CONSTITUTION AND BY-LAWS OF THE ST. LOUIS GATEWAY DISTRICT AREA LOCAL AMERICAN POSTAL WORKERS UNION AFL-CIO AS AMENDED June 2025

THE ST. LOUIS MISSOURI LOCAL OF THE AMERICAN POSTAL WORKERS UNION, AFL-CIO, was organized in November 1971 by merger of the following crafts:

Local 8 of the United Federation of Postal Clerks

Local 16 of the National Federation of Post Office Motor Vehicle Employees Local 55 of the National Association of Special Delivery Messengers

Local 37 of the National Association of Post Office and General Services Maintenance Employees all affiliated with the AFLO-CIO.

In December, 1977, the Local received a new charter as an Area Local under the title ST. LOUIS GATEWAY AREA LOCAL APWU. Since that time the Local has acquired a new Craft with the merger of the St. Louis Postal Data Center, Local 7025, APWU, and continues to grow through mergers with other locals.

On June 7, 1992, a merger was completed between the Hazelwood Missouri Area Local and the St. Louis Gateway Area Local to form the ST. LOUIS GATEWAY DISTRICT AREA LOCAL.

TABLE OF CONTENTS:

Article 1 – The Local

Article 2 – Objectives

Article 3 – Membership

Article 4 – Fees, Dues, and Assessments

Article 5 – Representation

Article 6 - Officers, Nominations, and

Elections

Article 7 – Duties of Officers

Article 8 – Prohibitions

Article 9 - Recall of Officers

Article 10 – Meetings

Article 11 – Succession of Officers and

Vacancies

Article 12 – Resolutions

Article 13 – Amendments

Article 14 - Officers and Steward

Benefits

Bylaws

Article I – Order of Business

Article II – Amendments

Article III - Ballots

Article IV – Rules of Order

Article V – Funds-Bonds

Article VI – Applications

Article VII - Committees

Article VIII - Transitions

Article IX – Power

ARTICLE 1 The Local

SECTION 1. NAME

The name of this organization shall be shall be the ST. LOUIS GATEWAY DISTRICT AREA LOCAL of the American Postal Workers Union, AFL-CIO: hereinafter referred to as the Local.

SECTION 2. JURISDICTION

ST. LOUIS GATEWAY DISTRICT AREA LOCAL, APWU, claims jurisdiction over all public and private postal and mail handling operations including, but not limited to, sorting machines (first, second, and third class, parcel post, sack, etc.) all areas and levels of postal maintenance, motor vehicle service and maintenance, all mobile transport services and special delivery of mail, and all technical advancement in the area of mail processing.

ST. LOUIS GATEWAY DISTRICT AREA LOCAL, APWU, also claims jurisdiction in all areas of public and private personnel, accounting technicians, mailbag depositories and supply centers at all non-supervisory levels and grades of public and private Postal Services which are directly or indirectly involved in mail handling and Support Services in the St. Louis Metropolitan area.

ARTICLE 2 Objectives

SECTION 1.

It shall be the objective of the Local to secure through collective bargaining and legislative effort, a better standard of living and working conditions for the members of the Local.

SECTION2.

The Local affirms its belief in a single industrial union of all postal workers in non-supervisory levels. The Local will make every effort to bring into being a single industrial union of all postal workers by mergers with other postal unions and by continuing intensive, allout organizing campaigns reflecting the American Postal Workers Union philosophy.

SECTION 3.

The Local will vigorously oppose any labor unions outside of the Postal Service moving into the Postal Service field.

SECTION 4.

The Local will continue:

- A. To organize the unorganized.
- B. To unite within one organization, regardless of sex, race, age, creed, color, religion, sexual orientation, political affiliation, or nationality, all employees under the jurisdiction of the Local.
- C. To educate our membership in the history of the Labor Movement and to develop an intelligent and dignified membership; to work and vote for the election of political candidates who favor the passage of legislation to improve the welfare and interest of all Labor; to work for the repeal of all laws which are unjust to Labor's movements, goals, and welfare.
- D. To support and engage in legislative, political, civic, educational, welfare, and other activities which further, directly or indirectly, the joint interest of

the membership of this union and the improvement of the general economic and social conditions in the United States of America.

SECTION 5.

The Local will work as an autonomous local union with the American Federation of Labor Congress of Industrial Organizations, together with other national, state, and local union councils for the solidification of the entire Labor movement.

ARTICLE 3 Membership

SECTION 1.

Any bargaining unit employee, regardless of level or grade, within the jurisdiction claim of this Local is eligible for membership. Those accepted for membership shall pay full per capita tax plus dues and assessments levied by the Local and/or National Office, APWU.

SECTION 2. No person eligible under the above provision shall be denied membership because of race, color, creed, sex, sexual orientation, nationality, handicap, political affiliation, age, or religion.

SECTION 3.

The executive Board of this Local, with the approval of those in attendance at a General Membership Meeting, shall have the power to confer honorary memberships.

SECTION 4.

Members of the Local who retire from the Postal Service may maintain full membership with all rights of such membership by continuing to pay full per capita taxes, plus dues and assessments levied by the Local and National APWU.

ARTICLE 4 Dues, Fees and Assessments

SECTION 1.

A. All applications for membership shall be made on PS Form 1187, and dues shall be paid by payroll deduction. Members who are not subject to payroll deduction shall pay their local dues in full (annually) by January 31 or pay semi-annually (half by January 31 and the other half by June 30) in order to remain a member in good standing. In the general officer election year, members who are not subject to payroll deduction shall pay their annual local dues in full by January 31 to be eligible to run for office and / or vote in the election. The national office will send members separate bills for national dues.

The dues of the local shall be \$12.56 per month plus per capita taxes and assessments levied on the local by those organizations which the local is affiliated. The local dues shall increase in accordance with the provisions of Article XVI Section 2, of the National Constitution and Bylaws of the American Postal Workers Union.

B. All members shall be required to pay any additional assessments, dues increase, or per capita tax

- increase levied by the Local and/or National Office, APWU.
- C. A member will not be considered in good standing if that member is delinquent in dues payments. 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 deduction are made is insufficient to permit such dues deductions, by reason of illness, injury, pregnancy leave, lay-off, disciplinary suspension, lockout or strike. Any member, whose dues are delinquent three (3) months, shall be dropped from the rolls of the Local after 30 days written notification of delinquency and amount due. Proper notices will be sent by the Secretary-Treasurer to National Office, APWU Health Director. **APWU** and Editor-In-Chief of the Press On of the Local for the removal of his/her name from their rolls.

SECTION 2.

No general or special assessment shall be levied upon the membership except: (A) in the case of a local organization, (I) by majority vote by secret ballot of the members in good standing voting at a general or special membership meeting, after reasonable notice of the intention to vote upon such question, or (ii) by majority vote of the members in good standing voting in membership referendum conducted in secret ballot.

ARTICLE 5 Representation

SECTION 1.

The Local shall be represented in the State and National American Postal Workers Union Conventions.

SECTION 2.

Members of the Executive Board by virtue of their position shall be elected delegates to all national and state conventions.

A. The President (Chairperson) of the APWU Retirees will be a delegate to the State and National Conventions.

SECTION 3. ELECTIVE DELEGATES

Each Craft shall be entitled to representation in State and National APWU Conventions to which the Local sends delegates on the basis of one (1) elective delegate for each two hundred (200) members or fraction thereof. The craft count will be based upon the **Membership list** two weeks before the nominating meeting. Each craft of the Local shall be entitled to at least one (1) elective delegate.

A. Associate Office members shall be entitled to elect delegates to the State and National APWU Convention on the basis of one (1) elective delegate for each two hundred (200) members or fraction thereof.

SECTION 4. DELEGATE ELECTIONS

A. The nominating meeting for convention delegates will be held in February of the convention year. Election of delegates to the State and National Convention shall be by secret ballot on the third Sunday in March at the union hall from 6 A.M. to 6 P.M.

- All delegates shall be elected by the members present and voting in their respective crafts. The Election Committee shall be in charge of the election. For special conventions, delegates shall be elected by a majority vote of the members present and voting in a General Membership Meeting.
- B. Those seeking to be delegates to the APWU National Convention must attend at least six (6) scheduled general membership meetings in the calendar year preceding the delegate election year. Members will be given credit for attending general membership meetings when the meetings are proven in conflict with travel or attendance related to active military duty, reserve military duty or required Postal training.

SECTION 5.

- A. The Local will pay for room, transportation and the GSA Accountable Plan per day for meals for State and National Conventions. The Local has the option to provide transportation (airfare or actual gas expense).
- B. When the Local sends members to an out of town seminar or other functions, the allowances so stated above may be modified and/or reduced, but only upon approval of the Executive Board or General Membership. In no case shall allowances be approved that would exceed the allowances so stated above. In accordance with this, the Local may provide transportation to such functions.

C. When the Local hosts a National or State convention when the delegates from the local are serving in an administrative capacity, or the local sends delegates to a National or State convention within the local commuting area (50 mile radius) the per diem shall be twenty-five (\$25) per day for elected delegates, unless modified and/or reduced upon approval of the Local Executive Board or General Membership.

ARTICLE 6 Officers, Nominations, and Elections

SECTION 1.

The officers of the Local shall be elected by secret ballot and shall consist of the President, Executive Vice President, Secretary-Treasurer, Director of Industrial Relations, Editor-In-Chief. Director Research & Education, Sergeant-At-Arms, Clerk Craft Director and Clerk Assistants A&B, Maintenance Craft Director and Maintenance Assistants A&B, Motor Vehicle Craft Director and Motor Vehicle Assistants A&B, Support Services Craft Director and Assistant. and Associate Office Director.

The nominating meeting will be held every three (3) years from the month of merger (June).

SECTION 2. ELIGIBILITY FOR OFFICE

- A. Eligibility for general office shall be determined by the following:
 - 1. A candidate shall be a member in good standing.

- 2. He/She shall have been a member for at least twelve (12) months immediately prior to the General Membership Meeting at which nominated.
- B. Eligibility for Craft Office shall be determined by the following:
 - 1. A candidate shall be a member in good standing.
 - 2. He/She shall have been a member for at least twelve (12)months immediately prior to the General Membership Meeting at which nominated. He/She shall be elected only by the votes of members of the craft.
- C. Eligibility for A.O. Director shall be determined by the following:
 - 1. A candidate shall be a member in good standing.
 - 2. He/she shall have been a member for at least twelve (12)months immediately prior to the General Membership Meeting at which nominated. He/She must work in, or have retired from one of the Area Offices. He/She shall be elected only by votes of members from the Associate Offices.
- D. No member shall be a candidate for more than one (1) elective position of the Local. Upon nomination each candidate must certify that they are not in violation of the prohibitions set forth in Article VIII, Section 4. Candidates who are in violation

of Article VIII, Section 4 are not eligible to be elected or appointed as an officer of the Local.

SECTION 3. ELECTION COMMITTEE

A. The Director of each Craft of the Local shall present to members present at the General Membership meeting one (1) month prior to the nominating meeting, the names of two members of his/her Craft who have been designated to be members of the Election Committee. If there is not a quorum at that General Membership meeting then the Director of each craft shall present the names of two (2) members of his/her designated to be members of the Election Committee to the members present at the nominating meeting. The Election Committee shall receive appropriate payment for time spent on the election committee. No member of the Election Committee shall be a candidate for elective office or delegate of the Local for any election for which they are supervising. Any member who voluntarily, after August 31, 1984, holds, accepts or applies for any managerial or supervisory position, EAS position or the PASS Program or any other supervisory program, for any period of time, whether one (1) day or a fraction thereof, either detailed, acting. probationary or permanently after being elected or appointed to any office, shall immediately

- vacate any office held by that member in the national, local, area local, district council, state or regional organization, any department of the APWU, the Postal Press Association, or any subordinate body of the APWU which receives financial support or uses the name of the American Postal Workers Union.
- B. Only designated members of the Election Committee shall be nominees for chairmanship of the Election Committee. The General Membership shall elect the chairman of the Election Committee by secret ballot at the nominating meeting.

SECTION 4.

The Election Committee shall assume full control of the election and have all ballots printed by a Union printer. One ballot shall be for General Offices; the second ballot shall be for Craft Officers. Ballots will be mailed to all members in good standing as of May 31st of the election year.

- A. The official ballot shall have the following:
 - 1. All ballots shall be headed:
 - OFFICIAL BALLOT
 ST. LOUIS GATEWAY
 DISTRICT AREA LOCAL,
 AMERICAN POSTAL
 WORKERS UNION, AFLCIO.
 - The general ballot shall contain the names of all candidates for general offices; the Craft ballot shall contain the names of all candidates for craft offices.

- 3. The general ballot shall be white; the Craft ballots and Area ballots shall be a different color for each.
- 4. All ballots show the date on which balloting will be concluded.
- 5. Specific and definitive instructions shall be printed on all ballots for the purpose of completing and submitting said ballots.
- 6. The names of the incumbent candidates shall be placed first on all ballots all other candidates shall be listed in alphabetical order.
- B. The official ballot envelope shall be as follows:
 - 1. There shall be one (1) mailing envelope for each member. It shall contain one (1) return envelope, one (1) blank envelope marked "BALLOT" and two (2) ballots.
 - 2. The mailing envelope shall bear the election lockbox as the return address. "Ballot Enclosed" shall be printed in bold letters in the lower left hand corner.
 - 3. The return envelope shall bear the election lockbox as the mailing address.
 - 4. Space will be provided for member's signature and it shall also bear the member's mailing address label on the back

SECTION 5. RESPONSIBILITY OF CHAIRMAN

The Chairman of the Election
Committee shall rent a lockbox at a 631
Post Office the election committee
choice. The key to the lockbox shall
remain in the custody of the Postmaster
or his representative until called for by
the Election Committee. Rental for the
lockbox shall be paid by the Local. The
chairman of the Election Committee
shall call a meeting of the Committee
not later than seven (7) days after the
nominating meeting. Amended June 14,
2025.

SECTION 6.

Not more than fourteen (8) days after the nominating meeting the Election Committee shall mail to the nominees, who are nominated for more than one position, and those nominated who are not present at the nominating meeting, a notification of their nominations by priority mail, requesting each to designate and signify the office for which he/she desires to run. Each nominee shall send his/her reply by priority mail no later than 14 days to the election committee who shall arrange to have ballots printed by a known union printer. Unopposed candidates' names will not appear on the ballot. They shall be declared elected. On or before July 14th, the Election Committee shall send out the ballots to all members according to the local mailing list. The deadline for returning ballots to the Election Committee lockbox shall be twelve (12) noon, August 8. Any completed ballots received in the lockbox after twelve (12) noon, August 8 shall not be valid, nor shall they be counted. The Election Committee will count the ballots immediately after they are picked up from the lockbox. After the election

committee officially notifies the membership of the final count, there will be a two-week transition period. Newly elected officers of the local shall be sworn in as soon as possible after the transition period. Amended June 14, 2025.

ARTICLE 7 Duties of Officers

SECTION 1.

- A. All officers of the Local shall strive to organize their time in such a manner so as to perform their duties without extra remunerations.
- B. The officers of the Local shall perform, in addition to the specific duties of their respective offices, such other duties as the President may assign.
- C. The duties of the Executive Board offices may be separated or combined only upon recommendation by the President and approval of the Executive board.

SECTION 2.

Any officer of the Local who is required to be bonded shall require such a bond at the expense of the Local.

SECTION 3.

A. PRESIDENT. It shall be the duty of the President to preside at all General Membership Meetings, Executive Board Meetings, and special meetings of the Local; he/she shall appoint all committees not provided for herein. He/she shall fill all vacancies from any cause whatsoever, subject to approval of the Executive board, until such vacancy is filled by

regular election. He/she shall be an ex officio member of all committees except the Election Committee. He/she shall be responsible for all work of the Local; and all officers of the Local shall work under his/her supervision. He/She shall countersign all checks, vouchers, and other documents made by the Local.

He/She shall have authority to interpret the Constitution and his/her interpretation shall be conclusive unless reversed amended by the Executive Board. He/She shall be a delegate to APWU national and state conventions by virtue of office and to other conventions, seminars and other union functions which concern the Local with the approval of the Executive Board. The President shall be a full-time officer. President shall be authorized to pay LWOP, overtime, change schedules and assign make-up days in order to carry out the responsibility to see that all work of the Local is performed. It shall responsibility of the President to staff the Union office in which to conduct all Union business. The staffing will be done after concurrence with the Executive Board and approval of the members present and voting at a general membership Meeting. His/her salary shall be equal to the highest grade and step on the PS or highest grade and step P on the RSC N schedule (whichever one is applicable to his/her PS Form 50), He/she shall be paid plus 10%. biweekly, advance. not in Additional expenses shall be paid only with the approval of the Executive Board. (Effective August 7, 2025).

B. **EXECUTIVE** VICE-PRESIDENT shall perform the duties of the President in his/her absence or inability to attend to the duties of his/her office. He/she shall be the Chairman of the grievance arbitration committee. He/she shall assist and direct the Craft Directors in the processing of all grievances at all levels. It shall be his/her responsibility to keep an active log on all grievances processed by this Local. He/she shall be a member of the Local Negotiating team and Board of Trustees. He/she shall countersign all checks and vouchers when the President or Secretary-Treasurer is unable to perform their duties. His/her salary shall be equal to the second highest grade and step on the PS schedule. (Effective August 7, 2013.)

SECRETARY-TREASURER. The Secretary-Treasurer shall keep accurate accounts, using approved methods of accounting and bookkeeping, of all monies, dues, interest. assessments and collected and disbursed by the Local; these records shall be available to recall and review. The Secretary-Treasurer shall secure and deposit all monies in a Charter Bank and/or St. Louis Postal Employees Union to bear interest or dividends: and shall make all disbursements by check, draft or money order, and shall countersign all checks, pay all bills. refunds. expenses allowances sanctioned by the Local. The Secretary-Treasurer shall release all books, records, and receipts to the Board of Trustees and/or public

accounting firm as required by law, this Constitution, the President, or the Executive Board; shall submit, itemized written reports of financial transactions and account balances of the Local each month and quarterly statements of deposits withdrawals of all accounts of the Local at the General Membership Meeting. In January of each year he/she shall release all financial records for audit by a public accounting firm selected by the Executive Board. In January of each year the Secretary-Treasurer shall be responsible for holding the Local to the dictates of the annual budget, and shall report any and all deviations to the Board of trustees. The Secretary-Treasurer shall be bonded and shall become a notary public at the expense of the Local. The Secretary-Treasurer shall keep a record of all dues and per capita taxes of the members. He/she shall submit an annual report of the dues and per capita taxes of cash paying members of the Local to the National Secretary-Treasurer and to the Local in February of each year. Secretary-Treasurer shall make and keep a record of the minutes of the Executive Board and Membership Meetings. He/she shall notify all members of the Executive Board of all Executive Board meetings. He/she shall be paid a salary equal to the second highest grade and Step P on the PS schedule. (Effective August 7, 2013.)

D. **DIRECTOR OF INDUSTRIAL RELATIONS.**He/she shall co-ordinate all labor management, safety and health grievance committee and step 2 grievance meetings. He/she shall be

responsible for maintaining grievance forms and for maintaining a log of all local arbitration cases. He/she shall maintain all records related to NLRB charges filed by the local and against the local. He/she shall be the local's representative in proceedings related to OWCP, EEO, and MSPB. He/she shall assist with of phases the grievance arbitration procedures in all crafts. He/she will be a member of the local negotiation team for all crafts. He/she shall perform other duties as assigned by the President. He/she shall receive arbitration training. He/she shall receive lost time payment with the approval of the President.

E. EDITOR-IN-CHIEF. The Editor-In-Chief by virtue of this office. elected shall be the chairperson of the PRESS ON POLICY COMMITTEE. With the President he/she as the ex-officio member, only, with Executive Vice-President he/she, plus the other members of the crafts, so as to make the committee five (5) or seven (7) in number so as to prevent a tie, or deadlock in the voting power. AND that the Editor-In-Chief he/she shall be the only person in charge of the physical makeup, or paste-up of the publication PRESS ON. AND that the Editor-In-Chief or the President shall be the only authorized person that shall release the final galleys to the printer for publication. Editor-In-Chief shall receive 10% of the advertising revenues of the PRESS ON. He/she shall receive lost time payment with the approval of the President.

F. **SERGEANT-AT-ARMS.** It shall be the duty of the Sergeant-At-

Arms to assist the President in preserving order at General Membership and Executive Board Meetings, maintain the attendance record, perform count of voting decisions, perform other duties as may be assigned by the President and serve as Local Parliamentarian. He/she shall receive lost time payment with the approval of the President.

G. DIRECTOR OF RESEARCH, EDUCATION. He/she shall be responsible for the education and legislative programs of the Local. He/she shall conduct educational and legislative seminars on matters of interest to the National, State and Local levels with concurrence of the Executive Board or by the action of the General Membership Meeting. He/she shall submit articles to the Local publication on educational and/or Legislative matters at not less than quarterly intervals. He/she shall be the keeper of the Local's library, shall be responsible maintaining it in a current status. He/she shall keep a current roster of all stewards by name, craft, tour and location. He/she shall submit to the President the names of all stewards who have successfully completed steward training. He/she shall receive lost time payment with the approval of the President.

H. CRAFT DIRECTORS

Clerk Craft Director
Maintenance Craft Director
Motor Vehicle Craft Director
Support Services Craft Director
Each Craft Director shall assume the
timely and proper processing of
grievances arising from his/her craft
or area and such other matters that

pertain to that craft or area. He/she shall receive monthly reports from stewards and chief stewards in his/her craft or area and submit items to the Labor/Management meetings based on these reports. He/she shall receive arbitration training. He/she shall receive lost time payment with the approval of the President. He/she shall conduct monthly craft meetings. He/she shall receive a monthly salary of:

Clerk Craft \$150.00 Maintenance Craft \$100.00 MVS Craft \$100.00 Support Services Craft \$100.00

I. Associate Office Director.

The Associate Office Director shall be elected by all dues paying members in the associate offices the local represents. It shall be the responsibility of the Associate Office Director to handle all problems and grievances of the associate offices with the assistance of Craft Directors necessary). Any Associate Office stewards shall work under his / her direction. He / She shall be a member of the Associate Office Negotiating Team. He / She shall receive a salary of \$200.00 per month.

SECTION 4. EXECUTIVE BOARD

- A. The Executive Board shall consist of the President. Executive Vice-President. Secretary-Treasurer, Director of Industrial Relations, Editor-In-Chief. Sergeant-At-Arms, Director of Research Education, ALL Craft Directors and the Associate Office Director.
- B. The Executive Board shall be the highest ranking governing body of the local between general membership meetings.

ARTICLE 8 Prohibitions

For the protection of the General Membership of the Local the following prohibitions are set forth. Violations of these prohibitions are set forth. Violations of these prohibitions shall be subject to the disciplinary actions stated below.

SECTION 1.

The General Membership Meeting shall have final authority to override decisions of the Executive Board or of the President in regard to expenditures of the Local. Expenditures of the Local shall be subject to the following in accordance with the above:

A. It shall be prohibited for any officer or member of the Local to enter into any contract, loan, or promissory note, either written or verbal, involving monies or expenditures of the Local without the prior approval of the Executive Board and the majority of the members present and voting at a General Membership Meeting.

B. It shall also be prohibited for any officer or member to make a fraudulent report in connection with the items above.

SECTION 2.

- A. It shall be prohibited for any officer or member of the Local to engage in or foster any conduct or activities that would expose the American Postal Workers Union, AFL-CIO, and the Local to civil liability suit.
- B. It shall be prohibited for any officer or member of the Local to engage in or foster any conduct or activities that are contrary to the provisions of the Local Constitution and By-Laws or any federal statues or labor laws of the United States of America.

SECTION 3.

Any individual officer, member or Craft found guilty of violations of the provisions of the above shall be liable to charges and probation, suspension, expulsion, or other appropriate disciplinary action deemed necessary. In cases of violation of a federal code, the penalty prescribed therein shall take precedence over any action that would be taken by the Local.

SECTION 4.

Any postal employee eligible to be a member of the American Postal Workers Union who voluntarily holds a managerial, supervisory, or EAS position with the 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

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. Any postal employee who has submitted application a managerial. to supervisory, or EAS position with responsibility for issuing recommending discipline, for or applying or interpreting the National Agreement, shall withdraw application prior to acceptance of nomination for any office in the APWU.

ARTICLE 9 Recall of Officers

Removal of officers is governed by Article 15 (Local and Membership Protection) of the APWU National Constitution.

ARTICLE 10 Meetings

SECTION 1.

- A. General Membership meetings shall be held on the second Sunday of each odd month, commencing promptly at three o'clock (3:00 p.m.) and the second Saturday of each even month, commencing promptly at nine-thirty (9:30 a.m.) There will be no general membership meetings in the months of July and August.
- B. The General Membership meeting may be postponed to another time or day of the month or canceled by motion and vote of the members in attendance at the General Membership meeting

- by not less than two (2) meetings before the meeting to be changed, postponed or canceled.
- C. When a regularly scheduled craft and/or general membership meeting falls on a holiday weekend, the meeting will automatically be rescheduled to the following Sunday. The holiday must fall on a Friday, Saturday, Sunday or Monday.
- D. Twenty-five members (25)present the General Membership meeting shall constitute a quorum for the transaction of business. twenty-five (25) members are not present at the start of the general membership meeting, business may be delayed for no more than 15 minutes before the meeting is declared an unofficial meeting.

SECTION 2.

- A. Special General Membership meetings may be called by petition of fifty (50) members in good standing or by a majority vote of the Executive Board.
- B. Fifty (50) members present at a Special General Membership Meeting of which at least five (5) are from each craft shall constitute a quorum for the transaction of business.

SECTION 3.

Each craft shall determine the date, time and place of its own Craft meeting. The Local shall pay the expenses of scheduled Associate Office area meetings.

SECTION 4.

A. The date and time of the Executive Board Meeting shall

be announced seven (7) days prior to the meeting.

B. A simple majority of the total number of members of the Executive Board shall constitute a quorum for the transaction of business at regular Executive Board meetings.

SECTION 5.

- A. Special Executive Board Meetings may be called by the President or by a petition signed by a simple majority of the members of the Executive Board.
- B. A simple majority of the total number of members of the Executive Board shall constitute a quorum for the transaction of business at Special Executive Board meetings.

SECTION 6.

It shall be the responsibility of each Craft to maintain an official attendance record of scheduled craft meetings.

ARTICLE 11 Succession of Officers and Vacancies

SECTION 1.

The following order shall be the line of succession of officers of the Local in the event of death or resignation of the President.

Executive Vice-President Secretary-Treasurer

SECTION 2.

Section 2.

The following order shall be the line of succession of craft directors of the Local in the event of death, resignation, and/or vacancy of the Craft Director.

Assistant Craft Director A Assistant Craft Director B (if applicable) (amended 12/24).

ARTICLE 12 Resolutions

SECTION 1.

Three months prior to the National and State Conventions, a Resolutions Committee shall be formed, the chairperson to be appointed by the President. Each craft director shall submit to the chairperson of the committee the name of one member from the craft to serve as a member of the committee.

SECTION 2.

The purpose of the Resolution Committee shall be to receive, draw up, consider, and consolidate suitable resolutions pertinent to the business to be brought before the conventions. The chairperson of the committee shall render a report of the resolutions and recommendations at the next General Membership meeting following the end of the committee's session.

ARTICLE 13 Amendments

SECTION 1.

This Constitution and By-Laws may be amended by a two-thirds (2/3) vote of the membership present and voting at a General Membership meeting. A standing vote will apply.

SECTION 2.

Any proposed change(s) to the Constitution or By-Laws will be submitted in writing by April 20th or October 20th of each year, by certified

mail or hand-delivered to the local union office. All changes submitted to the constitution committee shall be read at the May and November General Membership meeting. It shall then be tabled without discussion or debate. It shall be published in the next issue of the Press On and mailed to all members in good standing for distribution. It shall then be taken up at the next General Membership meeting as the first order of business following the reading of the minutes, discussed and voted upon.

SECTION 3.

Any major revisions or amendments involving three (3) or more articles of this Constitution and By-Laws shall be made only by a Constitution Committee composed of a representative from each Craft and a chairperson appointed by the President. Revision and amendments made by the committee shall refer to SECTION 1 and SECTION 2 of this article.

SECTION 4.

Any proposed Constitutional Changes for the purpose of another local merging with the St. Louis Gateway District Area Local may be submitted any month. It shall be read at one meeting. It shall then be tabled without discussion or debate. It shall be published in the next issue of the Press On and mailed to all members in good standing distribution. It shall then be taken up at the next General Membership meeting as the first order of business following the reading of the minutes, discussed and voted upon.

SECTION 5

The Constitution and By-Laws shall be printed in the February issue of the Press On.

ARTICLE 14 Officers and Stewards Benefits

SECTION 1. FULL-TIME OFFICERS

- A. The Local shall pay the Postal Service share of the following fringe benefits: USPS retirement, life insurance, health insurance and disability insurance. If the officer has APWU health insurance it will be paid in full for officers who work full-time for the Union.
- B. An officer who works full-time for the union will be granted 26 days of annual leave and sick leave as needed. Those officers who qualify for disability insurance will only be paid sick leave when the insurance payment is not equal to the officer's salary. No full-time officer will be permitted to carry over more than the Postal Service maximum of annual leave into the next year, and shall be reimbursed in December of each year for up to 104 hours of unused annual leave beyond the Postal Service maximum. All full-time officers will be paid his/her accrued annual leave when leaving elected office, up to the Postal Service Maximum.

Section 1.C. Deleted per amendment effective June 2013.

ARTICLE 15

(LOCAL AND MEMBERSHIP PROTECTION)

SECTION 1. In the even charges are filed against any officer(s) of the Local, such charges must be submitted accordance with, and shall be handled in accordance with, all provisions contact in the Article 15 of the American Postal Worker Union' (APWU) National Constitution and Bylaws. The St. Louis Gateway District Area Local Executive Board shall constitute the Local trial board, and it may appoint a hearing officer to conduct hearings, per the provision contained in the National Constitution and Bylaws.

SECTION 2. Administrative assistance or advice for appeals filed under the provisions of Article XV of the National Constitution and Bylaws shall be provided by the Local, if requested by the appellant.

Article 15 - Added per amendment effect June 2023.

SECTION 2. PART-TIME OFFICERS

- A. Officers who work part-time for the union, (those who have lost time approved on a daily basis) shall be paid their postal pay that was lost in accordance with Article VII. This will include night differential if applicable.
- B. Officers who work part-time for the union, shall be reimbursed at the end of the year for annual leave and sick leave lost due to being in a leave without pay status that lost time was paid for.

SECTION 3. STEWARDS

A. All Stewards and Officers shall receive a yearly salary equal to the amount of dues paid during the calendar year: they must

meet the following requirements:

- 1. They shall have attended at least seven (7) steward training meetings of the local in the current year.
- 2. They shall be paid for the calendar year January to December, if qualified:
- 3. They shall be paid in December of each year, before the 15th of the month.

BY-LAWS ARTICLE I

Order of Business

- 1. Meeting called to order.
- 2. Roll call of officers and shop stewards.
- 3. Reading of minutes.
- 4. Nominations/Constitutional changes, if necessary.
- 5. Applications for membership and action thereon.
- 6. Communications and bills-action thereon.
- 7. Reports of officers, delegates, and committees.
- 8. Unfinished business.
- 9. New business.
- 10. Suggestions for the good of the Local.
- 11. Adjournment.

ARTICLE II Amendments

Amendments to or alterations of the By-Laws shall be made in the same manner as prescribed for amending the Constitution.

ARTICLE III Ballots

All votes taken by ballot at meetings shall be under the Australian system taken in place and manner most convenient.

ARTICLE IV Rules of Order

- 1. Any member desiring to speak on a subject under consideration must arise and address the Chairperson, and such member cannot proceed until recognized by the Chairperson.
- 2. All motions must be first stated by the Chairperson before they can be debated.
- 3. A motion to table is not debatable.
- 4. No member shall speak more than once on any subject until all members who wish to speak have spoken, and then only by consent of the meeting.
- 5. The chairperson shall refrain from taking part in the discussion of motions. In the event he/she deems it necessary to enter the debate on a motion, he/she shall relinquish the Chair to the Executive Vice-President until the motion has been voted upon.
- 6. Any proposed change to the policies of the Local shall be printed in writing, signed by at least ten (10) members in good standing; shall be read in meeting; and laid over until the next meeting, when it shall be read again and voted upon.

7. ROBERT'S RULES OF ORDER

– as interpreted by the Local
Parliamentarian – shall be the
authority to decide all questions
of order not herein provided for.

ARTICLE V Funds-Bonds

SECTION 1.

All funds shall be deposited in the name of the Local in such banks as the Local may determine.

SECTION 2.

All funds of the Local shall be disbursed by check, countersigned by the General President, and/or the Executive Vice-President.

SECTION 3.

Officers of the Local who are required to be bonded shall have the expense of such bonds borne by the Local.

SECTION 4.

- 1. The President is authorized to pay bills for normal operation and all business expenses of the local.
- The President is authorized to make expenditures necessary for repairs and upkeep of the building.
- 3. The President is only authorized to make expenditures on the Local's credit card up to the current limit. The limit may not be exceeded or raised without the approval of the Executive Board and the General Membership.
- 4. The local shall lease an American made vehicle(s) for official Union business. The

- Executive Board shall establish and approve a vehicle lease/use policy.
- 5. To keep the local organized the President shall be paid twenty-two (22) cents per member per month.

ARTICLE VI Applications

- A. Applications for new membership shall be filed with the Secretary-Treasurer of the Local. Each applicant for membership shall sign a form PS-1187.
- B. Applications for membership will automatically be accepted unless challenged at a regular General Membership meeting following their receipt.
- C. A rejected candidate's application for membership may be resubmitted after six (6) months.

ARTICLE VII Committees

SECTION 1.

All officers, [except full-time officers] steward[s], and members assigned to perform union related duties on their off-duty time shall be compensated at the rate of **twenty dollars** (\$20.00) per hour. All committee members shall be compensated for time in meetings and activities at the committee time rate of **twenty dollars** (\$20.00) per hour.

SECTION 1 (amount). Changed per amendment effect June 2023.

SECTION 2.

The President shall appoint all necessary committees, not limited to the following:

- A. Organization
- B. Welfare
- C. Publicity
- D. Human Relations
- E. Resolutions
- F. Constitution
- G. Board of Trustees
- H. Entertainment
- I. Press On Policy
- J. Grievance/Arbitration
- K. Stewards

SECTION 3.

The Board of Trustees shall consist of one member from each craft and the Vice-President. Executive The Chairman of the Board of Trustees shall be determined by the membership of the Board at the first meeting following the general election. The Board of Trustees shall audit the books quarterly. Following each audit, the Board shall have the authority to submit a revised budget following the 1st, 2nd or 3rd audit. The board shall prepare a budget in November of each year to be submitted at the December membership meeting for approval.

ARTICLE VIII Transitions

For the smooth transition of operation functions of any administrative office of the Local, it shall be the duty of all incumbents, whether appointed or elected, to acquaint the successor to the office with all procedures, records, files, and methods of said office in order to assure the welfare and efficient operation of the Local.

Nothing in this Constitution and By-Laws shall be interpreted as being in conflict with existing Federal Laws and regulations nor with the National Constitution and By-Laws of the American Postal Workers Union, AFL-CIO.

ARTICLE IX POWER

Membership in the POWER Committee shall be open to all APWU members. The committee shall participate in community activities giving visibility to the Local. The committee shall sponsor a minimum of two (2) programs each year with special emphasis on family issues. The committee shall work in conjunction with other committees especially organization. The committee shall network with other women organizations and work to enhance harmony within the union.

American Postal Workers Union, AFL-CIO Officers' Oath of Office

I,		,	hav	ing	been	duly
elected	to	0	ffice		in	the
		_of	tl	he	Ame	erican
Postal	Workers	Un	ion,	AF	L-CIC), do
solemn	ly pled	ge	to	up	hold	the
Constit	ution an	ıd	By-l	Laws	s of	the
Americ	an Postal	Wo	rker	s Ui	nion,	AFL-
CIO an	d of the_					•

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

And I further pledge that once I no longer hold office with the American Postal Workers Union and am no longer a bargaining unit employee, I will never testify in support of the United States Postal Service in any United States Postal Service arbitration administrative hearing about internal Union discussions and/or decisions that are made by the Union or Union leaders in regards to the American Postal Workers Union's contractual positions and/or 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 office, I will subject myself to full reimbursement to the American Postal Workers Union for any and all training I received during the preceding year whether National, State or Local.

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