

**CONSTITUTION  
AND  
BY-LAWS  
OF THE  
PROVIDENCE, RHODE ISLAND AREA LOCAL  
APWU  
AFFILIATED WITH THE AFL-CIO  
REVISED  
TO INCLUDE CONSTITUTION AND BY-LAW  
CHANGES  
FROM 2008 TO PRESENT  
UPDATED  
JUNE 21, 2015**

# **CONSTITUTION**

## **ARTICLE 1**

### **Title**

1. This body shall be known as the PROVIDENCE, RHODE ISLAND AREA LOCAL, AMERICAN POSTAL WORKERS' UNION, by virtue of a Charter granted by the American Postal Workers' Union.

## **ARTICLE 2**

### **Objective**

1. The goal of this Local shall be to unite into one Union the Postal Employees within The State of Rhode Island for their social and economic advancement and also to aid in the perfection of the Postal Service.
2. It shall be the purpose of the Local to advance – through every lawful means – the interest of Postal Employees and the Postal Service, and to reasonably assist all members in distress.

## **ARTICLE 3**

### **Membership**

1. No Postal Employee shall be denied membership into this Local.
2. Membership shall be either Actual or Honorary.
3. Any Member of this Local promoted to a supervisory position may retain their membership without voice or voting privileges.
4. Any Member separated from the Postal Service and subsequently convicted due to violation of any law is automatically expelled from membership.

5. Any person, regardless of their connection with the Postal Service, may be elected to Honorary Membership by a two-thirds (2/3) vote of all present and voting members in good standing at a Regular Meeting of this Local.
6. Application for membership must be made in writing and must bear the signature of an Official of this Local.
7. No member of this local shall be considered in good standing unless that member pays his/her own dues. Any member because of sickness or injury and without income will and can be carried for a period of six months' worth of Union Dues. Should a longer period be needed, the affected member can him/herself, or a family member or another member on behalf of the member, in a no-pay status due to illness, injury, pregnancy, lay off or disciplinary action bring before the members of this Local at regular scheduled meeting the motion to request a second six month period. Upon the members return to income status, those dues owed the Local will be paid back in a manner upon agreement with the Secretary-Treasurer and approval of the President. An invoice will be sent to the member, by the Secretary-Treasurer of this Local, informing him/her of the obligation to reimburse the Local for all Local dues in arrears. This excludes any member involved in military action that places the member in a non-pay status.

## **ARTICLE 4**

### **Officers**

1. The Officers of this Local shall be Elective or Appointive.
  - 1a. The Elective Officers shall consist of a President, a Vice-President, a Secretary/Treasurer, a Recording Secretary, a Clerk Craft Director, a Maintenance Craft Director, a Motor Vehicle Craft Director, a Director of Organization, Area Stewards, and Three (3) Trustees.
  - 1b. The Appointive Positions shall consist of a Chief Steward, a Legislative Director, Area Stewards, a Sergeant-at-Arms, an "Outlook" Associate Editor, an Election Committee Warden, Election Committee Tellers (as

needed), a Ballot Committee Warden, and Ballot Committee Tellers (as needed), a Building Manager, and a Web Administrator.

These Appointive Positions may be filled by the President with the approval of the Executive Board.

2. The Executive Board Shall consist of the President, Vice President, Secretary/Treasurer, a Recording Secretary, Director of Organization, three Craft Directors, (3) Trustees, and one (1) O28 Steward.
3. The Executive Committee shall consist of the Executive Board and all other officer/positions and the Immediate Past President.
4. Any Officer absenting him/herself from three (3) consecutive regular meetings shall be removed and his Office declared vacant except for the occasions of extended illness, vacation, not being released from work, injury, Postal duty assignments greater than one hundred (100) miles from the Union Hall, or Union business. In such cases, said Officer shall be counted as present.
5. Member charges will be processed in accordance with Article 15 of the National APWU Constitution and By-Laws.
6. In the event of a vacancy in any elective office other than that of the President, it shall be announced at the next regular meeting, and temporary provisions shall be made to ensure that the duties of that position shall be performed in a timely manner. At the next regular meeting after such announcement, it shall be voted on by the attending members who are eligible to vote for said office, whether or not, and if so by what means, to fill said vacancy. If no eligible members attend the President may fill it. If they decide on an election Article 5 of the Bylaws shall serve as the model. In the event of a vacancy in the offices of both President and Vice President simultaneously both vacancies shall be filled by the accordance with the above. In the event of a vacancy in the office of the President only, the vacancy shall be filled by the Vice President immediately.

## ARTICLE 5

### Duties of Officers

1. The President shall chair all meetings of this Local. He /She shall be a delegate to all affiliated organizations and conventions. He /She shall be the President of the Local APWU Accident Benefit Association. He /She shall perform the duties of the Chief Steward or may delegate same. He /She shall be the Editor of the "Outlook" or may appoint same. He /She shall be a member of all committees other than the one for elections. He /She shall have the Authority to appoint non-elected positions<sup>1</sup>. He /She may fill any vacant Elective Office in accordance with CONSTITUTION, ARTICLE Four (4), Officers, Section Six (6). He /She shall countersign all checks (except those checks on which his/her name appears as the Payee) drawn upon the treasury. He/She shall perform related duties as required by the Local. He /She shall assign other duties to any other officer as long as those duties are within the purview of that officer's position. He /She shall be a full-time officer of this Local. He /She may spend up to one thousand dollars (\$1,000.00) per month with Executive Board approval. He /She may spend money from the President's day to day Operating Expense account, but must account for all expenditures to this Local. This account will be funded monthly with \$500.00 and the balance will be capped at three times the monthly refunding amount.

.....  
REFERENDUM AMENDMENT 2-1993  
He /She shall be paid on a no loss no gain basis plus three thousand dollars.  
(\$3,000.00)  
.....

In recognition of the President's salary being fixed by the No Loss No Gain Referendum of February of 1993 and the goals of the 1996 Constitutional Committee in regards to reclassifying a benefit of Elective and Appointive

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<sup>1</sup> See Article 4.1.b

Office of this local the President shall receive an additional yearly payment to his/her salary of five hundred dollars (\$500.00) effective 1997. He/She shall be paid quarterly an annual salary of three thousand five hundred dollars (\$3,500).

2. The Vice President shall assist the President in conducting business of this local. He /She shall – only in the absence of the President, be vested with the same powers and perform all duties of the President. He/She shall – only in the event of death, resignation, or removal of the President – become the President of this local receiving all the pay and benefits afforded that position. He /she shall be paid quarterly, a yearly salary of three thousand dollars (\$3,000.00).
3. The Secretary/Treasurer, under the supervision of the President shall be the Secretary/Treasurer of the local APWU Accident Benefit Association. He /She shall receive, deposit, and maintain records of all, the Local's money in a bank or other financial institution approved by the Executive Board. He /She shall meet all the financial obligations and administer all benefit programs of and in behalf of this local by check, signed by him/her (except those checks on which his/her name appears as the Payee) and countersigned by the President (see exceptions Art. 5.1). He /She shall make a statement of the financial condition of this local at each regular meeting. He /She shall, at the Annual Meeting, submit an itemized statement of all moneys received and expended. He/ She shall provide on the first Tuesday of every month a copy of the most current Dues Check-Off List (DCO) to the Director of Organization. He /She shall be paid quarterly, a yearly salary of three thousand five hundred dollars (\$3,500.00).
4. The Recording Secretary shall keep a record of all proceedings, and maintain all other records (excepting those specifically stated in this article as the responsibility of another officer) of this local (including the building corporation's constitution and this one). He/ She shall ensure that the minutes of the previous meeting shall be posted in the Providence P & DC and disseminated to all facilities under the jurisdiction of the Providence

Rhode Island Area Local within two weeks of said meeting. He /She shall be paid quarterly, a yearly salary of one thousand dollars (\$1,000.00).

5. The Chief Steward shall oversee and maintain a file of all grievances. He /She shall, in conjunction with the President, be responsible for the training of stewards. He /She shall be paid quarterly, a yearly salary of two thousand six hundred sixty six dollars and sixty eight cents (\$2,666.68).
6. The Craft Directors shall represent their respective craft and also serve as stewards for such. They shall be paid quarterly, a yearly salary as follows:
  - A. Clerk Craft Director – two thousand six hundred sixty six dollars and sixty eight cents (\$2,666.68)
  - B. Maintenance Craft Director – two thousand two hundred sixty six dollars and eighty cents (\$2266.80)
  - C. Motor Vehicle Craft director – one thousand seven hundred dollars and twenty two cents (\$1,733.22)
7. The Director of Organization will maintain the computer database used by this local for the purpose of providing information for collective bargaining. He /She will be responsible for assisting the other officers in the use of this database for monitoring job posting and grievance administration. He /She will provide to all officers all up to date membership printouts necessary to perform the duties of their position. He/ She shall conduct new employee orientations for the Local. He /She will be paid quarterly, a yearly salary of three thousand dollars (\$3,000.00).
8. The Legislative Director shall be the liaison officer between our Congressional Representatives and our local President. He /She shall have charge of and direct all activities of this local in regards to legislation, and shall submit a monthly legislative report. He /She shall be paid quarterly, a yearly salary of six hundred four dollars (\$604.00).
9. The Stewards shall handle grievances. They shall be paid quarterly, a yearly salary of one thousand six hundred dollars (\$1,600.00).

10. The Sergeant at Arms shall preserve order and be responsible for the maintenance of the attendance book. He /She shall be paid quarterly, a yearly salary of five hundred and fifty two dollars (\$552.00).
11. The Trustees shall have general supervision over the property of this local and keep inventory of same. The members of the Trustees will sign and date as witnesses to the non-competition contract for appointed office. They shall audit and approve the Secretary/Treasurer's books prior to their submission at the Annual Meeting of this local. A Trustee will sign checks for the President or Secretary/Treasurer when either name is named as payee of that check. They shall be paid quarterly, a yearly salary of six hundred dollars (\$600.00).
12. The Editor of the "Outlook" shall be this local's president or he may appoint same in accordance with CONSTITUTION ARTICLE FOUR (4) Officers, Section One (1) b. He /She shall serve under the direction of this local and shall be paid one hundred and fifty dollars (\$150.00) per edition up to 8 editions per year.
13. The Election Committee shall conduct and supervise the election of officers in accordance with BYLAWS ARTICLE FIVE (5), Elections, 'Election Committee'. The Warden of the Election Committee shall be compensated for lost time plus the sum of one hundred dollars (\$100.00). Each Teller shall be compensated for lost time plus the sum of seventy five dollars (\$75.00).
14. The Ballot Committee shall conduct and supervise referendum votes in accordance with BYLAWS, ARTICLE EIGHT (8), Initiative and Referendum, Section two (2).
15. The Building Manager shall manage and oversee all aspects of our union hall and real estate property. The Building Manager is responsible for all maintenance at the above mentioned property. The Building Manager must inspect the building at least once per week or delegate same. The Building



Manager is required to perform minor maintenance to keep the cost of outside hired maintenance down, such as changing light bulbs (interior and exterior), emptying trash cans, filling toilet paper, paper towel and soap dispensers. This work requirement shall not exceed 2 hours per week.

The Building Manager's responsible for hiring all maintenance related employees for the day to day operating of the hall i.e.: plumbers, painters, janitors, landscapers, and snow and trash removal, etc. The Building Manager shall oversee all utility bills with an eye towards lowering and keeping them as low as possible. The Building Manager shall also maintain a list of key holders to the property, a schedule of all building events as well as being the building's chief security agent.

The Building Manager shall be responsible for responding to all neighbors and police concerns. The Building Manager may spend money from the Building Manager's day to day Operating Expense account, but must account for all expenditures to this Local. This account will be funded monthly with \$300.00 and the balance will be capped at three times the monthly refunding amount. The yearly salary for the position of Building Manager shall be three thousand dollars (\$3,000.00) paid quarterly.

16. There shall be a Human Relations Committee; comprised of all officers, whose duty it shall be to notify the local of any injury, extended illness, or deaths of members or their immediate families.
17. Each officer shall, at the expiration of their term, surrender to this local all books, papers, moneys, and other property of this local that may have come into their possession or control. Upon failure to do so, it will become the responsibility of the Local to procure such.
18. Compensating a Union officer on a no loss no gain basis means that the union will insure, with payment from its funds, that the officer whose union duties necessitate absence from the Postal duty assignment (as defined in Articles 37 through 40 of The National Collective Bargaining Agreement) held by said Officer, will receive no less than and no more than that officer

would have received from the Postal Service with full attendance in said duty assignment. If the duty assignment doesn't involve overtime the union will pay none. The guarantees of Article 8 of The National Collective Bargaining Agreement will be taken into consideration in this compensation. There will be no other compensation implied in the term no loss no gain.

19. Web Administrator shall be paid quarterly, a yearly salary of \$600.00. He/she shall administer the Local's Web site, in cooperation with the President.

## **ARTICLE 6**

### **Conventions**

1. The following officers shall be delegates to all national Conventions: President, Vice-President, Clerk Craft Director, Maintenance Craft Director, Motor Vehicle Craft Director, Secretary/Treasurer, Director of Organization and the elected 028 Steward sitting on the Executive Board. Each Officer must have attended six (6) meetings during each fiscal year – proof of attendance to be determined by the attendance book and/or roll call of officers. In the event of a vacancy or disqualification, all vacancies or disqualifications may be filled by an election by the Executive Board and Committee. In the event of insufficient funds – in accordance with BYLAWS ARTICLE FOUR (4), Expenditures, Section Two (2) – the above shall be reduced by inverse order. Newly appointed officers shall not be required to attend the six (6) meetings in order to be a delegate to the National Convention if the time of their appointment prevents them from complying with the above requirement.
2. Additional delegates, if any, shall be chosen at the January local Meeting of the convention year from among the members of the Executive Board and Committee. Only the members of the Executive Board and Committee shall vote on these additional delegates.

3. All convention delegates must attend all business sessions and or meetings as directed by the President of this Local. Failure to be in attendance shall result in the mandatory return of any local moneys received by the delegate for that day or those days. Exceptions to the preceding may be authorized only by the President and/or Executive Board of this local.
4. Craft Directors shall be automatic delegates to their respective Craft Conventions/Conferences so long as said Conventions/Conferences are not in the same year as the National Convention.
5. All new stewards and Craft Directors (less than one (1) year on the job) will attend mandatory training seminars offered by either the Local or National Union on grievance processing and will attend updates from either National seminars or local Labor institutes at least every two (2) years.

# **BYLAWS**

## **ARTICLE 1**

### **Meetings**

1. The Regular Monthly meetings of this local shall be held on the third (3rd) or fourth (4th) Saturday or Sunday except in the months of July, August, and December.
2. The meeting in January shall be called the Annual Meeting.
3. Special Meetings shall be called by the President, or he/she shall call such meetings at the written request of fifty (50) or more members in good standing. No business shall be considered at a special meeting except that which is specifically set forth in the call. Two-thirds (2/3) of those members signing the petition must be present in order to conduct the business at hand.
4. The Executive Board shall hold meetings at such time and place as necessity requires, and a formal report of proceedings shall be made at the following regular Meeting of the Local. Approval of the Executive Board shall be by majority of those members present and voting.

## **ARTICLE 2**

### **Dues**

1. Those accepted for membership shall pay full per capita tax plus whatever dues may be required by our local union. A member's good standing status shall not be affected by reason of the fact that his/her paycheck for the payroll period in which his/her dues deductions are made is insufficient to permit such dues deductions, by reasons of illness, injury, pregnancy leave, lay-off or disciplinary suspension.
2. Cash dues, in addition to any increase or assessment as mandated by National, shall be payable per quarter, per member, in advance on or before

the end of each quarter. The Secretary/Treasurer must submit a quarterly invoice to all cash dues paying members.

3. Any member retired from Postal Service<sup>2</sup>, may retain his/her membership without vote for the sum of one dollar (\$1.00) per year paid to this local – or he /she may pay full dues and retain membership with full privileges. This does not apply to deferred retirement. If a member defers his/her retirement, he/she must pay full dues to this local until his/her retirement date to receive any benefits of this Local.

### **ARTICLE 3**

#### **Disbandment**

1. This local shall not be considered or declared disbanded while three (3) members remain in good standing.

### **ARTICLE 4**

#### **Expenditures**

1. Any expenditure in excess of one thousand dollars (\$1,000.00) and not to exceed five thousand dollars (\$5,000.00) must be voted on and approved by a majority of the members of the Executive Board and the membership shall be notified at a Regular Meeting, or a Special Meeting called for that purpose.
2. This Local shall send no delegate(s) to any convention when the expense of sending such delegate(s) exceeds one half (1/2) the amount of money in this Local's projected annual net treasury.
3. All elected and appointed officers shall be compensated at their rate of pay for lost time from work for this Local with prior approval of the President, and post approval of the Executive Board and notification of the membership. All compensated time shall be accounted for at the next

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<sup>2</sup> Means: to withdraw from office, business, or active life, usually because of age: to retire from Postal Service.

Executive Board Meeting. Exceptions to compensated time shall be for National Conventions.

4. All lost time will be reported to the members the following monthly meeting, this to include the officers and amounts paid.
5. Any loan of any amount, excluding credit card usage for normal operating expenses, must be voted on and approved by the membership by a printed ballot election held for that purpose.
6. Travel Policy

#### **A. Introduction**

It is the policy of the American Postal Workers Union Providence Rhode Island Area Local 387 that, all trips i.e. Conventions, Craft Conferences, Training, and Business trips must be approved in advance by the Membership at a membership meeting. In a case that a business trip comes up on short notice the trip must be approved by the executive board and reported out at the next membership meeting. Travel expenses will be paid only for approved trips. The Providence Rhode Island Area Local 387 will only pay for travel for the business of the Providence Rhode Island Area Local 387.

The President of the Local will designate who will be attending any approved travel with the exception in the Constitution and Bylaws Article 6 Conventions.

#### **B. Travel Arrangements**

The Secretary-Treasurer of this Local will make all travel arrangements for all approved travel for the Providence Rhode Island Area Local 387. The Secretary- Treasurer can enlist assistance in making travel arrangements for approved travel. The Secretary-Treasurer arranges travel, and taking time into consideration, shall secure the most economical and reasonable form of transportation is to be utilized. The

Secretary – Treasurer will perform a cost analysis to decide what form of transportation will be used. The Secretary- Treasurer has final determination of what form of travel is to be used. A 12 hour maximum driving time limit on a one way trip will be the determining factor for whether travel will be by air or car. The driving limit includes driving, meal stops, stops for fuel, and rest breaks. Mapquest, Google Maps or other similar directional tool shall be utilized to establish the amount of driving time required to travel by car.

If the Secretary- Treasurer determines air travel is the form of travel to be used then the APWU Providence Rhode Island Area Local 387 will pay for the round trip air travel and baggage fees if they apply. If one or more of the approved travelers wants to use another form of travel; i.e. drive instead of flying the travelers will be paid the cost of the airline ticket. Any cost over the airline ticket, will be the responsibility of the traveler. The Providence Rhode Island Area Local 387 will pay for parking fees for approved travelers for the duration of the trip at airport of departure, and for transportation to and from airport /hotel. Rental vehicles at the destination city will only be provided if the distance between the airport and the location of the hotel or conference center exceeds 30 miles.

If the Secretary- Treasurer determines that driving is the form of travel to be used the Providence Rhode Island Area Local 387 will pay for rental vehicles, fuel, and tolls for the approved travel. The Secretary- Treasurer will determine how many, if any, vehicles will be necessary for the travel. Any traveler who uses his/her personal credit card for the business of the Providence Rhode Island Area Local 387 will be reimbursed in full for all approved transportation expenses incurred. Receipts must be provided for rental car, fuel, and tolls for the traveler to be reimbursed.

### **C. Lodging**

The Providence Rhode Island Area Local 387 will pay for hotel accommodations for the approved travel. If the hotel requires a deposit for incidental charges to the traveler's room - i.e. movie rentals and

incidentals – he/she will be responsible for the deposit. The Providence Rhode Island Area local 387 will not reimburse for any pay TV services or movies or incidentals. Each traveler must obtain a copy of the hotel folio, and upon return will provide the Secretary- Treasurer with a copy reflecting a zero balance.

#### **D. Meals**

The Providence Rhode Island Area Local 387 will provide Per Diem for the time frame of approved travel. Per Diem will be paid based on the city of destination per diem rate found in GSA. On travel days the Providence Rhode Island Area local 387 will pay per diem at the rate of 75% of the city of destination. The total per diem allowance is determined by the number of full days of business plus 75% on travel days.

#### **E. Compensation**

The Providence Rhode Island Area local 387 will pay lost time for all approved travelers at the approved traveler's base rate of pay on a no loss no gain basis. The amount of lost time paid to each traveler will not exceed the number of hours listed in the traveler's Postal Bid Assignment for the duration of travel while on Union Business. Postal Support Employees (PSEs) approved for lost time for the business of the Union shall be paid the number of hours equal to hours worked by other PSEs within their section on the applicable days(s).

#### **F. Reimbursement for Lost Annual and Sick Leave**

The Providence Rhode Island Area Local 387 will reimburse its employees for lost annual and sick leave once that employee reaches 80 hours of LWOP for approved business of the Providence Rhode Island Area Local 387. The employee must provide the Secretary- Treasurer Copies of the proper documentation showing that 80 hours of LWOP has



been used for Local 387 Union business. The employee will be paid at no loss no gain at the employee's current base hourly rate.

## **G. Local Travel**

The Providence Rhode Island Area Local 387 will pay mileage for use of personal vehicles for the business of this local. Mileage will be paid using the formula from the National's Travel Policy. The maximum mileage that the Providence Rhode Island Area 387 will pay for local travel is 150 miles per trip. Any travel outside of the offices that the Providence Rhode Island Area 387 represents, the Secretary- Treasurer will determine whether personal vehicle or rental vehicle will be used. If travel is outside the maximum 150 miles per trip the traveler must get preapproval from the Secretary- Treasurer for mileage to be paid for use of a personal vehicle.

Mileage expenses submitted from an employee's home to his/her first assignment location are considered non-reimbursable personal commuting expenses, no matter the distance. However, mileage is reimbursable when travel from the primary assignment (e.g. employee's duty station) to the secondary assignment (e.g. to Union hall, another post office that is part of this local, or any other destination that is required for the business of this local). The following must be included for reimbursement:

1. Copy of map quest, Google maps, or some similar direction tool.
2. Reason for travel.

## **7. 50/50 Club**

The APWU/387 Executive board will be responsible in how the funds of this club are administer to ensure that the 50/50 club is solvent within itself. The Executive board will also be responsible to make adjustments in how donations are given to insure that the 50/50 club does not spend more than it takes in. Once per year in November the Secretary Treasurer will report to the Executive board on the financial health of the 50/50 club and renew the license. The Executive board can make any adjustments needed.

## **ARTICLE 5**

### **Elections**

The Elected terms of office shall be for three (3) years. Elections resulting in less than full term shall be deemed “Special” and not constitute ineligibility for future office.

1. To be eligible to vote, a member must be in good standing thirty (30) days prior to the Election Day.
2. It shall be the duty of the Secretary/Treasurer to determine – (30) days prior to the election date – the total number of eligible voters, by Crafts, who may vote in each election. The Secretary/Treasurer shall compile a list of eligible voters and he/she shall assign each voter a number in numerical sequence beginning with number one (1) and submit two (2) copies to the election committee.
3. The Secretary/Treasurer shall prepare sample voting ballots for the election committee. He /She shall take these sample ballots and have printed as many copies as there are names appearing on the list of eligible voters. He/ She shall also provide an additional fifty (50) ballots to be given to the warden of the election committee.
4. The Election of Officers shall be by printed ballot and shall be held on the fourth (4TH) Tuesday in October. Newly elected officers shall report and take office immediately following the vote tabulation by the Election Committee, and outgoing officers shall remain on the job in an advisory capacity for a period of eight (8) working days, in order to effectuate a smooth transition of officers.
5. The 028, Executive Board, representative will be determined by printed ballot in conjunction with BYLAWS ARTICLE 5 Elections, Voting, Section 4. Only those stewards representing the 028 offices will be eligible to vote

for the 028, Executive Board, representative. Each 028 steward will have one vote.

6. All elections, except those for president, shall be by plurality vote. It will require a majority vote (greater than fifty per cent) to be elected to President. If in an election for President no candidate receives a majority of votes, the two top vote getters shall compete in a runoff election.

### **Nominations**

1. Any officer making application, in writing, for a position of management shall within ten (10) days of that application resign his/her position with the PRIAL of the APWU and if such resignation is not forthcoming, the Executive Board shall, upon conclusive evidence, declare said office vacant, and appoint a successor.
  - (a) Any postal employee eligible to be a member of the American Postal Workers Union who voluntarily holds a managerial, supervisory or EAS position with responsibility for issuing or recommending discipline, or applying or interpreting the National Agreement for the equivalent of one (1) pay period in a year shall be ineligible to hold office at any level of the American Postal Workers Union (APWU) or to be a delegate to any convention held by the APWU or any subordinate body of the APWU, so long as the employee continues to serve in such position and for a period of one (1) year from the time the employee vacates such position.
  - (b) Any postal employee who has submitted an application to a managerial, supervisory, or EAS position with responsibility for issuing or recommending discipline or for applying or interpreting the National Agreement shall withdraw such application prior to acceptance of nomination for any office in the APWU. Any postal Employee who shall voluntarily, holds, accepts or applies for any managerial or supervisory position, EAS position or any supervisory program, for any period of time, whether one (1) day or a fraction thereof, either detailed, acting, probationary or permanently, shall immediately vacate any office held by

- that member. In the interest of assuring that our officers are attuned to the problems of the members on the workroom floor no person will be eligible to run for a full time officer's position if in winning election to the position that person will win a third consecutive election to a full time officer's position.
2. Any member in good standing, who has attended three (3) meetings in the twelve months preceding the election, unless excused by the body because of injury, illness or work, will be eligible for nomination for any office in this Local. To be excused, notice must be submitted to this Local prior to or no later than forty-eight (48) hours after the meeting.

Definitions:

- a. Injury on or off the job impairment which prevents the member from working.
  - b. Illness Sickness or ailment which prevents the member from working. No member may be excused due to illness for more than one (1) meeting each fiscal year unless such illness is for an extended period.
  - c. Work Normal tour of duty with the Postal Service which conflicts with the regularly scheduled meeting times of this local.
3. Nominees for office shall be posted with the incumbent listed first (1) and all Nominees listed in alphabetical order.
  4. All nominations for Elective Offices shall be made at the September Meeting. All nominees must be at that meeting or shall indicate in writing or by mail prior to that meeting for which office they wish their name to be placed for nomination. Failure to meet any of these requirements shall eliminate them from further consideration.
  5. No member shall be eligible for more than one (1) elective office. If any Member is nominated for more than one (1) office, he/she shall notify the

Election Warden within ten (10) days for which office he/she is running. If the nominee fails to do so, the election Committee shall assign him /her, the first (1) office for which he /she was nominated.

6. The Secretary/Treasurer shall post a list of the nominations at all offices under the jurisdiction of the Providence Area Local at least thirty (30) days prior to the election.

### **Election Committee**

1. Any candidate for office shall not serve on the election committee.
2. Ballot preparation: Prior to the printing of the ballots, it shall be the duty of the election committee to rent an appropriate post office box to which all ballots will be returned. Prior to the mailing of the ballots, the election committee shall number the outside pre-addressed post office box envelope with that number corresponding to the number appearing beside the name of the voter on the list of eligible voters. At least fifteen (15) days prior to the election, the election committee shall mail a ballot or ballots and two (2) envelopes to each eligible voter as determined by the list furnished by the Secretary/Treasurer.
3. Voting: Ballots must be returned to the election committee by mail. Ballots must be placed in the smaller envelope, sealed, and finally enclosed in the larger envelope addressed to the post office box. The larger envelope must bear the voter's name and address in the upper left hand corner. Only one (1) ballot or set of ballots shall be placed in each envelope. Where an envelope contains more than one (1) of the same ballot, or fails to have a postmark thereon, such ballot will be disregarded in the tabulation. A ballot will not be invalidated unless, in the opinion of the majority of the election committee, the intent of the voter is not comprehensible. A ballot will also not be invalidated because a portion of the ballot is not comprehensible; but rather, those parts where the intent of the voter is clear will be tabulated. To be validly cast, all ballots must be returned to the post office box indicated by

eleven (11) a.m. the day following election day bearing a postmark no later than midnight (12 a.m.) of the election day. Ballot tabulation shall be the Wednesday following election day.

4. Ballot collection: The Warden and at least one (1) Teller will open the Post Office box and collect all ballots contained therein by no later than eleven (11) a.m. the day following election day. The ballots shall be transported to a meeting of the Election Committee where they shall be tabulated immediately by said committee. Ballot tabulation shall be the Wednesday following election day.
5. Ballot Tabulation: The committee shall tabulate all valid votes on each Ballot. Where there is no contest for an office, the warden shall cast one (1) vote for that candidate. In the event of a tie in any election where a single choice is necessary in order to elect, the election committee shall order a special election to fill such office. Said special election is to be held ten days from the day upon which the regular election was held unless said day falls upon a holiday, in which case the election shall be held on the day immediately following said holiday. The Secretary/Treasurer shall proceed to have ballots prepared in accordance with the methods prescribed in BYLAWS, ARTICLE FIVE (5). Elections. ‘Voting’ Section (3), listing only the office or offices to be filled as a result of the tie and the names of the candidates who were tied for said office or offices. In all elections where a single choice for an office is not necessary in order to elect, and a tie results between two (2) or more candidates, the successful candidates will be those receiving the most votes.
6. Post-election procedures: After the ballots have been tabulated, the Election Committee shall prepare a list of the successful candidates and post same in the Main Post Office, mail a copy of same to all offices under the jurisdiction of the Providence Area Local and shall be posted on the Local’s website. The Warden of the election committee shall, in the presence of the Tellers, enclose and seal all ballots for delivery to the Secretary/Treasurer. The Warden shall also prepare a written report – to be submitted to the Secretary/Treasurer for the records of this local – of the election committee’s

activities along with the final tabulations of the votes and the names of the duly elected officers.

In the event that the above outlined procedures and rules fail to govern certain problems which may confront the election committee, said election committee shall have the authority to adopt such rules and regulations as it may deem necessary. The adoption of such rules and regulations may only be sanctioned by a majority vote of said election committee at a meeting assembled for that purpose.

## **ARTICLE 6**

### **Quorums**

1. Ten (10) members shall constitute a quorum for transaction of business.
2. Seven (7) members shall constitute a quorum of the Executive Board.

## **ARTICLE 7**

### **Order of Business**

1. Opening Prayer
  - Salute to the Flag
  - Roll Call of Officers
  - Secretary/Treasurer's Reports
  - Reading of Correspondence
  - Officers Reports
  - Committee Reports
  - Old Business
  - New Business
  - Installation of Officers
  - Awards Presentation
  - Good and Welfare
  - Adjournment

2. This Order of Business may be changed at any time it is deemed advisable by a majority vote of all present and voting members in good standing at a Regular Meeting of this Local.

## **ARTICLE 8**

### **Initiative and Referendum**

1. Any member of this Local may prepare and circulate a petition for the Purpose of causing a resolution of importance or Amendment to this Constitution and /or By-Laws, to be brought to a vote of the entire membership. Before circulating such petition, the Secretary/Treasurer shall be notified in writing of such contemplated action, and shall be furnished with a copy or draft of the proposed resolution or amendment. Such petition, when circulated, must be signed by at least twenty-five percent (25%) of the membership in good standing.
2. The Secretary/Treasurer, upon receipt of such petition, shall cause ballots to be prepared submitting the exact matter petitioned for thereon; and, he /she shall turn said ballots over to the Ballot Committee who shall distribute and collect same, and he/she shall post at the Main Post Office and at all offices under the jurisdiction of the Providence Area Local the names of the Ballot Committee and procedure for not having received a ballot. At the next meeting, the Ballot Committee shall open and tabulate said ballots.
3. The result of said referendum vote shall be amended or repealed only by another referendum vote. The referendum vote on such petition shall not be submitted until after said meeting and then the referendum shall be taken in accordance with the guidelines set forth in BY-LAWS, ARTICLE 8, Initiative and Referendum, Sections one (1) and two (2).

## **ARTICLE 9**

**[Reserved]**



## **ARTICLE 10**

### **Amendments**

1. This Constitution and By-Laws shall be amended only by a two thirds vote of all present and voting members in good standing at a regular meeting, a special meeting called for that purpose, or by a majority referendum vote. Notice of such proposed amendments or changes shall be posted at the Main Post Office and at all offices under the jurisdiction of the Providence Area Local, and on the Local's website for 30 days. Such proposed amendments or changes shall also be read at the meeting held prior to that one at which the vote is taken.

## **ARTICLE 11**

### **Fiscal Year**

1. The Fiscal Year shall be from January first (1st) through December thirty first (31st).
2. The Secretary-Treasurer shall prepare and submit an annual budget for review by the Executive Board meeting immediately preceding the Annual Meeting.

## **ARTICLE 12**

### **Rules of Order**

In the absence of other authority, the deliberations of this local shall be governed by "Robert's Rules of Order Revised."

## **PLEDGE FOR INSTALLATION OF OFFICERS**

I do hereby pledge my honor to perform the duties of my office as prescribed by the Constitution and Bylaws of this local and to bear true allegiance to the American Postal Workers' Union.

I also promise to turn over to my successor or to the President of this local upon demand all books, papers and other properties of the American Postal Workers' Union that may be in my possession at the close of my official term.

To all this I solemnly promise, knowing that to violate this pledge is to stamp me a person destitute of character and devoid of principle.

I now declare you duly installed as Officers of the Providence, Rhode Island Area Local for the ensuing term of office.

I want to congratulate each one of you and wish you success in your undertakings.