



LOCAL CONSTITUTION

AMENDED MAY, 2015

**CHATTANOOGA
AREA LOCAL 192
AMERICAN POSTAL
WORKERS UNION, AFL-CIO**



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Article I NAME

This organization, by virtue of a Charter granted by the American Postal Worker's Union, AFL-CIO, shall be known as the Chattanooga Area Local, American Postal Worker's Union, AFL-CIO.

Article II OBJECT

It shall be the objective of this Local to secure through collective bargaining and legislative effort a safe and healthy work environment, better working conditions, and a better standard of living for the members in the Chattanooga Area Local, APWU, and their families.

Article III MEMBERSHIP

Section 1: Any non-supervisory employee, regardless of level or grade, within the jurisdictional claim of the APWU is eligible for membership. Associate Offices are eligible to join the Area Local on majority vote of their membership and approval of the National Executive Board. All persons or groups seeking membership and accepted by the Body shall pay full per capita tax plus whatever dues may be required by the Area Local. Members in good standing who are in a no-pay status shall not be required to pay dues during this period except all officers of the APWU on Union payroll and other members on compensation. However, all members are responsible for their APWU-deducted dental/health insurance premiums at all times. If a member is in a non-pay status, he/she shall submit full payment of APWU-deducted insurance premiums to the Secretary/Treasurer prior to the deadline for the Local to remit payment to the insurance company. Failure to comply with this section will result in debt-collection from the Local and/or removal from the roles of the insurance plan in arrears.

Section 2: The application for membership shall be accompanied by:

- (a) The completed application form, Form 1187 (or applicable form currently in use).
- (b) When not submitting Form 1187, the application shall be accompanied by check or cash for the first three (3) month's dues.

Section 3: Each member shall at all times strive to promote the best interest of the Local, comply with the National and Local Constitution and perform such duties as may be prescribed by action of the Local.

Section 4: 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.

Section 5: This local shall not have an initiation fee.

Section 6: Any member who retires or is promoted beyond the jurisdiction of the APWU may elect to apply for honorary membership of this local. Such honorary memberships may be awarded upon recommendation of the Executive Board and the majority vote of the members present at a regular meeting. Honorary members shall not be entitled to a voice, vote, or any other rights normally accorded regular members.

Section 7: Members of the Union who retire from the U.S. Postal Service may maintain full membership with all rights of such membership by continuing to pay full per capita taxes to the APWU plus whatever Local dues may be required by their Local Union. Retired members in good standing who are elected to local office shall receive the same benefits and remuneration as a working member.

Section 8: Any applicant for membership recognizes the fact that the Chattanooga Area Local is the sole, exclusive bargaining agent for all employees falling within the jurisdictional claim of the APWU.

Article IV OFFICERS AND SALARIES

Section 1: The officers of the Local shall consist of a President, a Vice-President/Chief Steward, (3) Craft Directors [Clerk, Maintenance, and MVS], a Secretary-Treasurer, and a Window Service Director.

Section 2: Salaries

The President shall be paid a salary of **\$1,100.00** per month. The President shall be reimbursed for LWOP hours not to exceed eight hours per week **and mileage for travel to step two meetings**. The President will be reimbursed for travel expenses and LWOP hours incurred while attending conventions.

(a) The Secretary-Treasurer shall be paid a salary of \$300.00 per month.

(b) The Vice-President/Chief Steward shall be paid a salary of \$500.00 per month.

(c) The Craft Directors shall be paid as follows:

Clerk Craft Director -----	\$165.00 per month
Maintenance Craft Director -----	\$132.00 per month
Motor Vehicle Craft Director -----	\$132.00 per month

(d) Stewards who represent more than 25 clerks shall be paid a salary of \$100.00 per month; all other stewards shall continue to be paid \$75.00 per month. Any officer who is a steward will not receive steward pay.

(e) The Newspaper Editor shall be paid a salary of \$105.00 per published edition of the local newspaper up to a maximum of six times annually.

(f) The Window Service Director shall be paid \$132.00 per month.

Craft Directors, Secretary-Treasurer, Vice-President/Chief Steward, and Window Service Director may be reimbursed for up to five days LWOP per quarter to conduct the business of their office.

(m) All stewards shall be reimbursed for up to three (3) days LWOP PER QUARTER to conduct the business of their craft/office. This local shall make up in pay, any pay or benefits lost in regards to using LWOP in conducting union business.

(n) Any local officer or steward reimbursed for LWOP shall complete a voucher form detailing the work performed on the LWOP day(s) taken to conduct union business. This voucher form must be submitted to the Secretary/Treasurer with an approved PS Form 3971 for the day(s) to be reimbursed. LWOP taken by officers must be authorized in advance by the Local President. No LWOP will be taken for duties which may contractually be performed on-the-clock unless there are extenuating circumstances which are duly authorized according to the above language. LWOP shall only be paid for actual workdays according to the officer's bid assignment and shall not be paid for schedule changes that change the off-days solely to make the officer eligible for LWOP.

(o) All facilities and/or equipment under lease or ownership by the union shall be made available, without restrictions, for use by the President, Vice-President/Chief Steward, Craft Directors, Secretary/Treasurer, Window Service Director, and all other stewards, to conduct the business of the union and its members. LWOP taken by stewards/alternate stewards must be authorized in advance by either the local's President or the Vice-President/Chief Steward. No LWOP will be taken for duties which may contractually be performed on-the-clock unless there are extenuating circumstances which are duly authorized according to the above language. LWOP shall only be paid for actual workdays according to the member's bid assignment and shall not be paid for schedule changes that change the off-days solely to make the steward/alternate steward eligible for LWOP.

(p) The LWOP voucher form will include the signature of the appropriate officer representing preauthorization for the LWOP request. The Secretary/Treasurer shall have the right to request either clock rings and/or a pay stub to support the LWOP request if he/she deems it necessary and relevant to his/her financial responsibilities to this Local.

Section 3: All stewards and union officials traveling to attend monthly meetings shall be paid standard government mileage allowance for each mile traveled in excess of 100 miles to and from meetings. Mileage will be paid the following month as expenses.

Section 4: An accounting with receipts for advanced funds must be made not more than 60 days after the event. If the expenses are less than the amount advanced, the delegate must repay the Local within 120 days of the event. If this is not done, the amount advanced becomes taxable income to the recipient.

Article V
DUTIES OF OFFICERS, STEWARDS, REPRESENTATIVES, & DELEGATES

Section 1:

- (a) The President shall preside at all meetings, appoint all committees, sign all orders drawn on the treasury, and sign all contracts and other documents authorized by the Local.
- (b) The President, Vice-President/Chief Steward, or both, shall meet on all grievances at Step 2 outside of the Craft Articles and Article 28.
- (c) The President shall have authority to file or to designate the Vice-President/Chief Steward to file at Step 3 of all grievances.
- (d) He/She shall perform such other duties as may be necessary to the proper functioning of his/her office.
- (e) He/She shall be authorized at the Local's expense to purchase a copy of each new National and/or Local Agreement for each member who expresses a desire to have one. This shall be limited to no more than one copy per member per Agreement.

Section 2: The Executive Board shall consist of the President, Vice-President/Chief Steward, three (3) Craft Directors, Secretary-Treasurer, and Window Service Director, Two-Thirds (2/3) members of the Executive Board shall constitute a quorum.

- (a) In the event of an unforeseen meeting that should be attended by one delegate from this Local or emergency expenditures that arise between regular meetings, the Executive Board shall have the authority by a two-thirds (2/3) vote of the members of the Board to authorize the attendance by one (1) delegate and/or the emergency expenditures not to exceed \$1500.00. In the event more delegates need authorization or expenditures exceed \$1500.00, this can only be authorized by the Body at a regular meeting or called meeting.
- (b) The Executive Board shall have charge of all Union affairs during the interim between regular meetings of the Local.
- (c) Chattanooga Area Local, at the Executive Board's approval, must provide storage and maintenance of contractually related incidents in an appropriate office setting that permits Stewards and Officers of this Local convenient access.
- (d) The Executive Board and its members shall not make any non-emergency expenditure for any item that exceeds \$500.00.
- (e) The Executive Board will determine the final verdict concerning any Removal Appeals filed by stewards/alternate stewards in accordance with Article VI Section 4 of this

Constitution. A majority vote of the entire Executive Board must be achieved to remove a steward/alternate steward.

Section 3: Vice-President/Chief Steward

- (a) The Vice-President/Chief Steward, in the absence of the President, shall be vested with the same authority such as the signing of all orders, checks, contracts, and other documents authorized by the organization and shall perform such other duties as may be prescribed by official action of the Local.
- (b) In the event of a vacancy in the office of the Presidency, the Vice-President/Chief Steward shall ascend automatically to the office of the President until the Election Committee can hold an election to fill the office of the Presidency within 90 days. After the election of a President, the Vice-President/Chief Steward shall resume his/her office.
- (c) The Vice-President/Chief Steward and/or President shall meet on all Step 2 grievances except for those filed for violations of Article 28 (fixed credit shortages), 37, 38 or 39 of the Collective Bargaining Agreement. The Vice-President/Chief Steward will inform the Craft Directors and provide a copy of all Step 2 grievances filed for violations of their respective craft articles of the Collective Bargaining Agreement. The Vice-President/Chief Steward will inform the Window Service Director and provide a copy of all Step 2 grievances filed for violations of Article 28 (fixed credit shortages) of the Collective Bargaining Agreement.
- (d) The Vice-President/Chief Steward is responsible for all matters concerning stewards such as, but not limited to the following: training, attendance and conduct. If the Vice-President/Chief Steward cannot resolve the issue with the respective steward, he/she shall send a written recommendation to the Executive Board for final resolution.
- (e) The Vice-President/Chief Steward shall review the monthly meeting attendance records to determine if any steward has been absent from three (3) consecutive meetings for other than any excused or unavoidable cause. If there is such a situation, the Vice-President/Chief Steward shall resolve the issue in accordance with Article V Section 3 (d).
- (f) The Vice-President/Chief Steward will ensure that all possible opportunities for training are made available to all stewards. The Vice-President/Chief Steward shall review all registration forms submitted by stewards to the Tri-State Conference. He/She will ensure that proper training has been requested and will make all necessary changes to the registration forms in conjunction with the respective steward.

Section 4: Craft Directors

- (a) The Craft Directors shall conduct the business of their crafts in full cooperation with the President.
- (b) They shall attend all Labor/Management meetings relative to their respective crafts, unless excused by the President.
- (c) They shall make a report each meeting.

- (d) They shall be responsible for maintaining a file of all jobs, postings, and awarding of jobs in their Craft. This shall include the description of each individual job.
- (e) The Clerk Craft Director shall meet at step two on all Article 37 issues. Maintenance Craft Director shall meet at step two on Article 38 issues. The Motor Vehicle Craft Director shall meet at step two on Article 39 issues.

Section 5: Secretary-Treasurer

- (a) The Secretary-Treasurer shall keep an exact record of all monetary transactions made by the Local. He/She shall disburse money on the instructions from the Local only. He/She shall keep in his/her possession the proper books of his/her accounts, together with all the papers and documents appertaining thereto, with records that shall be open for inspection by the Local or its officers at all times.
- (b) He/She shall receive all membership dues and other obligations to the Local. He/She shall receipt members for dues; issue delinquent notices to such members as may be three (3) months in arrears and keep a record of the standing of the entire membership. He/She shall notify the Body at the next regular meeting that these delinquents have been removed from the rolls for nonpayment of dues. He/She shall submit a monthly statement to the Local of the financial condition of the Treasury showing the receipts, disbursements and balance for the month. He/She shall submit to the Local annually a detailed report of all receipts and disbursements for the year.
- (c) He/She shall at the end of his/her term of office, account for and turn over to his/her successor all money, records, and other property that may have come into his/her possession as treasurer.
- (d) He/She must be under bond at the expense of the Local each year of office.
- (e) In the event of the death of any member of this Local, or the death of the father, mother, brother, sister, wife or child or a member's spouse's father, mother or child, the Treasurer is hereby authorized to purchase a wreath or spray of flowers at the price of \$100.00 to be sent to the funeral of the deceased. This Local will also send flowers upon the death of a union member's immediate family, the member himself, and flowers for the death of retired APWU members (and their immediate family) who were Local APWU members at their retirement. In lieu of flowers, \$60.00 will be donated to their favorite charity or a Bible may be sent to the deceased member's family or to the member of an above deceased family member in lieu of flowers or a charitable donation.
- (f) He/She will submit a projected budget of expenses for the next twelve (12) months at the April meeting. If the proposed budget exceeds more than expected deposits, then the Treasurer shall submit an amount needed in a dues increase to meet budget expectations.
- (g) He/She shall keep a correct and impartial record of the proceedings of all regular, called

and Executive Board meetings of this local.

- (h) He/She shall call the roll of officers, noting the members present.
- (i) He/She shall notify all members of their appointments for committee work or any other duty and shall notify applicants for membership of the action taken upon their application by the Local. At this time, he/she shall give all members a copy of this Constitution, the Local Agreement, and the National Agreement.
- (j) He/She shall be responsible for all correspondence to the Local and shall bring to the attention of the Local all letters and telegrams sent and received.
- (1) He/She shall file a copy of all correspondence for future reference.
- (m) He/She shall maintain attendance records of regular and Executive Board meetings and report to the general body at the next scheduled general membership meeting those present, those absent and the results of the meeting.

Section 7: Newspaper Editor

- (a) The Newspaper Editor shall be elected to his/her office. The Newspaper Editor shall be responsible for publishing a Local newspaper, at least quarterly. He/She shall submit the paper to the President for approval prior to the publication. Any questions on the suitability of any articles for publication by the Editor or the President shall be submitted to the entire Executive Board. He/She shall follow the rules or guidelines of the Postal Press Association. He/She shall submit a report to the monthly meeting.
- (b) The newspaper shall be called "The Chattanooga Union Express".
- (c) The newspaper shall be mailed to all members in good standing and selected PPA members. Retired employees of this Local shall receive one (1) issued after retiring. They may receive additional issues upon written request to the Newspaper Editor.
- (d) The newspaper editor shall be required to attend monthly union meetings.
- (e) He/She shall maintain a roster of all members' mailing addresses.

Section 8: The Window Service Director shall perform necessary relevant tasks for the window service including oversight of job postings, assisting and/or the processing of all relevant grievances. The Window Service Representative shall also meet at step two on article 28 (fixed credit shortages) issues.

Section 13: Stewards/Alternate Stewards

- (a) All Stewards will, to the best of their ability, understand and enforce the Collective Bargaining Agreement and all associated handbooks and manuals. No

Steward/Alternate Steward may represent any employee in a capricious, perfunctory, arbitrary or bad faith manner at any time.

- (b) Any Steward/Alternate Steward who applies for, works in or interviews for any Management/EAS position, 204B training and/or the ASP Program will be removed by the Vice-President/Chief Steward immediately.
- (c) All Stewards will attend regularly scheduled monthly meetings unless excused by the President or Vice-President/Chief Steward. If any Steward is unexcused for three (3) consecutive regularly scheduled monthly meetings, he/she shall forfeit his/her monthly salary until a resolution of the issue has been reached by the Vice-President/Chief Steward in accordance with Article V Section 3 (d).
- (d) Any Steward/Alternate Steward who attends a Tri-State Conference training seminar at the expense of this Local and resigns within three (3) months of returning from the Tri-State Conference will reimburse the Local all monies paid to him/her by the Local to attend the Tri-State Conference. The Executive Board will have the final decision on the implementation of Article V Section 18 (e).
- (e) All salaried Stewards prior to and after their appointment must maintain a satisfactory on-the-job attendance record. Minimum attendance standards shall be established by a committee of the President, Vice President/Chief Steward, and the Secretary-Treasurer. The Secretary-Treasurer will maintain attendance records and update them quarterly. Failure to adhere to these standards shall result in removal from office subject to the appeal process.

Section 14: State/National Convention Delegates

- (a) 1. Delegates to the National Convention shall consist of the President and the Vice President/Chief Steward. Should either not be able to attend an at-large delegate shall be appointed.
2. Delegates to the State Convention shall consist of the President, Vice President/Chief Steward, all Craft Directors, and Secretary-Treasurer.
- (b) The delegates to the State and National Conventions shall receive from this Local for expenses, an allowance set by the Local at any regular or called meeting.
- (c) Any delegate to a State or National Convention or seminar who does not attend the regular business session of the convention shall forfeit any money paid to him or her for expenses to the convention or seminar on a pro-rated basis for those days they did not attend except in the case of an emergency.
- (d) Representation to a craft conference will be by the respective Craft Director. A Craft Director may be replaced by a member of his/her craft if he/she cannot attend. Such replacement shall be by a majority vote of the members present at a regular or called meeting.

Article VI

COMMITTEES AND DUTIES OF COMMITTEES

Section 1: The President, along with a 2/3 majority vote of the Executive Board, shall create any committee deemed necessary and/or to be of assistance in conducting the business of this local. The President and the Executive Board shall determine the duties of any committee. They shall solicit and appoint members in good standing to be assigned to and perform the duties of any committee. All committees shall elect a chairperson and the chairperson shall report to the President and/or Executive Board. By direction of the President and/or Executive Board, the committee chairperson shall report to the members at a regularly scheduled monthly meeting.

Section 3: Election Committee

By June 1st of each election year, the Craft Director of each craft shall submit to the President three (3) names of members of his/her craft who will be willing to serve on the Election Committee. At the June meeting the President, with the ratification of the Executive Board, shall appoint from these names a five (5) member Election Committee. Each member of this Election Committee shall be furnished a copy of this Constitution. The first duty of this committee shall be to elect a Chairman from among their members. The Election Committee Chairman (or designee by the Election Committee Chairman) shall preside over the nominations. The Election Committee Chairman shall be empowered to appoint new committee members to replace resignations, etc. The Election Committee shall establish election rules and provide a copy to all nominees by the August regular meeting. The Election Committee shall mail ballots to eligible members at their last known address, record all votes and shall decide all controversy arising out of the election process.

Section 4: Steward Selection Committee

The Steward Selection Committee shall consist of the President, Vice-President/Chief Steward, and the respective Craft Director of the craft in which the steward shall serve. The committee shall solicit members in good standing or members may submit their name or the name of any interested member in good standing to the committee for consideration for stewardship. If a steward is removed by the Steward Selection Committee, he/she shall have the right to appeal to the Executive Board within fifteen (15) days of receiving written notification from the committee. Appeals should be submitted in writing to the Secretary/Treasurer and should include the signature of the appealing party.

Article VII

MEMBERSHIP DUES

Section 1: Union dues withholding is determined by the Postal data system. A nonmember becomes a member once he/she signs a Form 1187.

Section 2: All members shall pay as dues whatever amount is decided upon by secret ballot

of the membership. A secret ballot for a dues increase shall be held during a regularly scheduled monthly meeting. The membership of this Local shall be notified twenty-one (21) days in advance of any regular meeting where a secret ballot for a dues increase will be conducted. Notice of secret ballot to be conducted during a regularly scheduled monthly meeting must be placed on all possible Local Union bulletin boards and any other forms that the Local uses to communicate with its members. A minimum of six (6) months must elapse before a secret ballot for dues increase can be enacted upon again.

Section 3: The Secretary-Treasurer shall notify any member three (3) months in arrears in dues and if said member has paid no dues by the time of the next regular meeting following such notification, he/she shall be dropped from the rolls.

Section 4: Any former member who has been dropped for non-payment of dues may be reinstated upon payment of three (3) months dues or he/she may automatically come into good standing in the Local by paying all back dues.

Section 5 - Dues for part time employees (Part-Time Flexibles, Part-Time Regulars, and Transitional Employees) shall be based on a percentage of the hours worked during the course of a calendar year. The percentage will be based on a possible 2080 hours of work per year. Any part time employee member who works less than 2000 hours per year will be eligible for a rebate of the local dues portion of their biweekly Union dues deductions. Part-time employee members must be in a pay status for the time being submitted for a rebate. LWOP hours will not be counted toward a rebate. Rebates will be payable yearly. To receive a rebate, copies of all pay stubs for the year must be submitted to the Secretary/Treasurer no later than March 1st of each year.

Article VIII NOMINATIONS AND ELECTIONS

Section 1: Officers shall be elected to three-year terms of office by secret ballot by members in good standing as of no later than the September regular meeting. In order to be eligible to be a candidate, to hold office, to serve as a convention delegate, or as a steward, members in good standing must certify that they have not applied for, worked in, or interviewed for any Management, EAS, applied for 204-B training, ASP training or applied for inclusion in the PASS Program since August 31, 1984, or for a period of one (1) year preceding nomination. A nomination petition will be made available to any member desiring to run for local office or delegate no later than the July regular meeting. This certification must be made on the nomination petition when delivered to the Chairman of the Election Committee (or designee by the Election Committee Chairman) at ^{the} August regular meeting. Failure to submit such certification shall invalidate the member's candidacy. Prospective stewards must submit such certification to the Vice-President/Chief Steward prior to Executive Board ratification of said steward. Any nominee wishing to withdraw from the election must submit a written request to the Election Committee Chairman no later than September first.

Section 2:

- (a) Nominations for officers and State and National convention delegates shall be made at the August meeting of the Local preceding the election at the October meeting. Nominations for local office will be made by a candidate presenting to the Election Committee Chairman (or designee by the Election Committee Chairman) a nomination petition for the office a member seeks. The petition must have five (5) other members' signatures, one (1) of which must be from the nominees' craft. Additional nominations for State and National Convention delegates will be accepted by the Election Committee Chairman (or designee) at the August regular meeting immediately following receipt of nominations for local office. The deadline for the ballots to be received shall be 8:30 AM on the day of the October meeting and shall be prepared bearing the name of the nominee and the office for which they have been nominated. Write-in votes shall be disallowed. The Election Committee shall be solely responsible for the preparation, handling, and counting of the ballots (Nominees for any office or nominees as delegates to the State and National Convention shall be strictly prohibited from participating in this process). Nominees for Craft Directors and Trustees shall be placed on separate ballots and sent only to those members in that Craft. Ballots shall be mailed fifteen (15) days prior to the election of officers. Ballots shall be accompanied by an envelope addressed to the Local Election Committee with postage paid and a blank envelope to enclose the ballot. The envelope, addressed to the Local Election Committee, shall have a place in the upper left-hand corner for the name and address of the member voting. The Election Committee will check the envelope for the correct name and address to see that all names and addresses conform to the Secretary's active member list to determine if the person is an active member. The inner envelope shall then be removed and given to the Election Committee to be counted. All candidates or their designated representatives have the option to be present at the validation and counting of the ballots. Candidates receiving the largest number of votes shall be declared elected and the results will be announced at the October regular meeting by the Election Committee Chairman.
- (b) All nominee's last name, first name, and initials, for each office or delegate shall be placed in position on the ballot by a drawing of names conducted at the September regular meeting. Nicknames, if desired, shall be placed on the ballot. In case of a tie, a run-off ballot shall be prepared utilizing the same rules as the first ballot was prepared.
- (c) The run-off ballot shall be counted in the same manner as the first and the results given at the next regular meeting following the counting of the run-off ballots.
- (d) The results of the election (or run-off election) must be posted as soon as possible after the Election Committee has verified the count.
- (e) All ballots and return envelopes shall be retained by the Secretary for three (3) years. Both the total number of ballots printed for each craft and the total number of ballots mailed for each craft shall be determined by the Election Committee Chairman, recorded and along with the voting records filed with the Secretary for three (3) years.

- (f) Each candidate must send his/her campaign mailings at their own expense. Union owned equipment shall not be utilized by any candidate for the preparation of campaign materials.
- (g) Each candidate will be given an opportunity to review the local's membership list for accuracy if a written request is received from a candidate by the September regular meeting. All challenges or questions concerning the local's mailing list must be submitted in writing to the Election Committee Chairman by September 30th.
- (h) Any candidate may obtain a set of mailing labels from the Election Committee Chairman beginning October 1st at a nominal cost.
- (i) A candidate shall be allowed to place his/her campaign article in this local union's newspaper with its contents being 300 words or less. All articles will be allowed up to the 300 words limit and the rest of the words beyond the 300 words limit will be deleted. These articles shall be published in this local union's newspaper at least 14 days prior to the election ballots being mailed to this local's membership. There shall be no editing of any candidate's articles whatsoever that may alter/change any of the contents or intent of the candidate's article.
- (j) Any member in good standing to be nominated to a vacated office, committee, or as a delegate to the State or National Convention must be present at the meeting when he/she is nominated and voted on for the position.

Article IX REMOVAL FROM OFFICE

All candidates for Elective Office must have and continue to have upon election a satisfactory attendance record. Minimum attendance standards shall be established by a committee of the President, Vice President/Chief Steward, and the Secretary-Treasurer. The Secretary-Treasurer will maintain attendance records and update them quarterly. Failure for any Officer or Steward to adhere to these standards shall result in removal from office subject to the appeal process.

Any Officer, Delegate, or Union Representative who applies for, works in or interviews for any Management/EAS position, 204-B training and/or the ASP Program will be removed by the Executive Board immediately. Any elected officer or member charged with misconduct must have due process in compliance with National rules.

Article X MEETINGS

Section 1: Prior to any regular meeting, the Secretary shall **place notice in the newsletter.**

Regular meetings shall be held on the third Sunday of each month. In the event of a Federal holiday that falls in conjunction with a scheduled meeting, the meeting will be held the following week on the same scheduled day. A general membership meeting can be postponed or the date and time changed by a majority vote of the members present at a previous regular meeting, or by order of 2/3 of the Executive Board.

- (a) All reports given at monthly meetings shall be limited to five (5) minutes without interruptions, after which questions and comments shall be limited to ten (10) minutes per report.

Section 2:

- (a) Special meetings may be called by the President at his/her discretion or upon written request to the President by seventy-five (75) active members in good standing, or fifty percent (50%) of the active members of any one (1) craft. In the event that fifty percent (50%) of the members requesting a special called meeting fail to attend, the special called meeting will be ruled invalid and adjourned by the Chairperson. Notices for all special called meetings shall be posted in all offices on the appropriate bulletin boards a minimum of 7 calendar days prior to any Special Called Meeting.
- (b) The Executive Board may at any time call a special called meeting of the Local upon the approval of two-thirds (2/3) of the members on the Board.
- (c) No regular business will be conducted at a special called meeting and it will be limited to the subject of the meeting.

**Article XI
QUORUM**

Ten (10) members shall constitute a quorum for the transaction of business at any meeting of this Local.

**Article XII
ORDER OF BUSINESS**

Section 1: Monthly Meetings

1. Roll call of officers
2. Reading of minutes of the previous meeting
3. Reading of the Treasurer's report
4. Election of new members
5. Unfinished business
6. Report of Officers
7. New Business
8. Report of any Appointed Committees
9. Adjournment

Section 2: Executive Board Meetings

1. Roll call of officers
2. Report of any appointed committees)
3. Reading of minutes of the previous Executive Board Meeting
4. Communications from the National Union and Business Agents

5. Unfinished Business
6. New Business
7. Adjournment

Article XIII PERMANENCY

Section 1: This Body shall not have the authority to dissolve itself if there are three (3) dissenting votes.

Section 2: All future proposed changes in the Constitution shall be written, signed, and presented to the Secretary-Treasurer at least 30 days or one regular meeting in advance to these being voted upon at the regular membership meeting in May. The order of proposed changes to the constitution at the May meeting shall be taken by the president drawing one name at a time from a container with all the names of members submitting proposed changes until completed.

Section 3: The Constitution and By-Laws of the Local shall not be amended or changed except by a vote of two-thirds (2/3) of all members who vote on the proposed change or amendment.

Article XIV MEAL CATERED

Section 1: The Executive Board will provide the members present at the May regular meeting catered food to the respective meeting place. A vote will be taken at the April regular meeting to determine the type of food to be catered.

BY-LAWS TO THE CONSTITUTION

1. During the absence of any elected officer due to disability or illness not to exceed three (3) months, the President shall have the authority to temporarily appoint any member to fill the vacancy. In the event of the death, resignation, disability of greater than three (3) months, or removal of an elected officer: (a) the office shall be declared vacant at the next general membership meeting, and (b) at the general membership meeting following notice of a declared vacancy, this position shall be filled by nomination and election by members present. Craft Officers can be nominated by any member but must be voted upon by craft members only. (c) During the preceding process, the President shall have the authority to temporarily appoint any member in good standing to fill the vacancy.

2. No business shall be transacted while non-members are present except member's immediate family, unless the Executive Board has invited such non-members.
3. Any member may be expelled from a meeting by a two-thirds (2/3) majority vote of the members present at any meeting.
4. A majority vote of the membership present at any meeting shall decide any question that may be appealed from the chair.
5. The authority for the parliamentary procedure of all - meetings shall be "Robert's Revised Rules of Order".
6. Any organization that the Chattanooga Area Local APWU, AFL-CIO desires to affiliate with or withdraw from must be voted on by the entire membership. The ballot shall be sent out at the time officers and delegates are elected. Furthermore, if

Chattanooga Area Local, APWU, AFL-CIO is a member of any organization that is declared subversive by the Justice Department of the United States, membership in that organization shall cease forthwith.

7. All dues collected by the Local of the APWU will be used to conduct and support the operation of this Local. No moneys shall be dispensed for non-union activities, loans, or gifts of money.

APPEAL SYSTEMS WITHIN LOCAL

The following are procedures that apply in the case that charges are levied against the officers or against any member. Those protests on Local elections can be handled with the same procedures with the Election Committee being substituted for the Hearing Committee unless charges are against the Election Committee itself.

Section 1 - All charges shall be in writing, signed by the accuser, and shall be sufficiently explicit so as to inform the accused of the nature of the offense with which he/she is charged. Any member of APWU may initiate proceedings under this Article by filing charges with the secretary of the body of which the accused is an officer or member.

Section 1 (a) - Except in cases of suspension or expulsion for non-payment of dues or per capita, no disciplinary action shall be taken for violations of any of the provisions of this Article or of either Local or National Constitution, until the accused individual or subordinate body has been accorded the following procedures.

Section 1 (b) - The Secretary with whom such charges are filed shall promptly transmit by Certified Special Delivery, Registered Special Delivery or Express Mail, with all options to include a return receipt, a copy of the charges to the accused at his/her last known address.

Section 1 (c) - The accused shall be accorded a full and impartial trial, with the right to be

represented by any member of this Union, but whether the accused shall be represented by an attorney in such trial shall be left to his/her own discretion. Both the accuser and the accused shall be afforded an opportunity to be present and to present their point of view during this trial.

Section 1 (d) - The hearing of such charges may be held notwithstanding the failure of the accused, after being given notice thereof pursuant to the provisions of this Article, to appear thereat.

Section 1 (e) The Local/State Executive Board or separate elected trial board for a subordinate body shall constitute the trial board before which hearings on charges may be held; provided, however, that any such trial board may appoint one (1) or more of its members who shall be impartial, to act for it as hearing officer(s) for the purpose of holding hearings. In cases in which a hearing officer(s) is appointed, such hearing officer(s) shall hold such trial under such trial procedure as shall be determined by the board; shall make findings of fact and conclusions of law in respect to such charges; and shall recommend to the trial board which disciplinary action, if any, is to be taken by the trial board. In all cases, including those in which a hearing officer(s) is appointed, the trial board itself shall determine for itself what disposition should be made of the charges before it.

Section 1 (f) - In the event of a trial board being appointed, pursuant to section 1 (e) of this Article, notice of the time, date, and place of such hearing shall be given to both the accuser and the accused by the committee.

Section 1 (g) - Any decision or disposition of charges by the Local Executive Board or separate elected trial board shall be reduced to writing and submitted as a report to the Secretary of the local union, including a synopsis of the testimony introduced at the trial, together with the verdict "guilty" or "not guilty" and the recommended disciplinary action, if any. Upon receiving the report, the Secretary of the Local shall read it at the next regular union meeting; and in the event of a guilty verdict, submit to the Body first the question of sustaining the report as to guilt or innocence and, if guilt is determined, then the question of accepting or rejecting the recommended disciplinary action. However, if the recommended disciplinary action is expulsion, suspension without pay in excess of sixty (60) days or termination of an incumbent elected officer, an affirmative vote to expel from office or terminate the membership of the officer and/or member cannot take effect unless confirmed by two-thirds (2/3) of those voting in a referendum on the recommended disciplinary action. The affected officer and/or member shall have ten (10) days to submit a reply to the report. The report and the reply from the affected officer and/or member, if submitted, each of which shall contain no more than one thousand (1,000) words, shall be sent out with each ballot.

Section 2: The decision of the Local in matters other than protests concerning Local elections may be appealed under the provisions of Article XV, Section 4 of the National Constitution. The Local (if requested by the appellant) shall provide administrative assistance or advice for this appeal.

Section 3: The Election Committee, no member of which shall be a candidate for election while serving on such committee, shall be responsible for the conduct of Local elections and shall decide all appeals arising out of the election processes. Any member who feels aggrieved in connection with the conduct of a Local election, including nominating procedures, shall file his/her appeal with the Election Committee within seventy-two (72) hours after his/her appeal arises. The Election Committee shall have authority to adopt rules and regulations as it deems desirable to promptly accomplish the objectives of this section and, where it finds merit in an appeal, it shall have the authority to direct and impose such remedy, as it considers necessary or proper.