



National Postal Mail Handlers Union

John F. Hegarty
National President

Mark A. Gardner
National Secretary-Treasurer

Jefferson C. Peppers, III
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Central Region*

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*Vice President
Western Region*

May 7, 2014

Kevin Fletcher, President
Local 305 NPMHU
4907 Fitzhugh Ave., Suite 100
Richmond VA 23230




Dear Brother Fletcher:

I am writing in response to your letter dated May 5, 2014 which asked me to exercise my constitutional authority as National President under Article I, Section 3 and Article XII of the Uniform Local Union Constitution and approve the proposed amendments to the Local 305 Bylaws that were included with your letter.

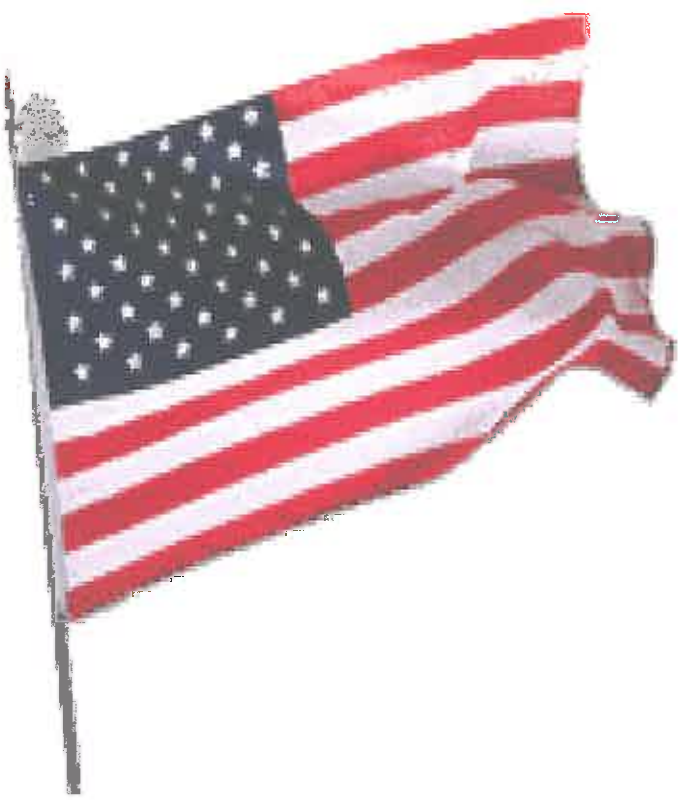
I have reviewed the amendments submitted with your letter, and I am pleased to approve them.

Yours in Union Solidarity,


John F. Hegarty
National President

cc: Mark A. Gardner, National Secretary-Treasurer





National Postal Mail Handlers Union

LOCAL 305

By-Laws

As adopted by the Local Union Council -2014



Maryland, North Carolina, Virginia, Washington, DC, West Virginia

"Not One of Us Alone Is More Knowledgeable Than All Of Us Together"

ARTICLE 1

AFFILIATION AND JURISDICTION

Section 1. This Local Union, affiliated with the National Postal Mail Handlers Union, a Division of the Laborers' International Union of North America, (LIUNA) AFL-CIO, is hereby established in order to accomplish the goal of gathering under one banner all those who work in the Mail Handlers Union.

Section 2. This Local Union shall be known as Mail Handlers Union – Local No. 305 affiliated with the National Postal Mail Handlers Union.

Section 3. The territorial jurisdiction of this Local Union shall be assigned by the National President, subject to the approval of the National Executive Board and in accordance with the Constitution of the National Postal Mail Handlers Union. The territorial jurisdiction for this Local is as follows and is currently recognized by the National President and the National Executive Board in accordance with the Constitution of the National Postal Mail Handlers Union:

1. The entire District of Columbia
2. The entire State of Maryland
3. The entire State of Virginia
4. The State of West Virginia (with the exception of Wheeling, WV)
5. The entire State of North Carolina

ARTICLE II

MEMBERSHIP

Section 1. Any person employed in the Postal Service within the territorial jurisdiction of this Local Union and within a craft falling within the jurisdiction of the National Postal Mail Handlers Union shall be eligible for regular membership in the Union regardless of race, religion, creed, age, color, sex, sexual orientation, physical or mental handicap, or national origin.

Section 2. An individual shall obtain membership in this Local Union by exercising and submitting an application for membership or a dues deduction

authorization form, by making at least one full payment of dues, and by otherwise meeting the qualifications for membership. Only members meeting the above definition may be in attendance at quarterly held Branch/Membership meetings, subject to reasonable discretion of the Branch President and/or Local President.

Section 3. It shall be the obligation of all members of this Local Union:

- A.** To recognize these by-laws, in conjunction with the Local Constitution of the Mail Handlers Union as the organic law of this Local Union.
- B.** To observe, conform and comply with all of the terms and provisions of said constitutions and with all of the By-laws, rules, regulations, policies, practices, and lawful orders and decisions adopted and promulgated in the furtherance and administration for the provisions of these by-laws as set forth herein.
- C.** To recognize the appropriate Local Union “Chain of Command” in pursuit of any remedies and appeals.
- D.** These By-laws may be amended only by the majority vote of the Local Union Council and such amendment(s) shall be effective only after written approval by the National President. These by-laws and any amendment(s) thereto shall not conflict with the Uniform Local Union Constitution and the National Postal Mail Handlers Union Constitution.

Section 4. To recognize and respect the rights of the Mail Handlers and this Local Union to adopt and enforce reasonable rules as to the responsibility of every member toward this Union as an institution and to refrain from conduct that would interfere with the performance of its lawful and contractual obligations.

Section 5. To refrain from conducting oneself in such a manner as to interfere with the proper and orderly conduct of union business; to comply with and obey all requests or order by the local president pertaining to the conduct of meetings or functions.

Section 6. Each new member will be issued a copy of the National and Local Constitutions, Local Memorandum of Understanding (LMOU), Local 305’s By-laws, all VEBA forms, a copy of the National Agreement, the LMDRA summary, and an apron.

Section 7. The Branch President or Chief Representative will ensure that there is a sufficient quantity of all items listed in Section 6 above, on hand at all times. When these items are running low, he/she will contact the Local President and the items needed will be supplied in an expeditious manner. The Local will ensure that they as well have an ample amount of all items listed in Section 6 to supply to the field with when needed.

Section 8. The Local Council prohibits the use or consumption of alcoholic beverages during any meeting within which official union business is being conducted in Local 305 (i.e., Council, Board &/or Branch meetings).

Section 9. During the second quarter of each year, State Executive Board Members may select a member from their respective State to review the books and financial activity of Local 305. This activity will be coordinated through the local Treasurer.

Section 10. Any Member with at least ten (10) years of continuous membership immediately prior to the date of retirement will be eligible for the Union retirement package.

The Unions' retirement package shall consist of:

- a) A Union Membership watch
- b) A Union Membership certificate of appreciation

ARTICLE III

OFFICERS AND THEIR DUTIES

Section 1. The officers of this Local Union shall consist of a local president, vice president, recording secretary, treasurer, executive board members from each state within this Local's territorial jurisdiction and branch presidents.

A. SALARIES OF OFFICERS:

- 1) President: \$100,000.00 annually
- 2) Treasurer: \$80,000.00 annually

Any newly elected or appointed President and Treasurer shall be paid the base pay as listed above and they shall be given raises in concert with any and all contract and COLA raises in accord with the National Agreement.

B. COMPENSATION:

- 1) Vice President: \$896.00 per quarter
- 2) Recording Secretary: \$896.00 per quarter
- 3) State Board members: \$1176.00 per quarter
- 4) Branch Presidents:
 - A) Facilities of 400 Mail Handlers or more: \$868 per quarter
 - B) Facilities of 150 to 399 Mail Handlers: \$784 per quarter
 - C) Facilities of 100 to 149 Mail Handlers: \$700 per quarter
 - D) Facilities of 25 to 99 Mail Handlers: \$616 per quarter
 - E) Facilities of 7 to 24 Mail Handlers: \$518 per quarter
 - F) Facilities of 6 or less Mail Handlers: \$182.40 per quarter
- 5) Chief Stewards: \$294 per quarter
- 6) Shop Stewards: \$182 per quarter
- 7) Board Pay: \$280 per meeting

Section 2. Branches with SEVEN (7) or more Mail Handlers shall have the right to elect a Branch President within their parent facility. Branches with less than SEVEN (7) Mail Handlers shall have an appointed Chief Representative

Section 3. Branches with less than SEVEN (7) Mail Handlers shall, for the purpose of attending branch meetings and/or being involved in an annual affair, be combined with the closest office with a Branch President/Chief Representative within their geographical location. Any deviations must be approved in advance by the Local President.

Section 4. Branches with less than SEVEN (7) Mail Handlers shall, for the purposes of the grievance procedure, fall under the assistance and guidance of the State Executive Board Member, or any Union representative designated by the Local President.

Section 5. The President/Treasurer will be authorized to use the union MasterCard, VISA, and American Express for official union business only in accordance with the Local Constitution. At the discretion of the Local President, credit cards for official union business may be issued to Executive Board Members and advocates.

Section 6. The Branch Presidents/Chief Representatives are responsible for submitting requests for the Unions' retirement package to the Local headquarters in a timely manner. In addition, the Branch Presidents/Chief Representatives are required to submit official Postal documentation to support the claimed retirement. The documentation must reflect the effective date of such retirement and the current address of the retiree. All benefits are mailed through the U.S. Postal Service to the retiree unless a deviation is specified at the time the request for benefits are made.

Section 7. Branch Presidents/Chief Representatives shall reasonably post all notices of scheduled Branch Meetings and/or related cancellations/postponements in a timely manner (i.e., no later than ten (10) calendar days prior to the scheduled Branch Meeting, and as soon as reasonably possible in the event of any cancellation or postponement with a copy forwarded to the Local President.) The notice shall, at a minimum, include a general agenda and also give notice that there will be a discussion on labor management relations, terms or conditions of employment and other matters related to the negotiations or administration of contracts and/or the filing or processing of grievances, and as such, any mail handler(s) detailed to a supervisory capacity by the Postal Service (including any EAS position involved in the discipline of employees or application of the National Agreement) or by the USPS Office of Inspector General, or employed by the Postal Inspection service including as a confidential informant, are prohibited from attendance.

Section 8. Branch Presidents or Chief Representatives in an installation/facility of less than SEVEN (7) Mail Handlers, where such Chief Representative is the sole and/or highest ranking union official responsible for representation in such installation or facility, shall be responsible for and have the following rights:

- (1.) Shall file the appropriate and complete monthly reports to the local president, updating the Local Office of grievance activity and items of concern, to include but not limited to, the number of mail handlers on each Tour.
- (2.) Shall be committed to Labor- Management meetings within his/her facility, per Article 38 of the National Agreement.
- (3.) Shall be entitled to submit agenda items to the SEBM for consideration before the Executive Board/Council Meetings.
- (4.) Shall be responsible for notifying the Local Office to request retirement benefits, in a timely manner, and submit acceptable Postal documentation to support the claimed retirement.
- (5.) Shall ensure that each new member in his/her installation or facility be issued copies of the National and Local Constitutions, Local Memorandum of Understanding (LMOU), Local 305's By-laws, all VEBA forms, a copy of the National Agreement, the LMDRA summary and an apron.
- (6.) Shall ensure that there is sufficient quantities of all items in Section 5 above, on hand at all times. When these are running low, he/she will contact the Local Headquarters for supply replenishment.

Section 9. It shall be the duty of all Branch Presidents/Chief Representatives to submit reports to the Local Office as required under item number 8, Article IV, Section 5E of the Uniform Local Union Constitution. Such monthly report is to be completed as truthful and as accurate as possible. Such monthly report is to contain no vulgarity or profanity.

Section 10. It shall be the duty of all Branch Presidents/Chief Representatives to prominently post the appropriate Local Union Chain of Command, by name, office, and means to contact those representatives within such Chain of Command.

Section 11. It shall be the duty of all Branch Presidents/Chief Representatives and Stewards certified within this Local to advise another Union Representative of their choosing within their respective Chain of Command, in the event of their unexpected “long term” absence. This notice is to be provided, as reasonably as possible, when reasonably anticipated to be “long term*” and where the representative is capable of forwarding such notice. Such notice should also include notification of any outstanding grievances that may need attention due to time limits during such period of absence. In the event the individual representative is incapable of giving such notice, all efforts should be made to have a family member or friend to forward such notice to this organization “if possible.” *Long term is defined as a duration of more than ten (10) work days when not anticipated in advance, (ie., other than vacations, conventions, etc.)

Section 12. Any Officer with at least nine (9) years of continuous service upon the date of retirement will be eligible for the Union Officers retirement package. The Union Officer retirement package shall consist of:

- a) An Officer watch in lieu of a membership watch as referred to in Article II, #10a
- b) An Officer certificate of appreciation in lieu of a membership certificate of appreciation as referred to in Article II, #10b.

Section 13. In conjunction with Article V, Sections 1 and 8 of the ULUC, any officer, shop steward, or other Union representative who applies for or accepts a management position with the Postal Service (Postal Inspection Service or Office of Inspector General) shall immediately resign her/his position with the Union and failing to do so, the position shall be declared to be vacant. Such officer, shop steward or other Union representative will be prohibited from being placed into any of the Union capacities noted above, either by appointment or certification for a period of two (2) years thereafter. The Local President shall have reasonable discretion to deviate from the above.

Section 14. Upon termination of her/his office/Union employment, any officer/employee of this Local shall receive any and all compensation due, to include compensation for lost leave, no later than the next available postal pay day following her/his termination of office/employment.

However, if it is determined that there has been a violation of Article IV, Section 10 of the ULUC, this Local is entitled to make reasonable deductions from such compensation to recoup any losses. This Local is also entitled to take any reasonable and necessary means to recoup any losses that may exceed the withholding of any compensation due.

ARTICLE IV

ANNUAL AFFAIRS

Section 1. Every Branch is entitled to have an annual affair which may include family members. Any deviations are at the discretion of the Local President. The monetary allowance for the annual affair shall be twenty dollars (\$20.00) per member. Any cost associated with the cost of Branch Meetings will come from this allotted budget. The Local Office will provide door prizes.

- A. The dues check – off list from the end of the first full pay period of each new calendar year will determine the eligibility and amount for all Branch and Member benefits. The amount allowable for each Branch after eligibility has been determined shall be based upon the amount of twenty dollars (\$20.00) per member. This total shall be the maximum amount allowable. The cut-off date for annual affair approval from the Local President will be by June 1 of each year. After said annual affair has been approved, an announcement of the type of annual affair, date and time will be made known to all members by posting an applicable announcement on all Union bulletin boards within the applicable facility within thirty (30) days of the Local Presidents' approval. The Local President shall retain discretion to amend the cut-off date and the maximum amount allowable on a case-by-case basis. All Annual Affairs must be completed by September 30 of each year.

- B. After the Branch President/Chief Representative has finalized the social function, she/he shall notify the Local President and request permission for the social function.
- C. Any combining of annual affairs must be approved by all Branch Presidents/Chief Representatives concerned and in coordination with and approval of the Local President. Any deviation from the above requires advance approval of the Local President and the Branch President/Chief Representative (CSR) affected by the deviation.
- D. All expenditures must be fully documented on expense reports with full explanation and receipts Rules for attendance at annual affairs must be strictly enforced without exception. All guests must be accompanied by the official sponsoring dues paying member. Only members listed on membership lists provided by the local headquarters will be issued a raffle ticket, if applicable, to be randomly drawn later by a neutral party.

ARTICLE V

BENEVOLENCE

Section 1. A comfort book will be sent to the family of any member, or retired member when made known, at the time of death. Flowers may also be sent, in addition or in lieu of the above, at the discretion of the Local President.

Section 2. A comfort book will be sent to a member in the event that someone in their immediate family passes. Immediate family will include: MOTHER AND/OR GUARDIAN, FATHER AND/OR GUARDIAN, SPOUSE, CHILDREN, SIBLINGS OF THE MEMBER. (SPECIAL CIRCUMSTANCES WILL BE CONSIDERED BY THE PRESIDENT.)

ARTICLE VI

UNION VEHICLE

Section 1. At the Local Presidents' discretion, the Union may maintain a single vehicle for Union business use. Only gas receipts will be reimbursed for the use of this vehicle.

Section 2. Any further purchases of new vehicles must be brought before a vote at an Executive Board meeting.

ARTICLE VII

VACANCIES

Section 1. Vacancies will be filled for the remainder of a term within 30 days of the vacancy. The vacancy will be filled using the prescribed guidelines contained herein by the Executive Board.

Section 2. In the event that the vacancy is in the office of the Local President, the Vice President shall be notified at the earliest possible time by the Treasurer or a member of the office staff. The Vice President will immediately call a meeting of the Executive Board. The Executive Board will select and vote on a replacement to fill the remaining term of the Local President.

Section 3. In the event of a vacancy within the Executive Board, the Local President shall call a meeting of the remaining Executive Board members within 30 days of the vacancy. The Executive Board will then select and vote on a replacement to fill the remaining term of the vacant position.

Section 4. In the event of a vacancy in the position of a Branch President, the Local President shall contact the State Executive Board member from the same state in which the vacancy exists. His or her recommendations for a replacement shall be solicited. The Local President shall within 30 days call an Executive Board meeting for the purpose of filling the vacancy. The recommended replacement made by the State Executive Board member where the vacancy exists shall be given the utmost consideration. Other recommendations shall be solicited from the Executive Board members prior to any vote. Then a vote shall be conducted and a replacement for the vacancy will be determined by said vote.