

Constitution and By-Laws of the Charlotte Area Local of the  
American Postal Workers Union, AFL-CIO  
(October 16, 2018 Edition)

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### **Member 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 freedom to listen.
5. Every member has the right to freedom of 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 this Union because of race, creed, sex or religion.
8. Every member has the right to support the candidate of his or 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 for his or her choice and to proper appeal procedures.
10. Every member has the right to be secure in his or her basic rights without fear of political, economic, physical or psychological intimidation.

## **Constitution**

### **I. Name:**

The name of this organization shall be the Charlotte Area Local of the American Postal Workers Union, AFL-CIO, hereinafter to be known as the Local APWU.

### **II. Objectives:**

1. It shall be the objective of the Local APWU to secure through collective bargaining and legislative effort, a better standard of living for all postal employees and their families.
2. The Local APWU affirms its belief in a single Union of all postal workers in non-supervisory levels. This Local will make every effort to bring into being a single Union of all postal workers by mergers with other postal unions and initiating intensive all – out organizing campaigns reflecting the APWU philosophy.
3. This APWU Local will continue to organize the unorganized.
4. To unite within one organization, regardless of sex, race, creed, color, political affiliation or nationality, all employees under jurisdiction of the APWU.
5. To educate our membership in the history of the labor movement and to develop and maintain an intelligent and dignified membership; to vote and to work for the election of candidates who favor the passage of improved legislation in the interest of all labor; to work for the repeal of laws which are unjust to labor and to the postal worker, such as, the denial of the right to strike and the denial of the right to support political candidates of their choice; and to educate all members in the area of economic , political and social justice.
6. The APWU local is established as an industrial union, including in its membership postal workers of all crafts who are not classified as supervisors.
7. All local postal crafts will be established on a departmental basis within the structure of the APWU. Each Craft Department shall be headed by its own Director and Assistant Director who shall be elected only by members of that craft.
8. To work as an autonomous Union, affiliated with AFL-CIO together with other local and state union organizations.
9. The Charlotte Area Local is a member of the following local and state organizations:
  - A. North Carolina Occupational and Safety and Health (NCOSH)
  - B. North Carolina Council / APWU

### III. Membership and Meetings

#### 1. Membership

- A. Any non – supervisory employee, regardless of level or grade, within the jurisdictional claim of the APWU, is eligible for membership. Those accepted for membership shall pay full per capita tax plus whatever Local dues may be required by the Local APWU.
  - a. Supervisors may be accepted as associate members, without voice or vote and shall pay full per capita tax plus whatever Local dues may be required by the Local APWU.
  - b. Members of this Union who retire from the Postal Service 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 the Local APWU.
  - c. All retirees who do not desire to maintain full membership shall pay three dollars per year per capita tax to the National APWU. Such retirees shall have neither voice or vote.
- B. No person, eligible under the above provisions shall be denied membership because of sex, race, age, creed, color, political affiliation or nationality.
- C. All members of this APWU Local shall be in their respective craft division.

#### 2. Meetings

- A. This APWU local shall meet on the third Tuesday of February, April, June, August and October at 7:30p.m., and on the third Saturday of January, March, May, July, September and November at 9:30 a.m., except when the date and/or time may be changed by a majority vote of the members present at a meeting.**
- B. Upon written request of fifteen members in good standing, or by a vote of the Local APWU at a regular monthly meeting, the General President (hereinafter referred to as GP) shall call a special meeting. A notice of such meeting, stating the time and place selected and the purpose for which it was called, shall be posted on all Local APWU bulletin boards at the GMF. A copy of same be sent to each unit and station where there are members, at least forty-eight hours prior to the time of such meeting. No business shall be transaction at a special meeting other than that for which it was be called.

IV. Representation to Conventions and Seminars

1. **Members of this APWU Local, in order to be eligible as a delegate at APWU Local expense to National APWU Convention, must have attended four (4) regular monthly meetings within the twelve (12) calendar months prior to, but not including the meeting in which nominations are made for attending the convention.**
2. The General President and Craft Directors shall be automatic expense paid delegates to the National APWU, the State APWU and the State AFL-CIO Conventions, if criteria in 4.1 is met. Should any of these officers be unable to attend the convention (s), the Assistant Director (s) will be the alternate (s) to the Director (s), if criteria in 4.1 is met. Should the General President be unable to attend the convention (s), he/she will be replaced by the Clerk Craft Director, who will then be replaced by the Assistant Clerk Craft Director.
3. Election of Delegates to the National APWU, State APWU and State AFL-CIO Conventions.
  - A. Additional expense paid delegates to the National Convention will be elected from a roster of eligible members as outlined in Article 4, Sec. 1, in an election by secret ballot at the May meeting preceding the National Convention.
  - B. The maximum number of fully expense paid delegates, including the automatic delegates to the State APWU Convention shall not exceed the State allotment.
  - C. The maximum number of fully expense paid delegates to NC State AFL-CIO shall not exceed seven (7). Nomination and election of non-automatic delegates will be determined by majority vote of the members present at the July meeting prior to that year's State Convention. These delegates must also meet the criteria of Article 4, Sec. 1.
  - D. Should the finances of this local be insufficient to send the maximum fully paid delegates to these aforementioned conventions, the Executive Board shall determine the exact number of delegates by two-third (2/3) majority vote of the Executive Board members present. **This determination will be made at the November meeting of the Executive Board prior to the year of the conventions.**

4. The travel and per diem expenses of the fully paid delegates to these aforementioned conventions shall be determined by General Services Administrative (GSA) per diem schedule, non-accountable standard rate.
  - A. Fully paid delegates to the National APWU Convention shall receive Expenses for **six (6)** days. Fully paid delegates to the NC State APWU and NC AFL-CIO Conventions shall receive expenses for three (3) days.
  - B. Any member who chooses to drive to the National Convention shall only be reimbursed based on the cost of the airfare to that convention. Mileage reimbursement for State Conventions shall be based on AAA published mileage from city to city as pertains to the member's home address as listed in union records.
5. Any member in good standing can petition at the May Meeting to attend the **National Convention** as a voting delegate at his /or her own expense. The total of delegates both paid and unpaid will be determined by the Charlotte Area Local's allotment from the National and/or State Offices.

V. Seminars Sponsored or Co-Sponsored by the NCC – APWU

1. The maximum number of expenses paid members to attend will be determined by a majority vote of the Executive Board **at the November meeting of the Executive Board prior to the year of the seminars**. The expense paid members to each seminar will be determined by vote of the members present at the monthly meeting, **two months prior to the month of the seminar**. **In addition, of the delegates elected to attend one each shall be from the maintenance and motor vehicle crafts if properly nominated**. For seminars to be expense-paid, the members must meet the criteria of Article 4, Sec. 1.
2. The per diem expenses of the expense paid members to the aforementioned seminars shall be determined by General Services Administrative (GSA) per diem schedule, non-accountable standard rate.
  - A. Mileage reimbursement for the State Seminar (s) shall be based on AAA published mileage from city to city as pertains to the member's home address as listed in Union records. Mileage reimbursement should be made only to the owner of the vehicle.
3. Any member may attend seminar (s) at his/or her own expense.

VI. Officers

1. The General and Craft Officers of this Union, except stewards, shall be elected by secret ballot, in accordance with federal and state labor laws. The General Officers shall consist of: General President, Secretary-Treasurer, Director of Human Relations, Director of Hospital Plan, Director of Research and Education, Director of Organization and Director of Legislation. The Craft Officers shall consist of the following:
  - A. Clerk Craft - Director, Assistant Director and Stewards
  - B. Maintenance Craft - Director, Assistant Director and Stewards
  - C. MVS Craft- Director, Assistant Director and Stewards
2. Executive Board: The Executive Board of this Union shall consist of the General Officers and Directors and Assistant Directors of each craft of the Local APWU.
3. Board of Trustees: The Board shall be elected by majority vote of the voting members present at the July monthly meeting following the general election to take office on August 1, and shall consist of one (1) member from each craft of the Local APWU. The Board of Trustees shall review and verify the audit of the books and accounts of the Secretary/Treasurer once a year and when deemed necessary by the Executive Board. One (1) month prior to the elections, they shall audit the books of the Secretary/Treasurer and make a report of their findings at the regular meeting of the following month.
4. Any officer, absent from three (3) consecutive regular or Executive Board meetings, due to non-Union business or without just cause, may have his or her office declared vacant by the General President with the approval of the Executive Board. The General President shall appoint a replacement, with the consent of the Executive Board, until the next election.
5. Stewards shall be appointed by the General resident with the advice and consent of the Craft Directors as provided for in the Landrum- Griffin Law.
6. All primary Stewards shall have their Local portion of their Union dues reimbursed for each month that they attend the regular monthly Local meetings. Stewards denied access to leave for the purpose of attending Local monthly meetings will be reimbursed upon verification.
7. Any officer of this APWU Local, accepting an acting supervisory position, shall automatically vacate his or her office.

8. A Sergeant at Arms will be appointed by the General President at the beginning of every meeting who will also maintain a record of those in attendance.

## VII. General Officers

1. **GENERAL PRESIDENT:** It shall be the duty of the General President to preside at all meetings of the Local and at all Executive Board meetings. He/She shall head all delegations at conventions in which delegates of the Local APWU attend. He/She shall enforce the Constitution and Bylaws of this Local APWU and see that all officers perform their duties as prescribed in the Constitution and Bylaws. He/She shall give advice and counsel to Craft officers concerning the processing of grievances, adverse actions and hearings.

He/She shall be a member of all committees and shall appoint all committees except the Election Committee, Vice Presidents and Stewards not provided for in the Constitution, with the approval of the Executive Board. Subject to the approval of the Executive Board, the General President shall fill all vacancies for any cause whatever until such vacancies are filled by regular elections.

He/She shall sign all written contracts, countersign all checks and all other legal documents authorized by Union. He/She shall perform such other duties as pertain to His/Her office. He/She shall have the authority to assign computer access codes, with the approval of the Executive Board.

The General President's salary shall be at Local expense for a period of five (5) days per week at the rate of pay equal to but not less than Level 8, Step 12 red circle of the Postal Service Bargaining Unit employees salary, however, if the incoming General President has a higher Postal Service Bargaining Unit employees salary than Level 8, Step 12 red circle, the higher rate will be used as the General President's salary, plus necessary expenses as they occur for Union related business. The mileage reimbursement will be equal to the government rate or National Agreement rate, whichever is higher.

The Local will pay the General President \$500 per month as car allowance (with the exception of mileage outside Mecklenburg County NC, which will be paid as the current mileage rate), insurance repairs and maintenance costs for the General President's automobile. Mileage incurred for Union business will be paid from the Union office to the Associate office in question outside of Mecklenburg County. The salary and car allowance provisions of this section will be effective on June 1, 2005.



In the event of the death or resignation of the General President, the **Clerk Craft Director** shall assume the full-time duties and salary of the General President. **If the remainder of the term is 365 days or less the Clerk Craft Director who assumed the duties as General President shall hold the position and no election shall be held. If the remainder of the term is greater than 365 days an election will be held to fill the remainder of the term. The Clerk Craft Director who assumed the duties as General President is responsible for ensuring an election is held within 45 days of the vacancy occurring.**

The General President will accrue the same Annual and Sick Leave as he/she would have accrued as a USPS employee. The General President will not be compensated for more than ten (10) days or eighty (80) hours of annual leave upon expiration of term of office. The sick leave will be permitted to accrue as long as the General President remains in office. The General President shall not exceed five (5) days of annual leave at a given time, except after notification to the Executive Board. All unused sick leave accrued by the General President during his/her term will be paid by the Local when he/she leaves office.

2. SECRETARY-TREASURER – (hereinafter referred to as Secretary/Treasurer.) –

He/She shall keep a correct and impartial account of the proceedings of this Union.

He/She shall read all communications at meetings of this Union. He/She, with the General President, shall sign all written contracts and official documents authorized by this Union.

He/She, with the assistance of the Office Secretary, keep an up-to-date register of the membership and in conjunction with the Constitution Committee, a Constitutional file in which the Constitution and Bylaws of this Union will be kept current. He/She shall, with the help of the Office Secretary send copies, or have copies sent of the minutes of all meetings to all Units and Stations of the Postal Service where there are members. He/She shall notify all Units and Stations of the Postal Service of special and regular meetings one (1) week prior to such meetings.

He/She shall receive all monies collected by this Union. He/She shall pay all bills sanctioned by this Union upon presentation of warrants signed by the General President. He/She shall keep a regular written report at each meeting. The report shall contain money received, paid out and balance on hand. He/She shall be ready to submit his/her book of accounts for examination when requested to do so by this Union or the Board of

Trustees. The book of accounts shall be available at all regular monthly meetings. The book of accounts shall be available for review to the membership by appointment with the General President and/or the Secretary/Treasurer.

He/She shall supervise the collection of all dues and assessments. He/She shall maintain an alphabetical list of all members in good standing.

He/She shall, together with the General President, sign and file with the Secretary of Labor an annual financial report, when and if required by public law. He/She shall deduct the necessary amount of taxes, Social Security, benefits, etc., from salaried officers and pay an equal amount where applicable, from Union funds.

If any loss of benefits, such as annual leave, sick leave, retirement payments, etc., should occur because of taking LWOP pertaining to APWU business, he/she shall see these officers and members are reimbursed from Union funds. \*\* "Thrift Savings Plan" (TSP). Full-time officers of the Charlotte Area Local enrolled in FERS who participate in the Thrift Savings Plan as Postal employees may continue to do so as Union officers. The responsibility of the employer (USPS) is shifted to the Charlotte Area Local, therefore, the Charlotte Area Local will contribute one (1) percent of the salary that each full-time FERS- enrolled officer would be earning if he or she was still working for the Postal Service. The Charlotte Area Local will also pay TSP a one hundred (100) percent matching contribution up to three (3) percent of the officer's Postal salary. (not the salary being paid to the officer by the Charlotte Area Local). The Charlotte Area Local will pay into TSP an additional fifty (50) percent a matching contribution of up to an additional two (2) percent of the officer's Postal salary, if the officer is contributing up to five (5) percent of his or her salary. When a full-time union officer wishes to change the amount deducted from his or her paycheck, and have the Charlotte Area Local make the employer's corresponding matching contribution, the officer must himself or herself make these changes through the Postal Service. \*\* (Added November 18, 2003 by the National Executive Board Resolution, amendment made by the Charlotte Area Local on April 20, 2004.)

He/She shall at the end of his/her term of office, turn over to his/her successor, all monies, books, papers and other property belonging to this Union.

His/Her salary shall be \$175 per month plus necessary expenses and reimbursements for LWOP as directed by the General President.

3. DIRECTOR OF HEALTH PLAN – He/She shall be responsible for all business and correspondence pertaining to the Health Plan, Insurance and Accident Benefit Plans sponsored by the APWU. He/She shall provide each Tour and Unit Steward with necessary forms needed in case of sickness or accidents of any of our members who are enrolled in such Plans. He/She shall be responsible for attempting to resolve any difficulties members may have in securing benefits from these Plans and in obtaining any possible answers to any questions, members may have concerning these Plans. He/She shall keep all Unit and Station Stewards up to date on all Plans sponsored by the APWU.

He/She shall be responsible for policing the Health Plan Dues Check Off List for non-members and informing the National Health Plan office of the same. He/She shall keep this list current and make it available at all Executive Board meetings.

His/Her salary shall be \$50.00 per month plus necessary expenses and LWOP as directed by the General President.

4. DIRECTOR OF HUMAN RELATIONS- He/She shall prepare and direct programs in the areas of equal opportunity, civic programs, community service programs, retirement programs and all other related programs.

He/She shall be responsible for keeping an up to date list of retirees and separated former employees showing their showing their current addresses and status. He/She shall work with the Legislative Director to affect an active Auxiliary for the Charlotte Area Local. He/She shall encourage retired and/or separated USPS employees to continue active membership in the Charlotte Area Local Auxiliary and participate in its activities.

He/She shall receive expenses and LWOP as directed by the General President.

5. DIRECTOR OF RESEARCH AND EDUCATION - He/She shall be charged with the responsibility of conducting research and administering educational programs related to labor problems, grievance procedure, stewardship training and any other related programs.

He/She shall receive expenses and LWOP as directed by the General President.

6. DIRECTOR OF ORGANIZATION - He/She shall direct and be responsible for programs relating to maintaining and/or increasing the membership of this Local Union. Current organizing brochures and material shall be prepared and/or obtained by him/her. This material shall appeal to all crafts of the Local APWU.

He/She shall be available to attend the orientation of the newly hired employees who would be under the jurisdiction of the APWU. He/She shall be prepared

with materials in order to discuss with these employees the advantages of membership in the APWU.

He/She shall assist the Office Secretary in maintaining an updated mailing list of the Local membership. In addition to noting those employees who may have dropped from our membership the list must updated with respect to name changes, address change and work status.

He/She shall receive expenses and LWOP as directed by the General President.

7. LEGISLATIVE DIRECTOR – He/She shall be charged with the responsibility of directing all activities of this Union with regard to legislation of interest to the members and their families. He/She shall develop publicity programs in cooperation with the Editor-Public Information Officer, and shall assist the Editor-Public Information Officer in whatever way the Editor-Public Information Officer deems necessary.

He/She shall be responsible for organizing meetings, activities and projects with respect to political concerns of the Union. He/She shall work in conjunction with the Human Relations Director to use the valuable resource of retired and/or separated USPS employees for activities where the Hatch Act prohibits active employees to participate. Auxiliary participation will be encouraged whether or not the former employee retains active membership in the Charlotte Area Local.

He/She shall receive expenses and LWOP as directed by the General President.

#### 8. CLERK CRAFT OFFICERS

- A. DIRECTOR – He/She shall be charged with the responsibility of grievances and other problems related to the Clerk Craft. He/She shall, with the advice and counsel of the General President, be responsible for processing all grievances, adverse actions and hearings pertaining to the Clerk Craft. He/She shall perform the duties of the General President in case of his/her absence or inability to attend the duties of his/her office for any reasons. He/She, under the direction of the General President, assist in handling Union business.

He/She shall be designated as third party to sign the Local checks in the absence of the General President. He/She shall serve for the General President during times when the General President is temporarily away from his duties due to sick leave, annual leave or short termed LWOP. He/She shall be expected to use as few LWOP hours as possible to accomplish expedient tasks required during the General President's absence, not exceed eight hours per day.

His/Her salary shall be \$80 per month plus necessary expenses and LWOP as directed by the General President.

- B. ASSISTANT DIRECTOR – He/She shall assist the Clerk Craft Director in handling of grievances and other problems of the Clerk Craft. He/She shall perform such other duties as may be assigned by the Clerk Craft Director. He/She shall perform the duties of the Clerk Craft Director in case of his/her absence or inability to perform his/her duties.

9. MVS CRAFT DIRECTORS

- A. DIRECTOR – He/She shall, with the advice and counsel of the General President, be responsible for processing all grievances pertaining to the MVS Service, assisted by the Assistant Director.

His/Her salary shall be \$80 per month plus LWOP and necessary expenses as directed by the General President.

- B. ASSISTANT DIRECTOR - He/She shall assist the MVS Craft Director in such duties as is be assigned to him/her by the MVS Craft Director. He/She shall perform the duties of the MVS Craft Director in his/her absence or inability to perform his/her duties.

10. MAINTENANCE CRAFT

- A. DIRECTOR – He/She shall, with the advice and counsel of the General President, be responsible for handling all problems and grievances pertaining to the Maintenance Craft, assisted by the Assistant Director.

His/Her salary shall be \$80 per month plus LWOP and necessary expenses as directed by the General President.

- B. ASSISTANT DIRECTOR - He/She shall perform the duties of the Maintenance Craft Director in his/her absence or disability. He/She shall be responsible for the duties assigned him/her by the Maintenance Craft Director.

- 11. The Local APWU shall provide suitable office space for housing the Union's equipment and in which the Union business will be conducted.
- 12. In case the Local APWU is unable to meet expenses, salaries, except the General President's and Office Secretary's salaries, shall be reduced by one-half (1/2) or more until funds are available to resume full salaries.

13. The following appointed positions shall be created for their designed areas of service. The appointment shall be by the General President, with the approval of the majority of Executive Board. These shall be subject to reappointment after each general election.
  - A. OWCP REPRESENTATIVE - To be available to assist the membership in rights and claims for workers compensation through OWCP.
  - B. DISABLED AMERICAN VETERANS REPRESENTATIVE - To be available to assist the membership who are disabled veterans with rights and claims through Veterans Administration.
  - C. SAFETY REPRESENTATIVE – To represent the membership on the Safety and Health Committee.

#### VIII. Elections

1. To be eligible for nomination to any elective office of the Local APWU, the candidate must be a member in good standing for a period of time of one year, provided they have not acted or applied for any supervisory position with the USPS for at least two years.
2. Any member, holding office in any Union other than the APWU, which represents postal employees, cannot be elected or appointed as an officer of the Local APWU, nor can he/she be seated as a delegate to any convention.
3. Candidates for any craft position must be members of the craft in which they seek such position, and they are to be elected only by members of that craft.
4. No person nominated for an elected office shall be a candidate for more than one office.
5. All General and Craft Officers will be elected for a period of three (3) years.
6. At the January meeting of the election year, an Election Committee consisting of nine (9) Tellers shall be elected by majority vote of the members present at the meeting. This Election Committee shall hold their first meeting within ten (10) calendar days following the January meeting and shall elect a Judge of Elections at their first meeting. The Election Committee shall provide a suitable ballot upon which the full names of the candidates are listed in alphabetical order according to each position contested. They shall mail this ballot to all members in good standing no less than twenty-one (21) days before the regular May meeting of the election year.

7. At the March meeting of the election year, nominations for all General and Craft officers shall be open to the floor until closed by motion being made and concurred. Any member in good standing wishing to run for office may nominate himself/herself by stating so in a certified letter with return receipt to be received at the Local office prior to the beginning of the March meeting. A notice of not less than fifteen (15) days shall be posted by the General President at the GMF and at all stations, units, branches and associate offices where our membership is employed before any meeting for nominations from the floor can be held.
8. All candidates have the right to inspect the membership mailing list and utilize the office equipment to address his/her campaign literature to each Union member. All candidates shall be required to schedule an appointment with the **Election Committee** to use the mailing equipment. They shall supply their own mailing materials, and they shall leave all equipment in the proper filing order as they found it. All mailing lists provided to the candidates shall remain in Local office.

All candidates who wish to use the Local office equipment for addressing mailings to the membership will be provided the fees for each service rendered. The **Election Committee must be present** when any candidate is using office equipment. All election mailings shall be left with the **Election Committee** for deposit in the nearest UPS mail receptacle upon completion. A candidate may be present when the mailing is deposited by the **Election Committee**.

9. All members in good standing may vote by selecting their choice of the nominees on the ballot, enclosing it in the secret ballot envelope, then sealing and returning it to the Judge of Elections in the return. The return envelope shall be legibly signed and received at the designated receiving location not later than 8:00 AM on the day of counting.
10. The day of counting, shall designated as the last bank business prior to the regular May Meeting. It shall be the duty of the Election Committee to meet at the location of counting at **9:00 AM** on that day. The Judge of Elections and the members of the Election Committee shall then go to the collection location and get the last eligible ballots.
11. All ballots received in unsigned or illegibly signed envelopes, or those ballots received after 8:00 Amon the day of counting shall be ineligible for count. Write-in votes shall not be valid, counted or considered. Absentee ballots will be provided and will be counted.

12. The ballots shall be counted in the presence of not less than three (3) members of the Election Committee. Any candidate shall have the right to have an observer present when the votes are counted.
13. All candidates shall be notified of the results of the election by the Judge of Elections when the count is completed. In case of a tie affecting the final selection of one or more candidates for office, their names shall again be submitted to the Election Committee, who shall prepare a ballot and conduct another election. This procedure shall be continued until one candidate receives a greater number of votes than the other candidate (s).
14. All newly elected and unopposed officers shall be sworn in at the regular May meeting.
15. All defeated incumbents shall remain on the Local payroll until May 31<sup>st</sup> for the purpose of providing orientation to the newly elected officials. The defeated incumbents shall act in an instructional capacity only, with no voice of authority. They shall be held accountable for turning over in proper order to the newly elected officers, all keys, key cards, documents, current inventories and grievance files. They shall assist the newly elected officers in all unfinished business.

#### IX. Committees

1. No person shall be eligible for membership on any committee unless he/she is a member in good standing.
2. CONSTITUTION COMMITTEE – This committee, appointed by the General President, shall consist of a member from each craft plus the General President. This committee shall review the Constitution and Bylaws of the Local APWU at the request of the General President to determine the compliance of this Constitution and Bylaws with existing labor laws and its provisions of the Local APWU.
3. The General President shall appoint all committees not provided for in this Constitution and Bylaws.

#### X. Fiscal Year Revenues

1. The fiscal year of this Local Union shall begin January 1 and end on December 31, beginning with the year 1990.



2. Applications for membership shall be accompanied by one (1) months dues or a signed Form 1187.
3. Regular or part – time employees, under the jurisdiction of the Local APWU, shall be eligible for full membership and entitled to all privileges thereof, except as provided for in Article 4, by the payment of such monthly dues, fees and assessments as the members of the Local APWU shall decide by a majority in a referendum vote.
4. The dues of newly elected members shall begin with the first day of the month following their election to membership.
5. Any member who is three (3) months behind in dues shall be dropped from membership of this Union upon notice of the Secretary/Treasurer and subject to review by the Executive Board.
6. Any member, suspended for non-payment of dues, may be reinstated by making application as a new member and signing a Form 1187.
7. In the event that the Local Treasury should become exhausted and the Local Union is unable to meet its obligations, an assessment necessary to meet the deficiency shall require a two-thirds majority of the members present at a regular or special meeting. A reasonable notice of not less than fifteen (15) days must be given to all members stating the projected amount of assessment, the reasons for the assessment and the projected duration of the assessment as recommended by the Executive Board before a vote for an assessment can be held.
8. Donations, contributions, subscriptions or Union expenditures of any nature, exceeding \$200.00 between regularly scheduled monthly meetings, other than that provided for in the Constitution and Bylaws, shall require a two-thirds majority vote of the members present at the meeting. Where a sum in excess of \$200.00 has been approved, a majority of the Executive Board must also approve the expense before the expenditure can be authorized.
9. If the National APWU raises its per capita tax or assesses the members of the Local APWU for any reason, the dues of the Local APWU shall be immediately increased by an equal Amount of the assessment.

XI. Prohibited

1. No criticism, reflection, argument or debate touching on any members creed, color, nationality, sex, physical or mental handicap, religion or political affiliation shall be allowed at any meeting of the Local APWU.

XII. Referendum

1. Any member/ members of the Local APWU, after having submitted any question, resolution or amendment at any regular meeting and the same having failed to pass, may prepare and circulate a petition for the purpose of causing the said question, resolution or amendment to be brought to a vote of the entire membership.
2. When any question, resolution or amendment has been passed by any meeting of this Local Union and any member /members desire an expression of the entire membership, they may invoke the referendum by circulating a referendum petition.
3. Before circulating above petitions, the Secretary/Treasurer must be notified in writing of such action accompanied by a draft or the proposed question, resolution or amendment. The Secretary/Treasurer shall then certify to the number of members in good standing as of the time of the last meeting. This information will be provided to the petitioner.
4. Upon securing a number of signatures equal to thirty-three (33) percent of the total membership in good standing of the Charlotte Area Local as of the time of the last meeting as certified by the Secretary/Treasurer, a referendum vote must be held to decide the question, resolution or amendment. At such time, the question, resolution or amendment shall automatically become inoperative until the results of the referendum vote is known.
5. The petition must be filed with the Secretary/Treasurer, who shall read it at the next regular or special meeting. At such a meeting, an Election Committee consisting of nine (9) tellers who are members in good standing shall be elected by majority vote of the members present.

This Election Committee shall be responsible for providing ballots with the proposed question, resolution or amendment printed thereon and conduct the Referendum in the same manner as is provided for in Section 7 of this Constitution.

6. Any member/members who so desire may submit arguments of not more than one thousand (1,000) words, for or against the said question, resolution or amendment to the Judge of Elections, who shall have it printed and a copy furnished to each elector with his ballot. One argument on either side shall be printed. In the event more than one argument on either side has been submitted, the Judge of Elections shall return same to their respective authors with instruction to condense them into one (1) argument. Said arguments must be in the hands of the Judge of Elections at least two (2) weeks prior to the Day of Counting.
7. The Day of Counting shall be scheduled six (6) weeks after the first Election Committee meeting. It shall be designated as the last bank business day of the week. Election counting procedures will be as detailed in Section 7 of this Constitution. It shall require a majority of the votes cast to decide.

XIII. Recall (This Article is removed per amendment adoption by the National APWU/AUG2002)

XIV. Membership Protection

1. Membership protection as provided for in the National APWU Constitution and Bylaws will be followed by this Local APWU.

XV. Amendments

1. The Constitution committee's proposed amendments shall be presented at a regular monthly meeting. All other proposed amendments to the Constitution shall be presented in writing at a regular meeting, signed by five (5) percent of the total membership in good standing, as certified by the Secretary/Treasurer at the time of the last meeting.

The proposed amendment shall be posted on all APWU bulletin boards not later than one (1) week after the meeting period of not less than fifteen (15) days. The proposed amendment shall be put to a vote at the next regular meeting following the posting period. A concurrence of two-thirds (2/3) of the members present shall be required for its adoption.

2. The Local Executive Board, after notification from the Constitution Committee, shall have authority to amend this Constitution and Bylaws, as necessary, to remove any conflict between its provisions and those of any applicable Federal or State laws.
3. Such amendments made by the Executive Board will be posted on all APWU Charlotte Area Local postings not later than one (1) week after said amendments are made, for a period of not less than fifteen (15) days.

XVI. APWU Auxiliary

1. The General President, with the approval of the Executive Board, shall recognize and cooperate with APWU Auxiliary.

XVII. Questions not covered in Constitution

1. Any questions not covered in this Constitution shall be governed by the National APWU Constitution.

XVIII. APWU Employees

1. The Office Secretary shall be hired and or dismissed by the General President, with the approval of the Executive Board. His/Her duties shall be assigned by the General President. His/Her salary and benefits shall be determined by the General President with the approval of the Executive Board.

XIX. Publication of Newsletter and Position of Editor/ Public Information Officer  
(Hereinafter referred to as Editor/PIO)

1. Newsletter Publication
  - A. The Editor/PIO shall be responsible for gathering and editing material for publication in the newsletter. In addition, the Editor/PIO shall be responsible for insuring the publication and distribution of the newsletter on a timely basis, the frequency of which shall be determined by the Executive Board of the Local.
  - B. Overall supervision and general control of the newsletter shall be exercised by the Executive Board. Final authority as to suitability of material submitted for publication, however, will rest solely with the Editor/PIO. Deadlines shall also be established by the Editor/PIO.
2. Payment of the Editor/PIO and/or Contributors
  - A. Payment of salary and expenses shall be made to the Editor/PIO at a rate determined by a majority vote of the Executive Board.
  - B. Payment may be made for contributors and services rendered to the newsletter by persons other than the Editor/PIO, provided such payment has prior approval of and is made at a rate set by majority vote of the Executive Board.

3. Appointment and Removal of the Editor/PIO

- A. The Editor/PIO shall be appointed by the majority vote of the Executive Board.
- B. The Editor/PIO shall retain that position until voluntary resignation or involuntary removal.
- C. Involuntary removal of the Editor/PIO may be executed for any reason deemed acceptable by the Executive Board. Any such removal shall require a three-quarters (3/4) vote of the full Executive Board, taken by secret ballot.

XX. Uniform Numbering System

- 1. The uniform numbering system used in the local Constitution will be as follows:
  - A. Articles: Roman Numerals (i.e. I to XCIX)
  - B. Sections: Arabic Numerals (i.e. 1 to 99)
  - C. Paragraphs: Capital Letters (i.e. A, B, C etc.)
  - D. Sub- Paragraphs: Lower Case Letters (i.e. a, b, c etc.)

Bylaws

1. Order of Business

- A. Roll Call of Officers
- B. Reading of Minutes of previous meeting
- C. Reading of applications for membership
- D. Treasurer's Report
- E. Unfinished Business
- F. New Business
- G. Report of Committees
- H. Election of Officers (when applicable)
- I. Open Forum
- J. Adjournment

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

1.3 In the absence of the General President at a regular monthly meeting, the following Chain of Command shall be followed for Chairman Pro-Tem:

- A Clerk Craft Director
- B. Maintenance Director
- C. MVS Director
- D. Clerk Craft Assistant Director
- E. Maintenance Craft Assistant Director
- F. MVS Craft Assistant Director

In the absence of all of the above-named officers, the Secretary/Treasurer shall assign his/her duties to an appointed member and assume the position of Chairman Pro-Tem.

2. Rules of Order

In the absence of other authority, the deliberations of the Union shall be governed by "Roberts Rules of Order".

3. Quorum

Seven members present at a meeting shall constitute a quorum.

4. Amendments

Amendments to these Bylaws may be made in the same manner as prescribed for amendments to the Constitution.

The foregoing is a true and correct copy of the Constitution and Bylaws of this Local APWU as adopted by a referendum vote of the members of all Crafts under the jurisdiction of the Local APWU on March 19, 1972.

As amended on March 19, 1972 and March 20, 1973.

As amended on January 20, 1976 and March 14, 1976.

As amended on March 21, 1978.

As amended on November 15, 1980.

As amended on April 19, 1983.

As amended on March 21, 1987.

As amended on September 21, 1987, September 29, 1987 and October 20, 1987.

As amended on November 18, 1989.

As amended on February 20, 1990.

As amended on March 1, 1990

As amended on March 20, 1999.

As amended on March 24, 2001

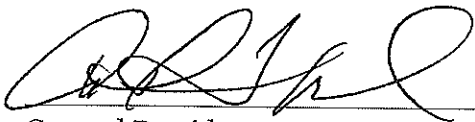
As amended on September 20, 2003.

As amended on April 20, 2004 (Per National Executive Board Resolution passed on November 18, 2003).

As amended on October 19, 2004.

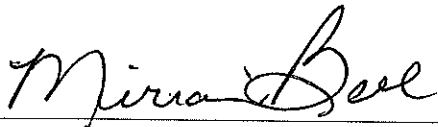
As amended on March 19, 2005.

As amended on October 16, 2018



General President

Anthony Wilson



Secretary – Treasurer

Miriam Bell

