CONSTITUTION and BYLAWS of the INDIANAPOLIS AREA LOCAL AMERICAN POSTAL WORKERS UNION AFL-CIO

UPDATES (most recent listed last): July 1992 September 1995 December 1995 November 1998 August 1999 November 2000 January 2002 September 2004 May 2007 October 2007 January 2011 January 2012 November 2016 April 2017 (SPECIAL NOTE: Provisions approved November 8, 2016) March 2018 April 13, 2019 January 14, 2020 (Newest updates in BOLD/ITALICS) January 10, 2023 (Newest updates in BOLD/ITALICS/UNDERLINED)

	INDEX	
PLEDGE		PAGE 2
OFFICER OBLIGA	ATION	PAGE 2
APPOINTEE OBL	IGATION	PAGE 3
PREAMBLE/MEM	BERS' BILL OF RIGHTS	PAGE 3
	. NAME	
	. OBJECTIVES	
ARTICLE 3	. MEMBERSHIP AND DUES	PAGES 4-6
ARTICI = 4	. MEETINGS	
	LEGISLATIVE POWER	
	. EXECUTIVE BOARD	
ARTICLE /	OFFICERS	PAGES 8-14
	. GENERAL PRESIDENT	
SECTION 2	. EXECUTIVE VICE PRESIDENT	PAGES 9-10
	. GENERAL SECRETARY-TREASURER	
	. ASSISTANT TO THE SECRETARY-TREASURER	
	MEMBERSHIP/INSURANCE COORDINATOR	
SECTION 6	. RECORDING SECRETARY	PAGE 11
SECTION 7	. TRUSTEES	PAGES 11-12
SECTION 8	SERGEANT-AT-ARMS	PAGES 12-13
SECTION 9	. VOLUNTEERING FOR SUPERVISORY POSITION	PAGE 13
	. GENERAL OFFICERS/STEWARDS	
	. EDITORS	
SECTION 11	. HUMAN RELATIONS DIRECTOR.	
	. RETIREES COMPENSATION	
ARTICLE 8	. CRAFT DIVISIONS	PAGES 15-17
	. DIRECTORS "A"- "B"- "C"- "D" CLERK CRAFT	
	. DIRECTOR, MOTOR VEHICLE SERVICE CRAFT	
	. DIRECTOR, MAINTENANCE CRAFT	
	. DUTIES OF OFFICERS & STEWARDS	
SECTION 6	. CHIEF STEWARD	PAGE 17
SECTION 7	. STEWARDS	PAGE 17
SECTION 8	. ALTERNATE STEWARDS	PAGE 18
	. DIRECTOR OF RESEARCH & EDUCATION	
	INSPECTION OF RECORDS	
	OFFICER NOMINATION & ELECTION	
	(B)	
	F ELIGIBILITY	
	15	
	U 17	
	. STANDING COMMITTEES	
ARTICLE 12	. PROHIBITION	,,, PAGE 22
	. BUDGETS, DISBURSEMENTS, REVENUES	
ARTICLE 14	. TERM OF OFFICE	PAGES 23-24
ARTICLE 15	. RECALL	PAGE 24
ARTICLE 16	. AMENDMENTS	PAGE 24
	. RECONSIDERATIONS	
	. MERGERS	
	. AUXILIARY	
TOUTNUTES		FAGES 20-29

<u>PLEDGE</u>

I pledge myself to attempt to engage in the activities of the Local, to attend meetings, if at all possible, to serve on committees if requested to do so, and being able to accept office or delegate ship if elected. I also pledge myself to heartily support the policies of the Local and the American Postal Workers Union, as formulated by the majority of members. When I agree with them, and if I cannot agree, I definitely state that I will not indulge in destructive criticism outside of the meetings but will hold my peace for the good of all. The pledge I voluntarily assume with pleasure knowing it is a privilege to become a member.

OFFICER OBLIGATION

"I,______, having been duly elected to office in the Indianapolis Area Local of the American Postal Workers Union, AFL-CIO, do solemnly pledge to uphold the Constitution and Bylaws of the American Postal Workers Union, AFL-CIO and of the Indianapolis Area Local.

I further pledge to perform the duties of my office to the best of my ability. I promise that at the conclusion of my term of office, I will turn over to my successor all books, papers, records, and documents that are the property of the Indianapolis Area Local.

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

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

Last but not least, I promise to purchase only Union made articles, whenever available. Failure to perform any of the above will mark me as an individual devoid of honor or destitute of integrity.⁶⁷

(Installing officer raps gavel one time to seat members, then continues.)

Fellow members, I now present to you your officers for the ensuing term. May I exhort you to render them the fullness of loyalty and repose in them your utmost confidence, and I feel certain it will be accorded. These officers will have no difficulty in carrying on for this organization. I am grateful to you for the service you have rendered the Indianapolis Local of the American Postal Workers Union and know you will continue this service.

APPOINTEE OBLIGATION68

I pledge to perform the duties of my office to the best of my ability. I promise that at the conclusion of my term of office, I will turn over to my successor all books, papers, records, and documents that are the property of the Indianapolis Area Local APWU.

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

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

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

PREAMBLE/MEMBERS' BILL OF RIGHTS 69

- 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 to be heard.
- 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 participate in the activities of this Union.
- 7. Members shall not be denied the right to seek any office or the right to vote in this Union because of race, color, creed, sex, sexual orientation, nationality, handicap, political affiliation, age or religion.
- 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 or her choice and to proper appeal procedures.
- 10. Every member has the right to b e secure in his or her basic rights without fear of political, economic, physical or psychological intimidation.

ARTICLE 1 - NAME

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

ARTICLE 2 – OBJECTIVES

SECTION 1: It shall be the objective of the IALAPWU to secure through collective bargaining and legislative effort a better standard of living for the members of the IALAPWU and their families.

SECTION 2: The IALAPWU affirms its belief in a single Union of all Postal Workers in non-supervisory levels. The IALAPWU 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 IALAPWU philosophy.

SECTION 3: The IALAPWU will vigorously oppose any Labor Unions outside the Postal Service moving in the Postal Service Union field.

SECTION 4: The IALAPWU will continue to organize the unorganized.

SECTION 5: To unite within one (1) organization all employees under the jurisdiction of the IALAPWU. No person eligible under the above provisions shall be denied membership because of race, color, creed, sex, sexual orientation, nationality, handicap, political affiliation, age, or religion.¹

SECTION 6: To educate our membership in the history of the Labor movement and to develop and maintain an intelligent and dignified membership. To vote and 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 the denial of the right to support political candidates of their choice; and to educate all members in the areas of economic, political and social justice.

SECTION 7: To engage in legislative, political education, civic welfare and other activities which further, directly or indirectly, the joint interests of the members of the IALAPWU in the improvement of general economic and social conditions in the United States of America.

SECTION 8: To work as a Union affiliated with the American Federation of Labor Congress of Industrial Organizations, together with other Local and State Unions for the solidification of the entire Labor movement.

ARTICLE 3 - MEMBERSHIP AND DUES

SECTION 1: Any non-supervisory employee, regardless of level or grade, within the jurisdictional claim of the APWU, AFL-CIO is eligible for membership. Those accepted for membership shall pay full per capita tax, plus whatever dues may be required by the local union.

SECTION 2: Application to membership in this Local shall be made in writing or submission of the appropriate dues withholding form to the General Secretary-Treasurer for presentation to the Local.

SECTION 3:

- (A) There shall be three $(3)^{121}$ categories of members in this Local.
- (B) Active membership shall be any person employed in a non-supervisory position under this Union's jurisdiction.
- (C) 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. It shall be the responsibility of the retiree to pay per capita and dues to the appropriate agency. They shall retain the same right to vote in all matters they had immediately before retiring from service.¹²¹
- (D) Associate membership shall be for Federal-Classified, EAS, Mail Handler, Carrier, Rural Carrier and tribal or tribal organization Employees. They may be accepted as Associate Members for Health Plan participation only and receive official publications. They shall pay thirty-five dollars (\$35.00) per annum for this privilege, five dollars (\$5.00) of which shall go to the local in the area where the Federal-Classified, EAS, Mail Handler, Carrier, Rural Carrier or tribal or tribal organization employee is employed.¹¹⁸

SECTION 4:

- (A) Dues are set by the National Constitution and are subject to change.²
- (B) For every dues increase that the National APWU implements after July 1988, the Local dues will increase an additional 5 cents (\$ 0.05) to be rebated by the National to the Local treasury.
- (C) Any vote taken to change the dues structure shall be conducted by secret ballot in conformation to the Landrum-Griffin Act of 1959. Prior to a vote being taken, the proposed increase must be published in the Indy Info and must be posted at all stations, VMF's and the main office. The membership must be allowed to discuss the issue at the meeting prior to the Union meeting where the vote to change the dues structure is taken. To change the dues structure of the Indianapolis Area Local, there must be a simple majority.

SECTION 5: Dues shall be by payroll deduction and are due and payable per pay period. ³

SECTION 6: Retirees whose full dues/per capita payments have lapsed due to extenuating circumstances may appeal for reinstatement to the national Secretary-Treasurer, providing supporting documentation accompanied by written verification by the local President and Secretary-Treasurer. The Retirees Department Director shall review retiree appeals for full dues membership reinstatement and report a recommendation to the national Secretary-Treasurer, who shall present the appeal, findings, and recommendation to the National Executive Board for a final determination. ¹¹⁸

SECTION 7: A member's good standing status shall not be affected by the fact that a paycheck for the payroll period in which dues deductions are made is insufficient to permit such dues deductions by reason of illness, injury, military leave, pregnancy leave, lay-off, disciplinary suspension, lockout or strike.¹¹⁸

ARTICLE 4 - MEETINGS

SECTION 1:

(A) General Membership Meetings shall be held once a month, except December. There will be no General Membership Meeting in the month of December. All members will be recorded as present in December for the purpose of eligibility for State and National Conventions. ⁶

(B) General Membership Meetings⁹⁸ shall alternate monthly from day to night.

- Day meetings will be on the second Saturday of each month, except when the second Saturday falls on a scheduled holiday weekend, then the meeting shall be held the same scheduled time on the third Saturday. Day meetings will begin at 10:00 a.m.
- Night meetings will be held on the second Tuesday of each month, except when the second Tuesday falls on a scheduled holiday, then the meeting shall be held on the same scheduled time on the third Tuesday. Night meetings will⁹⁹ begin at 6:00 p.m.⁶
- (C) Upon a two-thirds (2/3) vote of the General Membership in attendance, section 1
 (A) and 1 (B) may be altered.

SECTION 2:

- (A) All meetings shall start at the time scheduled and be limited to two and one-half (2 1/2) hours and may be extended by a two-thirds (2/3) vote of the members present.
- (B) The presiding officer must allow 15 minutes past the scheduled beginning time before a meeting can be cancelled for lack of a quorum.¹⁰⁰

SECTION 3: A two-thirds (2/3) vote of all the members present and voting at any General Membership Meeting shall be sufficient to suspend the General Membership Meeting period not to exceed three (3) calendar months.

ART. 4.4

SECTION 4: Special Meetings may be called by the General President at their discretion or upon request to the General President by fifty (50) active members in good standing, or 50% of the active members in anyone (1) craft. The members requesting the Special Meeting are obligated to attend. Written notices of all Special Meetings and General Membership Meetings must be posted in the all Postal facilities where employees represented by the IALAPWU twenty-four (24) hours before the opening of the meeting. Only the business for which the Special Meeting was called shall be discussed and/or transacted. Written minutes will be taken and filed.¹⁰¹

SECTION 5: Twenty (20) active members in attendance at a General Membership Meeting shall constitute a Quorum for the transaction of the business of this Local.

SECTION 6: No member shall, without authority, divulge to non-members or inactive members any of the proceedings of the Local.

SECTION 7: Any officer or member who on account of sickness, working hours, official Union Business, etc., is prevented from attending Executive Board¹⁰²/General Membership Meetings shall be recorded as present upon their giving written notice and providing documentation to support their inability to attend the meeting(s) to the General President and Sergeant-At-Arms, or before the next scheduled union meeting. This applies to no more than two (2) meetings in a calendar year, any exceptions to the two (2) meetings will be brought before the membership for final disposition.¹⁰³

SECTION 8: Two-thirds (2/3) of sitting members of the Executive Board shall constitute a quorum for the transaction of business by the Executive Board.⁷

ARTICLE 5 - LEGISLATIVE POWER

SECTION 1: The law-making power of the Local shall be vested in the General Membership of this Local exclusively.

SECTION 2: The presiding officer must allow 15 minutes past the scheduled beginning time before a meeting can be cancelled for lack of a quorum.⁸

ARTICLE 6 - EXECUTIVE BOARD¹²³

SECTION 1: The Executive Board shall consist of the General President, Executive Vice President, General Secretary-Treasurer, Membership/Insurance Coordinator, Recording Secretary, Clerk Craft Director "A", Clerk Craft Director "B", Clerk Craft Director "C", Clerk Craft Director "D", Maintenance Craft Director, Motor Vehicle Craft Director, and Sergeant-At-Arms.

SECTION 2: The Executive Board shall meet at least once a month prior to the regularly scheduled General Membership Meeting and shall be empowered to conduct any business that is entrusted to them by the General Membership.

SECTION 3: The General President shall have the power to call Special Executive Board Meetings at any time deemed necessary.

SECTION 4: Special Executive Board Meetings may be called by majority of the Executive Board either by vote or petition.

SECTION 5: Two-thirds (2/3) of sitting members shall constitute a quorum for a Regular or Special Executive Board Meeting.¹¹

ARTICLE 7 - OFFICERS

SECTION 1: GENERAL PRESIDENT:

- (A) When in attendance, the General President should preside at all Membership Meetings and Executive Board Meetings. They shall appoint stewards and Chief Stewards after taking office. New lists shall be posted and mailed to incoming and outgoing stewards.¹² They shall appoint all committees and publish the list of names of each committee member in the INDY INFO within one (1) month after taking office. They shall direct all officers and stewards in the performance of their duties.¹³ They shall fill all vacancies on the Executive Board by recommendations of the Executive Board and shall appoint within thirty (30) days after vacancy subject to the approval of the Executive Board. They shall countersign all checks except when Executive Vice President is filling in for the General President's absence. They shall, by virtue of their office, be a delegate to all conventions with which this Local is affiliated. They shall be a member of the Labor Management Committee, the Budget Committee and the Local Negotiating Team.
- (B) Their salary shall be Level 11⁷² Step P¹⁵ per year plus all cost of living increases, equal dollar for dollar and effective on the same dates as those given other Postal Employees in the bargaining units. They shall elect at the beginning of their term to be paid weekly, or bi-weekly. The Local will pay in its entirety the Health Benefits Plan, Life Insurance, and Civil Service Retirement. The Local shall pay the employer's share of any social security or unemployment insurance. An IRA, Mutual Fund or FER's option shall be established. \$1000.00 shall be deposited upon completion of each year in office. The certificate(s) shall bear the name of the Local President and shall be turned over to them or their heirs upon completion of their term, resignation or death. They shall be given thirty (30) days of annual leave per year effective at the beginning of their term of office.
- (C) The President shall earn thirteen (13) days sick leave per year. Thirty-nine (39) days per term. They will be given the option of being paid any accrued leave in December of each year, at the end of their term, or upon their resignation. If long time illness occurs and sick leave and annual leave are exhausted, the Union's liability will cease.
 - (1) Sick leave will be earned at the rate of two (2) hours per week.

- (D) They shall be paid all necessary expenses, subject to the review of the Executive Board. They shall be paid for the same number of holidays per year as Postal Employees.
 - (1) At President's discretion, at Union expense, a telephone may be installed within their home bearing the same number of the Union Office telephone. They will be responsible for the Petty Cash Fund. When it becomes necessary for the General President to attend meetings or conferences called by the National Union, they shall be granted leave of their choice,¹⁶ and the National will finance this time. When they are chosen to arbitrate a case, they shall be granted leave of their choice for duration of Arbitration and preparation for same and the National will fund this period of time.
- (E) They shall be permitted to carryover the same number of hours as postal employees are contractually allowed. They shall be paid for any unused annual leave over the maximum carryover amount on the first payday following January 1 each year. They shall keep the Vice-President current on all affairs, information, problems and business of the Indianapolis Area Local.
- (F) All leave requested by the President shall be submitted in triplicate. One copy shall be kept by the Chief Trustee, one copy by the President, and the third copy shall be kept by the Secretary-Treasurer. The Secretary-Treasurer shall not be permitted to pay annual leave or sick leave to the President without having a 3971 covering the time requested.¹⁷
- (G) They shall be elected by the General Membership.

SECTION 2: EXECUTIVE VICE PRESIDENT:

- (A) It shall be the duty of the Vice President¹⁸ to assume the duties of the General President in case of their absence or inability to attend any or all duties of their office. In the event or death of the President. the Executive Vice President shall replace him/her until the next called General Election.¹⁹ They shall be authorized to sign checks in the absence of the President. They shall countersign any checks payable to the President and General Secretary/Treasurer. They shall be a member of the Executive Board. He/she shall be elected by the General Membership.
- (B) They shall be a member of the Labor Management Committee. They shall be a member of the Budget Committee and Local Negotiation Team. They shall, by virtue of their office, be a delegate to the State and National Conventions. They shall meet with and communicate with the Craft Directors on a regular basis. They shall at least four (4) times per year hold a well organized educational Seminar for all Stewards and Craft Directors. They shall work with the committees and see to it that all function. They will be trained to assist the General President and be kept current on all of the Local's business, activities and problems.

- (C) When it becomes necessary for the Executive Vice President to assume the duties of the General President, they shall be paid for all lost time and any leave lost as a result of LWOP²⁰ during such period.
- (D) They shall work at the direction of the General President and shall perform all other duties that may be delegated to them by the General President. ²¹
- (E) Their salary shall be \$469.00 per month¹²⁹.

SECTION 3: GENERAL SECRETARY-TREASURER:

- (A) The General Secretary-Treasurer under the supervision of the General President, shall keep a record of all financial proceedings and all other records of this Local. The General Secretary-Treasurer shall receive and deposit all monies of this Union. They shall disperse all monies by check, countersigned by the General President. They shall submit the books of this Local to an attested Public Accountant at the direction of the Trustees at the close of each fiscal year and reports of the accounting shall be verified by the Trustees. They shall be a member of the Budget Committee. They shall perform such other duties as the General President may require of them. They shall be responsible for the seal. He/she shall be elected by the membership.²²
- (B) Their salary shall be **\$469.00 per month**¹²⁹.

SECTION 4: ASSISTANT TO THE SECRETARY-TREASURER:119

- (A)The Assistant to the Secretary-Treasurer under the supervision of the General President, shall assume the duties of the General Secretary-Treasurer in cases of their absence or inability to attend to any or all duties of the office of the Secretary-Treasurer. They shall be authorized to sign checks in the absence of the Secretary-Treasurer.
- (B) He/she shall be appointed by the General President. He/she shall work at the direction of the General President and they shall perform all other duties that may be delegated to them by the General President.
- (C) When it becomes necessary for the Assistant to the Secretary-Treasurer to assume the duties of the Secretary-Treasurer, they shall receive a salary of <u>\$238.00 per month¹²⁹</u>.

ART. 7.5

SECTION 5: MEMBERSHIP/INSURANCE COORDINATOR:

- (A) The Membership/Insurance Coordinator shall work in conjunction with the General Secretary-Treasurer. They shall be responsible for reviewing the dues checkoff reports and with the Secretary-Treasurer ensure the proper dues are being collected. They shall furnish the General Secretary-Treasurer, Editor of the official Union paper, and the membership with a monthly report showing numbers of members by craft, non-pay status, non-career, non-members and showing by name new members cash pay, honorary, and cancellations.¹⁰⁴ They shall be a member of the Budget Committee.
- (B) At the Triennial Election, the members of the Election Committee shall be provided by the Membership/Insurance Coordinator, a complete list of members in good standing who are eligible to vote (Refer to Article 10, Section 6)¹²²
- (C) The Membership/Insurance Coordinator shall have the responsibility of processing and advising all members of the IALAPWU in regards to the Hospital Plan and other APWU plans. They will represent the Union at all Postal Orientations for new employees represented by IALAPWU. They will participate in Health Fairs with the goal of signing new members into the APWU Health Plan. They will participate in membership drives sponsored by the Union.¹⁰⁴
- (D) He/she shall be elected by the general Membership. They shall work at the direction of the General President and they shall perform all other duties that may be delegated to them by the General President.¹⁰⁴
- (E) Their salary shall be \$266.00 per month129.

SECTION 6: RECORDING SECRETARY:

- (A) The Recording Secretary shall work under the direction of the General President. They shall record and provide printed copies for the members of the minutes for all¹⁰⁵ Executive Board, General Membership and Special Membership Meetings.
- (B) All election records, including all ballots, must be preserved for a period of one (1) year. The Election Committee shall turn over all records for safekeeping to the Recording Secretary and Trustees. After one (1) year from the date of election, providing any contested elections results have been adjudicated, the Recording Secretary shall instruct the Trustees to destroy the Election Records and Ballots.¹⁰⁵
- (C) He/she shall be elected by the general Membership. They shall work at the direction of the General President and they shall perform all other duties that may be delegated to them by the General President.¹⁰⁵
- (D) Their salary shall be \$156.00 per month¹²⁹.

SECTION 7: TRUSTEES:

- (A) There shall be three (3) Trustees. The elected Trustees shall be designated as Chief Trustee, First Trustee and Second Trustee. The Chief Trustee shall be determined by the most votes received in the General Membership Election. First Trustee must have received the second largest number of votes. The Second Trustee must have received the third largest number of votes.
- (B) They shall be members of the Budget Committee. The Chief Trustee shall be Chairperson of the Budget Committee.⁷⁴ It shall be the duties of the Trustees to examine the books of the Secretary-Treasurer of the Local once a year and provide an audit report to the membership.¹⁰⁶ However, all books and records of the Local shall be available to the Trustees upon request. The Trustees shall have general supervision over the property of the Local. Within sixty (60) days of the beginning of each term of office, the incoming and outgoing trustees will inventory the property of the union and compare it to the previous inventory. They will assure all property is accounted for or has been properly disposed. Between terms the Secretary-Treasurer will provide the Chief Trustee with a receipt for all items purchased over fifty dollars (\$50), not to include recurring/disposable items.¹⁰⁶ They shall submit a written annual report showing any additions or deletions to the inventory and make¹⁰⁶ recommendations of the physical condition of the Union property. They shall examine the CPA audit¹⁰⁶ reports and report to the next General Membership meeting.
- (C) All election records, including all ballots, must be preserved for a period of one (1) year. The Election Committee shall turn over all records for safekeeping to the Recording Secretary and Trustees. After one (1) year from the date of election, providing any contested elections results have been adjudicated, the Recording Secretary shall instruct the Trustees to destroy the Election Records and Ballots.¹⁰⁶
- (D) They shall be elected by the General Membership.¹⁰⁶ They shall work at the direction of the General President and they shall perform all other duties that may be delegated to them by the General President.
- (E) The Chief Trustee shall receive as salary <u>\$156.00 per month¹²⁹</u>. First and Second Trustee shall receive as salary <u>\$79.00 per month¹²⁹</u>.

SECTION 8: SERGEANT-AT-ARMS:

(A) The Sergeant-At-Arms shall keep an attendance record of all General Membership and Executive Board Meetings of this Local. They shall be the custodian of the American Flag and be responsible for displaying of the Flag at all General Membership Meetings. They shall have charge of the door and shall allow no nonmembers to enter without permission from the Chair. They shall work at the direction of the General President and they shall perform all other duties that may be delegated to them by the General President.¹⁰⁷ He/she shall be elected by the General Membership.

- (B) Fifteen (15) minutes following the start of each meeting, he/she will draw a red line after the last entry. Members wishing to be counted present after the line is drawn, must make a request to the members present to be counted present. Immediately following each meeting, the Sergeant-At-Arms will copy the meeting attendance records and provide the original records to the Secretary-Treasurer and a copy to the General President. All original meeting attendance records will be filed in the Secretary-Treasurer's office and remain in the union hall.¹⁰⁷
- (C) He/she shall keep a copy of the attendance records and maintain a record of the number of monthly meetings attended by each member for the purpose of determining who has met their meeting attendance requirements, He/she will provide annual accounting by each member's name and the number of meetings attended to the Secretary-Treasurer and General President at the end of each calendar year.¹⁰⁷
- (D) Their salary shall be <u>\$79.00 per month¹²⁹</u>.

SECTION 9: Any Elected officer, appointed Steward or Elected Delegate applying for or volunteering for a supervisory (including Acting Supervisor - 204B) or management position¹⁰⁸ shall relinquish their office or position. If a person violates this section and refuses to relinquish the position, charges must be filed, a hearing conducted, and appeal rights offered.²⁵ (Refer to Article 15 of the APWU National Constitution.)¹⁰⁸

SECTION 10: GENERAL OFFICERS/STEWARDS¹⁰⁹

- (A.) Subject to the approval of the General President and approval of the Executive Board,¹²⁴ each general officer or steward shall be entitled to be paid leave of their choice, if such time is spent on the business of the Local and shall be limited to forty (40) hours per calendar year for national and state conferences, *seminars, and conventions*¹²⁸ plus all necessary expenses.¹²⁴ Officers and stewards must submit a 3971 to the General President for authorization of official union business prior to compensation. All general officers shall be elected by the General Membership and all stewards shall be appointed by the General President.
- (B.) Members who do not use leave in the performance of approved union business will be paid a stipend of <u>\$63.00¹²⁹</u>. Time cards must be used to account for time and is subject to approval by the General President.¹⁰⁹
- (C.) The General President Salary will be paid bi-weekly on the same date as the Postal Service pay date, and General Officers and Stewards will be paid on a bimonthly basis. Salaries may be paid by check or direct deposit.¹²⁶

SECTION 11: EDITOR:

- (A) The Editor of the Official Publication of the Local, the Indy Info,⁷⁷ shall have charge of all written materials submitted for publication and ensure that articles conform with the standards set forth by the Postal Press Association and/or the Executive Board. The Editor and/or designee will operate and input information into any existing or future IALAPWU Web Site as part of the job of Editor. In addition, the Local will pay for the Internet connections and Web Site costs. The Editor and/or designee will receive *\$79.00 per month¹²⁹* for his/her work on the site.⁹⁰ They shall have additional associates;²⁸ one (1) to represent each craft, to assist in the editing and publication. They shall keep a file of all issues. They are to transfer all property of the Union, which may be in their possession, to their successor.
- (B) The salary of the Editor shall be <u>\$156.00 per month¹²⁹</u>. They shall be paid up to sixteen (16) hours lost time per month²⁹ to prepare the official publication or <u>\$250.00¹²⁹</u> in lieu of lost time only for the months of publication.⁹⁵ They shall be paid all necessary expenses, subject to the approval of the Executive Board. They shall be appointed by the General President upon recommendation by the Executive Board.
- (C) Associates³⁰ to the Editor shall receive <u>\$79.00 per month as salary¹²⁹</u>. They are to keep up with the current issues from their respective Craft Director(s) and to represent issues from the craft in the Local's publication. They will be responsible to assist the editor in editing, preparation, publication and mailing the publication. They shall be appointed by the General President.⁹⁶

SECTION 12: HUMAN RELATIONS DIRECTOR: 120

There shall be an appointed position hereinafter called Human Relations Director. The Human Relations Director shall be responsible for the education of all stewards and members concerning OWCP issues, civic, community service, and all other related programs¹²⁰. He/she will be responsible for handling issues concerning members' claims, when requested. He/she shall work at the direction of the Local and/or National President of the APWU. Their salary shall be **<u>\$118.00</u> per month**¹²⁹ plus authorized lost time shall be paid.

SECTION 13: RETIREES COMPENSATION

Any retired full dues paying member holding an Officers position (election or appointed) shall be paid "other compensation" at Level 6 Step O⁹⁷ in lieu of lost time in their job description.¹²⁷

ARTICLE 8 - CRAFT DIVISION

SECTION 1: DIRECTOR(S), CLERK CRAFT:91

(A.) CLERK CRAFT DIRECTOR "A"

The Clerk Craft Director "A" shall be a member of the Executive Board. They shall be responsible for representing the members of their craft and APWU members in the P&DC, and other areas assigned by the General President. They shall be responsible for the pursuing of grievances. They shall be a Steward, but not be a Chief Steward. They shall coordinate, educate/train and communicate with their stewards on a regular basis. They shall coordinate Steward Training Seminars as needed and/or directed by the General President. They shall be a member of the Grievance Committee. They shall be a delegate to the State and National Conventions, by virtue of their office. They shall work at the direction of the General President and they shall perform all other duties that may be delegated to them by the General President. Their salary shall be $\frac{$250.00 \text{ per}}{\text{month}^{129}}$, plus all necessary expenses, and paid LWOP time, subject to approval by the Executive Board. They shall be elected by the General Membership of the Clerk Craft.

(B.) CLERK CRAFT DIRECTOR "B"

The Clerk Craft Director "B" shall be a member of the Executive Board. They shall be responsible for representing the members of their craft and APWU members in the Stations and Branches, BMEU-Tour 2, CFS, and Administrative Offices, and other areas assigned by the General President They shall be responsible for the pursuing of grievances. They shall be a Steward, but not be a Chief Steward. They shall coordinate, educate/train and communicate with their stewards on a regular basis. They shall coordinate Steward Training Seminars as needed and/or directed by the General President. They shall be a member of the Grievance Committee. They shall be a member of the Labor Management and Local Negotiating Team. They shall be a delegate to the State and National Conventions, by virtue of their office. They shall work at the direction of the General President and they shall perform all other duties that may be delegated to them by the General President. Their salary shall be \$250.00 per month¹²⁹, plus all necessary expenses, and paid LWOP time, subject to approval by the Executive Board. They shall be elected by the General Membership of the Clerk Craft.

(C.) CLERK CRAFT DIRECTOR "C"

The Clerk Craft Director "C" shall be a member of the Executive Board. They shall be responsible for representing the members of their craft and APWU members in the Associate Offices and (RMPO) Remotely Managed Post Offices, and other areas assigned by the General President. They shall be responsible for the pursuing of grievances. They shall be a Steward, but not be a Chief Steward.

They shall coordinate, educate/train and communicate with their stewards on a regular basis. They shall coordinate Steward Training Seminars as needed and/or directed by the General President. They shall be a member of the Grievance Committee. They shall be a member of the Labor Management and Local Negotiating Team. They shall be a delegate to the State and National Conventions, by virtue of their office. They shall work at the direction of the General President and they shall perform all other duties that may be delegated to them by the General President. Their salary shall be $\$250.00 \text{ per month}^{129}$, plus all necessary expenses, and paid LWOP time, subject to approval by the Executive Board. They shall be elected by the General Membership of the Clerk Craft from the Associate Offices and Remotely Managed Post Offices (RMPOs).

(D.) CLERK CRAFT DIRECTOR "D"

The Clerk Craft Director "D" shall be a member of the Executive Board. They shall be responsible for representing the members of their craft and APWU members in the MPA-1, MPA-2, High School Road Annex, and any newly established mail processing facilities, and other area assigned by the General President. They shall be responsible for the pursuing of grievances. They shall be a Steward, but not be a Chief Steward. They shall coordinate, educate/train and communicate with their stewards on a regular basis. They shall coordinate Steward Training Seminars as needed and/or directed by the General President. They shall be a member of the Grievance Committee. They shall be a member of the Labor Management and Local Negotiating Team. They shall be a delegate to the State and National Conventions, by virtue of their office. They shall work at the direction of the General President and they shall perform all other duties that may be delegated to them by the General President. Their salary shall be \$250.00 per month¹²⁹, plus all necessary expenses, and paid LWOP time, subject to approval by the Executive Board. They shall be elected by the General Membership of the Clerk Craft.

SECTION 2: DIRECTOR, MOTOR VEHICLE SERVICE CRAFT:92

The Motor Vehicle Service (MVS) Craft Director shall be a member of the Executive Board. They shall be responsible for representing the members of their craft and APWU members. They shall be responsible for the pursuing of grievances. They shall be a Steward, but not be a Chief Steward. They shall coordinate, educate/train and communicate with their stewards on a regular basis. They shall coordinate Steward Training Seminars as needed and/or directed by the General President. They shall be a member of the Grievance Committee. They shall be a member of the Labor Management and Local Negotiating Team. They shall be a delegate to the State and National Conventions, by virtue of their office. They shall work at the direction of the General President and they shall perform all other duties that may be delegated to them by the General President. Their salary shall be $\frac{$250.00 \text{ per month}^{129}}{129}$, plus all necessary expenses, and paid LWOP time, subject to approval by the Executive Board. They shall be elected by the General Membership of the Motor Vehicle Service (MVS) Craft

SECTION 3: DIRECTOR, MAINTENANCE CRAFT:93

The Maintenance Director shall be a member of the Executive Board. They shall be responsible for representing the members of their craft and APWU members. They shall be responsible for the pursuing of grievances. They shall be a Steward, but not be a Chief Steward. They shall coordinate, educate/train and communicate with their stewards on a regular basis. They shall coordinate Steward Training Seminars as needed and/or directed by the General President. They shall be a member of the Grievance Committee. They shall be a member of the Labor Management and Local Negotiating Team. They shall be a delegate to the State and National Conventions, by virtue of their office. They shall work at the direction of the General President and they shall perform all other duties that may be delegated to them by the General President. Their salary shall be **\$250.00 per month**¹²⁹, plus all necessary expenses, and paid LWOP time, subject to approval by the Executive Board. They shall be elected by the General Membership of the Maintenance Craft.

SECTION 4:

It shall be the duty of all Officers, Chief Stewards and Stewards to promote unity and cooperation among all APWU Members, and they shall be in agreement with the Union at all times. Any differences of opinions or policies among officers or APWU Members shall be subject to be resolved by the Executive Board.

SECTION 5:

It shall be the duty of Chief Stewards and Stewards to attend Grievance and General Business Meetings.

SECTION 6: CHIEF STEWARD⁴⁰

All Chief Stewards shall assist and advise stewards in presenting and adjusting grievances, and such other duties as may be assigned to them. Their salary shall be stewards' pay *(\$156.00) plus \$31.00 per month*¹²⁹, paid leave of choice⁴¹ time, plus all necessary expenses, subject to the approval by the Executive Board. They shall be recommended by the Craft Director and appointed by the General President.

SECTION 7: STEWARDS:

All Stewards shall present and adjust grievances. They shall submit grievance information to their Chief Steward for any grievance submitted to management. They shall perform such other duties as prescribed to them by the General President and/or their Craft Director. Their salary shall be **\$156.00 per month**¹²⁹, paid leave of choice⁴² time, plus a" necessary expenses, subject to approval by the Executive Board. They shall be recommended by the Craft Director and appointed by the General President.

SECTION 8: ALTERNATE STEWARDS:

All Alternate Stewards shall be paid \$79.00 per month.129

SECTION 9: DIRECTOR OF RESEARCH AND EDUCATION:

- (A) The Director of Research and Education shall be a member of the Grievance Committee.⁴⁴ They shall research arbitration cases, handbooks and manuals. They shall prepare material to assist stewards in documenting grievances when such request are made.⁸⁵ They shall be appointed by the General President subject to the approval of the Executive Board. Their salary shall be up to <u>\$19.00</u> <u>per hour¹²⁹</u> up to 20 hours per week.
- (B) They shall work at the direction of the General President and shall perform all other duties that may be delegated to them by the General President.⁴⁵

ARTICLE 9 - INSPECTION OF RECORDS

All records of this Local shall be subject to inspection at any time, either by the Trustee Board, Special Committee appointed by the General President, or by a Committee elected by the members at a Regular Membership Meeting or Special Meeting. All records shall be kept in the Union Office under lock and key.

ARTICLE 10 - OFFICER NOMINATION AND ELECTION

SECTION 1:

- (A) Any member may be placed in nomination for any craft office or General Office. Prior to the nomination of candidates for the Triennial Election, the membership shall determine whether to use the Local Election Committee or delegate the complete responsibility to an impartial, qualified organization, whether it is a profit or non-profit organization. If the membership votes to use the Election Committee, Section 3 of Article 10 shall be followed.⁴⁶
- (B) To run for an elected officer position within the Indianapolis Area Local APWU, all candidates must sign the following Declaration of Eligibility and provide it to the Election Chairperson prior to the close of the February Union Meeting in the year of elections. Elections of officers and delegates within the Indianapolis Area Local will be conducted every three (3) years. There are eight (8) meeting requirements in the preceding year to attend the State and National Conventions; however, in the year that elections of officers are conducted at the State Convention, there will be no meeting requirements for the preceding year, for the State Convention only. The maximum number of all delegates to either convention shall be twenty (20) including those that go by virtue of their office.⁴⁷ Nominations will be held in February, ballots will be sent and returned in March. Installation of officers will be in April of every local officer election year. To run for an elected officer position, you do not have to meet any attendance requirements; however, once elected, the current constitutional requirements apply.

DECLARATION OF ELIGIBILITY

I HAVE NOT DURING THE PAST YEAR VOLUNTARILY HELD FOR THE EQUIVALENT OF ONE PAY PERIOD A MANAGERIAL, SUPERVISORY OR EAS POSITION WITH THE RESPONSIBILITY FOR ISSUING OR RECOMMENDING DISCIPLINE, OR APPLYING OR INTERPRETING THE NATIONAL AGREEMENT

SECTION 2:

At the October Union Meeting preceding¹¹⁰ the election year⁴⁸, the General President will appoint an Election Chairperson and the Election Committee Members. The Committee should be comprised of a minimum of five (5) Local union members. Each craft shall have the opportunity to be represented. The members must consist of individuals who are not running for an elected office. The Chairperson will be responsible for announcing and receiving nominations of officers. Nominations will be accepted by written request and should include the intention to accept the nomination beginning in January in advance of the February meeting¹¹¹. He/she will also be responsible for presenting Election information concerning companies and costs to handle the election to the February meeting prior to the opening of nominations. The committee will be responsible for overseeing the entire process and maintaining the security of the ballots at all steps of the procedure. The election rules shall be conducted in accordance with the standards of the Department of Labor and shall be voted on by the members in attendance at the February meeting. Within one (1) week after the close of nominations, the Chairperson will issue a bulletin with the names and desired position of all candidates. The Chairperson will be responsible for seeing that the notice of nominations and subsequent election rules are published in the appropriate edition of the INDY INFO.

SECTION 3:

It shall be the duty of the Election Committee to take charge of the Election and provide a sufficient number of ballots. They shall be responsible for the safekeeping of all envelopes and official membership lists encompassing a said election until the Election Committee's report is accepted by the membership.

The Election of Delegates to the National convention will be held the same time as the General Election of Officers; however, those elected as paid delegates must still meet the meeting requirements in the preceding⁴⁹ year. If a delegate fails to meet the meeting requirements in the preceding⁵⁰ year, the next eligible alternate will go in their place. After elected, any Executive Board Member who fails to attend both two (2) consecutive Executive Board Meeting and/or General Membership Meetings will be removed from office. All Executive Board Members will be required to attend eight (8) meetings per year or will be removed from office. The exceptions being long term illness where no vacancy can be temporarily filled and for official union business, subject to Article 15.⁵¹

SECTION 4:

No member shall vote by proxy. Write-in votes shall not be valid, counted or considered. Any unopposed candidate duly qualified under Article 10, Section 1, after nomination for any Craft or General Officer has been closed for that office, shall be declared elected and their names shall not appear on the ballot.

SECTION 5:

- (A) There shall appear on the face of the ballot such instructions as are necessary to ensure an understanding of the manner in which it may be properly marked to be recorded as a valid vote. The ballot shall bear the names of all regularly nominated candidates in the order drawn by lot at the February Meeting, and all names shall be printed with the same size and style of type. All ballots must bear the Printer's individual Union Trade Label to ensure not only Union Printing, but also positive identification to avoid fraudulent ballots.
- (B) There shall be two (2) separate ballots mailed to each voting member: one (1) General Ballot, marked General Ballot; and one (1) Craft Ballot, marked (name of Craft) Craft Ballot, of candidates for Craft Offices of that particular Craft and sent only to members of that particular Craft. Letter instructions shall accompany each ballot mailed.
- (C) The outside envelope shall state APWU Official Ballot.

SECTION 6:

At the Triennial Election, the members of the Election Committee shall be provided by the Membership/Insurance Coordinator with a complete list of members in good standing who are eligible to vote. Only active members may vote. Every active member, to be eligible to vote, must have paid the previous December dues by the First General Membership meeting in February and also dues previous to December, and furthermore, no active member shall receive a ballot unless they have paid at least one (1) month's dues, or signed an 1187 and accepted into membership at the Nomination Meeting prior to nominations. These restrictions to apply to members taken in between December and time of election.

SECTION 7:

The Triennial Election of the Officers of the American Postal Workers Union shall be conducted by mail.

SECTION 8:

By the close of the February Union Meeting, all nominated candidates must declare by voice or in writing their intention to accept or decline their nomination to an elected position in this Local. If by the close of the meeting a nominated candidate has not accepted or declined, their name will be stricken from nomination.¹¹² All candidates must declare eligibility in writing by the close of the February Union Meeting. Declarations of Eligibility will be available beginning in January at the Union Office.⁸⁹

ART. 10.9.

SECTION 9:

All election records, including all ballots, must be preserved for a period of one (1) year. The Election Committee shall turn over to the Recording Secretary and Trustees all records for safekeeping. After one (1) year from the date of election, the Recording Secretary shall instruct the Trustees to destroy the Election Records and Ballots.

SECTION 10:

A plurality shall elect to office. In case of a tie vote, the candidates tied shall cast lots for the election.

SECTION 11:

All current officers of this Local shall hold office until the date of Installation, which shall be the first of April.¹¹³ During the interim period, the outgoing officer shall work with their successors to ensure a more orderly transition. The President elect shall be paid up to 80 hours of lost time to shadow the outgoing President to ensure that he/she is current with local union affairs and an orderly transition.¹¹⁴

SECTION 12:

Delegates from this Local to the Central Labor Council and State AFL-CIO Convention shall be the Central Labor Representatives. Central Labor Council Representatives shall be appointed by the General President within one (1) month after taking office.

SECTION 13:

No nominated member may be a candidate for more than one (1) elected office in this Union.

SECTION 14: Nominations of officers and delegates to the State⁵³ and National Conventions shall be held at the regular General Membership Meeting in February in the election year.⁵⁴ Officers and delegates to State and National Conventions shall have attended eight (8) meetings in the last preceding year and must not be delinquent in their dues. Any officer who is a delegate by virtue of their office must also comply with the meeting requirements; however, language in Article 10, Section 1 (8) shall apply to State Delegates only.⁵⁵

SECTION 15: Delegates of the Local attending conventions and authorized conferences or meetings shall have their minimum compensation computed as follows:

- (1) Air Coach rates, where time and distance makes this mode practical;
- (2) Other rates where necessary will be actual expenses.

Any additional expenses incurred by delegates may be authorized by action of the Executive Board upon submission of proof of such necessary additional expenses. Individual hotel receipts must be submitted to the General Secretary-Treasurer for any over-night stay. Anyone not submitting the requested receipts (within 30 days) must reimburse the Local all monies advanced by the Union, subject to the appeal to the Executive Board and General Membership.

SECTION 16: Delegates shall report to the General President or the highest official present at the start of the official activities each day and must be in attendance for the duration of the activities for that day. Any delegate not attending the daily meetings, without a valid excuse, will be required to reimburse the Local a prorate share of monies advanced for the trip. If a delegate is unable to attend the full convention, they shall submit their reason to the Executive Board and the General Membership at the next General Membership Meeting following their return. The General membership will make the final determination concerning reimbursement to the Local.

SECTION 17: The membership shall declare elected and invest with voting rights the maximum number of delegates allowed under the State and National Constitution; however, at the nomination meeting, the membership shall determine the total number of delegates to both conventions that shall attend at the expense of the Local. The remaining delegates shall attend the convention at their expense.

ARTICLE 11 - STANDING COMMITTEES

SECTION 1:

There shall be Standing Committees within this Local, to be known as:125

Sick Committee Legislative Committee Entertainment Committee Budget Committee Safety Committee Election Committee Chaplain Committee Constitution Committee Grievance Committee⁵⁶ P.O.W.E.R. Committee¹¹⁵ Young Employees Committee¹¹⁵

SECTION 2: Members of said committees shall be appointed by the General President at the beginning of their term of office and shall hold such position until the following election or until removal by the Executive Board upon recommendation of the General President. The General President shall have the power to recommend removal of any member of any committee appointed by them to the Executive Board. Committee Chairpersons shall render reports at meetings only when such subject matter is pertinent to the membership. Committees shall have charge of all business dissolving upon them and shall submit their recommendation to the Executive Board for action.

SECTION 3: The disbursement of funds of all committees shall be subject to approval by the Executive Board. The Secretary-Treasurer¹¹⁶ shall be the custodian of all funds of any committee. The Secretary-Treasurer¹¹⁶ shall keep an accurate record of all receipts and disbursements for any committee and shall be subject of audit upon ten (10) days' notice by the Chairperson of the Board of Trustees.

ARTICLE 12 - PROHIBITION

No criticism, reflection, argument or debate touching on any member's race⁵⁷, color, creed, sex, sexualorientation⁵⁸, nationality, handicap⁵⁹, political affiliation, age or religion⁶⁰ shall be allowed at any meeting of this Local.

ARTICLE 13 - BUDGETS, DISBURSEMENTS, REVENUES

SECTION 1: The fiscal year of this Local shall be from January 1 to December 31.

SECTION 2:

- (A) The Budget Committee of this Local, consisting of the General President, Executive Vice President, General Secretary-Treasurer, Membership/ Insurance Coordinator, and the three (3) Trustees, shall meet at the call of the President at least two (2) months before the end of the next fiscal year. Five (5) members shall constitute a Quorum for this meeting. The proposed budget shall be submitted to the Executive Board and the General Membership for approval no later than the November⁶¹ General Membership Meeting before the beginning of the fiscal year.
- (B) After adoption of the budget, it will be the responsibility of the Executive Board and the General Membership to adhere to the expenditure pattern contained within. If the needs of the Local should require a revision of the budget at any time during the fiscal year, it may only be revised by the Budget Committee, subject to approval by the General Membership.

(C)<u>At the discretion of the General President, he/she may spend up to \$800.00</u> between General Membership meetings after polling and approval of the majority of the Executive Board¹³⁰.

SECTION 3: Disbursement of all money received by this Local shall be made by the General Secretary-Treasurer. For budgeting purposes, the following shall be established:

(A) Per Capita(F) Education(B) Building(G) Contingency Reserve(C) Convention(H) Entertainment(D) Negotiation(I) General Fund(E) Office Equipment(J) Salaries

ARTICLE 14 - TERM OF OFFICE

SECTION 1:

All officers shall hold their official position three (3) years or until such time as their successors have been duly elected and qualified.⁶²

SECTION 2:

After elected, any Executive Board Member who fails to attend both two (2)⁶³ consecutive Executive Board Meeting and/or General Membership Meetings will be removed from office. All Executive Board Members will be required to attend eight (8) meetings per year or will be removed from office. The exceptions being long term illness where no vacancy can be temporarily filled and for official union business, subject to the provisions of Article 15.⁶⁴

ART. 14.3.

SECTION 3:

In case any elected officer resigns or becomes unable to perform their duties or is removed from office, their office shall be declared vacant at the first Regular General Membership Meeting following such resignation or disability or removal and be filled by appointment (within thirty {30} days) by the General President, subject to approval by the Executive Board.⁷¹ Letters of resignation shall be directed to the General Executive Board. Must fulfill same criteria as is set for members running for office.

SECTION 4:

Any Executive Board Members, including Trustees, who are absent from any Executive board and/or General Membership Meeting shall have their pay withheld the following month, until acceptable documentation for their absence is received and approved by the Executive Board.

ARTICLE 15 - RECALL

There shall be no recall provisions. Removal of officers is governed by Article 15 of the National Constitution.⁶⁵

ARTICLE 16 - AMENDMENTS

SECTION 1:

- (A) The General President shall appoint a Constitution Committee of no less than five (5) members, one from each Craft, for the purpose of reviewing proposed amendments to the Constitution. Proposed Amendments will be submitted to the Committee for consideration no later than twenty (20) days prior to the Regular Business Meeting at which the amendments would be offered. The committee shall report on all proposed amendments at the Business Meeting next following the submission of the proposed amendments. Any member who submits an amendment shall get a report from the Committee at least five (5) days before the regular meeting. If the Committee Report is unfavorable, the person submitting the proposed amendment shall reserve the right to submit it, notwithstanding the Committee Report.
- (B) Within fifteen (15) days following the second reading, copies for posting shall be made and sent to each of the classified stations, sections and craft areas.
- (C) Each proposed change shall be advertised in this Local's official publication, the Indy Info.⁸⁶
- (D) Reading and voting on proposed amendments to the local Constitution and/or By-Laws shall be the first order of business after the Reading of the Minutes.⁸⁷

SECTION 2:

A two-thirds (2/3) majority of those voting shall be required to amend the Constitution or the By-Laws.

ART. 16.3.

SECTION 3:

If rejected, the proposition shall not be considered for six (6) months.

SECTION 4:

All amendments to the Constitution will be printed in the INDY INFO after passage at the appropriate General Membership Meeting.

SECTION 5:

Executive Board shall have authority to amend the Constitution and Bylaws as necessary to remove any conflict between its provisions and those of any applicable Federal or State Law. The Board is also empowered to recommend modifying such provisions as necessary to conform to amendments adopted by the membership.

ARTICLE 17 - RECONSIDERATIONS

After an action has been reconsidered at any Regular or Special Meeting, the question is closed and cannot again be reconsidered for one (1) full calendar year from the date of its original consideration, unless so petitioned by no less than two-thirds (2/3) of the Executive Board.

ARTICLE 18 - MERGERS

SECTION 1:

Mergers with the Area Local will be conducted as outlined in the Merger Guidelines adopted by the National Executive Board of the American Postal Workers Union.

SECTION 2:

Any associate office which has merged with the IALAPWU shall be represented by an Area Coordinator, who shall be appointed by the General President.

SECTION 3:

Any existing Local which has merged with the IALAPWU and previously maintained elected and/or appointed officers shall relinquish their titles and shall hereinafter be represented by the Officers of the IALAPWU.

SECTION 4:

After receiving notification from the National that a merger has been approved, the Area Coordinator shall be appointed by the General President and shall assume the duties and responsibilities of the position.

ARTICLE 19

The Indianapolis Area Local APWU Auxiliary will receive a 1 cent per paid member subsidy per pay period to enable Auxiliary Members to attend the State and/or National Convention,⁶⁶ when the Local Auxiliary Chapter becomes/remains active.¹¹⁷

BY-LAWS

ARTICLE 1 - ORDER OF BUSINESS

The following shall be the order of business at Regular Membership Meetings:

- 1. Opening
- 2. Roll Call of Officers
- 3. Recording Names of Members Present
- 4. Reading of Minutes of Previous Meeting
- 5. Constitution/By-Laws Business⁸⁸
- 6. Introduction of New Business
- 7. Proposition for Membership
- 8. Election of Members
- 9. Report of Officers:

(A) General President

(B) Recording Secretary

(C) Membership/Insurance Coordinator

(D) Craft Directors

(E) Secretary-Treasurer

10. Report of Committees:

- (A) Legislative
- (B) Organization
- (C) Central Labor Council (Delegate)
- (D) Grievance
- (E) Attendance

(F) Sick

- (G) Entertainment
- (H) Press
- (I) Local Publicity
- (J) Indy Info
- (K) Special Committees
- 11. Reading of Correspondence and Action Thereon
- 12. Reading and Allowing of Bills
- 13. Unfinished Business
- 14. Nomination of Officers or Delegates, Installation
- 15. New Business
- 16. Good of the Local
- 17. Adjournment

ARTICLE 2 - AUTHORITY

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

ARTICLE 3 - VACANCIES

During the temporary absence of any Officer, the General President shall appoint a member to fill the vacancy pro temp.

ARTICLE 4 - REINSTATEMENTS

Any member in arrears three (3) months in payment of their dues or assessments shall be

dropped from the membership rolls, and after four (4) months shall be dropped from the membership unless by special action of this Local that they be retained in membership.

ARTICLE 5 - DISPOSAL OF RECORDS

All obsolete records of this Local shall be filed with the Trustees and such records shall not be destroyed except by act of the Local.

ARTICLE 6 - AMENDMENTS

The By-Laws may be amended in the same manner as the Constitution.

Footnotes:

1. Change required to be consistent with the APWU National Constitution. As amended in convention August 27, 2004.

2. Passed September 14. 2004

- 3. Passed June 13,1992
- 4. Passed June 13,1992
- 5. Change required to be consistent with the APWU National Constitution. As amended August 16, 2002.
- 6. Passed November 11, 2001
- 7. Passed as pririted in the "Indy Info" July 1994
- 8. Passed as printed in the "Indy Info" . September 1993
- 9. Removed Mailhandler 6-13-92
- 10. Removed Special Delivery 11-14-08, added Assistant Clerk Craft Director 8-14-99
- 11. Passed as printed in the "Indy Info" . July 1994
- 12. Passed as printed in the "Indy Info" June 13, 1992 13. Passed as printed III the "Indy Info" June 13, 1992
- 14. Deleted "They shall be a steward" as printed in the "Indy Illfo" June 13, 1992
- 15. Passed September 14, 2004 . president's salary increase 16. Passed as printed in the Indy Info June 13, 1992
- Passed as printed in the Indy Info September 1993
 Passed as printed in the Indy Info June 13, 1992
- 19. Passed September 14, 2004
- 20. Passed September 14, 2004
- 21. Passed November 14, 1998
- 22. Old Section 7.3.B deleted and C renumbered B 23. Passed as printed in the Indy Info June 13, 1992
- 24. Passed as printed in the Indy Info June 13, 1992
- 25. Passed as printed in the Indy Info June 13. 1992
- 26. Passed June 13, 1992
- 27. Passed November 18, 2000
- 28. Passed June 13. 1992
- 29. Passed June 13. 1992 (added "16 hours LWOP"; deleted "plus thirty ... Publication Fund")
- 30. Passed June 13, 1992
- 31. Passed June 13, 1992 (deleted "plus thirty ... Publ.ication Fund")
- 32. Passed November 14, 1998
- 33. Passed June 13, 1992
- 34. Passed June 13, 1992 (deleted "They shall be a steward" and Section 8.1.IC): Chief Steward, Stations)
- 35. Passed8.14-99
- 36 Passed 11-14-98
- 37. Passed June 13, 1992 (deleted "They shall be a steward") 38. Passed June 13, 1992 (deleted "They shall be a steward")
- 39. Section 4: Special Delivery Director [fn.9], Section 5: Mailhandler Director removed [fn.10] and Section 6 moved to General President description) [fn.13] [see footnote above].
- 40. Passed June 13,1992 (deleted "GMF"; change "LWOP" to "leave of choice"; remove "subject to approval by the Executive Board") 41. Passed June 13,1992 (deleted "GMF"; change "LWOP" to "leave of choice"; remove "subject to approval by the Executive Board")
- 42. Passed June 13.1992 (change "LWOP" to "leave of chOICe"; remove "subject to approval by Executive Board")
- 43. Removed with passage of 94 below.

44. Passed 11-14-98

- 45. Passed 11-14-98
- 46. Passed June 13, 1992 (deleted first sentence)
- 47. Passed June 13,1992
- 48. Passed June 13, 1992
- 49. Passed June 13. 1992
- 50. Passed June 13, 1992
- 51. Passed June 13,1992
- 52. Passed June 13, 1992: deleted with change in footnote #70 (04/17/2007)
- 53. Passed June 13, 1992
- 54. Passed June 13, 1992
- 55. Passed June 13, 1992
- 56. Passed June 13, 1992
- 57. Passed June 13, 1992
- 58. Passed June 13, 1992
- 59. Passed June 13, 1992
- 60. Passed June 13, 1992
- 61. Passed 5-11-2004
- 62. June 13, 1992 (removed "to begin in 1987")
- 63. Passed June 13, 1992
- 64. Passed June 13, 1992
- 65. Change required to be consistent with the APWU National Constitution. As amended August 16, 2002.
- 66. As printed in the Indy Info- September 1993
- 67. Passed April 14, 2007. delete first two paragraphs, insert. to bring into compliance with the State and National Constitutions
- 68. Passed April 14, 2007 . add obligation for appointees obligation as there was none in place
- 69. Passed April 14, 2007 add language to mirror the National Constitutional Preamble and Members' Bill of Rights
- 70. Passed April 14, 2007 after "the first" insert Pay Period in April because of between pay periods & cause problems with USPS data center
- 71. Passed Apr il 14, 2007 add comma after General President and delete "by recommendation of the Executive Board"
- 72. Passed October 13 2007
- 73. Changed January 11, 2011
- 74. Passed January 10, 2012 moved language from previous paragraph 75. Passed January 10, 2012 added reference
- Passed January 10, 2012 added "provided by the President and/or Secretary Treasurer"
 Passed January 10, 2012 added "the Indy Info"
- 78. Passed January 10, 2012 added language "To qualify...the publication"
- 79. Passed January 10, 2012 deleted language "the pursuing of grievances" added " enforcement of the contract through the grievance procedure"
- 80. Passed January 10, 2012 removed reference to "Research and Education Director" added "or as directed by the General President"
- 81. Passed January 10, 2012 same as footnote 79
- 82. Passed January 10, 2012 same as footnote 80
- 83. Passed January 10, 2012 same as footnote 79
- 84. Passed January 10, 2012 same as footnote 80

85. Passed Jauuary 10, 2012 - deleted "They shall coordinate..." (through) "...once a month." Added "when such request are made"

86. Passed January 10, 2012 - deleted "monthly" and added "the Indy Info"

- 87. Passed January 10, 2012 added "(D) Reading and voting on proposed amendments...first...after Reading of the Minutes"
- 88. Passed January 10, 2012 added language "Constitution/By-Laws Business" and renumber

89. Change January 11, 2011 was improper and is restored to previous language as voted and accepted previously by the membership as required. Ref footnote 73

 Passed November 8, 2016 – Added website maintenance to Editor and provided funding for website.
 Passed November 8, 2016 – Remove Art 7, Sec.12 and move to Art 8, Sec 1.C and add Art. 8, Sec1.D for Clerk Directors, effective with 2017 elections.

92. Passed November 8, 2016 - Update language and salary for MVS Director, effective with 2017 elections.

93. Passed November 8, 2016 - Update language and salary for Maintenance Director, effective with 2017 elections.

94. Passed November 8, 2016 - as amended, effective October 1, 2016, raise salaries (except President) of all officers and stewards 25% rounded to next highest dollar.

95. Passed November 8, 2016 - Added language to pay in lieu of lost time, previously standing motion.

96. Passed November 8, 2016 - Added language defining duties of Associate Editors and changed method of appointment, including other crafts and retirees

97. Passed November 8, 2016 - Added new language to define pay for full time retiree members serving the union, renumber to Art 7. Sec 12.

98. Passed November 8, 2016 - Change "Meetings" to "General Membership Meetings'

99. Passed November 8, 2016 - Added language to define Tuesday meetings.

100. Passed November 8, 2016 - Moved Art. 5 Sec 2 to Art. 4, Sec 2.B, (language originally passed and printed in "Indy Info" Sept. 1993 [fn. 8]) 101. Passed November 8, 2016 – Added language to define Special Meetings, postings, and require minutes.

102. Passed November 8, 2016 - Added "Executive Board"

103. Passed November 8, 2016 – Changes absence policy and documentation requirements.

Passed November 8, 2016 – Modified language in Art. 7, Sec. 4.A, B, C.
 Passed November 8, 2016 – Modified language in Art. 7, Sec. 5.A and C. and added Sec 5.B to include language from Art.10, Sec 9.
 Passed November 8, 2016 – Modified language in Art. 7, Sec 6.B and D. and added Sec. 5.C to include language from Art.10, Sec.9.

107. Passed November 8, 2016 - Modified language in Art.7, Sec.7.A, and added language creating Sec.B, and C.

108. Passed November 8, 2016 - Modified language in Art.7. Sec. 8 including reference to APWU Nat'l Constitution.

109. Passed November 8, 2016 - Modified language in Art.7, Sec. 9 and added title "GENERAL OFFICERs/STEWARDS"

110. Passed November 8, 2016 - Changed appoint to election committee to the month of October preceding the election year.

111. Passed November 8, 2016 - Allows for nominations to made in writing and be accepted starting in January by the election committee prior to the February nomination meeting in the election year.

112. Passed November 8, 2016 – Language previously changed in Art.10, Sec 8 (noted in [fn. 89]) re-affirmed by membership vote. 113. Passed November 8, 2016 – Change to be effective the first of April for all officers.

114. Passed November 8, 2016 - Added language to provide for transitional salary of 80 hours for President elect.

- 115. Passed November 8, 2016 Added P.O.W.E.R. Committee and Young Employees Committee, deleted Scheme and Parking Committee.
- 116. Passed November 8, 2016 Change responsible party to Secretary/Treasurer from Membership/Insurance Coordinator.
- 117. Passed November 8, 2016 Auxiliary funding process revised until active.

118. Change March 22, 2018 as required to be consistent with the APWU National Constitution (as amended August 25, 2016).

119. Passed April 13, 2019 - Added language to create Assistant to the Secretary/Treasurer

120. Passed April 13, 2019 - Change title from OWCP Director to Human Resource Director, added additional duties from National Constitution

121. Passed April 13, 2019 - Added third category of membership (Retire from employment and maintain full membership/per capita/local dues)

122. Passed April 13, 2019 – Added language from Article 10, Section 6 to Membership/Insurance Coordinator

123. Passed April 13, 2019 - Removed the Trustees from the Executive Board, effective with the 2020 elections. 124. Passed April 13, 2019 – As amended, change to limit LWOP for state and national conferences/seminars

125. Passed April 13, 2019 - Removed Human Relations Committee, Membership Committee and Automation Committee

126. Passed April 13, 2019 – Change General Officers and Stewards (except President) to bi-monthly with option for check or direct deposit. 127. Passed April 13, 2019 – Modified language to "Compensation" in lieu of LWOP for full dues paying retiree members.

128. Passed January 14, 2020 – Changed to add LWOP for state and national conventions 129. Passed January 10, 2023 -- Effective October 1, 2022, raise salaries (except President) of all union official's salaries will be increased by 25% rounded to next highest dollar.

130. Passed January 10, 2023 - added discretion for the General President to spend up to \$800 between General Membership meetings with EBoard polling and approval.