



*26th Biennial  
Michigan Postal Workers Union  
Constitutional Convention*

**Committee  
Assignments &  
Resolution Book**

*May 3 - 5, 2018*

# 2018 Committee Assignments

## Constitution Committee

Meeting in the Timberview Room

<u>Name</u>	<u>Local</u>
(Chair) Pat Comben	Farmington
Amy Puhalski	WMAL
Keith Combs	DDAL
Barbara Padilla	Saginaw
President (or designee)	498-499
Michael Barton	Jackson
Lisa Jackson	CMAL
Vince Nichols	TCAL
Steve Wood	480-481
Linda Sarratt	SWMAL
Alan Leonard	Muskegon
Sandy Rancour	Flint

## Rules Committee

Meeting in the Board Room

<u>Name</u>	<u>Local</u>
(Chair) Tence (Ann) Hill-Graves	WMAL
Patrick Jones	480-481
Holly Hodder	Saginaw
Theresa Granquist	498-499

## Sergeant at Arms Committee

Meeting in the Ballroom - Front Table  
(prior to start of Convention)

<u>Name</u>	<u>Local</u>
(Chair) Deborah Holmes	TCAL
John Hansma	WMAL
Rickey Jackson	WMAL
Kathy Fletcher	480-481
Linda DeBlock	480-481

## Finance/Audit Committee

Meeting in the Fallen Timbers B Room

<u>Name</u>	<u>Local</u>
(Chair) Diana Burfield	TCAL
Alan Leonard	Muskegon
Linda Sarratt	SWMAL
Linda Chandler	WMAL
Jeff Most	480-481

## Legislative Committee

Meeting in \_\_\_\_\_ Room. See Michael Long

<u>Name</u>	<u>Local</u>
(Chair) Roscoe Woods	480-481
Suzi Boyd	WMAL
Ron Krumrie	TCAL
Elaine Dunlap	480-481
Scott Bailey	Saginaw

## Election Committee

Meeting at in the Eagle Landing Board Room

<u>Name</u>	<u>Local</u>
(Chair) Randy Barnes	SWMAL
Vicki Munroe	480-481
Lisa Shmidt	FMAL
Joe Markarewicz	WMAL

## Motor Vehicle Craft Committee

Meeting in Room # \_\_\_\_\_, See Michael Long

<u>Name</u>	<u>Local</u>
(Chair) Chris Fisher	WMAL
Anthony Brooks	480-481
Vivian Snitgen	480-481
Todd Hodges	WMAL
Heidi Mullin	SWMAL

## Credentials Committee

Meeting in Registration Area

<u>Name</u>	<u>Local</u>
(Chair) Wendy Kempke	Jackson
Robin Ely	480-481
Hattie Mitchell	WMAL

# 2018 Committee Assignments

## Maintenance Craft Committee #1

Meeting in \_\_\_\_\_ Room. See Michael Long

<u>Name</u>	<u>Local</u>
(Chair) Marti (Rose) Jablonski 480-481	
Mellissa Pelc	FMAL
Tammy Byrnes	WMAL
Rodney Kelsey	480-481
Jon Hall	Jackson

## Maintenance Craft Committee #2

Meeting in \_\_\_\_\_ Room. See Michael Long

<u>Name</u>	<u>Local</u>
(Chair) Sterling Bouier	DDAL
Coleen Maxwell	FMAL
Geraldine Short	480-481
Theresa Egeler	480-481
John Diem	480-481

## Clerk Craft #1 Committee

Meeting in Ballroom

<u>Name</u>	<u>Local</u>
(Chair) Angel Gebstadt	FMAL
Joe Threet	TCAL
Khristine Crawford	SWMAL
Neka Bolton	Muskegon
Richard Dale	480-481
David Janes	WMAL
Dana McLean	WMAL
Wendi Pasco	498-499

## Clerk Craft #2 Committee

Meeting in Ballroom

<u>Name</u>	<u>Local</u>
(Chair) Gary Thomas	480-481
Tom Kindell	Saginaw
Kim Barnum	SWMAL
June Krisatis	Muskegon
Brenda Fred	480-481
Lisa Borchardt	WMAL
Dawn Markarewicz	WMAL
Samantha Kunst	WMAL

## Clerk Craft #3 Committee

Meeting in Ballroom

<u>Name</u>	<u>Local</u>
(Chair) Tamika Johnson-Smith	DDAL
Dionne Davis	CMAL
Kathy Bailey	480-481
Shari Harrison	480-481
Donna Mitch	480-481
Tracy Watson	480-481
Jeff Schellinger	WMAL
Lisa Stockdale	WMAL

## Clerk Craft #4 Committee

Meeting in Ballroom

<u>Name</u>	<u>Local</u>
(Chair) Joshua Gray	WMAL
Stan Porter	480-481
Jennifer Kowalczyk	480-481
David Dane	Farmington
Beth Lyman	SWMAL
Jeanne Lagon	480-481
Samatha Wilcox	FMAL
Laura Stafford	Gaylord
Kathy Strunk	WMAL

## Parliamentarian

<u>Name</u>	<u>Local</u>
Patrick Chornoby	DDAL



*Resolutions  
follow this  
page*

Constitutional Resolutions - #1 - #11

Contractual Resolutions - #12 - 30

(Additional Resolutions submitted at the Convention will be numbered in sequence following the last number in this resolution book)

**APWU & MPWU Constitution  
Anti-Harassment**

Whereas the AFL-CIO has developed an Anti-Discrimination and Anti-Harassment Policy and Complaint Procedure for AFL-CIO State, Area, and Local Central Bodies, and,

Whereas: This procedure provides a policy for and an avenue to allow those who feel they have been violated the option and means to make their grievances heard,

Therefore be it resolved that the Michigan Postal Workers Union adopts the Anti-Discrimination and Anti-Harassment Policy and Complaint Procedure as amended for the state organization, and

Be it further resolved that this policy is forwarded to the National APWU (amended for the National Office) for inclusion and policy of the National Organization as well

Submitted by: Western Michigan Area Local

-----

*Approved by the AFL-CIO Executive Council – March 14, 2017*

*Amended for the Michigan Postal Workers Union at its convention – May 3 – 5, 2018 and to be appealed to the APWU National Convention to be included in its' policies.*

*Anti-Discrimination and Anti-Harassment Policy and Complaint Procedure for AFL-CIO State, Area, and Local Central Bodies*

**Policy Statement**

The Michigan Postal Workers Union is committed to providing all its employees and members with an environment/workplace free from discrimination and harassment. The Michigan Postal Workers Union does not discriminate against or allow harassment of any employee or member because of the employee's race, ethnicity, religion, color, sex, age, national origin, sexual orientation, disability, gender identity or expression, ancestry, pregnancy, or any other basis prohibited by law, or based on the member/employee's protected activity under the antidiscrimination statutes (that is, opposition to prohibited discrimination or participation in the statutory complaint process).

The Michigan Postal Workers Union reaffirms that it will not tolerate discrimination or harassment in any form. This prohibition covers any discrimination or harassment in the workplace, regardless of whether the discrimination or harassment is committed by a supervisor, officer, co-worker or non-employee, such as a vendor, consultant, employee or officer of an affiliate, or invitee to a Michigan Postal Workers Union sponsored activity, event, or meeting.

**Definitions**

- A. **Discrimination** - It is discrimination for an employer to base any decision regarding the terms or conditions of employment on an employee's race, ethnicity, religion, color, sex, age, national origin, sexual orientation, disability, gender identity or expression, ancestry, pregnancy, or any other characteristic protected by law.
  
- B. **Harassment** - Harassment consists of unwelcome verbal, visual, or physical conduct that is based on another person's race, ethnicity, religion, color, sex, age, national origin, sexual orientation, disability, gender identity or expression, ancestry, pregnancy, or any other characteristic protected by law. It may include, but is not limited to, actions such as use of

epithets, slurs, negative stereotyping, jokes, or threatening, intimidating or hostile acts that relate to sex, race, ethnicity, age, disability, or other protected categories. Harassment may also include written or graphic material that denigrates or shows hostility toward an individual or group based on protected characteristics, whether that material is sent by email, placed on walls, bulletin boards, computer screens or other devices, or elsewhere on the premises or circulated in the workplace.

Unwelcome conduct can constitute harassment if:

- It has the purpose or effect of unreasonably interfering with an individual's work performance;
- Creates an intimidating, hostile, or offensive working environment; or
- Submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment.

**C. Sexual Harassment** - Sexual harassment can involve unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature. It can involve conduct by a person of either gender toward a person of the same or opposite gender.

The following is only a partial list of sexually harassing conduct:

- Explicit sexual propositions
- Offering employment benefits in exchange for sexual favors
- Making threats or retaliating after a negative response to sexual advances
- Sexual innuendo or sexually suggestive or sexually degrading comments about a person's body, sex life, sexual prowess, or sexual deficiencies
- Sexually oriented jokes, derogatory comments, epithets, slurs, or catcalls
- Obscene language, letters, notes, or invitations (including by email)
- Physical contact such as touching or impeding movements
- Conduct such as leering or making sexual gestures
- Displaying or distributing pornography or other sexually suggestive objects, pictures, cartoons, or posters (including by email or viewed or shared on a work computer or other device)
- Sexual content in text messages

Unwelcome sexual conduct can constitute harassment if:

- It has the purpose or effect of unreasonably interfering with an individual's work performance;
- Creates an intimidating, hostile, or offensive working environment;
- Submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submission to or rejection of the conduct by an individual is used as the basis for tangible employment actions taken toward her or him.

## **Complaint and Investigation Procedure**

As a means of ensuring a workplace that is free from discrimination and harassment, the Michigan Postal Workers Union has established a formal procedure for the handling of discrimination or harassment complaints. This procedure is intended to supplement – not to replace or supersede – the other procedures available to employees under any applicable collective bargaining agreement, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or any other applicable federal, state, or municipal fair employment practices law, or otherwise.

### **A. General Principles**

The Michigan Postal Workers Union strongly encourages you to come forward with a complaint at the earliest possible point. You should not wait to report harassment until it becomes severe and pervasive.

The Michigan Postal Workers Union is committed to stopping discrimination and harassment even if the conduct has not risen to the level of a violation of law.

If you feel comfortable doing so, you should respond to the discriminatory or harassing conduct in a way that demonstrates that the conduct is unwelcome. However, you are not required to complain directly to the offending individual.

Efforts will be made to investigate and resolve complaints promptly, thoroughly and impartially, and in as confidential a manner as is possible consistent with proper investigation of the complaint.

If a person is accused of discrimination or harassment, he or she shall not play any role in administering or making decisions under this procedure.

If an individual is determined to have engaged in discrimination or harassment, appropriate corrective action will be taken promptly, and appropriate sanctions will be imposed, up to and including termination.

There will be no retaliation or other adverse action taken against an individual who makes a complaint, reports an incident of apparent discrimination or harassment, or who provides information in the course of the investigation of such a complaint or report. Any such retaliation can also be the subject of a complaint under this procedure. If retaliation in fact occurred, prompt and appropriate corrective action will be taken and appropriate sanctions imposed, up to and including termination.

## **B. Procedure**

The procedure for dealing with complaints of discrimination or harassment is as follows:

1. If you believe that you have been the target of discrimination or harassment, the Michigan Postal Workers Union encourages you to report the alleged incident(s) as soon after the incident occurs as possible to an Executive Board member. If the person accused of discrimination or harassment is an Executive Board member, you may submit your complaint to another officer of the Michigan Postal Workers Union to handle the complaint. You are not required under this procedure to complain directly to the offending individual.

It is the responsibility of any officer who receives a complaint to inform the Executive Board of the allegations so that a prompt investigation may be conducted.

2. Complainant shall provide an Executive Board member with a description of the alleged discrimination or harassment in as much detail as possible, including description of what occurred and the dates, times, and places of the incident(s). Complainant also should provide the names of individuals who he or she believes have information relevant to the investigation. An Executive Board member may request that this information be provided in writing.
3. Where appropriate and possible, an Executive Board member may attempt to resolve the matter informally.
4. If informal efforts are not appropriate or successful, an Executive Board member will conduct an investigation to determine whether or not discrimination or harassment has occurred.
5. During the course of the investigation, an Executive Board member will inform the individual alleged to have engaged in discrimination or harassment of the complaint, and

will give her or him the opportunity to respond to the allegations and to submit the names of individuals who she or he believes have information relevant to the investigation.

6. The investigation may include meeting with the complainant, the accused, and other individuals who may have relevant information. Relevant documents may also be reviewed. The investigation will be conducted promptly, thoroughly and impartially, and in as confidential a manner as is possible consistent with proper investigation of the complaint.
7. If necessary, the Michigan Postal Workers Union will take steps to ensure that discrimination or harassment does not occur during the period of investigation.
8. At the conclusion of the investigation, the Executive Board shall make a determination of whether discrimination or harassment occurred.
9. If the investigation establishes that discrimination or harassment has occurred, the Michigan Postal Workers Union will take prompt and appropriate action. This may include corrective action designed to end and to remedy the discrimination or harassment and to prevent it from reoccurring. Action may include imposition of discipline on the discriminator/harasser, ranging from reprimand to discharge if that person is an employee. If the discriminator/harasser is an employee or officer of an affiliate, the Michigan Postal Workers Union may inform the affiliate, including the affiliate's international, of the investigation and findings and request further disciplinary actions be taken by those entities. If the discriminator/harasser is a delegate to the Michigan Postal Workers Union or otherwise would be subject to disciplinary procedures under the Michigan Postal Workers Union and/or American Postal Workers Union Constitution or Bylaws, those disciplinary procedures may be invoked. If the discriminator/harasser is an employee of a vendor, consultant, or any other employing entity, the Michigan Postal Workers Union may inform that employing entity of the investigation and findings and request further disciplinary actions be taken by that entity. Michigan Postal Workers Union will take all possible steps to ensure that the complainant is no longer subject to the discrimination or harassment.
10. The Michigan Postal Workers Union will inform both the complainant and the accused of the outcome of the investigation and in general terms of any measures taken to correct the discrimination or harassment.
11. If the investigation establishes that discrimination or harassment has occurred, an Executive Board member will ensure that the discrimination or harassment has not resumed and that neither the complainant nor any other individual has been subjected to any retaliation for having complained of the discrimination or harassment, reported an incident of apparent discrimination or harassment, or provided information during the investigation.

This policy and procedure applies to all employees and members of the Michigan Postal Workers Union.

If you have any questions about this policy and procedure or if you want additional information concerning complaints of discrimination or harassment, the Michigan Postal Workers Union encourages you to contact an Executive Board member.

If you believe you are the target of discrimination or harassment, you also may have a right to file a charge under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or other applicable federal, state, or municipal fair employment practices law. There are deadlines for filing charges of discrimination or harassment with the EEOC or state or municipal fair employment



practices agencies. Those deadlines generally run from the last date of discrimination or harassment, not from the date the complaint to the Michigan Postal Workers Union is resolved. Contact the EEOC or other applicable state or municipal fair employment practices agency if you want more information about filing deadlines.

If you have any questions or issues with the response to your complaint, you may contact the National AFL-CIO Governance Director or staff. Nothing in this Policy, however, shall create an employment relationship between the AFL-CIO and employees or members of the Michigan Postal Workers Union

**Concurred:** \_\_\_\_\_ **Non-Concurrence:** \_\_\_\_\_ **Other:** \_\_\_\_\_

---

**#2**

**APWU Constitution  
Article 6  
Representation**

Whereas: As the mothers and fathers of the APWU; retired members are a storehouse of knowledge, battle-tested experience, and wisdom to be utilized as a valuable APWU asset., and

Whereas: A majority of APWU Retirees Department members paid full dues for decades., and

Whereas: Calculating an estimated 40,000 Retirees Department member, paying full dues an average of just 25 years, equates to a million years of full dues-paying members in APWU history., and

Whereas: Currently, five (5) elected National Retiree Delegates to the APWU National Convention, one in each region, the average representative voting strength is 1 for 8,000.

Therefore be it resolved: To amend the APWU Constitution & By-Laws Article 6, Section 6 to read “Retiree delegates will be seated with a voice and a vote at the National Convention pursuant to the formula in Article 6, Section 1.” In addition, renumber current Article 6, Section 6 as Section 7.

Submitted by: Flint Michigan Area Local

**Concurred:** \_\_\_\_\_ **Non-Concurrence:** \_\_\_\_\_ **Other:** \_\_\_\_\_

---

**#3**

**APWU Constitution  
Article 6  
Representation**

Whereas: A majority of APWU Retirees Department members paid full dues for decades; arguably far longer than a majority of current active dues-paying APWU members, and

Whereas: Calculating an estimated 40,000 Retirees Department member, paying full dues an average of just 25 years, equates to a million years of full dues-paying members in APWU history without which our great Union could not exist today, and

Whereas: As the mothers and fathers of the APWU; retired members are a storehouse of knowledge, battle-tested experience, and wisdom to be utilized as a valuable APWU asset., and

Whereas: While APWU retired members have no interest or benefit in influencing active delegates how to vote on contractual issues; there are numerous non-bargaining Resolutions proposed in national conventions directly affecting retiree membership, i.e. Constitution Amendments, Legislative/Political, APWU Health Plan, Human Relations, Veterans affairs, the Retirees Department, social and economic issues of consequence, and

Whereas: Currently, with a token of just five (5) elected National Retiree Delegates to the APWU National Convention, one in each region, the average representative voting strength is 1 for 8,000.

Therefore be it resolved: To amend the APWU Constitution & By-Laws Article 6, "Representation"; Adding a New Section 6 (Change present Section 6 to Section 7) to read "Whenever in Article 6, Sections 1 through 5, References to: 'National Convention; Local, State, or regional affiliates, or organizations voting strength/representation' such provisions will apply to chartered APWU State and Local Retiree Chapters.

Submitted by: Traverse City Area Local

**Concurred:** \_\_\_\_\_ **Non-Concurrence:** \_\_\_\_\_ **Other:** \_\_\_\_\_

---

#4

**APWU Constitution  
Article 6  
Representation**

Whereas: a majority of APWU Retirees Department members paid full dues for decades; arguably far longer than a majority of current active dues-paying APWU members, and

Whereas: Calculating an estimated 40,000 Retirees Department member, paying full dues an average of just 25 years, equates to a million years of full dues-paying members in APWU history without which our great Union could not exist today, and

Whereas: As the mothers and fathers of the APWU; retired members are a storehouse of knowledge, battle-tested experience, and wisdom to be utilized as a valuable APWU asset., and

Whereas: while APWU retired members have no interest or benefit in influencing active delegates how to vote on contractual issues; there are numerous non-bargaining unit Resolutions proposed in national conventions directly affecting retiree membership, i.e. Constitution Amendments, Legislative/Political, APWU Health Plan, Human Relations, Veterans affairs, the Retirees Department, social and economic issues of consequence, and

Whereas: Currently, with a token of just five (5) elected National Retiree Delegates to the APWU National Convention, one in each region, the average representative voting strength is 1 for 8,000., and

Whereas: retirees are reminded by National Leadership of how important our involvement is on political issues and our generous support to COPA,

Therefore be it resolved: To amend the APWU Constitution & By-Laws Article 6, "Representation"; Adding a New Section 6 (Change present Section 6 to Section 7) to read "Whenever in Article 6, Sections 1 through 5, References to: 'National Convention; Local, State, or regional affiliates, or organizations voting strength/representation' such provisions will apply to chartered APWU State and Local Retiree Chapters, with the exception that Retiree Chapters' voting strength/representation will be one (1) for twenty-five (25) or fraction thereof."

Submitted by: 486-487 Area Local

**Concurred:** \_\_\_\_\_ **Non-Concurrence:** \_\_\_\_\_ **Other:** \_\_\_\_\_

---

#5

**APWU Constitution  
Article 9, Section 4(b)  
Support Services**

Whereas: Support Services is a division under the American Postal Workers Union, and

Whereas: At the 2006 Convention the members voted that Craft Division Directors would be compensated equally, and

Whereas: The Support Services Division's Director currently does not receive compensation equal to the other Craft Directors, and

Whereas: The Support Services Division Director negotiates and administers numerous contracts including, but not limited to: Information Technology/Accounting Services, National Postal Professional Nurses, Article 40 and 41 of the APWU National Agreement, as well as private sector units including but not limited to: two separate Mail Transport Equipment Service Centers, and mail haul company contracts including but not limited to: Salmon Companies, Mail Contractors of America, Inc., and Great Lakes Mail Haulers, and

Whereas: The Support Services Division Director represents offices, facilities, and terminals in numerous locations nationwide, and

Whereas: The Support Services Division Director and the Support Services National Business Agent have the same salary,

Therefore be it resolved that Article 9 Section 4(b) shall have the same salary as Article 9 Section 1 (a), 2(a), and 3(a), and

Be it further resolved that the change of salary will be effective November 1, 2019, coinciding with the National election cycle.

Submitted by the Flint Michigan Area Local

**Concurred:** \_\_\_\_\_ **Non-Concurrence:** \_\_\_\_\_ **Other:** \_\_\_\_\_

---

#6

**APWU Constitution  
Article 22  
Amendments**

Whereas: The Retiree Department was established as a vehicle solely for the collection of COPA donations from retirees within the framework of various US Statutes., and

Whereas: Local and State Retiree Chapters were authorized within the framework of the Retiree Department, and

Whereas: When Local and State Retiree Chapters were established, the primary purpose was solely for collection of COPA funds., and

Whereas: The Local and State Retiree chapters activities and expectations have been enormously expanded to provide leadership and support for APWU initiatives such as the recent Staples boycott and involvement in the political process and outreach to other labor unions and community activism activities such as the quest to continue six (6) day delivery or the mails and increase the minimum wage., and

Whereas: Local and State Retiree Chapters have issues unique to retiree concerns that can only be and should be addressed by access to propose amendments to the constitution by being authorized to submit proposals to amend the Constitution., and

Whereas: The Local and State Retiree chapters desire to and some have submitted proposals to amend the Constitution, but those proposals have not been accepted for consideration because it has been ruled by the Secretary/Treasurer that only States and Locals may make such proposals.

Therefore be it resolved: The Constitution shall be amended in appropriate part(s) to confer the same authority for State and Local Retiree chapters as States and Locals to submit and have accepted for consideration proposals to amend the constitution and submit Resolutions to the National Convention.

Submitted by: Traverse City Area Local

**Concurred:** \_\_\_\_\_ **Non-Concurrence:** \_\_\_\_\_ **Other:** \_\_\_\_\_

#7

**MPWU Constitution  
Article 7, Section 3  
Resolutions Breakout**

Whereas: Article 7, Section 3 currently reads: “Section 3. The Convention shall convene at 9:30 a.m. on the first day and recess at 11:30 a.m., immediately after the committee assignments and reconvene at 3:00 p.m. This time is to be utilized for official use by the committees. The Convention shall remain in session until completed.” and,

Whereas: It seems that we receive less and less resolutions to peruse and provide recommendations, and

Whereas: We attempt to place every delegate that is in attendance on a committee to provide him/her the full experience of being at a convention, and

Whereas: With the number of committees, and the reduction of resolutions, much of this time could have been put to better use,

Therefore be it resolved that Article 7, Section 3 is changed to read: "Section 3. The Convention shall convene at 9:30 a.m. on the first day and recess at 12:00 (noon), immediately after the committee assignments and reconvene at 2:30 p.m. This time is to be utilized for official use by the committees. The Convention shall remain in session until completed."

Submitted by: Western Michigan Area Local

**Concurred:** \_\_\_\_\_ **Non-Concurrence:** \_\_\_\_\_ **Other:** \_\_\_\_\_

---

#8

**MPWU Constitution  
Article 7, Section 4B  
Nominations**

Whereas: Article 7, Section 4B currently reads: "[B] No candidate shall be allowed to run for more than one (1) office, except a person running for a Craft Director position, may run also for Area Director of his/her area. Any nominee must accept or decline a nomination for office, prior to the closing of nominations for that office." and,

Whereas: With the current lack of individuals willing to step up to fill positions,

Therefore be it resolved Article 7, Section 4B is changed to read: "[B] Any candidate running for an Area Director position of his/her area, shall also be allowed to run for another officer position (as listed in Article 10, Section 1), except for President, and/or another Area Director position. Any nominee must accept or decline a nomination for office, prior to the closing of nominations for that office.

Submitted by: Western Michigan Area Local

**Concurred:** \_\_\_\_\_ **Non-Concurrence:** \_\_\_\_\_ **Other:** \_\_\_\_\_

---

#9

**MPWU Constitution  
Article 7, Section 4  
Acceptance of Nominations**

Whereas: Currently, the constitution in part reads: "All written nominations must be received by the MPWU Executive Secretary via US Mail, faxed, or hand delivered, by the close of nominations for the elective office of the MPWU Convention.", and

Whereas: With the use of Electronic Mail (e-Mail) and Portable Document Files (PDFs), one cannot distinguish between sometimes between original and/or a copy,

Therefore be it resolved that Article 7, Section 4, in pertinent part is changed to read: “All written nominations must be received by the MPWU Executive Secretary via US Mail, e-Mail, or hand delivered, by the close of nominations for the elective office of the MPWU Convention.”

Submitted by: Western Michigan Area Local

**Concurred:** \_\_\_\_\_ **Non-Concurrence:** \_\_\_\_\_ **Other:** \_\_\_\_\_

---

#10

**MPWU Constitution  
Article 7.6  
Nominations**

Whereas: The MPWU has struggled the last two years to maintain a filled Executive Board in the Area Directors positions, and

Whereas: the MPWU needs to fill these positions to properly represent the Members at Large (MAL’s), and

Whereas: the MPWU has been forced to have some Officer’s cover extra Area’s at a moment’s notice., and

Whereas: MAL’s without a regular representative struggle to get answers and help from the Union., and

Whereas: organizing in offices that never see a representative and struggle to get assistance is extremely difficult.

Therefore be it resolved: The following language be changed in the current MPWU Constitution, Article 7, Section 6. B. prior to “then the President shall”. “for the position of Craft or Area Director,” change to “for the position of Area Director candidates will be accepted from other Areas if there are none from the Area for the position (elected by the delegates from the Area), if there remains a need for the position of Area Director after this or Craft Director,”

Submitted by: Flint Michigan Area Local

**Concurred:** \_\_\_\_\_ **Non-Concurrence:** \_\_\_\_\_ **Other:** \_\_\_\_\_

---

#11

**MPWU Constitution  
Article 11  
Attendance at Assembly and Convention**

Whereas: The MPWU has struggled the last two years to maintain a filled Executive Board in the Area Directors positions., and

Whereas: the MPWU needs to fill these positions to properly represent the Members at Large (MAL’s), and

Whereas: the MPWU has been forced to have some Officer's cover extra Area's at a moment's notice., and

Whereas: MAL's without a regular representative struggle to get answers and help from the Union., and

Whereas: organizing in offices that never see a representative and struggle to get assistance is extremely difficult.

Therefore be it resolved: The following language be added to the current MPWU Constitution, Article 11, Section 6. D. at the end. "The Area Director shall be compensated for two days of the MPWU Educational Assembly and the MPWU Constitutional Convention provided they attend the entire event and meet the requirements in Article 11.6.E. of this Constitution."

Submitted by: Flint Michigan Area Local

**Concurred:** \_\_\_\_\_ **Non-Concurrence:** \_\_\_\_\_ **Other:** \_\_\_\_\_

---

**#12**

**National Agreement  
Article 7  
PTF Hub Memo**

Whereas: It is the American Postal Workers Union goal to create as many career positions as it can, and

Whereas: Many PSEs currently avoid becoming PTFs in smaller offices due to not getting enough hours, and

Whereas: Management does not fully utilize the provisions of the PTF Hub Memo and utilize PSEs instead of the PTFs within a 50 mile radius,

Therefore be it resolved that the APWU seek to add new language to the PTF Hub Memo which adds that if PTFs sign up for this, they are entitled to all available hours in other offices within the 50 mile radius prior to assigning that work to PSEs.

Submitted by: Western Michigan Area Local

**Concurred:** \_\_\_\_\_ **Non-Concurrence:** \_\_\_\_\_ **Other:** \_\_\_\_\_

---

#13

**National Agreement  
Article 7  
PSE Caps**

Whereas: Management continues to harm craft employees by using PSEs not as a support employee, and

Whereas: Management continues to assigned PSEs to cover positions where management has either eliminated these positions or stated they are no longer going to be needed, and

Whereas: Management continues to put no effort into converting PSEs to career, and

Whereas: Management feels the 20% PSE cap is more of a staffing right instead of an allowance, and

Whereas: Management can currently place or assign all of their 20% resources in one office for the staffing levels of the entire district,

Therefore be it resolved that the APWU seek to negotiate a reduction in the PSE cap to 15% in districts and that cap also applies to individual offices in Function 1, 3, and 4 alike.

Submitted by: Western Michigan Area Local

**Concurred:** \_\_\_\_\_ **Non-Concurrence:** \_\_\_\_\_ **Other:** \_\_\_\_\_

---

#14

**National Agreement  
Article 8  
Overtime for PSEs**

Whereas: Currently, when a career employee goes over 60 hours, he/she is compensated at a rate of 50% for those hours, and

Whereas: PSEs are a support staffing however management seems to rely on them more and more to work beyond the prescribed time limits, and

Whereas: PSEs currently have no language barring them from working beyond 60 hours, and

Whereas: PSEs are not compensated for any additional time when they exceed 60 hours except for the normal overtime provisions,

Therefore be it resolved that the APWU negotiate with her counterparts at the USPS to provide language that when a PSE is used in excess of 60 hours, they will be compensated an additional 50% for any and all hours worked beyond 60 hours in a service week.

Submitted by: Western Michigan Area Local

**Concurred:** \_\_\_\_\_ **Non-Concurrence:** \_\_\_\_\_ **Other:** \_\_\_\_\_



#15

**National Agreement  
Article 8  
Work Hours**

Whereas: PSE hours are not guaranteed except for the two hours when scheduled, and

Whereas: PSEs can be moved at will without guarantees between offices within an installation, and

Whereas: PSEs have lives outside of the Postal Service and this uncertainty makes scheduling of free time difficult, if not impossible, and

Whereas: Management can use schedules to retaliate against PSEs without impunity, and

Whereas: Management does not generally allow for PSEs to hold down any position within the Postal Service, except in Motor Vehicle,

Therefore be it resolved that APWU seek to negotiate language that PSEs who work in offices that are 100 man hours or more, are assigned to specific tour and schedule and are allowed to choose those schedule by relative standing.

Submitted by: Western Michigan Area Local

**Concurred:** \_\_\_\_\_ **Non-Concurrence:** \_\_\_\_\_ **Other:** \_\_\_\_\_

#16

**National Agreement  
Article 8  
Consecutive Days Off**

Whereas: Currently, Article 8.2.D states: In postal installations which have 200 or more man-years of employment in the regular work force, career employees in mail processing operations, transportation and vehicle maintenance facility operations will have consecutive scheduled days off, unless otherwise agreed to by the parties at the local level., and

Whereas, Maintenance employees currently have no protection for having consecutive days off, and

Whereas: In 200 or more man-year offices, maintenance scheduling is such that consecutive days off is not difficult to manage or implement,

Therefore be it resolved that: the APWU negotiate a change to Article 8.2.D, and amend it to read: In postal installations which have 200 or more man years of employment in the regular work force, all career employees shall have consecutive scheduled days off, unless otherwise agreed to by the parties at the local level.

Be it further resolved the APWU negotiate an addendum to Article 8.2, and Article 8.2.E reads: In postal installations which have at least 100, but less than 200 man years of employment in the regular work force, at least 50% of all career employees shall have consecutive scheduled days off, unless otherwise agreed to by the parties at the local level.

Submitted by: Western Michigan Area Local

**Concurred:** \_\_\_\_\_ **Non-Concurrence:** \_\_\_\_\_ **Other:** \_\_\_\_\_

#17

**National Agreement  
Article 9  
Higher Level Pay for Amazon Sunday Key Duties**

Whereas: The PSE the heads-up Amazon on Sunday and Holiday is not being paid a higher level, and

Whereas: The (head) PSE is assigned to go over and above all other PSE clerk's duties., and

Whereas: The (head) PSE is assigning Carriers running reports, dynamic routing and other duties that are more responsibility than all other PSE's.

Therefore be it resolved: That the Clerk performing the Amazon duties on Sunday and Holidays that include running reports and dynamic routing be paid a higher level for leading the Amazon delivery.

Submitted by the Flint Michigan Area Local

**Concurred:** \_\_\_\_\_ **Non-Concurrence:** \_\_\_\_\_ **Other:** \_\_\_\_\_

---

#18

**National Agreement  
Article 9  
Upgrade Entry Level Wages for Custodial Employees**

Whereas: Custodial Employees are some of the lowest paid employees, and

Whereas: Starting wages for a Custodial Employees are near poverty levels, and

Whereas: Many of these employees are veterans of the United States military, and

Whereas: A salary inequity exists between career and non-career employees, and

Therefore be it resolved: the starting step of these valuable employees at the entry level be set at Step HH.

Submitted by the Flint Michigan Area Local

**Concurred:** \_\_\_\_\_ **Non-Concurrence:** \_\_\_\_\_ **Other:** \_\_\_\_\_

---

#19

**National Agreement  
Article 10  
PSE Sick Leave**

Whereas: PSE’s do not earn sick leave., and

Whereas: PSE’s are forced to use annual leave that is intended for rest and recreation for illness and injury., and

Whereas: All employees should be able to use annual leave for rest and recreation., and

Whereas: All employees should be covered for illness and injury.

Therefore be it resolved: That PSE employees will be credited with sick leave at the same accrual rate as annual leave for use for illness or injury.

Submitted by the Flint Michigan Area Local

**Concurred:** \_\_\_\_\_ **Non-Concurrence:** \_\_\_\_\_ **Other:** \_\_\_\_\_

---

#20

**National Agreement  
Article 12.5.C.4  
Maintenance Reposting after Excessing**

Whereas: Seniority is an important benefit of working for the Service, and

Whereas: Article 12 events are becoming more and more frequent, and

Whereas: Bidding rights are important to obtaining a choice duty assignment,

Therefore be it resolved that when a Maintenance employee’s duty assignment is targeted to be reposted in a different section, all those junior employees in the same occupational group in that section must be reposted.

Submitted by the Flint Michigan Area Local

**Concurred:** \_\_\_\_\_ **Non-Concurrence:** \_\_\_\_\_ **Other:** \_\_\_\_\_

---

#21

**National Agreement  
Article 17  
Designation of Stewards**

Whereas: APWU Constitution; Article 16.5.d. states that State Organizations are autonomous; thereby validating that State Organizations are charged with providing Union representation to a state's unrepresented Members-At- Large (M.A.L.'s); and

Whereas: The State President, in effect, becomes Member's-At-Large "Local President" for purposes of representation in the contractual Grievance-Discipline Arbitration procedures; and

Whereas: The current procedure to certify a Steward/Area Dir. to represent a M.A.L. unrepresented by an Area Local or Local, involves a State President contacting their Regional Coordinator who, in turn, notifies the appropriate Craft/Div. NBA(s) to certify a Steward/Area Dir., has proven to be cumbersome, resulting in interminable delays providing Union representation, including time sensitive matters, denying members' contractual right to a speedy resolution to their particular issue; and

Whereas: The proposed amendment is intended to streamline the process by eliminating the "middlemen", authorizing the Regional Coordinator to certify the State President as Designee with authority to certify Stewards/ Area Dirs. to represent M.A.L.'s in a facility, still allowing Regional Coordinator's/NBA's to certify where there's no State Organization; and

Whereas: The State of Michigan presents a prime example for the proposed certification of Stewards/Area Dirs. by State Presidents that could participate in a 180-day pilot program with the understanding that states could opt out, thereby retaining their current process; and

Whereas: It's State Organization's experience, and undeniable fact that the current process of certifying a Union Steward/Area Dir. to represent the unrepresented M.A.L.'s in a state is outmoded, fails to consider time consuming delays for both the Regional Coordinator and NBA's as Designee's, and subject M.A.L.'s. Justice delayed is justice denied!

Therefore be it resolved that JCIM 17.2.c. be amended; 4th (and last) sentence, to read: "...In those offices not represented by a Local or State Organization, stewards will be certified in writing by the Regional Coordinator/Designee, to the appropriate Area office."

Submitted by the Flint Michigan Area Local

**Concurred:** \_\_\_\_\_ **Non-Concurrence:** \_\_\_\_\_ **Other:** \_\_\_\_\_

#22

**National Agreement  
Article 25  
Higher Level**

Whereas: Unionism works on the theory of seniority earning and having benefits., and

Whereas: The current language in Article 25.4 forces senior employees into a detail without determining if anyone would volunteer., and

Whereas: This language seems detrimental to the basic belief that seniority gives employees more choices., and

Whereas: As a general principle forcing of employees should be done by junior first., and

Therefore be it resolved that the National negotiating teams, during the next Contract negotiation, strive to change the language in Article 25.4. as follows. For details of an anticipated duration of one week or longer to those higher level craft positions enumerated in the craft Articles of this Agreement as being permanently filled on the basis of promotion of the senior qualified employee, the senior, qualified, eligible, available employee in the immediate work area in which the temporarily vacant higher level position exists shall be asked if they desire the higher level detail (to continue down by seniority). If no volunteers by seniority accept the detail then, the junior, qualified, eligible, available employee in the immediate work area in which the temporarily vacant higher level position exists shall be selected.

Submitted by the Flint Michigan Area Local

**Concurred:** \_\_\_\_\_ **Non-Concurrence:** \_\_\_\_\_ **Other:** \_\_\_\_\_

#23

**National Agreement  
Article 26  
Clothing Allotment**

Whereas: The Clothing Allotment program has been in existence for numerous years, and

Whereas: Throughout the program, until this year, an employee could purchase any type of shoe with his/her allotment, and not limit to only a certain type/kind, and

Whereas: The allotment program covers a vast amount of different crafts and job descriptions, and the shoe meant for a carrier is totally different than one for an Electronic Technician,

Therefore be it resolved, the APWU works with their USPS counterparts and allow those with clothing allotments the option of purchasing any type of shoes or footwear that still meets the Postal Service standard for the person's job.

Submitted by: Western Michigan Area Local

**Concurred:** \_\_\_\_\_ **Non-Concurrence:** \_\_\_\_\_ **Other:** \_\_\_\_\_

#24

**National Agreement  
Article 26  
Clothing Allotment for PTRs**

Whereas: Article 26.3 Annual Allowance – Work Clothing Program: “The annual allowance of eligible employees in the Work Clothes Program and Contract Uniform Program shall be as follows: Clerical, Motor Vehicle, Maintenance (eligible) – work clothes”, and

Whereas: Maintenance (eligible) only refers to Full Time Employees., and

Whereas: Maintenance has many PTR positions that are not eligible but are working near full time hours., and

Whereas: JCIM pg. 172 ...” This program is intended to mitigate the wear and tear of the employee’s personal clothing.” An employee who is less than 40 hours per week but still performing work that deteriorates their personal clothing beyond normal wear and tear should be compensated or allotted a clothing allowance according to the hours stated on their Form 50.

Therefore be it resolved: Article 26.3 Annual Allowance – Work Clothing Program “The annual allowance of eligible employees in the Work Clothes Program and Contract Uniform Program shall be as follows: Clerical, Motor Vehicle, Maintenance (eligible to include Custodial Laborer PTR’s) – work clothes...”, and

Be it further resolved that this Resolution be referred to the APWU National Convention in August 2018 and declared as a paramount issue that the APWU adopt this as the official position of our Union.

Submitted by: Flint Michigan Area Local

**Concurred:** \_\_\_\_\_ **Non-Concurrence:** \_\_\_\_\_ **Other:** \_\_\_\_\_

---

#25

**National Agreement  
Article 36  
Travel (Per-Diem)**

Whereas: The National Center for Education Development, located in Norman Oklahoma is the place where the United States Postal Service (USPS) sends its’ employees for training to learn and expand their knowledge for their jobs, and

Whereas: Currently, when you are sent to Norman, you have to eat at their on-site restaurant/ buffet during the week for all three meals, and

Whereas: Everyone that has been at Norman in the past two years has seen a drastic decrease in food quality of what is provided to the students, and

Whereas: The old adage, put your money where your mouth is, is probably more prevalent to this than most adages, the only way to change the current structure is to make the attendees' "money" talk, and

Whereas: The only way to get things changed and to increase the quality of the dining at this establishment is by making it attractive for those students to spend their money in this eatery,

Therefore be it resolved that the APWU works with the USPS to change how Per Diem is used at Norman and provide the students/attendees who attend the NCED a choice of either eating at the hotel during the week, or receiving full per diem and allowing them to spend these monies where they so choose, and

Be it Further Resolved that the student must make the choice of full Per-Diem or dining at the hotel throughout the week prior to his/her arrival at the school to ensure proper accountability.

Submitted by: Western Michigan Area Local

**Concurred:** \_\_\_\_\_ **Non-Concurrence:** \_\_\_\_\_ **Other:** \_\_\_\_\_

---

**#26**

**National Agreement  
Article 37  
Clerk Conversions**

Whereas: Three or five conversions, as applicable, of full-time residual opportunities will be filled by conversion of PSE's to full time regular status based on their relative standing in the same installation as the full-time opportunities., and

Whereas: Some PTF's in smaller offices have been waiting for years for an opportunity to become full-time., and

Whereas: Career employees should get opportunities by their seniority prior to non-career employees.

Therefore, let it be resolved: That all applicable full-time residual opportunities will be filled by conversion or transfer of PTF's to full-time regular career status based on their relative standing on the seniority roster of PTF clerks within 50-mile radius of the opportunity., and

Let it be further resolved: If there are no PTF requests for transfer or conversions, then the conversion opportunity would move to conversions of PSE's.

Submitted by the Flint Michigan Area Local

**Concurred:** \_\_\_\_\_ **Non-Concurrence:** \_\_\_\_\_ **Other:** \_\_\_\_\_

---

#27

**National Agreement  
Article 38  
Time Frame for Filling Maintenance Residuals**

Whereas: The filling of Maintenance positions is essential to the wellbeing of the Service, and

Whereas: These positions have remained unfilled for lengthy periods of times, and

Whereas: New employees are not being afforded the opportunity to obtain a living wage, and

Therefore be it resolved that a time frame for the filling of Maintenance positions after the completion of the in-craft process will be established.

Submitted by the Flint Michigan Area Local

**Concurred:** \_\_\_\_\_ **Non-Concurrence:** \_\_\_\_\_ **Other:** \_\_\_\_\_

---

#28

**National Agreement  
Article 38.5.B.7  
Maintenance Training "Open Season"**

Whereas: Open season for Maintenance craft employees happens every 3 years in March., and

Whereas: This only covers employees with higher level positions in their facility., and

Whereas: This blocks Maintenance employees from advancing to higher level position in different facilities., and

Whereas: All Maintenance employees regardless of current position, age, sex, race etc. should have the right to advance., and

Whereas: Current language hinders the rights of current Maintenance Craft employees for the potential to promote into higher level positions.

Therefore be it resolved: Maintenance Craft employees that are not on a promotional eligibility roster (PER) may apply for inclusion on the appropriate PER during open season in March. To be offered to all Maintenance Craft employees and not limit any because of the lack of higher level positions at their current facility.

Submitted by the Flint Michigan Area Local

**Concurred:** \_\_\_\_\_ **Non-Concurrence:** \_\_\_\_\_ **Other:** \_\_\_\_\_

---



#29

**National Agreement  
Article 38  
Non-Bargaining Unit Details**

Whereas: In some installations, Maintenance Craft Employees in non-bargaining unit details are bidding on and being awarded local and National Center for Employee Development (NCED) training opportunities, and

Whereas: Article 38.7.E. renders Maintenance Craft employees temporarily detailed to non-bargaining unit positions ineligible to accept any promotions or preferred duty assignments while so detailed,

Therefore be it resolved that the National Negotiating team seek to achieve language that would require all Maintenance Craft employees temporarily detailed to a non-bargaining unit positions to also be rendered ineligible for the purpose of volunteering for and being awarded all Maintenance Craft job training opportunities, and

Be it further resolved that In the event there are no qualified volunteers, Maintenance Craft employees in non-bargaining unit details shall not be excluded for the purpose of involuntary training selections made by inverse seniority as described in Article 38.6.A.3.

Submitted by: Western Michigan Area Local

**Concurred:** \_\_\_\_\_ **Non-Concurrence:** \_\_\_\_\_ **Other:** \_\_\_\_\_

---

#30

**National Agreement  
Article 39  
Desirable Duty Assignments**

Whereas: the Union negotiated language in Article 37.3.A.1. which states “Every effort will be made to create desirable duty assignments from all available work hours for career employees to bid.”, and

Whereas: the APWU has been very successful with the MDAT program using the above language in the Clerk Craft., and

Whereas: getting Management to create positions in the Motor Vehicle Craft has proven to be almost impossible., and

Whereas: some areas of the MVS Craft have continually worked large amounts of overtime while contracting out work at a higher cost., and

Whereas: adding the contracted hours and the overtime hours would show the need for more positions in the Craft., and

Whereas: creating and filling of positions in the MVS Craft would help to lower the overall cost of our in-house labor., and

Whereas: this would continue to show more need for additional MVS Craft employees, allowing for growth in this APWU bargaining unit.

Therefore be it resolved that the National negotiating team, during the next Contract negotiation, strive to obtain similar language for the MVS Craft in Article 39 as afforded the Clerk Craft as follows. "Every effort will be made to create desirable duty assignments from all available work hours and hours contracted, that could have been completed for equal or lesser cost in-house, for career employees to bid."

Submitted by the Flint Michigan Area Local

**Concurred:** \_\_\_\_\_ **Non-Concurrence:** \_\_\_\_\_ **Other:** \_\_\_\_\_

---

On Behalf of the Executive Board - Thank You for being a Delegate to this - the 26th Biennial Constitutional Convention of the Michigan Postal Workers Union.

The membership/delegates are the highest ranking body of this organization. Your input into these proceedings will guide the state organization into the future. As a member of the American Postal Workers Union in Michigan, your voice/vote determines how, what, and where this organization will blaze ahead and progress. Your actions determine the future of this (your) union; not only by submitting resolutions, such as those contained in this book, and voting on them, but also putting them into action upon return and holding those accountable to do so as well. From time-to-time, discussion may become heated, we must remember we are unionist, brothers and sisters in this great union; when we leave this convention, we do so united; remembering our enemy is not within.

If this is your first convention - Welcome and please make every effort to becoming involved. Everyone has had his/her first time at the convention or at a microphone. You learn by doing. Don't be afraid of trying. Be open to meeting others from around the state and our National guests. Use this time to make new acquaintances, and maybe new and long-lasting friendships.

If you need any help, or would like to know more, please feel free to ask.

Here is to a very productive and successful convention!