

**Constitution and By-Laws  
Of the  
American Postal Workers Union  
Charleston WV Area Local #133**

**TABLE OF CONTENTS**

	<b>Page</b>
Oath of Office.....	2
<b>Article</b>	
1. Name.....	2
2. Objectives.....	2
3. Membership.....	3
4. Meetings.....	5
5. Eligibility for Office.....	6
6. Officers.....	6
7. Executive Board.....	7
8. Nomination for Office.....	8
9. Election of Officers.....	9
10. Election Appeals.....	9
11. Duties of Officers.....	10
12. Conventions, Conferences, Seminars, Schools and Training.....	14
13. Local and Membership Protection.....	16
14. Revenue.....	16
15. Amendments.....	16
16. Expenditures.....	16
By-Laws.....	18

## **OFFICER'S OATH OF OFFICE**

I, (name), having been duly elected to office in the Charleston Area Local #133 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 the Charleston Area Local #133.

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 Charleston Area Local #133.

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

### **Article 1 Name**

This organization shall be known as Charleston, West Virginia Area Local, American Postal Workers Union.

### **Article 2 Objectives**

SECTION 1. To unite the Clerk, Maintenance and Vehicle Maintenance service crafts within the Charleston, WV Area Local into a unified force for their social and economic well-being as a group and as individuals.

SECTION 2. To foster and promote a spirit of good will and fellowship among all postal workers.

SECTION 3. To cooperate effectively with all bona fide postal employee organizations in matters which do not conflict with the objective and interest of the Charleston, WV Area Local in carrying forward a program for improved working conditions and a better postal service.

SECTION 4. To cooperate with the National American Postal Workers Union.

### **Article 3 Membership**

SECTION 1. Any non-supervisory employee, regardless of level or grade, within the jurisdictional claim of the APWU is eligible for membership. Those accepted for membership shall pay full per capita tax plus whatever dues may be required by Charleston, WV Area Local. A member's good standing status shall not be affected by reason of the fact that his/her paycheck for the payroll period in which his/her dues deductions are made is insufficient to permit such dues deductions, by reason of illness, injury, pregnancy leave, lay-off, military leave or disciplinary suspension.

SECTION 2. Any postal employee eligible to be a member of the APWU who voluntarily holds a managerial, supervisory or EAS position with responsibility for issuing or recommending discipline, or applying or interpreting the National Agreement for the equivalent of one (1) pay period in a year shall be ineligible to hold office at any level, including appointed positions, of the APWU or to be a delegate to any convention held by the APWU, so long as the employee continues to serve in such position and for a period of one (1) year from the time the employee vacates such position. Any postal employee who has submitted an application to a managerial, supervisory, or EAS position with responsibility for issuing or recommending discipline or for applying or interpreting the National Agreement shall withdraw such application prior to acceptance or nomination for any office in the APWU. Elections shall be held at the next meeting or special meeting to fill any vacancies created by the above. Supervisors or persons acting on 204B or OIC shall maintain their membership for the sole purpose of retaining union insurance in force while paying full union dues. Any member acting in a managerial position shall have no voice or vote in the union.

SECTION 3. An application for membership must be signed by the employee seeking membership. An applicant shall be considered a member of this area local when they sign the application form 1187. New members shall be announced at the next scheduled

regular monthly meeting. Members who withdraw from the Charleston WV Area Local shall be announced at the next scheduled regular monthly meeting immediately following the withdrawal.

SECTION 4. Any retiring member who wishes to retain full membership in the Charleston WV Area Local shall have their dues set at the PSE membership rate. These dues shall be automatically increased in accordance with the formula outlined in the National APWU Constitution and By-Laws. They shall receive a ballot from the craft last served while on active duty.

SECTION 5. Honorary membership. Such members shall be known as Honorary Members. No Honorary Member shall be eligible to hold National or Local office or be seated as a delegate at a convention, nor shall he/she have the right to vote. Honorary members shall not be liable for the payment to attend functions of the local.

SECTION 6. The good standing status of a member:

(a) On the dues check-off (DCO) procedure shall not be affected by reason of the fact that his / her paycheck for the payroll period in his / her deductions are made is insufficient to permit such dues deductions, by reason of illness, injury, pregnancy leave, lay-off, or disciplinary suspension.

(b) On the cash payee procedure must not be more than three (3) month in arrears for dues and / or assessments. Any member who becomes more than three (3) months in arrears, will be notified by certified letter, signed by the Secretary. Any member who is not paid up to date within thirty (30) days after receiving the certified letter will be dropped from the rolls, except cash payee members who are in a non-pay status.

(c) A cash pay member who was dropped from this local for non-payment of dues and/or assessments, to be reinstated, must pay three (3) months dues in advance.

SECTION 7 - Only members in good standing shall have the right to voice and/ or vote at meetings or elections, and only members in good standing will have the right to hold office or serve as a delegate for any occasion.

SECTION 8. No person eligible under the above provisions shall be denied membership because of race, color, creed, sex, sexual orientation, nationality, handicap, political affiliation, age, or religion.

SECTION 9. Members are free to terminate their membership by submitting a written notice in accordance with the dues withholding Authorization (Form 1187) and /or cancellation of dues (Form 1188).

#### **Article 4 Meetings**

SECTION 1. Excluding the month of December, the regular meeting of this area local shall be held on the third Wednesday at 6:00p.m and be altered each month to third Saturday at 8:00a.m. Ending times shall be one and one-half hours after the meeting has been called to order, unless members present and voting by majority, vote to extend the meeting. Meetings may be changed to prevent scheduling conflicts with other events by concurrence of a majority of the members present and voting. Any change in the meetings shall be posted at least five days in advance of the meeting date. The president with the concurrence of the majority of the Executive Board shall have the authority to make any determination involving the change in meetings but shall be considered only to prevent scheduling conflicts.

SECTION 2. The place for holding meetings shall be the Union Hall, 711 Bigley Avenue, Charleston, WV except by concurrence of a majority vote of the members present at a regular or special meeting.

SECTION 3. Special meetings shall be called by the President; by the President upon request of a minimum of three (3) members of the Executive Board; or by the President upon the receipt of a written request signed by no less than ten (10) percent of the membership. Six members including two Executive Board members will constitute a quorum for the transaction of business.

SECTION 4. Special meetings shall be made known by bulletins placed on the unions bulletin boards at least 72 hours in advance of the meeting time when such special meetings are called to consider items of pressing nature. Where time is not a factor such notice of special meetings shall be posted five (5) days in advance of the meeting date. Any notice of a special meeting shall contain in clear language the purpose for which the meeting is called. No business shall be conducted at a special meeting other than that posted on the notice.

SECTION 5. Abstentions shall not be counted toward the total vote on any issue at regular or special meetings when a simple or two-thirds majority is required. A secret

ballot may be held on any issue at any open meeting if a simple majority of those present and voting so vote.

SECTION 6. Once a vote is taken and a tally made, no vote or abstentions from the floor may be changed. In the event of a stalemate, the presiding officer shall vote for or against to break the stalemate.

SECTION 7. Illegal substances shall not be permitted at any regular, committee, Executive Board or special meetings of the Charleston WV Area Local.

SECTION 8. Members can attend meetings via web conference when its available. To attend members cannot be on the USPS clock, cannot be on USPS property, cannot use a USPS email and must have video on. Members attending via web conference will not be eligible for any drawing.

## **Article 5 Eligibility for Office**

SECTION 1. Any member of Charleston, WV Area Local of APWU, who is not excluded by Article 3, whose membership remains in good standing shall be eligible for office. It is urged that no one run for office without sincere intent. In the event of a nominee declining office, his/her opponent, if only one, may be elected by acclamation.

SECTION 2. Candidates who decide to withdraw prior to the mailing of the ballots will have their name voided from the ballots. If the ballots are already distributed the Area Local Election committee will notify the members by posting a suitable notice on the union's bulletin boards or in The Charleston Crafts if time permits.

## **Article 6 Officers**

SECTION 1. The officers of this area local shall be:

- A. President and automatic delegate to State and National Conventions
- B. Vice-President
- C. Treasurer
- D. Secretary
- E. Legislative Director

- F. Clerk Craft Director
- G. Maintenance Craft Director
- H. Vehicle Maintenance Craft Director
- I. Assistant Clerk Craft Director
- J. Assistant Maintenance Craft Director
- K. Three Trustees
- L. Editor
- M. Area Local Coordinator
- N. Safety Director
- O. Organizational Director
- P. Human Relations Director
- Q. Health Plan Coordinator

SECTION 2. The term of office shall be two (2) years for all officers. In the event any office shall be vacated for whatever reason, excluding the President, Clerk Craft Director, and Maintenance Craft Director, after a thirty (30) day notice, an election shall be held at the next regular meeting to fill the unexpired term.

SECTION 3. Candidates for Executive Board Officers cannot run for the craft offices. If after the nominations of officers there is a vacant office, the President will appoint an individual member to fill the vacancy.

## **Article 7 Executive Board**

SECTION 1. The members of the Executive Board will be:

- A. President and Chairman of the Executive Board
- B. Vice-President
- C. Treasurer
- D. Secretary
- E. Legislative Director
- F. Clerk Craft Director
- G. Maintenance Craft Director
- H. Vehicle Maintenance Craft Director
- I. Assistant Clerk Craft Director
- J. Assistant Maintenance Craft Director
- K. Editor
- L. Area Local Coordinator

- M. Safety Director
- N. Human Relations Director
- O. Organizational Director
- P. Health Plan Coordinator

The Board shall formulate policy and shall deliberate and reach decisions according to the consensus of its members.

SECTION 2. The Executive Board shall meet upon notification by the Local President, or written request by three members of the Executive Board. The Secretary shall notify each board member five (5) days prior to the meeting.

## **Article 8 Nomination for Office**

SECTION 1. During the regular October meeting, the President shall appoint a five (5) member Area Local Election Committee to accept candidates for nomination to office at the regular November meeting. This committee shall meet and select a chairperson no later than five (5) days after the regular October meeting.

SECTION 2. Individuals meeting eligibility requirements of Article 3 and 5 must submit a letter to the Area Local Election Committee Chairperson stating the office they seek and that they meet the requirements of Article 3 and 5. These individuals are responsible for ensuring their letters are received in time to read at the regular meeting.

SECTION 3. At least twenty-one (21) days prior to the November meeting the Area Local Election Committee Chairperson will post a notice at each union bulletin board announcing the election and requesting nominations from the general membership at the November meeting.

SECTION 4. During the regular November meeting nominations for office may be taken from the floor, these nominees will be notified by the Election committee letting them know they have a specific date by which to accept the nomination and state they meet all eligibility requirements. The names of those nominated for office shall be turned over to the Area Local Election Committee Chairperson.



SECTION 5. Nominees may be challenged for their eligibility requirements under Articles 3 and 5. Unless challenges are upheld prior to ballots being printed their names will be placed on the ballot. Challenges proven after printed will result in candidates being ineligible and will have their names removed from the ballot in the same manner as those who have withdrawn their candidacy under Article 5 Section 2 of the Constitution and By-Laws. The election committee will decide all controversies.

SECTION 6. No nominations for any area local offices can be accepted after nominations for that office has been closed.

SECTION 7. This Area Local Election Committee shall be dissolved at the conclusion of the regular election of officers and all appeal(s) of said election.

SECTION 8. The President shall appoint a three-member Area Local Election Committee to handle any election and any appeal(s) outside the regular election of officers. At the conclusion of the election and appeal(s) process this committee shall be dissolved.

### **Article 9 Election of Officers**

SECTION 1. The election shall be in January of each election year and shall be by secret ballot. If the election is for the sole purpose of determining who the Chief Trustee will be, then this election shall be held at the next regular union meeting by secret ballot. All dues paying members with voting privileges are to be mailed a Notice of Election and instructions for voting; one official unmarked ballot; one ballot envelope; and one return addressed envelope, with voter identification number or space for such number, and space for the voter's name and address in the upper left corner.

SECTION 2. Names for all candidates for trustee shall appear on the ballot. The three members receiving the greatest number of votes shall be declared elected. The member receiving the most votes shall be known as the Chief Trustee. If the Chief Trustee vacates their office, the next Trustee who received the next highest vote in the regular election shall be Chief Trustee.

SECTION 3. The term of office shall begin in January immediately following the results of the election.

### **Article 10 Election Appeals**

SECTION 1. The Area Local Election Committee, of which no member shall be a candidate for the election while serving on the committee shall be responsible for the conduct of the Area Local Election and will decide all controversies arising out of the election process. Any member who feels aggrieved in connection with the conduct of an Area Local Election including nomination procedures, shall file a grievance with the Area Local Election Committee within 72 hours after the grievance arises. The Area Local Election Committee shall have authority to adopt rules and regulations as it deems necessary to promptly accomplish the objectives of this section and where it finds merit in a grievance, it will have the full authority to direct and impose such remedy as it considers necessary or proper.

SECTION 2. A member may appeal the decision of the Area Local Election Committee to the National Appeals Committee under Article 12 of the National Constitution. The appeals must be in writing, setting 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 from the Area Local Election Committee. Pending appeal, the decision of the Area Local Election Committee will not be in effect.

SECTION 3. Officers and delegates elected through the election procedures of the Area Local shall assume and hold office pending final determination under the appeals procedure of this Article and of Article 12 of the National Constitution.

## **Article 11**

### **Duties of Officers**

SECTION 1. President - The President shall preside at all general meetings of the Charleston, WV Area Local, enforcing strict observances of the Constitution and By-Laws. Shall, with the aid of the Vice-president, appoint all committee members, he/she shall then be Co-Chairman of said committee in order to aid them in their work. He/She shall have no option to vote except in a tie breaking situation. He/She shall fill any vacancies, from any cause whatsoever, until such vacancy is filled by the election at the subsequent regular meeting or special meeting. Shall oversee the financial business of the local and countersign all checks, except those made payable to the president, which will be countersigned by the treasurer and the vice president. Checks will be co-signed only after being made fully payable to the payee. Shall authorize all vouchers except those payable to the president. All correspondence drawn by the secretary shall bear the signature of the president, shall aid all other Executive and Craft Officers in the performance of their duties. In the event the Craft Officers or Officers are not performing their duties, as outlined in this Article, the President shall bring all complaints, observations, and charges, whether written or verbal, to the attention of the

Executive Board who shall then take action on said charges. The President shall be responsible for submitting reports to all Federal and State Agencies as required by law.

SECTION 2. Vice President - The Vice-president shall assist the President in the performance of his/her duties and shall automatically assume the duties of the President in his/her absence. Will automatically assume the office of President should that office become vacant. Shall present any charges brought against the President to the Executive Board. Shall be authorized to co-sign all checks, except those made payable to the vice president, in the absence of the President, and shall co-sign only after being made fully payable to the payee, shall authorize all vouchers made payable to the President, and all other vouchers in the absence of the President, except those made payable to the vice-president, shall deposit all funds in financial institutions designated by the area local. A copy of the check or checks will be attached to the deposit slip and provided to the treasurer.

SECTION 3. Treasurer - The treasurer will administer the finances of the area local, maintain the records of all collections and disbursements and membership lists, number and reasons for termination. With the help of the President, shall be responsible for preparing all reports required by Federal and State agencies. Shall report collections, disbursements, and financial conditions of the area local at regular meetings. Shall sign all checks except those made payable to the treasurer which shall be signed by the president and vice-president. Audits shall be made by the treasurer and trustees and reported at the next regularly scheduled meeting following the audit.

SECTION 4. Secretary - The secretary shall keep a correct and impartial record of the proceedings of this area local and carry on such correspondence as the affairs of the area local dictate. The secretary shall record each meeting on the digital recorder provided and will use said files to assist in preparing the minutes of each meeting. Files of each meeting shall be retained for a period of 120 days after said meeting. No communications carried on by the area local may be regarded as official unless a signed copy of the dispatched communication and reply are given to the secretary for filing. All original copies of incoming correspondence and copies of outgoing correspondence and original copy of minutes shall be maintained at the union office. The secretary shall make a report of the preceding meeting at each meeting of the area local. A draft of each meeting will be posted on bulletin boards fourteen (14) days after meeting. A typewritten copy of the minutes shall be given to the president and treasurer within fourteen (14) days after the meeting. The copy of the minutes will include a copy of the sign-in sheet as well as a copy of correspondence that will require further action by the president or treasurer.

SECTION 5. Legislative Director - The Legislative Director will coordinate the education and development of the membership and be responsible for directing all activities with regard to legislation of interest to the members and their families. Other duties as assigned by the president.

SECTION 6. Craft Directors - Directors of each craft associated with the American Postal Workers Union shall serve on the Executive Board and shall handle their respective crafts, with the help of the above listed officers.

Duties of Directors

- A. Provide stewards with assistance necessary for the timely investigation and submission of grievances at all steps of the process.
- B. Act as a Step Two (2) representative for their craft.

SECTION 7. Assistant Clerk Craft Directors - Assistant Craft Directors shall assist their craft director in the performance of his/her duties and will automatically assume the office of Craft Director should the office become vacant.

Assistant Clerk Craft Director - Shall be elected only from the Charleston P&DC, Customer Service, and any associate office within the area local. Shall assist the clerk craft director in the performance of his/her duties. Shall act as a liaison to the P&DC, customer service and associate offices. Will automatically assume the office of clerk craft director should the office become vacant. Assistant Clerk Craft Director will be at least an alternate steward in their particular craft.

Assistant Maintenance Craft Director - Shall be elected only from the Charleston P&DC and the Charleston Station and Branches. Shall assist the Maintenance craft director in the performance of his/her duties. Shall act as a liaison to the P&DC, and the Charleston Station and Branches. Will automatically assume the office of Maintenance craft director should the office become vacant. Assistant Maintenance Craft Director will be at least an alternate steward in their particular craft.

SECTION 8. Trustees - It will be the duty of the trustees acting under the direction of the president to be responsible for all property, books, papers, and effects of the area local, except if the area local by a two-thirds majority vote of those present and voting should form a non-profit corporation for the administration of specific property or properties by a separate group of trustees elected for the administration of these designated properties only. Any other properties will be the responsibility of the regular trustees. Trustees of separate properties, if any, shall be elected by simple majority of those present and voting. The regular trustees shall be eligible to serve as trustees of a non-profit corporation.

The trustees shall conduct a quarterly financial audit and report the audit results to the area local membership at the next scheduled meeting following audit. The trustees shall perform a physical audit of all furniture and equipment that is valued over \$50.00 in January of each year. All purchases and/or disposals of any office furniture or equipment will be reported to the Chief trustee. A report of the physical audit results will be given to the area local membership along with the 4th quarter financial audit report.

SECTION 9. Editor - The editor will be responsible for maintenance of the Charleston WV Area Local Web Site. All articles posted on the Web Site are subject to the approval of the President.

SECTION 10. Area Local Coordinator - Shall serve as the chief steward for all associate offices, shall visit each member's office once each year. Shall coordinate all union activities through the appropriate craft director and shall perform such duties assigned by the president. Any duties involving expenses must have prior approval of the area local president. The coordinator will assist the associate offices during local negotiations.

SECTION 11. Safety Director - Shall be responsible for activities between the area local and the US Postal Service on matters concerning safety and health. Shall coordinate all activities through the president. Perform research and advise the officers and membership on matters concerning safety and automatically serve as his/her craft representative on the Safety and Health Committee. Shall perform other duties assigned by the President.

SECTION 12. Duties of the Executive Board shall have the right, with a two-third majority vote of members of the board, to relieve any officer from duties until such time as charges presented are proved or dismissed. The executive board shall formulate policy and shall deliberate and reach decisions according to the consensus of the board members.

SECTION 13. Organization Director - Works with our union's leadership at every level to create and maintain organizing materials that are an effective appeal to prospective members of all divisions and crafts. The department promotes, encourages, and advises membership committees in all the phases of local membership recruitment programs.

SECTION 14. Human Relations Director - They shall represent the area local in civic and community service programs, shall be authorized at the expense of the area local to send expressions of sympathy to a member who suffers a death in their immediate family. Such expressions shall be a choice of flowers or a donation of equal amount to a charity

of the family' s choice, shall coordinate all annual activities as authorized by the President.

SECTION 15 Duties of any elected official or steward. The officer or steward will be responsible for any union property received and agree to return them to the President or his/her designee when leaving the position or when requested to do so. If property is lost or stolen, agree to immediately notify President or his/her designee. Also understand that failure to return these items or reports the lost or theft of assigned property could result in legal and administrative proceedings in addition to financial liabilities. Any and all files will be returned in accordance above to any Executive Board Member.

SECTION 16. Health Plan Coordinator - Coordinates all Open Season, enrollments, questions and Health Plan issues. Attends all Annual Health Plan Seminars.

## **Article 12**

### **Conventions, Conferences, Seminars, Schools and Training**

Section 1. National Conventions: Members of the Executive Board shall have first call. A maximum of six (6) delegates shall attend the National Convention at full expense if authorized by the membership.

The Area Local President shall be an automatic delegate representative.

Nomination will be taken from the letters submitted or a member present at the meeting. If the delegates nominated exceed the number authorized an election will be held by secret ballot to determine those delegates. Those nominated and not elected will be alternates in order of votes.

A maximum of four (4) delegates shall attend the National Conventions at full expense, minus lost time, if authorized by the membership.

Nomination will be taken from the letters submitted or a member present at the meeting. If the delegates nominated exceed the number authorized an election will be held by secret ballot to determine those delegates. Those nominated and not elected will be alternates in order of votes.

Additional delegates shall attend the National Conventions at their own expense, except registration fees, if authorized by the membership. Nominations will be taken from the letters submitted or a member present at the meeting. If the delegates nominated exceed the total amount authorized by the National Constitution and By-Laws, then an election will be held by secret ballot to determine those delegates. Those nominated and not elected will be alternates in order of votes.

An Executive board member to be eligible as a delegate to National Convention must have attended at least six (3) meetings in the twelve (12) months immediately preceding the General Membership meeting at which the nominations are made. The only acceptable excuse for not attending a General Membership meeting shall be if a member is on valid Union business or official out-of-town postal training with the prior approval of the President.

Members not on the Executive Board may attend the National Convention if the opportunity exists to send additional delegates beyond the Executive Board these additional delegates are not required to meet the established attendance requirements for Executive Board members. The additional delegates will be compensated consistent with this Constitution.

SECTION 2. State Convention: No preference on first call. The Area Local President shall be an automatic delegate representative. A maximum of seven (7) delegates shall be authorized to attend the State Convention at full expense, if authorized by the membership. Nominations will be taken from the letters submitted or a member present at the meeting. If the delegates nominated exceed the number authorized, an election will be held by secret ballot to determine those delegates. Those nominated and not elected will be alternates in order of votes. A maximum of seven (7) delegates shall be authorized to attend the State Convention at full expense minus lost time, if authorized by the membership. Nominations will be taken from the letters submitted or a member present at the meeting. If the delegates nominated exceed the number authorized, an election will be held by secret ballot to determine those delegates. Those nominated and not elected will be alternates in order of votes. Additional delegates shall attend the State Conventions at their own expense, except registration fees, if authorized by the membership. Nominations will be taken from the letters submitted or a member present at the meeting. If the delegates nominated exceed the total amount authorized by the State Constitution and Bylaws, then an election will be held by secret ballot to determine those delegates. Those nominated and not elected will be alternates in order of votes.

SECTION 3. President Conference: The president will have first preference and vice president will have second preference.

SECTION 4. Division/Craft Conference: The Craft Directors will have first preference and Assistant Craft Directors will have second preference.

SECTION 5. Steward's Training: Stewards designated by their craft director will have first preference.

SECTION 6. Other Training, Seminars, Conferences, and Meetings The appropriate officer or member that best fits their duties will have first preference.

### **Article 13 Local and Membership Protection**

SECTION 1. Local and Membership protection shall be processed in accordance with Article 15 of the APWU National Constitution & Bylaws.

### **Article 14 Revenue**

SECTION 1. The revenue for the area local shall be derived from the dues paid by each member, assessments, gifts, and donation.

SECTION 2. Any project or effort of any kind to raise funds for the area local must be passed upon by a simple majority of the members present and voting in open meeting.

SECTION 3. Dues shall be determined by a simple majority present and voting in open meeting, area local dues shall be raised one and one-half percent of each negotiated salary increase.

### **Article 15 Amendments**

This Constitution shall not be changed or amended except by a two-third vote of the members present and voting in a regular monthly meeting. All members shall be notified by the APWU bulletin boards of proposed amendments and/or changes at least 15 days prior to said meeting.

### **Article 16 Expenditures**

SECTION 1. All expenditures in excess of \$1000.00 shall be voted on by the membership at regular meeting, except as directed in Section two (2). Special meetings may be called for the above purpose after complying with provisions of Article 4 Section 3.



SECTION 2. Exceptions:

- A. Utility bills
- B. Printing bills
- C. Salaries
- D. Building rent, or payment, if any
- E. Dues paid to other organizations
- F. Office supplies
- G. Any normal operating expense of the area local
- H. Lost time for stewards chosen to attend locally held arbitrations for experience purposes only.
- I. Expressions of sympathy
- J. A drawing for all members in good standing will be made at the regular monthly union meeting, at which time a cash prize starting at \$100.00 will be given away. If the member is not present during the drawing at the regular monthly union meeting, then the prize will be increased by \$25.00 until it is won, up to a maximum of \$500.00. It will stay at \$500.00 until it is given away, then it will begin at \$100.00.
- K. A cash prize of \$25.00 will be given away at each monthly union meeting.
- L. Executive Board Meeting.

SECTION 3. All reasonable expenses incurred on official Area Local Union business shall be paid by the local upon submission of a voucher and necessary receipts and approved by the president.

SECTION 4. All financial reports of the Charleston, WV Area Local will be posted on the Charleston, WV Area Local website.

SECTION 5. Members who are authorized to attend union functions such as seminars, conferences, etc., and are authorized lost time, will be compensated for their normal bid schedule only.

SECTION 6. Any elected or appointed representative of the Charleston, WV Area Local who uses lost time (LWOP) that is reimbursed by the local will submit a PS Form 3971 with the voucher. When the reimbursed LWOP is sufficient to lose annual and sick leave, the local will pay the representative the hours lost. The treasurer will keep a record of the reimbursed lost time in order to pay those representatives. Reimbursements for lost leave will be paid at the end of the fiscal year.

SECTION 7. Any elected or appointed representative of the Charleston, WV Area Local shall have the option of using annual leave instead of LWOP when on official business for the local. A voucher and PS Form 3971 will be submitted for payment.

SECTION 8. The Charleston WV Area Local will at least once a year provide a membership event.

SECTION 9. All airline ticket and lodging for all union functions be paid by the union credit card. The president or their designee shall make and pay for airline tickets and room expenses with the union credit card.

## **By-Laws**

### **Article 1 Order of Business**

#### SECTION 1.

- A. Opening a meeting
- B. Allegiance to flag
- C. Roll call of officers
- D. Reading of minutes
- E. Treasurer report
- F. Bills and communications
- G. Report of special committees
- H. Report of standing committees
- I. Unfinished business
- J. New business
- K. Open forum
- L. Adjournment

SECTION 2. This order of business may be transposed at any time by a majority vote of the members present and voting.

**Article 2  
Quorum**

Regular Monthly Meetings- Seven members including two Executive Board Members shall constitute a quorum for the transaction of business.

Special Meetings- Six members including two executive Board members will constitute a quorum for the transaction of business.

**Article 3  
Committees**

SECTION 1. Every reasonable effort should be made to fill temporary or special committees from the membership in general, excluding Executive Board Members and members already on such committees. Executive Board and committee members may, if needed, serve.

SECTION 2. The chief steward or designee from each tour shall be a representative in local negotiations.

**Article 4  
Remuneration**

Section 1. The following officers and fulltime stewards shall be paid the following token salary on a monthly basis based on current wage level and step. Any officer/steward who is eligible for more than one salary shall receive only the higher salary.

Officers and full-time stewards who have retired shall be paid their salary at the level and step at which they retired plus any contractual raises.

President.....	20 hours pay per month
Vice-President.....	12 hours pay per month
Treasurer.....	18 hours pay per month
Secretary.....	6 hours pay per month
Editor.....	4 hours pay per month
Clerk Craft Director.....	18 hours pay per month
Maintenance Craft Director.....	12 hours pay per month
Assistant Clerk Craft Director.....	8 hours of pay per month
Assistant Maintenance Craft Director.....	8 hours of pay per month
Area Local Coordinator.....	6 hours pay per month
Motor Vehicle Craft Director.....	6 hours pay per month
Full-time Stewards.....	6 hours pay per month

**Article 5  
Grievance**

Shop stewards shall be appointed by craft directors in accordance with Article 17 of the National Agreement. A grievance committee will be comprised of the president, Craft director and chief steward(s) associated with the grievance being discussed. The grievance committee will review all discipline grievances under consideration for withdrawal. All grievances shall be handled in accordance with Article 15 of the National Agreement.

**Article 6**

This area local shall maintain appropriate membership on the Social and Recreation Committee in concert with other concerned parties.

**Article 7**

This Constitution and By-Laws shall render invalid all previously existing rules and regulation for the governing, administration, and general business of the Charleston, WV Area Local, American Postal Workers Union.

**Article 8**

This Constitution and By-Laws has been amended by two-thirds majority of the voting membership of the Charleston WV Area Local, American Postal Workers Union on June 21, 2022.

Craig Brown - President  
October 21, 2023

Chris Smith - Treasurer  
October 21, 2023