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PREAMBLE

We, the Postal 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 have the right to see that their children have the best of education. The investment of the Worker's lifeblood in giving service gives him/her that right.

We further believe that all Postal Workers have the right, regardless of race, color, creed, sex, sexual orientation, nationality, handicap, political affiliation, age, or religion, to hold their head 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 also believe that all Members have certain basic rights within our Union and shall be secure in those rights. In order to give life to the Preamble to the Constitution, and to the Constitution itself, the Member's Bill of Rights has been established.

MEMBER'S BILL OF RIGHTS

Every Member has the right to be respected as a human being.

Every Member has the right to be respected as a brother or sister of this Union.

Every Member has the right to freedom of speech and the right to be heard.

Every Member has the right to the freedom to listen.

Every Member has the right to the freedom of the press.

Every Member has the right to participate in the activities of this Union.

Members shall not be denied the right to seek any office or the right to vote in this Union because of race, color, creed, sex, sexual orientation, nationality, handicap, political affiliation, age, or religion.

Every Member has the right to support the candidate of his/her choice and to participate in that right with others.

Every Member has the right to a fair trial, to be represented by an individual of his or her choice, and to properly appeal procedures.

Every Member has the right to be sure in his or her basic rights without fear of political, economic, physical, or psychological intimidation.

OFFICER'S OATH OF OFFICE

I, _____ (name) _____, having been duly elected to office in the _____ (state) _____ (local) _____ of the American Postal Workers Union, AFL-CIO, do solemnly pledge to uphold the Constitution and Bylaws of the American Postal Workers Union, AFL-CIO and of the _____ (state) _____ (local) _____.

I further pledge to perform the duties of my office to the best of my ability. I promise that at the conclusion of my term of office, I will turn over to my successor all books, papers, records, and documents that are the property of the APWU _____ (state) _____ (local) _____.

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

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

Last but not least, I promise to purchase only union made article, whenever available. Failure to perform any of the above will mark me as an individual devoid of honor and destitute of integrity.

******ARTICLE 1******

NAME

The name of this organization shall be Nashville, Tennessee, Local of the American Postal Workers Union, AFL-CIO, hereinafter referred to as the Local.

******ARTICLE 2******

OBJECTIVES AND AFFILIATIONS

Section 1. The objectives of this Union Local, which was established as in industrial Union, shall be to unite all Postal Employees under the jurisdiction of the Local into one brotherhood for social and economic advancement; and to endorse the theory that all citizens of these United States are entitled to a reliable, efficient Postal Service.

Section 2. Recognizing the American Postal Workers Union, as affiliated with the AFL-CIO, to be the greatest benefactor of Postal Employees, the Local desires to be affiliated with that body. The Local also desires to be affiliated with the APWU Postal Press Association and the Tennessee Postal Workers Union (TPWU), our state APWU organization.

Section 3. The Local affirms its belief in a single Union of all Postal Workers in non-supervisory positions; will continue to organize the unorganized; and will make every effort to unite within one organization, regardless of race, creed, sex, sexual orientation, nationality, handicap, political affiliation, age, or religion; all employees under the jurisdiction of the American Postal Workers Union.

Section 4. The Local agrees to work for the repeal of laws which are unjust to Labor and to Postal Workers, such as the denial of the right to strike and the denial of the right to support political candidates of our choice; and to educate all Members in the area of economic, political, and social justice.

Section 5. The Local shall form an Executive Board with each Craft represented.

******ARTICLE 3******

MEMBERSHIP

Section 1.

(a) Any non-supervisory employee, regardless of level or grade, within the jurisdiction of the Local is eligible for full membership. Those accepted for membership shall pay full National per capita tax and Local dues per pay period. Individuals seeking membership in the Local shall do so by executing a Form 1187, United States Postal Service Authorization for Deduction of Dues, and submitting it to the Secretary for processing.

(b) Members of the Local who retire from the Postal Service may maintain full membership with all rights of such membership. They shall receive a ballot from the Craft last served while on active duty. They shall pay full National per capita tax quarterly in advance, payable each January 1st, July 1st, and October 1st to the Local.

Section 2.

(a) All retirees who desire to become Members of the National APWU Retirees Department shall only pay the amount stated in the National Constitution. They shall have the right to vote for Retirees National Convention Delegates as specified in the National Constitution. Such Retirees shall have neither voice nor vote in the Local, and may attend the Local's regular monthly membership meetings as close observers only.

(b) Members who have been promoted to positions exercising supervisory authority may maintain membership without voice or vote. They shall pay full National per capita tax and 75% Local per capita tax per pay period, or quarterly in advance, payable each January 1st, April 1st, and October 1st to the Local. They may not attend the Local's regular monthly membership meetings.

Section 3.

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

Section 4.

Federal classified employees may be accepted as associate Members for Health Plan participation only. They shall pay the amount specified by the National APWU.

******ARTICLE 4******

DUES

Section 1.

- (a) The Local dues may further be changed at a regular or 'special' meeting by a majority of those voting in a SECRET BALLOT VOTE, subject to fifteen (15) day posted Notice of the meeting.
- (b) Change in dues structure shall be automatic upon official change in either the State or National dues.

Section 2.

- (a) A Member's good standing shall not be affected by reason of the fact that his/her paycheck for the payroll period in which his/her dues deductions are made is insufficient to permit such dues deductions, by reason of illness, injury, pregnancy leave, lay-off or disciplinary suspension. Members covered by the aforementioned reasons shall be kept in a good standing status to protect his/her health coverage and any other benefits contingent on that good standing.
- (b) Any cash payee Member who fails to make full payment of the amount due by the quarterly deadline faces removal from the membership roll. Ninety (90) days following the payment deadline, the Secretary-Treasurer shall send notice, by Certified Mail, no later than the last day of the month in which dues are owed to the Member's last address on record. The notice shall state that the Member's dues are in arrears; the immediate payment of dues is required to maintain membership, and that the Member shall be removed from the rolls thirty (30) days of mailing of the notice if full payment is not received as specified in the notice.

Section 3.

State dues assessed by the Tennessee Postal Workers Union (TPWU) shall be payment of dues at one hundred percent (100%) based on total membership under Article 3, Section 1 of the Local Constitution. Payment shall be mailed by the Secretary-Treasurer of TPWU prior to the annual State Convention.

******ARTICLE 5******

MEETINGS

Section 1.

General membership meetings shall be held at least once each month at such time and place as has been previously decided on by the Local or the Executive Board. The Secretary-Treasurer shall post a yearly monthly meeting schedule showing dates, times, and location of these meetings. The Secretary-Treasurer shall make arrangements for an interpreter for all called meetings, as needed.

Section 2.

Prior to any meeting the Secretary- Treasurer shall give at least a seven (7) days' notice by posting meeting announcements at all Nashville, TN Local offices (GMF, PMA, Annex, All Stations, AOs and VMF) we represent at all locations in our jurisdiction.

Section 3.

Upon written request of at least 15 Members in good standing, the President shall be required to call a "special" meeting.

Section 4.

Fifteen (15) Members shall constitute a quorum for the transaction of business. If a quorum is not present, no business shall be conducted, other than scheduling a date for a future meeting before the next scheduled monthly meeting. The Executive Board shall in this instance have the authority between meetings to make decisions affecting the Local.

Section 5.

Guests or observers, which include a Member's spouse and/or children, speakers, interpreters, non-Union Members, and retirees who do not maintain full membership, may attend a regular monthly meeting upon approval of the Chair in advance of the meeting. All guests and observers will sign the meeting Register or Attendance Book.

Section 6.

The Recording Secretary shall be charged with the responsibility of maintaining a meeting Register, or Attendance Book, in which every Member and every guest will sign his/her name and affiliation.

This document will be maintained in the permanent records of the Local, and will be kept in the Union Office at all times.

Section 7. DEBATE will be followed in accordance with Robert's Rules of Order. No member may speak more than twice on a single issue.

******ARTICLE 6******

FISCAL YEAR

The fiscal year of the Local shall begin on January 1st and end on December 31st.

******ARTICLE 7******

OFFICERS

Section 1.

Officers of the Local shall consist of the following:

President	Elected
Vice President	Elected
Secretary-Treasurer	Elected
Director, Clerk Craft	Elected
Assistant Directors, Clerk Craft (2)	Elected
Director, Maintenance Craft	Elected
Assistant Director, Maintenance Craft	Elected
Director, Motor Vehicle Craft	Elected
Assistant Director, Motor Vehicle Craft	Elected
Director, Area Offices	Elected

Legislative Director	Elected
APWU Health Plan Representative	Elected
Trustees (3)	Elected
Chief Shop Steward (ALL CRAFTS)	Appointed
Director, Organization and Education	Appointed
Editor	Appointed
Recording Secretary	Appointed
OWCP Representative	Appointed
FMLA Representative	Appointed
Webmaster	Appointed

Section 2.

Candidates for any Craft position must be a Member of the Craft in which they seek such positions and they are to be elected only by Members of that Craft.

Section 3.

All Officers, with the exception of Chief Shop Steward, (ALL CRAFTS), Director, Organization and Education, Editor, Recording Secretary, OWCP Representative and FMLA Representative shall hold office until their successors are duly elected/appointed and installed.

Section 4.

All elected positions shall constitute the executive board of this local.

******ARTICLE 8******

DUTIES OF OFFICERS AND OFFICER COMPENSATION

Section 1.

The President shall preside at all meetings of the Local and at all meetings of the Executive Board. He/she shall appoint any committee not appointed by the Craft Directors, as stipulated in Article 8 of this Constitution, which may become necessary to promote the welfare of the Union or which is established by collective bargaining. He/she shall perform such other duties as they pertain to his/her office. He/she shall have the full responsibility for representation of all Postal Employees whom the Local is obligated to represent by virtue of Collective Bargaining Agreements. He/she shall be a Member of the labor Management Committee and the Local Negotiating Committee. He/she shall attend and appoint representatives to attend, all meetings with management.

He/she shall sign all official contracts and other official documents of the Local. He/ She shall countersign all checks. He/she shall be bonded for 100% coverage of the Local's liquid assets, which include the checking account, savings account, and Credit Union investment certificate, in the event of a breach of fiduciary responsibilities. He/she shall be responsible for reporting equipment failure or breakdown and schedule and repair.

He/she shall coordinate the activities of all Craft. He/she shall, by virtue of office, be a Delegate to all regular State and National Conventions, or called meetings, etc., of the American Postal Workers Union and the Local President's Conference. He/she shall attend the Secretary-Treasurer Seminar at their discretion, to stay informed of all changes in deferral laws, IRS regulations, and Union policies issued by APWU Headquarters concerning the operation of the Local. He/she shall attend the Division Conference for each Craft provided by APWU Headquarters, barring any conflict, to stay knowledgeable of all the Crafts. He/she shall be elected by the general membership.

Section 2.

The Vice President shall work closely with the President and shall perform any tasks assigned by the President. He/she shall be responsible for processing Step 2 Appeals to Arbitration and Appeals to Step 3, and for filing all Step 2 Appeals to Arbitration and Step 3, and Step 4 Grievance Appeals and all arbitration grievance cases. In the absence of the President, he/she shall be vested with the same authority and power of the President and shall perform his/her duties as such.

He/she shall, in the absence of the President or Secretary-Treasurer, be authorized to countersign checks and execute all necessary fiduciary documents. He/she shall, by virtue of office, be a Delegate to all regular State and National Conventions, etc., of the American Postal Workers Union and the National President's Conference. He/she shall be responsible for bank reconciliations. He/she shall deposit all monies of the Local into the appropriate financial institution. He/she shall be elected by the general membership

Section 3.

The Secretary-Treasurer shall make arrangements for all regular monthly membership meetings and shall post a yearly monthly meeting schedule showing dates, times, and location of these monthly meetings. Prior to all meetings the Secretary Treasurer shall be given at least a seven (7) days' notice by posting meeting announcements where they may be seen by the membership.

He/she shall be responsible for processing Form 1187, United States Postal Service Authorization for Deductions of Dues, submitted for membership in the Local and the Local Union Office at all times. He/she shall order and maintain the following supplies for the Local: items listed in the APWU Product Brochure; badges for Officers; business cards for Officers; all letterhead and envelopes; and all handbooks and manuals.

The Secretary-Treasurer shall record all monies of the Local. He/she shall also be custodian of all funds of the Local. He/she shall be responsible for making expenditures authorized by the Local by check countersigned by the President, or by the Vice President in the absence of the President, and shall keep accurate records thereof. These expenditures shall include telephone bills, electric bills, Union Office building loan payments, insurance for business personal property (Union Office contents) and for business liability and medical payments (accidents at the Union Office), property taxes on 206 and 207 at Cameron Park Center, 211 Donelson Pike, Nashville, TN. 37214 and Cameron Park Office Center quarterly association fees, building equipment and office equipment operational repair bills, State unemployment taxes as required by State law, any interpreter fees, office expense vouchers, lost time vouchers; travel expense vouchers; Postal Press Association Fees; APWU supply orders; bibles; flowers and fruit baskets.

He/she shall be bonded for 100% coverage of the Local's liquid assets, which shall include the checking account, savings account, and Credit Union investment certificate, in the event of a breach of fiduciary responsibilities. He/she shall collect all dues and benefit premiums from Members not on Dues Withholding (APWU Dues Check-Off Proof List) and keep accurate records thereof. He/she shall keep accurate, up-to-date records of all the LWOP taken by each Officer and Member each calendar year. He/she shall report total number of LWOP hours used to date by each officer and Member upon request by the President or by the Membership at a regular monthly membership meeting.

He/she shall mail payment of the Local's State dues to the Secretary-Treasurer of Tennessee Postal Workers Union (TPWU) prior to the annual State Convention, as set forth in Article 4, Dues, Section 3. He/she shall submit all necessary financial records as possible after December 31st of each year not to exceed March 1st of the New Year. He/she shall attend the Secretary-Treasurer Seminar once each year to stay informed of all changes in federal laws, IRS regulations, and Union policies issued by APWU Headquarters concerning the operation of the Local. He/ she shall, by virtue of office, be a Delegate to all regular State and National Conventions of the APWU. He/she shall be elected by the general membership.

Section 4. The Director, Clerk Craft, shall be responsible for the Craft and shall, with the advice of the President, process all Grievances and Step 2 Grievance Appeals in the Clerk Craft. He/she shall be a Member of the Labor-Management Committee and the Local Negotiating Committee. He/she shall appoint up to two (2) Chief Shop Stewards necessary for the Clerk Craft. He/she shall appoint all committees deemed necessary for the Clerk Craft. He/she shall be responsible for presenting a Bible of the applicable version to any active Member upon the death of the Member's immediate family only, which includes the following:

Mother, Father, Husband, Wife, Son, Daughter, and any dependent living with the immediate family.

Upon the death of any active member, a Bible shall be represented to the nearest relative. As an alternative for those Members who do not wish to receive a Bible, or for those Members who experience multiple family deaths, the book "Comfort for the Day" may be presented. He/she shall, by virtue of office, be a Delegate to all regular State and National Conventions of the APWU. He/she shall attend the Division Conference for the Clerk Craft provided by APWU headquarters, barring any conflict, to stay knowledgeable of the Craft. He/she shall be a Member of the Clerk Craft and shall be elected by members of the Clerk Craft only.

Section 5. There shall be two (2) Assistant Directors of the Clerk Craft. They shall work closely with and perform duties as assigned by the Director to include the processing of Step 2 Grievance Appeals in the Clerk Craft. The person who receives the highest number of votes in the previous election shall assume the duties of the Director in case of his/her absence or disability. They shall be Members of the Labor Management Committee and the Local Negotiating Committee. They shall, by virtue of their office, be Delegates to all regular State and National Conventions of the APWU. They shall attend the Division Conference for the Clerk Craft provided by the APWU Headquarters, barring any conflict to stay knowledgeable of the Craft. They shall be Members of the Clerk Craft and shall be elected by Members of the Clerk Craft only.

Section 6 (A). The Director, Maintenance Craft, shall be responsible for the Craft and shall, with the advice of the President, process all Grievances and Step 2 Grievance Appeals in the Maintenance Craft. He/she shall be a Member of the Labor-Management Committee and the Local Negotiating Committee. He/she shall appoint the Chief Shop Steward and all Shop Stewards for the Maintenance Craft. He/she shall appoint all committees deemed necessary for the Maintenance Craft. He/she shall be responsible for presenting a Bible of the applicable version to any active Member upon the death of the Member's immediate family only, which includes the following:

Mother, Father, Husband, Wife, Son, Daughter, and any dependent living with the immediate family.

Upon the death of any active member, a Bible shall be represented to the nearest relative. As an alternative for those Members who do not wish to receive a Bible, or for those Members who experience multiple family deaths, the book "Comfort for the Day" may be presented. He/she shall, by virtue of office, be a Delegate to all regular State and National Conventions of the APWU. He/she shall attend the Division Conference for the Maintenance Craft provided by APWU headquarters, barring any conflict, to stay knowledgeable of the Craft. He/she shall be a Member of the Maintenance Craft and shall be elected by members of the Maintenance Craft only.

Section 6 (B). The Assistant Director, Maintenance Craft, shall work closely with and perform duties as assigned by the Director to include the processing of Step 2 Grievance Appeals in the Maintenance Craft. They shall be Members of the Labor Management Committee and the Local Negotiating Committee. They shall, by virtue of their office, be Delegates to all regular State and National Conventions of the APWU. They shall attend the Division Conference for the Maintenance Craft provided by the APWU Headquarters, barring any conflict to stay knowledgeable of the Craft. They shall be Members of the Maintenance Craft and shall be elected by Members of the Maintenance Craft only.

Section 7 (A). The Director, Motor Vehicle Craft, shall be responsible for the Craft and shall, with the advice of the President, process all Grievances and Step 2 Grievance Appeals in the Motor Vehicle Craft. He/she shall be a Member of the Labor-Management Committee and the Local Negotiating Committee. He/she shall appoint a Chief Shop Steward and all Shop Stewards necessary for the Motor Vehicle Craft. He/she shall appoint all committees deemed necessary for the Motor Vehicle Craft. He/she shall be responsible for presenting a Bible of the applicable version to any active Member upon the death of the Member's immediate family only, which includes the following:

Mother, Father, Husband, Wife, Son, Daughter, and any dependent living with the immediate family.

Upon the death of any active member, a Bible shall be represented to the nearest relative. As an alternative for those Members who do not wish to receive a Bible, or for those Members who experience multiple family deaths, the book "Comfort for the Day" may be presented. He/she shall, by virtue of office, be a Delegate to all regular State and National Conventions of the APWU. He/she shall attend the Division Conference for the Motor Vehicle Craft provided by APWU headquarters, barring any conflict, to stay knowledgeable of the Craft. He/she shall be a Member of the Motor Vehicle Craft and shall be elected by members of the Motor Vehicle Craft only.

Section 7 (B). The Assistant Director, Motor Vehicle Craft, shall work closely with and perform duties as assigned by the Director to include the processing of Step 2 Grievance Appeals in the Motor Vehicle Craft. They shall be Members of the Labor Management Committee and the Local Negotiating Committee. They shall, by virtue of their office, be Delegates to all regular State and National Conventions of the APWU. They shall attend the Division Conference for the Motor Vehicle Craft provided by the APWU Headquarters, barring any conflict to stay knowledgeable of the Craft.

They shall be Members of the Motor Vehicle Craft and shall be elected by Members of the Motor Vehicle Craft only.

Section 8. The Director, Area Offices, shall be responsible for the Area Offices, with the advice of the President, process all Grievances and Step 2 Grievance Appeals for the Area Offices. He/she shall be a Member of the Labor Management Committee and the Area Office. He/she shall appoint all committees deemed necessary for the Area Offices. He/she shall appoint all Shop Stewards for the Area Office. In the case of the death of the Member's immediate family only, this includes the following:

Mother, Father, Husband, Wife, Son, Daughter, and any dependent living with the immediate family.

Upon the death of any active member, a Bible shall be represented to the nearest relative. As an alternative for those Members who do not wish to receive a Bible, or for those Members who experience multiple family deaths, the book "Comfort for the Day" may be presented. He/she shall, by virtue of office, be a Delegate to all regular State and National Conventions of the APWU. He/she shall attend the Division Conference for the Clerk Craft provided by APWU headquarters, barring any conflict, to stay knowledgeable of the Craft. He/she shall be a Member of the Clerk Craft and shall be elected by members of the Clerk Craft only.

Section 9. The Legislative Director shall be thoroughly familiar with laws and regulations concerning Postal Employees as established by the Congress. He/she shall maintain a line of communication with our Representatives in the Congress and shall keep the Membership informed of the legislative situation. He/she shall, by virtue of office, be a Delegate to all Legislative Conferences/Rallies to which the membership or Executive Board decides that the Local should be represented, and be a Delegate to all regular State and National Conventions of the APWU. He/she shall be elected by the general membership.

Section 10. The APWU Health Plan Representative shall be a Member of the APWU Health Plan. He/she shall be responsible for assisting Members of the Local with their Accident Benefit Association Claims, Voluntary Benefits Plan Claims and in their preparation when necessary. He/she shall be responsible for ordering and distributing claim forms, brochures and handout materials. He/she shall attend the APWU Health Plan Annual Open Season Seminar to stay knowledgeable of current Health Plan information, including rates, changes in coverage, benefits, services, recruitment, and claims procedures. He/she shall be elected by the general membership.

Section 11. The three (3) Trustees shall have general supervision over the property of the Local and perform a yearly inventory of said properties every February, with a report given at the March general membership meeting. They shall make all arrangements when necessary to have an independent auditor audit the books of the Treasurer once a year, or at any time they are instructed to do so by the membership at a regular monthly meeting membership meeting. The Trustees shall select an auditor

by contacting at least three (3) different agents and selecting the one providing the best service at the least cost. The audit is to be completed by March 31st of each year and the findings reported at the next regular April membership meeting.

They shall purchase and maintain the following supplies for the Local; cleaning products, kitchen, bathroom, and replacing paper products. They shall be responsible for watering office plants. Trustees are elected by the general membership. The three (3) nominees receiving the highest number of votes, one person per craft, will serve as trustees. If any craft does not show interest in the position, then their slot will be filled by the person who received the next highest votes.

Section 12 (A). The Chief Shop Steward and all Shop Stewards shall be appointed by the Director of each Craft and shall assist him/her when needed in the processing of Grievances. The Chief Shop Steward and all Shop Stewards in each Craft shall not be Members of the Executive Board nor be elected by the general membership. The President and/or the respective Director have the authority to decertify stewards. The respective Director may appeal the decertification of a steward by the President to the Local Executive Board.

(B). Since their duties could be time-consuming, with loss of personal time, each Shop Steward shall be reimbursed for the amount of his/her Union dues provided he/she attends four (4) or more regular monthly membership meetings annually, and shall be prorated for time served as a Shop Steward. Shop Stewards may submit PS Form 3971, Request for or Notification of Absence, reflecting where his/her supervisor denied leave of LWOP to attend these meetings, to their Craft Director for consideration as credit for missed meetings. Craft Directors must give all approved PS Form 3971s to the Secretary, who shall make an attendance entry into the meeting Register, or Attendance Book, for each disapproved Form 3971. All Form 3971 must be within the Secretary's hands fourteen (14) days to be counted.

(C). The reimbursement of a Shop Steward's Union dues is considered a rebate, minus any applicable Federal and/or State Taxes and not a salary. Rebate payments shall be made by the Secretary-Treasurer annually, by the end of December each year, and after the Shop Steward has been certified for payment by the Secretary-Treasurer and approved by the President.

(D). Chief Shop Stewards shall be compensated as provided in Section 19. All primary stewards (stewards who have primary day-to-day responsibility for representing a section in accordance with Article 17 of the Collective Bargaining Agreement) shall be compensated as provided in section 19. All primary stewards are required each year to attend at least one training session sponsored by the Local or other APWU entity, as approved by the President. Failure to attend training unless excused by the President shall result in decertification as a Shop Steward.

Section 13.

- (A) The Director, Organization and Education, shall be appointed by the President. He/she shall not be a Member of the Executive Board, He/she shall serve at the pleasure of the President. He/she shall order and distribute membership supplies for organization and education.
- (B) He/she shall meet and brief all new hires under the jurisdiction of the Nashville, Tennessee Local, APWU, AFL-CIO. He/she shall prepare handout materials for these new hires. He/she shall be accountable for the receipt, control, issuance, and monetary accountability of aprons and caps purchased by the Local to promote APWU membership and to express caring and concern to all Members.
- (C) Each new Member, upon completion of PS Form 1187, Authorization for Deduction of Dues, shall be given his/her choice of an APWU apron or cap. Either of these items may be sold to local APWU Members for cost in the APWU Product Brochure. APWU aprons and caps may also be sold to non-Members for full cost plus \$2.00 to the Local.
- (D) Any money collected as a result of sales of aprons and caps shall be submitted to the Treasurer, along with an Accounting Sheet for each item disbursed. All money must be submitted to the Treasurer by December 31st of each year.

Section 14.

- (A) The Editor shall be appointed by the President. He/she shall not be a Member of the Executive Board nor be elected by the general membership. He/she shall serve at the pleasure of the President.
- (B) The President shall be the Associate Editor.
- (C) The Editor shall be a Member of the APWU National Postal Press Association (PPA) with the annual membership dues for Editors to be paid by the Local at the beginning of each calendar year. He/she shall be a Delegate to the biennial PPA National Editor's Conference held in the month of August of years opposite to the National Convention of the APWU. Expenses will be limited to air fare or mileage, registration fees, per diem at the GSA rate per day and any applicable Union LWOP. Refer to Local policy for Other Compensation.
- (D) The Local shall establish and Editorial Policy Committee consisting of the Editor, the President (Associate Editor), and one Member of the Executive Board appointed by the President.
- (E) The Editorial Policy Committee shall be responsible for:
 - 1. Reviewing any questions that may be brought before the Committee.Example of questions might be: Libel, defamation of character, information which cannot be verified, conflicts with the Local's Constitution or federal regulations, or conflicts with the moral standards of the Local.

2. Determining the disposition of unsigned articles.
 3. Determining the disposition of an article which is considered to be irresponsible criticism or charges.
 4. Determining the disposition of articles, which are written only for the intent of resolving a personal conflict.
 5. Considering a policy of allowing the individual who is the object of criticism newsletter, or newspaper.
- (F) The Editor shall include a proper disclaimer advising the readers that the articles published in the newsletter, or newspaper, are the opinion of the writer and not necessarily that of the Editor or the Local.
- (G) The President is ultimately responsible for all articles in the newsletter, or newspaper, whether he/she wrote them or not.
- (H) The Newsletter, or Newspaper, shall be an educating and organizing vehicle used as an incentive to get non-Members to join the Local.
- (I) The Name of the Local's Newsletter, Or Newspaper shall be **Music City Notes**.
- (J) **Music City Notes** shall be published bi-monthly (even months) and a copy of each publication shall be maintained in a binder in the Local office. Editions may be suspended or special editions may be published at any time upon approval of the President.
- (K) The Editor shall work closely with the Webmaster.

Section 15. The Recording Secretary shall be responsible for recording and maintaining all minutes of the meetings. The Recording Secretary shall have copies of the minutes from the prior general membership meeting typed and available for the membership no less than 20 minutes prior to the scheduled start of the general membership meeting. A copy of the recording Secretary's notes on all sustained motions where money is disbursed shall be signed, dated and given to the Secretary-Treasurer at the end of the meeting. The membership may vote on minutes as typed, not read out loud. The Recording Secretary shall have copies of Executive Board minutes from the prior Executive Board meeting, typed and available for the Executive Board (15) fifteen days prior to the next scheduled Executive Board meeting.

The Recording Secretary shall be charged with the responsibility of maintaining a meeting Register, or Attendance Book, in which ever Member, guest, and observer will sign his/her name and affiliation. This document will be maintained in the permanent records of the Local, and be kept in the local office at all times. He/she shall be authorized LWOP to type and prepare minutes from general membership meetings and Executive Board meetings as approved by the President.

Section 16. The FMLA Representative shall be responsible for educating Members as to their rights under the Family and Medical Leave Act and assisting Members with their dealing with both the USPS FMLA Coordinator's Office and the Department of Labor. He/she shall be responsible in assisting Shop Stewards and Step Two representatives with Step One and Two grievances, and educating Shop Stewards concerning FMLA issues are a subject, as approved by the President. He/she shall serve at the pleasure of the President and compensated per Section 19 (Salaries). The FMLA representative shall not act as a representative at any hearing or forums.

Section 17. The OWCP Representative shall be responsible for educating Members as to their rights under the Federal employee Compensation Act and assisting Members with their dealings with both the USPS Injury Compensation Office and the Department of Labor Office of Workers Compensation Program (OWCP). He/she shall be responsible in assisting Shop Stewards and Step Two representatives with Step One and Step two grievances, and educating Shop Stewards concerning OWCP issues. He/she shall attend each year at least one training seminar where OWCP issues are a subject, as approved by the President. He/she shall serve at the pleasure of the President and compensated per Section 19 (Salaries). The OWCP Representative shall not act as a representative at any hearing or forums.

Section 18.

- (A) The Webmaster shall be responsible for maintaining the Nashville Local APWU Website. He/she shall update the website on a regular basis to provide members with all information that is relative to the Nashville Local of the APWU. He/she will be appointed and serve at the pleasure of the President and be compensated per Section 19 (Salaries). He/she shall enjoin with the President to insure material published on the website is appropriate and not in conflict with the views and policies of the Nashville local and the National APWU. Webmaster shall work closely with the Editor.
- (B) The web page shall be an educating and organizing vehicle used as an incentive to get non-members to join the Local.
- (C) He/she shall insure all material posted to the website is documented prior to insertion and conducive to the views and policies of the Nashville Local and National APWU.

Section 19.

(A) Salaries

President

Vice-President

Secretary-Treasurer

\$500

\$375

\$375

Director, Clerk Craft	\$400
Assistant Director, Clerk Craft (2)	\$250
Director, Maintenance Craft	\$350
Assistant Director, Maintenance Craft	\$250
Director, Motor Vehicles	\$350
Assistant Director, Motor Vehicles	\$250
Director of Area Offices	\$350
Legislative Director	\$175
APWU Health Plan Representative	\$115
Recording Secretary	\$125
Chief Shop Steward (ALL CRAFTS)	\$100
FMLA Representative	\$75
Editor	\$100
OWCP Representative	\$75
Director, Organization and Education	\$100
Webmaster	\$100

TOTAL MONTHLY SALARIES EXPENSES =

\$4,665

- (B) Each Trustee shall be salaried for the amount equivalent to his/her Union dues and paid annually by the end of December each year.
- (C) Any Officer assuming the position of another Officer due to extended illness shall receive the salary of that Officer for that period of time.
- (D) Primary Stewards receive \$200 per calendar year, payable in \$100 increments each June and December. To be eligible for each payment, the primary steward must have served in the capacity for a full six months prior to payment and not hold an elected position in the Local (Trustees excepted).

Committees

Section 1.

The President shall be empowered to appoint any Committee which may become necessary to promote the welfare of the Union or which is established by collective bargaining.

Section 2.

The Executive Board shall consist of all Elected Officers. Appointed Officers shall not be Members of the Executive Board, since they do not perform executive functions nor do they have

policy-making authority or responsibility. The Executive Board shall meet once each quarter. The Executive Board shall have authority to approve spending the necessary funds as needed to conduct Union business. Such authorizations are approved either: by a majority vote of all Executive Board Members present at a called meeting of the Executive Board, or by a majority vote of all Executive Board Members through a poll conducted at the request of the President. Such polls shall be conducted by the Secretary-Treasurer, who shall maintain a printed copy of the poll. All expenditures by the Executive Board shall be reported at the next regular membership meeting.

******ARTICLE 10******

ELECTIONS

Section 1.

It is unreasonable for new employees and new Union Members to be Union leaders, as they have no vested interest in APWU. Therefore, to be eligible for office and/or Delegate of the Local, a candidate must have been a Member of the Local in good standing for one year from the date of the meeting on Nomination day.

Section 2.

All nominations for Officers of the Local shall be made at the regular monthly Membership meeting in February of an election year. All Nominating Petitions shall be presented to the recording Secretary of the Local prior to, or at, this same meeting. Nominations will be closed when this meeting is adjourned. Officers of the Local that are Delegates to the National and/or State Conventions by virtue of office shall be so indicated on the ballot.

Section 3.

Officers shall be installed at the regular monthly membership meeting in April of an Election year.

Section 4.

(A) All Delegates and alternate Delegates to the National Convention shall be elected by the general membership's monthly meeting.

(B) The number of elected Delegates to attend the National Convention beyond those who attend by virtue of their office shall be determined by vote at the January membership meeting each national Convention year. Elected Delegates to the National Convention shall be nominated at or prior to the regular monthly membership meeting in February.

Nominations will be closed with this meeting is adjourned.

- (C) Election results concerning Delegates and alternate Delegates to a National Convention will be announced and posted prior to the regular monthly membership meeting in April each National Convention Year.
- (D) Appointed Members to fill Delegate or alternate Delegate vacancies shall not be allowed for a National Convention.

Section 5. ELECTION COMMITTEE

The Labor-Management Reporting and Disclosure Act (LMRDA) of 1959, "As Amended", establish election procedures that are binding on all Union Locals covered by the Landrum-Griffin Act, regardless of whether their Constitutions and Bylaws so provide. All APWU Locals are covered by the legislation; therefore the Local is responsible for observing the restrictions and regulations set forth in the Landrum-Griffin Act and applicable administrative policy.

- (A) The President shall appoint a five (5) Member Election Committee from the general membership of the Local, all crafts shall be represented and shall announce the Committee Members at the regular monthly membership meeting in January of an election year. At this time the Secretary-Treasurer will provide the Election Committee with the most current mailing list. It shall be the duty of this Committee to establish a schedule for the election, establish "election day" conduct the election, and count the ballots. The results will be announced and posted prior to the regular monthly meeting in April of an election year
- (B) Members of the Election Committee shall execute a statement that they are not and will not become candidates for elected office in the Local for that specific election.
- (C) The Election Committee shall meet within three (3) days after the regular monthly meeting in January, and shall post no later than 15 days prior to the regular monthly meeting in February a "Notice of Nomination", which shall include the following information:
 - 1. The Offices to be filled by the Election;
 - 2. The Place of the Nomination meeting;
 - 3. The Date and Time of the Nomination meeting;
 - 4. The Form of the Nomination (either from the floor, written in the form of a Nominating Petition, or in some other acceptable manner); and
 - 5. The Prerequisites of Eligibility for Office.

Section 6 : NOMINATIONS

- (A) Nominations for Office will constitute a "Special Order of Business" and follow the Secretary-Treasurer's Report in the agenda of the regular monthly-membership meeting in February of an election year.
- (B) Nominations will be accepted from the floor or from the floor by a written 'self-nomination' nominating petition. All nominations must state the official position sought.
- (C) All candidates shall within five (5) days of the close of nomination execute a Statement of Acceptance as prepared by the Election Committee. Such statement must be hand-delivered physically to the Chairperson of the Election Committee or mailed Certified mail, return receipt requested, and postmarked no later than 12:00 midnight of the fifth day after the close of the February membership meeting.
- (D) The Election Committee will be in charge of printing necessary ballots and ballot instructions. Candidates who are incumbents will be listed first on the ballot. In the case of no incumbent, candidates will be listed on the ballot in order of the names drawn and position by the Election Committee.
- (E) All candidates who are nominated and unopposed shall be declared elected. No write-in candidates will be allowed.

Section 7. BALLOT PROCEDURES

Ballots are to be typed by the Election Committee, proofread, printed and prepared for mailing by the Election Committee, then mailed by the Election Committee to each eligible voter on the Secretary-Treasurer's records at the last known address. These ballots shall be mailed by First Class mail at least 15 days prior to the election and performed in accordance with the Labor Laws.

Ballots are NOT to be opened and counted until the "Day of the Election". The Election Committee must use such methods as to protect the secrecy of the ballot and guarantee fairness to all voters and candidates. The ballots shall be retained in the Local Union Office for a period of one year in case of a protest by any Member. The Local shall pay all expenses, including postage of said election.

Section 8. OBSERVANCE OF VOTE COUNTING

Any candidate may select a Member in good standing to observe the counting of the votes and/or to assist the Election Committee. The candidate may be his/her own observer.

Section 9. TIE-VOTE

- (A) A tie-vote situation concerning Delegates to the National Convention will be settled by drawing names out of a hat, at the next monthly membership meeting following the tabulation of votes. Announcements will be made as to the results.
- (B) All Elected positions that are tied in elections will perform a run-off for their specific position.

Section 10. APPEALS SYSTEM

- (A) In the event that charges are levied against the Officers or any Member of the Local on local elections, the Election Committee will act as a Hearing Committee unless the charges are against the Election Committee, in which case the President shall appoint a Hearing Committee consisting of three (3) Members not involved in any way with the incident.
- (B) The person preferring these charges shall do so in writing with specific and detailed charges presented to the Hearing Committee with seventy-two (72) hours of becoming aware of alleged violation.
- (C) After a reasonable time to prepare a defense, a full and fair hearing shall be conducted by the Hearing Committee.
- (D) Candidates wishing to appeal the report of the Hearing Committee must do so to the Chairperson of the Election Committee by Certified Mail, return receipt requested, and postmarked no later than 12 midnight of the Wednesday following the report of the Committee.

******ARTICLE 11******

MEMBERSHIP PROTECTION

The following shall constitute offenses, the commission of which shall subject any Officer or Member of the American Postal Workers Union to disciplinary action as set forth herein:

Section 1.

- (A) Violating any provision of the Constitution or Bylaws of the Local or National APWU, or failure to perform duties or functions specified or required therein;
- (B) Engaging in a movement which has for its purpose the fostering of a rival organization;
- (C) Violating the rights of Members to be free from discrimination on the basis of race, color, creed, sex, sexual orientation, nationality, handicap, political affiliation, age or religion.
- (D) Engaging in conduct that would expose the APWU to civil liability.
- (E) Joining or lending active support to any organization or movement, whose purposes and objectives are contrary to the fundamental principles of the Government of the United States of America.
- (F) An Officer or Member found guilty of any of the foregoing after the filing of charges and the holding of hearings and other procedures as prescribed in the Article, may be disciplined by probation, suspension, expulsion, or other appropriate disciplinary action.

Section 2.

- (A) The Executive Board or Hearing Board of the Local shall have jurisdiction to hear charges.
- (B) All charges shall be in writing signed by the accuser, and shall be sufficiently explicit so as to inform the accused of the nature of the offense with which he/she is charged.
- (C) Except in cases of suspension or expulsion for non-payment of dues or per capita, no disciplinary action shall be taken for violation of any provisions of this Article or of the Constitution until an accused individual has been accorded the following procedures.
- (D) Proceedings under this Article may be initialed by any Member of the Local APWU by filing charges by Certified Mail with the Secretary-Treasurer of the Local, or another Member of the Executive Board if the Secretary-Treasurer is charged.

(Language from National):

MEMBER CHARGES. A charge(s) by a member(s) in good standing that a member(s) has violated the APWU National Constitution or Bylaws or the Constitution or Bylaws of a Local, State, or Regional Organization must be specifically set forth in writing and signed by the member(s) making the

charge(s). For each alleged offense, the charge shall state (1) who is being charged; (2) the exact nature of the alleged offense; (3) the period of time during which the alleged offense took place and (4) the constitutional provision allegedly violated. Attached to the charge(s) will be evidence and/or, if there are witnesses, a signed statement from at least one (1) witness.

(d) Except in cases of suspension or expulsion for nonpayment of dues or per capita, no disciplinary action shall be taken for violation of any of the provisions of this Article or of the Constitution until an accused individual or a subordinate body has been accorded the following procedures.

(e) Proceedings under this Article may be initiated by any member of APWU by filing charges with the secretary of the body of which the accused is an officer or member.

(f) 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. In the event of a trial board

being appointed pursuant to Section (i), such notice of hearing shall be given to the accused by the committee.

(g) The accused shall be accorded a full and impartial trial, with the right to appear personally and be represented by any member of this Union, but whether the accused shall be represented by an attorney in such trial shall be left to his/her own discretion.

(h) The hearing may be held on a charge notwithstanding the failure of the accused, after being given notice thereof pursuant to provisions of this Article, to appear thereat.

(i) The National Executive Board shall constitute a trial board before which hearings on the charges before the National Executive Board may be held; provided, however, that the National Executive Board may appoint a hearing officer or officers to act for it for the purpose of holding a hearing. The National Executive Board may appoint as a hearing officer one (1) or more National Union Officers who shall be impartial. In cases in which a hearing officer is appointed by the National Executive Board, such hearing officer shall hold such trial under such trial procedure as shall be determined by the National Executive Board; shall make findings of fact and conclusions of law in respect to such charges; and shall recommend to the National Executive Board what disciplinary action, if any, is to be taken by the National Executive Board. In all cases, including those in which a hearing officer is appointed by the National Executive Board, the National Executive Board itself shall determine for itself what disposition should be made of the charges before it.

(j) The Local/State Executive Board or separate elected trial board for a subordinate body shall constitute the trial board before which hearings on charges may be held; provided, however, that any such trial board may appoint one (1) or more of its members who shall be impartial, to act for it as hearing officer(s) for the purpose of holding hearings. In cases in which

a hearing officer(s) is appointed, such hearing officer(s) shall hold such trial under such trial procedure as shall be determined by the trial board; shall make findings of fact and conclusions of law in respect to such charges; and shall recommend to the trial board what disciplinary action, if any, is to be taken by the trial board. In all cases, including those in which a hearing officer(s) is appointed, the trial board itself shall determine for itself what disposition should be made of the charges before it.

(k) Any decision or disposition of charges by the Executive Board or separate elected trial board of a local union shall be reduced to writing and submitted as a report to the Secretary of the local union, including a synopsis of the testimony introduced at the trial, together with the verdict "guilty" or "not guilty," and the recommended disciplinary action, if any. Upon receiving the report the Secretary of the local union shall read it at the next regular union meeting, and in the event of a guilty verdict, submit first the question of sustaining the report as to guilt or innocence and, if guilt is determined, then the question of accepting or rejecting the recommended disciplinary action. However, if the recommended disciplinary action is expulsion, suspension without pay in excess of sixty (60) days or termination of an incumbent elected officer, an affirmative vote to expel from office or terminate the membership of the officer cannot take effect unless confirmed by two-thirds (2/3) of those voting in a referendum on the recommended disciplinary action. The affected officer shall have ten (10) days to submit a reply to the report. The report and the reply from the affected officer, if submitted, each of which shall contain no more than one thousand (1,000) words, shall be sent out with each ballot.

SEC. 4. (a) Any person or body, against whom disciplinary action has been taken or whose charges have been dismissed in whole or in part, shall have the right to appeal as follows:

- (b) From the disciplinary action of or dismissal of charges by a local union, (1) to the President, (2) to the National Executive Board, and (3) to the National convention.
- (c) From the disciplinary action of or dismissal of the charges by the National Executive Board to the National convention.
- (d) From the disciplinary action of the President (1) to the National Executive Board, and (2) to the National convention.
- (e) In acting as an appeal board, the National Executive Board may appoint one (1) or more National Union Officer(s), who shall be impartial, to act for it for the purpose of reviewing any appeal, in which case the member so named shall make recommendation to the National Executive Board concerning the disposition of the appeal, and it shall determine for itself what final disposition shall be made of the appeal.
- (f) Appeals shall be taken within a reasonable time not to exceed thirty (30) days from the date that notice of disposition of the charges or disposition of any intermediate appeal is received; provided, however, that the appellate body may, in its discretion, extend such time for appeal if circumstances so warrant. Appeals shall be in writing and shall state the basis of the appeal. The appellant shall be permitted to present such appeal in person before any appellate tribunal, provided, however that in the case of an appeal to a National convention, such personal appeal shall be limited to appearance before the Convention Committee established to deal with appeals unless such appeals committee or the convention itself determines to permit a personal appearance before the National convention.
- (g) Individuals, or subordinate bodies against whom disciplinary action has been taken shall be obliged to exhaust all remedies provided for in this Article and in the Constitution before resorting to a court of law or other tribunal.

******ARTICLE 12******

REMOVAL FROM OFFICE

Any Officer absenting himself/herself from his/her Office for three (3) consecutive meetings, without just cause, or who is considered unworthy of his/her Office, shall have his/her rights under Article 11

Charges. A Hearing shall be conducted as outlined in Article 11, and the accused Officer will be afforded his/her appeal rights.

******ARTICLE 13******

VACANCY OF OFFICE

Any vacancy of an elected office created by resignation, recall, removal, death or newly created position shall be filled by the Executive Board, which shall meet as soon as possible after the declared vacancy to appoint a Member in good standing to fill the remaining term of Office. In this instance only, the appointed Member shall be treated as an elected Officer and shall be a Member of the Executive Board.

******ARTICLE 14******

EXPENSES AND LWOP COMPENSATION FOR UNION BUSINESS

Section 1.

Members authorized to conduct union business shall be compensated as follows: Member shall receive per diem at the current GSA rate at least three days prior to departure. Approved mileage is paid at the current IRS rate. The Local shall provide lodging, travel, registration fees and parking. Travel shall be air coach fare or mileage, whichever less is, and ground transportation between airport and event site. Parking and ground transportation will be paid at the economy rate and must be receipted and submitted to the President within sixty (60) days of receipt to receive reimbursement. Refer to Local Policies on other compensation for lost time off the clock.

Section 2.

All Members attending Conventions/Meetings, receiving credentials and/or expense money from the Local, will be required to be present at all proceedings unless excused by the President. Failure to do so may result in payment to the Local for any monies disbursed to the Delegate for participation in the Convention/Meeting and be bound by the Constitution. Failure to compensate the Local within sixty (60) days for monies procured may result in charges being levied for removal from office.

Section 3.

(A) Officers shall be allowed the following number day's compensation for Union leave without pay (U-LWOP) each calendar year, LWOP used for Conventions and Seminars shall not count for their allotted days. The President shall determine the number of days allotted to individuals for compensation prior to Union sponsored events. LWOP shall be paid only for the employee's regularly scheduled work days.

PRESIDENT: The President shall be authorized Union LWOP not to exceed 1,040 hours each calendar year. It shall be incumbent upon the President to exercise frugality in the use of Union LWOP. Being accountable to the membership the President shall be prepared and shall present to the general membership at the June and December general membership meetings his/her APWU and Postal Service work schedules and total number of Union LWOP hours used to date. The general membership shall have the authority by a simple majority vote to reduce the President's Union LWOP authority to 250 hours each calendar year when necessary for budgetary or other reasons.

Vice-President	25 Days
Secretary-Treasurer	25 Days
Director, Clerk Craft	25 Days
Assistant Directors (ALL)	15 Days
Director, Maintenance Craft	15 Days
Director, Motor Vehicle Craft	15 Days
Director, Area Offices	20 Days
Webmaster	10 Days
Editor	10 Days

(B). If the Officers listed above are not available to attend to Union business, they may designate a representative and relinquish LWOP compensation to that representative upon approval by the President. Refer to Local policies on other compensation for time spent performing union tasks off the clock.

Section 4.

Other Officers and Members may be granted LWOP and expenses, as provided in Section 1., when determined necessary by the President to conduct Union business.

Section 5.

The Secretary-Treasurer shall keep accurate, up-to-date records of all LWOP taken by each Officer and Member each calendar year. He/she shall report the total number of LWOP hours used to date by each Officer and Member upon request by the President or by the Membership at a regular monthly membership meeting.

Section 6.

Official travel expense vouchers and/or lost time vouchers must be completed and submitted to the President for approval before payment is made by the Treasurer.

******ARTICLE 15******

LOST ANNUAL LEAVE AND/OR SICK LEAVE

Section 1.

Officers who lost Annual Leave and/or Sick Leave as a result of Leave Without Pay (LWOP) for Union business shall be reimbursed for the lost Annual Leave and/or Sick leave upon submission of the following:

- (A)** A copy of each approved Form 3971 as proof of Leave taken;
- (B)** Evidence that Annual Leave and/or Sick Leave was lost (e.g., Postal Service Salary Check Stub Pay Period 26); and
- (C)** A lost Time voucher approved by the President.

Section 2.

Reimbursement for this loss shall not exceed one year from date of loss.

Section 3. Refer to Local Policies on other compensation for time spent performing Union tasks off the clock.

******ARTICLE 16******

TELEPHONE USAGE, CHARGES, AND EXPENSES

Section 1.

Any usage of the Local's telephones which results in charges to the Local shall be limited strictly to the conduct of APWU business. Telephone credit card usage shall be restricted to use by the President. Any other official telephone calls made by other Members shall be on a reimbursable basis. Reimbursement requires that those Officers or Members submit a completed office expense voucher to the President, giving the nature of the call, along with a copy of the telephone bill from the telephone company reflecting all charges claimed as proof of the call (s).

******ARTICLE 17******

MILEAGE ALLOWANCE

Mileage allowance for the use of personal vehicles to conduct Union business shall be consistent with Internal Revenue Service (IRS) regulations. Compensation will be made for mileage from point of departure (either home or Postal Facility, whichever is closer) to Union related function if your travel day is a regular scheduled work day. If it is a non-scheduled work day you will be allowed mileage from your home to the Union-related function.

******ARTICLE 18******

USE OF OUR UNION OFFICE FACILITY

Our Union Office, located at 211 Donelson Pike, Suites 206 and 207, Nashville, TN 37214, shall be used solely for the purpose of conducting Union business or Union related functions, such as regular monthly membership meetings, Executive Board meetings, Auxiliary meetings, seminars, training sessions, Labor-Management meetings, and Local Negotiation meeting. Non-APWU or Non-Union-related groups may have the privilege of using this facility by a two-thirds (2/3) vote of all members voting at a regular monthly membership meeting.

******ARTICLE 19******

STATE AND NATIONAL CONVENTIONS

Section 1.

- (A) The number of Delegates to attend a regular State Convention shall be limited to those Officers who attend by virtue of their office, as annotated on the ballot.
- (B) If a regular State Convention is held in the city of Nashville, the number of Delegates beyond those who attend by virtue of their office shall be determined by a two-thirds (2/3) vote of Members present at the regular monthly meeting held in March of each year.
- (C) Nominations for Delegates shall be made at this meeting and voted on by secret ballot.

Section 2.

Full dues paying retirees who serve as Delegates to the State Convention shall only be reimbursed \$100 each day not to exceed four (4) days. Except for National Conventions, this shall be reimbursed up to, but not to exceed six (6) days.

******ARTICLE 20******

AMENDMENTS

The Constitution and Bylaws of the Local shall not be amended or changed except by a two-thirds (2/3) vote of all Members voting at a regular monthly membership meeting, provided a quorum is present. (See Article 5, MEETINGS, Section 4.) A Notice of any proposed change or amendment must be read in two (2) consecutive meetings before a vote is taken and posted two (2) weeks prior to the second meeting.

******ARTICLE 21******

SEPARABILITY CLAUSE

If, at any time, the language in the Constitution and Bylaws of the Local is found in violation of the "Labor-Management Reporting and Disclosure Act of 1959, As Amended", or a violation of any laws, or the language in the Constitution and Bylaws of the Local is inconsistent or in conflict with the language in the National Constitution and Bylaws of the American Postal Workers Union, AFL-CIO, the Executive Board shall have the authority to automatically change this language in order to comply. After the change is made, it should be presented both to the Executive Board and to the membership at a regular monthly membership meeting. There is no need for any vote on these changes made for the purpose of this Article 21.

BYLAWS

Section 1. This body shall not have the power to dissolve itself or adjourn any meeting if there are three (3) dissenting Members.

Section 2. ORDER OF BUSINESS:

- (A). Opening Prayer
- (B). Pledge of Allegiance
- (C). Reading of Minutes for Previous meeting
- (D). Roll Call of Officers
- (E). Report of Officers
- (F). Report of Standing Committees
- (G). Report of Special Committees
- (H). Report of Delegates
- (I). Reading of Correspondence
- (J). Unfinished Business
- (K). Report of New Members
- (L). New Business
- (M). Adjournment

Note: This Order of Business may be transposed at any time as the occasion may require by a majority vote of the Members present at a regular monthly Membership meeting.

Section 3.

- (A)** Any 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 pay period in a year shall be ineligible to hold office at any level of the American Postal Workers Union (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 a position and for a period of one (1) year from the time the employee vacates such position.
- (B)** Any postal employee who has submitted an application to a managerial, supervisory, or EAS position with responsibility for issuing or recommending discipline, or for applying or interpreting the National Agreement shall withdraw such application prior to acceptance of nomination for any office in the APWU.
- (C)** 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 day or a fraction thereof, either detailed, acting, probationary, or permanently, shall be ineligible to be a Convention Delegate and shall immediately vacate any Office held by the 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 4. No Member shall be allowed to hold Office or be a Delegate in any other organization whose aims or principles are ostensible the same as the American Postal Workers Union.

Section 5. No Member shall hold more than one elected office in this Organization.

Section 6. During the temporary absence of any Officer, the President shall have the power to appoint a Member to fill the vacancy pro-tem (temporarily).

Section 7. No business shall be transacted while non-Members are present without majority consent.

Section 8. A two-thirds (2/3) vote of Members present is required to expel a Member.

Section 9. A two-thirds (2/3) vote of Members present is required to appeal from the Chair's decision.

Section 10. In the absence of authority, the deliberations of the Local shall be governed by ROBERT'S RULES OF ORDER.

Section 11. Amendments to these Bylaws may be made as prescribed in Article 20 Amendments.

Section 12. Any function that the local Union Members are asked to participate / fund should be addressed as far in advance as possible before the event to allow Members the opportunity to participate in. If more Members wish to participate in the function then their names will be entered into a hat and be drawn at the monthly membership meeting.