

CONSTITUTION AMERICAN POSTAL WORKERS UNION SAN JOSE AREA LOCAL 73

~~(as amended on October 17, 2021)~~

(as amended on March 29, 2026)

ARTICLE 1 – NAME

Section 1.

The name of this organization shall be the “American Postal Workers Union San Jose Area Local 73” hereinafter known as the “Local.”

Section 2.

The name of the Local Union Office located at 1879 Lundy Ave Suite 138, San Jose, CA 95131 shall forever be Christine Ricasata Vidamo Union Hall in recognition to her voluntary services for the good of the Local since 1999.”

Section 3.

The name of the Local Union Office located at 1750 Lundy Ave, San Jose, CA 95101 shall forever be Ray Ramirez Union Hall in recognition to his lifetime of invaluable contributions to the US labor movement.

ARTICLE 2 – OBJECTS

Section 1.

It shall be the object of the Local to secure through collective bargaining and legislative efforts a safe and healthy work environment, better working conditions and a better standard of living for the members of the Local and their families.

Section 2.

The Local affirms its belief in a single union of all postal workers in non-supervisory levels. The Local will make every effort to bring into being a single union of all postal workers by mergers with other postal unions, and by initiating intensive all-out organizing campaigns reflecting the Local’s philosophy.

Section 3.

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

Section 4.

The Local will call on the American Federation of Labor-Congress of Industrial Relations (AFL-CIO), and its president, to aid in the cause of merging all postal unions into one single union.

Section 5.

The Local will continue to organize the unorganized.

Section 6.

The Local will unite within one organization, regardless of race, color, creed, sex, sexual orientation, nationality, handicap, political affiliation, age, or religion, all employees under the jurisdiction of the Local.

Section 7.

The Local will develop and maintain an informed and dignified membership through educational programs in the history of the labor movement; labor problems; labor-management relations and grievance procedures; economic, political and social justice; and all other areas necessary to furthering the objectives of the Local, its members and their families. The Local will also educate its members to work for the election of candidates who favor legislations beneficial to organized labor, and to work for the repeal of all laws which adversely affect the Local and the workers of America.

Section 8.

The Local will engage in activities which further, directly or indirectly, the interests of the membership of this Union in the improvement of general economic and social conditions in the United States of America.

Section 9.

The Local will work as an autonomous union affiliated with the AFL-CIO, together with other national and international unions for the solidification of the entire Labor Movement.

Section 10.

The Local is established as an industrial union, including in its membership postal workers of all crafts who are not classified as supervisors.

ARTICLE 3 – MEMBERSHIP

Section 1.

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

Section 2.

Those members who are promoted to supervisory positions may, by signing a Form 1187 or its equivalent, become an Associate Member of the Local, but shall have no voice or vote.

Section 3.

Any person may be elected to Honorary Membership in this Local. No Honorary Member shall be eligible to hold any office in the Local or be seated as a delegate at a convention, nor shall they have the right to vote.

Section 4.

Any person applying for membership to the Local has the option of signing Form 1187 or paying their dues in cash monthly or annually. Those not signing a Form 1187 must pay an initiation fee equivalent to one month's dues.

Section 5.

Honorary Members shall pay only State and National per capita in order to maintain their health benefits with the APWU Health Plan.

Section 6.

Retired members

- a. Active Members – Upon full payment of monthly dues, shall have the same rights and privileges afforded to other members of this Local.
- b. Inactive Members – Upon payment of \$3.00 yearly fee, shall have Honorary Member status only.

Section 7.

Former members of the Local who have dropped from the membership rolls because of nonpayment of dues may rejoin by signing Form 1187.

Section 8.

Any member owing two months' dues shall be notified of arrears by the Treasurer, and unless payment in full is made by the next regular meeting, he/she shall have no vote. If still delinquent at the end of three months, he/she shall be notified that he/she shall be subject to expulsion from the Local. If his/her dues are not current by the end of the fourth month, he/she shall be automatically dropped from the area Local.

ARTICLE 4 – JURISDICTION

Section 1.

The Local claims jurisdiction over all postal and mail handling operation including, but not limited to, sorting machines (first, second, third class, parcel post, sack, etc.), all areas and levels of postal and federal maintenance, all transport and special delivery of mail, and all technical advancement in the area of mail processing.

Section 2.

The Local also claims jurisdiction in all areas of personnel, accounting technicians, mail bag depositories and supply centers, at all non-supervisory levels and grades of the Postal Service, which are directly or indirectly involved in mail handling processes, including its personnel in Headquarters, Regional Offices, and Postal Data Centers.

ARTICLE 5 – CONVENTION AND CONFERENCE DELEGATES AND ALTERNATES

Section 1.

The Local President, Vice-President, Treasurer, Secretary, Clerk Craft Director **A**, Clerk Craft Director **B**, MVS Craft Director, Maintenance Craft Director and Legislative Director, **Organization Director A**, **Organizing Director B** shall attend all state and national conventions and conferences. These are the automatic delegates. They may attend subject to the availability of funds. Any of the above delegates may request to be excused on a case by case basis. In the event that these delegates could not attend the aforementioned events, they will not be replaced.

Section 2.

- a. Additional State and National convention and conference delegates and alternates will be nominated and elected at the January General Membership Meeting, and may attend subject to the availability of funds set by the Budget Committee. However, no election will be held if no budget is set aside to fund their attendance.
- b. The election for delegates will be by secret ballot at the General Meeting. If an elected delegate cannot attend, the alternate will be chosen in a line of succession according to the number of votes received.

Section 3.

All delegates and alternates to conventions, conferences, etc, must qualify under Article 9, Section 2(a).

Section 4.

Delegates shall report daily to the President or the highest officer present at the start of the official activities to receive their instructions. They shall keep said officer informed of their activities during the day. Non-attendance by any delegate shall result in his or her reimbursing the Local in full for such expenses as have been paid.

Section 5.

- a. Any Local member who attends a Union function as a bona fide representative or as an elected delegate, who takes LWOP, may be reimbursed by the Local for such LWOP on a no loss, no gain basis, subject to the approval of the Executive Board and the availability of funds.
- b. The Local shall pay the fare to and from conventions, conferences, seminars, training, etc., and hotel accommodation. All meals will be paid for by the Local when taken with the Local's delegation. Meals will also be paid for by the Local when delegates/alternates attend official activities as instructed or approved by the President. For any official union business encompassing a 24-hour period or more, a duly authorized delegate shall be given an additional sum of \$30.00 per day.
- c. Expense accounts of officers and members on official Union business shall be accounted for in signed expense voucher with "paid receipts" covering the expenses attached to the voucher.

ARTICLE 6 – REPRESENTATION

Section 1.

A General Membership Meeting of this Local shall be held virtually **and/or in-person** on one Sunday of each month (except December and all months when national/state conventions/conferences are scheduled) at 1:00 P.M. at the union office **and/or online (Zoom)** or at such time, date and place as the Local may decide at a previous General Membership Meeting. A General Membership Meeting may be cancelled by a majority vote at a previous General Membership Meeting. A schedule of all General Meetings shall be posted at all member offices and stations at the beginning of each calendar year and shall be updated as often as necessary.

Section 2.

Ten members present shall constitute a quorum for the transaction of business of this Local.

Section 3.

- a. Any crafts or member offices under the jurisdiction of the Local may hold meetings, upon the call of the President, **or** Craft Directors, ~~or Area Representatives of member offices~~, for any purpose they deem desirable.
- b. ~~Three~~ **Ten** members from the craft or member office shall constitute a quorum for such meetings.
- c. A register of attendance **including minutes of the meeting** shall be submitted to the Secretary at the General Meeting following the craft or member office meeting.
- d. Upon written request of ~~three~~ **five** members in good standing of a craft or member office, the respective Craft Director shall call a special meeting. The ~~three~~ **five** members must be present at such meeting. A notice of such meeting, stating the purpose for which the meeting is called, and time and place selected, shall be posted at all member offices and stations at least ~~48 hours~~ **five** prior to such meeting. No business other than that for which the meeting was called shall be transacted at such special meeting.
- e. When a meeting is called by a craft or member office, only members of such craft or member office will sign the register for such meeting.

Section 4.

The Local shall provide for the widest and fullest representation possible for all member offices and crafts.

Section 5.

In the absence of the President, the Vice-President, the Clerk Craft Director, Maintenance Craft Director, Motor Vehicle Craft Director, Secretary or Treasurer shall preside, in that order.

Section 6.

In the absence of all the above officers at a general membership meeting, a president pro tem, who will call the meeting to order, shall be elected from the members present.

Section 7.

Upon written request of at least twenty-one members in good standing, or by a vote at the General Meeting, the President may call a Special General Meeting. At least two-thirds of the members signing must attend for the special meeting to proceed and a quorum of ten members is required. A notice of such meeting, stating the time and place selected, shall be posted at all member offices and stations at least ~~48 hours~~ **five days** prior to such Special General Meeting. No business other than that for which such meeting was called shall be transacted in this meeting.

Section 8.

In the event of a postal work stoppage, earthquake, fire or flood, the President may call a special emergency meeting of the entire membership.

ARTICLE 7 – GENERAL OFFICERS, DUTIES AND COMPENSATION

Section 1.

President. The President shall be the official spokesperson of the Local. The President shall preside at all General Meetings and Executive Board Meetings. The President shall enforce the Constitution of this Local, preserve order, appoint all General Committees of the Local, and be an ex-officio member of all committees. The President shall appoint the Editor, Associate Editor, Director of Human Relations, Director of Research and Education, and Local Business Agent, with the majority approval of the Executive Board. The President shall be responsible for disbursements of funds within the structure of the Local's budget and shall countersign all checks drawn by the Treasurer. Both the President and Treasurer shall be held accountable for the proper disbursement of all Local funds, yearly submission of financial records (as specified in the Treasurer's duties in Section 4 of this Article) for the preparation of LM-2 or LM-3 report, and proper documentation of all Local financial records as required by the Department of Labor, shall fill all vacancies of office, with the majority approval of the Executive Board, until such vacancy is filled by election. The President shall report to the Executive Board and the Vice-President, upon their request, grievances, business or other matters.

The President shall be responsible for the work of the Local, and all Officers and Stewards shall work under his/her supervision. To the extent possible, the President's work schedule shall be from 8:30 A.M. to 5 P.M. Monday through Friday. He/She shall keep a detailed record ("calendar") of his/her participation in the business of the Local.

The President is authorized to staff the union office at his/her discretion by hiring salaried employee(s) or by temporarily assigning volunteers or members who may receive some remuneration.

The President shall be compensated at the highest APWU bargaining unit level, ~~Red Circle~~, with no overtime or other premium compensation. The President shall receive an Executive Board fee of ~~\$150.00~~ **\$300** per month. The President shall receive all wages (with pay or COLA increases) and benefits granted to any ~~Level 12, Red Circle~~ **Level 11 Step P** employee in the United States Postal Service, with the addition of the following provisions:

- a. Twenty-six days of annual leave per annum, to be used in the year of accrual.
- b. Sick leave to be administered as follows:
 - 1) Thirteen days sick leave per year, credited at the beginning of each elected year (January meeting through January meeting).
 - 2) Unused sick leave to be reimbursed at **100%** of gross wages, payable at each January meeting.

- c. Payment **not to exceed \$10,000.00** of the Employee and Employer's share of the Civil Service Retirement/Federal Employee Retirement (~~Employee and Employer share cap of 5%~~), Health Insurance, and FEGLI life insurance or equivalent, whichever is less. **The president shall be responsible to pay any amount of this fringe benefit in excess of \$10,000.00.**
- d. All holidays granted to postal employees.
- e. The cost of an adequate automobile insurance policy.

Section 2.

Vice-President. The Vice-President shall perform the duties of the President in case of his/her absence or inability to perform the duties of his/her office. The Vice-President shall, in the absence of the President, be authorized to sign checks. The compensation for performing the President's duties on a temporary basis shall be the same as a full-time regular postal employee, ~~Level 12, Red Circle~~ **Level 11 Step P** with no overtime or other premium compensation. In the event of the President's death, resignation or removal from office, the Vice-President shall assume the full duties and compensation of the office of President until an election can be held as prescribed in Article ~~9 11, Section 5 (b)~~. The Vice-President shall administer the grievance processes of the Local under the direction of the President, and shall be **the** chairman of the Grievance Committee. The Vice-President shall be paid an Executive Board fee of ~~\$150.00~~ **\$300** monthly. In addition, the Vice-President shall receive two days (16 hours) of pay per week equivalent to his/her latest USPS level and step.

Section 3.

Secretary. The Secretary shall keep a record of all proceedings at General Meetings and Executive Board Meetings. The Secretary shall file and maintain all reports and correspondence of the Local; and shall be responsible for all official documents and records. **In the event of the President's death, resignation or removal from office, and the Vice-President assumes the full duties and compensation of the office of the President, the Secretary shall become the Vice President until an election can be held as prescribed in Article 9. In the event that both the President and the Vice President die, resign, or removed from office, the Secretary shall assume the full duties and compensation of the office of President until an election can be held as prescribed in Article 9.** The Secretary shall receive one day (8 hours) of pay per week equivalent to his current USPS level and step. The Secretary shall be paid an Executive Board fee of ~~\$150.00~~ **\$300** monthly.

Section 4.

Treasurer. Under direction of the President, the Treasurer shall receive, receipt for, and disburse all funds of the Local, and pay all bills sanctioned by the Local. The Treasurer shall present a written Treasurer's Report, divided according to the structure of the current budget, at each regular General Meeting, such report to include all financial transactions of the Local for the previous calendar months. Whenever requested by the Local, the Treasurer shall make a complete report. The Treasurer shall prepare the LM-2 or LM-3 report in the first week of March of each year. He/she shall submit his/her books to a certified public accountant for audit purposes at the end of his/her term in office. The Treasurer shall be responsible for dues records, collection and notification. The Treasurer shall receive one day (8 hours) of pay per week equivalent to his current USPS level and step. The Treasurer shall receive an Executive Board fee of ~~\$150.00~~ **\$300** monthly.

Section 5.

Legislative Director. The Legislative Director shall, under the direction of the President, be responsible to keep the Officers, Stewards and Membership up to date on legislation affecting the members and their families politically, socially and economically. The Legislative Director shall promote the interests of the APWU before National, State and Local administrators and legislators, before the general public. The Legislative Director shall receive LWOP as is necessary to fulfill the above duties. The Legislative Director shall receive an Executive Board fee of ~~\$112.50~~ **\$225** monthly.

Section 6.

Craft Directors. Craft directors must be a member of their respective craft and elected only by members of that craft. Craft directors shall be responsible to the President, and under the President's direction shall be assigned grievances and other matters pertaining to their respective crafts. Craft directors shall recommend Stewards from their respective crafts for appointment by the President. Craft directors shall receive an Executive Board fee of ~~\$112.50~~ \$225 monthly. Craft directors shall be defined as Clerk Craft Director **A for Function 1 facilities**, Clerk Craft Director **B for Function 4 facilities**, Maintenance Craft Director and MVS Craft Director.

Section 7.

Chief Trustee and Trustees. There shall be three (3) trustees of the Local Union to be elected at the same time as the other Executive Board members. The trustees shall elect a Chief Trustee from among themselves to represent them on the Executive Board. If a tie exists in the election of the Chief Trustee, the President shall cast the deciding vote. They shall oversee the operation of the Union to assure compliance with the Local and National Constitutions, bylaws and all applicable local, state, and national laws. They shall review the financial records of the Local at least once every quarter and shall make a report of such review at the next scheduled general membership meeting. They shall perform such other duties that may be required of them by the President. All official audits of this Local shall be done by a certified public accountant. A review of the financial records shall be made only with a minimum of two (2) trustees present. All trustees shall be notified in advance of such a review. Any violations shall be immediately reported to the President and discussed at the next Executive Board Meeting. The Chief Trustee shall be compensated ~~\$150.00~~ \$300 for participating in every review cycle. The two trustees shall each be compensated ~~\$100.00~~ \$200 for participating in every review cycle.

Section 8.

Organization Directors. **Two** Organization Directors shall be elected by the membership. **Organization Director A shall be responsible for recruiting members who work at postal facilities with zip codes beginning with 950 and 951. Organization Director A shall represent the APWU during new employee orientations at the San Jose PEDC. Organization Director B shall be responsible for recruiting members who work at postal facilities with zip codes beginning with 940, 943, 944. Organization Director B shall represent the APWU during new employee orientations at the San Francisco PEDC.** The **two** Organization Directors shall direct and be responsible for maintaining and increasing the membership in this Union; direct the organization of the unorganized; promote, encourage and advise membership committees in all phases of membership recruitment programs; prepare and maintain organizing material that appeals to respective membership of all divisions under jurisdiction of the APWU. They shall monitor membership meetings, report to the President those present without proper credentials, maintain decorum, and be in charge of refreshments at meetings. At the conclusion of each meeting they shall sign their names as the last person attending and turn the register over to the Secretary. **Each** Organization Director shall be paid ~~\$112.50~~ \$225 monthly.

Section 9.

Sargeant of Arms. The Sargeant of Arms shall be elected by the membership. The Sargeant of Arms shall be responsible for maintaining a peaceful and orderly conduct of all meetings and union events. Further, he/she shall be responsible for the attendance sheet and submit the same to the Executive Secretary and the Treasurer. The Sargeant of Arms shall receive an Executive Board fee of \$225 monthly.

Section ~~9~~10.

Executive Board

- a. The Local President, Vice-President, Treasurer, Secretary, Clerk Craft Director **A**, Clerk Craft Director **B**, MVS Craft Director, Maintenance Craft Director, Legislative Director, Organization Director A, ~~and~~ Organization Director **B**, **and Sargeant at Arms** shall constitute the Executive Board (EBoard) of this Local.
- b. The Executive Board shall meet prior to each regular general meeting, or when the President calls a special EBoard meeting to transact the business of the Local. The EBoard shall report

proposals that require action by the membership at the next regular general meeting of the Local.

- c. Four officers shall constitute a quorum for the Executive Board to transact business.
- d. A special meeting of the EBoard shall be called at the request of 3 or more of its members.

Section 10 11.

In addition to the duties assigned each officer, they shall perform such other duties as the Local president may direct from time to time.

Section 11 12.

Any officer elected or appointed, who fails to keep in good standing or fails to physically perform the duties of his/her position due to relocation or other reasons shall have his/her office declared vacant. Any officer who absents himself/herself from three General Membership Meetings or three Executive Board Meetings within a calendar year, without being excused by the President for legitimate and verifiable reasons (illness, death in the family, annual leave, etc.) shall have his/her monthly fees forfeited and/or his/her office declared vacant.

Section 12 13.

Any vacant position will be reviewed by the Executive Board to determine whether to keep or eliminate the position. A decision to eliminate a position requires a two-thirds majority vote of all members present at the general membership meeting following the review. Such eliminated position shall be deleted from the Local constitution and will not be filled in the next general election immediately following the elimination of that position.

Section 13 14.

Mileage. Any officer or member on Union business shall be reimbursed mileage at the going rate upon submission and approval of a reimbursement form specifying places of travel and nature of business or activity.

Section 14.

All officers listed in Article 7 shall receive an increase of 20% of their respective current compensation retroactive to the first pay period immediately following the date of the merger of the defunct APWU Bay Peninsula Area Local 71 with the APWU San Jose Area Local 73 and all pay periods thereafter.

ARTICLE 8 – APPOINTED OFFICERS AND COMMITTEES

Section 1.

Health-Dental Plan Representative. The Health-Dental Plan representative shall be appointed by the President subject to the approval of the Executive Board. His/Her expenses as determined by the Executive Board, shall be paid from the monies received by rebate from the APWU Health Plan. The Executive Board will act as trustees for the administration of the APWU Health Plan and the Local's dental plan. The Health-Dental Plan Representative shall be paid a fee of ~~\$100.00~~ \$200 monthly.

Section 2.

Director of Human Relations. The Director of Human Relations will be appointed by the President with the approval of the Executive Board. The Director of Human Relations shall chair the Human Relations Committee appointed by the President. He/She shall direct programs of community and social as they pertain to postal workers and such other duties as assigned by the President. The Director of Human Relations will receive expenses as approved by the Local membership, subject to Local budgetary restrictions. The Human Relations Director shall receive a monthly fee of ~~\$100.00~~ \$200.

Section 3.

~~Editor. The Editor shall be appointed by the President with the approval of the Executive Board. Policy affecting the Local website shall be the responsibility of the Executive Board. In all other instances, the Editor shall be responsible to the President. All official publication of the Local shall be published on the need basis at the Local website: www.apwu73.com in coordination with the Local webmaster. The President shall appoint an Associate Editor for relief and assistance. The Associate Editor shall be responsible to the Editor and to the President. Attendance by the Editor and/or Associate Editor at various conferences and workshops shall be considered by the budget committee each year in their budget presentation to the Executive Board. The Editor shall receive a monthly fee of \$100.00. The Associate Editor shall receive a monthly fee of \$75.00.~~

Section 4-3.

Local Business Agent. The Local Business Agent shall be appointed by the President with the approval of the Executive Board. He/She shall be responsible under the direction of the President, for Step 1 and Step 2 grievances as assigned by the President. The Local Business Agent shall receive a monthly fee of ~~\$150.00~~ \$300.

Section 5-4.

Webmaster. The APWU 73 website Webmaster shall be appointed by the President with the approval of the EBoard. He/She shall be responsible under the direction of the President in maintaining an appropriate website for the Local's use. The Webmaster shall receive a monthly fee of ~~\$200.00~~ \$500.

Section 6. 5.

Committees. The Standing Committees of the Local shall be appointed by the President with the approval of the Executive Board. Local Standing Committees shall be the Human Relations Committee, the Legislative Committee, the Election Committee, and the San Jose Office Bid Committee. Other committees shall be appointed by the President and shall be responsible to the President for work accomplished.

Section 7. 6.

Length of Service. All appointed officers shall serve a term of three years, concurrent with that of the President who appointed them, and may be replaced during the term only through voluntary resignation or formal charges.

Section 8.

~~All officers listed in Article 8 shall receive an increase of 20% of their respective current compensation retroactive to the first pay period immediately following the date of the merger of the defunct APWU Bay Peninsula Area Local 71 with the APWU San Jose Area Local 73 and all pay periods thereafter.~~

ARTICLE 9 – ELECTIONS

Section 1.

Nominations.

- a. Nominations shall be made in writing and submitted to the Election Committee on or before the September general meeting of the third year of office. The Election committee shall accept nomination from the floor during such September meeting.
- b. Nominees shall be declared qualified or unqualified in accordance with Section 2(a) and 2(b) of this Article before the close of the September General Meeting.
- c. Nominees shall be notified in writing within 5 days of their nomination. Nominees' acceptance in writing must be returned to the Secretary within 10 days of notification. Thereafter, they shall be known as candidates.

Section 2.

Eligibility.

- a. A member, in order to be eligible as a candidate for any office other than that of President, must be nominated for that office, and must be a member in good standing for one year.
- b. A candidate for the office of President of the Local must be a member in good standing for 2 years and be duly nominated.
- c. No member who has been convicted or served any part of a prison term according to Section 504 of the Landrum-Griffin Act shall be eligible for office.
- d. Any member who has a PS Form 991 on file for application for promotion to supervisor or is already voluntarily performing supervisory duties at any pay level shall not be eligible for nomination, election, or appointment as officer or general representative of this Local. Any officer or general representative of this Local who is found to be enrolled in any program leading to Supervision or Management during his/her tenure in office shall have his/her office declared vacant by the President within 48 hours of such discovery. Any officer, steward, or general representative of this Local who is found to have voluntarily performed the duties of supervisor or manager at any time during his/her tenure in office shall have his/her position declared vacant by the President within 48 hours of such discovery.
- e. A member, to be eligible to vote, must be a member in good standing.

Section 3.

Election.

- a. The Executive Secretary, in conjunction with the Local Election Committee, may contract with the American Arbitration Association or a similar organization in order to utilize their election service. Such elections will be conducted in accordance with the Constitution and By-Laws and the election procedures of the contracted election service organization. Subject to the approval of two thirds (2/3) vote of the members in attendance at the general membership meeting in July of an election year, the election of officers may be conducted solely by the Local Election Committee without contracting the services of an outside election company.
- b. Ballots shall contain the names of all candidates (the order of names on the ballot shall be determined by the contracted election service organization) and shall be mailed to all members in good standing at least 15 days prior to the November General Meeting. Ballots shall be mailed in a large envelope addressed to the member's last known address, with the return address of the contracted election service organization printed in the upper left-hand corner, and the word "Ballot" printed in the lower left-hand corner.
- c. A copy of printed voting instructions and 2 envelopes shall be enclosed with the ballot. The large envelope shall be stamped and have printed upon it, in the upper left hand corner, for the purpose of identification, the words, "Ballot of" and addressed to the contracted election service organization or the Election Committee. The member voting shall indicate his/her choice for each of the officers by making a cross (X) or a check (✓) or by shading the box assigned to the name of the candidate for whom he/she wishes to vote. The voter shall seal his/her ballot in the small envelope, without writing other means of identification on it, and enclose this small envelope in the larger one and complete the address as indicated and in accordance with the instructions enclosed with the ballot.
- d. No ballot will be opened without the proper identification in the upper left-hand corner of the large return envelope. Such ballot will be declared null and void.
- e. To be valid, return ballots must be received by the time and dates established by the Election

Committee.

- f. Write-in votes will not be valid. Any unopposed candidate duly qualified by nomination and eligible for office, after written nomination acceptances have been received, shall be declared elected, and his/her name shall not appear on the ballot.
- g. Absentee ballots will be furnished by the contracted election service organization or the Election Committee upon written request of the member.
- h. After the balloting has been declared closed by the contracted election service organization or the Election Committee, the contracted election service organization or Election Committee shall open the ballots and count the votes. Any candidate and his/her designee may have the right to witness the tabulation. The candidate receiving the highest number of votes for the office shall be declared elected. The contracted election service organization or the Election Committee shall furnish the President with the certified results prior to the November General Meeting. The President will present the results to the membership at the November General Meeting.
- i. In the event of a tie vote for any office, another election to break the tie shall be held in accordance with Article 10, Sections (1), (2) and (3). Such ballots shall be mailed out within 10 days after the November General Meeting, counted, and the results certified prior to the December General Meeting.
- j. All ballots and return envelopes will be held for one year.

Section 4.

Installation.

Installation of new officers shall take place on or before the January meeting following their election. The newly elected officers shall assume the duties of the office to which they were elected at the ~~February~~ **January** General Meeting. The period between installation and assuming of duties will be a transition period.

Section 5.

Campaigning

- a. All candidates must be treated fairly in any official publication of the Local **website** as well as being permitted to examine the official membership lists of the Local within 30 days prior to the election. Any privilege extended to one candidate must be extended to all.
- b. Candidates for office will be given the opportunity to address the membership and to answer questions at the October General Meeting.

Section 6.

The regular election of Local officers shall be conducted virtually via Zoom, WebEx, etc in all phases from nomination to polling **during pandemics, endemics, or any situation requiring the general population to shelter-in-place.**

ARTICLE 10 – FISCAL YEAR; DUES AND ASSESSMENTS

Section 1.

Fiscal Year. The Fiscal Year for the Local shall commence on January 1.

Section 2.

Dues.

- a. The regular dues of a member of this Local shall be payable monthly and due on the first of each

month and, if unpaid, deemed delinquent at the end of each month, and the member is declared not in good standing.

- b. Dues for career employees shall be ~~\$21.07~~ \$36.40. Whenever the National per capita tax is increased, the monthly dues shall be increased accordingly shall not be increased. Any increase levied by the National per capita tax shall be absorbed by the Local starting on the effective date of the Local Local Constitution as amended.
- c. Dues for Postal Support Employees (PSEs) shall be \$26.58. Whenever the National per capita tax is increased, the monthly dues shall not be increased. Any increase levied by the National APWU shall be absorbed by the Local starting on the effective date of the Local Local Constitution as amended.
- d. Dues for Associate Members shall be the same as (b) above.

Section 3.

Assessments. No Local assessments shall be levied against members except by a referendum vote, requiring at least two-thirds majority vote of the valid ballots.

ARTICLE 11 – FUNDS

Section 1.

All funds in excess of ~~\$100.00~~ \$500 shall be deposited in such bank or other reliable depository as the Local may determine and shall be withdrawn on check(s) or orders signed by the President, Vice-President, Secretary or Treasurer. Two of the four must sign. Only in the absence of the President shall the Vice-President or Secretary sign checks.

Section 2.

Budget Procedures.

- a. The President shall convene the Budget Committee during the month of September each year in order to form and define a tentative budget for the following fiscal year. Such resulting tentative budget shall be presented by the Budget Committee Chairperson or his/her designee to the Executive Board at its regular meeting in October. Approval of the budget in its final form shall be by at least two-thirds vote of those present.
- b. The regular General Meeting in November of each year shall hereafter be designated the Budget Meeting and notice thereof shall be prominently posted at all offices and stations of the Local at least 21 days prior to such meeting.
- c. At the Budget Meeting, the budget shall be placed on the agenda immediately after ~~Communications and Bills~~ Treasurer's Report. The President shall present the final written budget, and finalized by the Executive Board, and a thorough discussion shall ensue. The budget in its entirety will then be voted upon, a simple majority of those present is necessary for passage. If the budget is rejected, a recess shall be called, and the Executive Board shall retire to consider changes, which shall be subject to majority approval by the Board, and such amended budget shall then be submitted for re-vote to the Budget Meeting. This process shall be repeated until a budget is approved. In case of problems completing the above procedure, the December General Meeting and/or a Special General Meeting shall be the vehicle for the budget's completion and finalization.
- d. Time limits for regular general meetings shall not apply to the Budget Meeting.

Section 3.

Budget Structure.

- a. The following general budget items shall be included as major divisions of the budget structure

at all steps of consideration and approval:

- 1) Projected Income
 - 2) Officers' Salaries and Fees
 - 3) Administrative, Office and Supplies
 - 4) Conventions and Conferences
 - 5) Elections
 - 6) Investments
 - 7) Education of Officers, Stewards and Membership
 - 8) Contingency Fund
 - 9) Legislative Activities
 - 10) Human Relations
 - 11) Internal Affairs
 - 12) External Affairs
- b. Other budget items and/or sub-items may be added to this list as deemed necessary, i.e. Petty Cash, etc.
- c. All budget spending proposals shall be fully itemized and cost-justified. Total expenditures shall not exceed the sum of projected income and cumulative contingency fund.

Section 4.

Budget Implementation.

- a. Once finally approved, the budget is fully binding upon the Local and its Officers. The President is responsible for the administration and disbursement of funds which have been allotted according to the explicit requirements of the finally approved budget, unless he/she is otherwise directed by at least 2/3 vote of members present at a Special or General Meeting of the Local. No disbursements may be made outside the budget, either by the President or by the Local, which have not been approved under provisions of Section 4(b) of this Article.
- b. Any active member of this Local may introduce a motion at any General Membership Meeting for the approval of disbursements outside the scope of the budget. Such motion must pass by at least two-thirds majority vote of members present. Funds approved in such a manner shall be withdrawn from the Contingency Fund; and extraction of disbursements thus approved shall be the sole purpose of the Contingency Fund.
- c. The President may withdraw funds from the Emergency Funds with the approval of at least two-thirds of the Executive Board.

Section 5.

The Treasurer shall pay in a timely manner all dues to the Lundy Center Association.

Section 6.

The Local's real estate property located at 1879 Lundy Ave Suite 138, San Jose CA 95131 shall not be sold under any circumstances.

ARTICLE 12 – MEMBERSHIP BENEFITS

Section 1.

Outstanding membership retirement benefits.

- a. Beginning on January 1, 2022, each member with less than 5 years continuous membership prior to retirement shall receive ~~\$100~~ \$200 to be paid on retirement day. **Funding shall be withdrawn from the general funds and not counted against the annual budget.**

- b. Beginning on January 1, 2022, each member shall receive ~~\$200~~ \$400 for every 5 years of continuous membership prior to retirement to be paid on retirement day. **Funding shall be withdrawn from the general funds and not counted against the annual budget.**
- c. If the member quits before retirement, the above outstanding membership benefit shall be forfeited and reverted to the general retirement fund. If the member rejoins the Union at a later time, the benefit shall start on the date of return to outstanding member status.
- d. Any member in good standing shall be paid \$20 for each new Local 73 member that he/she signs up.
- e. **Any career employee who signs up as a new Local 73 member shall receive \$300.00 upon submission of a properly completed PS Form 1187. Funding shall be withdrawn from the general funds and not counted against the annual budget.**
- f. **Any PSE who signs up as a new Local 73 member shall receive \$150.00 upon submission of a properly completed PS Form 1187. Funding shall be withdrawn from the general funds and not counted against the annual budget.**
- g. **The nearest of kin of any member in good standing who passes away shall receive \$500.**
- h. **A member in good standing shall receive \$250 for each dependent who passes away. A dependent is defined as a person covered under the Family Medical Leave Act.**

Section 2.

Outstanding steward benefits.

- a. Beginning on January 1, 2022, stewards and officers serving as stewards who attend at least ~~6~~ eight (8) general membership meetings and trainings (if available) during the entire year shall receive a refund of their membership dues in December of each year.

ARTICLE 13 – CHARGES, APPEALS AND GRIEVANCES

Section 1.

Charges

- a. No member shall be expelled without due process in accordance with Article 15 of the National Constitution.
- b. Charges shall be as defined by Article 15 of the National Constitution and shall be in writing and signed by at least three (3) members in good standing. These charges will be presented to a Hearing Committee consisting of 3 members appointed by the President, who are not involved in any way with the incident so charged.
- c. A member so charged shall be notified in writing by the Hearing Committee of the charges filed against him/her. The member shall have 15 calendar days to prepare a defense, after which a full and fair hearing shall be conducted by the Hearing Committee.
- d. The Hearing Committee shall report to the next meeting of the Area Local and that meeting shall accept or reject the committee's decision by at least two-thirds vote of the members in attendance.
- e. This decision may be appealed under the provisions of Article 15 of the National Constitution. Administrative assistance or advice shall be provided by the Area Local, if requested by the appellant.

- f. Members expelled as above will not be eligible for membership again for a period of 6 months.

Section 2.

Charged officers.

- a. Any officer of this Area Local charged with misconduct or neglect of duty, as defined in Article 15 of the National Constitution of the APWU, and so charged in writing by at least 5 members in good standing, may be subject to removal from office if charges are sustained.
- b. The President shall appoint a committee of 3 members to decide the charges. The findings of the committee shall be submitted to the President prior to the next General Meeting. The findings of the committee shall be presented by the President to those members in attendance and the decision to remove or retain an Officer shall be by at least two-thirds vote of the members in attendance.
- c. The Officer so charged shall be entitled to select a representative or to represent himself/herself before the committee.
- d. If the President is the officer charged, the Vice-President shall appoint the committee. In the absence of the Vice-President, the Secretary shall appoint the committee.
- e. Any officer on whom charges have been sustained and, as a result, is removed from office, may appeal such action to the Executive Board, APWU, according to the appropriate articles of the National Constitution, or to a court of law, accordingly.

Section 4.

Personal grievances must be made out in writing and referred to the Executive Board or a committee chosen by the President, who will investigate and pursue such grievances to a satisfactory settlement.

ARTICLE 14 – CONSTITUTIONAL AMENDMENTS

Section 1.

Proposed amendments to this Constitution shall be presented by five (5) members in good standing and shall be read without debate at a General Membership Meeting. Further, that all proposed constitutional amendments be posted on all Union bulletin boards within 10 days after their introduction and shall remain posted for no less than 20 days. Further, that all proposed constitutional amendments be published **on the Local website at www.apwu73.com** following their introduction and that all publications and postings shall include date and time of General Membership Meeting in which the amendment is to be acted upon. All proposed constitutional amendments, after being introduced, published, and posted as described herein, shall then be read and acted upon at the next General membership meeting following their introduction. It shall require at least two-thirds vote of the membership present. Any proposed amendment not approved after being voted upon may not be reintroduced for 4 months.

ARTICLE ~~14~~ 15 – EFFECTIVITY

Except for the articles and/or headings in this document, all the amendments are in bold text as approved by at least two-thirds of members attending the general membership meeting on ~~October 17, 2024~~ **March 29, 2026**. All amendments are effective ~~October 17, 2024~~ **March 29, 2026**.

BY-LAWS

ARTICLE 1 – ORDER OF BUSINESS

Section 1.

The order of business of this Area Local shall be:

- a. Meeting called to order.
- b. Pledge of Allegiance.
- c. Roll call of officers by the Secretary.
- d. Minutes of the previous general meeting or executive board meeting shall be approved.
- e. Treasurer's report shall be approved.
- f. Report of officers, committees, and delegates.
- g. Unfinished business.
- h. New business and/or open forum.
- i. Meeting adjourned.
- j. Debate shall be limited to ~~three (3)~~ two (2) minutes per speaker. No person shall be permitted to speak more than once until every person who wishes to speak has had the opportunity to speak. No person shall speak more than twice per issue.

Section 2.

The order of business may be suspended at any time by a two-thirds vote of those members present and voting at any regular meeting.

ARTICLE 2 – RULES OF ORDER.


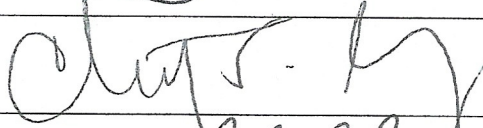

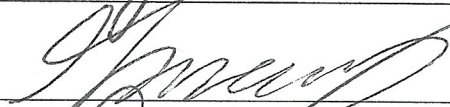


In the absence of other authority, the deliberations of this Area Local shall be governed by "Roberts Rules of Order, Revised."

ARTICLE 3 – AMENDMENTS

Amendments to these By-Laws may be made by the Executive Board.

END OF CONSTITUTION & BY-LAWS OF THE APWU SAN JOSE AREA LOCAL 73

THESE AMENDMENTS OF THE LOCAL CONSTITUTION IN RED TEXT ON THE PRECEEDING PAGES ARE PRESENTED BY THE FOLLOWING MEMBERS IN GOOD STANDING:

PRINTED NAME	SIGNATURE
Raul Moran	
Christopher S. May	
DANIEL JABLON	
Christian Gomez	
Ping Siakkerson	
Ron Vidamo	
ROBBING BUCCINI	