

**Constitution
&
Bylaws**

of

APWU Local 6315

The Aurora Local

Aurora, CO

November 13, 2007

With Amendments
January 11, 2010

Article 1

Name of Organization

The name of this organization shall be the Aurora Colorado Local, of the American Postal Workers Union, AFL-CIO, hereinafter referred to as The Local.

Article 2

Objectives

Sec 1: It shall be the objective of this organization to secure through collective bargaining, representation, and legislative effort, a better standard of living and working conditions for the membership and their families.

Sec 2: To educate our membership in the history of the labor movement and to develop and maintain an intelligent and dignified membership.

Sec 3: To engage in legislative, political, civic, and welfare education, and other activities which further, directly or indirectly, the joint economic and social conditions in the United States of America.

Article 3

Membership

Sec 1: Any non-bargaining employee of the Aurora, Colorado Post Office, regardless of level or grade, within the jurisdictional claim of the American Postal Workers Union, is eligible for membership. Those accepted for membership shall pay full per capita tax assessments of the National and State Organizations, plus whatever dues may be required by this Local organization.

Sec 2: No person eligible under the above provisions shall be denied membership because of Sex, Race, Creed, Color, Political Affiliations or Nationality.

Sec 3: Honorary Membership: Any person whose name has been submitted to the Local Secretary/Treasurer at least thirty (30) days prior to a general membership meeting may be elected to honorary membership by majority vote of the members present at a general membership meeting.

The Aurora, Colorado Local APWU shall have to power to confer honorary local membership in the Local. Such members shall be known as honorary members, No honorary member shall be eligible to hold National office or be seated as a delegate at a convention, nor shall he or she have the right to vote.

Sec 4: Associate Members: Members of the Aurora Local who are promoted to a management or supervisory position may retain their membership but will not be eligible to hold an office, have a voice, or vote in local policy matters. They will not be eligible to be a delegate to any convention, assembly, or seminar.

Sec 5: Members of this Local who retire from the Postal Service may maintain full membership with all rights of such membership by continuing to pay full National and State Per Capita taxes and assessments, plus Local dues. They shall also receive a ballot from the craft last served while on active duty.

Sec 6: Application for membership must be in writing, on a 1187, dues deduction form, signed by the applicant

Article 4

Officers of the Local

Sec 1: The Officers of the Local shall be as follows:

1. President/Delegate to National and State Conventions.
2. Vice-President/Legislative Aide/Delegate to National and State Conventions.
3. Secretary/Treasurer/Delegate to National and State Conventions.
4. Chief Steward (if one is appointed)
5. Board of Trustees (3)

Sec 2: The Executive Board shall consist of the President, Vice President, and the Secretary/Treasurer.

Sec 3: The Executive Board shall meet prior to each general membership meeting and as scheduled by the president.

Sec 4: The Executive Board shall prepare for the presentation and approval of the membership, at the first meeting of each year, a budget for that year.

Sec 5: The Executive Board will be empowered to approve expenses of up to \$1000.00 between membership meetings. Any expenditure above the specified amount must be approved through a special or general membership meeting.

Article 5 Duties and Salaries of the Officers

Sec 1: President: It shall be the duty of the President to preside at all monthly meetings of the Local and the Executive Board. The President shall appoint all committees or provide some feasible and satisfactory means for their selection and perform such duties as may arise.

Sec 1a: The President will sign all written contracts and other official documents authorized by the membership.

Sec 1b: The President will be the chairperson of the Local Negotiating Committee and shall be responsible for all the items to be negotiated by the Local Negotiating Team.

Sec 1c: The President shall make all the necessary appointments with the approval of the Executive Board. The President shall fill all vacancies with the approval of the Executive Board.

Sec 1d: The President will be authorized 160 hours of substitution pay per year for Union activities that would otherwise require the use of his annual leave or leave without pay.

Sec 1e: The salary to the President shall be \$150.00 per month, paid on a quarterly basis.

Sec 2: The Vice-President shall perform the duties of the President or the Secretary/Treasurer in the event of their temporary absence or inability to attend to their office.

Sec 2a: The Vice-President shall be the Chairperson of the annual audit, consisting of the Board of Trustees, which will audit all the books, accounts, records, and financial transactions of the Local. A report of the audit will be made to the membership and the Executive Board at the regular February meeting.

Sec 2b: The Vice-President will be authorized 80 hours of substitution pay for Union activities that would otherwise require the use of his annual leave or leave without pay.

Sec 2c: The salary to the Vice-President shall be \$75.00 per month, paid on a quarterly basis.

Sec 3: The Secretary/Treasurer shall keep an accurate record of the official proceedings. He/she shall keep a roll of all members with their full names, and addresses. He/she will maintain an accurate accounting of the deposits and disbursements of the Local and keep an accounting of the property of the Local. At the end of his/her term shall deliver to the successor all property of the Local, which may be in his/her possession.

Sec 3a: He/she shall remit all per capita taxes as required by the National and State Organizations and make a financial report at each regular meeting of the Local. All disbursements will be by check.

Sec 3b: The Secretary/Treasurer shall file all required Department of Labor and Internal Revenue Service forms and answer all correspondences from these two branches of the Federal government.

Sec 3c: The salary to the secretary/Treasurer shall be \$150.00 per month, paid on a quarterly basis.

Sec 3d: The Secretary/Treasurer will be authorized 160 hours of substitution pay per year for Union activities that would otherwise require the use of his/her annual leave or leave without pay.

Sec 4: The chief Steward shall be responsible in assisting all shop stewards in the preparation of grievances and to be the Step 2 designee for the Local.

Sec 4a: The salary to the chief Steward shall be the Union dues, and APWU Accident Benefit Association premium reimbursement, paid on a quarterly basis.

Sec 5: The Aurora, CO Local will reimburse for loss of annual leave and sick leave when a minimum of eighty (80) hours of LWOP on behalf of the Local is used provided approved 3971's for the LWOP hours are correctly submitted to the Secretary/ Treasurer by the end of the calendar year.

Article 6

Stewards, Board of Trustees, and Editor

Sec 1: Stewards shall be nominated by members of their respective Stations and appointed by the Executive Board. If a station does not nominate a steward, the Executive Board shall appoint one. Stewards shall perform all the normal duties of a steward plus any other duties assigned by the President.

Sec 1a: The salary to the stewards shall be the union dues and APWU Accident Benefit Association premium reimbursement, paid on a quarterly basis.

Sec 2: The Board of Trustees shall be elected, consisting of three (3) members, excluding the President and the Secretary/Treasurer. The Trustees shall make up the audit committee, chaired by the Vice-President.

Sec 2a: The salary for each Trustee shall be \$10.00 per year.

Sec 3: The Editor of the newsletter shall be the President. The Executive Board shall appoint the Managing Editor. The Executive Board shall determine authorization for the expense of printing the newsletter and the frequency of printing.

Sec 3a: The salary to the Managing Editor shall be the union dues and APWU Accident Benefit Association premium reimbursement, paid on a quarterly basis.

Article 7

Meetings

~~**Sec 1:** Regular meetings shall be held on the second Tuesday of the following months: January, March, May, June, September and November, beginning at 7:30 pm~~

Sec 1: Regular meetings shall be held on the second Tuesday of the following months: January, May, June and November, beginning at 6:00 pm. Regular meetings shall be held on the second Sunday of the following months: September and March, beginning at 8:30 am. These will be breakfast meetings and location will be posted on APWU bulletin boards at least 7 days in advance.

Sec 1a: The Executive Board shall be empowered to reschedule the date of the regular meeting provided such change is posted one week prior to the date of the monthly meeting.

Sec 2: Special meetings may be called by the President or the Executive Board or upon the request to the President by five active members in good standing. The members so requesting are obligated to attend. Written notices of all special meetings must be posted twenty-four hours or more before the opening of the meeting.

Sec 2a: No business shall be transacted at special meetings other than that for which it was called.

Sec 3: Five members shall constitute a quorum for the transaction of the business of the Local.

Sec 4: All meetings shall start promptly at the scheduled time.

Sec 5: The Executive Board is vested with the authority to conduct the necessary business of the Local in the interim periods between meetings.

Sec 6: All officers and stewards are required to attend the membership meetings unless excused by the President for extenuating circumstances. Unless excused, failure to attend will result in the loss of salary for that month.

Sec 6a: A steward missing three of the six regular meetings of this local will result in the steward to surrender his/her position and the position will be declared vacant, unless the absence is excused by the President.

Article 8

Nominations and Elections of Officers

Sec 1: Any member in good standing is eligible for office.

Sec 2: The members in good standing shall elect Officers every two years, by secret ballot.

Sec 3: The President shall appoint an Election Committee no later than the June meeting. It shall be the responsibility of the Election Committee to post notice of the offices to be filled at least fourteen days prior to the September meeting.

Sec 4: Nominations should be submitted to the Election Committee or the Secretary/Treasurer of the Local. The Election Committee report shall be given at the regularly scheduled September meeting. Nominations may be accepted from the floor at this meeting. At the close of the September meeting nominations for offices will be closed, and write-ins will not be valid.

Sec 5: A member being nominated for an office wishing to decline must so indicate to the Election Committee or the Secretary/Treasurer of the Local within seven days after his/her nomination.

Sec 6: The Election Committee shall be responsible for nominations, the preparation, mailing, collection, and counting of ballots. The Election Committee shall consist of three members in good standing.

Sec 7: In the event of a member being nominated for more than one office and failing to withdraw his/her name, such name shall appear on the ballot for the highest office to which nominated.

Sec 8: Ballots will be counted at the regular November meeting.

Sec 9: Ballots must be mailed out for at least twenty (20) days before they are due back. To be valid, the Election Committee must receive the ballots no later than 5:00 PM on the Friday prior to the regular November meeting.

Sec 10: The candidate receiving the highest number of votes shall be declared elected. In case of a tie between two or more candidates, only the names of those candidates shall be resubmitted. The Election Committee shall prepare a ballot and conduct a run off election as soon as possible.

Sec 11: Officers elected shall assume office on January 1, following the elections.

Sec 12: All property and documents of the Local shall be surrendered to the officers-elect during the month of December.

Sec 13: Adequate safeguards which insure a fair election shall be provided, including the right of any candidate to observe or their designee to be present when the ballots are prepared, picked up, and when the ballots are counted.

Sec 14: The Election Committee is hereby instructed to accept and tally any part of a legal ballot which was correctly voted and reject the part or whole of a ballot which was incorrectly voted.

Sec 15: The Election Committee shall prepare the ballots and distribute a ballot to every "eligible member" in good standing. A member's good standing shall not be affected by reason of the fact that his/her pay check for the payroll period in which his/her dues deduction are made is insufficient to permit such dues deduction, by reason of illness, injury, pregnancy leave, lay-off, or disciplinary suspension.

Sec 15a: There should be three envelopes used in mail balloting.

Envelope 1: The envelope the ballot is mailed in shall bear the return address of the Election Committee.

Envelope 2: This envelope is used to return the completed ballot. It will be pre-stamped and self-addressed to the Election Committee. The member casting their ballot should sign his/her name in the upper left-hand corner of this envelope.

Envelope 3: This envelope will be mailed inside of envelope 2, and will contain the ballot. It shall be marked "**SECRET BALLOT**". The member will not sign his/her name to this envelope nor the ballot inside.

Sec 15b: The first step in counting the ballots is to check the names appearing in the upper left hand corner of ENVELOPE 2 against the current dues check off list to be sure the votes were cast by members in good standing. The envelopes checked should be opened and ENVELOPE 3, containing the SECRET BALLOT, should be removed and put aside, and after all the envelopes have been checked the ballots can be counted.

Sec 15c: If more than one ballot is received in any one SECRET BALLOT envelope, none of them shall be counted, but they will be retained.

Sec 15d: Members who request duplicate or even triplicate ballots shall receive them, however ENVELOPE 2 of these ballots shall be marked accordingly. In the event the dues check-off list should indicate the original ballot has been rendered, the duplicate ballot shall not be counted, but shall be retained, unopened. Together with the record of members who received duplicate and triplicate ballots, compiled by the Election Committee chairperson.

Sec 15e: Ballots received in copied form will not be counted.

Article 9 Nominations and Elections of Convention Delegates

Sec 1: Any member in good standing is eligible to serve as a delegate to any National, Regional, or State convention, seminar, or assembly.

Sec 2: Nominations and elections for the State and National convention delegates shall take place at the regular November meeting.

Sec 3: The number of delegates to be elected shall be decided by the Executive Board.

Sec 4: Election of delegates shall be by secret ballot, by the members present at the November meeting. The President shall appoint no less than two tellers to count the ballots.

Sec 5: Expenses allowed the delegates should be reimbursement for all reasonable and customary, receipted expenses.

Sec 6: Each member present at the November meeting will cast votes equal to the number of delegates being elected and for two (2) alternate delegates.

Sec 7: The President may require an oral report by any delegate to be given at the next regular meeting of the Local.

Sec 8: In the event the elected delegate or delegates are unable to attend the convention an elected alternate delegate will replace the delegate or delegates.

Article 10 Restrictions on Officers and Delegates

Sec 1: Any Local postal employee eligible to be a member of the American Postal Workers Union who voluntarily holds a managerial, supervisory, or EAS position with responsibility for issuing or recommending discipline, or applying or interpreting the National Agreement for the equivalent of one pay period in a year shall be ineligible to hold office at any level of the APWU or to be a delegate to any convention held by the APWU, so long as the employee continues to serve in such position and for a period of one year from the time the employee vacates such position. Any postal employee who has submitted an application to a managerial, supervisory, or EAS position with responsibility for issuing or recommending discipline or for applying or interpreting the National Agreement shall withdraw such application prior to the acceptance of nomination for any office in the APWU or Local.

Sec 2: Any postal employee who shall voluntarily, After August 31, 1984, hold, accept, or apply for any managerial, supervisory, or EAS position or the Pass program, for any period of time, whether one day or fraction thereof, either detailed, acting, probationary or permanently, shall immediately vacate any office held by that member in the National, State, Regional, Area Local, Local, or District Council, 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.

Article 11 Dues of the Local

Sec 1: The dues of the Local shall be \$12.60 per pay period, payable through dues withholding only. Dues for members belonging to the APWU Accident Benefit Association shall be \$13.52 per pay period for low option and \$14.68 for high option, payable through dues withholding only.

Sec 2: Any State and/or National per capita tax increase after April 1, 1980, will be automatically added to the dues structure, unless other action is taken by the Local.

Article 12 Amendments to the Constitution

Sec 1: Amendments to the Constitution and By-Laws shall be presented in writing at any regular meeting of the Local. Amendments shall be read at the next regular meeting and voted on by all members present. All proposed amendments shall be posted no less than seven (7) days before final action is taken.

Sec 2: A two-thirds majority of members present and voting shall be required to amend the Local Constitution.

Sec 3: The Local Executive Board has the authority to amend this Constitution as necessary to remove any conflict between its provisions and those of any applicable Federal or State laws or the APWU National Constitution and By-Laws.

Article 13 Election Appeals

Sec 1: The Election Committee shall be responsible for the conduct of Local Elections and shall decide all controversies arising out of the election process. Any member who feels aggrieved in connection with the conduct of a Local election, including nominating procedures, shall file their grievance with the Election Committee within seventy-two (72) hours after the grievance arises. The Election Committee shall have the authority to adopt rules and regulations as it deems desirable to promptly accomplish the objectives of this section and where it finds merit in a grievance, it shall have the authority to direct and impose such remedy as it considers necessary and proper.

Sec 2: A member may appeal the decision of the Election Committee to the National Appeals Committee under the appropriate articles of the National Constitution. The appeal must be in writing, shall set forth the relevant facts on which the appeal is based, and shall be filed with the National Election Appeals Committee within five (5) days from the date of the decision appealed from. Pending appeal, the decision of the Local Election Committee will not be in effect.

Sec 3: Officers and Delegates elected through the Election procedures of the Local shall assume and hold office pending final determination under the appeals procedures of this article and the articles of the National Constitution.

Article 14 Appeals System within the Local

Sec 1: Any member preferring charges shall do so by writing specific and detailed charges and presenting these charges to the Secretary/Treasurer, who shall notify the President.

Sec 2: The President shall appoint a Hearing Committee consisting of three (3) members who are not involved in any way with the circumstances of the charges.

Sec 3: After a reasonable time to prepare a defense, a full and fair hearing shall be conducted by the Hearing Committee.

Sec 4: The Hearing Committee shall report to the next general membership meeting. A guilty verdict shall be submitted to vote for acceptance or rejection by the members present.

Sec 5: The decision may be appealed under provisions of Article 13, Section 10 of the APWU National Constitution and By-Laws.

Article 15

The Aurora, Colorado Local APWU shall pay full dues for all local members to the Colorado State Chapter of the AFL-CIO. This affiliation will be in accordance with the Constitution of the Colorado AFL-CIO.

Article 16 No Conflict with National Constitution

The Aurora, Colorado Local Executive Board shall have the authority to amend this Constitution and By-Laws as necessary, to remove any conflict between its provisions and those of any applicable Federal or State laws, and the APWU National Constitution and By-Laws. The Executive Board shall notify the membership, in writing, of any changes made.

By-Laws

Article 1

Order of Business

1. Meeting called to order
2. Reading of previous minute's
3. Treasurer's report
4. Report of committees
5. Reading of correspondences
6. Proposition of new members
7. Election of new members
8. Unfinished business
9. New business
10. Nominations and Elections
11. Good of the local
12. Drawing
13. Adjournment

Article 2

Rules of order

Roberts Rules of Order , Revised, shall be authority to decide all questions of order not herein provided for.

Article 3

Absence

During the absence of any officer, the presiding officer shall appoint a member to fill the vacancy pro tem.

Article 4

The fiscal year for this organization shall be January 1 to December 31.