

Constitution
and
Bylaws

of the

AMERICAN POSTAL
WORKERS UNION
AFL-CIO

Local 390 - Albany NY

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History of APWU Local 390

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Feb 20, 1792 - Washington signs act creating U.S. Post Office

Nov 14, 1889 - United National Association of Post Office Clerks organized

Dec 4, 1906 - National Federation of Postal Clerks chartered by AFL

September 1, 1913 - Charter Albany Branch, Second Division, Railway Mail Association

Apr 25, 1917 - Charter by AFL for "National Federation of Postal Employees (NatFed of PO Clerks + Brotherhood of Railway Postal Clerks)

Mar 18, 1970 - Great Postal Strike - March 25, 1970 back

Aug 12, 1970 - Nixon signs Postal Reorganization Act

January 1, 2022 - Merger with Plattsburgh Area Local #

Past Presidents

Railway Mail Association, Albany Branch / National Postal Transportation Association

1913 - P.J. Schard/y/z?;

National Federation of Post Office Clerks, Local 390

American Postal Workers Union Local 390:

1971

?1984-1993 - Jeff Levitt

1993-1996- Roger O'Rourke

1996-1999 - Mike Tarullo

1999-2008 - Joe Harden

2008-2011 - Gary Merritt?

2011-2018 - Joseph Galipeau

2018-2021 - Dr. John Tabak

2021-present - rev. Ibrahím Pedriñán

Members' Bill of Rights

1. Every member has the right to be respected as a human being.
2. Every member has the right to be respected as a sibling of this Union.
3. Every member has the right to freedom of speech and the right to be heard.
4. Every member has the right to the freedom to listen.
5. Every member has the right to the freedom of the press.

6. Every member has the right to participate in the activities of this Union.
7. Members shall not be denied the right to seek any office or the right to vote in this Union because of race, color, creed, sex, sexual orientation, gender identity or gender expression, nationality, handicap, political affiliation, age, or religion.
8. Every member has the right to support the candidate of their choice and to participate in that right with others.
9. Every member has the right to a fair trial, to be represented by an individual of their choice and to proper appeal procedures.
10. Every member has the right to be secure in their basic rights without fear of political, economic, physical or psychological intimidation.

OFFICERS' OATH OF OFFICE

I, (name) , having been duly elected to office in Local 390 in (CITY) New York of the American Postal Workers Union, AFL-CIO, do solemnly pledge to uphold the Constitution and Bylaws of the American Postal Workers Union, AFL-CIO, and of Local 390.

I further pledge to perform the duties of my office to the best of my ability.

I promise that at the conclusion of my term of office, I will turn over to my successor all books, papers, records, and documents that are the property of the APWU Local 390.

And I further pledge that once I no longer hold an office with the American Postal Workers Union and am no longer a bargaining unit employee, I will never testify in support of the United States Postal Service in any United States Postal Service arbitration or administrative hearing about internal Union discussions and/or decisions that are made by the Union or Union leaders in regard to the American Postal Workers Union's contractual positions and/or American Postal Workers Union's internal policies.

I further subscribe and affirm that if I resign or enter into an EAS position, whether detailed or permanent within one year of resignation or completion of term of office, I will subject myself to full reimbursement to the American Postal Workers Union for any and all training I received during the preceding year whether national, state, or local.

Last but not least, I promise to purchase only union made articles, whenever available, and purchase from unionized retailers, whenever possible.

Failure to perform any of the above will mark me as an individual devoid of honor and destitute of integrity.

CONSTITUTION

American Postal Workers Union, AFL-CIO Local 390

ARTICLE I – TITLE

This body shall be known as Local 390 American Postal Workers Union, AFL-CIO, and shall be affiliated with the National & State bodies of the APWU. Identification as “Albany NY Local” shall likewise be acceptable and interchangeable. The acronym “APWU” shall be an acceptable replacement for “American Postal Workers Union” in all correspondence and communications.

(1.1.June 19, 2015; bold added November 18, 2022)

ARTICLE II – OBJECTIVES

Section 1.

The objectives of this Local shall be:

- to unite postal employees in one organized movement for the advancement of their social and economic welfare, and to aid in the improvement and preservation of the United States Postal Service (USPS).

- to organize the unorganized; to educate our membership in the history of the Labor Movement and to develop an intelligent and dignified membership; to work and vote for the election of political candidates who favor the passage of legislation to improve the welfare and interest of all Labor; to work for the repeal of all laws which are unjust to Labor's movements, goals, and welfare.

(second bullet added November 18, 2022)

Section 2.

We favor an amalgamation of all postal employee organizations and the affiliation of this amalgamated body with the American Federation of Labor – Congress of Industrial Organizations (AFL-CIO). It has been demonstrated by past experience to be the method of advancing the interests of all wage earners and therefore we desire to remain in full affiliation with that body.

(Entire Article II June 19, 2015)

Section 3.

The Local will vigorously oppose any labor unions outside the Postal Service moving into the Postal Service field.

(added November 18, 2022)

ARTICLE III – MEMBERSHIP

Section 1.

Any non-supervisory employee, regardless of level or grade, within the jurisdictional claim of Local 390, is eligible for membership. Those accepted for membership shall pay full National per capita tax plus whatever dues may be required by their local union. A member's good-standing status shall not be affected by the fact that a paycheck for the pay period in which dues deductions are made is insufficient to permit such dues deductions by reason of illness, injury, military leave, pregnancy leave, lay-off, disciplinary suspension, lockout, or strike. The National Union shall not charge the locals for per capita tax on these members during the period but shall through their own resources keep members in good standing to protect their health coverage and any other benefits contingent on that good standing.

Members promoted to a management or supervisory position may retain their membership but will not be eligible to hold an office, attend meetings, have local website access, have a voice or vote in local policy matters. They will not be eligible to be a delegate to any convention, assembly, or seminar.

(final paragraph added November 18, 2022)

Section 2.

- A. No person eligible under the above provisions shall be denied membership because of race, color, creed, sex, sexual orientation, gender identity or gender expression, nationality, handicap, political affiliation, age, or religion.
- B. No officer of this Local can be removed from office other than through the procedures spelled out in the National Constitution. Article 15 of the National Constitution and Bylaws of the APWU shall constitute the proper procedure for the disciplining of any officer or member of this Local.
- C. Any individual officer, steward, or member found guilty of violations of the provisions of this Constitution shall be liable to charges and probation, suspension, expulsion, and other appropriate disciplinary action deemed necessary by a Disciplinary Committee appointed by the Executive Board. In cases of violation of a federal code, the penalty prescribed therein shall take precedence over any action that would be taken by this Local.

(latter B & C added November 18, 2022)

Section 3. Honorary Membership

This Local shall have the power to confer honorary local membership through a two-thirds (2/3) vote at a General Membership meeting. No honorary member shall be eligible to hold office or be seated as a delegate at a convention, nor shall they have a right to vote.

Section 4. Associate Members

Federal-classified, EAS, Mail Handler, Carrier, Rural Carrier and tribal or tribal organization employees under the jurisdiction of this Local may be accepted as Associate Members for Health Plan participation only. They shall pay thirty-five dollars (\$35) per annum for this privilege, five dollars (\$5) of which shall go to this Local. Other bargaining unit employees not under the classification of Federal employees are required to pay full dues - National and Local - in order to obtain APWU Health Plan benefits.

(added November 18, 2022)

Section 5. Retention of Membership

- A. This Local shall have the right to allow members who have resigned from employment in an APWU bargaining unit, or who may have been promoted to positions exercising supervisory authority, the opportunity to maintain their membership without voice or vote.
- B. Members of this Union who retire from employment in an APWU bargaining unit may maintain full membership with all rights of such membership by continuing to pay full per capita taxes to the National Union and whatever dues may be required by the Local. They shall retain the right to vote in all matters.
- C. Retirees who relocate their primary residence to a new geographical area outside the jurisdiction of the local area of their membership after their retirement and remain in the new area for more than one year, may transfer their union membership to the local/area local of their new residence after providing proof of residency to the local/area local they wish to join. Such transfers must be in accordance with the gaining local's constitution and bylaws. The new local will receive their dues.
- D. Retirees whose full dues/per capita payments have lapsed due to extenuating circumstances may appeal for reinstatement to the National Secretary-Treasurer, providing supporting documentation accompanied by written verification by this Local's President and Secretary-Treasurer. The Retirees Department Director shall review retiree appeals for full dues membership reinstatement and report a recommendation to the National Secretary-Treasurer, who shall present the appeal, findings and recommendation to the National Executive Board for a final determination.
- E. Retirees who desire to become members of the Retirees Department shall pay the prescribed per capita tax to the National Union. (edited November 18, 2022)

Section 6. Prohibition

No criticism, reflection, argument or debate touching on any member's race, color, creed, sex, sexual orientation, gender identity or gender expression, nationality, handicap, political affiliation, age, or religion shall be allowed at any meetings of Local 390.

(Entire Article III March 18, 2016; edited November 18, 2022)

Section 7. Mergers

This Local shall follow the current *Merger Guidelines of the APWU* for all mergers. Any Local or Members-at-Large shall submit in writing their interest in merging, shall fill out the requisite paperwork, and submit all requisite records for review. Proof of necessary votes signed by respective officers shall be collected and all required documentation shall be submitted to the National Secretary-Treasurer's office accordingly.

(added November 18, 2022)

ARTICLE IV – NOMINATIONS AND ELECTIONS

Section 1. Non-Emergency Nominations Procedures

- A. Members must be nominated and seconded by members-in-good-standing from the floor at the January meeting.
- B. Nominations will be closed at the end of the January meeting.
- C. No member will be allowed to run for more than one (1) office.
- D. When nominations are made and the member nominated for office is not present to accept the nomination, the member nominating will submit to the Presiding Officer a letter of acceptance upon nomination.
- E. Upon nomination, the candidate must certify in writing they have not served in a managerial or supervisory capacity, detailed or permanent, within the twenty-four (24) month prior to the nomination. (added November 18, 2022)
(edited November 18, 2022)

Section 2. In-Term Vacancy, Non-Emergency Nominations Procedures

Nominations to fill In-Term Vacancies shall be announced per Labor Management Reporting and Disclosure (LMRDA) regulations and made at the next General Membership meeting following the vacancy applying the principles outlined in Article IV, Section 1.A. through D. (the month being modified for the vacancy). (edited November 18, 2022)

Section 3. Non-Emergency Elections Procedures

- A. Candidates nominated for office will draw for position on the ballot (the nominating member will draw for any absent nominee).
- B. All candidates nominated for office in a regular election shall be elected in the month of March. The ballot count shall be complete by the end of the March meeting or the third Friday in March, whichever is later. Candidates nominated to fill an In-Term vacancy shall be elected according to the LMRDA and the schedule determined by the Election Committee.
- C. The officers of this Local shall be elected by secret mail ballot in accordance with the LMRDA and this Constitution and Bylaws. For each office, the candidate receiving the majority of votes - or in the absence of a majority, a plurality of the votes - shall be declared the winner and shall be elected to the position.
- D. Nominees who face no challenger shall be considered the winner, their name shall not appear on the ballot, and take their office at the close of elections.
- E. New Officers will be sworn in at the March meeting or as soon as possible following the election.

- F. Term of office will be three (3) years, or, in the case of In-Term elections, the end of the term that had been vacated.
- G. The Election Committee chairperson shall be responsible for posting the election results and distributing to all installations immediately. (added November 18, 2022)

(edited November 18, 2022)

Section 4. Emergency Election Nominations Procedures

- A. When circumstances prohibit large public gatherings, members shall be nominated (and seconded) by certified letter/return receipt requested sent to:

*Secretary-Treasurer
APWU Local 390
PO Box 13265
Albany, NY 12212*

This letter must be postmarked by the second (2nd) Friday of January to be presented at the January General Membership meeting, the third (3rd) Friday of January. (edited November 18, 2022).

- B. Each letter of nomination shall be signed by the person nominating and must include a signed acceptance letter from the nominee. All nominations shall require a second, presented in writing and signed by the seconder; the same rules and timelines for nominations apply to seconds. (edited November 18, 2022)
- C. Upon nomination, the candidate must certify in writing they have not served in a managerial or supervisory capacity, detailed or permanent, within the twenty-four (24) month prior to the nomination. (added November 18, 2022)
- D. No member will be allowed to run for more than one (1) office and only members eligible to hold office will be considered.
- E. It is the responsibility of each member to keep the Union informed of their current mailing address. This Local will notify members of time limits for submitting nominations and reimburse postage and certified mail fees to all who submit nominations in accordance with this section.

Section 5. In-Term Vacancy Emergency Nominations Procedures

Nominations to fill In-Term Vacancies shall be announced per Labor Management Reporting and Disclosure (LMRDA) regulations and made according to Article IV, Section 4.A. through D (the month being modified for the vacancy). (edited November 18, 2022)

Section 6. Emergency Elections Procedures

- A. Each nominee may draw for position on the ballot provided the relevant emergency regulations with respect to meetings are satisfied, or the nominee may authorize the Election Committee to draw for position. If the Election Committee is authorized, witnessing the drawing may be achieved via a widely available web conferencing application of the Election Committee's choice.
- B. All candidates nominated for office in a regular election shall be elected in the month of March. The ballot count shall be complete by the end of the March meeting or the third Friday in March, whichever is later. Candidates nominated to fill an In-Term vacancy shall be elected according to the LMRDA and the schedule determined by the Election Committee.
- C. The officers of this Union shall be elected by secret mail ballot in accordance with the LMRDA and this Constitution and Bylaws. For each office, the candidate receiving the majority of votes—or in the absence of a majority, the plurality of votes—shall be declared the winner and shall be elected to the position. In the event of a tie, the winner will be decided by drawing lots.
- D. Nominees who face no challenger shall be considered the winner, their name shall not appear on the ballot, and take their office at the close of elections.
- E. All newly elected officers will be sworn in as soon as possible following the election. Officers may be duly sworn in through a web conferencing application of the Election Committee's choice.
- F. Term of office will be three (3) years, or, in the case of In-Term elections, the end of the term that had been vacated.
- G. The Election Committee chairperson shall be responsible for posting the election results and distributing to all stations immediately. (added November 18, 2022)

(Article IV in its entirety amended August 19, 2020; edited November 18, 2022)

Section 7. Appeals

- A. The Election Committee shall be responsible for the conduct of Local Elections and shall decide all controversies arising out of the election process. Any member who feels aggrieved in connection with the conduct of a Local election, including nominating procedures, shall file their grievance with the Election Committee within seventy-two (72) hours after the grievance arises. The Election Committee shall have the authority to adopt rules and regulations as it deems desirable to promptly accomplish the objectives of this section and, where it finds merit in a grievance, it shall have the authority to direct and impose such remedy as it considers necessary and proper.
- B. A member may appeal the decision of the Election Committee to the National Election Appeals Committee (NEAC) under the appropriate articles of the National Constitution. The appeal must be in writing, shall set forth the

relevant facts on which the appeal is based, and shall be filed with the National Election Appeals Committee within five (5) days from the date of the decision appealed from. Pending appeal, the decision of the Local Election Committee will not be in effect.

- C. Officers and Delegates elected through the Election procedures of this Local shall assume and hold office pending final determination under the appeals procedures of this article and the articles of the National Constitution.

(Section 7 added November 18, 2022)

ARTICLE V – OFFICERS

Section 1. Salaries

A. Salaries of Officers shall be as follows:

1. The President's salary will cap at Grade 11, Step P or equivalent monetary value (per CBA Article 9, Table 1-1.2). If the President's current Postal salary is below the median (value of 4JJ + 11P, divided by 2), they shall make the median salary. If by virtue of Step progression the President attains the median salary, the President will receive that plus 17% until they reach the equivalent monetary value of Grade 11, P. The Step Progression Schedule (CBA Article 9, Section 2) may continue beyond the Step of the President's Grade of their Postal salary to obtain the salary cap. The President's salary shall not decrease during the current/concurrent term(s) of office as President. (V.1.A.1.March 20, 2015; edited November 18, 2022)
2. Vice-President \$300.00 per month
3. Secretary-Treasurer \$400.00 per month
4. Secretary \$200.00 per month
5. Treasurer \$200.00 per month
6. Legislative Director \$200.00 per month
7. Associate Office Director \$200.00 per month
8. Clerk Craft Director \$200.00 per month
9. Maintenance Craft Director \$200.00 per month
10. Motor Vehicle Craft Director \$200.00 per month
11. Trustees – All Crafts \$35.00 per month

B. The President will have an allowance of \$125 per month for incidental union expenses. Any unused money shall be returned to the treasury.

C. Should the President or any full-time officer be summoned for Jury Duty, such civic obligations will not negatively impact compensation.

D. The President shall have all expenses paid to attend seminars, conventions, conferences, and other official union activities where the President is representing this Local.

E. The President shall be entitled to all negotiated raises, increases, cost of living adjustments, and any subsequent increase that may be granted. Leave will mirror the Postal Service program. (B.-E. added November 18, 2022)

F. Excluding the President, all Executive Board members who for any reason cannot perform the assigned duties of their elected position for a period in excess of thirty (30) days will no longer receive their monthly salary until such time as they can perform the assigned duties of their elected positions.

(V.1.A.2 through 8 May 21,2021; edited November 18, 2022)

- G. The General Officers of the Local shall be as follows: President, Vice-President, Secretary and Treasurer or Secretary-Treasurer, Legislative Director, and Trustees (all Divisions). (edited November 18, 2022)
- H. All officers, craft directors, and shop stewards will be reimbursed by this Local all lost time, annual leave, and sick leave when performing union business in LWOP status.
- I. Additional Provisions
1. Officers, stewards, delegates, and members of this Local shall be paid at the straight time postal rate (which does not include payment of any overtime or night differential) for duties performed for this Local outside of and in addition to their regular postal tour of duty. This would not apply to Executive Board meetings, duties of officers, General Membership meetings, or special events (i.e. picnics). The President, prior to the performance of these duties, must approve all hours. (edited November 18, 2022)
 2. Officers and stewards shall submit “union time” accountability forms fully completed for approval to the President in advance of requested time if not in danger of violating time limits of the grievance procedure.
 3. Article V. Section 1.H.1 and Article V. Section 1.H.2 shall apply to all Union representatives who are retired and remain in their elected Union positions. Each retiree will be paid at the USPS grade and step that they retired from, including COLAs and contractual increases. (edited November 18, 2022)
 4. For periods of six (6) hours or more, the union time requested shall coincide with the duty schedule of the full-time officer (President).
 5. Any officer, steward, or delegate of this Local who attends an official Union function (training, seminar, conference, convention, arbitration, etc.) on their non-scheduled day, shall be paid for all time served, up to eight (8) hours, at their current USPS straight time rate.

Section 2. Duties of Officers

All newly elected officers will receive the training necessary to fulfill their duties and responsibilities under this Constitution and Bylaws. Approved training will be at this Local's expense.

(added November 18, 2022)

A. President

1. The President shall: preside at all meetings; be a member of all committees; be member/delegate of any and all delegations that may represent this Local at all Conventions, Conferences, etc., and at any

time or place wherever it is officially represented; be Chairperson for all delegations or committees representing this Local; be designated chief spokesperson for this Local in all negotiations and Labor-Management meetings. (added November 18, 2022)

2. The President shall represent this Local on a full-time basis, five days a week, 40 hours per week, and shall be compensated according to Article V, Section 1. Excluding health insurance, the Union shall pay the total cost of all benefits, excluding the employee's portion of their retirement and life insurance received by the full-time officer from the USPS at the time of assuming office. With respect to health insurance, during each open season or qualifying life event, the President will choose one of the following options:
 - a. The Union shall pay the cost of health insurance, excluding the employee's portion, from one of the plans available through the USPS to members of this Local, unless that plan is one of the two APWU-sponsored health plans.
 - b. The Union shall pay the cost of either of the two APWU health plans, excluding the employee's portion, and the union will also pay the president a stipend of \$150 per pay period for as long as the president remains in office and remains a subscriber to an APWU-sponsored health plan.
 - c. The Union shall pay the president a stipend of \$150 per pay period for as long as the president remains in office and for as long as the president opts not to subscribe to any health plan.
 - d. Retirees who are elected to the Presidency will not receive the \$150 stipend per pay period.

(Article V.2.A.2 Amended June 18, 2021)

3. The President shall appoint all necessary committees to serve during the term of office. The President is required to first choose from the Executive Board members and shop stewards for a Labor-Management meeting or any committee the President may wish to form. If none or not enough officers and shop stewards are available, the President may then choose from the General Membership.
4. The President must sign all orders drawn from the Treasury.
5. The President shall be responsible for the official correspondence of this Local.
6. The President shall prepare and distribute notices of meetings ten (10) days prior to the meeting.
7. The President shall direct the other Officers in their responsibilities and assign them duties as needed.

8. The President shall appoint and/or dismiss Shop Stewards as needed under the provisions in the Constitution.
9. The President shall perform such other duties as this Local may require.
10. The President shall continue to receive the same amount of annual and sick leave they received upon retiring or were receiving from the U.S. Postal Service prior to being elected to office. A President will receive any leave increases as their Postal years of services entitles them per CBA Article 10. Any unused annual or sick leave will be reimbursed up to two weeks at the end of the year. (edited November 18, 2022)
11. If the Local President is retired from the US Postal Service and remains in office, they will be entitled to be paid for all holidays that are listed under Article 11 of the current Collective Bargaining Agreement.
12. In the event any Elected Officer becomes temporarily incapacitated and unable to perform the duties of their position for a time period of over a month in duration, the President shall retain the right to assign a Temporary Officer to fill the vacant position for such time until the Elected Officer returns to duty, subject to the approval of the Executive Board. The Temporary Officer shall perform all the duties of the position and shall be compensated according to Article V, Section 1 of this Constitution. The Elected Officer will inform the Executive Board in writing when they are ready to return to perform their duties. Upon approval, the Temporary Officer will vacate the position. (added November 18, 2022)

B. Vice-President

1. The Vice-President shall perform the duties of the President in case of the President's absence or inability to attend to the duties of the office and shall be "Interim President." (edited November 18, 2022)
2. In the case of a vacancy in the Office of President, the Vice-President automatically becomes President until the In-Term Vacancy procedures outlined in Article IV are completed. (added November 18, 2022)
3. The Vice-President shall, under the direction of the President, assist in handling any union business.
4. At the direction of the President, the Vice-President will screen and assist on grievance matters.

C. Secretary and Treasurer or Secretary-Treasurer

1. Secretary

- a. The Secretary shall submit a written report to the Local at all General Membership meetings.
 - b. The Secretary shall keep an accurate record of all Executive Board and General Membership meetings.
 - c. The Secretary shall reserve all halls for meetings.
 - d. The Secretary shall post all notices for meetings, special meetings, and maintain this Local's contact lists. (added November 18, 2022)
 - e. The Secretary shall assist in editing the regular publication(s) of this Local. (added November 18, 2022)
2. Treasurer
- a. The Treasurer shall disburse all monies by check, countersigned by the President.
 - b. The Treasurer shall maintain records and bills of all monies disbursed and present the same to the auditor.
 - c. The Treasurer shall maintain a checking account for the general fund.
 - d. The Treasurer shall collect and deposit all dues and monies for this Local.
 - e. The Treasurer shall also handle the funds of the American Postal Workers Accident Benefit Association Insurance Fund.
 - f. The Treasurer shall be the purchasing agent, along with the President, if necessary, for all standard office supplies.
3. Secretary-Treasurer - in the event the Secretary-Treasurer role is combined, they will perform the combined duties of 1. Secretary and 2. Treasurer above. (added November 18, 2022)

D. Legislative Director

1. The Legislative Director shall inform the members of legislation affecting APWU members as well as organizing voter registration committees and get out the vote campaign.
2. The Legislative Director shall report to the members the activities of their representatives at all levels of government.
3. The Legislative Director shall be the associate editor of any Local publication or newsletter and, with the support of this Local, shall be responsible for any mailing of such to the members.

(Entire V.2.D. June 19, 2015)

E. Associate Office Director

1. The Associate Office Director shall be elected by all dues-paying

members in the associate offices this Local represents.

2. It shall be the responsibility of the Associate Office Director to handle all problems and grievances of the associate offices with the assistance of the Craft Director(s) (if necessary).
 3. Any Associate Office stewards shall work under their direction.
 4. They shall be a member of the Associate Office Negotiating Team.
 5. They shall receive a salary commensurate with all Directors.
- (E. added November 18, 2022)

F. Craft Directors: Clerk, Maintenance, and Motor Vehicle Divisions.

1. Craft Directors shall be charged with the responsibility of handling all problems and grievances assigned to them by the President.
2. At the direction of the President, the Craft Directors will screen and assist on grievance matters and as members of the Grievance Committee will oversee the entire grievance procedure.
3. Craft Directors will be required to attend their respective craft conferences. With the approval of this President, the Craft Director may select a replacement from the stewards in their craft when the Director is unable to attend their Craft Conference.

G. Trustees

1. There shall be three Trustees. Trustees will meet quarterly to review the financial records of the Local. Meetings will be scheduled at a time convenient to the Trustees and the Treasurer or Secretary-Treasurer. If an agreement cannot be reached by a majority of the parties, the President will schedule the meeting.
2. Leave without pay (Union LWOP) may be granted to facilitate review of the financial records of this Local. (Article V Section F - now G - amended October 15, 2021)

H. Special Assistant - Appointed

1. The Special Assistant shall be appointed by the President. It shall be a part-time position, limited to no more than 1,000 hours per year.
2. The duties of the Special Assistant shall include, but are not limited to, assisting all stewards and officers in preparing and appealing all grievances, from step one (1) through arbitration, including conducting grievance and arbitration hearings.
3. The Special Assistant shall assist the Vice-President and Craft Directors in setting up and conducting training whenever necessary.

4. The Special Assistant shall assist the President, and other officers in setting up and conducting Labor-Management meetings in all offices represented by this Local.
 5. They shall be compensated by receiving lost time, plus ten (10%) percent, not to exceed the restrictions listed above, plus necessary mileage and expenses. They shall receive \$50.00 for each General Membership meeting they attend, to be paid annually.
- (H. added November 18, 2022)

Section 3. Executive Board

- A. The Executive Board will consist of the President, Vice-President, Secretary and Treasurer or Secretary-Treasurer, and all Directors.
- B. Duties of the Executive Board:
 1. The Executive Board shall be the highest ranking body of this Local between General Membership meetings and shall be empowered to conduct any business that is entrusted to them by the membership, or as provided by this Constitution. A simple majority of the total number of members of the Executive Board shall constitute a quorum for the transaction of business at regular Executive Board meetings.
 2. The Executive Board will meet at least monthly at the call of the President or majority vote of the Executive Board. The Secretary (or Secretary-Treasurer) shall keep a record of business transacted, and shall report disposition of items discussed, recommendations, attendance, and those excused at the following General Membership meeting.
 3. The Executive Board shall meet in executive session and have the authority to conduct the business of this Local. Recommendations of the Executive Board shall be acted upon at the next General Membership meeting during approval of the Executive Board minutes. It shall be authorized to act on all financial matters which may arise between the General Membership meetings. (1.-3. Added November 18, 2022)
 4. The Executive Board shall report on and recommend to the Local any matters affecting this Local, which may be referred to them by action at a meeting.
 5. The Executive Board minutes will be reported to this Local at the General Membership meeting.
 6. No monies shall be paid to Executive Board members for Executive Board meetings except for on-the-clock time (lost time from work).

7. Any Executive Board officer of this Local, who upon reaching the pay status of supervisor or acting supervisor, regardless of their status, must tender their resignation as an Officer of this Local and must notify the Executive Board immediately.
8. It shall be a requirement of Executive Board members that they attend at least six (6) meetings per year unless excused by the Executive Board.
9. The following shall be the line of succession of officers of the Local in the event of the death or resignation of the President until such time as Article V, Section 4 may be executed.
 - i. Vice-President
 - ii. In the event that the Vice-President is not available to assume the duties of the President, the Executive Board shall select by secret ballot, from members of the Executive Board, a successor to assume the office of the President.
10. If these requirements are not fulfilled, the officer(s) shall be removed from office. Removal of officers is governed by Article 15 (Local and Membership Protection) of the APWU National Constitution. (9. - 10. added November 18, 2022)
11. General Officers and Craft Directors will waive any financial gains during the process of signing up new members at orientations of new employees of the USPS.
12. All expenses must be approved by the President. All receipts must be provided to this Local in order to be reimbursed.
13. Any officer, director, delegate, steward, or committee member applying for a postal supervisory position shall immediately resign their office and/or position. (12.-13. added November 18, 2022)

Section 4. Filling In-Term Vacancies of Officers

If a vacancy occurs for any reason among the General or Executive Officers or the Craft Directors of this Local in the first twenty-two (22) months of their term, a new election for that office will be held. If a vacancy should occur in the last fourteen (14) months of the term, the Executive Board will fill the term per Article V, Section 3.B.9. (Article V Section 4 amended to new title October 16, 2019; edited November 18, 2022)

Section 5. Delegates

- A. When it is voted upon that more than one (1) delegate shall attend a Convention, these delegates shall be members of the Executive Board.
- B. Delegates shall be insured while at National or State Conventions. The premium shall be paid by the Union under a blanket policy.
- C. State and National Convention Delegates beyond the Executive Board are

nominated (duly seconded) at the March General Membership meeting and elected by secret ballot at the May General Membership meeting. Convention delegates must be members-in-good-standing, must not have held any supervisory role in the previous 24 months, and must have attended at least half of the General Membership meetings of the prior 24 months. The Executive Board will verify these credentials.

- D. All Executive Board members of this Local by virtue of their office and having been elected by the membership during local elections will be delegates to the National Convention provided they have attended the majority of Executive Board and General Membership meetings. The expenditures will be approved at the March meeting by vote or the appropriate line item on the budget.
- E. All delegates shall vote as a block after caucusing at Convention.
- F. The nominating meeting for convention delegates will be held in March of the convention year. Election of delegates to the State and National Convention shall be by secret ballot on the third Friday in May at the General Membership meeting. All delegates shall be elected by the members present and voting in their respective crafts. For Special conventions, delegates shall be elected by a majority vote of the members present and voting in a General Membership meeting.
- G. Those seeking to be delegates to the APWU National Convention must attend at least six (6) scheduled General Membership meetings in the calendar year preceding the delegate election year. Members will be given credit for attending General Membership meetings when the meetings are proven in conflict with travel or attendance related to active military duty, reserve military duty, or required Postal training.
- H. Any delegate who is disqualified or withdraws from their delegate role may be replaced by the President in consultation with the Executive Committee.
- I. All delegates to any Union function requiring Local expenditures shall make a written report of the proceedings to the President within ten (10) days. The President shall combine these reports and they shall be made available at the subsequent General Membership meeting. All reports will become official records of this Local.
- J. This Local will pay for room, transportation, and GSA Per Diem Rates for State and National Conventions. This Local has the option to provide transportation (airfare or equivalent gas expense). This Local's *Spending Policy* will provide the guidelines for travel expenses and reimbursements for all officers, stewards, delegates, and members.
- K. Delegates to the Central Labor Council and Area Labor Federation are appointed by the President at the recommendation of the Executive Board.
(C.-K. ADDED November 18, 2022)

Section 6. Restrictions

All officers, stewards, delegates, and members-in-good-standing with this Local shall be prohibited from out-of-town training, seminars, and educational conferences (including facility and craft conferences), at this Local's expense, unless they have met the meeting requirements of attending at least five (5) membership meetings within twelve (12) months prior to the training.

(added November 18, 2022)

ARTICLE VI – SHOP STEWARDS

Section 1. Appointment and Dismissal

Shop Stewards shall be appointed and dismissed by this President with the concurrence of the Vice-President and the steward's Craft Director. Shop Stewards must be members-in-good-standing and shall be assigned on their tour to a section or sections determined by this President.

Within ninety (90) days after assuming stewardship, the Vice-President and Craft Director shall consider the retention of said steward, and advise the President accordingly. Within sixty (60) days of assuming Elected Office, the President and Craft Director shall consider the retention of each steward within the Craft. (added November 18, 2022)

Section 2. Duties

- A. Shop Stewards are charged with policing and enforcing the National and Local Agreements.
- B. Shop Stewards shall represent all Bargaining Unit employees in sections assigned to them with fairness and without prejudice.
- C. Shop Stewards shall attend all training approved by this President and be compensated by this Local for expenses and lost work hours resulting from such training.
- D. Shop Stewards are strongly encouraged to attend union meetings.
- E. Shop Stewards should consult with their Craft Directors on grievance matters.
- F. Shop Stewards shall return to this Local any and all documents, memory sticks, keys, computers, accessories, and all other inventory or properties upon resignation or dismissal. (added November 18, 2022)

Section 3. Steward Compensation

- A. Shop Stewards shall be paid \$3 per day for each day served as a steward, paid quarterly (Jan-Mar, Apr-Jun, Jul-Sep, Oct-Dec). (edited November 18, 2022)
- B. Shop Stewards who serve as a steward for 365 consecutive days receive an anniversary bonus of \$100 each 365-day period as long as they are a Shop Steward.
- C. Executive Board Members who also act as Shop Stewards shall not receive this compensation but shall receive a salary as outlined in Article V, Section 1. (Section 3 edited May 20, 2022)

ARTICLE VII – DUES

Section 1. Revenues

- A. The revenues of this Local shall be derived as follows:
1. The dues of each member shall be payable through dues withholding plus any National assessment. New members joining Local 390 must sign a payroll deduction form for dues.
 2. The revenues of this Local shall be derived from membership dues and from any other source which may be approved by a majority vote of the members present at any General Membership meeting.
 3. Any motion for a dues increase shall automatically be tabled and voted upon at the subsequent General Membership meeting. A notice shall be posted on bulletin boards, website, etc. for seven (7) consecutive days, notifying the Membership of the pending vote on said dues increase.
 4. Dues shall increase with each negotiated contractual raise, according to the National APWU guidelines and regulations of National Constitution Article 16. (2.-4. added November 18, 2022)
 5. Retirees wishing to retain membership as allowed in Article III, Section 5 must pay National and Local Dues by one of the following methods:
 - a. Pay the total of their Local and National Dues not less than quarterly, to the Treasurer or Secretary-Treasurer, who will then forward the National dues to the APWU Accounting Department, or
 - b. Split payments. One payment for the Local dues and no less than quarterly payments of their National Dues to the APWU National Office.

(Article VII Section 1.A.2. Added by amendment June 20, 2019)

Section 2. Delinquent Members

Any member failing to pay dues for two (2) months shall be notified by the Treasurer or Secretary-Treasurer of such delinquency and shall stand suspended from all benefits and privileges of this organization. (added November 18, 2022)

Section 3. Reinstatements

- A. Any suspended member may apply for reinstatement and be duly elected at any meeting of this Local upon payment of back dues and signing of the payroll deduction form.
- B. No member may be reinstated more than once.

ARTICLE VIII – MEETING PROCEDURES

Section 1.

- A. No criticism, reflection, argument, or debate, touching on any member's creed, color, or other nationality or political party shall be allowed at any meeting of this Local.
- B. No member shall, without authority, divulge to non-members any of the proceedings of this Local. (added November 18, 2022)
- C. Proceedings of the meeting shall be confined to the meeting rooms of this Local only.
- D. A General Membership meeting may be postponed or the date and/or time changed by a majority vote of the members present at a previous General Membership meeting, or by order of the Executive Board. (added November 18, 2022)
- E. The General Membership meeting shall have final authority to override decisions of the Executive Board or of the President in regard to expenditures of this Local. Expenditures of the Local shall be subject to the following in accordance with the above:
 - 1. It shall be prohibited for any officer or member of the Local to enter into any contract, loan, or promissory note, either written or verbal, involving monies or expenditures of the Local without the prior approval of the Executive Board and the majority of the members present and voting at a General Membership meeting.
 - 2. It shall also be prohibited for any officer or member to make a fraudulent report in connection with the items above.
 - 3. The President, a majority vote of the Executive Board, or a majority vote of the members at a General Membership meeting may call a Special meeting and no less than seven (7) days notice shall be given via union bulletin boards, and may include union website, listserv, and social media. The notice shall include time, place, and agenda and only such agenda item(s) will be addressed in the meeting. Quorum shall be required. (added November 18, 2022)

Section 2. Presiding Officer [RELOCATED FROM ARTICLE XI November 18, 2022]

In the absence of the President and the Vice-President at a General Membership meeting or a Special meeting, the Executive Board Officers will appoint a presiding officer.

ARTICLE IX – AMENDMENT

Section 1.

- A. This Constitution and Bylaws may be amended by a two-thirds (2/3) vote of all members present at a General Membership meeting, provided due notice of any proposed change has been posted in writing for a period of seven (7) consecutive days between General Membership meetings. Any member, by written and signed request, may obtain a copy of the proposed change from their Craft Director.
- B. No section of this Constitution and Bylaws may be amended more than once in ninety (90) days. An amendment to the Constitution must be submitted in writing at a General Membership meeting, signed and dated by the maker of the motion, and the member seconding the amendment. In addition, the amendment must be signed and dated by the Chair.
- C. All changes to this Constitution and Bylaws shall:
 - 1. Be archived with the minutes of the meeting in which the change occurred and such archives shall be maintained in a manner easily accessible to succeeding officers, and
 - 2. Be annotated in the new version of the Constitution and Bylaws immediately following the changed language showing a date in parentheses representing the date the change was approved by the members.

(Entire Article IX amended June 19, 2015)

- D. A defeated amendment is prohibited from being presented again within a period of six (6) months after its defeat.
- E. All amendments with corresponding sections in the Bylaws will automatically be mirrored. (added November 18, 2022)

Section 2. Separability

Should any part or provision of this Constitution and Bylaws be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provisions of this Constitution and Bylaws shall not invalidate the remaining portions of this Constitution and Bylaws and they shall remain in full force and effect. (added November 18, 2022)

Section 3. Authority

This Local Executive Board shall have the authority to amend this Constitution and Bylaws as necessary, to remove any conflict between its provisions and those of any applicable Federal or State laws, and the APWU National Constitution and Bylaws. The

Executive Board shall notify the membership, in writing, of any changes made. (added November 18, 2022)

ARTICLE X – MEMBER BENEFITS

Section 1. Birth in Family Benefit

Any member of this Local who has a birth in their family shall be entitled to a gift in the form of a check for \$100.00 from the Union for each child born. The member is solely responsible for informing the Union of the child's birth and providing the Union with all relevant information (i.e. member's and child's full name and proof of date of birth). The member would have one (1) year from the child's date of birth to provide the Union with all necessary information in order to receive this benefit.

Section 2. Adoption Benefit

Any member of this Local who adopts a child into their family shall be entitled to a gift in the form of a check for \$100.00 from the Union for each child adopted. The member is solely responsible for informing the Union of the child's adoption and providing the Union with all relevant information (i.e. member's and child's full name and proof of date of adoption). The member would have one (1) year from the date of the child's adoption to provide the Union with all necessary information in order to receive the benefit.

(Article X Sections 1.A and 2.B amended June 20, 2019)

Section 3. Death Benefit

This Local will offer a death benefit (up to \$40.00) for members and retired member's families. (edited November 18, 2022)

Section 4. Retirement Benefit

Any member who retires from the USPS, who has been a member-in-good-standing in this Local for the previous ten (10) years prior to their retirement, shall be eligible for a retirement benefit gift not to exceed \$120.00. All gifts associated with this benefit shall be equally applied for all retired members. It is the responsibility of the retiree to inform the Union of their impending retirement to ensure timeliness in receipt of this benefit.

(Article X amended August 19, 2020)

ARTICLE XI - APPOINTED REPRESENTATIVES

Section 1. Health Plan/ABA Representative

- A. The Health Plan/ABA Representative shall assist the Treasurer or Secretary-Treasurer with duties involving both of these APWU benefit organizations.
- B. The Representative shall be appointed by the Executive Board and must be a member of either of the benefit organizations.
- C. The Representative may assist this Local with any problems involving the benefit organizations.
- D. The Representative shall submit a report at the General Membership meeting.
- E. The Representative is not paid a salary.
- F. The Representative is not a member of the Executive Board.

Section 2. Chaplain and Sergeant-at-Arms

Chaplain and Sergeant-at-Arms will be appointed by the Executive Board.

Section 3. Editor and Assistant Editor

Section 4. Organizing

Section 5. Associate Office Stewards

Section 6. OWCP Rep

Section 7. Retirement Rep

Section 8. Safety Coordinator

Section 9. Parliamentarian

The Parliamentarian shall be appointed by the Executive Board. The Parliamentarian shall be provided a personal copy of the current edition of *Robert's Rules of Order* and the Constitution and Bylaws of this Local. The Chair shall refer all questions regarding parliamentary procedure to the Parliamentarian for advisement. Unless overridden by two-thirds (2/3) of the members present and voting, as provided in *RRO*, the decision of the Chair shall stand.

(3.-9. added November 18, 2022)

ARTICLE XII – ELECTION COMMITTEE

- A. The Executive Board shall select eligible members to serve on an Election Committee no less than three (3) months prior to the General Membership meeting for nominations. (edited November 18, 2022)
- B. The Election Committee shall consist of five (5) members not seeking office in the pending election.
- C. The Election Committee shall serve a term of three (3) years in case of In-term Vacancies. (added November 18, 2022)
- D. These five members shall elect one (1) Chairperson from the Election Committee.
- E. The Election Committee is responsible for carrying out the Elections process as outlined in the *LMRDA: ELECTING UNION OFFICIALS BY MAIL* which shall be made available to them through the local Union office. The Local shall pay the Election Committee for its services.
- F. At the discretion of the Executive Board, the Local may select a recognized outside ballot association to conduct the election under the supervision of the Election Committee.

(By Laws Article XIII amended October 16, 2019)

ARTICLE XIII – HEALTH AND SAFETY COMMITTEE

- A. The Chairperson shall be appointed by the President.
- B. There will be one delegate from each Craft.
- C. The Chairperson will report to the Executive Board and the General Membership meeting following a Health & Safety Committee meeting.
- D. Expenses shall be approved in advance by the President and will be paid by the Union. (edited November 18, 2022)

ARTICLE XIV – GRIEVANCE/ARBITRATION COMMITTEE

- A. The President, Vice-President, and the Craft Division Directors will be members of the Committee.
- B. The President will chair the Committee and the Vice-President will substitute for the President as needed.
- C. Meetings will be held weekly if needed.
- D. Members of this Committee will be reimbursed for LWOP if the meeting is during their regularly scheduled work hours.
- E. The Committee will screen grievances and assist Shop Stewards and Officers with their grievances if needed.
- F. The Committee will determine the policy of the Local on grievance issues and grievance appeals.
- G. Decisions to not appeal a grievance by a Shop Steward may be appealed by members to the Committee in writing. The member appealing Shop Steward's decision may meet with the Committee to present their point of view.
- H. The Committee's determination on issues will be final.

ARTICLE XV - OTHER COMMITTEES

Section 1. Committees

Additional Committees may be convened and members appointed at any time by the direction of a General Membership meeting action or by the Executive Board. The following list is not all-inclusive and may be chartered with other objectives.

- Budget & Finance Committee
- Constitution Committee
- Organization Committee - Organizing & Human Resources
- Social & Recreation Committee
- Legislative Committee
- Publicity Committee
- Task Force(s)

Section 2.

- A. Upon recommendations, the President will appoint the necessary number of committee members. The President shall appoint a Chairperson if the committee does not appoint from among their ranks.
 - B. Committees will meet upon call by the President and/or Chairperson as directed by the President.
 - C. All title supervisors, managers, and postmasters are prohibited from attending any union functions. Any proceeds realized by any event shall go to this Local's General Fund, unless otherwise designated by the members or Executive Board.
- (Article XV added November 18, 2022)

BYLAWS

American Postal Workers Union, AFL-CIO

Local 390

ARTICLE I – ORDER OF BUSINESS

Section 1.

- A. The Order of Business at General Membership meetings shall be as follows:
1. Call to Order and Roll Call of Officers
 2. Reading of the Minutes of the previous General Membership meeting and Executive Board meeting
 3. Treasurer's Report
 4. President's Report
 5. Officers'/Delegates' Reports
 6. Questions and Answers of Officers
 7. Correspondence and Bills
 8. Unfinished Business
 9. Nominations/Elections
 10. New Business
 11. Good and Welfare of the Union
 12. Adjournment

Section 2.

The Order of Business may be transposed at any time by a majority vote.

ARTICLE II – QUORUM

Five members, exclusive of the Executive Board, will constitute a quorum. Less than that number may adjourn to meet at a future specified time.

ARTICLE III – RULES

In the absence of other authority, the deliberations of this Local shall be governed by the current edition of *Robert's Rules of Order*.

ARTICLE IV – MEETINGS

- A. This Local shall meet on the third Friday of the following months: January, March, May, June, September, October, and November at 1600 hours (4 P.M.) unless changed by a majority vote at a previous meeting to another day and/or time of the same month. (Article IV.A. Amended January 17, 2020)
- B. Executive Board meetings may be called by the President or by a majority vote of the Executive Board at any time.
- C. A petition signed by 25 members-in-good-standing can call a special meeting of the membership. (added November 18, 2022)
- D. The President, a majority vote of the Executive Board, or a majority vote of the members at a General Membership meeting may call a Special meeting and no less than seven (7) days notice shall be given via union bulletin boards, and may include union website, listserv, and social media. The notice shall include time, place, and agenda and only such agenda item(s) will be addressed in the meeting. Quorum shall be required. (mirrored from Article VIII, Section 1.E.3. November 18, 2022)

ARTICLE V – TIME LIMITS

- A. In order to expedite business at General Membership meetings, speakers on motions are limited to the following time limits:
 - a. Maker of motion: three (3) minutes
 - b. Pro and con speakers: two (2) minutes
- B. Pro and Con speakers may not speak again after their first opportunity until all other speakers have had the opportunity to speak at least once.
- C. No speaker may speak more than twice on any motion.
- D. The rules may be suspended for a specific motion by two-thirds (2/3) vote by the members present at a meeting.

ARTICLE VI – SPENDING

- A. Motions from the floor at a General Membership meeting are limited to \$1,000.00 in total cost. All others must be submitted, dated and signed, to this President at least fifteen days in advance of the scheduled General Membership meeting. The President will place all motions on the meeting announcement notice posted ten days in advance.
- B. All motions for donations submitted by the membership shall be limited to the amount of \$100.00.
 - 1. Only one donation per year can be submitted for the same organization.
 - 2. The Local 390 sponsorship of a child's sporting team or event shall be limited to one (1) team or event per year.
 - 3. Members of Local 390 are limited to two (2) motions for donations per meeting to be voted on by the members present at the meeting.
- C. In-so-far as possible, this Local shall trade only with those businesses or firms recognizing unions where such businesses or firms are organized within the metropolitan area of this city. All material and supplies used by this organization shall be made by union labor, and must bear the union label whenever possible. (added November 18, 2022)
- D. The Union label shall be promoted by this Local at all times. (added November 18, 2022)