

Constitution of the American Postal Workers Union

Philadelphia, Pa. Area Local 89

AMENDED AS OF JANUARY 16, 2020

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 postal workers have the right to expect to have decent shelter, food and clothing. That they have the right to see their children have the best of education. The investment of the worker's lifeblood in giving service give him/her that right.

We further believe that all men are created equal with the right to determine their own destiny and to participate in the forces and events that affect them.

We believe that all postal workers have the right, regardless of race, color, creed, sex or national origin, 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 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 without our Union and shall be secure in those rights. In order to give life to the Preamble to this Constitution, and to the Constitution itself, the members' Bill of Rights has been established.

In view of the above, therefore, let it be understood that all words in the Constitution indicating masculine gender shall also refer to the feminine gender.

MEMBERS' BILL OF RIGHTS

1. Every member has the right to be respected as a human being.
2. Every member has the right to be respected as a 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 the freedom of the press.
6. Every member has the right to participate in the activities of this Union.
7. No member shall be denied the right to seek any office or the right to vote in the Union because of race, color, creed, sex, sexual orientation 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

The name of this organization shall be the American Postal Workers Union, Philadelphia, Pennsylvania, Area

Local 89, AFL-CIO.

ARTICLE II

Section 1. The object of this Local shall be to unite the postal employees in one brotherhood, regardless of race, color, creed, sex, or national origin, for their social and economic advancement and to aid in the perfection of the Postal Service. It has been demonstrated, in the past and at present, that in unity there is strength; therefore, we desire to seek, with all the methods at our command, affiliation with those other Postal Service employee unions whose aims and aspirations are ostensibly the same as ours. The ultimate goal being the unification of all employees of the Postal Service in one Union and we believe that the best method of achieving this is through affiliation with the AFL-CIO, through membership in the American Postal Workers Union.

Section 2. This Local will maintain affiliation with all of the following:

- a. The Philadelphia, Pa. Council, AFL-CIO.
- b. The Pennsylvania State Postal Workers Union, APWU, AFL-CIO.
- c. The Pennsylvania State AFL-CIO.

Section 3. We shall endeavor to retain friendly relationships with all AFL-CIO Labor Organizations, especially those representing government employees and do all in our power to strengthen and promote good will with these Unions.

Section 4. The APWU, Philadelphia, Pa. Area Local 89 is established as an industrial union, including in its membership postal workers of all crafts.

Section 5. It shall be the purpose of this Union to advance the interest of postal employees and the Postal Service, and to aid all workers in distress.

Section 6. We desire to conform to the Constitution of the American Postal Workers Union, AFL-CIO and that instrument shall apply in all matters not expressly covered by the Constitution of this Local.

ARTICLE III—MEMBERSHIP

Section 1. Any non-supervisory postal employee, or anyone who acquired membership in this Local as a result of merger regardless of level or grade, who works within the Philadelphia Zip Code Area, and within the jurisdictional claim of the APWU, is eligible for membership in this Local.

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

Section 3. Honorary Membership

(a) Any supervisor or non-bargaining unit employee, in order to retain his/her right to Union benefits, including Health Plan benefits, which accrued to this Local's member, may do so by being carried as an Honorary Member and by paying full Local dues, but with no right to hold Local office, or be seated as a convention delegate, or a right to voice or vote.

(b) Honorary membership within this Local with no benefits and with no Local dues can be conferred on anyone by

majority vote of a general membership meeting.

Section 4. (a) Members of this Union who retire from employment in an APWU bargaining unit may maintain full membership with all rights of such membership by continuing to pay full per capita taxes to the APWU plus whatever local dues may be required by their local union He/She shall retain the same right to vote in all matters that he/she had immediately before he/she retired from service.

(b) As an alternative, such retirees shall have an option to choose to maintain full membership National per capita taxes to the APWU only, by paying full National per capita taxes to the APWU plus Thirty-Six Dollars (\$36.00) to the APWU Retirees Department, and shall be accorded full voting rights in National Officers Election in accordance with existing provisions of the Constitution. All retirees who desire to become members of the APWU Retirees Department shall pay Thirty-Six Dollars (\$36.00) per year per capita tax to the National Union.

(c) Voting rights for retirees shall be as defined in the National Constitution.

Section 5. All candidates for membership must be submitted on a PS Form 1187.

Section 6. (a) To be in good standing, a member's dues must be paid up as of the first day of the current month. If there is any question of good standing of a member, the Treasurer will refer to the records of this Local to make such determination.

(b) Members not in good standing shall be ineligible for any Union benefits and shall not be permitted to hold any elected or appointed office, nor shall they be seated as delegates to any Convention.

Section 7. All members of this Local shall be in their respective craft divisions, including retirees who retain their voting rights.

Section 8. All members must be provided with a copy of our Local Constitution.

ARTICLE IV—JURISDICTION

The APWU, Philadelphia, Pa. Area Local **89**, AFL-CIO, claims jurisdiction over all Postal and Mail Handling Operations including, but not limited to, sorting machines (first, second, third class, parcel post, sack, etc.), all areas and levels of Postal and Federal maintenance, all transport and special delivery of mail and all technical advancement in the area of mail processing.

The APWU, Philadelphia, Pa. Area Local **89**, AFL-CIO, also claims jurisdiction in all areas of personnel, accounting technicians, bulk mail facilities, and supply centers, at all non-supervisory levels and grades of the U.S. Postal Service which are directly or indirectly involved in mail handling processes, including its personnel in the regional office, in Philadelphia, Pa.

ARTICLE V—CONVENTIONS

Section 1. The President, Vice President, Treasurer, Director of Industrial Relations, Recording Secretary, Clerk Craft Director, Maintenance Craft Director and Motor Vehicle Craft Director shall be automatic delegates to the National and State Conventions of the APWU, If otherwise eligible.

Section 2. In case of the inability of the Craft Director to attend a Convention, the next eligible Craft Officer in the line of succession will be designated the replacement.

Section 3. A member to be eligible as a delegate to a State or National Convention must have attended at least twelve (12) meetings in the twenty-four (24) months immediately preceding the General Membership meeting at which the

nominations are made. The only acceptable excuse for not attending a General Membership meeting shall be if a member is on valid Union business or official out-of-town postal training with the prior approval of the President.

Section 4. The Executive Board shall, at its February meeting in the even year, recommend to that month's General Membership meeting the total amount to be expended for delegates to be sent to a State Convention.

Section 5. All nominations for delegates to the State Convention shall be made at the regular February meeting in the even years. Election of eligible nominees, beyond the automatic delegates, to the State Convention shall be the first order of business at the next regular March meeting.

Section 6. The Executive Board shall, at its March meeting in the even year, recommend to that month's General Membership meeting the total amount to be expended for delegates to be sent to a National Convention.

Section 7. All nominations for delegates to the National Convention shall be made at the regular March meeting in the even years. Election of eligible nominees, beyond the automatic delegates, to the National Convention shall be the first order of business at the next regular April meeting.

Section 8. When there are insufficient number(s) of eligible delegates to a State or National Convention, the President may select the additional delegates, not to exceed the approved membership recommendation.

Section 9. In the event of a special Convention, the President may appoint the required number of delegates who will be paid actual expenses.

Section 10. Failure of a Convention delegate to attend a called Delegates meeting prior to the Convention without demonstrating good cause shall be considered sufficient cause for removal from the Delegation.

Section 11. A delegate receiving any expenses from another organization, other than those previously authorized by the Local Union, forfeits all same/similar Local expenses.

Section 12. Any member serving as a delegate, other than from the Philadelphia, PA Area Local **89**, forfeits their right to be a Local delegate.

Section 13. Any delegate who fails to attend any State or National Convention in its entirety, unless excused with prior authorization from the President, or without establishing good cause, will be subject to a reimbursement of all amounts expended on their behalf by the Local for said convention.

ARTICLE VI—EXECUTIVE BOARD

Section 1. The Executive Board shall consist of President, Vice President, Treasurer, Director of Industrial Relations, Recording Secretary, Clerk Craft Director, Maintenance Craft Director and Motor Vehicle Craft Director.

The Executive Board shall be the highest-ranking governing body between Membership meetings and shall supervise all of this Union's business not otherwise provided for and shall have authority to conduct all business of this Union between regular membership meetings. The President, with prior approval of the majority of the Executive Board shall be allowed necessary official Union expenditures of up to seven hundred dollars (\$700.00) per expenditure. Expenditures of over seven hundred dollars (\$700.00) must be approved by a majority vote of the members at a regular meeting. Actions of the Executive Board shall be subject to approval of a regular membership meeting except as other provided.

Section 2. The President shall, whenever the circumstances require, be empowered to call a special meeting of the Executive Board. Only the business as stated in the meeting

notification can be discussed.

Section 3. The Executive Board shall meet monthly except July and August, and shall, prior to adjournment, determine the date, time and place of its next monthly meeting.

Section 4. For Executive Board meetings—A quorum shall consist of fifty (50) percent plus one (1) of the total Executive Board complement.

Section 5. The business of this Local shall be conducted on the basis of a fiscal year, beginning January 1 and ending December 31.

Section 6. This Constitution and all actions of the Executive Board shall be in compliance with the National Labor Relations Act and the National Labor Relations Act as amended in 1947 and 1959, other governing regulatory body(s) and the APWU National Constitution.

Section 7. (a) The following positions are the elected officers of the Local: President, Vice President, Treasurer, Director of Industrial Relations, Recording Secretary, Clerk Craft Director, Maintenance Craft Director, Motor Vehicle Craft Director, Sergeant at Arms, and three (3) Trustees, Assistant Directors for the Clerk, Maintenance and Motor Vehicle Crafts, seven (7) Chief Stewards (Northeast Philadelphia Stations, Northwest Philadelphia Stations, Central and South Philadelphia Stations, West and Southwest Stations, Tour 1, Tour 2, Tour 3 at the P&DC/District Office.)

(b) In the event of merger, any additional positions to the Executive Board will become effective at the time of merger.

Section 8. An Executive Board member who arrives more than thirty (30) minutes after the stated starting time of a regularly scheduled Executive Board meeting shall be carried as absent unless demonstrating good cause for their tardiness/absence.

Section 9. Each elected member of the Executive Board shall have one (1) vote.

ARTICLE VII—GENERAL OFFICERS' DUTIES

Section 1. President

It shall be the duty of the President to preside at all Executive Board, Special and General Membership Meetings. He/She shall appoint all committees and delegates to Union assemblies not covered under Article V and be Chairman Ex-Officio of all Committees. He/She shall be Chairman of Delegates to all Conventions and Union assemblies. He/She shall be Chairman of the Grievance Committee. He/She shall countersign all checks, vouchers and orders made by the Local. He/She shall fill all vacancies occurring in the Union during his/her term of office, in conformity with Article XVII of the Local Constitution. He/She shall be responsible for all work of the Union and all Officers of the Union shall work under his/her supervision. He/She shall be a full-time officer. He/She shall be paid for his/her lost time plus \$10,500.00 per annum and all necessary official Union expenses.

Section 2. Vice President

The Vice President shall work under the direction of the President. The Vice President shall perform the duties of the President in case of his/her absence or inability to attend to the duties of his/her office. He/She shall be chairman of the Organization Committee and Safety and Health Committee under the direction of the President. He/She shall, under the direction of the President, coordinate this Local's Research and Education Programs. He/She shall direct the Craft Directors of this Local in regard to organizing. He/She shall coordinate the safety and health programs of the Craft

Directors and represent the Local at the quarterly Labor Management Safety and Health Meetings. He/She shall be a representative of this Local at Labor Management Meetings and a member of the Local Negotiating Team. He/She shall work with the Director of Industrial Relations in the processing of grievances. He/She will, in the absence of the President, or Treasurer, countersign all checks drawn by this Local. He/She shall be a part-time officer. He/She shall be paid for his/her lost time, plus \$6,500.00 per annum and all necessary official Union expenses.

Section 3. Recording Secretary

The Recording Secretary shall work under the direction of the President. He/She shall keep a correct and impartial account of the proceedings of the Local. He/She shall record and read the minutes of all Executive Board, General and Special Membership Meetings of this Local Union. He/She shall maintain a history of this organization. He/She shall notify all members of committees within five (5) days of their appointments. He/She shall perform all other duties that may be delegated to him/her by the President. He/She shall be paid \$1,500.00 per annum.

Section 4. Director of Industrial Relations

The Director of Industrial Relations shall work under the direction of the President. It shall be the duty of the Director of Industrial Relations to coordinate the grievance activity of this Local. He/She shall be the Chairman of the Grievance Arbitration Committee. He/She shall assist and direct the Craft Directors in the processing of all grievances processed by this Local. It shall be his/her responsibility to keep an active log of all grievances processed by this Local. It shall be his/her duty to assign the officers involved to hearings, arbitration and keep a correct account of their activities. He/She shall be a representative of this Local at Labor Management Meetings and a member the Local Negotiating Team. He/She shall be a full-time officer. He/She shall be paid for his/her lost time, plus \$6,500.00 per annum and all necessary official Union expenses.

Section 5. Treasurer

The Treasurer shall work under the direction of the President. The Treasurer shall perform the duties of the Vice President in case of his/her absence or inability to attend to the duties of his/her office. The Treasurer shall receive and deposit all monies of this Local and give receipt for the same to the President. He/She shall administer the Manual Dues Collection Program, maintaining a list of all official collectors. He/She shall maintain an up-to-date mailing list. He/She shall keep a correct account between the Union and its members, notifying members when not in good standing. He/She shall maintain an up-to-date record of all Annual Leave used by the full-time officers and office staff. He/She shall compute payments due and verify refund of per capita from the National Office. His/Her records shall determine the member's good standing. He/She shall pay all bills sanctioned by the Local Union upon presentation of the voucher signed by the President. He/She shall prepare all vouchers authorizing disbursement of monies from the Local Treasury for approval by the President. He/She shall keep a regular and systematic book of accounts and shall be ready to submit to an examination of same whenever desired by the Trustees. He/She shall submit the books of the organization to an attested public accountant, who has been approved by the Executive Board, at the close of each

fiscal year and a report of the accounting shall be verified by the Trustees. A summarized financial statement will be published in the Local's newspaper the month following receipt of the certified public accountant's report. He/She shall keep account of Social Security records of all officers. He/She shall submit a quarterly list of manual dues members along with per capita to the National Office. He/She shall be responsible for filing all tax returns that are due and payable for this Local. He/ She shall, at the close of his/her term of office turn over to his/her successor all monies, books, papers and documents belonging to the Local Union. He/She shall be a part-time officer. He/She shall be paid for his/her lost time, plus \$6,500.00 per annum and all necessary official Union expenses.

Section 6. Trustees

The Trustees shall work under the direction of the President. They shall check and ascertain that all laws and regulations of the Department of Labor, Landrum-Griffin Law, and the Taft-Hartley Law and any applicable law issued by the Internal Revenue Service or other regulatory agency are being complied with by the Local. The Trustees shall have general supervision over the property of the Union. They shall submit written annual reports making recommendations of the physical condition of the Union property. They shall examine the Union expenditures, after receipt of the audit reports and submit written reports to the next general membership meeting. They shall take a yearly physical inventory of the Local's property and assets, making annual written reports together with recommendations. **Inventory must be performed by the Trustees thirty (30) days prior to the Election results.** They shall be paid **\$800.00** per annum.

Section 7. Sergeant-at-Arms

The Sergeant-at-Arms shall take a roll of members present at each special membership and regular meeting and shall submit same to the Recording Secretary at the end of the meeting. He/She shall preserve order and exact respectful deference to all as becomes Ladies and Gentlemen. He/She shall perform all other duties that the Local may require of him/her. He/She shall be paid **\$600.00** per annum.

ARTICLE VIII—CHIEF STEWARDS

They shall maintain liaison between the Executive Board and the members within the area they represent. They shall coordinate and organize all Union activities in their respective areas. They shall handle and channel all grievances to the proper level or craft. They shall perform such other duties as the President may require of them. They shall be paid **\$800.00** per annum. Their areas will be the following:

- a. Northeast Area—11-14-15-16-20-24-34-35-36-37-49-52-54 and Bristol Post Office
- b. Northwest Area—17-18-19-25-26-27-28-29-32-33-38-40-41-44-50 and Elkins Park Post Office
- c. Central and South Philadelphia Area—8-9-12-21-22-23-30-45-46-47-48-Continental, Penn Center, John Wanamaker, William Penn Annex and Middle City
- d. West Philadelphia Area—All stations west of Schuylkill River
- e. Tour 1 (P&DC and District Office)
- f. Tour 2 (P&DC and District Office)
- g. Tour 3 (P&DC and District Office)

ARTICLE IX — Craft Officers

Section 1. Craft Directors

The Craft Directors shall work under the direction of the President. They shall be a member of the Grievance-Arbitration, Organization, Safety and Health and Social and Recreation Committees. They shall be responsible for processing all grievances in their craft under the direction of the Director of Industrial Relations. They shall be the Chairmen of the Safety and Health Committee for their craft and shall work under the direction of the Vice President. They shall administer the organization program for their craft, under the direction of the Vice President. They shall represent their craft at Labor Management Meetings and be a member of the Local Negotiating Team. They shall submit recommendations for Stewards for their craft.

- a. Clerk Director - Shall be paid \$2,000.00 per annum.
- b. Maintenance Director-Shall be paid **\$1,700.00** per annum.
- c. Motor Vehicle Director-Shall be paid **\$1,500.00** per annum.

Section 2. Craft Assistant Directors

The Assistant Craft Director shall work under the direction of the President and the Craft Director. The Assistant Craft Director shall perform the duties of the Craft Director in the case of absence or inability to attend to the duties of this office, and shall assist the Craft Director with grievances, organization, and safety and health, and may be assigned as designee at hearings and arbitration.

- a. Clerk Assistant Director **(A) Plant**-Shall be paid **\$1,200.00** per annum. **Clerk Assistant Director (B) City Stations**-Shall be paid **\$1,200.00** per annum.
- b. Maintenance Assistant Director **(A) Plant**-Shall be paid **\$900.00** per annum. **Maintenance Assistant Director (B) City Station** -Shall be paid **\$900.00** per annum.
- c. Motor Vehicle Assistant Director **(A) Plant** Shall be paid **\$900.00** per annum. **Motor Vehicle Assistant Director (B) VMF, Clarissa Street**-Shall be paid **\$900.00** per annum.

ARTICLE X — APPOINTED POSITIONS (Committee Chairperson(s), etc.)

Section 1. Editor and Assistant Editor

a. Editor—It shall be the duty of the Editor to organize and publish a quarterly newsletter as well as all ads, articles, business and information of the Local's newsletter. He/She shall be responsible for the printing and mailing of the paper to all members. He/She shall be paid \$750.00 per annum.

b. Assistant Editor—He/She shall assist the Editor in all duties pertaining to this Local's paper. He/She shall be able at any given time to perform the complete duties of the Editor when called upon. He/She shall be paid \$250.00 per annum.

c. The Editor and Assistant Editor shall be members of the Postal Press Association and eligible to attend the Postal Press Association Convention/Conference(s).

Section 2. Human Relations Chairperson

It shall be the duty of this committee to make every possible effort to eradicate from our social system discrimination, bigotry and prejudice, decried by our bible, our Declaration of Independence, our United States Constitution, and by that gift of God that puts us above all of the Lord's other creatures, our conscience. It shall prepare and direct programs in the areas of EEO, Retirement programs

and other related programs. The Human Relations Chairperson shall assist any and all members in matters concerning community services, shall aid and/or direct all members needing community services to their proper agency, shall keep all records and cases of a private and personal nature, shall coordinate and cooperate with other community services in our area in the best interest of the membership, shall report to the membership when such reports become necessary. He/She shall prepare and direct a continuing blood bank program for this Local. He/She shall be paid \$300.00 per annum.

Section 3. Legislative Director

He/She shall maintain liaison through correspondence and personal contact with all of this area's Congressmen and Senators. He/She will work in close cooperation with the Local's Auxiliary. He/She shall be charged with the responsibility under the direction of the President, of directing all activities of the Union with regard to legislation of interest to the members and their families. He/She shall develop publicity programs in regard to legislation. He/She shall work in cooperation with National APWU and any other AFL-CIO Local, National and International Unions with regard to legislation in this Local's behalf. He/She shall be paid \$500.00 per annum.

Section 4. Automation and Mechanization Chairperson

The Chairperson will be responsible to investigate all innovations to be installed in the post office and to advise the Union how the present employees can best be used. The Chairperson shall be paid \$300.00 per annum.

Section 5. Recreation Director

It shall be the duty of the Recreation Director to plan events for the members of this Local. These events shall include, but not be limited to, dances, picnics, shows, and such other affairs and entertainment for the welfare of our members. The Director shall be paid \$300.00 per annum.

Section 6. Stewards

a. All Officers of this Local Union will be designated as Stewards in addition to their elected titles. All retirees forfeit their right to be stewards.

b. Craft Directors shall recommend to the President their selections for Stewards.

c. All stewards and officers shall have their dues refunded annually by this Local, provided they attend a minimum of seven monthly union meetings during the calendar year.

Section 7. Committees

Any committee of the Philadelphia Local 89 APWU must conform at all times to the provisions of the local and national constitutions of the American Postal Workers Union, AFL-CIO including all provisions relating to financial matters. The President, Vice President or Treasurer is responsible for any distribution of funds. No committee of this Local shall have the power to act as agent for or otherwise bind the Local in any way whatsoever unless specifically authorized by the APWU Local President with the prior approval of the Executive Board.

Section 8: Health Plan Coordinators

Health Plan Coordinators coordinates all Open Season, enrollments, questions and Health Plan issues. Attends all Annual Health Plan Seminars.

a. Health Plan Coordinator – Shall be paid \$500.00 per annum

b. Health Plan Assistant Coordinator – Shall be paid \$250.00 per annum

ARTICLE XI — NOMINATIONS AND ELECTIONS

Section 1. The elected officers and members of the Executive Board, as set forth in Article VI, Section 7 herein, shall

be elected for a term of three (3) years. Nominations for such offices shall take place at the April General Membership meeting of the election years. Election procedures are as hereinafter set forth. The newly elected officials shall be installed in office at the June General Membership meeting.

Section 2. Notice of the time and place of the nomination and/or elections and of the offices to be filled shall be mailed to each member at his/her last known home address not less than fifteen (15) days prior to same. The mailing of the nomination notice and/or the election notice may be combined and they may be published in the Local Union's newspaper.

Section 3. At the April General Membership meeting at which time nominations are made, every member in good standing and present at said meeting shall be given ample opportunity to nominate the candidates of his/her choice for any and all offices for which nominations are to be made. Every member in good standing shall be eligible to be a candidate for, and to hold office, provided, however, that such member shall have complied with all of the provisions contained in the Local and National Constitutions of the American Postal Workers Union, AFL-CIO and applicable law relating to eligibility and qualifications for nomination and election to the office or position to be filled.

Section 4. A member to be eligible to be a delegate to a State or National Convention must have attended at least twelve (12) meetings in the twenty-four (24) months prior to the meeting at which nominations for the convention are made. Exceptions to the above may be approved by the President with approval of the majority of the Executive Board provided the member submits a letter, by certified mail within seven (7) days after the date of such meeting which describes the reason(s) for non-attendance.

Section 5. Election of officers shall be conducted by a secret ballot-referendum and/or voting machine. Write-in votes shall not be valid, nor shall they be considered or counted in the election. The election shall be conducted under the supervision of a recognized impartial balloting association, which shall be selected by the President with the prior approval of the Local Union's Executive Board and the approval of the members attending the January General Membership meeting preceding the April meeting when nominations for elections are made.

Section 6. Balloting for election of officers shall be conducted by mail and/or voting machine. Ballots shall be mailed to members in good standing at their last known address, no earlier than twenty (20) days nor later than fifteen (15) days prior to the closing date of balloting. The conduct and supervision of the election shall be as hereinafter set forth under Judge of Election. Judge of Election to receive election results upon its completion and may publish the results immediately. The official result of the election shall be announced at the June General Membership meeting following the election and all elected officers shall be installed to take office the next day. A Bulletin announcing the results shall be posted after the June meeting on all Union Bulletin Boards. The results of the election shall be published in the next edition of the Union's newspaper following the installation of officers. All election documents shall be sealed and retained by the Recording Secretary at the Union Office for a period of one (1) year following the election.

Section 7. Chief Stewards of the Union shall be elected by a plurality of the members voting in an election.

Section 8. Candidates for Chief Stewards or Craft Office must be assigned to the Area or Craft they wish to represent. Chief Stewards at the P&DC/District Office shall be on the respective tour for which the Chief Steward is established in

the Constitution, e.g. a candidate for Chief Steward on tour 1 must have an assignment on tour 1.

Section 9. No member shall hold more than one elected office in this Local union, and no one shall be permitted to run as a candidate for more than one Local office, No member shall hold an elected Local or National office concurrently.

Section 10.a. No member of this Local may be a candidate, hold office or act as Steward for any craft if they are within the supervisory zone of consideration, the PASS Program, or in any title, term or nomenclature used by the U.S. Postal Service to rank supervisors, or if they at any time act in a supervisory capacity.

b. Any officer or candidate of this Local who takes a supervisory examination must so notify the Executive Board through the President, in writing, no later than ten (10) days after having taken the examination. Failure to do so would be cause for his/her position to be declared vacant.

c. 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 an 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.

d. 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.

Section 11: It shall be the duty of the Judge of Elections to determine the eligibility of the nominees and upon such determination shall secure signed letters of acceptance from the nominees. The letters of acceptance must be mailed to the nominees no later than five (5) days after the nominations. Letters of acceptance, bearing the nominees' signatures, must be returned to, and in the hands of, the Judge of Elections not later than eleven (11) days after the date of nominations.

Section 12. The President shall appoint, prior to the February meeting, the Judge and Tellers who shall count and tally the ballots for election of convention delegates, and the results of the election shall be announced to the membership immediately after the completion of the tally. The Judge and Tellers may not be candidates for election as State or National Convention Delegates. The Judge and Tellers shall be reimbursed for lost time and other out of pocket expenses.

Section 13. A Judge of Election and a Teller shall be appointed by the President in February of the election year and the announcement made at the February General Membership meeting. The Judge and Teller shall be the Election Committee. A notice must be posted on all Bulletin Boards naming the Judge of Election and notifying the membership that nominations of officers will be held the following April. The Judge of Election and the Teller cannot be candidates in that election. Separate facilities shall be furnished the Judge of Election, at his/her request, with the Board's approval. Upon appointment he/she shall be given written authorization as Judge of Election and furnished with a copy of the Local Constitution. Each candidate for office shall be allowed a certified observer, whose name shall be given to the Judge of Election, at the counting of the

ballots.

Section 14. Two sets of the mailing list of all eligible voters must be available for use by the Judge of Election and/or the selected balloting association. These mailing list shall contain the name and current address of the member. Such mailing list shall denote the member's craft. At the March General Membership meeting of the election year the Judge of Election shall report the condition of the mailing list.

Section 15. The mailing list must be current and correct by the April General Membership meeting. This must be attested to in writing by the Judge of Election and the Treasurer. All communications, other than requests for duplicate ballots, must be through the Judge of Election. He/She will be the liaison between the selected balloting association and the Union. He/She will be given a letter of introduction to the selected balloting association.

Section 16. The incumbent shall be in first position on the ballot and the other candidates selected by lot by the balloting association under the supervision of the Judge of Election. The incumbent Trustee shall be selected by lot for the first ballot positions. Their opponents shall be selected by lot and listed in the order selected behind the incumbents. Any candidate who has retired shall have the word retired after their name to indicate that this candidate is retired.

Section 17. The selected balloting association, under the supervision of the Judge of Election, shall order a sufficient number of ballot kits to conduct the election. Each ballot kit must contain the following:

- 1.A numbered ballot and instructions, color coded (by craft).
- 2.A blank ballot envelope.
- 3.Color coded return inner addressed envelope.
- 4.Outer envelope.

All ballot kits must be mailed first class. Such postage shall be affixed by the printer's postage meter. The Judge of Election shall supervise addressing the blank outer envelopes furnished by the printer.

Section 18. The selected balloting association shall use a return address at a Post Office not represented by the Philadelphia PA Area Local **89** on the outer and inner envelopes. The outer envelope shall, under the return address, include "Forward and Return Postage Guaranteed and Address Correction Requested." All ballots, to be valid, must be in the hands of the balloting association no later than the second Thursday in June of each election year. Members' name, address and the unique identification number should be printed, typed or legibly written on the return envelope to be valid. The selected balloting association shall receive from the printer all the over-run and mutilated ballot kits. The selected balloting association shall supervise the transportation of all completed ballot kits from the printer to the post office for mailing. The selected balloting association shall maintain all unused and mutilated ballots and other election materials. When the election is declared valid, all election materials must be turned over to the Judge of Election of the Philadelphia, Pennsylvania Area Local **89**, by the selected balloting association.

Section 19. A notice must be posted on all Bulletin Boards naming the Judge of Election. This notice shall notify the members that all questions concerning the election must be made through the Judge of Election. The members shall be informed that if a ballot is not received four (4) days after mailing they must request, in writing, a duplicate ballot from the selected balloting association. The address of the selected balloting association must be included in the

notice. The notice shall include the date ballots are mailed. Information as to the contact point for the Judge of Election must be included in this notice. The Judge of Election shall be reimbursed at his/her same hourly rate for all time used in the performance of his/her position. All necessary expenses, including transportation incurred, shall be paid for by the Local Union. He/She shall be paid a sum of **\$250.00** over and above all other reimbursements. The Tellers shall be paid in the same manner as the Judge of Election. They shall be paid the sum of **\$200.00** over and above the other reimbursements.

ARTICLE XII—DUES AND ASSESSMENTS

Section 1. The dues of this Local shall be **\$32.58** plus National per capita per member per pay period for full time regular employees and **\$20.41** for PSEs. Future per capita tax and Local dues increases are to be derived by deducting one and one-half (1 1/2) percent of each negotiated salary increase; one half (1/2) percent for the APWU and one (1) percent for the Local. This formula shall not apply to any cost-of-living raises which may be incorporated into negotiated base salaries. This section will be updated to reflect the actual then-current dues whenever this Constitution or the National Constitution is amended.

Section 2. Fifty (\$.50) cents of each member's dues shall be deposited in a separate account to be known as the APWU, Philadelphia, Pa. Area Local **89**, AFL-CIO Contingency Fund. The Contingency fund is established as a separate savings account for the Local to be used in the event of an emergency situation, ie: an unforeseen situation that requires immediate attention such as major repairs. Other than an emergency situation withdrawals from the Contingency Fund can only be made with the recommendation of the Executive Board and the approval of the Membership by majority vote at either a General or Special Membership Meeting.

Section 3. Whenever the financial need arises, a dues increase will be recommended by the Executive Board and must be approved by a majority vote by secret ballot at a general membership meeting. Such action must be in compliance with the Landrum-Griffin Law.

Section 4. All increases in the National per capita shall be automatically added to the Local's dues structure.

Section 5. (a) Assessments. Retired members who do not pay full dues shall be exempt from any Local assessments.

(b) Special assessments may be levied when it becomes necessary to carry on organizational work, after recommendation of the Executive Board and by the approval of a two-thirds (2/3) majority vote of the membership present at a special or general membership meeting.

Section 6. Manual dues must be paid monthly in advance by check or money order to the Local Union office.

Section 7. Accident Benefit Plan's Value Plan shall be provided at no cost to the member.

Section 8. Lost Time is defined as any member in good standing and or officer, with the authorization of the President or his/her designee, to take time off from the Postal Service clock to perform duties for the Local Union and to be fully compensated for work hours lost from the Postal clock. A completed PS Form 3971, a copy of pay stub and a Lost Time Voucher must be submitted for payment.

ARTICLE XIII—MEETINGS

Section 1. This Local union shall meet on the third Thursday of each month, except July, August and December, at such

time and place as the Executive Board may decide. Thirty (30) members present shall constitute a quorum. A meeting date, time and place may be changed at a membership meeting and/or by the Executive Board by a majority vote of the members.

Section 2. Special meetings may be convened by the President whenever he/she may deem it necessary to the best interest of the Local Union, or at the written request of one hundred (100) members in good standing or by vote of the general membership meeting. No business, but that for which the meeting was called, shall be transacted. A notice of such meeting, stating the time and place selected and the object for which called, shall be posted on all Bulletin Boards at the **Philadelphia Processing and Distribution Center**, and a copy of the same sent to all sections and stations where members are assigned to duty. There must be at least three (3) days notice prior to such meeting.

Section 3. Robert's Rules of Order shall be authority to decide all questions of order not herein provided.

Section 4. The order of business at all regular meetings shall be as follows:

1. Opening of meeting with Pledge of Allegiance to Flag.
2. Roll call of officers.
3. Reading of minutes of previous meeting.
4. Treasurer's Report.
5. Executive Board.
6. Report of committees.
7. Communications.
8. Unfinished business.
9. New business.
10. Good and welfare.
11. Adjournment.

This order of business may transposed at any time by a majority vote of the members present at the meeting.

Section 5. In the absence of the President, Vice President and the Treasurer, the Director of Industrial Relations shall preside. If all four (4) are absent, the President shall appoint an Executive Board member to fill pro tem any vacancy caused by the absence of any other officer.

Section 6. Donations, contributions or subscriptions of any nature, other than what is provided for in the Constitution and Bylaws of this Union, shall require a two-thirds (2/3) vote of the members present at any regular meeting of this Union.

Section 7. No criticism, reflection, argument or debate touching any member's creed, color or nationality, sex, sexual orientation, **religion**, or political party discussions, shall be allowed at any meeting of this Union .

Section 8. Individual grievances shall not be presented as a subject for discussion at the meetings of this Union.

ARTICLE XIV—LOCAL AND MEMBERSHIP PROTECTION

Section 1. All charges of misconduct against an officer or member of the Local shall be processed in accordance with Article XV of the American Postal Workers Union **89**, AFL-CIO, National Constitution and By-Laws.

Section 2. All records, books, files, etc., pertaining to Union members' business or committees must be kept in the Union Office at all times. If work must be done at home with these records, books, files, etc., they can only be removed from the Union Office with the approval of the President and for a period not to exceed five (5) calendar days.

Section 3. All officers shall, at the close of their term of office, turn over to their successor all books, papers and documents, that belong to this Local Union.

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Section 4. No Service Contracts will be signed with an end date that exceeds the term of an elected General Officer.

ARTICLE XV—OFFICER'S BENEFITS

Section 1. The Local shall pay in full all retirement, Health Plan and insurance premiums for full-time officers.

Section 2. The Local shall pay for all lost time hours not to exceed 20 hrs/wk and for all lost retirement, Health Plan and insurance premiums for part-time officers.

Section 3. All full-time officers shall be granted twenty- six (26) days annual leave and sick leave as needed.

Section 4. No full-time officer will be permitted to carry more than fifty (55) days annual leave into the following calendar year. Any future contractual increases to leave carry over or leave reimbursement will be automatically included in this constitution

Section 5. All full-time officers shall be paid weekly. All other officers shall be paid quarterly.

ARTICLE XVI—SUCCESSION OF OFFICERS

Section 1. Full-Time Officers

(a) President —In the event of a vacancy in the office of the President, the Vice President shall succeed him/her for the unexpired term.

(b) Vice President—In the event of a vacancy in the office of Vice President, the Treasurer shall succeed him/her for the unexpired term

Section 2. All other vacancies on the Executive Board or other elected Officers will be filled by the President, except as otherwise provided, with the approval of the majority vote of the members of the Executive Board. Appointment to a non-elective position will not require approval of the Executive Board.

Section 3. Elected craft vacancies will be filled by the respective Craft Director with approval of the majority vote of the members of the Executive Board.

Section 4. In the event of a vacancy in a Craft Directorship, the Assistant Craft Director shall succeed for the unexpired term.

Section 5. The President's refusal to appoint a Craft Director's recommendation for an appointed position, e.g. Steward, in their respective Craft is subject to appeal to the Executive Board at its next meeting and the President's refusal to make this appointment can be over-ridden by a majority vote of the Executive Board.

ARTICLE XVII—ELECTION APPEALS

Section 1. This Local Union shall establish an Election Committee, no member of which shall be a candidate for election while serving on such committee. The Election Committee shall be responsible for the conduct of the Local elections and shall have full authority to decide all controversies arising out of election processes until such controversy(s) are finalized. Any member who feels aggrieved in connection with the conduct of an election shall file his/her grievance with the Election Committee within seventy-two (72) hours after his/her grievance arises. (For the purpose of this Article the term "election" shall include nominating procedures.) Appeals from decision of the Local Election Committee shall be made to the National Election Appeals Committee, shall be in writing, shall set forth all the relevant facts on which the appeal is based and shall be filed with the National Election Appeals Committee within five (5) days from the date of the Local Election Committee's decision.

Section 2. Officers declared elected through applicable procedures of local organizations shall assume and hold office pending final determination under the appeals procedure provided in this Article

ARTICLE XIX—AMENDMENTS TO THE CONSTITUTION

Section 1. Any amendment to this Constitution, except as provided for in Article XII, shall be presented in writing at a general membership meeting, signed by 200 members in good standing, as certified by the Treasurer as of that meeting, and then read at two (2) successive meetings. All members shall then be notified by mail of the amendment as presented and the date of the meeting when it shall be voted upon. Approval by two-thirds (2/3) of those voting at the membership meeting shall be necessary for its adoption.

Section 2. The Executive Board shall have authority to amend the Constitution and By-Laws as necessary to remove any conflict between its provisions and those of any applicable federal or state law. The Board is also empowered to modify such provision as necessary to conform to amendments adopted by the membership. Any such amendment adopted by the Executive Board shall be posted on the Philadelphia PA Area Local 89 webpage, if available, and shall be announced at the next Membership meeting.