

PROPOSED

**CONSTITUTION**  
**2005**  
**AMERICAN POSTAL**  
**WORKERS UNION,**  
**AFL-CIO**  
**DETROIT DISTRICT AREA LOCAL**

**Upon approval of this Constitution, the changes herein shall go into effect the month in which approved unless otherwise specified herein.**

**PREAMBLE**

We, the Postal *and Support Service* Workers of America, in order to form a more perfect union establish this constitution.

We, who come from the diverse crafts, believe that in unity there is strength.

We believe that all Postal Workers and all members of Labor have the right to economic, political and social justice.

That all men and women have the inherent right to expect to have decent shelter, food and clothing. That they and their children have the right to the best of education. The investment of the Worker's lifeblood in giving service gives him and her that right.

We further believe that all men and women are created equal with the right to determine their own destiny and we believe that all postal and *Support Service* Workers have the right, regardless of race, color, creed, sex, sexual orientation, nationality, handicap, political affiliation, age, or religion to hold their heads high and to have respect for themselves as individuals.

We believe, therefore, that in the spirit of the Declaration of Independence and the U.S. Constitution, all men and women are free and have the right to come together to promote the common cause of all.

We believe, therefore, that in the spirit of the Declaration of Independence and the U.S. Constitution, all men and women are free and have the right to come together to promote the common cause of all.

We believe also that all members have basic rights within our union and shall be secure in those rights. In order to give life to the Preamble of this Constitution, itself, the Member's Bill of Rights has been established.

**MEMBER'S 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 Brother or Sister 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 freedom of the press.
6. Every member has the right to participate in the activities of this union.

seek any office or the right to vote in this Union because of race, color, creed, sex, sexual orientation, nationality, handicap, political affiliation, age, or religion.

8. Every member has the right to support the candidate of his/her 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 his/her choice and to proper appeal procedures.

10. Every member has the right to be secure in his/her basic rights without fear of political, economic, physical or psychological intimidation.

**ARTICLE I**  
**Name**

**Section 1.** The name of this organization shall be the American Postal Workers Union - Detroit District Area Local, AFL-CIO.

**ARTICLE II**  
**Objectives**

**Section 1.** It shall be the objective of the APWU-Detroit District Area Local to secure through collective bargaining and legislative effort a better standard of living for the members of the APWU and their families.

**Section 2.** The APWU - Detroit District Area Local affirms its belief in a single union of all Postal *and Support Service* workers in non-supervisory levels. The APWU will make every efforts to bring into being a single union of all postal *and Support Service* workers by merger with other postal unions, and initiating intensive all-out organizing campaigns reflecting the APWU - Detroit District Area Local's philosophy.

**Section 3.** The APWU-Detroit District Area Local will vigorously oppose any labor union outside the Postal *and Support Service* from moving into the postal *or support* service field.

**Section 4.** The APWU-Detroit District Area Local will continue to organize the unorganized.

**Section 5.** The APWU-Detroit District Area Local will continue to unite within ONE organization regardless of sex, sexual orientation, religion, race, age, creed, color, handicap, political affiliation or nationality, all employees under the jurisdiction of the APWU.

**Section 6.** Our major objectives will be: To educate our membership in the history of the Labor Movement: To develop and maintain an intelligent and dignified membership. To support the election of candidates who favor the passage of improved legislation in the interest of all Labor: To work for the repeal of laws which are unjust to Labor and to the Postal *and Support Service* workers such as, the denial of the "Right to Strike" and the denial of the "Right to actively work for Political Candidates of their choice". To educate all members in the area of economic, political and social justice.

**Section 7.** The APWU-Detroit District Area Local will continue to engage in legislative, political education, civic welfare, and other activities which further directly or indirectly the joint interest of the membership of this

union in the improvement of general economic and social conditions.

**Section 8.** The APWU-Detroit District Area Local will work as an autonomous local, affiliated with the American Postal Workers Union, AFL-CIO and the Michigan Postal Workers Union, AFL-CIO, together with other unions for the solidification of the entire Labor Movement. The Detroit District Area Local's Executive Board may provide assistance, financial, or otherwise to Labor and other organizations in the United States and other parts of the world having the purposes and objectives similar or related to those sought by this organization.

**Section 9.** The APWU-Detroit District Area Local is established as an industrial union, including in its membership Postal Workers *and Support Service Workers of all Crafts and job titles* who were classified as supervisors or managers.

**Section 10.** All Postal crafts will be established on a departmental basis within the structure of the APWU-Detroit District Area Local. Each craft department shall be headed by its own Director and other necessary officers who shall come from that craft and shall be elected by members of that craft only. *Support Services shall be represented by its own Facility Director who will represent all job classifications in their respective Facility.*

**Section 11.** *It is recommended that any and all Representatives (Stewards and Officers) of the Detroit District Area Local are not to enter into an agreement or settlements with any post office Management official that is outside of their respective Craft without consultation of the President of the Local.*

**ARTICLE III**  
**Membership**

**Section 1.** Any non-supervisory employee regardless of level or grade within the jurisdictional claim of the Detroit District Area Local is eligible for membership. Those accepted for membership shall pay whatever dues are required by this Organization.

**Section 2.** No person eligible under the above provisions shall be denied membership, because of sex, sexual orientation, race, age, creed, color, handicap, political affiliation, nationality or religion.

**Section 3. HONORARY MEMBERSHIP -** Any person may be accepted as an honorary member of this Local after recommendation is made by the Board and is voted on by the membership at the next General Membership Meeting. No honorary member shall be eligible to hold Local Office or be elected as a delegate to a convention or have the right to vote.

**Section 4. RETENTION OF MEMBERSHIP -** Members of this Local who have resigned from the Postal Service or who may have been promoted to positions exercising supervisory authority may maintain their membership without voice or vote by paying full union dues required by this Organization.

Members of this local who retire from the Postal Service may maintain full membership with all rights of such membership be continuing to pay full dues to the local within thirty (30) days of the effective date of their retirement. *The cost to retain such retiree membership shall be the cost of full dues unless the retiree has been a full dues paying member of this local for at least ten years prior to their retirement. If the retiree meets this requirement, their dues to retain full local and National membership with all privileges shall be 50% less than full dues.* Failure to do so will prohibit them from acquiring full membership, unless they are re-employed by the USPS in an area within the jurisdiction of the APWU.

All retirees who desire to become members of the APWU Retirees Department, shall pay twenty-four (\$24.00) dollars per capita tax per year to the National Union.

**Section 5.** Federal classified employees may be accepted as associate members for Health Plan participation only. They shall pay \$35.00 per annum for this privilege.

**Section 6.** All members of the APWU-Detroit District Area Local shall be in their respective craft division.

**Section 7.** New members of the APWU-Detroit District Area Local shall not be charged an initiation fee for joining.

**Section 8.** All members will be considered members in good standing upon signing Form 1187 or paying dues in full for *one year in advance. Members who pay their yearly dues 12 months in advance at the beginning of the year, shall receive a 10% discount.*

**Section 9.** The Detroit District Area Local reserves the right to deny membership to any person who holds office or organizes for another Postal Union.

**Section 10.** REINSTATEMENT - Any cash paying member removed from the rolls for not paying dues shall be required to pay all back dues to make *him/her* current plus six (6) months in advance BEFORE reinstatement.

**Section 11.** Any member removed under Article XV of the National Constitution shall only be reinstated by a referendum vote of the entire membership of the APWU-Detroit District Area Local, and the member shall pay the cost of the mail referendum vote.

**Section 12.** Any member who enters a non-pay status, where Union dues are not deducted, will not be required to pay those delinquent dues, except if through a settlement or award, the member is made whole, the member will be liable for back payment of dues.

#### **ARTICLE IV Jurisdiction**

**Section 1.** The National Postal Union - Detroit Branch, the United Federation of Post Office and General Services Maintenance Employees - Local No. 30, National Federation of Post Office Motor Vehicle Employees - Local No. 55, and the National Association of Special Delivery Messengers have combined to

form the APWU-Detroit District Area Local. The Detroit District Area Local claims jurisdiction over Postal or other Mailhandling *and equipment handling/repairing* Operations, including but not limited to sorting machines (first, second, third class, parcel post sack, etc.): all areas and levels of postal, **private** and federal maintenance, RCI/Serco, motor vehicle service and maintenance, all transport and special delivery of mail and all postal technicians: and all technical advancement in the area of mail processing.

**Section 2.** The APWU-Detroit District Area Local also claims jurisdiction in all areas of personnel accounting technicians, timekeeping, computer technicians, any operations that transmit messages by electronic or other means, mailbag depositories and supply centers; and all non-supervisory levels and grades of Postal Service which are directly or indirectly involved in mailhandling processes within the 480-481, 482 and 483 areas.

#### **ARTICLE V Meetings**

**Section 1.** Membership meetings are to be held from 1:00 p.m. to 3:00 p.m. on the second Sunday of each month, with the exception of July, August, and December. If there is no quorum by 1:15 p.m., the meeting is automatically adjourned.

**Section 2.** A quorum for all meetings shall consist of twenty-five (25) members.

**Section 3.** If any holiday falls on the second Sunday of the month, *or the prior Friday or Saturday or Monday*, the meeting will be moved to the first Sunday of the month.

**Section 4.** The meeting date of any specific meeting may be changed by a majority of the members present and voting at a previous meeting.

**Section 5.** Special meetings of this Local shall be called by the President at the President's discretion or upon written request of thirty-five (35) members in good standing. Duly authorized special meetings must be announced at least five (5) days (excluding Saturday, Sunday, and Holidays) prior to the date of each meeting (Special) to be held. The announcement must state the reasons and the objective for calling the special meeting. The President will have the option to place the petition as first order of business at a regular membership meeting if the petition is received within two weeks prior to a regularly scheduled membership meeting.

**Section 6.** Emergency meetings as determined by the President or a majority of the Executive Board can be called immediately. If time does not permit posting, representatives are to be called and given a list of people to call specifying meeting time and place. Postings, announcements, and PA Systems, or whatever means available to make sure that as many members as possible are notified of the specific meeting time and place.

**Section 7.** Only members will be permitted to participate in any meeting. Non-members and

visitors must be cleared with the Chair before being seated. The President will introduce all non-members and guests.

#### **ARTICLE VI Representation**

**Section 1.** Representation of all APWU National conventions, and the Detroit Metropolitan AFL-CIO Conventions, and all state conventions shall be determined in the following manner:

A. Automatic delegates as specified in Article I of the By-Laws of this Organization: and  
B. Elected delegates as determined by the Executive Board, in accordance with the formula specified in Article I of the By-Laws.  
C. Each Craft shall be entitled to at least one Delegate.

**Section 2.** Representation to any National, regional or district conferences, seminars or other union functions shall be the President and the appropriate officers and/or representatives as determined by the President to be necessary.

#### **ARTICLE VII General Officers**

##### **Section 1. PRESIDENT**

A. The President shall be the chief executive officer of the Local Union and shall exercise supervision over the affairs of the Local Union.

B. It shall be the duty of the President to:

- (1) Preside over all Steward, Officer, Staff, Executive Board, and Membership Meetings of this Local;
- (2) Appoint all regular and full-time stewards, and alternate stewards, and all chief stewards in January of each year to serve a one year term.
- (3) Appoint all committees not herein provided for, in January of each year to serve a one year term; and
- (4) Sign all official documents of the Local.

C. The President shall call a meeting of the Executive Board whenever he/she deems it advisable, but not less than monthly. He/she shall fix the time, place and agenda and preside over such meetings.

D. The President shall fill all vacancies, but if the vacancy is in the craft departments, the affected Craft Director's recommendations shall be considered (that consideration is defined as amended, rejected, approved, or substituted) before vacancy is filled. In the event of a vacancy of a craft director position, the affected craft council recommendations shall be considered before the vacancy is filled. In the event of a temporary absence of the President, Executive Vice-President or Secretary Treasurer, the President shall authorize lost time as necessary to part time officer(s) to fill the vacancy.

E. The President shall be authorized to perform Public Relations on behalf of the Detroit District Area Local and to have the necessary assistance as needed.

F. The President is responsible for enforcement of this constitution and all written

policy statements of the Local. He/she is responsible for all work of the union; and all officers, stewards, and committee members shall work under his/her supervision. The President is vested with the authority to assign duties and responsibilities beyond those itemized in this constitution to any officer, as may be necessary to achieve the objectives of this constitution and Local. In the event that any officer fails for any reason to adequately discharge his/her duties as outlined in the Constitution, By-Laws or Policy Statements of this Local, the President shall have the authority to assign those duties and responsibilities to another officer, steward or committee member as may be necessary to achieve the objectives of this constitution and the goals of this Local. ***In any such event, the Executive Board shall meet and fully discuss all options prior to a decision being made to reassign an officers duties.***

G. The President is specifically authorized between meetings of the Executive Board or General Membership meetings to direct the expenditure of funds as may be necessary to carry out the objectives of this constitution and for such other activities designed to promote the welfare or effectuate the purpose of this Local; except that unless authorized by the Yearly Budget as approved by the membership, ***a single expenditure of \$1,500 or more will require prior approval of at least one of the other full time officers...a single expenditure of \$2,500 or more will require prior approval of the Executive Board...a single expenditure of \$5,000.00 or more shall require prior approval of the membership at the membership meetings before payment. All expenditures, bills, vouchers, shall be approved and signed by the President and shall be paid by the Secretary-Treasurer by check, cosigned by the President and Secretary Treasurer. The President shall have the power to invest the surplus funds of the Local, subject to applicable laws and regulations, and the approval of the Executive Board. Advances of funds will be authorized by the President, in writing, prior to advancing the funds.***

H. Subject to an appeal to the Executive Board, the President shall interpret this constitution and the policies of the Local and decide all questions arising thereunder. He/she shall regulate and/or make final decision on any controversy, dispute or grievance between officers, stewards, or members for which this constitution does not provide a specific remedy.

I. The President during January of each year shall publish a written report, detailing the progress made toward achieving of the objectives and goals of this Local during the previous year and detailing the general condition of this Local. The President shall also outline his/her plan and goals for the following year.

J. The President shall be the Official Editor of all Publications of the Detroit District Area Local, and all Bulletins, Newsletters, and Announcements on Union stationery.

K. The President shall be paid a salary equivalent to 1.55 of a PS L4level 6, Step 0, to be paid in Bi-weekly installments. The President shall receive such other benefits as listed in Article XVII of this Constitution.

## **Section 2. EXECUTIVE VICE PRESIDENT**

A. The Executive Vice President shall perform the duties of the President or the Secretary-Treasurer in the event of their absence or inability to attend to their office. The President or the Executive Vice President shall, if necessary, direct the Craft Officers to perform **their** necessary duties.

B. The Executive Vice President shall be authorized to sign checks in the absence of the President or Secretary Treasurer.

C. The Executive Vice President shall be responsible for servicing the suburban work areas represented by this Local. He/she shall visit each facility no less than one every month or as deemed necessary. He/she may direct any officer or steward of this Local to assist in carrying out this mandate, after approval of the President.

D. The Executive Vice President shall be responsible for monitoring all committee work and shall coordinate the Education Committee's activities. He/she shall initiate training for stewards and officers on the Grievance Procedure, Labor History, and other related areas.

E. All Committee Chairpersons shall make written reports to the Executive Vice President monthly and hold bi-monthly planning meetings to coordinate activities. The Executive Vice President shall make a written report to the President and Staff on the progress of work assigned to him/her. The Executive Vice President shall investigate any complaint against Stewards, Officers, Committee Chairpersons, Committee Members, or appointees, for failure to carry out responsibilities and/or assignments in accordance with Article XVI, Section 2.

F. It shall be the duty of the Executive Vice President to render assistance to the President as he/she may require and to perform any other work under his/her direction as he/she may request.

G. The Executive Vice President shall under the direction of the President, and with the assistance of the Special Assistant coordinate all joint coordinate all joint labor management meetings (such as: Local negotiations, safety, scheme, general labor-management meetings, etc.). With the assistance of the Special Assistant, and other appropriate officers and **stewards**, the Executive Vice President shall be responsible for all Grievance Appeals and Arbitrations, including preparing cases for arbitration and presenting locally certified cases; Implementing Awards; and Notification.

(1) All written grievance appeals shall be channeled through his/her office.

(2) He/she shall be responsible for resolved grievance being implemented, craft(s) being

notified as well as the arbitration process, including preparation of the case, contacting witnesses, and locating documents citings, and preparing briefs.

H. The Executive Vice President shall receive a salary equivalent to 1.5 that of a PS Level 5, step 0, to be paid in bi-weekly installments. He/she shall receive other benefits as listed in Article XVII of this Constitution.

## **Effective date for Hospital Plan duties**

**January 1, 2007**

## **Section 3. SECRETARY-TREASURER**

A. The Secretary-Treasurer shall keep and/or maintain all of the records of this organization. He/she shall have an up-to-date record of the name, address, and telephone number of each and every member of this organization separated by crafts and work locations. Prior to membership meetings, he/she will supply the Sergeant-At-Arms with an up-to-date membership roster. ***He/she shall maintain a training record and correspondence of each steward/officer and appointee and shall insert such record into his/her personnel file.***

B. The Secretary-Treasurer shall keep a systematic set of books in accordance with generally accepted accounting principles. He/she shall submit the books for inspection or audit without any notice, to the President, Trustees, the Staff or Executive Board or any accounting firm designated by the President.

C. The Secretary-Treasurer shall disburse all monies of this Local by check, counter-signed by the President or other authorized officer.

D. No monies shall be disbursed by the Secretary-Treasurer for lost time without ***a properly completed Local lost time voucher, with appropriate completed and signed 3971's, if applicable.*** The Secretary Treasurer will keep written record of all Officers and Stewards' time used for union business while claiming lost time. Further, he/she shall keep records, reports, and hours of all Officers and Stewards office work and field activities.

E. The Secretary-Treasurer shall be responsible for scheduled meetings and activities in the Union Office so as to avoid conflicts. All Officers and committee chair persons shall submit a list of their meeting times and places to the Secretary-Treasurer. The Secretary-Treasurer shall post a monthly schedule in the Union Office of all meetings and events. He/she shall manage the Union Office, including but not limited to overseeing Office Personnel, and assuring the smooth operation of the day-to-day business. ***Office hours shall be 9am to 5pm Monday through Friday. The Office shall be officially closed on all postal holidays.*** Office personnel vacancies (secretarial) shall be filled by the Secretary-Treasurer and the President.

F. In the absence of the President and Executive Vice President, the Secretary-Treasurer shall perform the duties of the President. In the event of the death or resignation of the President, the Secretary-

Treasurer shall call an Executive Board meeting in no less than ten (10) days for the purpose of electing a new president. A two-thirds vote of the Executive Board present and voting by secret ballot shall prevail in the selection of the new president. If there are more than two candidates running, and no selection is possible on the first vote, then the candidate having the least number of votes shall drop out. This process will continue until a new president has been selected.

G. It shall be the duty of the Secretary-Treasurer to render assistance to the President as he/she may require and to perform other work under his/her directions as he/she may request. The Secretary-Treasurer shall make monthly written reports of finances by line items to the President and Staff, and monthly financial reports to the membership. The Union Office will be closed for official business the week between Christmas and New Years.

H. Records of this Local are to be kept at the Union Office.

**I. Beginning in calendar year 2007, the Secretary-Treasurer must schedule at least a one week annual leave vacation each year, giving a two week notice to the President of the selected week. During this one week vacation, the President shall appoint one Executive Board Officer and the Trustees shall select one Trustee who shall retain access to review all financial books, records, reports, payroll, files, and documents in the office to secure efficient handling of the Local's finances. Any discrepancies shall be brought to the attention of the President, Executive Board and Trustees.**

**J. The Secretary Treasurer shall service and render assistance to all members of the APWU Health Plan.**

**(1) He/she shall keep a record of all members of this Local who are members of the APWU Health Plan.**

**(2) He/she shall keep on hand a supply of hospital and drug claim forms, and other hospital plan information which will be necessary to properly and efficiently service all members.**

**(3) He/she shall establish contacts with hospitals and clinics within the Detroit Metropolitan area; and supply them with information concerning the APWU Health Plan and any necessary forms.**

**(4) He/she shall establish a Health Plan Committee consisting of health plan members with the Secretary Treasurer as Chairperson. They shall be granted necessary lost time and expenses as approved in advance, by the President.**

**K. In coordination with the Executive Vice President, the Secretary Treasurer will develop a training program for Stewards and Officers concerning the hospital plan of the American Postal Workers Union. This training program will be included in the Steward Training Seminars.**

**L. In January of each year, the Secretary Treasurer will submit to the Executive Board, for approval, a list of goals which he/she intends to accomplish during that year. In addition, at least six weeks, prior to OPEN SEASON FOR THE HEALTH PLAN, he/she shall submit to the Executive Board, for approval, his/her plan for OPEN SEASON CAMPAIGN to sell the APWU Health Plan.**

**M. The Secretary Treasurer will publish an article if applicable, in local publications, concerning the Health Plan. He/she shall be responsible for publicizing all changes in the Health Plan.**

N. The salary of the Secretary-Treasurer shall be equivalent to 1.5 that of a PS Level 5 step 0, to be paid in bi-weekly installments. He/she shall receive other benefits as listed in Article XVII of this Constitution.

#### **Section 4. RECORDING SECRETARY**

A. The Recording Secretary shall keep a complete and permanent record of official meetings of the organization, including regular and special meetings of the Executive Board. These records will contain all complete reports as submitted by the Secretary-Treasurer, Trustees, and all committee reports. These records will also include all written resolutions adopted by this organization's constitution.

B. The Recording Secretary shall prepare and keep up-to-date a master set of the constitution of this organization and have it available for all regular and special meetings of this organization. An up-to-date copy shall be available for inspection at the union office.

C. The Recording Secretary shall maintain records in a secure file in the office of this Local. The minute book shall be updated and maintained beginning January 1, 1991. He/she shall keep record of all leave used by full-time Officers. This record shall be a part of the financial record of the Local and available for inspection or audit. He/she shall immediately bring to the attention of the President and Executive Board any discrepancies in any records.

D. He/she shall perform such secretarial duties as assigned to him/her by the President. In the absence of all senior officers, the Recording Secretary shall fill all vacant chairs and proceed to conduct a meeting, if a quorum for such a meeting is present.

E. The salary of the Recording Secretary shall be \$1,600.00 per year (paid in monthly installments), plus lost time as needed and authorized, in advance, by the President. In the event the officer fails to fulfill his/her responsibility under this section and their job description, they shall be given reasonable advance notice that payment of his/her salary for that month shall be forfeited, pending appeal to the Staff for final disposition. He/she shall also receive \$50.00 for each general membership meeting they attend, to be paid annually.

## **ARTICLE VII**

### **Department and Administrative Offices**

#### **Section 1. LEGISLATIVE DEPARTMENT**

A. The Director of Legislation shall be charged with the responsibility of developing the Legislative Program for the APWU-Detroit District Area Local. He/she shall work under the direction of the President as the Liaison Officer between this Local and members of Congress, Michigan State Legislators, City and County Governments in all areas represented by this Local. He/she shall be Chairperson of the Legislative Committee.

B. The Director of Legislation will coordinate with the Executive Vice President a training program for the Officers and Stewards involving matters pertaining to Local, Regional and National Legislation. This training program will be a part of the yearly Steward Training Seminar.

C. In January of each year, the Director of Legislation will submit to the Executive Board for approval, a list of goals he/she intends to accomplish during the year. The Legislative Department goals will relate to:

- (1) Local, Regional and National Elections
- (2) Voter Registration
- (3) Voting in all elections (importance of voting and getting out the vote)
- (4) National and Local APWU elections
- (5) Letter writing to all officials (Local and National)
- (6) Various bills pending in the Michigan House and Senate
- (7) Bills pending before the U. S. Congress
- (8) Information on present laws, such as the Hatch Act, etc.

#### **(9) Political Action Fund**

#### **(10) Representing the Local at Legislative Activities**

D. The Director of Legislation will publish an article, when applicable, in Local publications concerning legislative information.

E. The Director of Legislation shall make written reports periodically, but not less than bi-monthly, to the President, Executive Vice President, and the Executive Board.

F. It shall be the duty of the Director of Legislation to render assistance to the President as he/she may require and to perform other work under his/her direction as he/she may request.

G. He/she shall receive a salary of \$1200.00 per year (paid in monthly installments), plus necessary lost and expenses as approved, in advance by the President. In the event the Officer fails to fulfill his/her responsibility under this section and their job description, they shall be given reasonable advance notice that payment of his/her salary for that month shall be forfeited, pending appeal to the Staff for final disposition. He/she shall also receive \$50.00 for each General Membership meeting they attend, to be paid annually.

#### **Section 2. ORGANIZATION DEPARTMENT**

A. The Director of Organization shall be responsible for the following:

(1) Maintaining and increasing the membership in this union and directing the organization of the unorganized.

(2) Conducting at least **one** organizational drive per year.

(3) Developing an ORGANIZATIONAL PACKET to assist the Stewards, Officers, and Committees in their efforts to gain new members.

(4) When notified in advance, the Director of Organization, shall be required to attend new employee orientation, under the direction of the President.

(5) ***The Director of Organization shall be charged with the responsibility of developing an Organization Committee. The Organization Committee shall consist of rank and file members and/or stewards whose sole purpose is to organize the non-members in work facilities represented by this Local.***

B. In coordination with the Executive Vice President the Director of Organization shall plan a training program for the Officers and Stewards to develop the knowledge and skills necessary for organizing. This training program will be part of the yearly Steward Training Seminars.

C. In January of each year, the Director of Organization shall submit to the Executive Board, for approval, a list of goals he/she intends to accomplish during the year.

D. The Director of Organization will publish an article when applicable in Local publications concerning organizational efforts.

E. The Director of Organization shall make written periodic reports but not less than bi-monthly, to the President and Executive Vice President. The reports shall include how many individuals sign up each month, what offices they are assigned to, what crafts they are in, and how many leave the union or who are dropped from the membership.

F. It shall be the duty of the Director of Organization to render assistance to the President as he/she may require and to perform other work under his/her direction as he/she may request.

G. The Director of Organization shall be compensated **\$5.00** for each new member... regardless of who signs the member, which shall be paid monthly. In addition, he/she shall be compensated in accordance with Article II of the By-Laws per each member he/she personally signs up. The Director of Organization will be compensated for any necessary lost time and expenses approved, in advance, by the President. In the event the Officer fails to fulfill his/her responsibility under this section and their job description, they will be given reasonable advance notice that pending appeal to the Staff for final disposition. He/she shall also receive \$50.00 for each General Membership meeting they attend, to be paid annually.

### **Section 3. HUMAN RELATIONS DIRECTOR**

A. The Director of Human Relations shall prepare and direct programs in the area of equal opportunity civic programs, community service programs, retirement programs and all other related programs. He/she shall be chairperson of the Human Relations Committee. The Committee shall place posters on all APWU bulletin boards informing the membership of the purpose of the Human Relations Committee and where the Committee members can be reached. ***The Director of Human Relations shall be responsible for assisting all members on OWCP (Office of Workers Compensation Programs) and their individual claims, as well as educating members on proper procedures and guidelines on the entire OWCP Program.***

B. In coordination with the Executive Vice President the Director of Human Relations will plan a training program for Stewards, involving Human Relations goals and functions. This training program will be included in the yearly Steward Training Seminars.

C. In January of each year, the Director of Human Relations will submit to the Executive Board, for approval, a list of goals that relate to the needs of the general membership, outside of the National Contract; such as:

- (1) Babysitting services (Child Care Centers, etc.)
- (2) Transportation Problems
- (3) Health Problems
- (4) Home Care and/or Problems
- (5) Youth Guidance
- (6) Financial Difficulties
- (7) Consumer Information
- (8) Nursing Services (hospital information, etc.)
- (9) Combating Crime
- (10) Alcoholism and Drug Abuse
- (11) Family Problems
- (12) Community Services
- (13) E.E.O. Problems and/or Cases
- (14) Retirement Information
- (15) Veterans Assistance
- (16) Workers' Compensation (OWCP)

D. The Director of Human Relations will publish an article, if applicable, in local publications concerning Human Relations. Periodic new bulletins will be published detailing Human Relations activities.

E. He/she shall make periodic written reports, but not less than bi-monthly, to the President and Executive Vice President. He/she shall recommend any services or programs that he/she believes this Local should provide to members or their families.

F. It shall be the duty of the Director of Human Relations to render assistance to the President as he/she may require and to perform other work under his/her direction as he/she may request.

G. He/she shall receive a salary of \$1,200.00 per year (paid in monthly installments), plus necessary lost time and expenses, as approved, in advance, by the President. In the event the Officer fails to fulfill his/her responsibility under this section and their job description,

they will be given reasonable advance notice that payment of his/her salary for that month shall be forfeited, pending appeal to the Staff for final disposition. He/she shall also receive \$50.00 for each general membership meeting they attend, to be paid annually.

### **SECTION 4. SPECIAL ASSISTANT**

A. 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. The Special Assistant shall work at the Post Office either the day before, or the day after all Postal Holidays.

B. The duties of the Special Assistant shall include, but 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. The Special Assistant shall assist the Executive Vice President and Craft directors in setting up and conducting training whenever necessary. 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.

C. He/she shall be compensated by receiving lost times, plus ten (10%) percent, not to exceed the restrictions listed above, plus necessary mileage and expenses. He/she shall receive \$50.00 for each General Membership meeting they attend, to be paid annually.

### **SECTION 5. SERGEANT(S)-AT-ARMS (2)**

A. It shall be the duty of the Sergeant(s)-at-Arms to preserve order at all union meetings under the instruction and directions of the President.

B. Sergeant(s)-at-Arms shall inform the chair of all non-members and guests attending the meeting before seating them.

C. They shall assist the President in the distribution of materials and the count of votes.

D. They shall keep attendance records at all meetings and shall have available all meetings and up-to-date list of all members of the Local. Attendance books shall be closed one hour after regular membership, and special meetings convene.

E. He/she shall receive \$50.00 for each general membership meeting they attend, to be paid annually.

### **SECTION 6. BOARD OF TRUSTEES (5)**

A. The Trustees shall have official custody over the property of this Local, and shall keep an itemized log of same. They are charged with the safekeeping of policies, deeds and other documents.

B. They shall audit the books of all financial officers and committees semi-annually. In addition, the Trustees are to make surprise audits and inspection of the books of all financial officers and committees. They shall immediately report their findings to the President and at the next general membership

meeting for insertion in the minutes of the meeting.

C. The books of this Local shall be submitted to the Board of Trustees for auditing every six months. A report of the same shall be submitted at the following membership meeting.

D. They shall investigate and examine all financial transactions of gravity to include but not limited to vouchers, invoices, LM2, IRS reports, etc. not less than monthly and report their findings and recommendations immediately to the President and the Staff, and make a report at the next general membership meeting.

(1) They shall also review the monthly bank statements prepared by the designated Accounting Firm. They should compare disbursements with the Disbursement Journal (The trustees shall bring to the attention of the President, in writing, for the proper resolution of all discrepancies noted.)

E. They shall elect a Chairperson from their ranks.

F. They shall be empowered with the authority to call a meeting with the Executive Board on questions or problems of a critical or urgent nature. This action shall be unanimously agreed upon by all Trustees.

**G. There shall be five (5) Trustees, one elected from the Maintenance Craft, one elected from the Motor Vehicle Craft, one elected from the Mailhandler Craft and two elected from the Clerk Craft (the Clerk Craft for the purposes of the Trustees shall also include all members from Support Services)**

H. They shall receive \$50.00 for each general membership meeting they attend to be paid annually.

## SECTION 7. FACILITY DIRECTOR

**A. An Installation with 100 or more employees to be represented, shall be entitled to a Facility Director named for that facility, excluding the George W. Young Facility. All Facility Directors shall be members of the Executive Board, and Staff.**

**(1) If an installation drops below 100 employees represented by the APWU during a Facility Directors term of office, the elected Officer shall remain in his/her elected position until the end of their elected term of office or they retire, resign or they are no longer employed by the USPS or a Support Services employer.**

**B. The Facility Director** will make sure the stewards at their respective facilities complete their training courses.

C. He/she shall be responsible for planning periodical mini-meetings, when necessary, for their facilities.

D. The **Facility Director** shall jointly with the affected Craft Director make recommendations to the President for stewards and chief stewards at their respective facilities.

E. The **Facility Director** shall survey all stewards and chief stewards of all crafts at their respective facilities for items for Labor Management meetings at their facilities. He/she shall call a meeting of all stewards and chief stewards, whenever necessary, after consulting with the President.

F. Each **Facility Director** shall submit a bi-monthly report to the Executive Vice President of all grievances resolved at Step 1 and Step 2. The **Facility Director** shall review and sign all grievances processed through their facilities, except for those grievances involving Craft Directors. They shall make the final determination on grievances being processed to Step 2 for their facilities. They shall then channel all grievances through the Executive Vice President.

G. It shall be the duty of the **Facility Director** to publish a quarterly newsletter for their facility. They shall also submit an article for local publication when applicable.

H. If a situation arises where it becomes necessary to seek guidance concerning any issue or any policy changes the **Facility Director** shall consult with the President, the Executive Vice President, and the affected Craft Director.

I. It shall be the duty of the **Facility Director** to render assistance to the President as he/she may require and to perform other work under his/her direction as he/she may request.

J. Each **Facility Director** shall be trained for and perform Arbitration as needed.

**K. There shall be a 480 Director responsible for serving all Members who work for the Southeastern Michigan District of the Local (Royal Oak). The position shall be appointed by the President from recommendations received from the 480 members and officers of the local.**

**1) The 480 Director shall serve on the Executive Board of the Detroit District Area Local. The 480 Director may be a dual position; however, if the position is held by a current Officer, the Officer shall receive only one salary.**

**2) If Membership drops below 100 employees in the Southfield Post Office, and the position held by the Southfield Vice President is lost due to the membership drop, the position of 480 Director shall become an elected position beginning the first election cycle after the Southfield Post Office drops below 100 employees. All members in the 480 District shall be eligible to vote for the 480 Director.**

L For any extended absence of a **Facility Director**, the President shall appoint a steward from that facility to fill the vacancy.

M. Salary of the Facility Director shall be \$1,500.00 per year (paid in monthly installments). The Facility Director shall incur such other obligations and benefits as listed in Article XVII of this Constitution.. In the event the Officer fails to fulfill his/her responsibility under this section and their job description, they will be given reasonable advance notice

that payment of his/her salary for that month shall be forfeited, pending appeal to the Staff for final disposition. He/she shall also receive \$50.00 for each general membership meeting they attend, to be paid annually.

## Section 8. ASSISTANT BMC FACILITY DIRECTOR

He/she shall work under the direction of the BMC Facility Director and shall perform the duties of the BMC Facility Director in his/her absence. He/she shall be appointed by the President.

G. He/she shall receive a salary of \$750.00 per year (paid in monthly installments), plus necessary lost time and expenses, as approved, in advance, by the President. He/she shall also receive \$50.00 for each general membership meeting they attend, to be paid annually.

## Section 9. ASSOCIATE EDITOR

A. The Associate Editor shall be appointed by the President. Under the directions of the President, the Associate Editor shall be responsible for managing and editing of all materials submitted by officers or members of the APWU for publications in the Detroit Area Postal Worker.

B. The Associate Editor shall be responsible for the publication of the Detroit Area Postal Worker, at least once each quarter/ He/she shall determine the content and layout for the paper and supervise the printing until completion.

C. The Associate Editor shall maintain membership in the APWU National Postal Press Association. He/she shall attend the APWU National Postal Press Association's Editors Conference, held bi-annually, for updated labor press information and training.

D. The Associate Editor shall receive a salary of \$600.00 per year (paid in monthly installments), plus necessary lost time, and expenses as approved in advance by the President. He/she shall also receive \$50.00 for each general membership meeting they attend, to be paid annually.

## ARTICLE IX Craft Directors

### Section 1. CRAFT DIRECTORS

A. The Craft Director shall where feasible review and sign all grievances processed through their respective craft. They shall direct their respective craft stewards on the preparation, and processing of grievances through the grievance procedure. They shall then channel all grievances through the office of the Executive Vice President.

B. The Craft Director shall exercise supervisory power over the Stewards, the Chief Stewards, and the Assistant Director of their respective craft. Further, the Craft Director shall have supervisory powers relating to their craft, over the Facility Director. **After prior approval of the President for all lost time,, the Craft Directors shall be responsible for**

*signing all pay vouchers relating to their respective crafts to verify a stewards /members proper rate of pay and authorized pay hours for Craft Council Meetings and all training for their respective Crafts.* The Craft Director shall NOT be responsible for signing pay vouchers for those members who are on Local Committees. These Committees Members' vouchers shall be signed by the President.

C. Before making policy decisions affecting a large number of craft employees, the Craft Director shall consult the President or the Executive Vice President. Once a policy or important decision is made, the Craft Director shall make a written report to the President and the staff.

D. The Craft Directors shall make recommendations to the President, in writing, for filling of all vacancies within their respective crafts; and in December of each year shall recommend to the President, in writing stewards for their respective crafts. The recommendation for full-time stewards and stewards representing employees across craft lines shall be a joint recommendation of all affected Craft Directors.

E. The Craft Director shall call a meeting of the Craft Council whenever he/she deems it necessary, but not less than quarterly. The Craft Council shall be made up of all Craft Officers, Full-time Stewards, Regular Stewards, and Alternate Stewards. The Craft Council will serve as an advisory body, alerting the union to the problems of various work areas or employees; and recommending appropriate corrective action.

F. The Craft Directors are jointly charged with the responsibility of visiting every work location represented by their respective crafts bi-monthly, except as provided in Article VII, Section 2C. In order to fulfill this mandate, they are to coordinate their field visits. They may utilize their subordinate officers or stewards, after approval of the President. Each Craft Director shall make a monthly written report of field work to the President and Staff.

G. All Craft Directors shall be trained for and perform Arbitration upon request. It shall be the duty of the Craft Directors to render assistance to the President as he/she may require and to perform other work under his/her direction as may be required.

**H. In the absence of the Craft Directors of 30 days or more, not to include vacation or special assignment, payment of his/her salary during this absence shall be forfeited until their return to full duty.**

I. The salaries of the Craft Directors shall be as follows:

- (1) Clerk Craft Director - \$3,600.00
- (2) Maintenance Craft Director - \$2,400.00
- (3) MVS Craft Director - \$2,100.00

They shall receive such other benefits as listed in Article XVII of this Constitution. In the event the Officer fails to fulfill his/her responsibility under this section and their job

description, they will be given reasonable advance notice that payment of his/her salary for that month shall be forfeited, pending appeal to the Staff for final disposition. He/she shall also receive \$50.00 for each general membership meeting they attend, to be paid annually.

## **Section 2. ASSISTANT CRAFT DIRECTORS**

A. The Assistant Craft Directors shall work under the direction of their respective Craft Directors and shall render assistance to the Craft Director as he/she may require.

B. In the absence of 30 days or more, the Assistant Craft Director shall assume the duties of the Craft Director.

C. The Assistant Craft Directors shall be responsible for inspecting the bulletin boards to insure that these bulletin boards are kept current.

D. The Assistant Craft Directors shall be responsible for all duties listed in Article IX, Section 4 of this Constitution.

E. The salary of the Assistant Craft Directors shall be as follows:

- (1) Assistant Director of the Clerk Craft - \$1,800.00
- (2) Assistant Director of the Maintenance Craft - \$1,200.00
- (3) Assistant Director of the MVS Craft - \$1,050.00

They shall receive lost time and expenses as necessary when approved in advance, by the President. **When replacing the Craft Director, the Assistant Craft Director shall receive the salary of the Craft Director only until the Craft Director returns to full duty not to include vacation or special assignment.** In the event the Officer fails to fulfill his/her responsibility under this section and their job description, they will be given reasonable advance notice that payment of his/her salary for that month shall be forfeited, pending appeal to the Staff for final disposition. He/she shall also receive \$50.00 for each general membership meeting they attend, to be paid annually.

## **Section 3. STEWARDS (Full-time, Chief and Alternate)**

A. Stewards shall be appointed, as needed by the President, upon recommendations of the Craft Directors, and Facility Vice Presidents. All new appointees will serve a ninety (90) day probationary period, and shall then be evaluated, in writing, by the Craft Directors, and Facility Vice Presidents. Based on the recommendations of the Craft Directors and the Facility Vice Presidents, the President shall make a decision on whether to certify the steward to finish his/her stewardship for that year.

1. FULL TIME STEWARD-Those stewards, who through a Labor Management agreement, work eight

hours per day on union business at the Postal Service's expense.

2. CHIEF STEWARD-Lead steward on any given tour, and at any Facility.
3. ALTERNATE STEWARD-Those stewards who are utilized on an as needed basis.

B. The duties and responsibilities of stewards include:

1. **Take Union's position on the workroom floor and support Local officers:**
2. Attend all necessary training sessions:
3. Attend all regular membership meetings, unless properly excused:
4. Attend all union activities and functions, unless properly excused:
5. **Support COPA (Committee on Political Action):**
6. Attend all Steward/Officer meetings, unless properly excused:
7. Process grievances:
8. Keep him/herself informed and their union informed of union functions and activities:
9. Keep bulletin boards current:
10. Inspect their unit daily to insure a safe work environment:
11. Identify non-members and make every reasonable effort to sign them up:
12. Other duties as instructed by the President:
13. Cooperate with the various committees and departments in their projects, such as but not limited to:
  - (a) Letter-writing campaigns for Legislation and VIP programs,
  - (b) Informing the Human Relations Committee of people on extended Sick Leave,
  - (c) POWER Committee,
  - (d) Entertainment Committee's affairs - Picnic and Dances; and
  - (e) Education Committee.
14. Be present on-the-floor as much as possible - good attendance and appearance are a MUST if Stewards are to do their job on the workroom floor.

He/she shall also receive \$50.00 for each General Membership meeting they attend, to be paid annually.

## **Section 4. ARCHIVIST (Records Coordinator)**

A. The Records Coordinator shall be appointed in January of each year by the President to serve a one-year term.

B. The following are the duties and responsibilities of the Records Coordinator. The Records Coordinator shall:

1. Prepare inactive records for transfer to Storage Room or transfer to

Archives, according to Retention and Disposal Schedule.

2. Prepare inventories of all material in storage or Archives.
3. Retrieve records from storage or Archives.
4. Maintain up-to-date collection of APWU, USPS Manuals, Publications, etc.

C. Other related duties shall include:

1. Prepare chronology of Detroit Area Local,
2. Research on files, and
3. Assist in revising file system.

D. The Records Coordinator shall be compensated by receiving the necessary expenses and lost time. He/she shall also receive \$50.00 for each General Membership meeting they attend, to be paid annually.

## ARTICLE X

### Nominations and Elections of Officers and Delegates

**Section 1** At the regular membership meeting in October of every third year, beginning in 1985, the nomination of officers will be held. (The term of the officers of this Local shall be for a period of three (3) years.

**Section 2.** Delegates to any Central Labor Body which the APWU-Detroit District Area Local may become affiliated with shall be in accordance with the By Laws, Article 1.

**Section 3.** Delegates to the APWU National Convention shall be nominated and elected. Nominations will take place at the General Membership Meeting six (6) months prior to the National Convention. The election will take place in conjunction with the General Membership Meeting five (5) months prior to the National Convention.

**Section 4.A.** All members of this Local shall be eligible to hold office.

B. All members are eligible to represent this Local at any National, State or Local convention provided they have fulfilled attendance requirements. All nominated members must have attended at least five (5) membership meetings within the twelve months prior to nominations, except in the year when there is an election being conducted at the State convention, there will be no meeting requirements to attend the State Convention.

C. Any member called into the Armed Forces or is on official Postal Service business or Union business (authorized by the President) and collecting per diem shall be automatically excused from any meeting occurring during his/her service.

D. Any Retired National, Regional, or Local Officer who pays full dues to the Detroit District Area Local shall be, upon request, an automatic delegate without compensation, except those elected under this Article.

E. Any member requesting to be a delegate shall be certified by the President, providing they have met the requirements in Article X, without compensation from the Local.

**Section 5.** No member who holds office or organizes for another Postal Union shall be an officer or delegate of the Detroit District Area Local.

**Section 6.** In accordance with Article 2(b,c) of the National Constitution, a postal employee eligible to be a member of the American Postal Workers Union 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 any level of the APWU or to be a delegate to any convention held by the APWU or any subordinate body of 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, supervisor, 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 of nomination for any office in the APWU.

Any postal employee who shall voluntarily, after August 31, 1984, holds, accepts or applies for any managerial or supervisory position, EAS position or the PASS Program, for any period of time, whether one (1) day or a fraction thereof, either detailed, acting, probationary or permanently, shall immediately vacate any office held by that member in the national, local, area local, district council, state or regional organization, any department of the APWU, the Postal Press Association, or any subordinate body of the APWU which receives financial support or uses the name of the American Postal Workers Union.

**Section 7.** Cut off date for new members to vote in the officers election shall be the August 31st immediately prior to nominations.

**Section 8.** In the month preceding the month in which the nominations takes place, the Executive Board shall select an outside ballot association that will conduct the election under the supervision of the Election Committee. The Executive Board shall appoint an Election Committee of not more than five (5) members. No candidate in any election shall be a member of the Election Committee having supervision over such election. The Election Committee shall have a supervisory role over the outside ballot association for enforcement of the following rules.

A. It shall be the duty of the Outside Ballot Association to procure all required printed envelopes of a proper size and design in sufficient number to cover the eligible membership. These envelopes to be addressed, so that one (1) of each can be mailed to each member in good standing.

B. The Outside Ballot Association shall rent suitable Post Office boxes.

C. Any unopposed candidate duly qualified for the office after nominations for that office have been closed shall be declared elected and

his/her name shall NOT appear on the ballot. The Outside Ballot Association shall cast a unanimous ballot for the unopposed candidates and the Outside Ballot Association shall certify and sign the results of the unanimous ballot. The election results shall be posted in the union office and in every unit.

D. When the polls have been closed, the Chairperson of the Outside Ballot Association and not less than two (2) members of the Outside Ballot Association shall pen the Post Office Lock Box containing the election results, then the entire Outside Ballot Association will assemble for the purpose of tabulating the votes cast in said election.

E. The Outside Ballot Association is hereby instructed to accept and tally any part of a legal ballot which was correctly voted and to reject the part or whole of a ballot which is incorrectly voted.

F. When the votes have been tabulated, the Chairperson of the Outside Ballot Association shall prepare a written report of the results. The report shall also include the total number of legal ballots cast in said election for delivery to the Recording Secretary for insertion in the minutes.

### Section 9. Recording Secretaries Responsibilities:

Following the meetings at which nominations were made, it shall be the duty of the Recording Secretary to publish a bulletin containing the names of all nominees for offices s they will appear on the official printed ballot. This bulletin shall be mailed to each unit of the APWU-Detroit District Area Local for posting on their respective bulletin boards.

### Section 10. Secretary-Treasurer's Responsibilities:

A. It shall be the duty of the Secretary-Treasurer to inform the Outside Ballot Association to delete from the official printed ballot the name(s) of any candidate(s) who may be deceased or promoted to supervisor positions or otherwise disqualified from serving as Officer(s) or Delegate(s) from this union to a National Convention.

B. The Secretary-Treasurer shall supply the Outside Ballot Association with a mailing list of all members eligible to vote as of August 31 of the election year.

### Section 11

A Within 72 hours after the meeting in which nominations take place for an officers election, a certified letter will be sent to all nominees with notification of their nomination.

B. All nominees must submit a letter of acceptance to the Outside Ballot Association within seven (7) days of the date the notification was mailed. Failure to do so will automatically remove the name from nominations. No candidate shall stand for election for more than one office. The Outside Ballot Association will order the printing of a sufficient number of official ballots to cover the



enrolled membership of this union. These printed ballots, after inspection by the Outside Ballot Association shall be promptly prepared for mailing. In placing an order for an official election ballot, the Outside Ballot Association shall be guided by the following rules.

C. As soon after receipt of the nominees acceptance to the Outside Ballot Association, or after the nominees name has been automatically removed from the nominations, but not later than 30 days after such receipt, an official ballot will be mailed to every member in good standing as defined in Article III Section 8. A ballot shall be accompanied by a printed copy of the voting instructions contained in Section 20 of this Article and two (2) envelopes. A small envelope, without any writing, or other means of identification upon it and a large envelope shall be stamped and printed upon it for the purpose of identification of the words: Ballot of

\_\_\_\_\_ (Voter's name and address must be filled in), and shall be addressed to: OUTSIDE BALLOT ASSOCIATION, DETROIT DISTRICT AREA LOCAL, APWU, AFL-CIO: c/o Box \_\_\_\_\_ (suitable box number, city, state and zip).. The word "BALLOT" shall be printed in bold letters in the lower left-hand corner. No other matter shall be enclosed, except the printed instructions, ballots, proposed amendments to the constitution.

**Section 12.**All ballots shall be headed in bold faced type "OFFICIAL BALLOT, AMERICAN POSTAL WORKERS UNION, DETROIT DISTRICT AREA LOCAL, AFL-CIO, Election of officers: DELEGATES " AS THE CASE MAY BE, INCLUDING THE DATE ON WHICH BALLOTING WILL BE CONCLUDED. IN THE CASE OF ELECTION OF DELEGATES TO A NATIONAL CONVENTION, THE NAME OF THE "CONVENTION CITY" shall be included in such heading.

**Section 13.**Immediately below such heading shall be printed in 8-point type the complete text of Section 20 of this Article for guidance of the member casting said ballot.

**Section 14.**Any candidate in any election shall have the right to submit his commonly known name to the Outside Ballot Association in writing, as he desires it to appear on the ballot and it shall so appear.

**The names of all candidates shall be arranged on the ballot in one column. If an incumbent is running, his/her name shall be listed on the ballot first, with such notation indicating they are incumbent. All other names shall be listed in alphabetical order and so indicated on the ballot in the following sequence:** PRESIDENT, VICE PRESIDENT, SECRETARY-TREASURER, RECORDING SECRETARY, DIRECTOR OF LEGISLATION, DIRECTOR OF ORGANIZATION, DIRECTOR OF HEALTH PLAN, DIRECTOR OF HUMAN RELATIONS, and SERGEANT-AT-ARMS (2).

**Section 16.**All other officers will be elected by their respective crafts, except for the Facility Vice Presidents, who shall be elected from all craft members working at their respective Facilities. The delegate(s) for the SCF 480 Installations shall be elected by all craft members working at those Installations. The delegate(s) from the SCF 481 Installations shall be elected from all craft members from those Installations.

**Section 17.**Propositions and amendments to this Constitution which shall be ordered by vote of the membership shall appear by "YES" or "NO".

**Section 18.**Directly above the nominees for each office or delegate shall appear in parentheses the following language: "VOTE FOR NOT MORE THAN.." indicating the number of officers or delegates to be elected under each title in said election.

**Section 19.**Different color coded ballots shall be mailed to each craft member containing the names of candidates for general offices.

**Section 20.**VOTING  
The member voting shall indicate his/her choice for each of the officer's names by making a cross (X), place, check (✓) or fill in dot (●) if electronic ballots are used opposite the name of the candidate for whom he/she wishes to vote. On propositions or amendments, the member voting shall indicate his/her choice by making a cross (X), place, check (✓) or fill in dot (●) if electronic balloting/voting is used in either "Yes" or "No" box to the left of the proposition or amendment. The voter shall then seal his/her ballot in the small envelope, without writing, or other means of identification upon it, and enclose this envelope in the larger one and complete his/her name and address in the upper left hand corner, under the heading "Ballot of \_\_\_\_\_" in the designated box not later than 15 days after the date of mailing of ballot.

**Section 21.**At 9:00am of the 16th day, the polls shall be declared closed. In the event that day is a Saturday, Sunday, or Holiday, time will be extended until the next weekday.

**Section 22.**A recount must be made in the event of a tie in the election of any office. In the event a special election is needed that election shall be held in accordance with Section 11C of this Article.

**Section 23.**A plurality of legal votes cast in any election shall be sufficient for election as an officer and/or delegates to a National Convention.

**Section 24.**Each candidate shall have the right to have a challenger(s) present when the votes are tabulated, provided that such challenger(s) shall be a member of the organization in good standing. A candidate shall have the right to be present as an observer during the tabulating process.

**Section 25.**After the election committee officially notifies the membership of the newly elected officers, there will be a two (2) week

*transition period, commencing on the first full service week after notification, or within a seven (7) day period after notification.*

**B.** *Newly elected officers of this Local shall be sworn in after the transition period. Newly elected part time officers shall receive their new salaries beginning on January 1st. The incumbent part time officers shall receive their constitutional salaries through the month of December, even though they will no longer officially hold their positions.*

*Newly elected full time officers shall receive lost time at the regular postal rate until the first full pay period after installation, at which time they will receive their officers salary.*

**C.** *The incumbent, if not elected, shall have the option of remaining on union LWOP, annual leave, or accumulated sick leave until January 1. If the incumbent remains on LWOP, he/she shall not receive lost time from the Local unless the newly elected President authorizes such an expenditure to help the officers during the transitional period.*

**Section 26.**All ballots, including used, unused, and challenged ballots, envelopes used to mail in marked ballots, tally sheet, and related election documents shall be preserved by the Union for a period of three (3) years.

## ARTICLE XI Governing Authority

**Section 1.**MEMBERSHIP - The affairs of this Local shall be governed by its membership in accordance with this constitution and the policies of the Union in the following manner:

A. Through actions taken at membership meetings or by referendum of the membership;

B. Through actions and decisions by the Executive Board made between regular membership meetings;

C. Through actions and decisions of the Staff between Executive Board meetings; and

D. Through the actions and decisions of the President on a day-to-day basis.

**Effective date for Section 2 and Section 3 January 1, 2007**

## Section 2.EXECUTIVE BOARD

A. The Executive Board shall meet at the discretion of the President and/or a majority of the Executive Board. They shall meet at least once a month. A report of the Executive Board meeting shall be submitted at each regular membership meeting. The Executive Board shall have responsibility to interpret all rules, orders, and regulations and to insure that this Constitution conforms with existing laws. They shall be empowered to invite other officers to their meetings for technical assistance as need. The Executive Board shall be authorized to interview and receive bids from Law Firms and Accounting Firms effective fiscal year of 1992. The Executive Board of the APWU-Detroit District Area Local is listed in the order of succession of officers and shall consist of:

President  
Executive Vice President

Secretary Treasurer  
Recording Secretary  
Clerk Craft Director  
Maintenance Craft Director  
Motor Vehicle Service Craft Director

- a. PMC
- b. BMC
- c. Southfield
- d. Ann Arbor
- e. AMC
- f. 480 Director
- g. Support Services Director

***h. Assistant Craft Directors (in the absence of the Craft Director of 30 days or more only)***

**Section 3. STAFF**

A. The Staff shall meet at the discretion of the President, or on the request of three (3) or more members of the Staff. The Staff shall be responsible for governing the affairs of the Local on a week-to-week basis and shall be responsible for enforcement of this Constitution. The Staff shall be composed of:

- (1) President
- (2) Executive Vice President
- (3) Secretary-Treasurer
- (4) Clerk Craft Director
- (5) Maintenance Craft Director
- (6) Motor Vehicle Service Craft Director
- (7) Facility Directors
- (8) ***Assistant Craft Directors (in the absence of the Craft Directors of 30 days or more only)***

**Section 4. NEGOTIATING TEAM**

A. The Negotiating Team shall be responsible for the Negotiations of all Local contracts.

- (1) MAIN TABLE NEGOTIATION
  - (a) President, Chief Spokesman
  - (b) Executive Vice President
  - (c) Craft Director (Clerk, Maintenance, MVS)
  - (d) Assistant Craft Directors (in the absence of the Craft Directors of 30 days or more only)
  - (e) Highest Ranking Union Official at Installation where negotiations occur
  - (f) Technicians, as necessary
- (2) CRAFT NEGOTIATIONS
  - (a) Craft Director
  - (b) Assistant Craft Directors
  - (c) Technicians, as necessary

**ARTICLE XII**

**Fiscal Year and Revenues**

**Section 1.** The Fiscal year of this Organization shall begin January 1 and end December 31.

**Section 2.** The rates of dues shall not be increased nor shall any general or special assessment be levied upon the membership by the Detroit District Area Local, unless accomplished in the following manner:

- (1) The increase in dues or the special or general assessment is proposed upon written request of thirty five (35) members in good standing and presented at a regular membership meeting, or upon the vote of the majority of the members of the Board; and
- (2) By either of the following two methods of voting:

(a) By majority vote by secret ballot of the members in good standing voting at a general or special membership meeting after twenty-one (21) days notice of the intention to vote upon the question; OR after being presented at a regular or special meeting for the first reading and then put on the table (for not less than 21 days) until the next regular or special meeting for final action.

(b) By a majority vote of the members in good standing voting in a membership referendum conducted by secret ballot. If a referendum is selected, the referendum shall be conducted according to the procedures for electing officers set forth in Article X, Section 8A, Section 10B and Section 20, of this Constitution. In lieu of an election committee, the President may oversee same subject to direction of the Executive Board.

(3) All ballots used under either procedure above, including used, unused, and challenged ballots, tally sheets and related election documents shall be preserved by the Secretary-Treasurer for six (6) years from the date of announcement of official results of the voting.

(4) The Executive Board, shall decide, at a special or general meeting, by a majority of its members present and voting, which method of voting set forth in Section 2 (above) shall be utilized. If neither method is so approved by the Executive Board then, in that event, the President shall make the decision. In any event, the decision as to which method of voting to use shall be made not later than fifteen days following the formal proposal of same under Section 1 (above).

B. This section shall not apply to membership dues increases passed by the National American Postal Workers Union.

**Section 3.** The APWU-Detroit District Area Local shall remit a monthly sum equal to a minimum of one percent per union member to the auxiliary, if activated.

**Section 4.** An independent firm shall be hired to audit the books of this Local at the end of each term of office, or whenever deemed necessary by the Executive Board, the membership or if existing laws demand.

**ARTICLE XIII – PROHIBITIONS**

**Section 1.** *No criticism, reflections, argument or debate touching on a member's craft, creed, age, color, nationality, sex, political affiliation or religion shall be allowed at any meeting of the APWU-Detroit District Area Local.*

**ARTICLE XIV**

**Amendments**

**Section 1.** This Constitution, any Article or Section thereof, may be amended upon written request of 35 members in good standing and presented at a regular meeting for a first reading and then laid on the table until the next regular or special meeting for final action.

**Section 2.** An amendment must be sanctioned by a two-thirds (2/3) vote of the members

present and voting at a general membership meeting.

Proposed amendments shall be made a part of and posted with the notices of the meeting at which they will come up for final action.

A referendum vote may be called for at the request of 20% of the eligible membership or by a simple majority vote of members voting at the regular membership meetings. Amendments made by referendum must be approved by a majority of votes cast.

**Section 3.** Any proposed amendment failing to receive the required two-thirds (2/3) vote of all present and voting cannot be re-introduced within three (3) months after the date at which it came up for final action.

**Section 4.** The Recording Secretary shall furnish copies of adopted amendments to all members who make application for same.

**Section 5.** No resolution directly affecting another craft may be initiated or voted upon unless the craft affected by this amendment initiates or votes upon this amendment or resolution and passes it by a two-thirds (2/3) majority vote at a special meeting.

**Section 6.** MERGER AGREEMENTS - This Constitution shall automatically be amended by secret ballot vote of the majority of the members voting at a general membership or in referendum. All Locals involved in the merger must approve the merger agreement.

**ARTICLE XV**

**RECALL OF OFFICERS**

***There shall be no recall provision in this Constitution and By-Laws, or in the Constitution or By-Laws of any APWU subordinate body. Removal of officers is governed by Article XVI.***

**ARTICLE XVI**

**Membership Protection**

**Section 1.** MEMBERSHIP GRIEVANCE PROCEDURE - Any member in good standing of the APWU-Detroit District Area Local who believes that he/she has been denied the benefits of the Constitution or benefits or services as offered by the Local or who has been inadequately represented under the Grievance-Arbitration Procedures negotiated in any Collective Bargaining Agreement; that member shall be entitled to redress that grievance in the following manner:

A. Submit to the President of the Detroit District Area Local, all documents to the alleged grievance in the following form:

- (1) Date of Grievance or occurrence;
- (2) Name of the Union Official and other individuals involved;
- (3) Name of any witness(es) and all evidence; and
- (4) Settlement requested.

B. The President upon receipt of the items as listed in Part A above shall investigate and respond by certified mail within 14 days.

(1) GRIEVANCES UNDER COLLECTIVE BARGAINING AGREEMENTS

(a) If the conditions that brought about the grievance remains and the Collective Bargaining Agreement permits, the President shall direct the Craft Director to see that a grievance is filed.

(b) If benefits, services or protections cannot be rendered because they are no longer timely, the matter shall be brought before the Executive Board for determination of an appropriate award.

C. If the grieving member is not satisfied with the final determination by the President or Executive Board, he/she may appeal to the membership at the next regularly scheduled membership meeting under "Unfinished Business".

D. This procedure must be exhausted before initiating proceedings in civil litigation. Acceptance of an award or decision shall be a waiver of any further appeals or proceedings under this or any other forum.

**Section 2. INFORMAL PROCEDURE - Written Complaints -** Any written complaint received by the Local in reference to any of its officers or stewards shall be handled in the following manner.

A. The letter complaint will be forwarded to the officer whom the complaint is against, and the Executive Vice President within 10 days shall meet with that officer to investigate the complaint, unless the complaint is against the Executive Vice President in which case the President shall designate another officer to conduct the investigation. The investigation shall include a minimum of an interview with the officer or steward whom the complaint is against as well as an interview with the complaining party and affected craft officer.

B. The Executive Vice President will complete his investigation within thirty (30) days. Immediately upon conclusion of his/her investigation he/she shall prepare a written report and shall submit that report with any recommendations to the next meeting of the Staff. The officer or steward whom the complaint is against shall be present at that meeting. The complaining party shall receive a copy of the Executive Vice President's investigative report.

(1) If the Staff cannot informally resolve the complaint at that Staff meeting, they shall within 10 days make written recommendations to the President for further action. The complaining party and the officer against whom the complaint is lodged shall receive a copy of the recommendations.

C. The President shall take whatever action he/she deems necessary to resolve the specific complaint, as well as any actions that may be necessary to prevent a reoccurrence of a similar complaint.

D. The President shall within ten (10) days inform, in writing, both the complaining member as well as the officer whom the complaint is lodged against of the actions he/she has taken.

E. If either party is dissatisfied with the actions taken by the President or the Staff, that

party may appeal to the Executive Board at the next regularly scheduled Board meeting. The Executive Board's decision may be appealed to the next regularly scheduled membership meeting.

**SECTION 3. FORMAL CHARGES -** Offenses which shall subject an officer or member of the Local to disciplinary action shall be those as listed in Article XV of the National Constitution. Those violations include violations of the provisions of the National Constitution and By-Laws of the American Postal Workers Union, AFL-CIO or the Constitution and By-Laws of the APWU Detroit Area Local; or for failure to perform duties and responsibilities as specified in the Constitution and By-Laws herein.

An Officer or Member found guilty of any of the offenses listed in Article XV of the National Constitution, after the filing of charges and holding of hearings as required by Article XV may be disciplined by probation, suspension, expulsion or other appropriate disciplinary action.

B. Any member in good standing with the APWU-Detroit District Area Local may initiate the proceedings of Article XV of the National Constitution by filing charges with the **Secretary Treasurer** of this Local. **The Secretary Treasurer** shall promptly transmit by registered mail and **regular mail** a copy of the charges to the accused as his/her last known address. Accompanying the charges will be a written notice of the time and place of the hearing which shall be held, not less than one week from the date of the mailing of the notice. For the purpose of implementing Article XV, the Executive Board of this Local shall serve as the Trial Board, and the accused shall be afforded an impartial trial with the right to appear personally and be represented by any member of this Union, or by an attorney...If the accused so desires. The Executive Board shall reduce their decision to writing, including a synopsis of the testimony, the verdict of "GUILTY" or "NOT GUILTY" and the recommended disciplinary action.

C. The Secretary-Treasurer shall read the report at the next regular membership meeting and submit the question sustaining the report as to guilt or innocence to the membership. If guilt is determined, the question of accepting or rejecting the proposed disciplinary action shall be submitted to the membership.

D. The accused party shall have further appeals as specified in Article XV of the National Constitution.

**E. PROCEDURES - charges must be submitted to the Secretary-Treasurer or Treasurer, or, if the Secretary-Treasurer and Treasurer are charged, then to the highest-ranking officer not charged, of the local, state or regional organization, of which the charged member(s) or officer(s) is a member, with the exception of National Officers. Charges against national officer(s) are to be submitted to the APWU National Secretary-Treasurer, or the highest ranking officer not**

**charged. All charges are to be submitted within one hundred twenty (120) days of the time the charging party(ies) first became aware, or reasonably should have been aware, of the alleged offense(s). Upon receipt of the charges, the secretary-treasurer or treasurer of the local, state, or regional organization or highest ranking officer not charged with whom such charges are filed shall promptly transmit by express mail or certified mail, including a return receipt, a copy of the charges to the charged and charging parties at the last known address of each. Accompanying the charges shall be written notice of the time and place of the hearing, which shall be held not less than one (1) week after the date of mailing of the notice.**

## ARTICLE XVII

### Benefits

**Section 1.** Full-time officers of this Local shall have life insurance and retirement benefits paid at the same level and type as paid while at the Postal Service in full. Hospital benefits shall be paid in full providing he/she is a member of the APWU Health Plan. This union shall pay the portion that the Postal Service would pay if a member of any other Health Plan, beginning open season 1991.

**Section 2.** Full-time Officers of this Local shall receive thirty days Annual Leave and thirteen days of Sick Leave per year, and paid holidays as provided in the Collective Bargaining Agreement. Full-time Officers may accrue Sick Leave. Full-time Officers shall receive NO overtime. In addition, in the event of an extended illness, full-time Officers shall receive such Sick Leave as necessary, subject to approval of the Executive Board.

B. Full-time officers who leave employment of the APWU-Detroit District Area Local for the following reasons:

(1) To hold another Full-time union position, or

(2) To return to active Postal Service employment, will be entitled to make a claim for unused accrued Sick Leave under the following conditions:

(a) The former Full-time Officer remains a member in good standing with the APWU:

(b) The claim does not exceed the unused accrued sick leave hours. **The hours paid shall be at the rate of pay the officer earned his/her leave.**

Any full-time officer who leaves office for any other reason will be compensated for their unused accrued sick leave at their current postal pay level and step.

**Section 3. LOST TIME -** Any officer or member of this organization who, after losing time from work due to union business, enters into a status that they have lost **vacation**, Annual or Sick Leave shall submit a statement to the Secretary-Treasurer, substantiating the loss of **annual or sick** leave.

For the purpose of this Constitution. LOST TIME shall be defined as "WAGES OR SALARY, including ANNUAL OR SICK

LEAVE lost due to official union business". Night differential shall be deemed "LOST TIME" for all officers and stewards who are able to substantiate actual work without pay status with the appropriate pay documents, signed by the appropriate official. Normally, lost time will be paid on the Postal Pay Day in which the pay was lost.

#### **Section 4. EXPENSES AND MILEAGE**

All other officers will be paid for actual mileage and expenses, as approved in advance, by the President. They will be required to submit receipts and odometer readings with their claims. Mileage will be paid at the maximum rate allowed by the Internal Revenue Service. In addition car expenses may be established at a rate determined by the Board yearly.

#### **Section 5. OFFICE HOURS AND FIELD WORK**

- A. 30 Hours (per month) - \$3,000.00 or more
- B. 15 Hours (per month) - \$1,500.00 or more
- C. 10 Hours (per month) - \$1,000.00 or more
- D. 6 Hours (per month) - less than \$1,000.00

(2) The time spent in office work or field work (time outside of regular tour) must be done without any claim for lost time.

**Section 6.** All members in good standing for five (5) consecutive years prior to retirement will receive \$300.00 maximum from the APWU as retirement.

B. Disability retirees will be afforded the same benefits as a regular retiree, and if they meet the requirements of the APWU as stated in paragraph A. However, in the event that this disability retiree returns to work, that member would not be entitled to receive a payment of a second benefit.

C. Three hundred dollars (\$300) shall be paid upon the death of an active member in good standing of the APWU-Detroit District Area Local to the beneficiary of that member upon submission to the President and/or his designee of a death certificate and a signed statement, noting the proper beneficiary.

D. A member in good standing will receive a Memorial Bible, upon the death of immediate family member(s) - Father, Mother, Sister, Brother, Son, Daughter, or Spouse.

### **BY-LAWS ARTICLE I**

#### **Delegates for Convention and Central Labor Body**

**Section 1.** The Detroit District Area Local Delegation to the National Convention shall be as provided herein.

A. The election of the following shall also establish their election as a national delegate, if automatic delegate cannot attend convention position shall remain vacant. If less than a full delegation is sent, the order shall be as follows:

- (1) President
- (2) Executive Vice President
- (3) Secretary-Treasurer
- (4) Recording Secretary
- (5) Clerk Craft Director

- (6) Maintenance Craft Director
- (7) MVS Craft Director
- (8) Facility Director

- a. PMC
- b. BMC
- c. Southfield
- d. Ann Arbor
- e. AMC
- f. 480 Director
- g. Support Services

- (9) Director of Legislation
- (10) Director of Organization
- (11) Director of Human Relations
- (12) Assistant Clerk Craft Director
- (13) Assistant Maintenance Craft Director
- (14) Assistant MVS Craft Director

B. A separate election for delegates will be conducted for the following:

(1) MVS Craft, regardless of work *location no more than 2*

(2) Combined SCF 480 Installation (Clerk and Maintenance) *no more than 1*

(3) Combined SCF 481 Installation (Clerk and Maintenance) *no more than 1*

(4) Detroit Installations, Clerk - excluding station, branches and AMC *no more than 3*

(5) AMC Detroit (Clerk Craft) *no more than 1*

(6) Detroit Installation (Maintenance Craft) *no more than 2*

(7) Detroit BMC (Clerk Craft) *no more than 1*

(8) Detroit BMC (Maintenance) *no more than 1*

(9) Ann Arbor Installation all Crafts *no more than 1*

(10) Southfield Installation all Crafts *no more than 1*

(11) PMC all Crafts *no more than 2*

(12) Detroit East side City Stations all Crafts *no more than 1*

(13) Detroit West Side City Stations all Crafts *no more than 1*

The Detroit District Area Local Executive Board will determine the total number of delegates to be sent to the convention, as well as the number of delegates to be elected in each separate election *within the quota set above*. The number of delegates to be elected must assure craft representation at the convention, roughly proportionate to their percentage of total membership.

**Section 2.** All members of the Executive board shall be automatic delegates to all State Conventions. The Executive Board shall determine the additional delegates, if needed.

**Section 3.** The Local Delegation to the Detroit Metropolitan AFL-CIO Convention shall be provided herein:

A. The election of the following shall also establish their election as delegates to the Metropolitan Detroit AFL-CIO convention. If less than a full delegation is sent, then the order shall be as follows:

- (1) President or his/her designee
- (2) Executive Vice President
- (3) Secretary-Treasurer
- (4) Recording Secretary

- (5) Clerk Craft Director
- (6) MVS Craft Director
- (7) Maintenance Craft Director

#### **Section 4. CHAIRPERSON OF THE DELEGATION**

The Local President shall be the Chairperson of all convention delegations.

**Section 5.** All delegates are mandated to attend all sessions of the convention and/or delegate meetings as required by the President. All delegates must sign in and out on convention floor, unless excused by the President. All delegates shall receive such funds for travel, lodging, food and expenses as determined by the Executive Board and approved by the membership. No delegate shall receive lost time.

**Section 6.** The Unit Rule shall apply in voting at all Conventions.

**Section 7.** Any member of the American Postal Worker Union-Detroit District Area Local, AFL-CIO, who is a member in good standing and who has attended five membership meetings within the twelve-month period prior to the nominating shall be eligible to run for a position as delegate to the National Convention.

A. In the event there is no qualified candidate for any of the elections called for by this Article, no election will be conducted. The President shall serve as the delegation for that Section or shall appoint a member from the Section with the approval of the Executive Board to serve as delegate.

### **ARTICLE II**

#### **Member's Benefits**

**Section 1.** Any member who signs up a new member on a dues withholding form shall be paid the maximum allowance per application from the APWU-Detroit District Area Local, plus any compensation as offered by the National APWU Organization, and it shall be paid monthly.

### **ARTICLE III**

#### **Expenses and Mileage**

**Section 1.** All Officers, and stewards will be paid actual mileage and expenses as approved, in advance, by the President. They will be required to submit receipts and odometer readings with their claims. Mileage will be paid at the maximum rate allowed by the Internal Revenue Service. In addition, car expense may be established at a rate determined by the Board yearly.

### **ARTICLE IV**

#### **Code of Ethics**

**Section 1.** Every Officer, Steward and Committee member is expected to faithfully execute their duties as provided in this Constitution, and By-Laws, and further execute any assignments the President may designate to them.

A. The Union Officers and Stewards are expected to attend membership and Steward/Officer meetings.

B. Officers and Stewards are expected to know the positions of the Union and to communicate those positions on the workroom floor.

C. Stewards and Officers are expected to faithfully comply with and execute all policy statements of the Local. Failure to fulfill any of these duties and responsibilities may result in disciplinary action, including expulsion in accordance with Article XV of the National Constitution.

**D. In the event any position is appointed to an elected officer and/or steward of this Local, he/she shall not receive dual stipend for each general membership meeting they attend.**

## ARTICLE V

Meetings

### Section 1. ORDER OF BUSINESS

- A. Call meeting to order
- B. Roll Call of Officers
- C. Reading of minutes of previous meeting
- D. Reading of minutes and recommendations of Executive Board Meeting(s)
- E. Report of Officers
- F. Report of Committees
- G. Communications and Bills
- H. Unfinished Business
- I. New Business
- J. Good and Welfare of the Union
- K. Adjournment

**Section 2.** In the absence of other authority, the deliberations of this Local shall be governed by the ROERT'S RULES OF ORDER. All Question of Order and Procedure shall be decided by the Chair, unless the decision of the Chair is appealed in which case the question will be placed before the members in attendance at that particular meeting.

## ARTICLE VI

Training

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

Section 2. All stewards and members in good standing with APWU Detroit District Area Local shall be prohibited from out-of-town training, seminars and Educational Conferences (including facility and craft conferences), at the local expense, unless they have met the meeting requirements in Article X, Section 4, of this constitution of attending at least five (5) membership meetings within the twelve (12) months prior to the training.

## ARTICLE VII

Committees

**Section 1.** Upon appropriate recommendations, the President will appoint the necessary number of committee members.

Retirees and Auxiliary Members may participate on these committee.

1. Legislative
2. Human Relations Committee
3. Organization Committee

A. These Committees will assist the President and/or Chairperson of each committee as directed in the Local's Legislative, Human Relations, and Organization efforts.

B. The Director of each of these above mentioned offices, shall be the Chairperson of each of these committees.

### Section 2. ENTERTAINMENT COMMITTEE

A. Upon recommendations, the President will appoint the necessary number of committee members. The President shall appoint a Chairperson of the Entertainment Committee.

B. The Committee will meet upon call by the President and/or Entertainment Chairperson as directed by the President.

(1) The Entertainment Committee shall be responsible for executing:

1. A free picnic for the entire membership each year;
2. A Christmas Party per year;
3. **Annual Steward Appreciation Day;**
4. **Any other social/entertainment function of the Local;**

**C. All title supervisors, managers, and postmasters are prohibited from attending any union entertainment committee functions, unless they are full dues paying members.**

(1) Any proceeds realized by the Entertainment Committee shall go into the APWU-Detroit District Area Local's General Fund.

### Section 3. BUDGET COMMITTEE

A. The Budget Committee shall consist of the Budget Controller as appointed by the President, the Secretary Treasurer, the Chairperson of the Trustees, Craft Directors, and at least one Rank and File member. The President may appoint other members as necessary.

B. The Budget Committee shall summarize the entire union's financial plans which shall include:

(1) Individual Departments and Committees Budgets for the year: such as, but not limited to Arbitration, Education, SOAR, Public Relations, Newspaper, Human Relations, Legislation, Health Plan Crafts, POWER, Retirees.

(2) Each line item is to be budgeted.

C. The Budget Committee shall have three basic functions:

- (1) Estimating Income;
- (2) Estimating Expenditures; and
- (3) Keeping Financial Records.

D. All Financial Officers, Department Heads and Committee Chairpersons shall record their actual expenditures. These records shall be submitted monthly to the Budget Controller.

(1) Each Craft Director, Facility Director, Department Heads, and Committee Chairpersons shall submit a proposed budget

for their respective section and/or department by December 1 of each year.

### Section 4. POWER COMMITTEE

A. Upon recommendations from the POWER Committee, the President shall appoint a chairwoman (coordinator) in January of every second year.

B. The Committee will meet upon call of the President or Chairwoman.

C. The Chairwoman and committee is charged with the responsibility to:

- (1) Coordinate local activities with the National APWU-POWER Committee
  - (2) Conduct and coordinate with the appropriate departments and committee programs that are designed to increase the membership's interests, ability, and desire to fully participate in their Union, with emphasis on women's issues
  - (3) Report to the Staff, Executive Board of membership body as necessary any policy or activity of the Union that tends to exclude participation of women or other groups of our membership.
  - (4) Write articles for the newspaper to educate the membership on the role of women in the Labor Movement - past, present, and future.
- D. The POWER Committee shall receive lost time and expenses as necessary when approved in advance by the President.

### Section 5. EDUCATION COMMITTEE

A. Upon appropriate recommendation by the Executive Vice President, the President shall appoint the necessary number of committee members. The Education Committee shall work under the jurisdiction of the Executive Vice President and shall submit a report of their goals to the Executive Board and membership in January of each year. The Executive Vice President shall solicit interested members to be involved in the Education Committee from among the general membership. (NO OFFICERS)

B. The Education Committee will be responsible for conducting programs to educate our members in the history of the Labor Movement.

C. The Education Committee shall develop and maintain an intelligent and dignified membership.

D. The Education Committee shall educate all members in the area of economics, politics, and social justice.

E. The Education Committee shall further initiate training programs to include the members and their families in Community Service Affairs.

F. The Education Committee shall receive lost time and expenses as necessary when approved in advance by the President.

### Section 6 HEALTH & SAFETY COMMITTEE

Upon recommendations, the President shall appoint a Safety and Health Committee. The Safety and Health Committee shall work under the jurisdiction of the President. The Safety and Health Committee shall be responsible for investigating and correcting, where possible,

safety and health violations in Postal Installations. There shall be a Safety and Health Committee Chairperson, appointed by the President. The Chairperson shall be responsible for the following duties:

(a) Attend all safety and health meetings, seminars and training classes when deemed necessary and approved in advance by the President.

(b) Chair Safety and Health Committee Meetings, and coordinate the activities of the Safety and Health Committee.

(c) Report directly to the President and appropriate Craft Directors, of safety and health violations in all installations.

(d) Make reports on Safety and Health issues to the membership, upon request of the President.

The Safety and Health Committee Chairperson shall receive lost time as necessary, and approved in advance by the President. He/she shall also receive \$50.00 for each General Membership Meeting they attend, to be paid annually.

#### **Section 7 RETIREMENT COMMITTEE**

A. The Retirement Committee will be responsible for organizing and educating our retired members in areas including, but not limited to, our Union History, Human Relations, Legislation, Organization and to achieve the objectives of this constitution, and goals of this Local.

B. The Retirement Committee shall consist of retired full dues paying members with full voice and vote, and retirees who do not wish to pay full dues. The retirees who do not pay full dues shall not have a voice or vote in the daily union activities *or run in local and/or national elections of the Union, or in the General election of officers*. Fees for those retirees who do not pay full dues shall be \$24.00 per year.

C. There shall be a retirement committee *President* appointed by the *Detroit District Area Local* President. The Retirement Committee President shall:

(a) Assist the local in various membership mailings.

(b) Chair the monthly Retiree Meetings.

(c) Notify Retirees of upcoming meetings and events.

(d) *The Retirement Committee shall receive expenses as necessary when approved in advance by the President of the Detroit District Area Local.*

(e) *The President* of the Retirement Committee shall receive \$50.00 for each General Membership meeting they attend, to be paid annually.

(f) The President shall be a full dues paying member.

### **ARTICLE VIII**

#### **Bonds**

**Section 1.** The President, Executive Vice President and Secretary-Treasurer shall be the only officers authorized to sign checks. All officers who have a fiduciary responsibility shall be bonded.

A. Officers who are required to be bonded shall have the expense of such bonds borne by the Local.

### **ARTICLE IX**

#### **Amendments**

Section 1. Amendments to these By-Laws may be made in the same manner as prescribed for Amendments to the Constitution.

Section 2. Any amendment to the constitution ratified by the membership pursuant to a membership referendum may not be rescinded or modified for a period of at least one (1) year.

***PLEASE READ THE ENTIRE CONSTITUTION PRIOR TO CASTING YOUR VOTE. ALL CONSTITUTION UPDATES AND CHANGES ARE IN BOLD AND ITALIC FACE TYPE.***

***-CONSTITUTION COMMITTEE-***