributions, they are something you shouldn't miss since they play a significant***



***role to any benefit of retirement.** Second of all, if contributions remain inside your account for a longer amount of time, you will get to gain more wealth. Money within TSP investing appreciates through investment earnings, which then increases your TSP balance, and in turn goes on in repeating cycle. This would be called **"compounding miracles"**. While your money grows inside your account as more time goes by, the proportion that will result from your earnings will get bigger compared to any proportions that result from individual contributions.*

The overall size of your TSP account balance will depend on the amount that you contribute, the amount that your agency contributes based on your contributions, and how your personal account ends up growing as an overall result of your earnings from these investments. To get a rough idea of what your personal retirement account can look like in the near or distant future, study this example: Let us pretend that you are currently an employee who is eligible to get agency contributions. Let us also pretend that you earn around \$28,000 every year without receiving any salary increases in the future. If you want to save 5% of your average pay every time you get paid, you will get a total of 5% from agency contributions.

The projections of growth described below would be for an assumed yearly return rate of 7% on personal investments.

Percent of Basic Pay Contributed to Your Account (FERS Employees Only)			
You put in:	Your agency puts in:		Total Contribution:
	Automatic (1%) Contribution	Agency Matching Contribution	
0%	1%	0%	1%
1%	1%	1%	3%
2%	1%	2%	5%
3%	1%	3%	7%
4%	1%	3.5%	8.5%
5%	1%	4%	10%

Amounts that you contribute above 5% are not matched.

Five years from now, your overall TSP investing account balance will stand at nearly \$17,000; ten years from now, your overall account balance will have gone up to \$40,000; twenty years from now, your contribution to your overall account balance will have reached \$122,000. It is clear that your overall balance will keep increasing as every year goes by.

*If you contribute for up to forty years (it's possible if you begin working at the age of 23 and don't retire until the age of 63), your overall account balance will stand at **\$615,000 - all merely from contributing an income of 5% from your very first day of working.***

If you look at these numbers, you won't be wondering why a lot of people look into TSP investing from an early age. You can do the same, too.

Used by Permission - Article Source: https://EzineArticles.com/expert/Devlin_Walker/515032

EDITOR/ CLERK CRAFT DIRECTOR "A"

CARLOS BARRIOS

Nightmare on Perrin Beitel Road!!



Greetings, My sincere prayers go out to everyone. I hope that all of you had a wonderful holiday season. Let's take a moment of silence for all the postal family members that we lost and family members as well. Now that we are past 2021 and look forward to 2022 it is time to reflect on being thankful for any negative and positive adventures we had to endure. Resentment, disappointment, concern, and other "negative reactions" are just some of the actions that we must deal with.

Reflection

Ignoring negative feelings can only lead to stress and often an unbalanced life and not to mention a negative work environment. There is so much strength in the words we speak. What we say today creates our tomorrow. If we want a beneficial and prosperous future, then we need to use wisdom and speak words that bring positive results. So when you have an opportunity to say something positive don't wait until someone says something positive to you. Let the joy that you have in your heart burst out.

"Ignoring negative feelings can only lead to stress and often an unbalanced life and not to mention a negative work environment. There is so much strength in the words we speak"

Tentative Contract

The American Postal Workers Union and the U.S. Postal Service have reached a tentative three-year Collective Bargaining Agreement (CBA) announced APWU President and Lead Negotiator Mark Dimondstein. The CBA covers all aspects of wages, benefits, hours and working conditions.

PS Form 1767

You can use PS Form 1767 to report hazards, unsafe conditions, work practice and, in the opinion of the APWU, hostile work environments. You can use this form to report anything that you think could jeopardize your health: Dirty conditions, pests, mold, disturbed or broken building materials (tiles, insulation, etc.) For more information on PS Form 1767 you can refer to page # 18 and page # 19 for unsafe work conditions.

Joint Statement

Is the APWU a signatory of the joint statement on violence? When the joint statement on violence was first proposed to the APWU by the Postal Service the union elected not to be a signatory to this document. The National Association of Letter Carriers and the Mail Handlers quickly found out that APWU was correct in that the postal would apply the joint statement in a disparate fashion. Many actions of this agency has not changed in that they would rather ignore the basic principles of maintain a harmonious work environment. Although we have rules in place they are often not equitably enforced.

Peak Season

The Postal Service hires non-career employees to supplement its regular workforce every year which helps the agency to manage the peak season which all helps reduces staffing costs. The postal service now has created a recruitment and retention strategy to help Human Resources staff to obtain employees to properly train them so they become an integral part of our team.

Unfortunately, the majority of our supervisors we have at the USPS don't have the proper skills to address deficiencies and help assist our employees. What they would rather do is verbally and mentally abuse these non-career employees and then terminate them. The USPS spends millions to hire these peak season employees and the process to get an employee

from fingerprinting to the orientation is costly. The high turnover can be attributed to poor supervisors, scheduling, and the physical demands of the job. If management in San Antonio would exert the same energy in firing these employees and properly address deficiencies

and properly mentor them we would have a greater environment for many to work in.

Board of Governors

The Postal Service has a Board of Governors (BOG) that is responsible for major decisions about the Postal Service's operations, policies, and expenditures. The BOG is made up of eleven members, which includes the Postmaster General and Deputy Postmaster General. Nine of the members, the Governors, are appointed by the President of the United States and confirmed by the Senate. Right now, there are six members and four vacancies on the Board.

On February 24th, President Joe Biden nominated Anton Hajjar, Amber McReynolds and Ron Stroman to fill three of the four openings. Hajjar, McReynolds, and Stroman better reflect the American people and will bring diverse perspectives to the Board. On April 28th, the Senate Homeland Security & Governmental Affairs Committee (HSGAC) held a business meeting to consider pending nominations to the Postal Board of Governors. When DeJoy is ousted we can recapture the pride of the USPS. Back to speedy delivery, reduce slow down and closures.

Stewards

Each section at the Plant has stewards assigned to represent those employees by the Clerk Craft Director. The members do NOT have a choice to select a steward of your choice. If you have been communicated this by any steward or any member please contact me so that I can correct this miscommunication.

MVS CRAFT DIRECTOR

FARON HIERHOLZER

Prosperous New Year in MVS!!



Happy New Year! I hope you all enjoyed the holiday and had some time to rest after a hectic and eventful 2021 year. The Motor Vehicle Service (MVS) had another strong year in 2021 which was stronger than the previous year, and we expect 2022 to be even greater. MVS has gained seven (7) more runs which led to seven (7) more Part

Time Flexible (PTF's) being converted to Full Time Regular (FTR) positions.

Contractors

The union was notified that contractors were performing Motor Vehicle Operator (MVO) & Tractor Trailer Operator (TTO) duties at the new Postal Support Annex (PSA). The union promptly took action and filed a request for information which led to a grievance for contractors performing MVS work at the new PSA. The union made arguments on a past practice settlement that utilizing Full Time Flex (FTF) employees to perform vacant and or open runs was proper. The union also argued the way the FTF's were being scheduled and worked, that was in violation of Article 39 of the Collective Bargaining Agreement (CBA).

Conversions

Management agreed to convert the FTF's runs into full time regular runs with consecutive days off, and also agreed to add a total of seven (7) runs to MVS. This is why it is important to report discrepancies so that the union can file grievances and gain MVS more runs.

MVS now has a total of 101 FTR employees, and a total of 9 PTF's with more entering in soon. Without the cooperation of the membership this could not have been accomplished. I can remember when MVS only had a total of 78 full time regulars and now with your help we have added an additional 23 more.

Members Voice

Remember it is your voice than makes the difference and the union says thanks. Continue to be safe on the roads, and make sure you always are complying with rules and regulations.

Congratulations union brothers and sisters I hope you enjoy your new runs for those of you that put in a bid sheet, and for those PTF's that were converted.

Strong Year

The VMF has ended in a good note for 2021. There were many items tagged with PS Form-4707, and some PS Form-1767 was even filed on some safety items. The union had addressed these issues with management, and the union took prompt action.

Safety

The union filed a safety grievance in regards to an overgrowth by the VMF shop. Soon after the step 1 the issue was resolved and the safety matter was corrected.

On the current vacancies at the VMF none of those positions were filled and therefore those positions now go

out externally for the general public to apply for. With that being said, the VMF is a small operation, and with overtime being mandated, the need to work together as a team has never been so important.

“Remember it is your voice than makes the difference and the union says thanks. Continue to be safe on the roads, and make sure you always are complying with rules and regulations”.

The union has discussed with management with options to catch up on those schedule maintenance. Don't spend time worry about the concerns of other employees and spend time only on what is the task you have otherwise it leads to disputes among employees which may lead to disciplinary action. Let's get on track and work together as a team for this New Year 2022.

Stewards

I would like to give a big shout out and thanks to Mr. Dennis Barboza, Mr. Ron Odom, Mr. Ron Maner, and Mr. Art Casias for all of the for their hard work and dedication to the MVS craft as they continue to make our craft the most organized craft in the APWU. Due to their outstanding work we have employees in the craft that now have shown interest in becoming stewards for MVS. We have currently just added an additional two more stewards to our Craft. This craft is becoming stronger by the day.

Contract

A tentative contract has finally been reached and now the union members have an opportunity to review and vote on the acceptance of this 3-year contract.

Thanks

I like to thank each and every one for everything you have done and continue to do. I would also like to thank those who have served in the military and continue to serve in the greatest military in the world. Thank you again and wishing you a prosperous 2022.

MAINTENANCE CRAFT DIRECTOR

ROBERT PROO

Survival of Maintenance Jobs



Hello Brothers and Sisters

I hope everyone had a safe and wonderful Holiday Season. The Christmas rush is over and it's a New Year with new challenges ahead of us. By now you should have heard that we have a new tentative Collective Bargaining Agreement (CBA) and from what I have read so far I feel that this agreement is favorable to our Union Members. I want to thank our Maintenance

Asst. Craft Director Jarrett Williams our Chief Stewards at the Plant Mike May, Michael Doherty, Albert Cardenas and Steward Tony Ramon and Alternate Steward Nick Di-Pasquale. I want to thank all of you them for their hard work.

It is a New Year (PAR Time) Article 38 Section 5. Selection Methods

A. Preferred Assignment

1. The Employer will maintain and/or establish preferred assignment selection registers. During the first fourteen

days in January of each year a notice advising the employees of the opportunity to submit changes in preferred assignment selections shall be posted on all official bulletin boards at the installation, including stations and branches, to assure that it comes to the attention of all employees eligible to submit forms.

2. The employee shall indicate preference(s) in numerical order for any vacancy that may occur during that year, including tours and days off that they prefer over their current duty assignment. Change in preferred assignment selections shall be submitted on or before January 31. If requested, an employee will be allowed to review the preferred assignment registers and the employee's own preferred assignment selection form(s). If the employee does not submit a change in preferred assignment selections during this period, existing preferred assignment selections shall continue.

6. An employee may submit a new or amended preferred assignment selection form in the following situations:

- A. the employee is promoted;
- B. the employee's duty assignment is eliminated;
- C. the duty assignment would result in the employee being assigned closer to the employee's place of residence;
- D. because of substantiated medical or health reasons whereby continuation in the employee's present assignment would be harmful;
- E. Three times during each calendar year, an employee may submit additional preferred assignment selection forms. The times selected for submitting the additional preferred assignment selection forms shall be at the option of the employee.

Steward Training

I have always advocated for our Stewards to have quality training be made available to them on a continuous basis. I feel one of my responsibilities as a Craft Director is to provide our Membership with highly trained Maintenance Stewards. The future of our Maintenance Craft at the local level depends on this and we should make every effort to have stewards training events for our stewards throughout the year. On February 11, 2022 the Maintenance Craft and the MVS Craft will have joint training at the Local Union Office on Article 16 Discipline and Article 32 Subcontracting.

Mechanic Level 7 (MM7), Maintenance Mechanic (MPE) Level 9 and Electronic Technician (ET) Level 10

Here is a simplified list of the differences in the MM-7, MPE-9 and ET-10 Job descriptions Only ET-10's can be assigned to perform any Mail Processing Equipment Maintenance assignment including inspecting, testing, diagnosis, troubleshooting, repair calibration and preventative maintenance tasks.

"During the first fourteen days in January of each year a notice advising the employees of the opportunity to submit changes in preferred assignment selections..."

Only ET-10's must be assigned to participate in all installations, removal, modification, assembly, and / or disassembly of systems and equipment. MPE-9's and MM-7's can be assigned as well, after ET-10's have been assigned to participate in this work.

Only ET-10's can be assigned to perform final operation checks and test work completed by other maintenance employees.

Only ET-10's can be assigned to analyze reports.

Only ET-10's can be assigned maintenance tasks relating to computer networks and start-up and shutdown procedures of multiple operating systems.

ET-10's can be assigned to provide technical support to other maintenance employees and on-the-job training to other lower level maintenance employees.

ET-10's may be assigned to observe the operation of systems and equipment (Operational Maintenance)

ET-10's may be assigned to test and diagnose malfunctions and / or failures and ensure maximum system performance.

MPE-9's can be assigned to inspect, test, diagnose, troubleshoot, troubleshoot using menu driven computers, repair, calibrate and perform most, but not all, preventive maintenance tasks.

MPE-9's can be assigned to oversee the work of lower level maintenance employees, advising and instructing them in proper methods, and checking for adherence to instructions; or make in process and final operational checks and tests of work completed by lower level maintenance employees. MPE-9's may be assigned to observe various components of systems in operation. (This is arguably "Reactive Maintenance" when troubleshooting and making breakdown repairs).

continued on page 13

ASSISTANT CLERK CRAFT DIRECTOR "B"

ROBERT BUTKE

Fraudulent, Dishonest, Corrupt USPS



Greetings fellow Union brothers and sisters, here's to wishing all had a safe and wonderful holiday season. I'm sure most of us are glad to see the mad dash to the holidays end as many of us worked countless hours of overtime to provide a valuable service to our customers for the Christmas holiday, and their loved ones.

The usual chaos ensued at some of the stations was due to the Postal Service failure to properly staff the clerk craft as to hire sufficient holiday clerk assistants, and/or properly plan and schedule accordingly.

Reports indicate there were carriers used in the clerk craft to do bargaining unit work but surprisingly nothing too extreme except for Encino Park, where rural carriers were used daily and at exceedingly high levels.

Management at Encino Park even hired Assistant Rural Carriers (ARC); holiday help for the Rural Carrier Craft specifically to be used solely in the clerk craft. Some of the ARC's never were even used in the Rural Carrier Craft to deliver mail. This is a blatant misuse of the hiring process, circumventing hiring additional Holiday Clerk Assistants, and approaching new levels of lowness and underhandedness by management. I am never surprised at the level of ineptness that comes from management's way of thinking. Encino Park management was under the impression that if they fully utilize the overtime desired list, then the clerk craft did not have a grievance when utilizing the rural carrier craft to perform clerk bargaining unit work. That could not be further from the truth. Management does not have the right to assign our work to other crafts, even if they have fully utilized the Overtime Desired List. Do not let management fool you! Do Not let them try and take away our work!

Vacation Polling

So, with the usual madness of the holidays at the stations, there was once again confusion when it came to the 2022 vacation polling. Many stations started the polling well after the start date, and we received many calls from clerks stating they were not allowing the proper number of clerks to be off per week due to the negotiated percentages. Postmaster in Del Rio failed to accept the proper number of weeks allowed to the clerk craft based on his lack of knowledge of the contract, and after communication with management at this office, and other stations and associated offices this issue was finally put to rest.

New Contract

We recently received news that a new contract has been tentatively agreed upon and waiting to be put to a vote by the members whether to ratify it or not. While several individuals

have expressed to me their concerns on the issues that they felt weren't addressed, and I truly understand, I feel it is in our best interests to accept the ratification of the contract. We gained increases in our wages, Cost of Living Allowance (COLA) and maintained job layoff protections. There were no givebacks and there was progress for the Postal Support Employees (PSE's). Some of the highlights for the PSE's include: Automatic Conversion of PSEs in Level 20 offices and above, PSEs will be converted to career status upon reaching 24-months of relative standing, and forty (40) hours of advanced annual leave upon completion of an initial 360-day PSE appointment in Level 20 offices and above. I ask our PSE's and all our members to review the contract and the highlights and please make an informed decision on whether to ratify the contract.

“Management does not have the right to assign our work to other crafts, even if they have fully utilized the Overtime Desired List. Do not let management fool you! Do Not let them try and take away our work”

Grievance Payouts and Update

I plan to make this a staple of my article every time the dispatch is published to keep you, the member updated. Recently we received many Step 3 settle-

ments with huge monetary payouts for Encino Park, Cedar Elm, Laurel Heights, New Braunfels, Highland Hills and Serna. The stewards will provide names to the National Business Agent so processing of payment can commence. Thanks to you members that reported these violations to your stewards. If you would like inquiry to that status of your grievance contact your steward. We will try to provide you an update as soon as possible. Just please be understanding that the process can be lengthy but worth the wait as the award settlements have shown.

Integrity

During December, management, and in particular, Encino Park has undertaken a practice of failing to have any accountability of arrow keys, gas cards, postage due, Express Mail, and at times, Registered Mail. Express mail is being treated as regular Priority mail and pitched into the hampers without the carriers signing for the items which are accountable items. These items require the utmost protection. Express Mail still has a delivery time by 600 pm and if it fails the service may have to issue a refund which the union contends makes the item an accountable item. Grievances have been filed accordingly so if this practice is occurring at your station then file a grievance. Management is all about taking short cuts and the clerk craft need to report these violations and protect our jobs.

Retirements

A fond farewell to William (Billy) Littrell, Reuben Santoyo, Todd Van Wagner, and Maria Carden (maintenance craft steward), coworkers and friends of mine at Thousand Oaks and Encino Park that recently retired. They were instrumental in my early formative years when I started my career in the Postal Service. Thank you for your countless years of service and congratulations! I want to apologize if I failed to recognize someone for their recent retirement.

MAINTENANCE CRAFT DELEGATE/ TRUSTEE ALBERT "RED" CARDENAS

Imagine If you will, Safety Really Existed?



Hello brothers and sisters,
I would like to congratulate brother MPE Richard Rose on his retirement and would like to express our gratitude from the maintenance craft for all his assistance and support that he has given our craft.

Summary of new contract changes

Uniform/Work Clothes Program Allowances

- 2.5% increase to the uniform/work clothes allowances in 2022, 2023, and 2024
- Delivery/Sales Service Distribution Associate (DSSDA) will receive Type 1 uniform allowance
- New "Rollover" program where unused funds can be carried over

Additional Maintenance Craft Provisions

- No additional custodial staffing packages will change from MS-47 TL-3 to TL-5 for life of the contract
- Change the calculation method of PS Form 4852 for Juneteenth Holiday
- Annual cap on the number of times an employee can be involuntarily assigned to off-site training courses
- Career employee may request to be tested for maintenance craft positions and if rated eligible may request placement on the appropriate in-service register.
- Updates to the posting of relief assignments in the craft Agreement to consolidate and upgrade multiple legacy jobs
- Employees traveling to NCED for training receive full per diem for length of stay

Mask Mandate

As stated in the Aug 27, 2021 Revised Policy on Wearing of Face Coverings. Which states, *"all employees are required to wear face coverings in the following situations regardless of their vaccination status, or until further notice: When an employee who does not deals directly with the public and cannot achieve or maintain social distancing in the workplace"*. Nowhere does it state that you must be stationary.

The harassment continues for the mask mandate, operations management is harassing maintenance employees and maintenance management is harassing clerk employees as retaliation for operations management's actions. The employees are the only victims because they are complying with the directive dated Aug 27, 2021 from Doug A. Tulino, the Deputy Postmaster General and Chief Human Resources Officer and are still being harassed by Management.

OSHA violations

Meanwhile management continues to allow the violation of many OSHA regulations. Blocking fire extinguishers, power panels, access to doors, damaging equipment, just to name a few. This just delays the mail by not allowing the maintenance access to the machines so that the necessary repairs can be performed.

You, the maintenance craft member have the power to help us defend your rights, and your jobs. Your union continues to fight for our jobs and our rights, but we must be able to prove that there is a need for more work hours and more maintenance employees. So, help your Union, help you! Don't let management threaten you, harass you, or intimidate you, if they do,

ask to see a steward. We as united maintenance craft employees can improve the work conditions in our craft.

Recreation Committee

We as a committee provide funds for a Holiday meal to your sections, this year we were able to approve five dollars per employee

(bargaining and non-bargaining employees). I would like to thank Plant Manager Kim Calderon for finally putting her reservations aside on allowing people to have a meal at the plant, Annex, and the PSA. These funds are **NOT FROM THE USPS or from MANAGEMENT**; these funds are produced by your support of the events like the Family Fun Day at Six Flags Fiesta Texas, other events and raffles we have during the year. The amount your section receives is based on all the employees assigned to your section to include management, clerks, mail handlers, maintenance, MVS, VMF, carriers, etc.

When your section accepts these funds, it is for the purpose of everyone putting their differences aside and just coming together to enjoy a holiday meal, not a time to exclude people because they are not your favorites or because they are in management or a different craft. So, we ask that it be all inclusive and no one be left out. Another topic is employees wanting to exclude themselves and asking for their "money" the money does not belong to the employee, it belongs to the section. If the section votes to have it on a day that you are not there you can still come in and participate on your time or some sections will save a plate for the individuals not present.

Last question we received is, does the supervisor have to receive the money and make the choices for food selection. The answer is NO! The supervisor does not have to receive the money and make all the choices; someone can be selected from your section. It is good that everyone is involved and hopefully has some input as to the menu, day, time, etc. I hope this helps to clarify any questions on the holiday meal funds. We are negotiating a Sea World event and we will continue to keep you posted.

"Meanwhile management continues to allow the violation of many OSHA regulations. Blocking fire extinguishers, power panels, access to doors, damaging equipment, just to name a few"

CLERK STEWARD TOUR 3

ANNETTE MARTINEZ

Postal Support Employees, No Reason to Fear



Hi, my name is Annette Martinez, and as a former Highway Mail Contractor for over twenty (20) years I'm now employed with the USPS as a Postal Support Employee (PSE). Shortly after joining the USPS, I joined the union and became a union steward to help serve the membership. Once one comes aboard as a PSE there is so much information disseminated that it makes the new

journey you set your course excited and full of so much uncertainty. There are so much unanswered questions that some employees are afraid to ask questions.

Ask Questions

Too many times PSE's come across issues and are frightened to speak up or ask management questions because of the fear of retaliation from supervisors. Always remember you have

a voice to address management for any circumstances you are having on the work floor. Address your concerns with the supervisor first and if nothing is corrected then you should ask your supervisor to see a shop steward.

Request a Steward

When requesting to see a steward from management, they have up to two (2) hours to get back with you. Ninety-Five (95) % of the time a steward will be provided on the same day, however, if they don't get back to you within two hours of your request then that becomes another grievance. When a steward can't be provided to you on the day you request for one then the first thing the following day one will be provided when you first clock in. Once you come in to see a steward provide the union a written grievance statement and the union will research to see if your concern is a contract violation. Don't rely on former stewards who may not have your best interest in mind so stay with the current stewards assigned by the Clerk Craft Director.

Higher Level

PSEs can be moved to different pay locations to help support whatever work areas they are needed for except for sections that require a full time regular to be qualified for. For example, working in the Registry Cage, Ramp Clerk, Expeditor Clerk, Lead Clerk or the APBS/SPBS machines. Keep in mind that PSE's will **NOT** be placed in higher levels if there are Full Time Regulars (FTR's) in the building.

Holiday Pay

Some PSEs are experiencing issues with obtaining 8 hours pay for their holiday. PSEs are entitled to six (6) paid holidays and there should not be any reason that PSEs at the plant, annex, or the Postal Support Annex (PSA) get paid differently, request to see a steward.

Overtime

Also, you are entitled to a one (1) hour notification prior to being asked to stay for overtime. If your supervisor violates this simple precept, then follow their instructions and then ask to see a shop steward the next working day. PSEs are guaranteed to work four (4) hours before getting sent home. So, if you are sent home prior to working your hours then file to get paid for the hours up to four hours. And the vacation polling has concluded and if you were not polled for your choice vacation ask to see a steward and file immediately. For those of you at the PSA you have the right to ask for a steward anytime.

Requesting Leave

If you need to request some time off always fill out a PS Form 3971 and provide management with two copies and provide it to your supervisor at the beginning of your Tour. Make sure that you provide management your copy and have them sign

"Once you come in to see a steward provide the union a written grievance statement and the union will research to see if your concern is a contract violation".

where it says, "Supervisor Notified" and keep your copy. And if they don't return a decision before your end of Tour then the leave requested is automatically approved. Ask to see a steward the next day so that your supervisor provides you with the leave you requested.

Injured at Work

If you are injured while working on the clock there is proper paperwork that needs to be filled out so make certain to ask for a steward so that one can assist in the proper handling of your injury. If for any reason you get "walked out" then always plan to visit the main union office at 13102 Lookout Run so that you can provide the union a grievance statement.

Peak Season

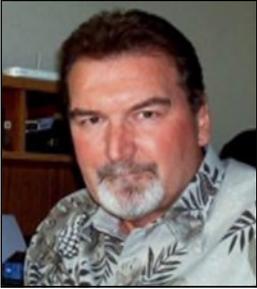
PSEs hired during the holidays are not for seasonal help only. According to the PS Form 50 you get hired for a term for 360 days. Not if you are released due to lack of work then I recommend to obtain a job until the USPS calls you back. It could be several months before you get a call back. Make sure the USPS has a good working number and good email for yourself.

Check your email daily and don't forget to check your spam folder. The USPS can't hire any new PSEs until they exhaust those that were let go during peak season. The union has created a new email address so that the members can reach out to the Directors to address their concerns.

The email address is apwumembers195@yahoo.com

In Solidarity, Annette Martinez

Treasurers Report for November, 2021



November was noteworthy with the following;

Expenditures

Please remember this is a summary and does not include all expenses paid in November.

The Steward Rebates were paid out to the Stewards and Chief Stewards which totaled \$3,275, this is a budgeted item and the funds were withdrawn from the Stewards Rebate Fund.

We also paid out new member incentives \$2,250 with members signing up 15 new members. Please remember that when you sign up a non-member we will pay you a \$150 new member incentive.

Please note that we did NOT pay any VP Salary in November since he has temporarily returned to the workroom floor. The pay he did receive was documented and approved LWOP and Other Compensation for performing his VP duties. Because he has returned to the workroom floor we DO NOT have to pay his benefits and he does NOT get his Full-Time Vice Presidents pay.

We did have the expenses for the November General Membership Meeting that included \$600 for the Gift Card Door Prizes (20 @ \$30 ea.), and \$1,716 for food catering and supplies.

The Constitution Committee met and the associated expense for LWOP and Other Compensation as approximately \$3,914.

We did have the Interpreter Service expense for the General Membership Meeting was \$560.

Also ordered in November were a new set of Checks and envelopes, cost of \$627.

The November/December Dispatch printing expense was \$2,295 and we also had the shrubbery removed from in front of the Union Hall, \$570, and a plumbing service charge of \$350.

Another expense was the Color Copy overage charge from our Office/GMF copiers at \$1,476.

Among the other expenses are the LWOP and Other Compensation to Officers and members associated with their duty assignments.

Also, we have now started to make the regular deposits to our Fund Accounts (\$6,940) every month. While this does not affect our overall Cash Assets it does impact our checking balance.

Checking Account

The beginning checking balance for November was \$269,004.64. We had \$44,662.66 in expenses and \$35,115.67 in deposits. Our Checking ending balance is \$259,413.71.

Funds Account

Our Security Service FCU Funds balance is \$186,615.15. This is higher than last month due to the transfer of funds to the accounts and the balancing of the accounts that was done last month.

Total Cash Assets

Our Total Cash Assets at the end of November is \$446,028.86. This is down approximately \$2,500 from October mostly due to the November Meeting expenses LWOP and other compensation expenses. Our Total Liabilities and Equity is approximately \$852,500.

Also and encouraging aspect is that our Per Capita Income is consistently increasing due to a couple of factors. First of all the officers and members have been doing a great job of signing up non-members, especially PSEs during orientation, also I have been working hard on inputting the 1187s (New Member Signup form) and getting them in the system faster than National was doing it. I also have the capability of addressing dues adjustments.

*****If anyone have a fund that they think we should set up for current, anticipated, or unanticipated expenses whether known or unknown please let me know and we will bring it before the body at our next General Membership Meeting. And as usual if you have any questions or concerns about the Union finances please do not hesitate to contact me.**

Respectfully Submitted,

Jeff Greenlee
SAAAL Secretary Treasurer

Alex Aleman ...

Continued from page 1

Vindicated

On December 20, 2021 I received a letter from the National Executive Board in reference to Case # C21-007, Nick Di Pasquale vs. Alex Aleman. Member Nick DiPasquale filed charges against me and the Secretary-Treasurer Jeff Greenlee, for Embezzlement.

The National Executive Board voted that the charges and guilty determination be dismissed with prejudice. The National Executive Board further stated in the letter that "Alex Aleman made whole for any loss of wages at the PS 9 top step rate. The changes to the local constitution stated in the charges that were in conflict with the National Constitution be voided immediately." The National Executive Board saw that our local language in our constitution was so egregious they ruled the language out of our local constitution immediately!

As a full-time officer of this local I was getting paid a flat rate of \$1,000.00 a month, no PS 9 hourly rate, no sick leave, no holidays. That worked out to about \$5.76 per hour. I am paying full union dues just like everyone else, yet, I was treated different. The National Executive Board ruled that the language in our local constitution was in conflict with the National Constitution. The National Constitution does **not single out a full dues cash paying member who is retired with lesser pay and rights.**

The Administrative Officer and the Hearing Committee (Trustee's) failed to conduct a thorough investigation instead, they followed a political narrative. I have no confidence the Trustee's / Hearing Committee will follow the guidelines for processing charges and afford every member their due process rights. Any member charged should be guaranteed their rights as outlined by the National Constitution and be allowed to confront their accuser in a form of a hearing, I was never afforded a hearing nor an opportunity to confront my accuser, instead I went before the Hearing/Trustee Committee for a question and answer ses-

Robert Proo ...

Continued from page 8

MM-7's May Not be assigned to observe running equipment, May Not perform any troubleshooting, May Not make any diagnosis, and May Not make any decisions or judgment calls.

MM-7's may be assigned to take instruction from MPE9's or ET-10's.

MM-7's may be assigned to perform semiskilled preventive, corrective and predictive maintenance tasks.

MM-7's are not required to read blueprints or schematics.

Maintenance Brothers and Sisters the Postal Service Maintenance Management is in the process of trying to do a new staffing package they have been working on this since November. I was told by management that they were trying to add more positions as always I told local management that Headquarters is just trying to find ways to eliminate jobs as always but we will see. So just like I suspected local management was talking to me about another matter and tells me that headquarter sent back the staffing package and wanted more cuts So what else do you want to cut. I can tell you right now they are not doing another staffing package to add positions but to see where else they can cut. That is why it is important that we properly document and account for the work we do in every workgroup.

There has been some confusion on this and I want to try to clear it up and get the right information out to the Maintenance Membership.

Article 38.4.A. Section 4.

Posting A. In the Maintenance Craft all vacant duty assignments shall be filled as follows:

1. a. When a vacant or newly established duty assignment is to be filled, the Employer shall post for a period of seven calendar days, a notice of intent that the duty assignment will be filled using the appropriate preferred assignment selection register and/ or promotion eligibility register, except for newly established positions as defined in Article 1, Section 5. Such positions shall be posted as they are created and assigned to the craft unit. A copy of the notice of intent shall be furnished to the local Union.

b. When newly established positions as defined in Article 1, Section 5, are created in an installation or when an established position, for which no promotion eligibility register has been created, is added in an installation, the Employer shall post a notice on all official bulletin boards soliciting applicants for inclusion on the promotion eligibility register. The notice shall be posted for thirty (30) calendar days. The employees who apply will receive the results of their application(s) no later than one hundred fifty (150) days from the closing date of the application period, provided the applications have been properly completed by the applicants. Within fourteen (14) days of the date of the receipt of the promotion eligibility register results, a notice of intent to fill the position shall be posted and the position filled in accordance with the provisions of Article 38.

c. In addition, any employee on sick leave or off-site training on the day of posting shall be furnished a copy of any applicable notice of intent. Employees absent for annual leave who have requested in writing, stating their mailing address, shall have a copy of any applicable notice of intent mailed to them.

2. All vacant duty assignments shall be posted by notice of intent within 30 days from when vacancy occurs. If a duty assignment has not been posted within 30 days, the installation head or designee shall advise the Union in writing as to the reasons the duty assignment is being withheld. If a vacant assignment is reverted, a notice shall be posted within 10 days advising of the date of the reversion and the reasons therefore.

3. If the current approved staffing package no longer supports continuation of a vacant duty assignment(s) that duty assignment may be reverted, provided it is not being withheld. The union will be notified within 10 days advising of the date of the reversion(s) and the reasons therefore.

APWU, USPS Reach Tentative Agreement!

The American Postal Workers Union and the U.S. Postal Service have reached a tentative three-year Collective Bargaining Agreement (CBA) announced APWU President and Lead Negotiator Mark Dimondstein.

The tentative agreement was reached on December 9th and, in accordance with the APWU Constitution, was presented by the National Negotiating Committee to the Rank & File Bargaining Advisory Committee. On December 10th, the [Rank & File committee](#) unanimously approved the Tentative Agreement for a ratification vote of the members. The Tentative Agreement has the unanimous approval of the National Negotiating Committee and the support of the National Executive Board.

"This is great news! We have reached an agreement that protects the rights and interests of our members," Mark Dimondstein said. "The tentative National Agreement contains annual wage increases, protection of full COLAs and no-layoff protections, new opportunities for career work, gains for part time flexibles and a host of other improvements." (See summary below)

"I salute the entire bargaining committee for their outstanding and collective work," continued President Dimondstein. "I was proud to serve on the National Negotiating Committee along with Industrial Relations Director Vance Zimmerman, who served as chief spokesperson for the union, Executive Vice President Debby Szeredy, Secretary-Treasurer Elizabeth "Liz" Powell, Clerk Craft Director Lamont Brooks, Maintenance Craft Director Idowu Balogun, Motor Vehicle Director Michael Foster and Support Services Director Steve Brooks. We appreciate the due diligence and hard work exhibited by the Rank & File Bargaining Advisory Committee. Congratulations to every member for Standing Union Strong, All Day Long!" Importantly, APWU members across the country waged a strong campaign "Our Union, Our Contract, Our Future" and united in the demand for a good contract that rewards postal workers for their dedication and hard work. "We look forward to the membership having an opportunity to vote on this tentative agreement that we believe offers significant improvements in the wages, hours and working conditions in all APWU crafts, as well as new opportunities for PTFs and PSEs," Industrial Relations Director Vance Zimmerman said. The APWU National Negotiating Committee will hold a webinar "town hall" with the members December 16th at 2:00pm, 6pm and 9pm EST to discuss the new tentative agreement. Register at <https://apwu.org/townhall>. The APWU is preparing the complete Tentative Agreement to be sent to members with their ratification ballot. Detailed information on the ratification vote will be announced in the near future. What follows are the summary terms of the new Tentative Agreement:

Terms of the 2021-2024 Tentative Collective Bargaining Agreement

Three-year contract: September 21, 2021 through September 20, 2024

General Annual Wage Increases and Cost of Living Allowances (COLA)

- 1.3% November 20, 2021 (Will be Retroactive)
- 1.3% November 19, 2022
- 1.3% November 18, 2023

Six (6) Cost of Living Allowances (COLA) for career employees (March and September of each year) with no change to the current formula based on the July 2021 CPI-W. (After the fourth month of the six-month measuring period, the COLA increase is at \$0.39 per hour and will be based on the January 2022 CPI-W Index)

PSEs receive the general wage increases and an additional 1% increase each year in lieu of COLA (i.e. 2.3% each November)

\$0.50/hour additional increase for PSEs effective the first pay period of the second full month after the Agreement is ratified

- Job Security
- No Lay-off protections for career employees with six years of service remain in full-force and effect.
- Any current career employee on the rolls as of September 20, 2021, with less than six years of service will be included in the no lay-off protections for the life of the National Agreement, providing an additional 72,000 career employees protection from lay-offs.
- 50-mile limit on excessing of employees

The current moratorium on subcontracting of Postal Vehicle Service (PVS) work will continue in its present form during life of the Agreement

Holiday Pay

- Juneteenth added to the holidays for career employees for a total of 11 paid holidays per year
- PTF pay rate will be increased to reflect a total of 11 holidays each year, increase will be effective on January 1, 2022
- Health Insurance

continued on next page

Enhanced Level 8 & 11 Pay Scales. Grade 8 Pay Scale: Bottom Steps FF-AA eliminated with Step A becoming the first Step. New top Step P added Employees currently in Grade 8 will move into new steps while retaining all credit toward next step. Steps FF-BB moved to Step A. Step AA moved to Step B. Steps B-O moved up one Step. Grade 11 Pay Scale increased by an average of 2.3% prior to any general increases or COLAs

Part-Time Flexible (PTF) Work Rules Schedule guarantee of 24-hour per pay period, increased from 2 hours a pay period. Guaranteed at least four hours of work or pay when scheduled. Forty (40) hours of annual leave will be advanced at the start of each leave year for immediate use Guaranteed a minimum of one (1) non-scheduled day each service week except during the peak season exception period with notice Wednesday the week prior. Within 90-days of ratification a One-time Voluntary Transfer Opportunity to residual full time regular vacancies in larger offices within a district.

Automatic Conversion of PSEs in Level 20 offices and above. PSEs will be converted to career status upon reaching 24-months of relative standing Clerk PSEs assigned to offices Grade 21 or higher will be converted to Full-Time Flexible with such assignments made in accordance with the Clerk Craft provisions of Art. 37.4. Clerk PSEs assigned to Grade 20 offices will be converted to Part-Time Flexible. MVS PSEs assigned in any size office will be converted to Part-Time Flexible. PSEs converted under this provision start at a new Step GG in Grades 5-7 and Step A in Grade 8. Automatic Conversion does not apply to PSEs assigned to Grade-4 RMPOs Conversions will still occur prior to the 24-months The "Filling of Residual Vacancy MOU" and Article 37.5.D remains in full force and effect MVS Craft Conversions will be made in accordance with Article 39.2.A.11 Conversion occurring earlier to 24-months start at Step FF for Grades 5-7 and Step-A for Grade 8. **Other PSE Provisions** Forty (40) hours of advanced annual leave upon completion of an initial 360-day PSE appointment in Level 20 offices and above. PSEs assigned to Level 4 RMPOs receive an additional one (1) hour of paid annual leave per pay period upon completion of two (2) 360-day appointments.

PSEs assigned to Level 4 RMPOs upon completion of two 360-day appointments will receive 40 hours of advance leave. PSEs will be offered one (1) non-scheduled day each service week except during peak season with notice the Wednesday the week prior. PSEs assigned to Level 4 RMPOs upon completion of two 360-day appointments will receive 40 hours of advance leave. PSEs will be offered one (1) non-scheduled day each service week except during peak season with notice the Wednesday the week prior.

PSE Staffing

The 12 PSEs per District assigned to Level 4 RMPOs will no longer count against the 20% District cap. 10 PSEs in the 46 Package Support Annexes (PSAs) will not count against the District cap (for a total maximum of 460 PSEs) and will be allowed to work in any facility in the installation the PSA is attached to A four (4) weeks "ramp-up" period prior to the start of accounting period 3, the 20% PSE District cap will be temporarily increased by 1% per week equating to no more than a 4% increase. New protections for the OTDL during "ramp-up" whereby prior to utilizing a PSE more than 8 hours in a day or 40 hours in a service week, qualified and

available employees on the appropriate OTDL will be utilized. No requirement to use an OTDL employee on the second non-scheduled at the penalty rate prior to using a PSE in excess of 40 hours. Uniform/Work Clothes Program Allowances 2.5% increase to the uniform/work clothes allowances in 2022, 2023, and 2024. Delivery/Sales Service Distribution Associate (DSSDA) will receive Type 1 uniform allowance

New "Rollover" program where unused funds can carry over to a successor allowance year. Additional Work Rule Improvements. Remote Encoding Center staffing ratio changed to 62% Full-time Regular and 38% PSE and all career duty assignments are Full-time Regular. 90-day waiting period to use annual leave eliminated for new career employees with 90-days continuous service prior to their conversion.

Updated the Deaf and Hard of Hearing MOU Work Environment Improvement Task Force Work Place Free of Harassment. Enhanced and Expanded Services Environmental/Sustainability issues, EAP, and Child and Elder care, included in the jurisdiction of the National Labor Management Committee District Safety Committees made permanent Right of Union Officials to Enter Postal Installations Regional Safety and Health Representative Training Opportunities Repromotion MOU. Article 8 Task Force to address excessive overtime, particularly in relation to non-list employees. Election Mail Task Force MOU. Full per diem for employees traveling to NCED. Additional Clerk Craft Provisions Window training starts within 10-days after posting of the senior bidder.

Updated NTFT duty assignments language. Pilot program to test new pecking order for the assignment of PTF Hub Clerks. Filling of Residual Vacancy MOU updated. Additional Motor Vehicle Service Craft Provisions. PTFs identified for conversion to FTR converted within 28-days APWU will have opportunity to submit recommendations on new vehicles prior to specifications being sent to contractors and before manufacturing and completion of new vehicles. National committee established to address training initiative and opportunities. HCR limitation on Subcontracting MOU remains in full force and effect. Additional Maintenance Craft Provisions.

No additional custodial staffing packages will change from MS-47 TL-3 to TL-5 for life of the contract. Change the calculation method of PS Form 4852 for Juneteenth Holiday. Annual cap on the number of times an employee can be involuntarily assigned to off-site training courses. Career employee may request to be tested for maintenance craft positions and if rated eligible may request placement on the appropriate in-service register.

Updates to the posting of relief assignments in the craft. Agreement to consolidate and upgrade multiple legacy jobs. Employees traveling to NCED for training receive full per diem for length of stay.

Additional Support Services Craft Provisions. In Material Distribution Centers Maintenance Mechanic General Grade 7 eliminated and Building Equipment Mechanic Grade 9 added.. Penalty Overtime provisions applied to Operating Service employees.

ISSUE: TACS Duties and Responsibilities/Lead Clerks

The parties reaffirm that the language in two national Step 4 settlements (Q10Q-4O-C 15194931 / HQTC20150814 and Q15C-4Q-C18000314 / Q15C-4Q-C 18273555) provides that Lead Clerks perform the duties associated with the Lead Clerk Clock Office Role in TACS.

The Step 4 settlement of Q15C-4Q-C18000314 / Q15C-4Q-C18273555 provides the language which assures Lead Clerk Clock Office Role duties are performed by Clerk Craft bargaining unit employees.

“This will ensure that the TACS duties associated with the Lead Clerk Clock Office Role are performed by Clerk Craft bargaining unit employees.”

These duties include, but are not limited to:

1. Enter, correct and delete leave (any type) into TACS, which has not been entered via eRMS.
2. Enter employee moves into TACS,
3. Enter missing time into TACS,
4. Correct clock ring errors,
5. Enter "no lunch" rings into TACS,
6. Enter guaranteed time,
7. Enter clock rings as per PS Form 1260 and PS Form 1261,
8. Enter disallowed time as per PS Form 1017-A and PS Form 1260 or PS Form 1261,
9. Enter overtime transactions (Scheduled or Unscheduled),
10. Duties associated with entering PS Form 3189, Change of Schedule,
11. Enter higher level,
12. Run TACS reports,
13. Maintain files of forms that support time and attendance entries.
14. Assist the supervisor in preparation and/or submission of a properly approved Form 2240 payroll adjustment.

Red Cardenas ...

Continued from page 10

Trustees

On December 4, 2021, President Alex Aleman received a letter from the APWU National Executive Board that voted that the charges and the guilty determination be dismissed with prejudice, and he's to be made whole for any loss of wages at the PS 9 top step rate. The changes to the local constitution stated in the charges that were in conflict with the National Constitution be voided immediately. Elizabeth Powell Secretary-Treasurer.

On December 4, 2021, Secretary/Treasurer Jeff Greenlee received a letter from the APWU National Executive Board who voted on the charges of guilty verdict be dismissed in their entirety with prejudice. The provisions of article 1a and 1b be restored to what they before the changes declared in conflict were made to the local constitution. Elizabeth Powell Secretary-Treasurer.

I would like to apologize to the membership for not meeting the time restraints for charges filed. We are in receipt of other charges but we are trying to get clarification, if we do not have enough members from the trustees to make up the trial board or if the Chair is not available as I was unavailable due to training for my postal position from Norman, OK. We still do not have a Trustee representative for the MVS craft.

Non-Member List 12/13/2021

Members please review the non-member list below and if you see a co-worker on the list please invite them to join our Union. Remind them that the Union represents the rights and benefits that we have all become accustomed too, especially in light of the new contract just approved. If they sign-up you will receive a **\$150.00** New Member Incentive.

P/L	LAST NAME	FIRST NAME	MI	DCO CRAFT	P/L	LAST NAME	FIRST NAME	MI	DCO CRAFT
000	Briseno	Pearl	R.	Clerk	661	Gonzales	America	L.	MVS
000	Haggerty	Uler	C.	Clerk	707	Bohorquez	Jose		MVS
000	Medlock	Mark		Clerk	707	Yanes	Juan	J.	MVS
000	Salazar	Andrew	J.	Clerk	708	Estrada	Jose	R.	MVS
000	Vega	Michelle	S.	Clerk	708	Gonzalez	Pierre	R.	MVS
001	Quintanilla	Jonathan	M.	Clerk	708	Palacios	George		MVS
010	Rios	Jacob	J.	Clerk	709	Salinas	Richard	L.	MVS
027	Haynes	Sheila	L.	Clerk	706	Charles	Joseph	A.	MVS
041	Padilla	Daniel		Clerk	706	Hernandez	Jesus	H.	MVS
084	Nabers	Lolly		Clerk	706	Jones	Caleb		MVS
135	Beach I	Heith	R.	Clerk	706	Lind	Justin	A.	MVS
135	Dipiano	Dominic	W.	Clerk	706	Moran	William	S.	MVS
135	Rabago	Danny		Clerk	706	Rangel	Victor	A.	MVS
200	Bonilla	Juan		Clerk	706	Riehle	Michael	R.	MVS
200	Fernandez	Daniel		Clerk	706	Stremmel	Andrew	J.	MVS
200	Moreno	Michelle	R.	Clerk	706	Whitehead	Brian	E.	MVS
234	Mayfield	Aubrey	J.	Clerk	708	Angulo	Wilde	H.	MVS
234	Washington	Erica	R.	Clerk	708	Cavazos	Christopher	S.	MVS
235	Weigel	Ronald	W.	Clerk	708	Pena	Joe		MVS
300	Blankemeyer	Dennis	J.	Clerk	000	Ortiz	Teodoro		Maint.
300	Bohleen	Chelsea	A.	Clerk	018	Sabala	Chris		Maint.
300	Calderon	Hector	M.	Clerk	038	Liserio	Robert	A.	Maint.
300	Hoermann	Jerry	W.	Clerk	045	George	Richard	J.	Maint.
300	Valdez	Diva	M.	Clerk	711	Deluna	Mario	A.	Maint.
309	Avila	Ruben	M.	Clerk	711	Funicelli	Anthony	T.	Maint.
334	Preston	Haley	R.	Clerk	711	Lopez	George		Maint.
335	Fields	Lisa	M.	Clerk	712	Abdul Jabbar	Mohamme	R.	Maint.
335	Mcfaddin	Rance	M.	Clerk	712	Aguirre	Manuel		Maint.
335	Richardson	Stephen	C.	Clerk	712	Altwein	Clarence	R.	Maint.
337	Kuzuk	Brayden	W.	Clerk	712	Carlson	Steven	R.	Maint.
337	Styles	Roshelle	D.	Clerk	712	Cruz	Robert	S.	Maint.
340	Gomes	Brianna	N.	Clerk	712	Espitia	Vincent		Maint.
341	Adame	Pedro	G.	Clerk	712	Freeman	Cornell	D.	Maint.
341	Rodriguez I	Ivan	L.	Clerk	712	Garza	Oscar	L.	Maint.
404	Stapper	Deborah	J.	Clerk	712	Herrera	George	L.	Maint.
404	Wahl	Chad		Clerk	712	Seba	Peter	E.	Maint.
506	Martinez	Alma	C.	Clerk	712	Sultana-neill	Mosammat	M.	Maint.
507	Soto	Clemente	G.	Clerk	712	Wright	Daymond		Maint.
611	Nuncio	Lupita	R.	Clerk	713	Bannister	Warren	M.	Maint.
621	Alvarado	Jose	M.	Clerk	713	Trest	Ricky	A.	Maint.
631	Arriola	David		Clerk	732	Akana	Daniel	K.	Maint.
701	Jader	Anthony	A.	Clerk	742	Adams	Christopher	J.	Maint.
701	Maldonado	Christopher		Clerk	742	Delgado	David	I.	Maint.
801	Pedraza	Alberto		Clerk	742	Garcia	Rudyard		Maint.
802	Robles	Norma	L.	Clerk	742	Padilla	Walter	M.	Maint.
000	Belew	Seth	K.	Clerk	742	Sherman	David	L.	Maint.
000	Chesnutt	Marsha	M.	Clerk	742	Smith	John	W.	Maint.
000	Leal	Ashley	N.	Clerk	742	Timmons	James	E.	Maint.
000	Lucas	Devyn		Clerk	742	Trotter	Charles	R.	Maint.
000	Robles	Vanessa		Clerk	000	Clark	James	R.	Maint.
000	Rohrs	Cristina	M.	Clerk	000	Pierre	Sherrie	N.	Maint.



Stand Up for Safe Jobs!

Fact Sheet #2

What You Can Do About Unsafe Conditions PS FORM 1767 & YOU

Management has a legal and contractual obligation to provide a safe work environment. But we have an important role as well.

Look around your workplace. If you see something that concerns you, ask yourself: Can it hurt me? Can it make me sick? If the answer to either question is "yes," then it's unsafe.

What rights do I have?

Section 814.1 of the Employee Labor Relations Manual (ELM) says: "Employees have the right to: a. Become actively involved in the Postal Service's safety and health program and be provided a safe and healthful work environment. b. Report unsafe and unhealthful working conditions using PS Form 1767, *Report of Hazard, Unsafe Condition, or Practice.*"

How do I report a hazard?

Fill out a PS Form 1767

Section 824.631 of the ELM says: "Any employee, or the representative of any employee, who believes that an unsafe or unhealthful condition exists in the workplace may do any or all of the following: a. File a report of the condition on PS Form 1767 with the immediate supervisor and request an inspection of the alleged condition..." *Remember to keep the blue copy of the form. And keep in mind, using the form is most effective if ALL employees take part.*

Where do I get PS Form 1767?

Article 14, Section 2 says: "A supply of PS Form 1767 must be readily available in the workplace..."

Can management retaliate?

No. Section 814.1.e. of the ELM states: "Employees have the right to: Participate in the safety and health program without fear of: Restraint, Interference, Coercion, Discrimination, or Reprisal."

What must my supervisor do?

Section 824.632 of the ELM says: "The immediate supervisor must promptly (within the tour of duty): a. Investigate the alleged condition. b. Initiate immediate corrective action or make appropriate recommendations. c. Record actions or recommendations on PS Form 1767. d. Forward the original 1767 and one copy to the next appropriate level of management (approving official). e. Give the employee a copy signed by the supervisor as a receipt..."

Everyone has the right to leave work in one piece.

JOIN THE FIGHT FOR SAFE JOBS!



Report of Hazard, Unsafe Condition or Practice



Hazard Control Number
(Assigned by Safety Officer)

I. EMPLOYEE'S ACTION

Area (Specify Work Location)

Describe hazard, unsafe condition or practice. Recommended corrective action.

Employee	Signature	Date and Tour
-----------------	-----------	---------------

II. SUPERVISOR'S ACTION

Recommend or describe action taken to eliminate the hazard, unsafe condition or practice. (If corrective action has been taken, indicate the date of abatement.)

Supervisor	Signature	Date
-------------------	-----------	------

III. APPROVING OFFICIAL'S ACTION (Check One and Complete)

- The following corrective action was taken to eliminate the hazard, unsafe condition or practice (indicate date of abatement):
- A work order has been submitted to the manager, plant maintenance to effect the following change:
- There are no reasonable grounds to determine such a hazard exists. This decision is based upon:

Approving Official	Signature	Date	Date Employee Notified
---------------------------	-----------	------	------------------------

IV. MAINTENANCE ACTION (Complete if Necessary)

Maintenance Supervisor	Signature	Date	Date Hazard Abated
-------------------------------	-----------	------	--------------------

General Membership Meeting

January 15, 2022
11:30 A.M.

Union Hall

13102 Lookout Run.

Executive Board Meeting

10:00 A.M.

*****AGENDA*****

Financial Report
Officers Reports

Executive Board Recommendations
Read Constitutional Amendment

Non-Profit Org
US POSTAGE
PAID
Permit #301
San Antonio, TX

American Postal Workers Union AFL-CIO
13102 Lookout Run
San Antonio, TX 78233

The Alamo Area Local Dispatch is
Published 6 times per year. There is
No subscription price.

Ready to Retire?

You can reach out to

Vivian Kolenda
(512) 791-1019



The Deadline for
articles to appear
in the
MAR/APRIL
Edition
Dispatch is

FEB 25

Your cooperation is



WWW.SAAAL0195-APWU.ORG