

Constitution and By-Laws

Northwest Arkansas Area Local #667
Fayetteville, Arkansas



CURRENT 2021

Northwest Arkansas Area Local #667 Officers & Stewards 2021

OFFICERS:

President Royce “Ike” Mills
Vice-President..... Cristofer Martinez
Financial SecretaryAxel Ambrocio
Recording Secretary..... Cheryl Wing
Editor-Publisher.....Loren Adams

STEWARDS:

AO Steward Cris Martinez
Tour 1..... Ike Mills
Tour 1 Alternate..... Enrique Sanchez
Tour 2 Customer Service ... Raisa Mateo
Tour 2 P&DC..... Jená Booker
Tour 2 Alternate CS..... Vacant
Tour 2 Alternate Plant Vacant
Tour 3..... Kaylynn Mills
Tour 3 Alternate..... Vacant
Maintenance..... Phil Morgan
Maintenance Alternate... Axel Ambrocio
Rogers Steward..... Vacant
Springdale Steward..... Cris Martinez
Siloam Springs Steward.. Darrell Barnes

Safety Representative Nancy Sramek
Webmaster Jake Lamkins

Fayetteville, Rogers, Springdale, Siloam Springs,
Lowell, Huntsville, Prairie Grove, West Fork,
Elkins, Avoca, Elm Springs

14th Printing, June 2021

P.O. Box 654
Fayetteville, AR 72702

Website:

<http://fayettevilleapwu.tripod.com/>

CONSTITUTION and BY-LAWS

American Postal Workers Union, AFL-CIO Northwest Arkansas Area Local 667

– Current 2021 –

Article 1 – Name

This organization, by virtue of a charter granted by the American Federation of Postal Clerks (May 1, 1920), and under a merger agreement entered into on December 3, 1971, between Fayetteville, Arkansas Local #667, United Federation of Postal Clerks, and the Fayetteville Postal Workers, National Postal Union, and further mergers between Rogers APWU (2013), Springdale APWU (2014), and Siloam Springs MALs (2016) shall be known as the **Northwest Arkansas Area Local, American Postal Workers Union, AFL-CIO.**

Article 2 – Objective

The objective of this Local shall be to unite the postal workers of the Northwest Arkansas Post Offices for their economic and social welfare and to aid in bringing the United States Postal Service up to a high standard of efficiency.

Article 3 – Officers

Section 1. The officers of this Local shall be a President, Vice-President, Recording Secretary, Financial Secretary, and Editor-Publisher.

Section 2. Any member in good standing of the Northwest Arkansas Area Local shall be eligible for election of office. No person shall be nominated for or shall hold more than one elected position. The term of office shall be two years.

Section 3. In the event of an officer resigning, there shall be a new election for the vacant position. Nominations shall be made at the next business meeting, and ballots counted at the following business meeting.

Section 4. Elected officers acting as stewards shall only be compensated for their elected positions.

Article 4 – Duties of Officers

Section 1. President

A. Duties of this Office:

1. Preside at all meetings and sign all contracts and documents authorized by official action of the Local.
2. Serves as Chief Delegate to all national, state and regional conventions, meetings and seminars to which the Local decides to send delegates.
3. Serves as Chief Steward; prepare and present grievances and train stewards and alternate stewards.
4. Appoints stewards, alternate stewards, and committees to work with the Vice-President to ensure that they are properly trained in their duties.
5. Performs all other duties as may be necessary for the well-being of the Union.
6. The President shall be the Chairman of the Executive Board.

B. Necessary expenses for the good of the Union up to \$100 per transaction and \$200 per month incurred in the performance of these duties shall be reimbursed when an expense report with receipts attached is completed and submitted to the Financial Secretary. Expenditures in excess of \$200.00 per month must be approved in advance by the Executive Board or by a majority vote of the Local in a business meeting.

C. The person holding this office shall turn over to their successor all properties of the Union in their possession at the close of his/her term of office.

D. The President has a monthly salary calculated by the current DCO amount multiplied by a factor of 15.

Section 2. Vice-President

A. Duties of this Office:

1. In the absence of the President, the Vice-President shall be vested with the same authority and power as the President and shall perform such other duties as may be prescribed by official action of the Local.
2. Serve as Alternate Chief Delegate to all national, state and regional conventions, meetings and seminars to which the Local decides to send delegates.
3. Serve as the chief administrative officer of this Local and manage the office filing system for job postings, grievances, and other reports.
4. Assist the President in preparations for labor-management meetings and contract negotiations.
5. Serve as Senior Steward and assist in the training of stewards and the preparation and presentation of grievances.
6. Represent the members in the Associate Offices and serve as liaison between them and the Local.
7. Serve as advisor to the President in all matters pertaining to interpretations and enforcement of the Contract.
8. Serve on the Executive Board.

B. The person holding this office shall turn over to their successor all properties of the Union in their possession at the close of his/her term of office.

C. The Vice-President shall have a monthly salary calculated by the current DCO amount multiplied by a factor of 10.

Section 3. Recording Secretary

A. Duties of this Office:

1. Keep and maintain a correct record of the official proceedings (minutes) of all meetings of the Local.
2. Withdraw all mail from the Local's post office box and distribute to proper department or individual.
3. Read all communications in meetings and attend to Local's correspondence.
4. Be the custodian of all official documents, records and other property of the Local.
5. Maintain the bulletin boards in an orderly fashion.

6. Assist the Vice-President in managing the office and filing.

7. Serve on the Executive Board.

B. The person holding this office shall turn over to their successor all properties of the Union in their possession at the close of his/her term of office.

C. The Recording Secretary shall have a salary calculated by the current DCO amount multiplied by a factor of 3 per month.

Section 4. Financial Secretary

A. Duties of this office:

1. Receive and disburse all monies authorized by official action of the Local.
2. Keep a correct account of all receipts and disbursements.
3. Report the financial status of the Local at each business meeting of the Local. Such report shall be in writing and attached to the minutes of the meeting. The report shall include all income and disbursements and shall categorize them by department, office and/or project.
4. Serve as an alternate for the position of Financial Secretary so there is a secondary safeguard for the financial matters of the Local. If for any reason the Financial Secretary resigns or the position becomes vacant, he/she will fill the position until a replacement is properly elected or appointed to the position.
5. Submit all books and records annually and when leaving office for examination and auditing.
6. Take whatever actions necessary to bring and keep the Local within the legal constraints of the Department of Labor, Internal Revenue Service, and the National APWU.
7. Service on the Executive Board.

B. Necessary expenses up to \$100 per month incurred in the performance of these duties (i.e., office supplies, postage, greeting cards, telephone calls, photocopies, etc.) shall be reimbursed when an expense report with receipts attached is completed and submitted to the President. Expenditures in excess of \$100.00 per month must be approved in advance

by the Executive Board or by a majority vote of the Local in a business meeting.

C. The person holding this office shall turn over to their successor all properties of the Union in their possession at the close of his/her term of office.

D. The Financial Secretary shall have a monthly salary calculated by the current DCO amount multiplied by a factor of 11.

Section 5. Editor-Publisher

A. Duties of this Office:

1. Publish and edit the Local's quarterly (or more often if deemed necessary) newsletter.
2. Keep and maintain a current and accurate mailing list of the membership.
3. Assist the Election Committee with publishing and mailing election ballots.
4. Maintain and service the Local's website on the Internet.
5. Serve on the Executive Board.

B. Necessary expenses up to \$200 per month incurred in the performance of these duties (i.e., photocopies, printing, postage, office supplies, etc.) shall be reimbursed when an expense report with receipts attached is completed and submitted to the Financial Secretary.

C. The person holding this office shall turn over to their successor all properties of the Union in their possession at the close of his/her term of office.

D. The Editor-Publisher shall have a monthly salary calculated by the current DCO amount multiplied by a factor of 3.

Section 6. Executive Board

The Executive Board shall be composed of the President, Vice-President, Recording Secretary, Financial Secretary, and Editor-Publisher. The Duties of this Office:

1. Meet whenever any unforeseen circumstance takes place which affects the good of the Union and determine the course of action to be taken.
2. Expenditures referred to the Executive Board by the President will be accompanied by a detailed report of

the costs involved and why it cannot wait until the next business meeting of the Local.

3. Shall serve as the Editorial Policy Board for the Local's publications, both print and on the Internet.
4. All members must be notified and a quorum of four must exist to conduct any business at an Executive Board meeting.
5. Meetings should be in person except in an emergency.
6. Minutes shall be taken at meetings and reported at the next business meeting.

Article 5 – Appointments

Section 1. Appointments

- (a) Shop Stewards shall be appointed by the President from a list of interested candidates, submitted by members of each Tour or Section. Alternate Stewards shall be appointed in the same manner. Salary for Steward's office shall be \$75.00 per month.
- (b) Safety Representative. The salary for this office shall be \$75.00 per month.

Section 2. Duties

- (a) Shop Stewards: Each appointed Steward and Alternate shall become knowledgeable in the provisions of the National Agreement and the Local Memorandum of Understanding. When processing grievances, Stewards will conduct investigations, obtain documentation, prepare grievance forms, and have appropriate articles in their possession prior to and during discussions with immediate supervisor at Step I. Each Steward shall maintain a file containing names, addresses, telephone numbers, and duty stations of all employees normally serving in his or her Tour or Section. Upon becoming aware of the need for flowers or cards, the Steward on either Tour will notify the Financial Secretary who will place the order for flowers or initiate sending a card. Flowers will be sent to Union members or spouses who are hospitalized or in the event of death. Flowers will be sent to a Union member when a parent dies. Children will receive flowers only in the event of death. Extended

family members will receive a card only in the event of death. Retirees and transferees who have been local union members in good standing for a minimum period of five (5) years shall be presented with \$100 from the local in appreciation of their participation in APWU Local 667.

- (b) Safety Representative: The Safety Representative shall promote a safe and healthful work environment. He or she shall represent the bargaining unit to the Station Safety Committee and will be concerned with all situations where health and safety concerns are raised. The salary for this office shall be \$75.00 per month.

Article 6 – Membership

Section 1. Any non-supervisory employee, regardless of level or grade, within the jurisdictional claim of the APWU, is eligible for membership.

Section 2. Members accepting promotion to supervisory positions or transfer to crafts outside the jurisdictional claim of the APWU may maintain their membership in the APWU Hospitalization Plan by paying full per capita tax of the APWU and full assessed dues of the Local, but may not attend or participate in business meetings or other activities of the Local except when formally invited by its officers.

Section 3. Each member shall strive to promote the best interests of the Local at all times and shall perform such duties as may be prescribed by official action of the Local.

Article 7 – Meetings

Section 1. Date and place of all regular meetings shall be posted on the APWU bulletin board. Emergency meetings shall be advertised in such a way that at least 75% of the membership is notified. Five members shall constitute a quorum.

Article 8 – Disbursements

Section 1. While serving in an official capacity of delegate to any national, state or regional convention,

meeting or seminar, a member shall be reimbursed at the rate of the delegate's basic rate of pay for any Union LWOP used that was appropriately authorized through action of the body at a General Membership Meeting or within the Constitution and By-Laws. All travel will be reimbursed at the current appropriate Government POV reimbursement rate per mile and/or the cost of an airline ticket to and from distant convention cities. Members will receive the cost of lodging when lodging is required and will receive official Government per diem for respective convention cities per day for food.

Section 2. Car pools will be utilized when feasible.

Article 9 – Conflicts

Nothing in this Constitution shall conflict with the National Constitution and By-Laws.

Article 10 – Amendments

This Constitution and By-Laws may be amended at any meeting by a two-thirds vote of those present, the amendments having been proposed at a previous meeting, or without such previous proposal, by a unanimous vote.

Article 11 – Dues

Section 1. Dues shall be assessed in an amount to sufficiently cover National, State, and Local requirements, to be voted on with the same numerical majority requirement as the By-Laws. Dues shall be withheld by signing Form 1187.

Section 2. Special assessments voted on with the same numerical majority requirement as the By-Laws shall be considered as regular dues.

Article 12 – Local and Membership Protection

Section 1. Any Local officer, elected or appointed, failing to perform the duties of their office may be removed from

the office following an investigation and hearing before an investigating committee consisting of three disinterested members, who will present their findings to the next regular meeting of the Local. A majority vote will prevail.

Section 2. Appeal rights, as defined in the APWU National Constitution, will be explained to both plaintiff and defendant parties.

Article 13 – The Virginia Hickman Memorial Scholarship

1. The name of the scholarship shall be: *The Virginia Hickman Memorial Scholarship*.
2. The payment of the *Virginia Hickman Memorial Scholarship* shall be appropriated from the General Fund commencing after June 30, 2016. The Local shall award one (1) scholarship of \$500 per year.
3. A Scholarship Committee consisting of three (3) members in-good-standing shall be appointed by the Local President at his/her discretion from volunteers selected at the April business meeting of each year.
4. Eligibility requirements for the scholarship are as follows:
 - a) The applicant shall be the son, daughter, grandson or granddaughter of a parent, grandparent, or legal guardian who is a member in-good-standing of the Northwest Arkansas Area Local for at least one (1) year.
 - b) If the member (parent, grandparent, or guardian) is deceased and was a member in-good-standing for at least one (1) year of the Northwest Arkansas Area Local prior to the time of his/her passing, the son, daughter, grandson, or granddaughter shall be eligible to apply.
 - c) Applicant must be a senior attending high school or another equivalent secondary school.
 - d) Applications for the scholarship must be made on an official application form. Completed application forms must be sent to the Financial Secretary of the Northwest Arkansas Area Local at the Local's official mailing address listed on the application form or handed to the Financial Secretary in-person. The Scholarship Committee will draw for the award. Applications may be submitted April 1 through June 30 of each year. Applications received after June 30th will not be accepted.
 - e) Applicant must be a senior attending high school or another corresponding secondary school.

- f) Applicants must submit a copy of his/her high school or secondary school transcript as an attachment to the official application.
 - g) Scholarship recipient must attend an accredited college or vocational institution of his or her choice. The scholarship must be used towards pursuing an undergraduate degree or vocational career. The applicant must submit proof of application to be accepted at an accredited college, university, or vocational institution.
5. The official application shall be published in the Local's newsletter, *THE RAZORBACK SCHEME*, in the April issue of each year and shall be posted on all bulletin boards of all facilities in Rogers, Springdale, Siloam Springs, and Fayetteville from April through June of each year. In addition, applications shall be mailed to all members in smaller AOs – including Lowell, Prairie Grove, Huntsville, West Fork and Elkins. Additionally, the official application and rules shall be posted on the Local's official website April through June of each year.
 6. The official application shall be made available on demand to any member in-good-standing who may contact one of the Local Officers who, in turn, shall forthwith mail the application with qualification rules to the requesting party.
 7. Funds for scholarship shall be paid directly to the institution, not to the individual winning the award. If the scholarship winner does not attend the college, university, or vocational institution as indicated in the application, the scholarship funds shall be returned in full to the Northwest Arkansas Area Local #667. A subsequent winner shall be selected from applicants of the same year.
 8. The sponsoring employee (parent, grandparent, guardian) cannot have been in or applied for a management position for at least one (1) year prior to applicant applying for and/or being awarded the scholarship.
 9. The *SCHOLARSHIP COMMITTEE* shall sponsor a drawing for one (1) scholarship annually to be determined by the committee after the June 30th deadline in the month of July and shall have concluded and announced the selection before August 1st of each year. The Committee shall consist of three (3) members. The Committee shall cast lots for the winner from all properly submitted applicants. All applicants are subject to the rules aforesaid established for the *Virginia Hickman Memorial Scholarship Fund*.

BY-LAWS

Article 1 – Order of Business

1. Meeting called to order
2. Roll call of officers
3. Verification of quorum
4. Reading of minutes of last meeting
5. Introduction of new members
6. Reports of officers, committees, receipts and expenses
7. Unfinished business
8. New business
9. Adjournment

This order of business may be suspended at any given meeting by two-thirds vote of those present.

Article 2 – Rules of Order

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

Article 3 – Election of Officers

Section 1. President will establish an Election Committee (3 members) in October prior to nomination. It shall be the duty of the Election Committee to post notices regarding nominations and the election, and to conduct the election and the ballot count.

Section 2. (a) Officers shall be elected and installed bi-annually on the even numbered years at the November business meeting. Where nominees are unopposed, those offices shall be elected by acclamation at the October meeting.

(b) Due to the *Labor-Management Reporting and Disclosure Act of 1959*, Chapter 29, Section 504(a) and for the purposes of election of Local Union Officials/Officers, any member in violation of LMRDA, Chapter 29, Section 504(a) cannot be considered to be “in good standing” and, by law, may not hold any Union office or position other than that of “member”. Therefore, anyone nominated to hold office in

NWAAL 667 or who is appointed steward / alternate must swear or affirm that they are not barred from such office under aforementioned act at the time of nomination and acceptance.

Section 3. Any member in good standing pursuant to requirements of Article 3, Section 2, of the Constitution is eligible to be elected to office. Elected or appointed officers will not serve in that capacity while in a 204B status and will relinquish their positions when permanently assigned to a supervisory level position, and will not be allowed to actively participate in meetings or other activities except when formally invited by its officers.

Section 4. Election of officers will be by secret ballot. Ballots will be mailed to all members eligible to vote, together with a blank envelope and a stamped envelope addressed to the Chairman of the Election Committee.

Section 5. Members will mark their ballots with a check, diagonal line, or "X", and place the ballot in the blank envelope and seal it. The blank envelope will be placed in the stamped addressed envelope. The member will sign this envelope in the upper left hand corner and mail it back to the Election Committee.

Section 6. The Election Committee will present all un-opened ballots at the November meeting, where they will be checked against a roster to determine eligibility. The inner envelope will be placed to one side until all returned envelopes have been verified. Ballots will then be opened and counted, and the results announced by the Election Committee.

Section 7. The Election Committee will account for the number of ballots printed, the number returned in the mail, and blank ballots on-hand. No additional ballots will be furnished members after the initial mailing until returned ballots have been verified to ensure only one vote per member.

Section 8. Ballots will not be signed. Any ballot that is signed or otherwise marked will be declared null and void by the Election Committee, and said ballot will not be counted in the election.

Article 4 – Oath of Office

Repeat after me, stating your name where I use mine:

NOTES:

“I (*full name*), having been duly elected to office in Northwest Arkansas Area Local 667 of the American Postal Workers Union, AFL- CIO, do solemnly pledge to uphold the Constitution and Bylaws of the American Postal Workers Union, AFL- CIO, the Arkansas Postal Workers Union, and Northwest Arkansas Area Local 667. I pledge to perform the duties of my office to the best of my ability. I further pledge 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 Northwest Arkansas Area Local 667. During my elected term of office, I will not use my position for any personal gain. I will work for the improvement of local working conditions and the social and economic welfare of all the membership.”

A large rectangular box containing the word "NOTES:" at the top, followed by 15 horizontal lines for writing.

NOTES:

NOTES:

Robert's Rules Diagram

