

DISPATCH

Celebrating Over 100 Years
of Representing Postal Workers

San Antonio Alamo Area Local #195
American Postal Workers Union, AFL-CIO



VOLUME 68 NO. 3

SAN ANTONIO ALAMO AREA LOCAL



MAY / JUNE 2022

PRESIDENT

ALEX ALEMAN

Guaranteed Incidental Leave

Guaranteed Incidental Leave started to evolve in the 1990's because of the grievances filed by the stewards at the

stations. We enjoy guaranteed incidental leave because of the grievance procedure.



Incidental Leave percentage was not negotiated during local negotiations. It was fought for and obtained in the grievance procedure.

Guaranteed leave percentage for incidental

leave was stipulated by management at an arbitration hearing that we had guaranteed leave percentage for incidental leave, as a result, it was awarded to us in an Arbitration Award known as the **"Baldovin Award"**.

Incidental leave is the reminder of the employee's annual leave which may be granted at other times during the leave year, as requested by the employee. Such leave is granted on a first come, first serve basis, and is based solely on the leave percentage found in our Local Memorandum Of Understanding (LMOU) Article 10 (7) leave percentages.

In 1996, Tony Villarreal, then Assistant Clerk Craft Director for the Stations filed a Class Action grievance # 30-TV12-96 on the approval/disapproval of incidental leave, that grievance resulted in the grievance settlement of July 22, 1996. The grievance was resolved as follows:

When an employee request incidental leave on form 3971, the employee is responsible for personally submitting form 3971 to his/her supervisor.

The Supervisor is responsible for approving/disapproving form 3971 by the employee's end of tour.

*In the event the request for leave is disapproved the supervisor will notify the employee by copy of the disapproved form 3971 by the employee's end of tour— **Failure to do so will cause the request to be considered approved.***

The above settlement agreement placed responsibility on both parties to adhere to. The settlement agreement made supervisors accountable when an employee personally submits form 3971 for incidental leave to his/her supervisor. The settlement agreement placed a consequence on management for not notifying the employee by the end of tour.

In 1997 a steward by the name of Ernest Reygadas assigned to Laurel Heights Station filed grievance # 012-EVR97 when a clerk employee was denied incidental leave based on reasons other than the leave percentage. At that time, I was

Clerk Craft Director for the Stations and on 2-27-97, I met with Management's Step 2 Designee Mr. Herb Diaz to discuss the grievance and we resolved the grievance as follows.

The issue concerns contract application of incidental leave. The procedures for requesting incidental leave are found in the LMOU, Article 10(14); union grievance # 30-TV12-96 and Article 10(7)

"The Supervisor is responsible for approving/disapproving form 3971 by the employee's end of tour. In the event the request for leave is disapproved the supervisor will notify the employee by copy of the disapproved form 3971 by the employee's end of tour"

relative to percentages.

The above settlement agreement established that our incidental leave would be based on the leave percentage found in our LMOU and that was important because now we had identified a percentage relative to incidental leave. Both grievance settlements from 1996 and 1997 set the stage for our incidental leave guarantee leave percentage as we know it today! In 1999 Jesse Burch steward at North Broadway Station filed Grievance # 17JB0999 challenging management's decision for denying a clerk employee request for incidental leave and not taking into consideration the leave percentage as per the Step 2 settlement agreement of 2-27-97.

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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

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 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

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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

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Memorial Day, formerly **Decoration Day**, in the United States, holiday, (last Monday in May) honoring those who have died in the nation's wars. It originated during the American Civil War when citizens placed flowers on the graves of those who had been killed in battle. More than a half dozen places have claimed to be the birthplace of the holiday. In October 1864, for instance, three women in Boalsburg, Pennsylvania, are said to have decorated the graves of loved ones who died during the Civil War; they then returned in July 1865 accompanied by many of their fellow citizens for a more general commemoration. A large observance, primarily involving African Americans, took place in May 1865 in Charleston, South Carolina. Columbus, Mississippi, held a formal observance for both Union and Confederate dead in 1866. By congressional proclamation in 1966, Waterloo, New York, was cited as the birthplace, also in 1866, of the observance.

In 1868 John A. Logan, the commander in chief of the Grand Army of the Republic, an organization of Union veterans, promoted a national holiday on May 30 "for the purpose of strewing with flowers or otherwise decorating the graves of comrades who died in defense of their country during the late rebellion." Memorial Day is celebrated on Monday, May 20, 2022.

After WW I, as the day came to be observed in honor of those who had died in all U.S. wars, its name changed from Decoration Day to Memorial Day. Since 1971 Memorial Day has been observed on the last Monday in May. A number of Southern states also observe a separate day to honor the Confederate dead. Memorial Day is observed with the laying of a wreath at the Tomb of the Unknowns in Arlington National Cemetery in Arlington, Virginia, and by religious services, parades, and speeches nationwide. Flags, insignia, and flowers are placed on the graves of veterans in local cemeteries. The day has also come to signal the beginning of summer in the United States.

VICE PRESIDENT

DAVID Z. HERNANDEZ

Union Sets The Standards



Hello Union Brothers and Sister,
Time waits for nobody which is why spending quality time with family and friends is the greatest investment that you will ever make.

So, create those unforgettable experiences because nothing can restore the time you spend with family and friends. The fact re-

mains that as we get older, and time spent in the fast lane of life everything around us gets faster and we realize that we have missed the exit lane to our happiness. Slow down and enjoy life and carve out time to enjoy it. Take time to reflect on getting closer to your beliefs. As for me I have taken time to getting closer to my savior. Too many times we believe that we have plenty of time and then one looks up and time to spend with friends is gone. My prayers and thoughts go out to anyone who has lost a family member or friends. I pray for blessings and the best of health to everyone.

Conference

In June, the Texas Postal Workers Union (TPWU) 2022 Education Conference will be held in Fort Worth, TX from June 9-11, 2022. For more detail information you can find a link on:
TPWU.ORG website.

Conversions

San Antonio will have 45 PSE's converted on May 21, 2022. Just a note for our newly converted PSE's regarding the taking of annual leave. The time frame of having to wait 90 days to take any leave is no longer applicable.

New Sr. MDO

San Antonio Alamo Area Local would like to welcome Fred Germany as the Acting Senior MDO. The APWU as met with Mr. Germany to help resolve discrepancies that most of his supervisors on the floor are causing. Currently, the backlogs of grievances appealed to arbitration are usually caused by management. The apathy attitude is beginning to be addressed by Germany so that grievances can be settled at the lowest level and allowing the supervisors to settle grievances without being micromanaged. Having Germany at the San Antonio P&DC is like a breath of fresh air. Mr. Germany reminds many of the rank and file of former Senior Plant Manger, Bruno Tristan. Mr. Germany has the same qualities in that he exhibits dignity and respect to everyone on the floor and takes time to listen to employees.

Training

During the March membership meeting the approval of the membership was to spend the allocated monies to send our representatives to the conference.

More expenditure was added to our education conference for Ft. Worth, and we must all consider the cost that the upcoming National Conference in August 2022 will cost the local. I'm all for the training of our stewards, and I perceive that our directors also feel the same way. We must also learn from our past and control our spending. Let's not spend without regard to staying within our fiduciary responsibility.

PSA

The Postal Support Annex (PSA) work associated with the mailing of Covid Kits has slowed down. In-Plant Support (IPS) has informed the union that there is no clear certainty about the future of the PSA. Those of you at the PSA have every right to exercise your right and bid out. If it does close and you remained at the PSA management will assign you as an Unassigned Regular (UAR). As work has slowed down career employees are being moved to the Plant or Annex to keep them gainfully employed which management has the right to do. Some have inquired whether they are entitled to work overtime when moved from their domicile job assignment to the Plant. Our Local Memorandum of Understanding (LMOU) is clear on overtime is issued by sections and tours. Hopefully we can get the PSA back up and fully staff again.

Back to Work

Once again, I have returned back to the work floor for just few a pay periods or so, as promised. I enjoy being available to assist the members with any questions. I would like to thank those of you who appreciate my presence on the floor to help the members.

You will also hear the negativity of some members about me doing this or the gossip, but yet no one has come up to me to say to question me to go back or that was wrong in my decision to assist the members. You should always ask questions and not just go with what you hear. I feel as long as I'm not hurting the members and continue to help represent the members and not neglect my duties as your Vice President, I will continue to do what's best. In my last article I mention that we should just move forward and do what's best for our members, but here we go again, most of you all know about another Constitution Amendment coming up for a vote in May.

A new amendment is being proposed for removing the full time Vice President from our local. If the vote passes it will impact any future member that has any desire to become a future vice president. Please come out to the May meeting and listen to both sides. Let the vote you make be for the best interest of the members and not for the best interest of one. My door is always open for all union members!

Romans 15:13

"Now may the God of hope fill you with all joy and peace in believing, that you may abound in hope by the power of the Holy Spirit"

"A new amendment is being proposed for removing the full time Vice President from our local. If the vote passes it will impact any future member that has any desire to become a future vice president. Please come out to the May meeting and listen to both sides. Let the vote you make be for the best interest of the members and not for the best interest of one"

SECRETARY TREASURER

JEFF GREENLEE

The Business of the Local/The Local AS a Business



First of all, I hope you and your families are safe and healthy. For now, it seems the worst of the Pandemic is behind us, but we must remain vigilant and protect ourselves.

The Business of the Local

The business of Labor unions is to protect the rights of workers in specific industries. A union works like a democracy in that it holds elections for

its members that seek to appoint officers who are charged with the duty of making decisions for union participants.

A union is structured as a locally based group of employees who obtain a charter from a national organization.

Dues are paid by the employees to the national union, and in return, the labor union acts as an advocate on the employee's behalf.

The Local AS a Business

It is important to understand that although the "Business" of the local is representation, and all that entails, the Local must also be run as a business to remain financially viable and enable the officers to represent the members to their fullest ability.

Let me state that every Check, Electronic Funds Transfer (EFT), ePay, deposit, bill, invoice, charge to the Local's Debit Card, has a paper trail with a voucher or authorization attached and is charged to the appropriate expense account.

The expense accounts are used for bookkeeping purposes and reports to the Department of Labor and IRS. NO expenditure is made without such authorization. The authorization comes from the President, Vice President, or the members.

Every expenditure is detailed and reported to the membership at the General Membership Meeting for discussion. 90% of the expenditures on the financial report are on each report every month, just as you have many of the same monthly bills at home, so does the Union. These bills include such items as officer salaries, labor organization dues, deposits to funds, payroll and other taxes, phone bills, electric bill, water bills, office equipment leases, building security, etc., and the amounts may vary slightly but only by small amounts, and some of those do not change at all.

Every check the Local writes, every deposit, every electronic transfer to cover these expenses is reported at the General Membership Meeting where each expenditure is open to discussion.

Approval of the Financial Report is authorization for the expenditures and has been for the as long as I can remember.

The financial records of the Union are inspected each month by our accountant, and once each quarter by your elected Trustees, three from the Clerk Craft and one each from Maintenance and MVS.

Your Trustees certify each transaction looking for proper paper trail, authorizations, and check management. The Trustees work closely with me to identify any discrepancies and how to better resolve issues that may arise. I am proud to report that since I became the Secretary-Treasurer the Trustees have not found any major discrepancies in my bookkeeping process.

Needless to say, to properly maintain the financial records of the Union takes time and that is where the local pays the Secretary/Treasurer to maintain the financial records of the local and serve the members.

The financial records of the Union are open for inspection by any member because it is important that transparency and

accountability be the foundation of any organization, especially your Union.

I am proud to report that the financial health of the Local is good and promising. In order to maintain that financial health, it takes **discipline and common sense** which will allow this Local to continue to be financially strong. A financially sound Union enables your leaders to be strong advocates for your contractual rights.

"We as members and officers have a responsibility to maintain fiscal responsibility, avoid frivolous or unnecessary expenditures, avoid the temptation to spend money just because at this time we are in good financial health. It was not in the too distant past (2018) when uncontrolled spending took us to the brink of bankruptcy."

We as members and officers have a responsibility to maintain fiscal responsibility, avoid frivolous or unnecessary expenditures, avoid the temptation to spend money just because at this time we are in good financial health. It was not in the too distant past (2018) when uncontrolled spending took us to the brink of bankruptcy. There was even a motion made at one of our General Membership Meetings to sell the Union Hall. We must exercise constraint in the allocating of Union funds and ensure that such allocations are proper, essential, and in the **best interest of ALL members**.

At this time, we are in good financial shape, but we must remain vigilant and control spending if we are to remain solvent. Please remember that ALL members have a responsibility to ensure that our hard-earned dues monies are used wisely and to the benefit of all members.

SAAAL Constitution

I am sure that some of you are aware that there will be a Constitutional Amendment coming up for vote at the May General Membership Meeting.

continued on next page

While I will not discuss the issues at this time, there will be plenty of time for that later, I do want to pass along to you the reasons the Constitution should be amended from time to time.

The Constitution is not a static document. It must evolve, much as our Union has evolved. It is one that needs to be amended periodically to bring it up to date on specific issues that affect the structure of your Union and how to govern the Local. Times change and with it come new challenges. Interpretations change so language needs to be corrected. Some of these challenges were not foreseen when the original Constitution was created, some language has been interpreted in different ways than originally intended, and some language is just plain out of date.

It is not an easy task, nor should it be, to amend the Constitution as it takes a 2/3 majority at the meeting to carry the amendment. The Constitution should not be amended to promote one's agenda or vendetta; it should not be amended to change the outcome of an election or used to target an individual or group of individuals. That is why it is in every member's interest to get involved, come to the meetings, participate in the operation of your Union and in the debate over the amending of the Constitution, let your opinions be known.

In May, we will be voting on whether to change our now Full-Time Vice President to not full time. While there are arguments on both sides, the motivation behind this particular amendment will be discussed during the discussion phase and whether it is being proposed for the benefit of the members or is it based on other motives.

Please come to the May meeting and get involved in the operation of your Local and participate in the process of this constitutional amendment.

New Members

I would like to congratulate the members who have been doing a great job of signing up new members. The MVS Craft Director, Faron Hierholzer, and Assistant Director, Dennis Barbosa, have been doing a great job for their craft.

A shout out to your President, Vice President, and Clerk Craft Director – Plant for signing up most of the new PSEs at orientation

Since the beginning of the year, I have processed almost 100 new members resulting in approximately **\$30,000** in additional per capita dues for the Local.

Members are the lifeblood of our Union. Without a strong and vibrant membership, the ability of the Union to be a strong force against the abuses of management would be severely diminished. Keep up the good work!

Bexar County Appraisal

I have just found out that our property valuation increased by almost **\$52,000** to over **\$554,000**, with an increase of **\$1,300** to over **\$14,000** in taxes.

It was just a few years ago in 2016 that the property was valued at only **\$263,500**. In 2017, they tried to raise the value by **\$114,000** but I was able to appeal that valuation and they only raised it **\$61,000**.

I will research our property valuation with others in our area, and take in other considerations, and then we will make a decision on whether to appeal or not. I will make a report at the May General Membership Meeting.

For Members Only

Members, If you would like to receive updated information, job bid vacancies, detail assignment notices and other information and news from your Local APWU then please e-mail

Secretary/Treasurer Jeff Greenlee at jeffgreenlee0195@att.net and request that your e-mail address be added to the mail list.

Once your membership is verified your e-mail address will be added to the mail list and you will start receiving the NewsFlashes and E-Flashes.



If you are currently on the mail list, be sure to check your SPAM folder periodically because some ISPs (Internet Service Providers) will not recognize the Locals address and throw the e-mail into the SPAM folder. A way to possibly solve this problem is to put the NewsFlash internet address in your contacts.

Please note that your E-mail addresses are secure and will not be transferred, sold or otherwise disseminated to any individual or organization.

EDITOR/ CLERK CRAFT DIRECTOR "A"

CARLOS BARRIOS

Avoid Pseudo Help, Seek the Union Stewards



Greetings sisters and brothers,

I want to thank all the clerk stewards who have been filing grievances and maintaining confidentiality which is the number one priority to our members. These young core of stewards have a great potential of becoming very strong and powerful advocates of the contract. We have a group of stewards that the members don't have to worry about their

business being spoken all over the workroom floor or be provided erroneous information.

Postal Support Employees (PSE's) On May 21, 2022 there will be at total of forty-five (45) PSEs converted to Career. This is an awesome time for these PSEs who now will obtain more pay, now have sick leave, and have 11 paid holidays just to name a few of the benefits.

Injured Employees

If you get injured at work it is important to report it as soon as possible. Understanding basic information regarding the Office of Workers' Compensation Programs (OWCP) claims process can be beneficial in expediting an your claim to get approved. Postal employees are civilian employees covered by the Federal Employees' Compensation Act (FECA).

There are two basic claims that one can be made when injured.

- One can file a CA1 which is for a Traumatic Injury which is caused by a specific event or incident or a series of events or incidents within a single workday or shift. The employer is also required to issue Form CA-16 "Authorization for Examination and /or Treatment" to the employee when notification is given within 7 days of the injury date. Make certain to take this form with you when the agency takes you to Texas Med Clinic or the Hospital.
- The Second type of injury is an Occupational Disease or Illness/CA2 which is caused by a series of events or incidents over period.

Out Due to Injury

If you are injured and out of work then it is the responsibility of the employee and **NOT** the Union Director or Shop Steward to take your CA-17 or additional documents to your supervisor. This is done to protect the integrity of the employees medical issues and stay within the laws of HIPPA.

Burrows Memorandum

Also, if your treating physician deems you not able to perform the job that you are currently holding then the employee can obtain a note from their Doctor on an official Letterhead saying that within six (6) months they will be able to perform their job assignment.

If after six (6) months the employee still can't perform the job due to their injury then they can obtain another letter for another six (6) months to hold their job assignment. If after a total of twelve (12) months the employee still can not perform the core duties of their job assignment then the agency will deem them as an Encumbered employee also known as Un-assigned Employee (UAR).

Remember it is the responsibility of the employee to provide management with all the supportive documents. If you are doing so, and the Postal Service fails to follow these basic principle arrangements between the USPS and the American Postal Workers Union (APWU) then the employee must provide the union steward of their section a statement.

"Understanding basic information regarding the Office of Workers' Compensation Programs (OWCP) claims process can be beneficial in expediting an injured employee's claim approval"

Non-Compliance?

Whenever the Postal Service fails and or refuses to abide with an arbitration award or grievance settlement then that is what constitutes a non compliance. Most arbitration awards or grievance settlements are clear and unambiguous. If the arbitrator

retains jurisdiction, then either party can go back to the arbitrator for clarification or to request a further ruling on the remedy. If the arbitrator has not retained jurisdiction, and the parties cannot mutually agree to seek clarification, it may be necessary to file a new grievance.

Steward/Union

It is the best interest of the employee to seek the current union stewards concerning their injury. Doing so will help keep the confidentiality of your case private. Not everyone who were former union stewards are subject matter experts or have your best interest.

ECOMP

Attention employees if you are injured on duty you should be filing OWCP claim online through the Employees' Compensation Operation and Management Portal (ECOMP). The Department of Labor (DOL) reports that ECOMP filing is more secure than paper based filing and it permits more efficient data management. It provides a streamline ability to track your status of forms and documents submitted on ECOMP.

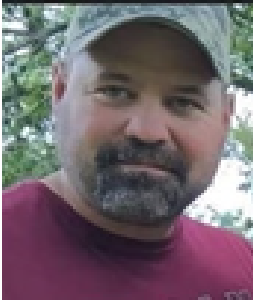
If an employee elects to use the manual filing, management must accept and process paper claim forms. Refusal may subject them to a fine of not more than \$500 or one (1) year in prison, or both (ELM 542.33). To use ECOMP. Claimants must create an account with a unique user ID and pass code. ECOMP is maintained by the Department of Labor and is easily accessed through its public internet site.

To register, find user guides, video tutorials and to learn more visit the following: <https://www.ecomp.dol.gov>

MVS CRAFT DIRECTOR

FARON HIERHOLZER

Delusional Sense of Hope



As Aristotle once said, "We are what we repeatedly do. Excellence then, is not an act, but a habit." So too are the employees of the Motor Vehicle Service (MVS) craft. This quote greatly defines the efforts of the MVS craft.

Veterans

The United States Postal Service (USPS) employs over 97,000 veterans which is approximately one-sixth (1/6)

of its workforce. I like to take this opportunity to salute all those who have served in our armed forces, those of you who are our currently serving, and those who plan to join the ranks of America's greatest Heroes. Thanks for bringing your talents to our the postal service.

Class Action

A class action grievance has been file against the devious efforts of management for subcontracting work out of the MVS craft. Management provided contractors work to make trips runs at the Postal Support Annex (PSA). The USPS continues to violate Article 32 of the Collective Bargaining Agreement (CBA). In 2016, Arbitrator Das ruled that the USPS violated the CBA by not notifying the union of its intentions of subcontracting.

Although the USPS was ordered to cease and desist of the violation of Article 32, the USPS continues to not comply to the ruling. Yet when management elects to issue discipline for a particular action to bargaining employees, the hypocrites suddenly grow a conscience and act as they have followed the rules implied by an Arbitrator or the CBA.

Management and the Union agreed to make those bids available along with the Full Time Flex (FTF) runs in mid to late December 2021. The union also argued that the FTF runs were circumventing the CBA.

Management was using these FTF's as Non-Traditional Full Time (NTFT) employees. The union prevailed on this argument, and management agreed to convert the FTF runs into runs that career employees could select from.

After these bids, management congratulated each employee who chose to bid, and those who were getting converted from a Part Time Flexible (PTF) to a Full Time Regular (FTR). Management informed several employees they could not file a grievance to be converted, and that it was not a grievance.

Remember that the Union is the only entity that decides whether a grievance exist or not.

The PTF's requested from the union to file a grievance against the cunning actions of management. Postal management told the PTF's that they were going to be converted and as of the writing of this article it has not occurred. Once again, management is giving employees false hope, and demonstrating how well they destroy morale. Rely, on the truthful actions of the union to bring you facts and not a delusion.

Management is as truthful to their employees as much as the early Americans were to the native American's. The union will fight to get the PTF's converted and include back pay and benefits that were pilfered.

"Management is as truthful to their employees as much as the early Americans were to the native American's. The union will fight to get the PTF's converted and include back pay and benefits that were pilfered."

As the union receives up-dated information regarding this grievance, we will keep the rank and file updated. Along with this grievance the union also filed to allow the PTF's to sign up on the overtime desired list which

management denied as well. Unfortunately, because of management's denial of these conversions this has also put a delay on other PTF jobs in MVS.

Several employees have also requested to speak to their steward about being bypassed on overtime. The union filed a grievance and found management bypassed several employees, and now management has agreed to sustain the grievance. I encourage you to stay on top of your overtime and speak up and notify the union of the violations of the supervisor that are assigned to MVS.

Policy

The union met with management about the updated facemask policy that allows the employee to decide for themselves to wear it or not. And also to request that the tables and chairs be placed back in the break room for the drivers. Management agreed with the union they would return the table and chairs back in the MVS room. The union has also demanded that bidding in the MVS craft be done in person.

VMF

Vehicle Maintenance Facility (VMF) management continue to work penalty overtime to get caught up on the Preventive Maintenance Interval (PMI).

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MAINTENANCE CRAFT DIRECTOR

ROBERT PROO

Contract Update from APWU



Hello Sisters and Brothers,

I hope everyone safely enjoyed the Fiesta celebrations and every one of our union sisters and brothers are in good health. Thanks to Assistant Craft Director Jarrett Williams, Chief Stewards Mike May, Albert "Red" Cardenas, Michael Doherty, and Tony Ramon Jr. for all their hard work.

Edit MS-47 Handbook to reflect Juneteenth as Holiday Issue
 Edit MS-47 Handbook to reflect Juneteenth as an official holiday, reducing 1,760-hour man-year to 1,752.

The parties agreed to change MS 47 TL 3 and TL 5 man-year to 1,752 hours. Beginning in 2022, The Postal Service will recognize the Juneteenth National Independence Day as a holiday for full-time and part-time career employees. Accordingly, PS Form 4852, Workload Analysis and Summary, shall be updated to change the calculated work years from 1760 hours to 1752 hours.

Thanks to the members who voted at the March meeting to send all Craft Directors, Assistant Directors, and Stewards to attend the Texas Postal Workers Union Educational Conference this June. All the crafts will receive valuable information to best represent our union sisters and brothers.

"Thanks to the members who voted at the March meeting to send all Craft Directors, Assistant Directors, and Stewards to attend the Texas Postal Workers Union Educational Conference this June. All the crafts will bring back valuable information to best represent our union sisters and brothers"

NST ET-11 Pay Raise Issue: Hourly rate of pay between ET-10 and ET-11 is insufficient and results in lack of promotions to NST ET-11. Agreed to and signed at the Article 9 table.
Relief Assignments Definitions Issue: Clarification and additional requirements on use of relief assignments.

Maintenance Contract Update (from APWU.ORG)

Here are some highlights of our new Collective Bargaining Agreement. Per Diem for Maintenance Employees at Off-Site Training Issue: Incentivize maintenance craft employees to volunteer for off-site training and minimize involuntary selection.

The United States Postal Service and the American Postal Workers Union, AFL- CIO, agree that it is in their mutual interest to increase participation in off-site resident training for Maintenance Craft employees covered by Article 38 of the National Agreement at the National Center for Employee Development (NCED).

To that end, the parties agree to pilot a per-diem meal allowance for Maintenance Craft employees attending such training. Within ninety (90) days of the effective date of the 2021 National Agreement, the parties will meet to discuss the current Postal Service policies and obligations regarding meal service at the NCED. The starting date of the pilot will be no later than six (6) months from conclusion of the above referenced discussions unless it is mutually agreed upon by the parties to extend the start date.

The pilot will continue for a period of at least three (3) years, commencing on the date that employees subject to this Memorandum of Understanding are first provided the full per-diem allowance.

TL-3 to TL-5 Conversion Suspension during 2021 Collective Bargaining Agreement Issue: TL-5 was doomed to fail (and has failed). Management to suspend all TL- 3 to TL-5 conversions. The parties agree to suspend any further custodial staffing conversions from MS-47, TL-3 to TL- 5 for the duration of the 2021 Collective Bargaining Agreement.

Language: Amend Article 38.7.C. as follows: Newly created and reposted relief assignments shall be by occupational group and tour. Positions posted prior to ratification of the 2021 national agreement are not subject to this section. Relief positions shall be no greater than 10% (or 1 minimum, at least) of the occupational group and tour.

Job Consolidation MOU (The following occupational groups shall be consolidated or upgraded)

The parties agree that the following position descriptions are eliminated and will be reclassified as enumerated below. Incumbents of these positions will be considered qualified for the job into which they are being placed. These employees will be assigned to their current schedule (tour and days off) and will be ranked retaining their current seniority date.

- *Elevator Operator Level 4 will be reclassified as Labor Custodian Level 4.*
- *Laborer Materials Handling Level 4 will be reclassified as Labor Custodian Level 4.*
- *Fireman Laborer Level 5 will be reclassified as Building Maintenance Custodian Level 5.*
- *Materials Handling Equipment Operator Level 5 will be reclassified as MM Level 7*
- *AMS and Letter Box Mechanic Level 8 will be reclassified as AMT Level 9.*
- *Letter Box Mechanic Level 8 will be reclassified as AMT Level 9.*
- *Machinist and Maintenance Electrician Level 8 will be reclassified as BEM Level 9.*
- *Carpenter, Painter, Plumber, and Welder Level 08 will be reclassified as BEM Level 9.*

continued on page 16

ASSISTANT CLERK CRAFT DIRECTOR "B"

ROBERT BUTKE

Postal Cash Cow



Greetings fellow Union sisters and brothers,

first, as I am writing this, it was just announced that 45 PSE's will be converted to career no later than May 21, 2022. Congratulations to all who have met this milestone in your postal career.

I wanted to address management personnel (Supervisors and Station Managers) as well as other crafts,

carriers and maintenance custodians working in the Window Lobby. This is an area where we as clerks **MUST** protect our work!!! We are all in this together! This is not just a window clerk area of responsibility but if any clerk observes anyone other than a clerk working in the lobby, this should be reported

to a steward and accompanied with a detailed statement and or bargaining unit work log so a grievance can be filed. Management is under the impression that they have a right to perform the work out in the lobby because they are being told

by their CSOM that they are needed in the Lobby to provide customer service. Work performed in the lobby is to be performed by a Lobby Assistant, which is primarily the Lead Window Clerk, but other window clerks can perform the role of a Lobby Assistant as well. Engaging and greeting the customers, answering their questions, preparation of the customer before they get to the window counter, assisting the customer to assess their mailing needs to the products the service provides, stocking of supplies in the lobby, getting customers to the correct line for the window for financial transactions or customer service door (Dutch door) are all duties of the Lobby Assistant, not for management.

"I wanted to address management personnel (Supervisors and Station Managers) as well as other crafts, carriers and maintenance custodians working in the Window Lobby. This is an area where we as clerks MUST protect our work!!!"

Incidental Leave Request

All too often I hear employees that are requesting for incidental leave are not taken the proper steps to secure their leave. Its bad enough management will try to pull the wool over many clerks' eyes who don't know what their rights are when requesting incidental leave but to shoot one else in the foot when submitting for time off because steps were skipped or for just not following the proper process.

When submitting a 3971 to management personally, DO NOT leave a 3971 on the supervisor's desk, employees should ensure the supervisor acknowledges they have received the 3971 by having them sign and date in the "Signature of Supervisor and Date Notified" if the leave is not immediately approved. Employees should then make a copy of the 3971 if not submitting two copies. Please remember that locally, it has been negotiated that the 3971 must be returned to the employee approved or disapproved before the end of the employees' tour. Not 24 hours, not two days, but by end of tour.

Article 10.15 of the LMOU reads as follows:

(15) The employer agrees that the following policy and procedures will be utilized in submitting and approving/disapproving applications for employees' remaining leave as provided for in Article 10, Section 3, paragraph D.4 of the current National Agreement.

- a. Such Leave will be granted on a first come, first serve basis.
- b. The employer will approve or disapprove the application for leave within a reasonable period of time. The employer will make every reasonable effort to approve or disapprove the employees' request before the end of the employees' tour on the date submitted provided the employee submitted the request personally to the employees' immediate supervisor. If the request is disapproved, the employees' supervisor shall annotate the reasons for disapproval on the PS Form 3971 and sign the form in the appropriate block and return the form to the employee. I cannot stress enough that it is imperative for the employee to have a copy of the 3971.

This is the controlling document, so whether management has approved it or not it must be returned by the end of tour. If the request for incidental leave is not returned by the end of tour, it should be considered approved.

In addition, the leave percentages allow for a 13.7% of the authorized workforce to be authorized annual leave. So, depending on what station or branch you currently hold a duty assignment that could be anywhere from one to three employees off per week for annual leave. If you are unsure, please ask your steward.

Grievance Payouts & Updates

Once again, the local has received new grievance settlements for the stations and branches. Your stewards are working hard to hold management accountable for the blatant violations that are occurring at the stations and branches.

Encino Park, NECA, Downtown, and Alamo Heights received over \$57,000 in whole in the current round of settlements. Names for the settlements will be provided to our NBA, Jack Crawford, as soon as possible so they can be paid out. It takes a total effort from the employees reporting the violations to the stewards taking the time to process the grievances. Much appreciation to all members that helped report these violations to protect the clerk craft. A friendly reminder, please be patient in the process of providing the names for payment.

Our stewards are constantly providing representation in many forms and continue to file grievances, but names will be remitted as soon as humanly possible.

MAINTENANCE CRAFT DELEGATE/ TRUSTEE ALBERT "RED" CARDENAS

Lack of Safety Measures



Hello brothers and sisters,

Thanks to the maintenance craft for the opportunity to represent you as your Maintenance Craft Delegate and Trustee. I also thank the membership for allowing me the opportunity to represent you at the TPWU (Texas Postal Workers Union) convention in June.

Current News

Wishing John Schul a happy retirement! It has been an honor working alongside you and your knowledge and friendship will be missed. Finally the mask mandate is gone but this pandemic showed us how easily management can and will weaponize their own interpretation or fabricated policies that went against the contract and agreements at the national level. They removed your break room accommodations but management kept all there accommodations in their break rooms and conference rooms.

"Management failed to follow Covid cleaning protocol; they did not clean and sanitize the doors, turnstiles, keypads, feeders, computers, restrooms, etc. as required by managements own COVID toolbox directives. Your union leadership is continuing to fight against their capricious decision making and holding them accountable for their blatant disregard for our Collective Bargaining Agreement"

As of the submission of this article they have yet to restore all the employee accommodations, quick to take away but extremely slow to return it back, they failed to abide to the stand up talk requirement notifying employees of positive cases at the plant and notifying affected employees that were identified through contact tracing if the employee may have been affected. Some members of management went as far as directing employees to come to work even when their family members were positive with COVID. Management failed to follow Covid cleaning protocol; they did not clean and sanitize the doors, turnstiles, keypads, feeders, computers, restrooms, etc. as required by managements own COVID toolbox directives. Your union leadership is continuing to fight against their capricious decision making and holding them accountable for their blatant disregard for our Collective Bargaining Agreement.

Memorandums of Understanding (MOU) extending the selling back of 80 hours of leave for year 2022 and being able to carry over a maximum of 520 hours of accumulated annual leave from leave year 2022 to leave year 2023. If you are retiring some employees have asked, "What amount of annual leave someone would be compensated for when they retire?" According to information from Charlie Cash the Industrial Relations Director; Employees who are retiring are governed by ELM section 512.7, 512.732 b. states in part, "Bargaining unit employees may receive a lump sum payment...for accumulated annual leave carried over from the previous year; accrued annual leave for the year in which they separate, up to the carryover maximum for their bargaining unit...."

Currently, the maximum number of hours allowed to be carried over is 520; therefore employees can be paid that amount.

Current maintenance news

Annual Offsite training Article 38.6.A.4, As amended will limit the number of times maintenance craft employees are involuntarily selected for off-site training courses to no more than three (3) within a 12 month period. Employees traveling to NCED for training will receive full per Diem for length of stay. When the effective date is provided it will be announced.

Career employees may request to be tested for maintenance craft positions and if rated eligible employee may request placement on the appropriate in-service register.

2.5 % increase to the uniform/work clothes allowances in 2022, 2023, 2024 and a new "rollover program where unused funds can carry over to a successor allowance year.

TSP

According to a TSP news release, A new account dashboard is coming in June that is supposed to give us immediate access to review and request transactions when, where,

and however we want. We will be able to easily check account balances and manage our investments with a streamlined, at a glance view.

Reminder that the dates of the transition are May 16 to the first week in June; all transactions will be temporarily unavailable during May 26 to the first week of June; full access and transactions restored the first week of June. During the transition period, your TSP savings will remain invested in the funds you have chosen. Payroll contributions and loan payments will continue. Download any historical documents that you may need because they will not transfer to the new system but you will be able to request them if you need them later. The maximum elective deferral limit for 2022 is \$20,500 and the year you turn 50 or if you are over 50 the catch-up contribution is \$6500.

Trustee and Trial Board information

Case C21-006

On the Trial board results of the Vice President going back to the work room floor

1. The Trial Board dismisses this charge because the issue is moot, due to Vice President David Hernandez returning to his elected union full time position.
2. The Trial board recommends that any future proposal to reduce or increase the work hours of the President / Vice President, that Article VIII Section 4 of the San Antonio Alamo Area local Constitution and By-Laws be followed.

continued on page 13

CELEBRATE THE 26TH ANNUAL U.S. POSTAL SERVICE FAMILY FUN DAY! at SIX FLAGS FIESTA TEXAS

SUNDAY, JUNE 26, 2022
PARK OPEN: 10:30am - 9pm

YOUR FAMILY FUN-FILLED DAY INCLUDES:

- All-Day Admission to Six Flags Fiesta Texas and White Water Bay Water Park
- Fully Catered, All-You-Can-Eat Meal
- Face Painters and Balloon Clowns
- Appearance by Looney Tunes Characters
- Incredible Door Prizes
- **FREE PARKING**
- **FREE** Midway Games & Prizes in Picnic Grove
- **FREE** Souvenir Bottle
- **FREE** Return Ticket

(only available only
at picnic area
during serving time)

**PARK &
MEAL TICKET**

\$48 +Tax

2022 Six Flags Fiesta Texas
Pass Holders or Members
ONLY \$25 +Tax

PACKAGE VALUE OVER \$180!

- **Kids 2 and Under: FREE**

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FOR FURTHER INFORMATION,
PLEASE CONTACT:



WALDO ALONZO (NPMHU)	210-559-1084
KEN COTTON (RETIRED)	210-392-1475
ALBERT (RED) CARDENAS (APWU)	210-416-5746
FARON HIERHOLZER (APWU)	210-368-8536
MARY SKALA (APWU)	631-666-6431
PHILLIP JORDAN (NALC)	210-227-0129
CINDY GUERRERO (NAPS)	210-723-7745
SHIRLEY SARABIA (NPMHU)	210-983-0074
MARIA CORTEZ (NRLCA)	210-834-5178
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Alex Aleman ...

Continued from page 1

Management took that opportunity to challenge the Step 2 grievance settlement of 2-27-97 concerning the application of the leave percentage for incidental leave. In management's Step 2 denial dated 5-17-99 and at the Arbitration Hearing, management took the position that:

*The LMOU 10 (7) clearly defines **leave percentages for choice vacation period only** and there were no percentages cited and/or negotiated when applying for incidental leave.*

Arbitrator Baldovin did not buy that argument, he stated; Except for the fact the parties had agreed on 2-27-97 to include the Article 10 (7) percentages as part of the procedure for granting or denying incidental leave, the Service's Step 2 position in the instant case would have been valid

The Arbitration hearing for the instant grievance was held on November 15, 2000. The Arbitrator for that hearing was the late Louis V. Baldovin. At the Arbitration hearing management claimed the Step 2 settlement agreement entered by the parties was not in effect following the conclusion of negotiations and agreement between the parties on the 98-2000 LMOU. At the hearing the service **acknowledges by stipulation** that the intent of the parties in the 2-27-97 Step 2 settlement agreement was to establish a settlement that would **guarantee incidental leave** within the parameters of the LMOU Article 10 (7) percentage. Arbitrator Baldovin sustained the grievance, and the award summary reads as follows:

The record evidence discloses that the Step 2 settlement entered by parties at the local level on 2-27-97 did not expire or atrophy when the parties' concluded negotiations and agreed to their 98-2000 LMOU. The 2-27-97 settlement agreement is still viable and remains binding on the parties until it is overridden and/or superseded by another settlement or the parties mutually agree to void the 2-27-97 settlement agreement. This was a very important win for the local because for the first-time management went on record and **stipulated**, we had **guarantee** incidental leave. The finding of the Arbitrator and in his decision reinforced that.

The Arbitration Award in which solidified our guaranteed leave percentage is referred to as the "Baldovin Award". The name of Arbitrator Louis V. Baldovin will be engraved forever in the history of our local.

The Baldovin Award also solidified the Step 2 settlement agreement signed by Tony Villarreal on 7-22-96 concerning the approval/disapproval of form 3971 for incidental leave. That grievance settlement was cited in the Step 2 settlement agreement of 2-27-97. The settlement agreement of 7-22-96 also survived and is now embedded in our history of our local relative to incidental leave.

On January 30, 2003, an Arbitration Hearing was held on our **choice leave percentage**, this time it was because of Local Impasse on Article 30, Item 9. Management challenged our leave percentage for choice vacation. Management contended the current choice vacation percentage of **13.7%** is unsustainable in the current and future environment of San Antonio, Texas. The Service went on to contend "The situation is untenable and will ultimately result in the demise of the organization. The cost associated with such a situation is passed directly to the customer through rate increases, revenue shortfall and sometimes, decreased service". The Service contended the percentage should be **changed from 13.7% to 8%**.

The Arbitrator assigned to hear the case was Mark S. Sherman, in his award summary he wrote.

The Arbitrator concluded the Postal Service did not establish a compelling argument for a departure from the status quo. The Postal Service did not make the case for a deteriorating situation; the overall impact of the case did not justify a departure from the status quo. The Arbitrator has no doubt that the same experts will continue to monitor Local Management's "margin of safety" in relation to leave utilization management and make a more convincing case in the future if current trends persist and the situation necessitates. For the reasons explained above, the Arbitrator determined that the existing provisions should continue to govern the operation of Article 30, Section 9. Management has gone after our leave percentages for choice vacation and incidental leave and has lost both times.

Incidental Leave percentage is 13.7%, as per the Baldovin Award and Settlement Agreement dated 2-27-97, so when you submit Form 3971 to your supervisor, check annual leave, make sure you annotate on the Remarks section: "Incidental Leave". I suggest you submit your 3971 to your supervisor at the earliest part of your tour. Submit 3971 in duplicate and make sure the supervisor signs on the "date notified" block.

In the event your 3971 get disapproved for incidental leave for reasons such as insufficient staffing, mail volume high, needs of the service, employees on sick leave, schedule already posted, etc, request to see your steward. The only legitimate reason management may disapprove your request for incidental leave is that the percentages for incidental leave have been met. I want to thank; Assistant Clerk Craft Director Tony Villarreal for the 1996 settlement agreement, Steward Ernest Reygadas for filing grievance 012-EVR97 and Jesse Burch for filing grievance # 17JB0999, because of them, we all enjoy guarantee incidental leave relative to 13.7 %.

Tony Villarreal and Ernest Reygadas are no longer with us; however, Jesse Burch is a currently a member of our local Retiree's Chapter. Never to forget!

Faron Hierholzer ...**Continued from page 7**

The objective of the Motor Vehicle Safety Program is to comply with relevant U.S. Department of Transportation regulations; which require safe driving; and reduce potential losses, human suffering, and property damage, while preserving the effective delivery and collection of the mail. The union is working with management to bring the VMF back to the status of excellence it once operated at. The floors will be cleaned and repainted to include the walls as well. They have been approved for new lifts which should be arriving soon. The USPS is responsible to provide safe working conditions for every employee. The VMF has filled three more jobs with new employees, and two of these employees just started and will proceed to orientation. The other new employee has opted to start later. The VMF is continuing to move forward with the eReassign process. The union will be in talks with the manager of the VMF to gain further details on these other jobs.

TPWU

The Texas Postal Workers Union (TPWU) Educational Conference will take place June 9-11, 2022, in Ft. Worth, TX and I will represent the MVS along with delegate Ron Odom. This promises to be a great conference for the MVS Craft with a wealth of new agreements along with the latest and greatest news and information.

Juneteenth

June 19th will be the newest paid holiday provided to career employees of the USPS. This one makes it the 11th holiday paid to career employees each year. The union truly thanks the people who made this possible. Thank you, sisters, and brothers, for taking time to read this dispatch and other articles. Remember, request to speak with your steward anytime you believe your rights have been violated. The MVS Craft is second most organized craft in our local.

Albert "Red" Cardenas ...**Continued from page 10**

As of the writing of this article The Vice President has returned to work at his USPS employment and has stated that Article VIII Section 4 does not pertain to an officer that voluntarily goes back to his postal assignment. Our local has had issues with "part time" full time officers these last two administrations. We as a local need to introduce language in our constitution that clarifies the procedure and/or the flexibility to return to the work room floor without membership notification or membership vote. Till that language is introduced it is my opinion as the Chair of the Trustee's that if there is no language to the contrary, then leaving the elected position is not an option unless Article VIII section 4 is followed as written in our constitution as quoted above.

Case C21-007

On the Trial board results of Former Vice President Frederick Duncan against Alex Aleman

Trial Board voted not guilty due to fact that this issue has been heard by the trial board and the parties need to negotiate in good faith to resolve this issue of former Vice President Frederick Duncan, in accordance with the trial board recommendations and not as a motion on the floor to.

Case C21-009

Trial Board voted not guilty due to fact that the Chair of the Trustee's Albert "RED" Cardenas did not meet the 30 day timeline after assuming the position of Chairperson of the Trustee's. It was not the Responsibility of the Charged Party President Alex Aleman.

As your trustee representative and also your Delegate, I would like to express my concern for the approval of payment for LWOP for us, your delegates. I am grateful for the reimbursement of my leave but, when you run for the office of delegate it is with the understanding that we have to use our own leave or take LWOP. There is also proposal to increase salaries and the amount paid for other compensation formerly known as Admin pay. There are smaller locals that cannot even afford to send their representatives to the conventions, while there are larger locals that can afford to pay for everything. I believe that if money was no obstacle that yes everyone should get paid for the time that they perform union duties at the proposed other compensation rate or their postal rate. The question in all this, is can we afford it and is it in the best interest of our local? Let your representatives and officers know how you feel about this.

San Antonio Social and Recreation Committee information

Facebook page is San Antonio Postal Service Social and Recreation Committee.

We have a date with Six Flags Fiesta Texas for June 26th, 2022. We are trying to negotiate a mission's baseball and a Soccer game event for September 2022 and October 2022

We will continue to negotiate with companies to bring postal employees discounts and reasonably priced events, if you have any suggestion please let us know.

In closing, I will continue to carry out my duties of my elected and assigned positions to the best of my abilities, thank you for your support and for allowing me the opportunity to serve you.

I support our union leadership in reversing management's continued efforts to erode the effectiveness of this craft by failing to staff, by bypassing routes and threatening our employees to close out ECBM items that have not been completed. We as united bargaining unit employees can improve the work conditions in our jobs but we have to stand together and fight together. No matter what union or what craft, enough is enough! Stand tall and hold the line! Support the APWU; it is the only organization exclusively for your rights as a postal worker.

45 PSEs Converted to Career

CONGRATULATIONS To those PSEs being converted!
As per the March 25, 2022 Memorandum of Understanding
Between the USPS and APWU, 45 PSEs will be converted to
Career no later than May 21, 2022.

Please see the MOU on the next page.

**At the time Converted PSEs will become ‘Unencumbered’,
also known as unassigned, and the following contractual
language will apply.**

Article 37.1.H. Residual Vacancy

A duty assignment that remains vacant after the completion of the voluntary bidding process.

Article 37. Section 4. Unencumbered Employees

A. Coverage. Full-time flexible employees and unassigned regular employees are considered unencumbered employees.

An employee who becomes an unassigned regular will continue to work the same hours and scheduled days the employee worked immediately prior to becoming unassigned unless notified of a change in work schedule before expiration of the first 28 days after the date on which the employee became unassigned. Additional work schedule changes may be made, provided that such change cannot be made effective until 180 days after the effective date of any previous change.

Assignment of Unencumbered Employees

Assignment of unencumbered employee (s) will be made within 21 days of the duty assignment becoming residual (Article 37.1) in accordance with the following:

To the Same or Higher Level Employees not encumbered in bid duty assignments shall bid on duty assignments posted for bid. These employees shall be assigned to residual full-time duty assignments in the same or higher salary level for which the employees meet the minimum qualifications. The assignments will be made in the following order.

Currently Qualified Employees

Offer residual assignments by seniority to employees who are currently qualified on all of the requirements of a residual assignment. If an employee is qualified on two (2) or more residual duty assignments, the employee will be given an option and be awarded their choice based on seniority. If assignments remain unfilled for which there are currently qualified unencumbered employees, involuntarily assign these employees by seniority.

Partially Qualified Employees

Offer residual assignments by seniority to employees who are qualified on at least one (1), but not all, of the requirements of a residual assignment. If an employee is partially qualified on two (2) or more residual duty assignments, the employee will be given an option and be awarded their choice based on seniority. If assignments remain unfilled for which there are partially qualified unencumbered employees, involuntarily assign these employees by seniority.

Employees Not Currently or Partially Qualified

- (a). Involuntarily assign employees, starting with the senior employee. When there is more than one (1) residual vacancy, the employees will be given an option and be awarded their choice based on seniority
- (b). Unencumbered clerks who are detailed to non-bargaining positions are considered to be unavailable for assignment in accordance with (a) above.

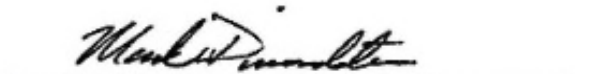
**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO**

Re: Additional Function 1 Staffing – March 25, 2022

The parties agree to the following:

1. The Postal Service will convert 1,142 PSEs to career status in 43 installations as identified by the Postal Service, consistent with the attached Table 1. The conversions will occur no later than May 21, 2022. The corresponding number of duty assignments will be created and posted in Function 1 in the 43 facilities as identified by the Postal Service, consistent with the attached Table 1. The conversions to career status provided for in this MOU are in addition to those conversions to career status in Function 1 that result when the MOU, *Re: Residual Vacancies – Clerk Craft*, is applied and the 24-month automatic conversion of PSEs.
2. PSEs will be converted based on their relative standing on the PSE rolls within the installation. PSEs will be converted “in place” within the functional area they are assigned as of the date of this MOU until the number of PSEs are converted in the 43 bid clusters associated with the facilities identified in the attached Table 1.
3. The parties agree to the hiring and continued employment of PSEs in excess of the 20% district cap in the installations as identified with the attached Table 1 and as set forth below:
 - A. Available APWU bargaining unit employees, starting with career employees, and including current Postal Support Employees (PSEs) within the installation will be utilized up to the maximum hours allowed.
 - B. The number of non-COVID related PSEs retained in the facilities in the attached Table 1 through June 17, 2022, will not exceed the number of PSEs identified in the table associated with the MOU, *Re: Extension – COVID-19 Test Kit Fulfillment Pilot*.
4. All conversions to career and separations of PSEs in accordance with this MOU will be done pursuant to the National Agreement.
5. The hiring of COVID related PSEs is covered in the MOU: *Re: Temporary Exception Period—Clerk Craft Function 1 & Function 4—COVID-19*.


Thomas Blum
Vice President, Labor Relations (A)
United States Postal Service


Mark Dimondstein
President
American Postal Workers Union, AFL-CIO

Date: March 25, 2022

Robert Proo ...

Continued from page 8

Incumbents in the aforementioned positions will either be upgraded and/or slotted to their new position within their existing pay step. They will retain their time credit for advancement to their next step increase. The parties agree that as a result of the above changes, the existing Maintenance Selection System may require changes. All employees upgraded and/or slotted in accordance with this agreement will be notified of the opportunity to submit a changed preferred assignment selection within thirty days after the national agreement is ratified. The parties agree that the duties and responsibilities of the job descriptions that have been eliminated are hereby considered incorporated into the reclassified position description. The local union may request verification that the work hours have been transferred to the respective staffing package for the positions to which the eliminated jobs are being upgraded and/or reclassified. The parties agree that any employee who previously held a position eliminated by this MOU and has retreat rights to the reclassified position. In addition, any current employee who previously held a position eliminated by this MOU, and was excessed between January 1, 2019, and the date of the 2021 national agreement ratification, who are in saved grade status, shall have the saved grade increased to the level of the applicable reclassified position. This MOU does not modify employee responsibilities in accordance with articles 12 and 38 regarding excessing, retreat rights and/or retaining saved grade. The effective date of the upgrading and/or reclassification process shall be the first day of the first full pay period after ratification of the 2021 national agreement. The parties further agree that, except in locations where mail processing operations are being reduced or eliminated, no maintenance craft excessing will occur for 1 year from the effective date of the 2021 national agreement.

In service Examination – Annual Frequency Issue: Create and/or maintain sufficient in service Registers for filling vacant maintenance craft positions. Language: Amend Article 38.7 as follows: On an annual basis (from March 1 - 31), any career employee may submit a written request to be tested for maintenance craft eligibility ratings for all occupational groups (excluding NST ET-11). The testing process shall follow the current timelines. Once an employee receives eligibility ratings, the employee may then request placement, or reinstatement, on in-service registers. In the event there is no in-service register, the employee's eligibility ratings shall become a part of their Employee Official Personnel File. Management shall notify the employee of the results no later than sixty (60) days after the testing, provided that the applications have been properly completed. On an annual basis on April 1, (beginning in calendar year 2023), all employee names from the preceding year's in-service registers shall be purged, with the following exception: any employee that is on an in-service register must submit a written request to the MSS Coordinator during the month of March in order to remain on the in-service registers.

Annual Off-Site Training Cap Issue: Limit the number of times maintenance craft employees are involuntarily selected for off-site training. Language: Amend Article 38.6.A.4 as follows: Employees will not be involuntarily selected for off-site training courses more than three (3) times within a twelve (12) month period. *Properly accounting for your work:* I will continue to stress how important it is that we properly account for our time on our daily work sheets. The mail processing Electronic Technicians, Mail Processing Equipment Level 9 and Maintenance Mechanics level 7 if you are doing preventive maintenance on a mail processing machine remember that it is an inspection of the machine if you find a problem which require immediate replacement of that component / part then you must open a work order using the proper work code 05. When corrective maintenance work resulting from a preventive maintenance cannot be completed during the preventive maintenance window or during the same day or tour, the corrective (Code 5) work order should be changed to code 07, and the work should be scheduled accordingly.

Reactive Maintenance work hours and materials expended on reactive (unplanned work or repair of an immediate nature) shall be reported using work code 21. This maintenance is performed by personnel whose primary duty is to accomplish work or, to troubleshoot, and make repairs necessary to keep the building, building equipment, and mail processing equipment operational. Unplanned work or repairs is performed on mail processing equipment during a mail processing window, and the time to repair is 0.3 hours (18 minutes) or less. If the equipment cannot be returned to operational condition in 0.3 hours (18 minutes) or less, a work code 08 work order shall be generated. All of the work hours expended shall be recorded as work code 08. Unplanned work or repair, not found during normal PM, is performed on mail processing operational window. If the maintenance cannot be completed prior to the end of the tour a work order shall be generated using work code 07 to provide information for planning, estimating and accounting for required labor and material for the next tour. The work hours expended prior to the end of the tour shall be claimed as work code 21.

Operational Maintenance work hours and materials on Operational Maintenance shall be reported using work code 09. This maintenance is performed by personnel who maintain selected mechanization and automation mail processing equipment to keep the equipment in optimum operating condition. Primary responsibilities are to look and listen, monitor overall condition, wipe, and / or vacuum to remove dust and lint, and make minor adjustments. Normally, this maintenance is performed while the equipment is operating. *When performing Operational Maintenance, a checklist (National or Local) is required.*

One more thing all reports that track your work that you done on any machine assigned to you to do whether it is preventive, reactive or operational maintenance whether the report is on paper or track and filled out on the computer. The documenting of any work that you do is done after you have completed the route or preventive, reactive or operational maintenance task and all reports should be filled out or closed out and turned in at the end of your tour. Do Not and I say again Do Not sign off on any work that you have not done or close out other employees reports. If the Supervisor is telling you or ordering you not to bypass any items on the checklist and also threatening to Discipline you if you don't put complete on this report and then open a work order at the parts room, ask to see a Steward and give us a statement. We need to file grievances on these Supervisor or Supervisors who are threatening discipline on you because you do not put all complete on reports that you did not do the work on. Supervisors cannot close out your *Tasks in Checklist ECBM Report* we have a step 2 agreement that they cannot close out Task in reports that is doing Bargaining unit work. Supervisors also cannot be the creator of your Tasks in checklist that is the responsibility of the Electronic Technician to be the Creator of these Tasks in Checklists on the ECBM.

Treasurers Report for March 2022

March was fairly uneventful with the following Exceptions;

Expenditures

Please note that March was a three PP month so the Officers salary was somewhat inflated.

We did have the expense of the Steward Training LWOP and Other Compensation which came to a little over \$7,000.

The expenses for the National Presidents Conference were paid.

The expense of over \$800 was paid for the Trial Board Stenographer Service.

We did pay the Clerk Craft Director-Plant for his lost leave for 2021.

We did have the expense of the LM2 Report and the IRS990 being prepared and processed.

Checking Account

The beginning checking balance for January was \$247,143.74. We had \$59,864.70 in expenses and \$42,703.15 in deposits. Our Checking ending balance is \$229,982.19.

Funds Account

Our Security Service FCU Funds balance is \$195,169.71. I have been making the required fund deposits and there were no transfers or withdrawals from the funds this month.

I transferred \$7,053 from the Training Fund to the General Fund for the Steward Training and also transferred \$1,682 from the Convention Fund to the General Fund to cover the expense of sending the President to the National Presidents Conference.

Please note that we have reached our caps for the Stewards Rebate Fund and Convention Seminar Fund and there will be no more deposits to those funds until expenditures are made to reduce the amount below the caps.

Total Cash Assets

Our Total Cash Assets at the end of March was \$425,151.90. It is important to realize that our average Cash Assets for the previous year is \$430,775 so we are doing well in maintaining our income vs. expense amounts. This will certainly change after the TPWU Educational Conference expense, approx. \$40,000, and the National Convention Expense, probably another \$40,000.

An 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.

So far this year we have signed up 97 new members, this equates to approximately \$29,300/year in addition per capita income. We must continue to encourage non-members to join our Union.

We currently have 1150 Members of those career members the Clerks are organized at 90%, MVS at 87% and the Maintenance Craft at only 80%. Please remember that we are still offering new member incentive of \$150 for signing up a non-member.

Upcoming Expenditures

In April there are really no large expenditures anticipated.

In June we have the TPWU Educational Conference which at this point looks as if it is going to be over \$42,000.

... and in August the APWU National Convention in Bethesda MD. A very rough estimate at this time is \$40,000.

*****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.**



Jeff Greenlee
SAAAL Secretary Treasurer

Annual Leave Carryover & Cashing Out in Retirement

The Industrial Relations Department has been fielding multiple questions on the amount of annual leave someone would be compensated for when they retire. Attached are the two MOUs the APWU entered into with the Postal Service on annual leave during the pandemic.

Any employee can carryover up to 520 hours of earned annual leave into the 2022 Leave Year that begins on January 1, 2022. If an employee has more than 520 hours of earned annual leave and has used less than 75 hours of sick leave in the previous year, the employee may "exchange" (sell) up to 80 hours of annual leave back to the Postal Service. Employees who are eligible to exchange leave for cash will be notified prior to the "open season" or leave exchange which runs from November 15 to December 15 of each year. ([See ELM Section 512.63](#)).

Employees who are retiring are governed by [ELM Section 512.7](#). 512.732.b states in part,



"Bargaining unit employees may receive a lump sum leave payment... for accumulated annual leave carried over from the previous year; accrued annual leave for the year in which they separate, up to the carryover maximum for their bargaining unit...."



Currently, the maximum number of hours allowed to be carried over is 520 hours, therefore employees can be paid that amount. In an email exchange between current Vice-President of Labor Relations, Katherine Attridge and Industrial Relations Director Vance Zimmerman when the MOUs were first implemented for leave year 2020 to Leave year 2021, Director Zimmerman posed the question to the Postal Service of whether or not an employee would be compensated for up to 520 hours of leave carried over and any leave accrued in the current leave year. Ms. Attridge responded with, "I agree as well. The MOUs specifically state no other provisions related to leave carryover will be changed, so if 520 is the amount they carryover, then 520 should be the amount they should be compensated for." It was also confirmed that the Postal Service reprogrammed their payroll systems to account for the increased carryover amounts and to make the proper terminal leave payments.

Charlie Cash

Industrial Relations Director

American Postal Workers Union, AFL-CIO

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE AND THE AMERICAN POSTAL WORKERS UNION, AFL-CIO	
Re: Annual Leave Carryover for Leave Year 2023	
<p>The parties agree that for leave year 2023, regular work force career employees covered by the USPS-APWU Agreement may carry over 520 hours of accumulated annual leave from leave year 2022 to leave year 2023.</p> <p>In all other respects, the ELM provisions for payment of accumulated leave are not changed because of this Memorandum.</p> <p>This MOU will expire December 31, 2023.</p>	
 Thomas J. Blum A/Vice President, Labor Relations United States Postal Service	 Mark Dimondstein President American Postal Workers Union, AFL-CIO
Date: March 28, 2022	

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE AND THE AMERICAN POSTAL WORKERS UNION, AFL-CIO	
Re: Annual Leave Exchange for Leave Year 2023	
<p>The parties agree that APWU career employees will be allowed to sell back a maximum of eighty (80) hours of annual leave prior to the beginning of leave year 2023 provided the following two (2) criteria are met:</p> <ol style="list-style-type: none"> 1. The employee must be at the maximum leave carryover ceiling at the start of the leave year, and 2. The employee must have used fewer than 75 sick leave hours (excluding COVID-19 related absences) in leave year 2022. <p>In all other respects, the provisions of the Annual Leave Exchange program will remain unchanged.</p> <p>This MOU will expire December 31, 2023.</p>	
 Thomas J. Blum A/Vice President, Labor Relations United States Postal Service	 Mark Dimondstein President American Postal Workers Union, AFL-CIO
Date: March 28, 2022	

San Antonio Alamo Area Local Constitution and By-Laws

The San Antonio Alamo Area Local Constitution and By-Laws will have the current and proposed Article IV Duties of Officers read and discussed at the May General Membership Meeting and then voted on.

Current Reads

Section 2A.

The Vice President shall in the absence or in the incapacitation of the President, shall preside at all meetings and have vested in him/her the same power and authority as the President, and shall assume the duties and responsibilities of the President. He/she shall perform such other duties as the President shall assign for the good of the Union. He/she shall assist and work with the President in all executive responsibilities and duties that pertain to this office. He/she shall be a member of the local negotiating committee. He/she shall be an automatic delegate to all State and National convention.

He/she shall be charge with the responsibility of promoting and administering educational and organization programs of the local. Shall act as coordinator of all activities in the local as assigned. He/she shall act as Human Relations Coordinator for the Local. He/ she shall succeed to the office of the President should the President resign or in any way vacate his/her office prior to the completion of his/her term of office. He/she shall be a full-time officer of the local and shall receive an annual salary and fringe benefits equivalent to Step PS-8.

Proposed

Article IV, Duties of Officers, Section 2A.

The Vice President shall in the absence or in the incapacitation of the President, shall preside at all meetings and have vested in him/her the same power and authority as the President, and shall assume the duties and responsibilities of the President. He/she shall perform such other duties as the President shall assign for the good of the Union. He/she shall assist and work with the President in all executive responsibilities and duties that pertain to this office. He/ she shall be a member of the local negotiating committee. He/she shall be an automatic delegate to all State and National convention.

He/she shall be charge with the responsibility of promoting and administering educational and organization programs of the local. Shall act as coordinator of all activities in the local as assigned. He/she shall act as Human Relations Coordinator for the Local. He/ she shall succeed to the office of the President should the President resign or in any way vacate his/her office prior to the completion of his/her term of office.

The Vice President shall no longer be a full-time officer of the local and shall no longer receive an annual salary and fringe benefits equivalent to Step PS-8. He / She shall receive a monthly salary of \$200.00 dollars. Upon approval of the membership, he/she shall be reimbursed for LWOP for the purpose of carrying out these duties in the best interest of the Local. Such reimbursement shall be at the prevailing hourly rate, at a no gain no loss basis. The Vice President shall be reimbursed up to eighty (80) hours' time per year for leave without pay from the Postal Service for attending conventions, seminars, and conferences and for time used in the best interest of the Local. Subject to the approval of the membership.

General Membership Meeting

May 21, 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 Constitution Proposal

& Vote on the Proposal

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